

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 Commuter Bike Parking Membership Application

I am applying for membership to the St. David's Commuter Bike Parking Program. I recognize that if St. David's accepts my application, the application and agreement will become a binding contract (the "Contract"), and that St. David's acceptance of my application and subsequent activation of membership 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 and such date.

Terms of Contract

- Payment and billing: Member will pay \$20 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.
- Member's use of the Bike Racks is subject to the Rules and Regulations promulgated by St. David's from time to time. The current Rules and Regulations are attached hereto.
- St. David's may immediately revoke Member's parking privileges if Member:
 - Breaches the Rules and Regulations;
 - Fails to make timely payment of the Contract; or
 - Vandalizes steals or abuses the Bike Rack(s), showers, Parking Garage, property therein, and/or staff.
- ***Member agrees that St. David's and its members, employees, tenants and officers ("Owner Parties"), jointly and severally, shall not be liable to Member, and Member 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 Member's Bike or belongings; (ii) theft of personal property from Bike Rack(s), and/or (iii) injury or death to Member and/or Member's guests and invitees when the same occurs in or near the Bike Rack, REGARDLESS OF WHETHER THE SAME IS CAUSED IN WHOLE OR IN PART BY THE SOLE OR CONCURRENT NEGLIGENCE OF THE OWNER PARTIES.***

Member'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: _____

Member: _____

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: _____

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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. 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 8th 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 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: _____