



CITY OF COLLEGE STATION
College Main Parking Garage
UNRESERVED PARKING SPACE LICENSE

FOR OFFICE USE ONLY	
Access Card No:	_____
Start Date:	_____
End Date:	_____
Staff:	_____

Name ("Licensee" Hereinafter): _____

Local Phone: (____) ____-_____

Vehicle Year / Make/ Model: _____

Permanent Phone: (____) ____-_____

License Plate State / Number: _____

Local Address: _____

City, State, ZIP: _____

Permanent Address: _____

City, State, ZIP: _____

E-mail: _____

This contract parking agreement is made and entered into this ____ day of _____, 20__, by and between the City of College Station, Texas, a home-rule municipality ("City" hereinafter), acting by and through its City manager, or his/her designee, ("City" hereinafter), and the above-listed Licensee to use the College Main Parking Garage under the terms and conditions set forth herein.

1. **LICENSE:** Subject to the terms and conditions of this Agreement, City grants Licensee a license to use, in common with other Licensees and the public, a portion of the College Main Parking Garage ("Garage" hereinafter). Licensee may use and occupy one (1) unreserved parking space in the Garage, provided that a space is available upon entry, on the indicated dates at the indicated times for the rental rates stated below for the following express purposes and no other purpose: Parking is for normal passenger vehicles that meet height restrictions of the Garage. Parking shall be available on a first-come, first-served basis. The City shall in no manner be obligated to reserve any parking space under this agreement. This license is not transferable and may not be assigned without prior written consent of the City. **No refunds or credits on the purchase of this license will be issued due to variations in Garage operation during the indicated dates, unless otherwise noted herein.**

2. **DEFINITIONS:** The following terms apply to the selected license types and terms:

- a. Daytime License - Operates seven (7) days per week, anytime between 6:00 AM and 9:00 PM.
- b. Nighttime License – Operates seven (7) days per week, anytime between 8:00 PM and 5:00 AM.
- c. 24-Hour License - Operates seven (7) days per week, twenty-four (24) hours per day with no general time restrictions.
- d. Monthly License - License is issued at time of purchase and is valid for thirty (30) days.
- e. 6-Month License - License issued January through June or July through December.
- f. Annual License - License issued for one (1) calendar year; January 1 through December 31 or July 1 through June 30.

3. **TERM / DAYS / HOURS:** This license shall conform with the below terms and dates. Licensee is authorized to park, depending on availability, in the Garage: **(INITIAL TYPE BELOW)**

- a. _____ Monthly Daytime License; \$50 / month
- b. _____ Monthly Nighttime License; \$50 / month
- c. _____ Monthly 24-Hour License; \$75 / month
- d. _____ 6-Month Daytime License; \$185 / 6-month period
- e. _____ 6-Month Nighttime License; \$185 / 6-month period
- f. _____ 6-Month 24-Hour License; \$300 / 6-month period

- g. _____ Annual Daytime License; \$370 / calendar year
- h. _____ Annual Nighttime License; \$370 / calendar year
- i. _____ Annual 24-Hour License; \$600 / calendar year

4. **ACCESS CARD:** Access cards will not be issued until all information required by this Agreement is first obtained and reviewed by the City. **Licensee shall pay a \$25 fee per Access Card upon execution of this Agreement.** Licensee is responsible for the access card issued by the City and will be assessed a fee of \$25 for replacement of a lost, stolen, or damaged card. If the licensee has a previously-paid access card from a prior license agreement, the access card fee will be waived for the subsequent agreement and the existing access card reactivated. Access card(s) will be deactivated upon the expiration or termination of this Agreement.

5. **PARKING SPACE AVAILABILITY:** The Licensee acknowledges that this Agreement does not guarantee in any way that a parking space will be available. This gives the Licensee permission to park in the Garage as spaces are available.

6. **RENEWAL:** This license shall renew automatically upon payment by Licensee of the contracted fee not later than the 25th day of the month preceding the renewal period. In the event any renewal licensing fee is not paid by said date, the City may, at its option, deactivate Licensee's parking access card after 7:00 PM on the last day of the licensing period.

7. **ARTICLES LEFT IN VEHICLES ARE AT THE VEHICLE OWNER'S RISK / NO SECURITY PROVIDED:** Licensee understands and expressly agrees that the City will not accept the vehicle in bailment or for safekeeping; nor shall the City be responsible for loss or damage to any vehicle or its contents by fire, vandalism, theft or any other cause, nor for loss, damage or injury by or to other customers or any other individual personal injury of any nature. Licensee expressly acknowledges that the City shall have no duty to provide security, and does not assume any obligation to provide for the security of the Garage or to protect individuals using the Garage, or vehicles or property in the Garage.

8. **DAMAGED PROPERTY:** If Licensee, or his/her guests or agents, damages any personal property in the Garage, or damages any Garage equipment, in addition to any liability Licensee may have for any claims, losses or costs arising out of such damage, the City may terminate this Agreement and render ineffective any access cards issued under this Agreement.

9. **TERMINATION:**

(a) An event of default shall be deemed to occur should any of the following events happen:

- 1) Failure of Licensee to timely pay any fee or invoice;
- 2) Misuse of access card in an attempt to defraud the City or circumvent garage enforcement procedures;
- 3) Repeated failure of Licensee, or of his/her guests or agents, to obey the rules of the City concerning matters of security, safety, or preservation of the City facilities, during the term of this Agreement, or;
- 4) Failure of the Licensee to comply with any other term or condition of this Agreement, including any amendments to this Agreement.

(b) In the event of default, the City shall notify the Licensee in writing, and the City may terminate this Agreement immediately upon notice to said Licensee, without penalty or liability to the City, and the City may retain all fees previously paid.

(c) The City may terminate this Agreement for convenience at any time and will refund to Licensee any unearned portion of payments.

10. **RULES:** By signature below, Licensee expressly acknowledges receipt of College Main Parking Garage Rules. Licensee expressly agrees to provide a copy of said Rules to any guest or agent who utilizes the Garage.

11. **FORCE MAJEURE / OCCUPANCY DISRUPTION:** If the: (1) Garage or any portion thereof shall be destroyed or damaged by fire or other calamity or order of a government authority at the Federal, State, or local levels, so as to prevent the use of the Garage for the purposes and during the periods specified in this Agreement, or (2) if the use of the Garage by Licensee shall be prevented by acts of God, strikes, lockouts, or other industrial disturbances; acts of public enemies; material or labor restriction by any governmental authority, civil riot, flood, drought or any other cause beyond the reasonable control of Licensee or the City, then this Agreement may be terminated upon written notice to Optionee that an event of "Force Majeure" has occurred and prevented performance by the party experiencing the event of "Force Majeure". **In the event of a termination by reason of "Force Majeure", the City shall not be liable or responsible to the Optionee or any Licensee for any damages caused thereby and Optionee and Licensee waive all claims against the City, its officials, employees, volunteers, and agents, for damages sustained by reason of such termination.**

12. **RIGHT TO EJECT**: The City reserves the right to eject or cause to be ejected from the Garage any person engaging in or conducting him / herself in a manner disruptive, abusive or offensive to other patrons at or in the Garage. Neither the City, nor any of its officers, agents, volunteers, or employees shall be liable to Licensee for any damages that may be sustained by Licensee through the City's exercise of such right.
13. **CLOSURE OF GARAGE**: The City reserves the right to close the Parking Facility for repairs and maintenance. When closing the Parking Facility, the City shall use reasonable efforts to avoid any inconveniences to Licensee.
14. **TOWING**: The parties agree that the City shall have the right, without further notice to Licensee or to Licensee's employees or guests, to have removed any vehicle parked in the Garage illegally or in violation of posted signs or rules.
15. **MATTERS NOT COVERED**: Any decision concerning a matter not specifically covered by this Agreement, or subject matters reasonably inferable from the terms of this Agreement, shall rest solely within the reasonable discretion of the City.
16. **ENTIRETIES**: Should any clause, paragraph, sentence or section of this Agreement be determined to be void, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall not be rendered void and unenforceable as a result but rather shall remain in full force and effect.
17. **NO ASSIGNMENT**: The rights, obligations or duties granted to the Licensee under this Agreement may only be assigned upon the prior written consent of the City. Such consent will not be unreasonably withheld.
18. **INDEMNIFICATION**: Licensee shall defend, indemnify and hold harmless the City and its officials, employees, volunteers, and agents against any claims, causes of action, liability, or damages, including reasonable attorneys' fees, for (a) bodily injury or death to any person, and (b) damage to property of any person, including, but not limited to that of the City's or Licensee's agents, volunteers, or employees, resulting from, or caused by the Licensee or the Licensee's guests or invitees, agents, employees, volunteers, employees, or card holders.
19. **NON WAIVER**: The City's acceptance of rent or failure to complain of any action, non-action or default of Licensee, whether singular or repetitive, shall not constitute a waiver of any of the City's rights. If Licensee's payment of any sum due the City is accompanied by written conditions or is represented by Licensee to be a settlement or satisfaction of any obligation, the City may accept and deposit such moneys without being bound by such conditions or representations unless the City expressly agrees in a separate written instrument. The City's waiver of any right of the City, or any default of Licensee's, shall not constitute a waiver of any other right or constitute waiver of any other default or any subsequent default.
20. **ATTORNEY'S FEES**: If the City is required to file suit to collect any amount owed it under this Agreement, City shall be entitled to collect reasonable attorney's fees for its prosecution of the suit.
21. **ENTIRE AGREEMENT / AMENDMENTS**: This Agreement constitutes the entire Agreement between the parties, and supersedes any and all previous written or oral agreements or representations between the parties. This agreement may only be amended in writing signed by both parties.
22. **JURISDICTION / VENUE**: This Agreement is made under the laws of the State of Texas, and any disputes that arise under or related to this Agreement shall be governed by the laws of Texas, without regard to conflicts of law principles. Venue for any legal action involving this Agreement shall be in Brazos County, Texas.
23. **NOTICES**: Any notice under this Agreement shall be given by certified mail, overnight mail, or by personal delivery, and shall be effective upon receipt. Notice shall be sent to the address for the receiving party as designated herein: *For Licensee*: As listed on page one of this Agreement. *For City*: Community Services, PO Box 9960, College Station, Texas, 77842, (979) 764-3778.
24. **AGENTS AUTHORIZATION**: The persons executing this Agreement represent and warrant that they have full authority to execute this Agreement on behalf of his or her respective party.

WHEREFORE, this Agreement is executed to be effective on the _____ day of _____, 20__.

LICENSEE:

CITY OF COLLEGE STATION:

By: _____

By: _____

Date: _____

Date: _____

Printed Name: _____