

Holton Mountain Rentals

Parking Space Rental -PARKING POLICIES

Appletree, Campus Pointe, Campus West, Convocation, Stone Creek & Windy Hill Pay Parking Lots.

These are private parking lots and not affiliated with Appalachian State University.

The following terms and conditions will be effective 24 hours a day, 7 days a week, 365 days a year. These terms and conditions supersede any previous terms and conditions by Holton Mountain Rentals "HMR" for parking in pay parking lots.

- A. Parking Space Contract is hereafter referred to as "PSC".**
- B. DISPLAYING STICKERS:** Any vehicle parked in the Appletree, Campus Pointe, Campus West, Convocation, Stone Creek & Windy Hill Pay Parking Lots must have an authorized parking sticker, properly dated, prominently displayed and permanently affixed in the proper place. If the sticker is not properly displayed, the car will be considered illegally parked and will be subject to being immobilized and/or towed accordingly. This sticker is only good for parking in the lot you are assigned to.
- 1. Place the sticker in the lower corner of the front windshield on passenger side!** If the sticker is not properly displayed, the car will be considered illegally parked. There are **NO EXCEPTIONS TO PARKING POLICIES AND SIGNS**, so please do not ask for an exception to be made.
 - 2. Stickers must be permanently affixed.** Stickers that have been removed or tampered with in anyway are considered invalid.
- C. WHERE TO PARK:**
- 1. ASSIGNED PARKING SPACES:** Appletree parking lot has assigned parking spaces and you must park only in the one you are assigned. Stone Creek parking lot has certain parking spaces marked with a **P** for paid parking and you can only park in one of those spaces marked with a **P**. Otherwise you are subject to being towed. In all other parking lots, most of the parking spaces are not assigned and you can park in any parking space that does not have signage restricting it.
 - 2. VEHICLE MUST BE PARKED IN A MARKED PARKING SPACE:** Landlord, at his option, may have any vehicles that are improperly parked, not in a delineated parking space and/or without a valid permit, towed away, or otherwise removed, and stored at Tenant's risk and expense. Tenant does hereby further irrevocably constitute and appoint Landlord as Tenant's Attorney in Fact to: (1) remove any vehicles parked or stored in violation of this Parking Policy and to store the same at expense of Tenant in such place(s) as Landlord, at its sole discretion, may deem proper, (2) move any authorized vehicles of Tenant at Landlord's expense out of the way for any maintenance, repairs, parking lot striping, snow removal, etc. if, in Landlord's opinion, it is in the way and Tenant has not responded to Landlord's attempt to contact him and /or Tenant fails to move vehicle in a timely manner.
 - 3. TENANTS SHALL NOT BLOCK:** trash dumpster, parking lot entrance or aisle, Vehicle is subject to being towed.
 - 4. TENANTS PARK AT THEIR OWN RISK:** Tenant agrees that Landlord, its agents, or assignees shall not be held responsible for any loss of, damage to, or theft of any vehicle parked anywhere on the grounds or premises of the parking lot, or to any personal property left in the vehicle. **This includes accidents, physical or bodily damages, vandalism, acts of God or nature that may occur in the parking lot Tenant is leasing a parking space in.**
 - 5. TOWING OR MOVING VEHICLE:** Landlord, at his option, may have any vehicles that are improperly parked including in more than one parking space and/or without a valid permit, towed away or otherwise removed, and stored at Tenant's risk and expense. Tenant does hereby further irrevocably constitute and appoint Landlord as Tenant's Attorney in Fact to: (1) remove any vehicles improperly parked or stored in violation of this Parking Space Contract and to store the same at the expense of Tenant in such place(s) as Landlord, at its sole discretion, may deem proper, (2) move any authorized vehicles at Landlord's expense out of the way of any maintenance, repairs, parking lot striping, snow removal, etc. in Landlord's opinion it is in the way and Landlord has been unable to reach and/or get Tenant to move it first.
- D. REPLACEMENT STICKERS:** The charge is **\$25.00 for a replacement sticker**. You must return the old parking sticker with the serial number intact or remove it in Landlord's presence **If sticker is lost you must pay the full or a pro-rated leasing price for a parking space** (\$25.00 replacement charge does not apply to lost parking stickers).
- E. CHANGING VEHICLES:** If you change vehicles for any reason you must contact HMR's office during office hours and pick up a temporary parking permit before parking in the parking lot. **Do Not park in the parking lot without a valid parking sticker. DO NOT TRANSFER YOUR PERMANENT STICKER TO A NEW VEHICLE FOR ANY REASON; it is only valid on the vehicle that is registered. Your vehicle is considered to be illegally parked and is subject to being immobilized and/or towed at your expense without a temporary or the correct permanent parking sticker affixed to the vehicle.**
- F. NO TAILGATING ALLOWED INCLUDING ON FOOTBALL GAME DAYS.**
- G. AUTO REPAIRS are prohibited except to repair a flat tire (This included changing the oil).**
- H. All Vehicles must be in working order and properly registered.**
- I. No consumption of alcohol and/or illegal drugs in the parking lot.**
- J. PARKING SPACE RENTED:** Tenant is leasing one parking space for the vehicle listed, Rental Period stated and in parking lot identified in this PSC. Vehicle is not to be occupied by any person at any time other than when the vehicle is parking in the parking lot or Tenant is getting in vehicle to leave the parking lot. **No loitering allowed. No Trailers allowed.**
- K. PARKING STICKER PURCHASES ARE NON-REFUNDABLE:** Once a parking space is leased the Landlord is agreeing to make it available for you, whether you use it or not. Once the rental amount is paid for it is **Non-Refundable and no credits will be offered for any reason including for reasons of COVID-19.**
- L. VEHICLE SIZE LIMIT:** Vehicle size limit for each Parking Lot is as stated in parking lot description on the HMR Parking Space Rental Form. Holton Mountain Rentals reserves the right to refuse any vehicle for any reason.
- M. SELLING A PARKING STICKER:** You may at any time, for any reason, sell your parking sticker. For a sale to be valid, the replacement tenant must meet the Landlord's normal qualifications including vehicle size, fill out & signs a PSC and return the old sticker to qualify for the purchase of a replacement sticker as stated. See **Section D. Replacement Sticker.**

- N. AGENT'S AUTHORITY:** Holton Management, Inc., dba Holton Mountain Rentals, as agent for property owner shall have the authority under this PSC to act as Landlord on behalf of Property Owner. The agent or his employees shall not be held liable to Tenant for any obligation or promise of Landlord or imposed by law.
- O. There is no snow removal provided at any time. If any snow is removed it is a courtesy by the Landlord.**
- P. NOTICE:** These parking policies are subject to change with 7 days' notice by email to the Tenant's email address listed.
- Q. RENTAL RATE.** For and in consideration of the Rental Rate shown on the PSC, paid by Tenant to Landlord, the receipt and sufficiency of which is hereby acknowledged. Landlord does hereby rent to Tenant for the Rental Period set forth herein one parking space in the parking lot marked herein. Parking Space Rental Rate to be paid by Tenant in advance for one parking space for said Rental Period.
- R. SUBJECT TO AVAILABILITY:** Parking Spaces are rented on a first come basis. This parking space contract is subject to availability of parking spaces. Landlord reserves the right to not rent to Tenant a parking space and to refund/return Tenant's rental payment. This parking space contract is not valid until signed by Landlord.

Updated: July 1, 2021