

**Fill in this information to identify the case:**

Debtor 1 Sand Castle South Timeshare Owners Association, Inc.  
 Debtor 2 \_\_\_\_\_  
 (Spouse, if filing) \_\_\_\_\_  
 United States Bankruptcy Court District of South Carolina  
 Case number: 19-02764

FILED

U.S. Bankruptcy Court  
District of South Carolina

8/12/2019

Laura A. Austin, Clerk

**Official Form 410  
Proof of Claim**SAND CASTLE TOA  
19-02764

Claim 1009

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 50

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

**Part 1: Identify the Claim**

<b>1. Who is the current creditor?</b>	<u>Sun Hospitality, LLC</u>	
	Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor	<u>Sun Hospitality Resort Services</u>
<b>2. Has this claim been acquired from someone else?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
<b>3. Where should notices and payments to the creditor be sent?</b>  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<b>Where should notices to the creditor be sent?</b>	<b>Where should payments to the creditor be sent? (if different)</b>
	<u>Sun Hospitality, LLC</u>	_____
	Name	Name
	<u>4724 Highway 17 Bypass S</u> <u>Myrtle Beach, SC 29588</u>	
	Contact phone <u>8439794786</u>	Contact phone _____
	Contact email <u>dfries@sunhospitality.com</u>	Contact email _____
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____		
<b>4. Does this claim amend one already filed?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ <div style="text-align: right;">MM / DD / YYYY</div>	
<b>5. Do you know if anyone else has filed a proof of claim for this claim?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

<b>6. Do you have any number you use to identify the debtor?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____						
<b>7. How much is the claim?</b>	\$ <u>60514.47</u> <div style="float: right; text-align: right;"> <b>Does this amount include interest or other charges?</b>  <input type="checkbox"/> No  <input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).         </div>						
<b>8. What is the basis of the claim?</b>	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as healthcare information.  <u>Contracted Housekeeping Services</u>						
<b>9. Is all or part of the claim secured?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. <b>Nature of property:</b> <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____  <b>Basis for perfection:</b> _____  Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  <table style="width: 100%;"> <tr> <td style="width: 50%;"><b>Value of property:</b></td> <td style="width: 50%;">\$ _____</td> </tr> <tr> <td><b>Amount of the claim that is secured:</b></td> <td>\$ _____</td> </tr> <tr> <td><b>Amount of the claim that is unsecured:</b></td> <td>\$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)</td> </tr> </table> <b>Amount necessary to cure any default as of the date of the petition:</b> \$ _____  <b>Annual Interest Rate (when case was filed)</b> _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable	<b>Value of property:</b>	\$ _____	<b>Amount of the claim that is secured:</b>	\$ _____	<b>Amount of the claim that is unsecured:</b>	\$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
<b>Value of property:</b>	\$ _____						
<b>Amount of the claim that is secured:</b>	\$ _____						
<b>Amount of the claim that is unsecured:</b>	\$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)						
<b>10. Is this claim based on a lease?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. <b>Amount necessary to cure any default as of the date of the petition.</b> \$ _____						
<b>11. Is this claim subject to a right of setoff?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____						

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Check all that apply:	Amount entitled to priority
A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.	<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
	<input type="checkbox"/> Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
	<input type="checkbox"/> Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
	<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
	<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
	<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(_) that applies	\$ _____
* Amounts are subject to adjustment on 4/1/22 and every 3 years after that for cases begun on or after the date of adjustment.		

**Part 3: Sign Below**

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and 3571.

Check the appropriate box:

- ☒ I am the creditor.  
☐ I am the creditor's attorney or authorized agent.  
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.  
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 8/12/2019  
MM / DD / YYYY

/s/ Charles David Fries \_\_\_\_\_

Signature

Print the name of the person who is completing and signing this claim:

Name Charles David Fries

Title President/COO

Company \_\_\_\_\_

Address 4724 Highway 17 Bypass S

City Myrtle Beach, SC State 29588 ZIP Code \_\_\_\_\_

Contact phone 8439794786 Email dfries@sunhospitality.com

### Housekeeping Services Agreement

Sun Hospitality, LLC ("VENDOR"), agrees to enter into a Housekeeping Services Agreement ("AGREEMENT") with Patton Hospitality Management, Inc. (the "CUSTOMER") for housekeeping services at Sandcastle South - MB ("RESORT") located at 2207 S. Ocean Boulevard, Myrtle Beach, SC 29577.

#### Recitals

WHEREAS, VENDOR is in the business of providing resort housekeeping and related services;

WHEREAS, subject to the terms and conditions set forth herein, the CUSTOMER desires to hire VENDOR to perform certain housekeeping services to the vacation condominiums controlled or serviced by the CUSTOMER;

WHEREAS, subject to the terms and conditions forth herein, VENDOR will perform certain housekeeping services to the vacation condominiums controlled or serviced by CUSTOMER;

WHEREAS, VENDOR is willing to provide such services in consideration of certain fees;

WHEREAS, CUSTOMER is willing to accept such services for the units and facilities it controls, services or utilizes;

NOW WHEREFORE, the Parties hereto agree as follows:

#### 1. Engagement of VENDOR

- A. VENDOR shall be the exclusive provider to perform housekeeping services for the CUSTOMER as described in this AGREEMENT.
- B. In performing the Services, VENDOR shall act solely in the capacity of an independent contractor. Neither VENDOR nor any of its employees shall be nor shall VENDOR or any of its employees hold themselves out to be the employee of the CUSTOMER. VENDOR shall have no power or authority to incur any obligation on the part of CUSTOMER without its express written consent. Neither VENDOR, nor VENDOR's employees will have any claim to CUSTOMER, or CUSTOMER's managing entity, for VENDOR's or VENDOR's employees' work.

#### 2. Compensation of VENDOR

- A. Initial Fees: The fees and charges initially to be paid by CUSTOMER to VENDOR for the Services (Fees) are set forth on the Pricing Summary attached hereto as 'Schedule A' and incorporated herein by reference.
- B. Billing and Payment:
  - i. VENDOR will submit weekly invoices to CUSTOMER for services rendered during the previous week. Payments of invoices are due within twenty-one (21) days of submission and receipt by CUSTOMER.
  - ii. If any invoice to CUSTOMER remains unpaid beyond the due date, such invoice shall accrue interest at a rate of one and one-half percent per month or at the highest rate permitted by law, whichever is higher, during the period the invoice remains unpaid.

#### 3. Responsibilities:

- A. CUSTOMER shall designate one of its employees or representatives to whom VENDOR shall report during the term of this AGREEMENT.
- B. CUSTOMER shall provide VENDOR occupancy arrival and departure reports for 60 day periods updating such reports weekly.
- C. CUSTOMER shall provide VENDOR housekeeping offices, internet connectivity and storage.
- D. CUSTOMER shall provide VENDOR interview area and training facilities.
- E. CUSTOMER will provide any owner/guest feedback reports and scores to VENDOR related to housekeeping services as such reports are available.
- F. Unit status communications will be provided by VENDOR via CUSTOMER systems.
- G. Trash disposal servicing will be arranged through and provided by CUSTOMER.

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- H. Servicing carts, caddies and vacuums, as necessary, will be provided to **VENDOR** by **CUSTOMER**. **VENDOR** shall utilize servicing carts, caddies and vacuums only as such items are intended to be utilized and shall immediately notify **CUSTOMER** if such items are not functioning properly. All equipment shall remain on the property of the **CUSTOMER**.
- I. Guest Supplies will be provided by **VENDOR** (as provided in 'Schedule B'). Any specialty logo items are to be provided by **CUSTOMER**.
- J. Common Areas servicing will be provided by **VENDOR** as provided in the Common Areas Scope of Work ('Schedule C').
- K. Room access will be provided to **VENDOR** by **CUSTOMER**.
- L. Departmental operating facilities, utilities, inventory and storage provided by **CUSTOMER**.
- M. Laundry & Linen leasing, handling and administration provided by **VENDOR**.
- N. Cleaning chemicals will be provided by **VENDOR**.
- O. Existing tools & equipment currently utilized in the housekeeping operations at the Resort will be incorporated into **VENDOR** operations as applicable. **VENDOR** shall utilize existing tools equipment only as such items are intended to be utilized and shall immediately notify **CUSTOMER** if such items are not functioning properly. All equipment shall remain on the property of the **CUSTOMER**.
- P. Optional Mid-week Trash & Tidy or Transient Stay-over services will be provided by **VENDOR**.
- Q. Deep maintenance clean will be performed on each unit annually by **VENDOR**.
- R. Staff uniforms will be provided by **VENDOR**.
- S. Maintenance reporting will be provided by **VENDOR**.
- T. **CUSTOMER** will provide executive level accommodations upon request based on availability. Any applicable housekeeping charge will be waived.

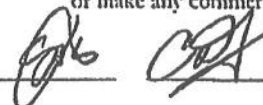
4. Term and Termination

- A. Term of Agreement: The initial term of this **AGREEMENT** shall be three (3) years commencing on June 1, 2017. Unless this **AGREEMENT** is terminated in accordance with Section 4b, this **AGREEMENT** shall be automatically renewed for successive three (3) year terms. On each annual anniversary of the **AGREEMENT**, the Pricing Summary set forth in 'Schedule A' shall increase by Three Percent (3.0%).
- B. Termination of Agreement:
  - i. **VENDOR** or the **CUSTOMER** may terminate this **AGREEMENT** at the conclusion of the initial term or at the conclusion of any renewal term by giving written notice of such termination to the other at least sixty (60) days and not more than one hundred eighty (180) days prior to the conclusion of such initial term or renewal term.
  - ii. If **VENDOR** fails to perform any obligation under this **AGREEMENT**, **CUSTOMER** may give written notice describing with particularity such failure to perform. If within ninety (90) days after **VENDOR**'s receipt of such notice, its failure to perform has not been cured to the reasonable satisfaction of **CUSTOMER**, then **CUSTOMER** may terminate this **AGREEMENT** effective upon **VENDOR**'s receipt of written notice of such termination providing thirty (30) days notice of termination. Notwithstanding the foregoing, the **CUSTOMER** may terminate this Agreement immediately if **VENDOR** is found to be in violation of any state or federal employment laws including but not limited to Title VII, the FLSA, the ADAAA, or the FMLA. **VENDOR** shall notify **CUSTOMER** immediately within five (5) days of any adverse find, judgment, or determination by any court, administrative agency or other tribunal.
  - iii. If **CUSTOMER** fails to perform any obligation under this **AGREEMENT**, including the timely payment of the Fees, **VENDOR** may provide thirty (30) days written notice to terminate this **AGREEMENT** effective upon **CUSTOMER**'s receipt of written notice of such termination. Such termination shall not constitute a waiver of any other remedies that **VENDOR** may have at law or in equity for **CUSTOMER**'s failure to perform.
  - iv. In the event this Agreement is terminated, **CUSTOMER** shall only be obligated to pay for services actually provided by **VENDOR** up to the effective date of the termination.

5. Confidentiality:

- A. **CUSTOMER** recognizes that the activities of **VENDOR**, as well as **VENDOR** training materials and operation manuals, may involve trade secrets, proprietary technology, confidential business information and other know-how which are treated by **VENDOR** as highly confidential proprietary information ("Information"). **CUSTOMER** agrees to hold in strict confidence and neither disclose to any third party or make any commercial use of all or any part of the Information. **CUSTOMER** will limit the disclosure

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of the Information to only those employees who require such Information for the purpose of assisting **VENDOR** in the performance of the Services. The confidentiality obligations contained in Section 5 shall not apply to such portions of the Information that:

- i. is now or in the future will be in the public domain without fault on the part of **CUSTOMER**; or
- ii. was known to the party receiving the Information as shown by its written records prior to disclosure by **CUSTOMER**; or
- iii. is given to the party receiving the Information by a third party not under any obligation of confidentiality to **VENDOR**.

- B. **VENDOR** recognizes that the activities of the **CUSTOMER**, as well as **CUSTOMER** client records, may involve trade secrets, proprietary technology, confidential business information and other know-how which are treated by **CUSTOMER** as highly confidential proprietary information ("Information"). **VENDOR** agrees that it shall hold in strict confidence and shall neither disclose to any third party, nor make any commercial use of all or any part of the Information. **VENDOR** will limit its disclosure of the Information to only those of its employees who require such Information for the purpose of assisting **CUSTOMER** in the performance of the Services. The confidentiality obligations contained in Section 5 shall not apply to such portions of the Information that:

- i. is now or in the future will be in the public domain without fault on the part of **VENDOR**; or
- ii. was known to the party receiving the Information as shown by its written records prior to disclosure by **VENDOR**; or is given to the party receiving the Information by a third party not under any obligation of confidentiality to **CUSTOMER**.

#### 6. Employees of **VENDOR**

- A. **VENDOR** will recruit, interview, select, hire and assign employees who, in **VENDOR**'s judgment, are best qualified to perform the services provided for herein. As the employer, **VENDOR** will: (i) maintain all necessary personnel and payroll records for its employees; (ii) withhold from its employees' compensation any taxes, charges or other payroll deductions required by law; (iii) remit such taxes and charges to the appropriate government entity; (iv) pay net wages and fringe benefits, if any, directly to employees; (v) provide for liability insurance as specified in Section 9 Insurance (below) and (vi) provide worker's compensation insurance coverage in amounts as required by law.
- B. In connection with the performance of this Agreement, **VENDOR** will comply with all laws, regulations and orders to the extent applicable to **VENDOR**.
- C. The employees assigned to the **RESORT** under this Agreement shall remain employees of **VENDOR**. **VENDOR**'s employees shall not be entitled to participate in any employee benefit plans of **CUSTOMER**, or of **CUSTOMER**'s managing agent, including but not limited to, pension, Section 401(k) profit sharing, retirement, deferred compensation, welfare, insurance, disability, bonus, vacation pay, sick pay, Paid Time Off (PTO), stock purchase, severance pay and other similar plans, programs and agreements, whether reduced to writing or not.
- D. **VENDOR**'s employees who are assigned to work at the **RESORT** will be held to the same standards and rules as other workers at the **RESORT**. **CUSTOMER** reserves the right to change, alter or amend its standards and rules in its sole discretion. **VENDOR** agrees to assist and cooperate with any investigation initiated by **CUSTOMER**, or **CUSTOMER**'s managing entity, involving any employee of **VENDOR** provided to the **RESORT** under this Agreement.
- E. **VENDOR** will provide its own time clock for its employees or other mechanism to accurately track hours worked at **RESORT** by each **VENDOR** employee.
- F. Employment of **VENDOR** Employees: **CUSTOMER** agrees that for a period of one (1) year following the earlier of:
  - i. the termination of this AGREEMENT or
  - ii. the termination of the employee's employment at **VENDOR**, **CUSTOMER** shall not hire the employee(s) of **VENDOR** to perform any housekeeping or janitorial services functions.

#### 7. Indemnification

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- A. Indemnification by CUSTOMER: CUSTOMER shall indemnify and hold harmless VENDOR and its employees, agents and affiliates against and shall reimburse them for any losses, liabilities, claims and expenses (including but not limited to reasonable attorney's fees) arising from:
- CUSTOMER'S failure to comply with applicable laws, regulations or orders;
  - any failure by CUSTOMER to perform any of its obligation contained in this AGREEMENT;
  - the negligence of an employee of CUSTOMER acting within the scope of his authority or in the performance of any obligations under this AGREEMENT;
  - Any direct claim for workers' compensation benefits or personal injury claims for job-related bodily injury or death asserted against VENDOR by any of CUSTOMER's employees or, in the event of death, by their personal representatives; and/or
  - Any claim by any employee of CUSTOMER against VENDOR alleging violation of any state or federal employment laws, including but not limited to claims arising under applicable Workers' Compensation statutes, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Civil Rights Act of 1866, 42 U.S.C. §1981, the Civil Rights Act of 1991, the National Labor Relations Act ("Labor Management Relations Act"), 29 U.S.C. §151, et seq., the Employee Retirement Income Security Act, the Americans with Disabilities Act, the Rehabilitation Act of 1973, the Federal Wage Statutes, including 46 U.S.C. § 10313 and 46 U.S.C.A. § 10501, and any state wage statutes.
- B. Indemnification by VENDOR: VENDOR shall indemnify and hold harmless CUSTOMER and/or CUSTOMER's managing entity against and shall reimburse them for any losses, liabilities, claims and expenses (including but not limited to reasonable attorney's fees) arising from:
- VENDOR's failure to comply with applicable laws, regulations or orders;
  - Any failure by VENDOR to perform any of its obligations contained in this AGREEMENT;
  - the negligence of any agent or employee of VENDOR acting within the scope of his authority or in the performance of any obligation under this AGREEMENT;
  - Any direct claim for workers' compensation benefits or personal injury claims for job-related bodily injury or death asserted against CUSTOMER, or CUSTOMER's managing entity by any of VENDOR's employees or, in the event of death, by their personal representatives; and/or
  - Any claim by any employee of VENDOR against CUSTOMER, or CUSTOMER's managing entity, alleging violation of any state or federal employment laws, including but not limited to, claims arising under applicable Workers' Compensation statutes, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Civil Rights Act of 1866, 42 U.S.C. §1981, the Civil Rights Act of 1991, the National Labor Relations Act ("Labor Management Relations Act"), 29 U.S.C. §151, et seq., the Employee Retirement Income Security Act, the Americans with Disabilities Act, the Rehabilitation Act of 1973, the Federal Wage Statutes, including 46 U.S.C. § 10313 and 46 U.S.C.A. § 10501, and any state wage statutes and/or
  - VENDOR's failure to comply with any applicable state or federal law
- C. Survival: The indemnity obligations contained in this Section 7 shall survive the termination of this AGREEMENT pursuant to Paragraph 7.
- D. To facilitate the effective and efficient processing of claims, each party agree to promptly notify the other of any claim the notifying party believes may be subject to these indemnification provision and share with the notified party any and all information the notifying party may have concerning such a claim.

#### 8. Arbitration

If at any time during the term of this AGREEMENT, or any renewal thereof, any dispute, difference, or disagreement shall arise out of or relating to the AGREEMENT, or the meaning and construction hereof, every such dispute, difference and disagreement shall be referred to a single arbiter agreed upon by the parties, or if no single arbiter can be agreed upon, an arbiter or arbiters shall be selected in accordance with the then prevailing rules of the American Arbitration CUSTOMER and such dispute, difference, or disagreement shall be settled by arbitration in accordance with the then prevailing commercial rules of the American Arbitration CUSTOMER, and judgment upon the award rendered by the arbiter may be entered in any court having jurisdiction thereof. Any award rendered by the Arbitrator shall be final and binding. The prevailing party in any action arising from a dispute involving this AGREEMENT, shall be allowed to recover reasonable attorney's fees and costs.

#### 9. Insurance

At all times during the term of this AGREEMENT, VENDOR will carry and maintain at its expense a non-deductible:

- A. Comprehensive General Liability Insurance, against liability for personal injury, death or property damage, with limits, for each occurrence, of not less than One Million Dollars (\$1,000,000.00); and

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- B. Umbrella Excess Liability policy of not less than One Million Dollars (\$1,000,000.00); and
- C. Any other such insurance and in such amounts as commonly carried and maintained by similar business operations in South Carolina, including, but not limited to, worker's compensation insurance (in form(s) and amount(s)) as required by the laws of the State of South Carolina, where the operation is located.

The company or companies writing any insurance, required by the **AGREEMENT**, as well as the form of such insurance, shall at all times be subject to **CUSTOMER** approval and any such company or companies shall be licensed to do business in the State of Alabama. All policies evidencing the above required insurance shall name the **CUSTOMER** and the **CUSTOMER's** managing entity as additional insured's and shall also contain a provision by which the insurer agrees that such policy shall not be cancelled except after thirty (30) days written notice to the **CUSTOMER** and the **CUSTOMER's** managing agent. Further, a copy of each such policy, or a certificate thereof, shall be deposited with the **CUSTOMER** promptly upon commencement of **VENDOR's** obligation to procure same.



10. Acceptance of Proposal

Upon the acceptance of this proposal by **CUSTOMER**, this proposal shall become the binding and enforceable **AGREEMENT** of the parties.

11. Miscellaneous

- A. Notices: All necessary notices, demands and requests required or permitted to be given under the provisions of this **AGREEMENT** shall be deemed duly given and received upon hand- delivery, upon receipt if mailed by registered or certified mail, return receipt requested, postage prepaid or forty-eight hours after deposit in the United States mail, postage prepaid. Such notices, demands and requests shall be addressed as follows:
  - i. If to **VENDOR**: Sun Hospitality, L.L.C., 4724 Highway 17 Bypass South, Myrtle Beach, SC 29588.
  - ii. If to **CUSTOMER**: Patton Hospitality Management, Inc., 1 Vance Gap Rd., Asheville, NC 28805.
  - iii. Or to such other address that shall be furnished in writing by the addressee to the other party.
- B. Governing Law: This **AGREEMENT** shall be governed by and construed and enforced in accordance with the laws of the State of South Carolina with venue in Horry County.
- C. Entire Agreement: This **AGREEMENT** is the only agreement between the **CUSTOMER** and **VENDOR** relating to the subject matter herein and contains all of the terms agreed upon with respect to the subject matter of this **AGREEMENT**. No provision of this **AGREEMENT** may be modified or waived except by a written instrument signed by all parties to this **AGREEMENT**.
- D. Disclaimer of Joint Venture: **CUSTOMER** is contracting with **VENDOR** for housekeeping services. The Parties explicitly agree this **AGREEMENT** shall not be construed to create any **CUSTOMER**, partnership, joint venture, employee or agency relationship between the parties for any purpose.
- E. Assignment: No party shall have the right to assign this **AGREEMENT** or any rights or obligations under this **AGREEMENT** without the written consent of the other party.
- F. Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties to this **AGREEMENT** and their successors and permitted assigns.
- G. Severability: In the event any part of this **AGREEMENT** is found to be unenforceable in any respect, the remaining provisions to this **AGREEMENT** shall nevertheless be binding upon the parties to the same effect as if the unenforceable part was originally deleted.
- H. Copies: This **AGREEMENT** may be signed in two or more separate copies, each of which shall be deemed a duplicate original.

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IN WITNESS WHEREOF, the parties hereto have caused this **AGREEMENT** to be executed by their duly authorized officers on the dates herein affixed below. This **AGREEMENT** shall commence on the date herein affixed below.

WITNESS:

Christy Pauling

PATTON HOSPITALITY MANAGEMENT, INC.

By: [Signature]

Print Name: Scott C. Styron

Its: C.O.O.

Date: 6/1/17

WITNESS:

Cathy Millard

SUN HOSPITALITY, LLC

By: [Signature]  
C. David Fries

Its: President/COO

Date: 6/1/17

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[Signature]

**'SCHEDULE A'****PRICING SUMMARY**

	<b>Studio Eff(4)</b>	<b>1BR Suite(6)</b>
<b>Departure Clean</b> (Full Service Clean & Inspect)	Per Unit \$ 49.00	\$ 58.00
<b>Laundry &amp; Linen Package</b> (Leased Linen provided by Sun Linen Services)	Per Svc \$ 26.00	\$ 35.00
<b>Annual Deep/Maintenance Clean</b> (Excludes, carpet, drape, upholstery, tile & grout cleaning)	Per Unit \$ 147.00	\$ 174.00
<b>Indirect Operating Expense Fee</b>	Per week \$ 163.00	<=====
<b>Additional Labor Projects (supplies, labor &amp; supervision)</b>	Per Hour \$ 20.95	
Laundier Bedspreads	Per Item \$ 8.00	
Laundier Blankets & Duvers	Per Item \$ 5.00	
Laundier Mattress Pads & Pillows	Per Item \$ 3.00	
Pool Towels	Per Item \$ 0.25	

**OPTIONAL SERVICES**

<b>Mid-Week Stay-Over-Service</b> (Full Service Clean, Inspect, Linen, Terry & Amenities around guest belongings)	Per Unit \$ 60.00	\$ 73.00
<b>Daily or Trash &amp; Tidy</b> (Empty trash, towel svc, make beds, vacuum, kitchen/bath touch-up & guest supplies)	Per Unit \$ 11.00	\$ 17.00
<b>Towel Exchange</b> (Service by Appointment 8am to 4pm Monday thru Friday)	Per Svc \$ 8.00	\$ 12.00
<b>VIP Service</b> (Specific inspection & placement customer provided VIP amenities)	Per unit \$ 9.00	\$ 9.00
<b>Prior to Arrival Inspection</b> (One-time, Units unoccupied 10 days or more)	Per unit \$ 9.00	\$ 9.00
<b>Carpet Cleaning</b>	Per Unit \$ 35.00	\$ 35.00
<b>Renovation Clean</b> (Does not include carpet, upholstery, drape, tile & grout)	Per Unit \$ 208.00	\$ 244.00

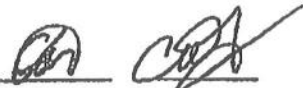
Any other services requested will be performed at pricing levels mutually agreed upon.

INITIAL

**'SCHEDULE B'**

<b>GUEST SUPPLIES</b>		<b>Studio (374)</b>	<b>IBR Suite(6)</b>
Towel Paper Rolls		2	2
Bath Soap			
Facial Soap / Shower Jell			
Shampoo			
Lotion			
Conditioner			
Facial Tissue		1	1
Dish Liquid		1	1
Paper Towels		1	1
Coffee Reg		1	1
Coffee Decaf			
Coffee Condiments each		2	2
Coffee Filters		4	4
Small Trash Bags	4/6 gal	1	1
Kitchen Bags	12/16 gal	2	2
Sponge Scrub Pad			
To Go Cups		2	2
To Go Lids		2	2
Hot Cup Sleeve		2	2
Salt & Pepper		1	1
Notepad			
Pen			

INITIAL



'SCHEDULE C'

N/A

INITIAL





<b>TOTAL</b>	<b>60,514.47</b>
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