

# ST. DAVID'S EPISCOPAL CHURCH

301 E 8th Street † 8th & San Jacinto † Austin, TX 78701  
512.610.3500 † www.stdave.org † info@stdave.org

## St. David's Bike Locker Application/Contract

I ("Lessee") recognize that if St. David's Episcopal Church ("Operator") accepts my application, the application and agreement will become a binding contract (the "Contract"), and that the Operator's acceptance of my application and subsequent lease are subject to my payment of any applicable fees. By signing this document, it shall evidence its acceptance of my application and the Contract shall become effective as of such date.

### Terms of Contract

- Payment and billing: Lessee will pay \$40 plus tax per calendar month. Payment is due in advance, without notice or demand of any kind, by check payable to the St. David's Hospitality Ministry, by credit card or by cash. Charges for partial months shall be pro-rated on a per diem basis.
- Beginning with the first full calendar month following the Commencement Date, the agreement shall automatically renew on a month to month basis unless either party gives the other party not less than a thirty (30) day's prior written notice of intent not to renew.
- A \$35 key deposit is required, payable at the beginning of the rental period. This deposit shall be returned upon receipt of the key at the end of the rental period.
- There will be a non-refundable \$35 replacement fee for lost keys. A new deposit will be required and the original key deposit will be forfeited.
- Lessee's use of the Bike Locker is subject to the Rules and Regulations promulgated by Owner from time to time. The current Rules and Regulations are attached hereto.
- Operator may immediately revoke Lessee's parking privileges if Lessee:
  - Breaches the Rules and Regulations;
  - Fails to make timely payment of the rental under this Contract; or
  - Vandalizes, steals or abuses the Bike Locker, Parking Garage, property therein, and/or staff.
- ***Lessee agrees that Owner and its members, employees and officers ("Owner Parties"), jointly and severally, shall not be liable to Lessee, 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 Bike or belongings; (ii) theft of personal property from Bike Locker, and/or (iii) injury or death to Lessee and/or Lessee's guests and invitees when the same occurs in or near the Bike Locker, REGARDLESS OF WHETHER THE SAME IS CAUSED IN WHOLE OR IN PART BY THE SOLE OR CONCURRENT NEGLIGENCE OF THE OWNER PARTIES.***

Lessee's Name: \_\_\_\_\_

Place of Employment \_\_\_\_\_

Billing Address: \_\_\_\_\_

Phone No's: \_\_\_\_\_

Email Address: \_\_\_\_\_

Commencement Date: \_\_\_\_\_

**Please provide the information on the attached sheet if you elect to pay by credit card.**

**Commencement Date:** \_\_\_\_\_

**St. David's Episcopal Church**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**LICENSEE:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Member Number Issued: \_\_\_\_\_

**Credit Card Payments**

By giving us this information you understand that your card will be charged automatically every month for the License Fee Amount unless we receive written notice 30 days in advance of the date you wish to cancel this agreement.

Billing Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_

\_\_\_\_\_

-----

Credit Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Type (Mastercard/ Visa/MC): \_\_\_\_\_

Zip Code Associated with card: \_\_\_\_\_

# ST. DAVID'S EPISCOPAL CHURCH

301 E 8th Street † 8th & San Jacinto † Austin, TX 78701  
512.610.3500 † www.stdave.org † info@stdave.org

## St. David's Bike Locker & Rack Rules and Regulations

1. **Membership Numbers and Key Tags:** Members will be assigned an individual number and two key tags displaying this number. One key tag will be used to enter the building and access the racks/showers. The other key tag is to be attached and displayed on the bike being stored.
2. **Access Hours:** St. David's internal Bike Racks are available during regular St. David's Operating Hours which, excluding recognized holidays, are:
  - a. Monday/Thursday/Friday from 7:00a.m. – 6:00p.m.
  - b. Sunday/Tuesday/Wednesday from 7:00a.m. – 9:00p.m.
  - c. Saturdays from 8:00a.m. – 1:00p.m.Showers are available during regular business hours except for Tuesdays between 9:30a.m. – 12:30p.m.

3. **Building access:** All cyclists are required to use the main entrance of St. David's, located at the corner of 8<sup>th</sup> and San Jacinto to enter and exit the building. Exiting through any other door is prohibited and will result in the termination of use of the lockers, racks and showers.

Cyclists using the racks or showers may walk their bike down the north corridor to the elevator or stairs for access to the basement. Mounting/Riding the bike in the building is prohibited

Holy Grounds, the St. David's coffee shop and bookstore is open to the public and can be visited by during regular shop hours.

4. Lockers and racks are for storing bicycles and bicycle gear only.
5. Bicycles are stored at the Member's risk. St. David's Episcopal Church is not responsible for the security of bicycles or related items stored.
6. Members are responsible for any damages to the bike locker, rack or showers
7. **Showers:** Due to the limited number of showers, cyclists are asked to limit their showers to 10 minutes. Toiletries and towels are not provided by St. David's. Clothes lockers in each restroom can be locked with a personal lock only for the time that the cyclist is using the restroom/shower. Personal items cannot be stored onsite and personal locks will be removed from clothes lockers if left after cyclist has departed the building.
8. **Long Term Parking:** St. David's offers day parking only. Overnight or long-term parking is not allowed on the internal bike racks located in the basement. In case of violation St. David's will have the option to impose a penalty in the amount of \$5 per day after the first day. Bicycles left overnight or long-term are subject to imposing penalties or may be discarded/donated/sold or turned over to the Austin Police Department. Exceptions to this rule will be made at the discretion of management.
9. **Inspection of bike and clothes lockers by St. David's:** St. David's reserves the right to inspect bike and clothes lockers with or without notice to the lessee or without consent by the Member. Member agrees that St. David's has the right to ensure that only a bicycle and related equipment for personal use are in the locker. In the event of Termination pursuant to this section, no refund of the Rental Payment shall be made.
10. **Liability.** All persons utilizing the bike racks or showers do so at their own risk. St. David's assumes no responsibility whatsoever for loss or damage of bicycles or other items, however caused.

St. David's 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.

Signature of Member: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Member number assigned: \_\_\_\_\_

Commencement Date: \_\_\_\_\_