CITY OF COLLEGE STATION

CITY OF COLLEGE STATION
COLLEGE MAIN PARKING GARAGE
UNRESERVED CONTRACT PARKING LICENSE AGREEMENT

This unreserved parking license Agreement is made and entered on the Effective Date by and between **the City of College Station** a Texas home-rule municipal corporation ("City"), acting by and through its City Manager, or designee, ("City"), and the licensee or purchaser of a parking license through the City's online Contract Parker Portal to operate and park a motor vehicle in the College main Parking Garage ("Garage") located at:

https://cityofcs-ipcp-designausa.com/iPCP/login.

Licensee ("Licensee") agrees to all terms herein as a condition of purchasing or renewing a Garage parking license.

1. **LICENSE**: Subject to the terms and conditions of this Agreement, City grants Licensee a non-exclusive, revokable license to use, in common with other Licensees and the public, an unreserved parking space in the College Main Parking Garage ("Garage"). Licensee may use and occupy one (1) unreserved parking space in the Garage, provided a space is available upon entry, on the selected dates at the selected times for the rental rates stated below for the following express parking purposes and no other purpose: Parking is for **normal** passenger vehicles meeting the Garage **height restrictions**. Parking is only 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 are issued due to variations in Garage operations during the selected dates, unless otherwise noted herein.**

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

A. Daytime License: Valid daily seven (7) days per week, between 5 AM to 7 PM only. ****Note: Licensee or Parker will not be able to enter before 5:00 AM. If Parker stays past 7:00 PM an hour fee will be incurred.** **

B. 24-Hour License: Valid seven (7) days per week, twenty-four (24) hours per day.

C. Monthly License: Valid for thirty (30) days from purchase date.

D. Annual License: Valid one (1) calendar year from purchase date.

E. Northgate Employee License: Monthly contract valid seven (7) days per week, twenty-four (24) hours per day for verified employees within the Northgate District. ****Note:** **This does not apply to contractors or construction workers**.**

F. **iPCP**: iLogs ParkingHQ Contract Parker.

3. TERM / ACCESS LEVELS / RATES:

License access hours and pricing are determined by the product selected in the online portal, including but not limited to:

A. Daytime Monthly License: 5 AM–7 PM – $75/month

B. **Monthly License**: 24/7 Access – $100/month

C. Annual Daytime License: 5 AM–7 PM – $750/year

D. Annual License: 24/7 Access – $1000/year

E. Northgate Employee Monthly License: 24/7 Access – $50/month

All new contracts require a $5 administrative start service fee.

Licensee's access is limited to the dates and hours associated with the chosen license type.

4. ACCESS METHODS AND ADMIN FEES:

Licensee may enter or exit the Garage using one of the following approved access methods:

A. QR Code

Licensee is encouraged to use the QR code as the primary method for Garage access due to improved reliability.

B. EZ Tag (HCTRA), TxTag (TxDOT), TollTag (NTTA), and SunPass

Existing toll tag accounts may be used for access. Tag # will be required to be entered in the user portal.

C. AVI Tag

If the Licensee chooses an AVI tag, a $30 fee applies. AVI tags must be picked up in person at the College Main Parking Garage Office, located at the northeast corner of Level 1. AVI tags are deactivated upon license expiration or termination. AVI tag must be affixed to your front windshield**.**

D. Admin Fees

All new contracts require a $5 administrative start service fee.

5. NORTHGATE EMPLOYEE ELIGIBILITY: Northgate District employees using employee-only license types must enter the designated employee code in the contract portal. Their payment will remain pending until eligibility is verified by a City administrator. After confirmation, the payment and license will be approved.

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

7. RENEWAL: All licenses automatically renew within iPCP. ****Note: It is the responsibility of the licensee to cancel their contract or license.****

8. VEHICLE INFORMATION / LICENSE PLATES: Licensee must register accurate vehicle information, including license plate number, make, model, and state. Duplicate license plates are strictly prohibited. Licensee must update their online account immediately upon any vehicle or plate change.

9. ARTICLES LEFT IN VEHICLES ARE AT 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 or 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 who use the Garage, or vehicles or property in the Garage.

10. **DAMAGE TO CITY PROPERTY**: If Licensee, their guests or agents, damage any personal property in the Garage, or damage any Garage equipment or any other City property, the Licensee shall pay the City the full cost of repairs to the Garage and/or the City's property. 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 deactivate access credentials.

11. DEFAULT AND TERMINATION:

A. Licensee is in default if any of the following occur:

i. Auto renewal payment is declined.

ii. Misuse of access credentials.

iii. Violation of any rule, ordinance, policy, or posted sign.

iv. Providing false or incomplete information.

v. Failure to comply with this Agreement.

B. Upon default, City may terminate this Agreement without penalty and retain all fees paid. City may deactivate all associated access credentials.

12. RULES AND REGULATIONS:

A. Speed limit of 5 mph.

B. Park between marked lines.

C. No removal of barrier/cones.

D. Proper use of the elevators and stairwells.

E. Licensee must ensure all guests comply with all rules.

F. City reserves the right to eject any person acting in a disruptive, abusive, or unsafe manner (i.e. excessive speeding/reckless driving) without liability.

13. MISUSE OF LICENSE / PERSONAL ASSIGNMENT (EXPANDED):

This parking license is issued solely to the individual Licensee. Misuse includes:

A. Sharing or allowing another person to use Licensee's QR code, AVI tag, toll tag, or registered license plate.

B. Registering or allowing a vehicle not owned or controlled by Licensee to use the license.

C. Attempting to bypass DESIGNA access control systems.

D. Allowing multiple vehicles to enter under one credential.

E. Duplicating or reproducing any access credential.

F. Any act intended to avoid payment or misrepresent identity.

Misuse will result in immediate cancellation of this license, deactivation of all access credentials, and forfeiture of all fees paid.

14. FORCE MAJEURE / OCCUPANCY DISRUPTION: If the: **(a)** Garage or any portion is destroyed or damaged by fire or other calamity or by 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 **(b)** 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, pandemic or any other cause beyond the reasonable control of Licensee or the City, then this Agreement may be terminated upon written notice to Licensee 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 Licensee for any damages caused and Licensee waives all claims against the City, its officials, employees, volunteers, and agents, for damages sustained by reason of such event.**

15. RIGHT TO EJECT: The City reserves the right to eject or cause to be ejected from the Garage any person engaging in or behaving 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.

16. GARAGE CLOSURE: The City reserves the right to close the Parking Facility for repairs and maintenance. When closing the Parking Facility, the City shall make reasonable efforts to notify Licensees and to avoid any inconveniences as far as such is within the City's control.

17. TOWING / IMMBOLIZATION: City may tow, immobilize, or remove any vehicle parked in violation of this Agreement, posted signage, or applicable ordinances. All towing and storage fees are the responsibility of the vehicle owner.

18. MATTERS NOT COVERED: Any decision concerning a matter not specifically covered by this Agreement, or subject matter reasonably inferable from the terms of this Agreement, shall rest solely within the reasonable discretion of the City.

19. INVALIDITY: 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.

20. 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.

21. INDEMNIFICATION: **LICENSEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS OFFICERS , EMPLOYEES, VOLUNTEERS, AND AGENTS AGAINST ANY CLAIMS, CAUSES OF ACTION, LIABILITY, OR DAMAGES, INCLUDING REASONABLE ATTORNEYS' FEES, FOR BODILY INJURY OR DEATH TO ANY PERSON, AND DAMAGE TO PROPERTY OF ANY PERSON, INCLUDING, BUT NOT LIMITED TO THAT OF THE CITY'S OR LICENSEE'S AGENTS, VOLUNTEERS, OR EMPLOYEES, ARISING OUT OF, IN CONNECTION WITH, RESULTING FROM, OR CAUSED BY THE LICENSEE OR THE LICENSEE'S GUESTS OR INVITEES, AGENTS, EMPLOYEES, VOLUNTEERS, OR CARD HOLDERS.**

22. NON-WAIVER: The City's acceptance of payment 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 to such conditions or representations in a separate written instrument. The City's waiver of any right of the City, or any default of Licensee, shall not constitute a waiver of any other right or constitute waiver of any other default or any subsequent default.

23. ATTORNEY'S FEES: If City must file suit to collect fees or enforce this Agreement, Licensee shall pay reasonable attorney's fees.

24. 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 and executed by both parties.

25. PAYMENT / RENEWAL / DEFAULT:

Payments must be submitted through the online Contract Parker Portal. License renews upon timely payment of the contracted fee. Failure to pay by the required renewal date may result in deactivation of access credentials.

If Licensee fails to pay any required fee, the City may consider the account in default and take any enforcement action authorized under this Agreement.

City has no obligation to provide security, surveillance, or protection for vehicles, individuals, or property within the Garage.

Upon default, City may terminate this Agreement without penalty and retain all fees paid. City may also deactivate all associated access credentials.

26. ENTIRE AGREEMENT / AMENDMENTS:

This Agreement constitutes the entire agreement between the parties. Amendments must be made in writing and executed by both parties.

27. GOVERNING LAW / VENUE:

This Agreement is governed by Texas law. Venue for disputes is Brazos County, Texas.

28. NOTICES: Notices shall be provided electronically through the Contract Parker Portal or other official City communication channels. For City: Economic Development, PO Box 9960, College Staton, Texas, 77842.

29. **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.

30. This agreement is effective immediately upon purchase of a license with exception of a Northgate Employee license. Administrative verification is required for Northgate Employee licenses.