Shared Use Agreement for Parking Facilities

This Shared Use Agreement for Parking Facilities, entered into July 8, 2024, of between Wes Hite hereinafter called Lessor, and The Town of Black Mountain, hereinafter called Lessee.

In consideration of the covenants herein, Lessor agrees to share with Lessee certain parking facilities, located at 101 West Street in the Town of Black Mountain, County of Buncombe and State of NC, hereinafter called the facilities, described as the parking area shown on Exhibit A, representing 14 parking spaces.

LEASEHOLD AREA

The parking area shown on Exhibit A, representing 14 parking spaces, is leased to the Town of Black Mountain and shall be available for public parking Monday through Friday except when the property owner is open for business or when parking is needed by the Lessor for its own events. Parking by the public will not be permitted on Monday through Friday 8:00AM to 5:00PM. Parking will be available to the public after 5:00PM Monday through Friday and on Saturday and Sunday. The lessor reserves the right to allow overnight parking. The Lessor reserves the right to restrict parking at any time, without notice.

LEASE TERM AND OPTION FOR EXTENSION

This agreement shall have a two-year term, beginning on July 10, 2024 and ending July 10, 2026.

MAINTENANCE

In consideration of the right to the use of the facilities to provide public parking, the Lessee shall provide, as reasonably necessary, asphalt repair work, striping, seal coating, and snow removal. Lessee shall provide waste cans and waste removal services as appropriate to the leasehold area.

SIGNAGE

Lessee shall provide signage, meeting with the written approval of Lessor, designating usage allowances.

ENFORCEMENT

Lessor and Lessee each reserve the right to tow, at the expense of the vehicle owners, vehicles improperly parked or abandoned. All enforcement shall be coordinated with the Black Mountain Police Department.

COOPERATION

Lessor and Lessee agree to cooperate to the best of their abilities to mutually use the facilities without disrupting the other party. The parties agree to meet on occasion to work out any problems that may arise to the shared use. In any event, if there is a conflict between the needs of the Lessor and the Lessee as priority of use, the Lessor's needs shall prevail if a solution cannot be agreed by the parties.

SUPERVISION

Neither the Lessor nor the Lessee will provide supervision or management of the facility, except that Lessor will be responsible for providing necessary signage or other notice when the facility is to be used for activities of the Lessor and closed to use by the public.

INSURANCE

At their own expense, Lessor and Lessee each agree to maintain liability insurance for the facilities as is standard for their own business usage.

INDEMNIFICATION

The Lessee agrees to indemnify and hold the Lessor harmless from any claims for injury to persons or property arising out of the use of the facilities by the public, including actual damages and reasonable attorney fees incurred defending against such claims, and the Lessor agrees to hold the Lessee harmless from any claims for injury to persons or property arising out of the use of the facilities by the Lessor during its own use and activities, including actual damages and reasonable attorney fees incurred defending against such claims.

TERMINATION

If Lessor transfers ownership, or if part or all of the facilities are condemned, or access to the facilities is changed or limited, Lessee may, in its sole discretion terminate this agreement without further liability by giving Lessor not less than 60 days prior written notice. Upon termination of this agreement, Lessee agrees to remove all signage and repair damage due to excessive use or abuse. Lessor agrees to give Lessee the right of first refusal on subsequent renewal of this agreement.

_____ _____

Josh Harrold, Town of Black Mountain Date

_____ _____

Wes Hite Date

Shared Parking Agreement

Exhibit A: Shared Parking- Wellspring Direct Primary Care, 101 West Street



June 25, 2024

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0 0.015 0.03 0.06 km