

HOLTON MOUNTAIN RENTALS
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TERMS OF AGREEMENT
HMR Website Version
Last Updated: April 1, 2021

This HMR Website version of the "TERMS OF AGREEMENT, PART I consists of five parts.

Section 1: Cellular Calling and Text Messaging

Section 2: Electronic Documents, Contracts and E-Signatures Consent

Section 3: Emails

Section 4: HMR's Online Portal and HMR's Website

for Electronic Communications and Electronic Documents

Section 5: Other Terms and Conditions

Holton Mountain Rentals ("HMR") through the use of a centralized digital leasing platform has changed the way you rent a dwelling unit. This digital platform consists of both an online Portal ("HMR Portal" or "Portal") and the separate www.HoltonMountainRentals.com ("HMR Website"), both of which are described in section 5 of this document. Access the Portal through an easy-to-use website and/or the Portal's mobile application or access the HMR Website at www.HoltonMountainRentals.com.

The purpose of this HMR Terms of Agreement, Part I and the HMR Terms of Agreement, Part II are to provide you with certain disclosures and terms and conditions regarding the use of electronic communications and electronic documents with HMR. Read and review them. While not all types and ways of electronic communications and electronic documents may require your express written consent, it is necessary for you to provide it in order for you and HMR to use electronic communications and electronic documents for the rental process. YOU HAVE THE OPTION NOT TO GIVE YOUR EXPRESS WRITTEN CONSENT AND/OR TO WITHDRAW CONSENT AFTER IT HAS BEEN GIVEN. By not signing and not providing consent, you will not be able to fully use the HMR Portal or the HMR Website. The rental process will then be conducted using paper documents by mail or in person.

You must give your express written consent to this HMR Terms of Agreement, Part I, in order for you to be able to use and receive electronic communications and electronic documents with HMR. This includes using HMR's online Portal and HMR's Website (for certain documents) for the rental process and using HMR's Portal to make online rental payments. You do so by signing this HMR Terms of Agreement, Part I. The HMR Terms of Agreement, Part II (on the HMR Website under Rental Information at www.HoltonMountainRentals.com) contains additional terms and conditions that are incorporated by reference and made a part of this HMR Terms of Agreement, Part I as if fully set out within it. Some of the terms and conditions will be more applicable to the Lease Contact.

YOU AND YOUR: The terms you and your (where applicable) shall refer to any person applying to rent a dwelling unit from HMR, currently renting a dwelling unit from HMR or the Co-Signer for an Applicant/Tenant. The terms you and your (where applicable) shall refer to Tenant once Applicant becomes Tenant.

HMR: The term HMR is an abbreviation that refers to Holton Management, Inc. dba Holton Mountain Rentals which is a rental business and the property manager and leasing agent for the Owner of the dwelling unit that you are applying to rent or renting from HMR. The terms "we", and "us" also refer to HMR. As applicable, in this Terms of Agreement, Part I, HMR shall also refer to HMR as Landlord, i.e., "HMR, Landlord".

You hereby agree to the following:

Section 1. CELLULAR CALLING AND TEXT MESSAGING

By signing this Terms of Agreement, you give your express written consent to receive mobile cellular calls, SMS/MMS/SMPP/SMTP/text messages ("text messages"), internet to phone (email to email, and/or email to text messages) messages, emails, VOIP and/or landline calls (if applicable) as stated in this Section 1 of this Terms of Agreement, Part I. They can be sent by various methods including **INDIVIDUALLY OR SENT USING THE PORTAL'S AUTOMATIC TELEPHONE DIALING SYSTEM DIALER ("ATDS") OR AUTODIALER FEATURE** from HMR or others acting on HMR's behalf.

- 1.1 EXPRESS CONSENT:** If you have signed the Lease Contract for the dwelling unit you are renting from HMR, then you have given your Express Consent as defined in “Electronic Communications and Electronic Documents” (R&R, Article II, Section 17) to be contacted by HMR and you have agreed to provide HMR with your working email address, cellular number and VOIP number or landline phone number if applicable (“emails, cellular and other calls”). The email address and numbers that you are designating for HMR to contact you are the ones you have or are providing on your pre-leasing form, pre-leasing application, rental application, or by posting or updating them to the HMR Portal and includes any future updates to them. HMR may use written, electronic or verbal means to contact you using your email address and/or calls to your cellular or any other numbers you provided for transactional and informational purposes. **Once you have signed the Lease Contract (of which express consent is a part) or other rental document giving your express consent, you are contractually obligated and your express consent cannot be revoked except by the mutual written consent of you and HMR.** If your Express Consent is part of a written contract, the Opt-Out provision in this Section 1.9 does not apply to emails and/or calls made by HMR to you at your email address and/or numbers, provided they are made for transactional and informational purposes. **This express consent also applies to any Co-Signer who has signed Lease Contract.**
- 1.2 NON-MARKETING AND MARKETING MESSAGES:** That HMR or others acting on HMR’s behalf may send, make, or deliver messages in various formats including but not limited to cellular calls, text messages and/or internet to phone (email to email and/or email to text messages) (“text messages”), emails VOIP and/or landline calls (if applicable) (“calls and text messages”) containing non-marketing and marketing messages to you in the future. These calls and messages may include any information regarding rental housing including but not limited to: the rental process, tenancy, renewals, financial matters, services, maintenance, and any other services offered by or through HMR. This also includes calls and text messages for maintenance services provided by Landlord, HMR, Build Repair, LLC (an affiliated maintenance provider for HMR), HMR’s and Build Repair LLC’s service providers and their representatives, agents, successors, assigns, employees, officers and directors and the Property Owner (of the dwelling unit for which you are applying to rent and/or Co-Sign for). While you and HMR agree that there is no limit to the number of text messages, cellular calls, VOIP and/or landline calls (if applicable) sent by either party, the frequency and number of such text messages, cellular calls, VOIP and/or landline calls (if applicable) may vary depending on your needs and HMR’s needs.
- 1.3 CELLULAR PHONE NUMBER OWNER OR AUTHORIZED USER:** That your mobile cellular phone number is US-based and is enabled to receive text messages. That you are the owner or authorized user of the cellular phone number provided by you on a guest card, pre-leasing application, rental application, Co-Signer form, or other form (whichever applies) and/or that was posted by you to the Portal. That the number(s) you provided is the number(s) that you want HMR to use to contact you. That you will notify HMR immediately if you are no longer the owner or authorized user of the cellular phone number identified on your rental application form, other leasing document or that you posted to the Portal. It is very important to do so to prevent a person from being contacted in error.
- 1.4 RESPONSIBLE FOR COST OF CHARGES:** You are solely responsible for any message and/or data charges associated with such cellular calls and/or text messages either sent or received by your cellular number as provided in your mobile telephone cellular service rate plan. This includes ones sent through the Portal by HMR.
- 1.5 TERMS AND CONDITIONS:** HMR has made available to you its terms and conditions regarding Cellular Calling and Text Messaging with HMR in this HMR Terms of Agreement, Part I and in HMR’s Terms of Agreement, Part II on its website www.HoltonMountainRentals.com under Rental Information. You can download and print a copy of both or HMR will provide you with a paper copy upon request.
- 1.6 OPT-IN TO TEXT MESSAGE:** If you sign this Terms of Agreement, Part I agreeing to receive electronic communications and electronic documents, you may receive an initial text message to the mobile cellular number you provided, unless you have previously signed into the Portal. When you sign into the Portal it will ask you to confirm with a Yes or No response your consent to receive calls and text messages. Answer YES if you want to be able to use electronic communications and electronic documents with HMR.
- 1.7 STANDARD MESSAGE AND DATA RATES MAY APPLY:** HMR does not impose a separate fee for sending from HMR calls and text messages through the HMR Portal. However, you are SOLELY RESPONSIBLE for any message and/or data rates that may apply to each text message sent or received by you in connection with HMR as provided for in your mobile cellular service rate plan. Please contact your mobile telephone carrier for pricing plans and information.

- 1.8 CONSENT TO CELLULAR CALLING AND TEXT MESSAGING:** By signing this HMR Terms of Agreement, Part I you are giving your express written consent (as defined herein) and are agreeing to the use of cellular calls, VOIP and/or landline calls (if applicable) and all Types of Text Messaging with HMR as described in this Terms of Agreement, Part I (including but not limited to this Section 1) and agreeing to the HMR Terms of Agreement, Part II that can be found under Rental Information at www.HoltonMountainRentals.com.
- 1.9 HOW TO OPT-OUT:** TO STOP RECEIVING TEXT MESSAGES FROM HMR OR APPFOLIO, INC. (PORTAL SOFTWARE PROVIDER) TEXT STOP TO ANY TEXT MESSAGES YOU RECEIVE. You will no longer receive text messages from HMR and/or AppFolio, Inc. ("AppFolio") TO STOP RECEIVING CELLULAR CALLS WITH A MARKETING MESSAGE FROM HMR, YOU CAN ALSO OPT-OUT BY PROVIDING WRITTEN NOTICE TO HOLTON MOUNTAIN RENTALS at PO Box 3075, Boone, NC 28607, BY EMAILING HOLTON MOUNTAIN RENTALS at unsubscribe@HoltonMountainRentals.com, or by calling 828-264-3644. **YOU ARE NOT REQUIRED TO SIGN THIS TERMS OF AGREEMENT, PART I IN ORDER TO BE ABLE TO RENT OR LIVE IN A DWELLING UNIT HMR MANAGES.** If you Opt-Out, it may limit the use of certain electronic communications and electronic documents and text messages will not be able to be used. As previously stated in "Express Consent" ("Terms of Agreement, Part I, Section 1.1") of this agreement, if your Express Consent is part of a written contract, you cannot Opt-Out of emails, cellular and other calls provided they are made for transactional and informational purposes by HMR, except by mutual written consent of you and HMR.
- 1.10 IF YOU DO NOT GIVE CONSENT:** If you do not wish to use HMR's Portal, use electronic documents and sign them electronically, make electronic payments, receive text messages, internet to phone (email to email and/or text messages) messages, from HMR or others acting on the HMR's behalf or if you do not wish to consent and agree to these HMR Terms of Agreement, Part I you should not sign this Terms of Agreement, Part I agreeing to do so. As previously stated in "Express Consent" (Terms of Agreement, Part I, Section 1.1) of this agreement, if your Express Consent is part of a written contract, you cannot Opt-Out of emails, cellular and other calls provided they are made for transactional and informational purposes by HMR, except by mutual written consent of you and HMR.
- 1.11 PRIVACY POLICY AND TERMS OF AGREEMENT, PART II:** The latest updated versions of the Privacy Policy and the HMR Terms of Agreement, Part II for HMR are posted under Rental Information at www.HoltonMountainRentals.com. You agree that HMR may satisfy any obligation HMR has to provide you with a copy of HMR's PRIVACY POLICY by keeping it available for review at www.HoltonMountainRentals.com under Rental Information.

Section 2. ELECTRONIC DOCUMENTS, CONTRACTS, E-SIGNATURES CONSENT

You agree that electronic documents, electronic contracts, electronic notices, electronic forms, electronic initials and/or signatures, emails and other electronic communications (hereinafter called e-Notices) between you and HMR may be transmitted through the Portal and/or by other means including but not limited to: the www.HoltonMountainRentals.com website, email, fax, cellular calls, text messages, landline calls, VOIP calls and/or other electronic means. That the email address, mobile cellular number, VOIP number and/or landline number (if applicable) that you provided to HMR in your Rental Application, other leasing documents or that you posted on the Portal can be used to send and receive information between you and HMR as set forth in this HMR Terms of Agreement, Part I.

- 2.1 ADDITIONAL TYPES OF e-NOTICES:** e-Notices also includes other documents and/or contracts ("document") either party receives by: mail or delivery service, email, downloads from a computer and prints, or by or completing a website form online. After receiving the document, filling it out and signing it either on paper or online, the receiving party then sends the document back to the other party by fax, email, submitting the document through the website or by other electronic means. The document can exist independently in an electronic form if located on the Portal, HMR Website, a server, or on your computer and the document can be saved, downloaded as a PDF form and/or printed out by the receiving party.
- 2.2 ELECTRONIC SIGNATURE:** An "electronic signature" includes any mark, symbol, sound, or process that is written, stamped, engraved, attached to or logically associated with an electronic document executed by a person with the intent to sign. Just as you can legally "sign" a printed document by making your mark, whether that be your signature in ink or an "X", so too can you "sign" an electronic document by making your mark, whether that be a high-tech encrypted or digital signature, or just typing your name in the signature line or space on an email or document in the computer. If you sign a paper document in ink and then scan the document and save it on your computer, the image of the signature on the stored electronic document on your computer is also an electronic signature.

- 2.3 e-NOTICES SIGNED ON PORTAL HAVE IP ADDRESS, DATE & TIME:** For security purposes, electronic documents signed on the Portal and/or the HMR Website www.HoltonMountainRentals.com, have in addition to the signature, the IP Address of the signer and the date and time. They cannot be altered once signed. A new document must be drawn up if any changes are made.
- 2.4 RIGHT TO RECEIVE PAPER DOCUMENTS:** You have the right to have any e-Notice including documents and/or contracts provided in paper or non-electronic form. For a paper copy of any document, check first on the HMR online Portal under shared documents, then on www.HoltonMountainRentals.com under Rental Information. Save it to your computer and then print it. For any e-Notices not available on the Portal or HMR website, or if you do not have access to any documents for whatever reason, contact the HMR office to have a paper copy sent.
- 2.5 RIGHT TO WITHDRAW CONSENT: YOU HAVE THE RIGHT TO WITHDRAW YOUR EXPRESS WRITTEN CONSENT TO: RECEIVE** electronic documents and electronic contracts, to sign them with electronic initials and/or signatures, as defined in the North Carolina Uniform Electronic Transaction Act by providing written notice to Holton Mountain Rentals at PO Box 3075, Boone, NC 28607, by emailing Holton Mountain Rentals at unsubscribe@HoltonMountainRentals.com, or calling 828-264-3644 and notifying HMR. Your express written consent previously given to HMR cannot be withdrawn for any e-Notices, electronic documents and electronic contracts that you and/or HMR have already executed, signed and were sent and received by either you and/or HMR, prior to you withdrawing consent. **HOWEVER, BY WITHDRAWING CONSENT, YOU WILL BE LIMITED IN THE USE OF ELECTRONIC COMMUNICATIONS AND ELECTRONIC DOCUMENTS WITH HMR, INCLUDING NOT BEING ABLE TO USE ELECTRONIC DOCUMENTS, ELECTRONIC SIGNATURES, AND SOME FUNCTIONS OF HMR'S PORTAL.** As previously stated in "Express Consent" ("Terms of Agreement, Part I, Section 1.1") of this agreement, if your Express Consent is part of a written contract, you cannot Opt-Out of emails, cellular and other calls provided they are made for transactional and informational purposes by HMR, except by mutual written consent of you and HMR.
- 2.6 E-MAIL ADDRESS:** In order to receive Electronic documents, contracts, e-Notices and to use the Portal, you must have an e-mail address which you provide to HMR. For more details on Email address see Section 3.2 of this agreement.
- 2.7 ELECTRONIC RECORDS:** As a condition of your consent and agreement to this Electronic Documents, Electronic Contracts and E-signatures Consent as described in this Section 2, your use of the Portal, including the Payment Service (described in the HMR Terms of Agreement, Part II), you agree to accept in electronic form all notices, communications, disclosures, documents, contracts and records regarding the Payment Service or otherwise related to your use of the Portal and/or email including electronic documents and/or contracts ("e-Notices"). To receive e-Notices, you confirm that you have all of the system requirements listed in the most current version of the Terms of Service for the Portal provider AppFolio, which are required to access, view, download, sign and/or initial electronically and retain e-Notices.
- 2.8 MINIMUM SYSTEM REQUIREMENTS:** To access (open and read) and retain (save) the electronic documents, you are required to have certain hardware and software including, but not limited to, access to an email address, a computer/tablet/mobile device with Internet or mobile connectivity and sufficient storage to save and/or print, and a current web browser that includes 128-bit encryption. HMR's system requirements are the same as the ones stated in AppFolio's Terms of Service including any updates to them. To locate the latest system requirements, go to HMR's Portal and find the section, e-Notices and System Requirements, in AppFolio's Terms of Service for the Portal.
- 2.9 HARDWARE OR SOFTWARE CHANGES:** If HMR's hardware or software system requirements change, and that change would create a material risk that you would not be able to access or retain your Electronic Records, HMR will give you notice of the revised hardware or software requirements. Continuing to use Electronic Services after receiving notice of the change is reaffirmation of your consent.
- 2.10 YOUR ABILITY TO ACCESS ELECTRONIC DOCUMENTS:** By completing this Terms of Agreement, Part I, signing it, and giving your express written consent, you acknowledge that you can access and retain electronic documents.
- 2.11 CONSENT TO ELECTRONIC DOCUMENTS, CONTRACTS, E-SIGNATURES AND EMAIL:** By signing this HMR Terms of Agreement, Part I, you are giving your express written consent and are consenting to use Electronic Documents, Contracts and E-signatures with HMR, as stated in the terms and conditions of this HMR Terms of Agreement, Part I (including in but not limited to this Section 2), and in the HMR Terms of Agreement, Part II, that can be found under Rental Information at www.HoltonMountainRentals.com.

Section 3: EMAILS

By signing this online Rental Agreement, you give your express written consent to receive emails as stated in Section 3 of this Terms of Agreement, Part I. They can be sent by various methods including **INDIVIDUALLY OR SENT USING THE PORTAL'S AUTOMATIC TELEPHONE DIALING SYSTEM DIALER ("ATDS") OR AUTODIALER FEATURE** from HMR or others acting on HMR's behalf.

- 3.1 EXPRESS CONSENT:** If you have signed the Lease Contract for the dwelling unit you are renting from HMR, then you have given your Express Consent as defined in "Electronic Communications and Electronic Documents" (R&R, Article II, Section 17) to be contacted by HMR by email, cellular and/or other calls for transactional and informational purposes. For additional details see "Express Consent" ("Terms of Agreement, Part I, Section 1.1"). If your Express Consent is part of a written contract, the Opt-Out provision in this Section 3.4 does not apply to emails and/or calls made by HMR to you at your email address and/or numbers, provided they are made for transactional and informational purposes. **This express consent also applies to any Co-Signer who has signed Lease Contract.**
- 3.2 EMAIL ADDRESS:** In order to receive Electronic documents, contracts, e-Notices as stated in Section 2 of this agreement and to use the Portal, you must have an e-mail address and provide it to HMR. You hereby state that you are the owner or authorized user of the email address that you have provided to HMR on the guest card, pre-leasing application, rental application, co-signer form, or other form (whichever applies) and/or posted to the Portal. You hereby authorize Landlord, HMR, Build Repair, LLC (an affiliated maintenance provider for HMR), HMR's and Build Repair LLC's service providers and their representatives, agents, successors, assigns, employees, officers and directors and the Property Owner (of the dwelling unit that you are applying to rent or Co-Sign for), to contact you via this email address that you have provided to HMR for any of the reasons cited in this HMR Terms of Agreement, Part I. If your email address changes or becomes disabled it is your responsibility to notify HMR and AppFolio immediately by updating your email address in the Portal or update it with HMR if you are not using the Portal.
- 3.3 NON-MARKETING AND MARKETING MESSAGES:** That HMR or others acting on HMR's behalf may send, make, or deliver messages in various formats including but not limited to emails, internet to phone (email to email and/or email to text messages) containing non-marketing and marketing messages to you in the future. These emails, internet to phone (email to email and/or email to text messages) may include any information regarding rental housing including but not limited to: the rental process, tenancy, renewals, financial matters, services, maintenance, and any other services offered by or through HMR. This also includes emails, internet to phone (email to email and/or email to text messages) for maintenance services provided by Landlord, HMR, Build Repair, LLC (an affiliated maintenance provider for HMR), HMR's and Build Repair LLC's service providers and their representatives, agents, successors, assigns, employees, officers and directors and the Property Owner (of the dwelling unit for which you are applying to rent and/or Co-Sign for). While you and HMR agree that there is no limit to the number of emails, internet to phone (email to email and/or email to text messages) sent by either party, the frequency and number of such emails, internet to phone (email to email and/or email to text messages) may vary depending on your needs and HMR's needs.
- 3.4 HOW TO OPT-OUT OF MARKETING EMAILS:** IF YOU HAVE GIVEN YOUR EXPRESS CONSENT TO HMR TO RECEIVE EMAILS, YOU CAN ONLY STOP RECEIVING EMAILS WITH A MARKETING MESSAGE TO YOUR EMAIL ADDRESS(ES) FROM HMR. YOU CAN OPT-OUT OF MARKETING EMAILS BY PROVIDING WRITTEN NOTICE TO HOLTON MOUNTAIN RENTALS at PO Box 3075, Boone, NC 28607, BY EMAILING HOLTON MOUNTAIN RENTALS at unsubscribe@holtonMountainRentals.com, or by calling 828-264-3644. **YOU ARE NOT REQUIRED TO SIGN THIS TERMS OF AGREEMENT, PART I IN ORDER TO BE ABLE TO RENT OR LIVE IN A DWELLING UNIT HMR MANAGES.** As previously stated in "Express Consent" ("Terms of Agreement, Part I, Section 1.1") of this agreement, if your Express Consent is part of a written contract, you cannot Opt-Out of emails, cellular and other calls provided they are made for transactional and informational purposes by HMR, except by mutual written consent of you and HMR.
- 3.5 CONSENT TO EMAILS:** By signing this online Rental Application, you are giving your express written consent (as defined herein) and are agreeing to use emails with HMR as described in this HMR Terms of Agreement, Part I (including but not limited to this Section 3) that is a part of this online Rental Application and agreeing to the HMR Terms of Agreement, Part II that can be found under Rental Information at www.HoltonMountainRentals.com.

Section 4. HMR's ONLINE PORTAL AND HMR'S WEBSITE FOR ELECTRONIC COMMUNICATIONS AND ELECTRONIC DOCUMENTS

- 4.1 HMR WEBSITE:** The www.HoltonMountainRentals.com ("HMR Website") is a separate website from the HMR Portal with each one having its own web address. You can access the HMR website with an internet connection from either a computer or a mobile device. In addition to information about each of HMR's rental properties, it contains the latest versions of HMR's Terms of Agreement, Part I (both versions), Terms of Agreement, Part II, and HMR's Privacy Policy under the Rental Information tab. Many of the rental forms and different leasing documents (including sample copies) for Holton Mountain Rentals are also available under the Rental Information tab. Review, save or download a PDF form of any available document. You can contact HMR or if a Tenant submit your work orders through it.
- 4.2 HMR PORTAL:** The Portal is a digital online website that can be used on your computer or you can download it's mobile app. You and HMR can communicate electronically through emails, your cellular calling number, text messages and/or internet to phone (email to email and/or email to text messages) messages, very efficiently. You can share, conveniently receive, review and sign electronic documents and contracts electronically, submit work orders, from different locations, and make online payments and more. Documents and records can be retrieved by you from the Portal where they are stored in the cloud on the internet. In addition, you can make your rent payments online including eChecks ("ACH checks"), debit cards and credit cards (there is an additional fee for you to use debit/credit cards) and submit work orders. Your express written consent to this HMR Terms of Agreement, Part I and the Rental Application of which it is a part, and the HMR Terms of Agreement, Part II along with an invitation from HMR, allows you to fully use the HMR Portal for the entire period you rent from HMR.
- 4.3 ELIGIBILITY:** To receive HMR electronic communications and electronic documents and/or enroll in the HMR Portal, you agree that you: are a resident of the United States, eighteen (18) years of age or older, the owner or an authorized user of the mobile cellular phone number and email address that you are using to enroll in the HMR Portal or have otherwise provided HMR, and you understand you are responsible for and are authorized to incur any mobile message or data charges incurred by participating. HMR reserves the right to require you to prove the foregoing to access the HMR Portal and HMR Website and to accept HMR cellular calls, text messages and emails.
- 4.4 AGREEMENT TO PORTAL TERMS AND CONDITIONS:** The Portal is a service to which HMR contracts, licenses and subscribes to, from a third-party provider AppFolio, Inc. ("AppFolio") located at 50 Castilian Dr., Goleta, CA 93117. It is called AppFolio property manager and the software for it is provided by AppFolio. HMR calls it the "Portal" or "HMR Portal"). Any person using the Portal must agree to the terms and conditions in the Terms of Service for AppFolio found on the Portal, the ones in this HMR Terms of Agreement, Part I (which is part of the online Rental Application) and agree to the additional terms and conditions in the HMR Terms of Agreement, Part II, which are found on the www.HoltonMountainRentals.com website under Rental Information, and are incorporated by reference and made a part of this HMR Terms of Agreement Part I. You agree that if HMR determines it is necessary, that the Portal provider is subject to being changed with seven (7) days written notice to you.
- 4.5 PORTAL AS AN AUTODIALER:** The Portal is considered an Autodialer for texting and some other purposes. You give your express written consent to receive all types of calls and messages sent through the Portal, including ones sent by various methods, including individually or sent using the Portal's automatic telephone dialing system dialer ("ATDS") or Autodialer feature from HMR or others acting on HMR's behalf.
- 4.6 OPTION NOT TO USE PORTAL:** YOU ALSO HAVE THE OPTION NOT TO PROVIDE EXPRESS WRITTEN CONSENT OR TO WITHDRAW YOUR CONSENT. You may withdraw your consent to use the Portal in the manner stated in section 2.5 of this Terms of Agreement. Without your express written consent or by you withdrawing it, you will be unable to use the Portal and the rental process will need to be conducted with paper documents and by mail or in person.
- 4.7 CONSENT:** By signing this Terms of Agreement, Part I you are giving your express written consent to using and continuing to use HMR's Website and HMR's Portal and other electronic means including, but not limited to, sending and receiving electronic communications and electronic documents (as defined herein) with HMR as described in this HMR Terms of Agreement, Part I. Use of the Portal is by invitation from HMR.
- 4.8 MISUSE OF PORTAL PROHIBITED:** You agree that you will not misuse the Portal for any reason, including the reasons stated in AppFolio's Terms of Service which are available for your review on the Portal. HMR and/or Appfolio have the right to suspend or withdraw your access to the Portal for any reason, without affecting the remainder of an existing or future Lease Contract, and HMR WILL NOT discount, abate or prorate your rent. Use of the Portal is offered as a convenience to you and is not a right of tenancy.

Section 5. OTHER TERMS AND CONDITIONS

This section of this HMR Terms of Agreement, Part I contain additional information, terms and conditions that you should read and review.

5.1 TERMS OF AGREEMENT PART II: The HMR Terms of Agreement, Part II can be found under Rental Information at www.HoltonMountainRentals.com. Please read and review them. By giving your express written consent and signing this HMR Terms of Agreement, Part I, (HMR Website version), you are also giving your express written consent to the HMR Terms of Agreement, Part II. **THE HMR TERMS OF AGREEMENT, PART II CONTAINS ADDITIONAL TERMS AND CONDITIONS THAT ARE INCORPORATED BY REFERENCE AND ARE MADE A PART OF THIS HMR TERMS OF AGREEMENT, PART I AS IF FULLY SET OUT HEREIN.** In addition, once you give your express written consent to the HMR Terms of Agreement, Part I and Part II, they also become a part of the Lease Contract for the dwelling unit you are renting from HMR and are incorporated into the Lease Contract for it by reference.

5.2 ACTING AS CO-SIGNER'S INTERMEDIARY: You agree that you are or were acting as the Co-Signer's intermediary when you provided HMR with the Co-Signer's contact information including the Co-Signer's mailing address, phone number, email address and cellular number(s). They were provided in the Pre-leasing form or Pre-leasing Application, Guest Card, Rental Application, posted to the Portal or otherwise. That you have asked and received the express consent of Co-signer to share the Co-signer's contact information with HMR for the purpose of HMR contacting Co-Signer electronically or otherwise on your behalf for rental purposes.

This grant of limited authority to you by HMR including your granted limited authority (limited to this action) to act on HMR's behalf to secure permission from your Co-signer, for HMR to contact the Co-signer by mail, telephone, email, cellular number, does not in any way make you an employee or give you any rights of employment, etc. This securing of permission and consent benefits you by increasing the ways HMR can communicate with your Co-signer.

5.3 ACTING AS ROOMMATE(S) INTERMEDIARY: You agree that you are or were acting as your Co-Applicant(s)/roommate(s)/Co-Tenant(s) ("roommate(s)") intermediary when you provided HMR with the roommate(s) contact information including the roommate(s) mailing address(s), phone number(s), email address(s) and cellular number(s). That they were provided in the Pre-leasing form or Pre-leasing Application, Guest Card, Rental Application, posted to the Portal, or otherwise. That you have asked and received the express consent of each roommate(s) to share each roommate(s) contact information with HMR for the purpose of HMR contacting each roommate(s) electronically or otherwise on your and their behalf for rental purposes.

This grant of limited authority to you by HMR including your granted limited authority (limited to this action) to act on HMR's behalf to secure permission from each of your roommate(s), for HMR to contact each roommate(s) by mail, telephone, email, cellular number, does not in any way make you an employee or give you any rights of employment, etc. This securing of permission and consent benefits you and your roommate(s) by increasing the ways HMR can communicate with your roommate(s).

5.4 HMR WEBSITE VERSION: This is the HMR Website version of the HMR Terms of Agreement, Part I. By signing this agreement, you are giving your express written consent to sending and receiving electronic communications and electronic documents with HMR. In addition, you are giving your express written consent to the HMR Terms of Agreement, Part II, that is incorporated into this Terms of Agreement, Part I by reference. There is a second version of the HMR Terms of Agreement, Part I that is part of the online Rental Application and that version in also contains terms and conditions regarding the online Rental Application that this HMR Website version does not. The terms and conditions for electronic communications and electronic documents in the first four sections of both versions are very similar.

5.5 SURVIVAL: By giving your express written consent to this HMR Terms of Agreement, Part I and the separate HMR Terms of Agreement, Part II, document available at www.HoltonMountainRentals.com under Rental Information, you agree that all provisions in Sections 3.4 through 3.12 of the Terms of Agreement, Part II regarding Severability, Release, No Warranties; Limitation of Liability, Class Action Waiver, Arbitration, Attorney Fees, Applicable Law, and Survival shall survive the termination of the Lease Contract and any renewals of the Lease Contract, the HMR Terms of Agreement, Part I (either as part of the online Rental Application or as a separate HMR Website document), and the HMR Terms of Agreement, Part II document. These provisions shall remain in effect until the applicable statute of limitations has expired. More details about Survival in the HMR Terms of Agreement, Part II.

5.6 CLASS ACTION WAIVER: A Class Action Waiver applies to this Terms of Agreement, Part I. A Class Action Waiver applies to this Terms of Agreement, Part I. See "Class Action Waiver" (Terms of Agreement, Part II, Section 3.8), which is incorporated by reference as a part of this Terms of Agreement, Part I for more details.

5.7 BUSINESS RELATIONSHIP ESTABLISHED: You agree that by you contacting HMR and applying to rent a dwelling unit from HMR, a business relationship has been started and is being established between you and HMR. Both you and your Co-Signer agree that this business relationship has been extended to your Co-Signer, when you acting as your Co-Signer's intermediary, provided HMR with your Co-Signer's contact information, so that the Co-Signer could provide the necessary information to HMR to be able to be a Co-Signer.

As stated in sections 1.8, 2.11, 3.5, and 4.7 of this HMR Terms of Agreement, Part I, by signing you are giving your express written consent to receiving electronic communications and electronic documents as defined in this HMR Terms of Agreement, Part I and you are agreeing to terms and conditions in this HMR Terms of Agreement, Part I and in the HMR Terms of Agreement, Part II that is made a part of this document as stated herein in Section 5.1.

_____ (SEAL) DATE: _____
Tenant or Co-Signer Signature

HOLTON MOUNTAIN RENTALS

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