

**PARKING LICENSE AND HOLD HARMLESS AGREEMENT**

THIS PARKING LICENSE AND HOLD HARMLESS AGREEMENT (this "Agreement") is made this \_\_\_ day of \_\_\_\_\_, 21\_\_\_ between the undersigned individuals who are the parents of \_\_\_\_\_ ("Student") who is an enrolled student at Ponte Vedra High School (the "Parents") and Student, if Student is over 18 years of age, and Crosswater Community Church, Inc., a Florida not-for-profit corporation (hereinafter "Church"). Hereinafter Parents and Student may be referred to collectively as "Licensee".

**RECITALS**

WHEREAS Student is enrolled as a student at Ponte Vedra High School; and

WHEREAS Church owns a parking facility (the "Parking Lot") which Student wishes to use for parking; and

WHEREAS Church is willing to grant a license (the "License") to park a vehicle on the Parking Lot subject to the terms and conditions herein;

NOW THEREFORE, in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged and accepted, the parties hereby agree as follows:

1.0 LICENSE PERIOD. The License granted herein shall begin on \_\_\_\_\_ (the "License Inception Date") and shall end on \_\_\_\_\_ (the License Termination Date").

2.0 ELIGIBLE VEHICLES: The only vehicle (the "Vehicle") that Student is eligible to park in the Parking Lot is described as follows. The Vehicle MUST be owned by Student or Parents.

Make: \_\_\_\_\_

Model: \_\_\_\_\_

Year: \_\_\_\_\_

License Plate Number: \_\_\_\_\_

3.0 ELIGIBLE PERSONS: The License granted herein to park the Vehicle in the Parking Lot is ONLY applicable if the Vehicle is being driven by Student. If the Vehicle has been loaned to another student or other person, or is otherwise operated by another person who has not executed an Agreement in substantially similar form to this Agreement with Church, then the Vehicle MAY NOT be parked in the Parking Lot and the License granted herein is not applicable to that other person or student. **No person is authorized to be present in the Parking Lot other than the Licensee or other occupants of the Vehicle. LICENSEE SHALL BE FULLY RESPONSIBLE FOR THE ACTS OR OMISSIONS OF ANY OTHER PERSONS**

OCCUPYING THE VEHICLE WHEN PRESENT IN THE PARKING LOT, AND SHALL HOLD HARMLESS AND INDEMNIFY CHURCH FROM ANY AND ALL COSTS, PRESENTS, LOSSES, DAMAGES, LOSS OF LIFE, INJURY, CASUALTIES OR HARM WHATSOEVER, WHETHER DIRECTLY OR INDIRECTLY RELATED OR RESULTING FROM THE PRESENCE OF LICENSEE, THE VEHICLE, OR SUCH OTHER PERSONS IN THE PARKING LOT OR ANY OTHER CHURCH PROPERTY. The indemnification provided hereby shall include court costs and reasonable attorney's fees, whether or not a lawsuit is filed.

- 4.0 ELIGIBLE PARKING ACTIVITY: The License granted herein is for parking of the Vehicle in the Parking Lot ONLY for Student to attend school and school related activities. Licensee may not park the Vehicle in the Parking Lot for any other purpose, including but not limited to permanent or temporary storage of the vehicle.
- 5.0 ELIGIBLE DAYS AND TIMES FOR PARKING: Student may park the Vehicle in the Parking Lot from 7:00 a.m. – 6 p.m. Monday through Friday. Parking is NOT allowed in the Parking Lot on Saturdays or Sundays.
- 6.0 PARKING LOT: The Parking Lot is shown on the attached map. No other parking areas on the Church property are subject to this License other than the Parking Lot. The Parking Lot is the ONLY permitted area for parking by Student. THE ONLY PERMITTED PRESENCE ON THE CHURCH PROPERTY BY LICENSEE OR ANY OCCUPANTS OF LICENSEE'S VEHICLE IS THE PARKING LOT, UNLESS SUCH PRESENCE IS TO ATTEND CHURCH OR OTHER CHURCH RELATED ACTIVITIES BY SUCH PERSONS.
- 7.0 DISPLAY OF PARKING PERMIT: Church shall issue a parking permit to Licensee, and when parking in the Parking Lot Licensee shall prominently display the parking permit in the location required by Church. The permit shall be in the form of a sticker which must be affixed to the vehicle's windshield or rear window in such a manner so that removal of the sticker would destroy it.
- 8.0 DRIVING BEHAVIOR AND VEHICLE OPERATION. Licensee shall operate the Vehicle in a safe and lawful manner. The maximum permitted speed in the Parking Lot is 5 mph. Licensee shall efficiently enter and exit the Parking Lot in such a manner as to minimize driving distance and time in the Parking Lot. No "Hanging Out" in the Parking Lot is allowed. Licensee shall enter and exit the Vehicle and the Parking Lot in an efficient and timely manner and shall avoid un-necessary loitering or presence in the Parking Lot. DRIVING A VEHICLE IN AN UNSAFE OR UNLAWFUL MANNER IN THE PARKING LOT SHALL RESULT IN IMMEDIATE TERMINATION OF THE LICENSE GRANTED HEREIN.
- 9.0 TOWING: Licensee acknowledges and agrees that any use of the Parking Lot that is not in accordance to the terms and conditions herein does not qualify for the License granted herein and that Church has the right to tow the Vehicle from the church premises. If such towing occurs, all costs of recovery of the vehicle and towing fees shall be the sole responsibility of Licensee.
- 10.0 BEHAVIOR: Licensee shall be required at all times to conduct themselves in a professional and courteous manner. Loud yelling, rude or violent behavior, playing loud music, use of profanity,

or other behavior that is not within the guidelines for student behavior shall result in termination of the License granted herein in the Church's sole and absolute discretion.

- 11.0 LOST PARKING PERMIT. If the sticker evidencing the parking permit is removed from the vehicle or lost before it is affixed to the vehicle then Licensee shall immediately notify the church office. Parking privileges shall be suspended until a replacement sticker is affixed to the vehicle. The cost for a replacement sticker shall be \$150.00. If the sticker is lost again after being replaced then this Agreement shall terminate and all parking privileges shall be terminated for the remainder of that school year.
- 12.0 TERMINATION OF LICENSE. The License shall end on the License Termination Date if Licensee abides by the terms and conditions herein. If Licensee does not abide by the terms and conditions herein, then Church shall so notify Licensee in writing and at the time of delivery of such notification the License granted herein shall terminate, even if such termination date is earlier than the License Termination Date.
- 13.0 NOTICES. Any notices given hereunder shall be made in writing and shall be delivered to Licensee by affixing the notice to the Vehicle under the windshield wiper, which shall be considered personal hand delivery, by electronic mail with proof of delivery, or by US Mail, Certified, Return Receipt Requested, at Church's option. Notice given to Church by Licensee shall be made by US Mail- Certified, Return Receipt Requested, or by hand delivery to the Church office. Church's address for delivery is: 211 Davis Park Rd., Ponte Vedra, FL 32081.

The address for Notice by Church to Licensee is:

\_\_\_\_\_ if by US mail, or  
\_\_\_\_\_ @ \_\_\_\_\_ if by electronic mail.

All notices shall be effective upon the time of delivery.

- 14.0 LICENSE FEE. The License Fee is \$ 300.00 . Licensee agrees that the License Fee shall be considered a donation by Licensee to the Church general fund.
- 15.0 HOLD HARMLESS. In consideration of the License, privileges, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged and accepted by Licensee, Licensee agrees that it shall hold harmless Church from any and all harm, injury, damages, loss of life, theft, loss of personal property, damage to personal property, casualty, damage to the Vehicle, and any and all other injury, loss or damage of any type or nature whatsoever to Student, Parents, the Vehicle, any personal property owned by or related to Licensee or the Vehicle, or to any other occupant of the Vehicle other than Student. This hold harmless shall include but not be limited to any collisions or accidents between vehicles in the Parking Lot, regardless of who they are owned by or why they are present, any injury or loss of life related to such collisions or accidents, injury to Licensee or Licensee's or Licensee's other Vehicle occupants from other persons present in the Parking Lot, whether authorized or not authorized, acts of God which cause injury or damage, vandalism, slip and fall by Licensee or any of Licensee's other Vehicle occupants, or any injury, loss of life, or harm whatsoever that occurs to Licensee, Licensee's other Vehicle occupants, or their personal property which occurs while transiting to and from the Parking Lot from elsewhere on the Church's property or to and

from any location outside the Church Property, or any injury, harm, loss of life, or damage whatsoever of any nature which occurs to Licensee, the Vehicle, other Vehicle occupants, or any property owned or held by same, occurring during the License Term or any time thereafter occurring in or related to parking or operation of the Vehicle in the Parking Lot or any other part or parcel of the Church's property. This Hold Harmless shall be in effect now and forever, for the License Term herein and forever hereinafter, and shall include any costs or attorney's fees related whatsoever to any harm, injury or loss of life as described herein. CHURCH DISCLOSES THAT CHURCH DOES NOT PROVIDE SECURITY FOR THE PARKING LOT AND THE PARKING LOT IS NOT LIGHTED. LICENSEE SPECIFICALLY ACKNOWLEDGES AND AGREES THAT LICENSEE ASSUMES ALL RISK ASSOCIATED WITH THE USE OF THE PARKING LOT, TRANSIT TO AND FROM THE PARKING LOT, THE PRESENCE OF LICENSEE'S OTHER OCCUPANTS OF THE VEHICLE IN THE PARKING LOT OR TRANSIT TO OR FROM, AND ANY AND ALL HARM, DAMAGE, LOSSES, LOSS OF LIFE, OR INJURIES OF ANY AND ALL NATURE OR KIND RELATED IN ANY MANNER TO THE USE OF THE PARKING LOT BY LICENSEE.

- 16.0 RIGHT OF CANCELLATION OF LICENSE BY CHURCH. Church may cancel the License granted herein and this Agreement for any reason or no reason, but if Church cancels this Agreement for any reason other than a default by Licensee hereunder Church shall pay a Cancellation Fee to Licensee in the amount of the License Fee pro-rated for the number of days remaining in the License Term. Payment of the Cancellation Fee shall be the full and final extent of Church's liability to any party under this Agreement.
- 17.0 ATTORNEY'S FEES. If any action at law or equity must be brought to enforce the terms and conditions herein, the prevailing party shall be entitled to a recovery of all related costs and reasonable attorney's fees, whether or not a lawsuit is filed and whether or not such costs or attorney's fees are related to the prosecution or defense of any matter.
- 18.0 INDEMNIFICATION. Any obligation of Indemnification set forth herein shall also include indemnification for any related costs or reasonable attorney's fees.
- 19.0 HEIRS, GUARDIANS, AND SUCCESSORS. This Agreement shall be binding on the heirs, legal guardians, and successors-in-interest to any party hereto.
- 20.0 ASSIGNMENT. This Agreement may be assigned by Church but is not assignable by Licensee without Church's express written consent.
- 21.0 JURISDICTION AND VENUE. Jurisdiction and Venue of any matter hereunder shall lie in the appropriate court of St. Johns County, Florida.
- 22.0 WAIVER OF JURY TRIAL. THE PARTIES HERETO HEREBY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY FOR ANY MATTER RELATED TO THE PRESENCE OF THE VEHICLE, LICENSEE, OR ANY VEHICLE OCCUPANT OR OTHER PERSON IN THE PARKING LOT, OR OTHERWISE RELATED TO OR RESULTING FROM THIS AGREEMENT. ANY SUCH MATTER SHALL BE DECIDED BY A BENCH TRIAL IN THE APPROPRIATE COURT OF ST JOHNS COUNTY, FLORIDA.

- 23.0 WAIVER OF RIGHT OF REMOVAL TO FEDERAL COURT. THE PARTIES HEREBY  
HEREBY WAIVE ANY RIGHT OF REMOVAL TO FEDERAL COURT.
- 24.0 ACKNOWLEDGEMENT OF RESPONSIBILITY FOR OTHER OCCUPANTS OF VEHICLE.  
Licensee hereby acknowledges and agrees that Licensee is fully responsible for the presence of  
any occupant of Vehicle in the Parking Lot or on Church property, and that if any harm, damage,  
loss, or loss of life occurs whatsoever to such persons that Licensee shall fully indemnify and  
hold harmless Church from any and all costs and liabilities whatsoever, including the costs of  
defense or prosecution, including any related costs and reasonable attorney's fees.
- 25.0 SIGNATURES/EXECUTION. This Agreement is made as of the date first above written and  
must be executed by Parents and Student. If Student has not yet reached the age of 18, then  
Student is executing this Agreement acknowledging that as a high-school aged person, Student  
fully understands and agrees to comply by the terms and conditions herein. Execution of this  
Agreement may be made in one or more counterparts, the assemblage of which shall constitute  
full execution hereof. Execution may be made by electronic signature if a recognized and  
accepted means of such signature is utilized which clearly establishes execution and identity  
under current and prevailing standards for electronic execution.

“CHURCH”

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Brent Halvorsen, Executive Pastor  
Crosswater Community Church, Inc.  
A Florida not-for-profit corporation

“PARENT(S)”

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Print Name: \_\_\_\_\_

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Print Name: \_\_\_\_\_

“STUDENT”

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Print Name: \_\_\_\_\_

Print Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_