

Garage Parking Contract
301 East 8th Street

Lessee's Name: _____

Billing Address: _____

Phone No: _____

Email Address: _____

Please provide the information below if you elect to pay by credit card.

Name: _____ Credit Card Number: _____

Expiration Date: _____ Type (ie. Visa/MC): _____

Lease Commencement Date: _____ Assigned Card No.: _____

Terms of Contract

- Lessee will pay **\$135.00 per month** rental to St. David's Episcopal Church ("Owner") in exchange for the use by Lessee of a single space in Owner's parking facility located at 301 East 8th Street, Austin, Texas ("Parking Garage"). This amount is due and payable on or before the first day of each calendar month, without notice or demand of any kind. Charges for partial months shall be pro-rated on a per diem basis. Parking privileges may be suspended immediately without notice for Lessee's failure to timely pay the monthly rental.
- The monthly rental amount payable by Lessee may be changed by Owner on not less than forty-five (45) days prior written notice to Lessee at the above address.
- Beginning with the first full calendar month following the Commencement Date, this Contract shall automatically renew on a month to month basis unless either party gives the other party not less than thirty (30) days prior written notice of intent not to renew.
- Lessee acknowledges receipt of one garage access card and agrees to pay Owner its then current replacement fee for lost or stolen garage access cards. The current replacement fee is \$30.00 per access card.
- Use of the Parking Garage is restricted to the above described automobile. Lessee is not entitled to a refund or credit for non-use of the Parking Garage during the term hereof, regardless of the cause for non-use.
- Lessee's use of the Parking Garage is subject to the Rules and Regulations promulgated by Owner from time to time. The current Rules and Regulations are attached hereto.
- Owner may immediately revoke Lessee's parking privileges if Lessee:
 - shares use of its access cards with other individuals;
 - breaches the Rules and Regulations for the Parking Garage;
 - fails to make timely payment of the rental under this Contract; or
 - vandalizes, steals or abuses the Parking Garage, property therein, and/or Parking Garage staff.
- ***Lessee agrees that Owner and its members, employees and officers ("Owner Parties"), jointly and severally, shall not be liable to Lessee and/or Lessee's guests and invitees, and Lessee hereby releases and agrees to indemnify and hold harmless the Owner Parties, jointly and severally, from and against all claims and liabilities of every kind and nature arising from or pertaining to (i) theft of or damage to Lessee's vehicle; (ii) theft of personal property from Lessee's vehicle, and/or (iii) injury or death to Lessee and/or Lessee's guests and invitees when the same occurs in or near the Parking Garage, REGARDLESS OF WHETHER THE SAME IS CAUSED IN WHOLE OR IN PART BY THE SOLE OR CONCURRENT NEGLIGENCE OF THE OWNER PARTIES.***

Signature of Cardholder:

ST. DAVID'S EPISCOPAL CHURCH

By its authorized representative

Name: _____

Date: _____

Name: _____

Date: _____

PARKING RULES AND REGULATIONS

The following rules and regulations apply to Lessee and all other individuals using the parking garage.

1. **Traffic Signs.** All persons parking in the Parking Garage or parking areas shall observe posted signs and markings regarding speed, stop signs, traffic lanes, reserved parking, no parking, stripes separating parking spaces, disabled spaces, etc.
2. **Control Devices.** Owner reserves the right to install or utilize any system of entry and exit control devices, tenant identification cards, or vehicle identification cards; and all persons parking in the garage or parking areas shall comply with such systems. Owner may impose reasonable charges for replacement of control device cards or other parking identification cards which are lost or damaged.
3. **Tenant Guest Parking.** Owner reserves the right to utilize any reasonable system by which lessees of the Parking Garage may pay for parking.
4. **Trash.** All persons parking in the parking garage or parking areas shall refrain from throwing trash, ashtray contents, or other debris on the garage floor or parking areas.
5. **Flat Tires.** No person may leave or store a vehicle in the Parking Garage for more than three consecutive days. Lessee is solely responsible for promptly repairing flat tires or other conditions of its vehicle that render a vehicle immobile.
6. **Removal of Unauthorized Vehicles.** If vehicles are blocking driveways or passageways or are parked in violation of these rules and regulations or state statutes, Owner may exercise vehicle removal remedies pursuant to Texas Transportation Code Sec. 684.001 et seq. (Vernon 1996).
7. **Liability.** All persons parking in the Parking Garage do so at their own risk. Charges are for the rental of parking space only. Owner assumes no responsibility whatsoever for loss or damage of vehicles or their contents, however caused.
8. **Access Cards.** Access cards are not transferable to another person or vehicle without the express prior approval of Owner.
9. **Speed Limit.** The speed limit in the Parking Garage is ten (10) miles per hour.
10. **No Double Parking.** No "double" parking is permitted in the Parking Garage. Lessee must park in the center of each space. Cars that are "double" parked are subject to being towed from the Parking Garage at the expense of the violator. If Lessee thereafter continues to "double" park, Owner may cancel the Lessee's access to the Parking Garage and void and render ineffective the Lessee's access card.
11. **No Reverse Parking.** Cars must be parked "head-in" only. No "reversed" parking is allowed.

Owner reserves the right to rescind these rules, make "reasonable changes, or make other reasonable rules and regulations for the safety, care, and cleanliness of the parking garage and parking areas and for the preservation of good order