

PARKING SPACE LEASE

THIS PARKING LEASE (this “Lease”) is dated as of the ____ day of _____, 202__ (the “Effective Date”) between Trustees of Greenway Baptist Church (“Landlord”), and _____ (“Tenant”).

RECITALS

WHEREAS, Landlord owns certain property in Boone, North Carolina, which contains a surface parking lot and is identified as tax parcel identification number 2910410516000 as further shown on the attached Exhibit A (“Parking Lot”); and

WHEREAS, Landlord has agreed to lease to Tenant, pursuant to the terms and conditions set forth herein, an unreserved parking space located in the Parking Lot (“Parking Space”).

AGREEMENT

THEREFORE, in consideration of the recitals set forth above, the payments payable pursuant to this Lease by Tenant to Landlord and the mutual covenants and provisions of this Lease, Landlord hereby leases to Tenant, and Tenant does hereby rent from Landlord on a non-exclusive and a non-reserved basis, the Parking Space within the parameters of attached map and exclusive of spaces marked “RESERVED”.

1. Designation of Vehicle and Parking Space. Landlord hereby lets to Tenant to use the following described parking space(s) within the Parking Lot (whether one parking space or more, the “Parking Space”) for the use of only the below described motor vehicle:

Number of parking spaces(s): _____

	Make	Model	Year	Plate # / State
Vehicle 1				
Vehicle 2				

☐ Parking Space is not assigned. Tenant may park in any, unreserved, open parking space, within the Parking Lot.

□ This Agreement is on an Appalachian State University Semester basis. Owner may terminate this Agreement on 30 days prior written notice. Tenant is responsible for Rent through the expiration of such 30-day period.

2. Rent. Tenant shall pay to Landlord rent for Full Spring or Fall Term \$400. Summer Term \$200 payable 10 days prior to the first (1st) day of each Appalachian State University Semester.
3. Repairs and Maintenance. Except as otherwise expressly set forth herein, the Landlord (or Landlord's designee, as the case may be) agrees to operate, repair, maintain and replace the Parking Lot in a good repair. Notwithstanding the foregoing, if damage to the Parking Lot is caused by the negligence of Tenant or any of its guests, or invitees (collectively, "Tenant Parties"), Landlord shall repair such damage at Tenant's expense.
4. Rules and Regulations. Landlord reserves the right to make and enforce general rules and regulations regarding the use of the Parking Lot, including designation of parking spaces or levels for use by certain parties or types of vehicles.
5. Towing. To the maximum extent permitted by applicable law, Landlord reserves the right to tow or have any vehicles towed due to nonpayment of Rent or violation or breach of any other term or provision of this Agreement without advance written notice to Tenant.
6. Legal Requirements; Vehicle Condition; No Maintenance or Repairs Allowed on Site. Tenant shall ensure that the Vehicle must maintain at least minimum required automobile insurance and be properly registered and titled under applicable law. Tenant shall not use the Parking Space for any illegal activity or purpose. Non-functioning vehicles shall not be parked or stored in the Parking Lot. Vehicle maintenance and repair, including without limitation to oil changes and changing tires, shall not be done in the Parking Lot. If a vehicle requires repair, Tenant shall tow the vehicle, at Tenant's sole cost and expense, off premises to a suitable location to effect such repairs, Tenant shall only use the Parking Space for vehicular parking. Overnight camping or sleeping are absolutely prohibited. Storage of bicycles, household items, combustibles, furniture, tools, boxes, and other personal effects is hereby expressly prohibited. No vehicle will exceed 230" in length and only one vehicle allowed per parking space.
7. Indemnity. Tenant shall defend, indemnify and hold harmless the Landlord from and against all expenses, liabilities, obligations, damages, penalties, claims, actions and costs (including reasonable attorney's fees and expenses) arising in connection with any loss of life, bodily injury or damage to property arising or alleged to be arising from the negligence or willful misconduct of Tenant or any Tenant Party.

8. Remedies. If Tenant defaults in the performance of any of the provisions of this Lease, Landlord shall be entitled to terminate this Lease with immediate effect.
9. Assignment and Subletting. Tenant shall not assign or sublet any rights or obligations under this Lease.
10. Notices. Any notice required or permitted to be given under this Lease shall be in writing and shall be deemed to have been given when sent as follows:

To Landlord: 880 Greenway Rd, Boone, NC 28607	
To Tenant:	

11. Surrender. Upon expiration of the Term, Tenant, at Tenant's sole cost and expense, shall cease or occupying any portion of the Parking Lot.
12. Release of Liability. Tenant acknowledges and agrees that all motor vehicles (including all contents thereof) shall be parked in the Parking Lot at the sole risk of Tenant and each other Tenant Party, it being expressly agreed and understood Landlord has no duty to insure any of said motor vehicles (including the contents thereof), and Landlord is not responsible for the protection and security of such vehicles. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, LANDLORD SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY PROPERTY DAMAGE OR LOSS WHICH MIGHT OCCUR ON THE PARKING LOT AS AS RESULT OF OR IN CONNECTION WITH THE PARKING OF MOTOR VEHICLES IN THE PARKING LOT OR THE UNAVAILABILITY OR ANY PARKING SPACE, UNLESS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR LANDLORD, ITS EMPLOYEES OR AGENTS. The parking area s in a 100-year flood zone. It will be the Tenants responsibility to move their vehicle in the event of a flood. The Landlord will, in no way, be responsible for the Tenant's losses due to any Acts of God, war, terrorism or intentional damage by others.
13. Governing Law. This lease and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of North Carolina.
14. Closure. The temporary closure of the Parking Lot for the limited time required by emergency, essential maintenance, or other exigent circumstance shall not be deemed to

be unreasonable interference and Tenant shall have no claim against Landlord hereunder in the event of such closure or limitation.

15. No Waiver. No waiver of any breach of any one or more of the conditions or covenants of this Lease by the Landlord or by the Tenant shall be deemed to imply or constitute a waiver of any succeeding or other breach under this Lease.
16. There is no snow removal included in this agreement. Any snow removal will be at the Landlord's discretion and for its own cause. Any previous snow removal will not guarantee any future similar action.

IN WITNESS WHEREOF, the undersigned execute this Agreement as of the date set forth above:

Landlord: Trustees, or their assigns, of Greenway Baptist Church By: _____ Name: Date:	Tenant Signature: _____ Name printed: Date: Phone:
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