

ST. DAVID'S EPISCOPAL CHURCH

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

MONTHLY PARKING LICENSE AGREEMENT

Licensee's Name: _____

Billing & Notice Address (With Zip Code): _____

Contact Person & Phone Number: _____

Fax & E-mail Address: _____

This Parking License Agreement ("License") is made on _____, 20__ ("Effective Date"), by and between St. David's Episcopal Church, referred to as Licensor, with its principal office for business located at 301 E. 8th Street, Austin, Travis County, Texas, Phone: 512-610-3500, Email: Garage@stdave.org, Attn: Director of Retail Services and Licensor operates a parking garage (the "Garage") situated on Lots 7, 8, 9 and 10, Block 86, Old City of Austin, Travis County, Texas (the "Property").

1. **License.** Starting on _____ ("License Start Date"), Licensor licenses to Licensee, and Licensee will take and pay for, one unreserved parking space(s) ("Parking Spaces") for passenger automobile parking. Licensee shall not have the right to occupy any particular Parking Space, and Licensee acknowledges that the Garage will be used by Licensor for parking for church services and other functions and that Licensor licenses parking spaces to other licensees on an unreserved basis. Licensor will provide Licensee with only one access card to the Garage for each Parking Space provided under this License. The rules as of the Effective Date are attached hereto. At all times, Licensee, Licensee's agents, employees and invitees must comply with Licensor's then-current Parking Rules and Regulations for the Garage.

2. **Term.** The term of this License shall begin on the License Start Date and continue through the last day of such month. This License shall be automatically renewed each month thereafter for a month long period unless Licensor or Licensee sends written notice of termination via facsimile with confirmation of receipt, or FedEx to the other party at the address set forth above, or such other address given by such party to the other party, by 30 days before the end of any such month.

3. **Monthly License Fee.** The initial monthly license fee shall be \$124.71 per month. The monthly license fee may be changed by Licensor on not less than forty-five (45) days' prior written notice to Licensee at the address above. Licensee must pay Licensor the monthly license fee and any Sales Taxes in advance with good funds on or before the first day of each calendar month under this License. Licensee shall pay to Licensor any tax or excise on rents, or other tax however described, levied or assessed against Licensor by any lawful taxing authority on account of Licensor's interest in this License on account of the rents or other charges reserved hereunder (as such charges may increase or decrease from time to time, collectively "Sales Taxes").

4. **No Bailment.** This License is one of licensing property and is not a bailment. Licensee shall assume full responsibility for its vehicles and for those of its employees, agents, and invitees, and for the contents of the vehicles. Licensee, as a material part of the consideration to be rendered to Licensor under this License, to the extent permitted by law, waives all claims against Licensor, its agents,

servants or employees for loss, theft or damage to property and for injuries to persons in, on or about the Garage, and Licensee shall indemnify, defend, and hold Licensor, its agents, servants and employees exempt and harmless from and on account of any damage or injury to any person, or to the property, goods, wares and merchandise of any person, arising from the use of the Parking Spaces or the Garage by Licensee, its agents, servants, employees, contractors, invitees or licensees.

5. ***Licensee's Assumption of Risk.*** All property belonging to Licensee shall be there at the risk of Licensee or such other person only. Licensor, its agents, or employees shall not be liable for injury to persons, or for damage to, theft of, or misappropriation of the property by any means. Licensee shall give prompt notice to Licensor in case of injury, damage, theft, or misappropriation. Licensee agrees that Licensor and its members, employees, representatives, agents, officers and invitees (collectively with Licensor, "Licensor Parties"), jointly and severally, shall not be liable to Licensee and/or Licensee's employees, agents and invitees, and Licensee hereby releases and agrees to indemnify and hold harmless the Licensor 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 Licensee's vehicles; (ii) theft of personal property from Licensee's vehicles, and/or (iii) injury or death to Licensee's employees, agents and invitees when the same occurs in or near the Garage, REGARDLESS OF WHETHER THE SAME IS CAUSED IN WHOLE OR IN PART BY THE SOLE OR CONCURRENT NEGLIGENCE OF THE LICENSOR PARTIES.

6. ***Damage to the Garage.*** Licensee will not in any manner deface or injure the Garage and agrees to pay on demand, indemnify, and defend Licensor for any damages to the Parking Spaces or to any other part of the Garage caused by any act or any misuse or abuse by Licensee or any of its employees, agents or invitees. Licensee agrees not to use or allow the Parking Spaces or the Garage to be used for any purpose prohibited by any law of the United States or of the State of Texas or by any ordinance of the City of Austin, and Licensee agrees not to commit waste or suffer or permit waste to be committed or to allow any nuisance on or in the Garage.

7. ***Default.*** In the event of any default by Licensee under this License, Licensor shall have the right to terminate this License and exclude Licensee, its agents, employees and invitees from the Garage. Upon termination, all privileges will be automatically revoked. Licensee must pay an administrative late fee of \$10.00 for each day past due that a license fee payment remains unpaid. In addition, Licensee must pay Licensor interest on any past-due amount owed by Licensee to Licensor under this License at the rate of 1.5% per month or the maximum rate allowed by law, whichever is less. This License and Licensee's right to the Parking Spaces may not be assigned by Licensee, nor may Licensee sublease or sublicense the Parking Spaces in whole or in part, without the prior written consent of Licensor, which Licensor may give or withhold in Licensor's sole discretion. Licensor may assign its rights and obligations under this License to any purchaser or operator of the Garage.

8. ***Assignment.*** This License and Licensee's right to the Parking Spaces may not be assigned by Licensee, nor may Licensee sublease or sublicense the Parking Spaces in whole or in part, without the prior written consent of Licensor, which Licensor may give or withhold in Licensor's sole discretion. Licensor may assign its rights and obligations under this License to any purchaser or operator of the Garage.

9. ***Liability.*** The liability of Licensor to Licensee for any default by Licensor under the terms of this License shall be limited to the proceeds of insurance available to Licensor; and Licensor shall not be personally liable for any judgment.

10. ***Complete Agreement.*** This License and the rules and regulations promulgated by Licensor for the Garage are the complete agreement of the Parties regarding the subject matter expressed and supersede any previous agreement. No party has relied on any verbal or written representation in entering into this Agreement except as expressly contained in this License. This License shall be governed by the laws of the State of Texas.

(Signature page follows)

LICENSOR:

St. David's Episcopal Church

By: _____

Date: _____

Name: _____

Title: _____

LICENSEE:

By: _____

Date: _____

Name: _____

Title: _____

Card Number Issued: _____

PARKING RULES AND REGULATIONS OF

PARKING GARAGE LOCATED AT 301 EAST 8TH STREET, AUSTIN, TEXAS The following rules and regulations apply to Licensee and all other individuals using the Garage.

1. **Traffic Signs.** All persons parking in the Garage or parking areas shall observe posted signs and markings regarding all matters, including without limitation, speed, stop signs, traffic lanes, reserved parking, no parking, stripes separating parking spaces, and disabled spaces.
2. **Control Devices.** Licensor reserves the right to install or utilize any system of entry and exit control devices, Licensee identification cards, or vehicle identification cards; and all persons parking in the Garage shall comply with such systems. Licensor may impose reasonable charges for replacement of control device cards or other parking identification cards which are lost or damaged. Control device cards are not transferable to another person or vehicle without the express prior written approval of Licensor. Licensee must pay Licensor a replacement fee for each lost or stolen control device card. Licensor's current control device card replacement fee is \$30.00.
3. **Licensee Guest Parking.** Licensor reserves the right to utilize any reasonable system by which users of the Garage must pay for parking.
4. **Trash.** All persons parking in the Garage or parking areas shall refrain from throwing trash, ashtray contents, or other debris on the garage floor or parking areas.
5. **Disabled Vehicles.** No person may leave or store a vehicle in the Garage for more than three consecutive days without prior written approval by Licensor. Licensee is solely responsible for promptly repairing flat tires or other conditions of Licensees', its agents', employees' and invitees' vehicles that render any 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 law, Licensor may exercise vehicle removal remedies pursuant to all laws and regulations of the state of Texas, including without limitation, towing the vehicles at Lessee's, or vehicle owner's, expense.
7. **Liability.** All persons parking in the Garage do so at their own risk. Charges are for the rental of parking space only. Licensor assumes no responsibility whatsoever for loss or damage of vehicles or their contents, however caused.
8. **Speed Limit.** The speed limit in the Garage is ten (10) miles per hour.
9. **No Double Parking.** No "double" parking is permitted in the Garage. All users must park in the center of each space and use only once space per vehicle. Cars that are "double" parked are subject to being towed from the Garage at the expense of the violator. If a person thereafter continues to "double" park, Licensor may cancel the user's access to the Garage and void and render ineffective the user's access card.
10. **No Reverse Parking.** Cars must be parked "head-in" only. No "reversed" parking is allowed.
11. **Behavior.** All users must refrain from abusive or insulting behavior towards Licensor's staff and other Garage users.
12. **Motorcycles.** Motorcycles may only park in designated motorcycle spaces.

Licensor 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 Garage and parking areas and for the preservation of good order.

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): _____