

UNIVERSITY BAPTIST CHURCH
2130 GUADALUPE STREET • AUSTIN, TEXAS 78705
parking@ubcaustin.org

PERMIT PARKING AGREEMENT (effective 7/1/2020)

This agreement is made and executed by and between The University Baptist Church of Austin, Texas (hereinafter called **Church**) and the undersigned of Austin, Texas (hereinafter called **Guest**) as follows:

1. In consideration of payment, **Church** agrees **Guest** is entitled to use one (1) parking space in the **Church** garage inside the Callaway House for the term shown:

	<u>Standard (24/7)</u>	<u>Restricted (no parking overnight or Sunday morning)</u>
Early Move-In (8/1/2020 - 8/19/2020)	60.05 + 4.95 (sales tax) = \$65.00	46.19 + 3.81 (sales tax) = \$40.00
Fall (8/20/2020 - 12/31/2020)	452.66 + 37.34 (sales tax) = \$490.00	346.42 + 28.58 (sales tax) = \$375.00
Spring (1/1/2021 - 5/25/2021)	452.66 + 37.34 (sales tax) = \$490.00	346.42 + 28.58 (sales tax) = \$375.00
Fall & Spring (8/20/2020 - 5/25/2021)	845.27 + 69.73 (sales tax) = \$915.00	651.27 + 53.73 (sales tax) = \$705.00
Annual (8/20/2020 - 8/18/2021)	1,025.40 + 84.60 (sales tax) = \$1,110.00	780.60 + 64.40 (sales tax) = \$845.00

PARKING IS NOT GUARANTEED. Church will take reasonable measures to ensure that sufficient parking spaces are available at all times. If Guest is unable to find a space, Church will not compensate Guest for loss of use or any expense Guest may incur.

2. Parking spaces under this contract are unassigned; **Guest** may park in any of the spaces that are reserved for contract parking. The **Church** parking facility consists of the first two floors in the Callaway House parking garage, Level 2 and Level 3. The garage entrance is on Nueces Street between 21st Street and 22nd Street. Pedestrian exit is near San Antonio Street and 22nd Street.

3. With a Standard permit, **Guest** is authorized to park in the facility 24 hours per day, 7 days per week. With a Restricted permit, **Guest** may park in the facility anytime except 2:00 a.m. to 6:00 a.m daily or 2:00 a.m. to 2:00 p.m. on Sunday. In the event of a church function, **Church** reserves the right to use all spaces in the garage after giving notice 24 hours in advance.

4. The parties agree that **Church** has no liability to **Guest** for damages or loss to **Guest's** vehicle or any contents or attachments on or within any vehicle or other item placed in the garage by **Guest**.

5. If **Guest** has a Texas toll tag (TxTag, TollTag, or EZ Tag), the tag may be used at no additional charge to gain entry to the garage. **Guest** must provide correct information about the tag, including number and type. **Guest** will have no parking privileges until **Church** has received the correct information.

6. If **Guest** does not have a toll tag, **Guest** will pay an additional fee of \$30.00 and will receive a TransCore tag. If the TransCore tag is lost or damaged, **Guest** must notify **Church** immediately; **Guest** will have no parking privileges until an additional \$30.00 is paid and a new tag is issued.

7. Either party may cancel this agreement at any time. If **Church** cancels the agreement without cause, a prorated refund will be made to **Guest**. **If Church cancels the agreement because of violation of a rule stated below or for any other just cause, no refund will be granted and the remaining portion of the payment shall be considered to be liquidated damages for said violation of rule or other cause.** If **Guest** cancels the agreement, then **Church** will make a prorated refund to **Guest**, less 15% of the amount originally paid to partly compensate **Church** for such early cancellation.

8. The parties agree to the following rules, and any violation of these rules may result in a fine, cancellation of the agreement without refund, or towing of **Guest's** vehicle at **Guest's** expense:

- a. **Guest** with a Standard (24/7) permit may park at any time. **Guest with a Restricted permit may park at any time except 2:00 a.m. to 6:00 a.m. daily or 2:00 a.m. to 2:00 p.m. on Sunday.**
- b. **Guest** bears full responsibility for any person driving **Guest's** vehicle and for any violation of these rules caused by any such person or vehicle. **Guest** also bears full responsibility for any damages to any other property by **Guest's** vehicle or its contents.
- c. Under no circumstance will a **Guest's** vehicle straddle or park on pavement markings, or occupy more than one space for one vehicle.
- d. **Guest's** vehicle shall not be driven at a speed of more than five miles per hour. **Guest** will observe all one-way signs.
- e. **Guest** affirms that **Church** staff members and their designated representatives are authorized to notify towing company for parking issues.
- f. **Guest** may not transfer parking privileges to any other person, vehicle, or entity without the written approval of the **Church**; the **Church** has full discretion to approve or deny such transfer. If denied, **Guest** may cancel under the terms stated above.
- g. **Guest** affirms that the following information is correct and agrees to notify **Church** immediately if any changes occur.

It is the Guest's responsibility to renew this contract on or before date of expiration.

Guest Name _____	License Plate _____ State _____
Local Address _____	Tag Number (4 or 8 digits) _____
City _____ State _____ Zip Code _____	TxTag - Austin TollTag - Dallas EZ Tag - Houston TransCore Tag (new) TransCore Tag (already have)
Email Address _____	_____ Parking Fee
Phone Number _____	_____ TransCore Tag Fee
Date _____	_____ Sales Tax Tax Exempt
Company Name _____	_____ Total PayPal Credit Card Check

Guest Signature

University Baptist Church Representative Signature