



PARKING AGREEMENT

Effective Date: _____

Lessor: 220 East 8th Street Garage

Lessee: _____

Term: _____

Parking Garage: The Parking Garage located at 220 East 8th Street, Austin, Travis County, Texas

Parking Spaces: _____ parking spaces in the Parking Garage as designated in Attached "A" hereto:

Lessee hereby agrees to lease from Lessor, and Lessor hereby agrees to lease to Lessee, the Parking Spaces, for the Rent stated below, subject to the terms, conditions, and covenants of this Parking Agreement. In consideration thereof, and for other good and valuable consideration, the receipt and sufficiency of which Lessor and Lessee acknowledge, Lessor and Lessee agree as follows:

1. The Term of this Parking Lease is for a period of _____ Months. If a term lease is not agreed to by Landlord then the lease is for a "month to month" term. All Rent is due on the first of each month. The Termination of this lease requires a 30 day notice, due the first day of the last calendar month of this agreement. If notice comes at any other time, the balance of that calendar month will be completed and the notice will then take effect on the first day of the next calendar month, with rent due for that last calendar month. The "Notice" must be written and can be sent either by fax or by e-mail to 512-474-4224 or to robertrhemphill@austin.rr.com. If the parking contract is not renewed and no notice is received the Lease will continue month to month unless otherwise notified. If a rent increase is required, a new signed agreement will be required, specifying the term.
2. Lessee shall pay to Lessor, on or before the first day of each calendar month, will pay the sum of \$ _____ per month (base rate x number of spaces) for each unreserved parking space rented. The total rent due by Lessee to Lessor each month under this Parking Agreement including applicable taxes (total rent x 1.0825) is \$ _____. All payments shall be made by check payable to Lessor as stated above, at Lessor's Address. Lessee's rent payment under this Parking Agreement shall be past due after the fifth (5th) day of each calendar month. If lessor does not receive the Rent by the fifth (5th) day of the month, Lessor may immediately, without notice or demand, terminate this Parking Agreement and all of Lessee's rights hereunder. In addition, a late fee of 1% per day will be charged for payments received after the fifth (5th) of the month, and included as part of the rent owed. Any amounts of Rent more than 30 days overdue will bear interest at a rate of 1% per month, compounded. In consideration of the rates charged for parking and the rights granted to Lessee hereunder, Lessee acknowledges and agrees that the Lessor does not accept any vehicle in bailment or safekeeping.

3. **LESSEE AND EACH OWNER OF ANY VEHICLE PARKED IN THE PARKING GARAGE, BY EXECUTING THIS AGREEMENT AND/OR BY PARKING IN THE PARKING GARAGE, HEREBY WAIVES AND RELEASES LESSOR FROM ANY LIABILITY FROM ANY CLAIM FOR PERSONAL INJURY OR PROPERTY DAMAGE, INCLUDING THAT CAUSED BY THE SOLE NEGLIGENCE OR THE CONTRIBUTORY NEGLIGENCE OF LESSOR. THIS WAIVER AND RELEASE IS INTENDED TO RELEASE LESSOR, ITS OWNERS, AGENTS, AND EMPLOYEES. IT IS INTENDED TO COVER CLAIMS BY LESSEE'S CUSTOMERS, EMPLOYEES, AGENTS, GUESTS, OR INVITEES AND ANY OTHER PERSON IN THE PARKING GARAGE. IT DOES NOT RELEASE LESSOR FROM ACTS OF GROSS NEGLIGENCE.**
4. The above waiver and release includes, by way of illustration only, car accidents in the garage, slip and falls in the garage, any claim that a defect in the premises caused damage, vandalism, sexual assault or other crimes by third parties, alleged insufficient lighting, marking, security, or service of any kind, floods, fires, riots or acts of God.
5. Lessee has inspected the premises and accepts them in as-is condition. Lessee has familiarized itself with the risks and dangers, such as they are, of working, driving, parking, and walking in this location of downtown Austin, and is not in any way relying on Lessor or its representations for understanding these risks.
6. Lessor is not agreeing to provide any insurance for the benefit of Lessee, its employees, guests, invitees, agents, or others using the Parking Garage. Lessee will use its own judgment regarding the need, if any, for such insurance.
7. **LESSEE AGREES TO INDEMNIFY AND HOLD LESSOR HARMLESS FROM ANY CLAIM MADE FOR PERSONAL INJURY OR PROPERTY DAMAGE BY LESSEE'S EMPLOYEES, AGENTS, INVITEES, OR GUESTS, OR THOSE CLAIMING THROUGH THEM, UNLESS THE LESSOR IS GUILTY OF GROSS NEGLIGENCE.**
8. LESSOR AND LESSEE EXPRESSLY AGREE THAT THERE ARE NOT ANY IMPLIED WARRANTIES OF ANY KIND OR CHARACTER ARISING OUT OF THIS PARKING AGREEMENT, AND THERE ARE NO WARRANTIES BY LESSOR WHICH EXTEND BEYOND THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT IF ANY.
9. Lessee shall abide by all rules and regulations now or hereafter applicable to the Parking Garage and the parking of vehicles in the Parking Garage. Lessee will have each person who parks in the Parking Garage review this Agreement, the attached rules and regulations, and signify agreement with and acknowledgement of those terms. Violation of any such rules or regulations shall constitute breach of this Parking Agreement, a default by Lessee under this Parking Agreement, and Lessor shall be entitled to immediately terminate this parking Agreement without further notice of any kind and, if deemed necessary by Lessor, cause any vehicle parked in the Parking Garage which is in violation of any rule or regulation to be removed from the Parking Garage at Lessee's and the vehicle owner's expense. If Lessee breaches this agreement, Lessor may recover reasonable legal and attorney's fees needed to enforce the agreement.
10. If Lessee's spaces are reserved, the spaces numbers will be listed on Attachment "A" to this Agreement. The hours for reserved parking are 7:00 A.M to 6:00 P.M Monday through Friday and exclude all holidays. The person or persons authorized to park in the spaces leased to Lessee under the terms of this Parking Agreement are also set forth in Attachment "A" to this Parking Agreement. Vehicles parked in areas reserved for others or in any posted no parking area will be subject to removal from the Parking Garage at Lessee's and the vehicle owner's expense.
11. If Lessee and/or those employees and agents of Lessee parking in the Parking Garage pursuant to this Agreement are issued parking or access cards, the Lessor may choose to require a security deposit on the parking cards of **\$ 25.00** for each such card issued. All cards must be returned at the time this Parking Agreement terminates. Upon return of the card to Lessor, the initial deposit will be returned to Lessee. Lessor reserves the right to charge Lessee for any

replacement card issued, and any such charge shall not be a deposit and shall not be refundable. Improper notice to terminate this agreement will result in the loss of all parking card deposits by the Lessee.

12. This Parking Agreement constitutes the entire agreement between Lessor and Lessee with regard to this subject matter. This Parking Agreement may be amended or modified only by a written agreement signed by Lessor and Lessee. Lessee may not assign its rights hereunder without Lessor's prior written consent. Otherwise, this Agreement shall be binding upon and inure to the benefit of Lessor, Lessee, their respective heirs, successors, assigns, and legal representatives, and the persons listed on Attachment "A" to this Agreement who are authorized to park in the spaces leased pursuant to this Agreement.
13. Lessor reserves the right to oversell the garage by leasing more un-reserved parking spaces than the 205 total existing parking spaces. In the event the Lessor chooses to oversell the unreserved spaces, the Lessor will insure that there are available parking spaces at peak times of occupancy.
14. The undersigned represent that they have full authority to bind the Lessor and the Lessee respectively. Robert Hemphill signs as the agent for the Lessor, and is acknowledged by Lessee not to have any contractual obligations under the agreement.

LESSOR:

220 East 8th Street Garage

By: _____

Printed Name: _____

Date: _____

**By: Robert R. Hemphill
1300 West Lynn Suite 110
Austin, Texas 78703
(Agent for Lessor)**

LESSEE:

By: _____

Printed Name: _____

Date: _____

Mailing Address

MAIL RENTAL PAYMENTS TO:

**220 East 8th Street Garage
815-A Brazos, box 290
Austin Texas 78701**

RULES AND REGULATIONS

PARKING GARAGE: 220 East 8th street Garage , Austin, Travis County, Texas

These Rules and Regulations for the Parking garage are either (I) attached to and incorporated in the Parking Agreement by and between Lessor and the Lessee named therein, or (ii) delivered to you as Lessee by Lessor, to be complied with in accordance with the lease agreement, parking agreement, or other agreement between you and Lessor.

1. Cars must be parked entirely within the stall lines painted on the floor.
2. All directional signs and arrows must be observed.
3. The speed limit shall be 5 miles per hour.
4. Parking is prohibited:
 - (a) in areas not striped for parking;
 - (b) in aisles;
 - (c) where "no parking" signs are posted;
 - (d) in cross hatched areas; and
 - (e) in such other areas as may be designated by Lessor or Lessor's agent(s).
5. Parking stickers or any other device or form of identification supplied by Lessor shall remain the property of the Lessor and shall not be transferable. There will be a replacement charge payable by Lessee equal to the amount posted from time to time by Lessor for loss of any magnetic parking sticker.
6. Garage managers or attendants are not authorized to make or allow any exceptions to these Rules and Regulations.
7. Every parker is required to park and lock his or her own car. All responsibility for damage to cars or persons is assumed by the parker.
8. No intermediate or full-size cars shall be parked in parking spaces limited to compact cars.
9. All motorcycles/motorized bicycles are to be parked in the designated motorcycle area, and, if not parked in the designated motorcycle area, will be removed from the Parking Garage.
- 10. There is a combination to all stair wells and doors.** The main stairway has a code of "**0, 1, 3, 2, 5.**" The other doors to the Building have a separate combination. **It is a three step process. First press the numbers (1) and (3) at the same time, next press the number (2) and then finally the number (5). If you have trouble, note that turning the door knob will reset the lock. This combination may be changed from time to time, but you will be given reasonable notice.**
11. Failure to promptly pay Rent required under Lessee's Parking Agreement or other agreement or persistent failure on the part of Lessee of Lessee's designated parkers to observe the rules and regulations above shall give Lessor the right to terminate Lessee's right to use the Parking Garage. No such termination shall create any liability on Lessor or be deemed to interfere with Lessee's right to quiet possession of its leased premises, if any.
12. Lessor reserves the right to amend, modify, or supplement these Rules and Regulations from time to time as deemed necessary by Lessor

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ATTACHMENT "A"
TO PARKING GARAGE

Card # _____ Name/Space _____

Phone: _____ Car Model/License Plate: _____

Card # _____ Name/Space _____

Phone: _____ Car Model/License Plate: _____

Card # _____ Name/Space _____

Phone: _____ Car Model/License Plate: _____

Card # _____ Name/Space _____

Phone: _____ Car Model/License Plate: _____

Card # _____ Name/Space _____

Phone: _____ Car Model/License Plate: _____

Card # _____ Name/Space _____

Phone: _____ Car Model/License Plate: _____

Card # _____ Name/Space _____

Phone: _____ Car Model/License Plate: _____

Card # _____ Name/Space _____

Phone: _____ Car Model/License Plate: _____

Card # _____ Name/Space _____

Phone: _____ Car Model/License
