

# CONSTRUCTION APPLICATION DEPOSIT & AGREEMENT

Cassique Architectural Review Board • 7 Beachwalker Drive, Building #8 • Kiawah Island, SC 29455 • 843-768-3419 • 843-768-0517 (fax)

## CONTRACTOR INFORMATION

Name \_\_\_\_\_ SC Contractor License # \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

## CONSTRUCTION LOCATION

Address \_\_\_\_\_ Owner \_\_\_\_\_

## TYPE OF CONSTRUCTION

Circle One: New Construction / Improvement Type of Improvement \_\_\_\_\_

Heated Square Footage \_\_\_\_\_

Lot Coverage Percentage \_\_\_\_\_

Deposit Amount _____
Check Date & Number _____

## AGREEMENT

I, \_\_\_\_\_, as property owner, and

I, \_\_\_\_\_, as contractor for the above described construction project acknowledge and agree that the above described deposit is being held by Kiawah Development Partners in order to insure that the improvements will be constructed in accordance with plans and specifications which have been approved by the Architectural Review Board.

We further acknowledge and agree that:

1. We have read understand the Covenants and Restrictions applicable to the property and all Architectural Review Board Guidelines and will follow and obey the said Covenants, Restrictions, and Guidelines.
2. We are responsible for completing the project as described by the drawings and specifications approved by the ARB.
3. We will maintain a clean construction site at all times and install a job sign, commercial dumpster, and job toilet in conformance with ARB Guidelines.
4. We are responsible for the conduct of all workers performing services on this project at all times while they are engaged by us.
5. We understand that when accepting a construction pass to enter *Cassique*, all workers and vehicles are subject to be searched to help prevent theft of materials and equipment.
6. As the Deposit will be held in a non-interest bearing account, I understand that it shall be returned after Final Inspection approval with no interest added.
7. Any monies paid out by Kiawah Development Partners for the correction of changes not approved by the ARB, the cost of work necessary to improve the appearance of untidy sites, or the cost to repair any damage to the road right-of-ways, roads, road shoulders, or utilities will be deducted from the Deposit.
8. The ARB's review and approval are limited to aesthetic considerations. ARB approval does not relieve you and your contractor of responsibility for compliance with all municipal, state, or federal laws that may be applicable. ARB approval does not constitute any opinion or representation by the ARB that the plans comply with these requirements.

This Application, Deposit, and Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

by \_\_\_\_\_ and \_\_\_\_\_  
Property Owner Contractor

Application approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.