



ANNUAL PARKING AGREEMENT

PREMIER PARKING OF TENNESSEE, LLC (“OPERATOR”)

607 W 3rd St. * Austin, Texas * 78701

Phone: (866) 998-7558

Parking Facility: TXOGA Lot

Start Date:	February 1, 2020	Monthly Rate Per Space:	\$200 unreserved
No. of Spaces Leased:	16	Account Set-up Fee:	N/A
Responsible Party for Space:	Texas Workforce Commission	Key Card Deposit:	N/A

Parker Name: TWC Employee	Company Name: Texas Workforce Commission (TWC)
Billing Address: 101 E. 15 th Street	Phone: (512) 936-4277
City: Austin	Fax: (512) _____
State: Texas	E-mail: david.cadena@twc.state.tx.us
Zip Code: 78778-0001	Payment Method: Direct Deposit to Operator
Vehicles: TWC will furnish a list of 16 vehicles with make, model & color to Operator	License Tag Numbers will be provided in the list submitted to Operator

E-mail address to which you would like to receive invoices:

david.cadena@twc.state.tx.us

PLEASE READ CAREFULLY

1. This agreement provides TWC Employees with the privilege of utilizing 16 reserved parking extended access space(s). This agreement is effective on the 1st day of February, 2020. The term of this Agreement is one year and will terminate on its own terms on January 31, 2021. The parties may renew the contract for additional years at a newly negotiated rate to commence at the time this agreement terminates. This agreement may be terminated by thirty (30) days written notice by either party. TWC will be responsible for all charges until termination date.
2. Parking is authorized in assigned Parking Facility 24/7/365. Storage of vehicles and overnight parking is not authorized.
3. Payments for each space reserved by TWC are payable each month to the Operator by automated clearing house/wire. Payments must be RECEIVED on or before the first (1st) day of the month.
4. TWC will pay \$200 per month per space to Operator for 16 spaces unless more spaces become available to which TWC requests access. Each payment will be submitted through a direct draft to Operator’s account as directed by Operator.

5. Operator is not responsible for theft or damage to individuals or vehicles in the Parking Facility. No bailment is created. To reduce the chance of theft of damage, please place your personal items out of sight and lock your car doors. **TWC Employees park at their own risk at all times in the parking facility.**
6. TWC agrees to pay the specified monthly fee for as long as TWC maintains parking in the Parking Facility as defined in section 7.
7. Parking Rates are not subject to change during the term of this contract. Payments received for monthly parking reserve the right to park up to 16 TWC Employee vehicles in the Parking facility. Monthly parking privileges entitle TWC Employees to park in the Parking Facility based on their rate code. There is a \$30.00 charge for lost access devices.
8. Access devices are intended for designated TWC Employees only. Access devices may not be shared with other parties, except for other designated TWC Employees. Violations to this policy may result in immediate termination of Parking Agreement.
9. The monthly fee is in effect until Operator receives from TWC a thirty (30) day advanced written notice of TWC's intent to terminate this Parking Agreement or until the termination date of this agreement. TWC may terminate this Agreement by delivering written notice to Operator via e-mail, facsimile, or U.S. mail.
10. All monthly fees will remain in effect until full thirty (30) day notice is fulfilled or until termination of this agreement. Monthly fees may be prorated upon termination, however thirty (30) day notice is strictly enforced. No refunds for unused parking are given.
11. Parking Agreements may not be suspended without payment for any reason.
12. TWC is responsible for full payment for each space leased during the term of the agreement. TWC will pay in accordance with the Texas Prompt Payment Act, Tex. Gov't Code.
13. TWC may assign or transfer parking privileges to other TWC Employees with notice to Operator.
14. TWC Employees agree to adhere to any and all regulations (including signage) pertaining to the use of the Parking Facility as may be adopted from time to time. Operator will notify TWC of any failure to adhere to signage or other regulations by TWC Employees.
15. TWC Employees may not park any vehicle in such a way as to block traffic lanes or parking spaces or violate any laws or regulations or promote or advertise a good or service as its principal purpose. Illegal parking may result in ticketing or towing.
16. To the extent allowed by Texas law, TWC agrees to defend, indemnify and hold harmless Operator from all claims and liabilities (including related expenses or attorney's fees) at the Parking Facility whether to person or property which are caused in part or in whole by actions or inactions of TWC Employees.

As the designated representative for TWC, I fully understand and agree with the terms and conditions above.

Texas Workforce Commission

By: 
Lowell A. Keig
Birector, Business Operations

Date: 1/29/2020