

User Agreement for Parking

Basic Information

Date: November 21, 2025

Owner: St. Joseph Catholic Church – Bryan, Texas , a Texas non-profit, religious corporation and parish within the Catholic Diocese of Austin

Owner's Address: Attn: Parish Business Administrator
507 E 26th Street, Bryan, Texas 77803
Email: mramirez@stjosephbcs.org

User: Robert Justin Van Norman and Kasey Porter
Madewell House, 501 CB

User's Address: Attn: Robert Justin Van Norman
P.O. Box 6682, Bryan, Texas 77805
Email: Vannormanjustin@gmail.com

Parking Area: That area known as the Parking Lot for St. Joseph Catholic Church located at the southeast corner of E. 26th Street and S. Preston Avenue, being known as 602 E. 26th Street, Bryan, Texas, 77803, and being legally described as Lots 6, 7, 8, 9, and 10 of Block 61 of the City of Bryan Townsites, in Bryan, Brazos County, Texas. The Parking area is depicted on the attached Exhibit A.

User may not use any other part of the St. Joseph Catholic Church campus outside the defined Parking Area without the consent of Owner.

Term: One year, beginning on Commencement Date and ending on the Termination Date, subject to the automatic extension(s) in Subsection D.1 of this agreement.

Commencement Date: December 1, 2025

Termination Date: December 1, 2026

Monthly User Fee: \$ 50 per month. And continued sponsorship to Spirit St. Joseph

Security Deposit: Not Required

Permitted Use: Parking of not more than 30 passenger vehicles (at any one time) for User's Agents (as defined below) **only from 5:30 a.m. to 7:00 p.m. Monday through Thursday and 5:30 a.m. to 10:00 a.m. Fridays**, and no other use and at no other time. "Passenger vehicle" means an automobile or pick-up truck that does not exceed 3/4 ton. In addition, User may not use the Parking Area on a day that is: (i) a Holy Day of Obligation; (ii) Ash Wednesday; (iii) Holy Thursday; (iv) Good Friday; and (v) Holy Saturday. "Holy Day of Obligation" means a day, other than a Sunday, that Latin Rite Catholics in the United States and within the Diocese of Austin are obligated to attend Mass in accordance with the liturgical norms, traditions, and teachings

of the Roman Catholic Church (including but not limited to solemnity of Mary Mother of God, solemnity of the Assumption, solemnity of All Saints, solemnity of the Immaculate Conception, solemnity of the Nativity of our Lord).

Owner's Obligation to Provide Services: None. Owner has no obligation to provide any Services to User.

A. Definitions

A.1. "Agent" means agents, contractors, employees, licensees, customers, patrons, and invitees.

A.2. "Services" means services of any type including but not limited to utilities, security, or maintenance services for any purpose.

A.3. "Injury" means (a) harm to or impairment or loss of property or its use, or (b) harm to or death of a person.

B. User's Obligations

B.1. **User agrees to—**

B.1.a. Be bound by this agreement for the Term.

B.1.b. Accept the Parking Area for User's Permitted Use in its present, "AS IS" is condition.

B.1.c. Obey all laws when using the Parking Area and require its Agents to obey all laws when using the Parking Area.

B.1.d. Pay, in advance, to Owner at the time User and Owner sign this agreement: (i) the Prorated Fee; (ii) the Monthly Fee for the first full month of the Term; and (iii) the Security Deposit.

B.1.e. Pay the Monthly User Fee on or before the first day of each month during the Term, except as provided in Subsection *B.1.d.*

B.1.f. Pay all amounts due to Owner under this agreement, without demand, deduction, or offset.

B.1.g. Reimburse Owner the cost of repairing any part of the Parking Area and any part of the St. Joseph Catholic Church campus that is damaged by User or User's agents.

B.1.h. Cease using the Parking Area on the last day of the Term.

B.1.i. Assume all risk of injury, from any cause, to: (i) User's own property; (ii) User's Agent's property; and (iii) persons who are User's Agents or Agents of User's Agents. This Subsection *B.1.g.* does not apply to injury caused by the gross negligence or willful misconduct of Owner.

B.1.j. INDEMNIFY, DEFEND, AND HOLD OWNER, THE CATHOLIC DIOCESE OF AUSTIN, AND THEIR RESPECTIVE AGENTS HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS,

LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) OCCURRING IN ANY PORTION OF THE PARKING AREA OR THE ST. JOSEPH CATHOLIC CHURCH CAMPUS. THIS INDEMNITY **(i) IS INDEPENDENT OF USER'S INSURANCE, (ii) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (iii) WILL SURVIVE THE END OF THE TERM, AND (iv) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF OWNER BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF OWNER OR ITS AGENTS. THIS PROVISION SURVIVES TERMINATION OF THE TERM.**

B.1.k. Maintain the following coverages from insurers doing business in Texas during the Term of the Agreement: (i) commercial general liability insurance written on an occurrence basis, including contractual liability, naming Owner and the Catholic Diocese of Austin as "additional insureds," and having limits of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate; (ii) business auto/trailer/equipment liability insurance written on an occurrence basis and having a combined single limit of not less than \$1,000,000; and (iii) worker's compensation insurance in the statutory amount(s).

B.1.l Deliver certificates of insurance for the coverages that User is required to maintain under this agreement and copies of any additional insured and waiver of subrogation endorsements to Owner before the Commencement Date and, thereafter, at least ten days before the expiration of the policies.

B.2. User agrees to NOT—

B.2.a. Use the Parking Area for any purpose other than the Permitted Use or to permit its Agents to use the Parking Area for any purpose other than the Permitted Use.

B.2.b. Create a nuisance, permit any waste, or cause any contamination in, on, or to the Parking Area or the St. Thomas More Catholic Church campus.

B.2.c. Use the Parking Area or the St. Joseph Catholic Church campus in any way that would increase insurance premiums or void insurance of Owner.

B.2.d. Alter the Parking Area or place any sign, even temporarily, in the Parking Area without Owner's prior written consent.

B.2.e. Allow a lien to be placed on the St. Joseph Catholic Church campus property.

B.2.f. Assign User's rights under this agreement to any person without User's written consent.

B.2.g. Permit individuals to use the Parking Area who are not described as persons permitted to use the Parking Area in the definition of Permitted Use.

C. Owner's Obligations

C.1. Owner agrees to—

C.1.a. Grant to User a license to use the Parking Area for the Term for the Permitted Use in accordance with the provisions in this agreement.

C.1.b. Obey all laws relating to Owner's operation of the St. Joseph Catholic Church campus.

C.1.c. Return the Security Deposit to User, less itemized deductions, if any, on or before the 60th day after the date this agreement ends.

D. General Provisions.

User and Lessor agree to the following:

D.1. Automatic Extension/Renewal. This agreement ends on the stated Termination Date if one party provides written notice of Termination to the other party not less than 15 days before the stated Termination Date. If neither party provides notice of termination within the time required, the Termination Date shall be automatically extended until the last day of the following month. The Termination Date shall be automatically extended on a month-to-month basis until one party provides written notice of termination to the other party not less than 15 days before the end of the then applicable Termination Date.

D.2. Abatement. User's covenant to pay the User Fee and Owner's covenants are independent. Except as otherwise provided, User will not be entitled to abate the Monthly User Fee for any reason.

D.3. Insurance. User's commercial general liability insurance will be primary and not contributory to any similar insurance carried by Owner.

D.4. Parking Rules. By providing written notice to User, Owner may later: (i) impose reasonable parking rules, regulations, or instructions to the Parking Area or the general parking areas in the St. Joseph Catholic Church Campus; (ii) reserve specific parking spaces for User's use in lieu of a defined Parking Area; or (iii) move the Parking Area to a different location on the St. Joseph Catholic Church Campus

D.5. Casualty/Total or Partial Destruction. If the Parking Area is damaged for any reason, including but not limited to a casualty, Owner may, in its sole discretion: (i) terminate this agreement to the extent that the Parking Area is not usable by User for the Permitted Use and the User Fee will be adjusted as may be fair and reasonable; or (ii) elect to impose action under Subsection *D.4.(ii) or (iii)*.

D.6. Default by Owner. Owner is in default of this agreement if Owner fails to comply with any provision of this agreement within 7 days after receipt of written notice from User of the non-compliance. User's remedies for Owner's default are to terminate this agreement and sue for damages.

D.7. Default by User. User is in default of this agreement if User fails to comply with any provision of this agreement within 2 days after written notice from Owner of the non-compliance. Owner's remedies for User's default are to terminate this agreement and sue for damages.

D.8. Waiver/Mitigation. It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by applicable law. Owner and User have a duty to mitigate damages.

D.9. Use of Security Deposit. If User defaults, Owner may use the Security Deposit to pay arrears of the User Fee, to repair any damage or injury, or to pay any expense or liability incurred by Owner as a result of the default.

D.10. Limitation of Warranties. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS AGREEMENT, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS AGREEMENT.

D.11. Attorney's Fees. If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover: (i) reasonable attorney's fees; (ii) court costs and fees; and (iii) other costs necessary to prevail in litigation.

D.11. Venue. Exclusive venue is in the county in which the Parking Area is located.

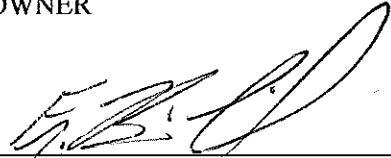
D.12. Notices. Any notice required or permitted under this agreement must be in writing. Notice may be given by regular mail, personal delivery, courier, electronic mail, or other commercially reasonable means and will be effective when received. Any notice is to be sent to the parties' addresses as stated on Page 1 of this agreement.

D.13. Amendments. This agreement may be amended only by an instrument in writing signed by Owner and User.

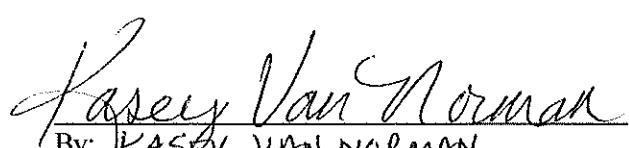
D.14. Entire Agreement. This agreement and its exhibits are the entire agreement of the parties. There are no representations, warranties, agreements, or promises pertaining to the Parking Area or the agreement to use the Parking Area to User, and User is not relying on any statements or representations of Owner or any agent of Owner that are not in this agreement or any exhibit.

NOTICE TO USER: Legal title to the property on which the Parking Area is located is held by the Bishop of the Catholic Diocese of Austin and is the patrimony of St. Joseph Catholic Church – Austin, Texas. Owner must obtain the consent of the Bishop of the Catholic Diocese of Austin to enter into this agreement.

OWNER


By Reverend Brian Eilers
Pastor of St. Joseph Catholic Church – Bryan, Texas

USER


By: KASEY VAN NORMAN
Title: EXECUTIVE DIRECTOR

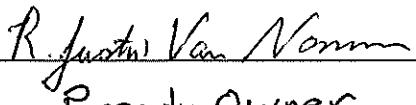

By: R. Justin Van Norman
Title: Property Owner

EXHIBIT A
Depiction of Parking Area

