

OFF-CAMPUS PARKING AGREEMENT

for Daphne High School Student at Destiny Church

This Parking Agreement ("Agreement") is entered into on [date] between Destiny Church ("Church") and ("Parent/Guardian of DHS Student")(Parent/Guardian), and ("Student's Name") ("Student") for off-campus parking at the Church's premises. By obtaining a parking permit and utilizing the designated parking space, Permitted Student agrees to the following terms for the 2023-24 school year (August-May):

1. **Parking Spaces:** Destiny Church agrees to allow 50 parking spaces for Daphne High School students for off-campus permitted parking. Fifty parking spaces will be assigned by number to students on a first-come-first-served basis.
2. **Permit Requirement:** Permitted Student must obtain a valid parking permit issued by Destiny Church at the cost of \$60 for the school year. Fees are non-refundable whether student completes the school year or uses the parking space or not.
3. **Secondary Vehicles:** Secondary vehicles are not allowed. In the event permitted vehicle is undrivable and a secondary vehicle is needed for student, a temporary permit must be obtained through the Destiny Church office (251-239-5751) immediately to prevent towing of an unpermitted vehicle.
4. **Permit Duration:** Parking permits are valid for 1 school year (August-May) and must be reapplied for an upcoming year.
5. **Valid Driving Credentials:** Students must have valid Alabama driver's license, tag/registration, and proof of insurance at time of agreement and agree to maintain valid driver's license, tag and insurance for the duration of the agreement.
6. **Parking Hours:** Parking spaces are reserved for Student ONLY during the hours of 7:00 AM to 3:30 PM. Permits do not apply to parking for extracurricular events. All parking spaces are for the benefit of Destiny Church events during evenings and weekends.
7. **Overnight Parking:** Cars must not be left overnight/over-the-weekend in the parking lot.
8. **Towing Policy:** Vehicles parked without the proper permit will be towed without warning at the vehicle owner's expense. If student arrives to find another vehicle parked in his/her space, call the church office at (251-239-5751).
9. **Prohibited Substances:** Illegal substances, including but not limited to alcohol, vaping, and narcotics, are not allowed on the Destiny Church premises. Violators will have their parking privileges revoked and be reported to the School and Daphne Police Department.
10. **Fighting or Altercations:** Physical or verbal altercations, bullying or abuse will result in revocation of parking privileges and possible arrest, suspension, or expulsion.
11. **Vehicle Searches:** Destiny Church allows Daphne High School and Daphne Police to conduct searches of student vehicles at any time in accordance with Daphne High School policy and city/state law. Destiny Church assumes no responsibility for conducting searches but reserve the right to report suspect activity to School and Law enforcement.
12. **Noise and Speeding:** No loud music or speeding is allowed within the parking premises.
13. **Littering:** No littering is allowed within the parking premises.
14. **Loitering:** No loitering is allowed in the Destiny Church parking lot. Students are expected to vacate the parking area promptly after school dismissal. Students are not allowed to congregate in parking spaces/drives.
15. **Unauthorized Parking:** Destiny Church is not responsible for people parking in assigned spots. Permitted Students can have unauthorized vehicles towed by contacting [contact number].
16. **Cancellation/Revocation:** Destiny Church reserves the right to revoke parking privileges in the event student violates any portion of this agreement. Breaking of any Alabama law is cause for immediate revocation.
17. **Surveillance:** The entire property of Destiny Church is under 24-hour recorded surveillance, and footage may be provided to Daphne High School for enforcement purposes.
18. **Parking Space Painting:** Painting parking spaces is strictly prohibited.
19. **Property Destruction:** Any destruction of Destiny Church property will result in the revocation of parking privileges.
20. **Liability Release:** Permitted Student's parent/custodian agrees to hold Destiny Church harmless for loss of property and/or personal injury.

21. **Indemnification Clause:** The Parent/Guardian agrees to indemnify and hold Destiny Church harmless from any claims, damages, losses, or expenses arising from the student's use of the parking facility.
22. **Limitation of Liability:** Destiny Church's liability is limited to the extent permitted by law.
23. **Right of Refusal:** Destiny Church reserves the right to refuse permitting for any student at church's discretion.
24. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.
25. **Notice for Unavailability of Parking and Changes to Agreement:** In the event parking is unavailable due to unforeseen/emergency circumstances (ex-water main break), Destiny Church will do its best to provide alternate parking during displacement. In the event changes to the Agreement must be made, Destiny Church will provide digital notice to Parent/Guardian and Student 7 days prior to changes. Parent/Guardian's continued use after receiving the notice constitutes acceptance of the revised terms. Destiny Church is not liable for failed delivery due to inaccurate contact information.

By obtaining a parking permit and utilizing the designated parking spaces at Destiny Church, Permitted Students agree to abide by the terms of this Agreement. Destiny Church and Daphne High School aim to provide a safe and enjoyable parking experience for all students throughout the school year.

PARENT'S/GUARDIAN'S SIGNATURE:

I the undersigned Parent/Guardian have read and agreed to the terms and conditions of the agreement on behalf of the student.

_____ / ____ / ____
 (PRINTED NAME OF PARENT/GUARDIAN) DATE

 (SIGNATURE OF PARENT/GUARDIAN)

STUDENT'S SIGNATURE:

I the undersigned Student have read and agreed to the terms and conditions of the agreement on behalf of the student.

_____ / ____ / ____
 (PRINTED NAME OF STUDENT) DATE

 (SIGNATURE OF STUDENT)

DESTINY CHURCH REPRESENTATIVE'S SIGNATURE:

_____ / ____ / ____
 (PRINTED NAME OF DESTINY CHURCH REPRESENTATIVE) DATE

 (SIGNATURE OF DESTINY CHURCH REPRESENTATIVE)

