



Austin Transportation Department

Right of Way Management Division

P.O. Box 1088, Austin, Texas 78767

Application for Valet Zone - Temporary

APPLICANT INFORMATION:

The Applicant listed here MUST sign on page 2 of this application. Applicant must provide Certificate of Insurance if not already on file.

Applicant Contact Information:

Company Name Brandon Blond

Primary Contact Name Access Valet Parking

Phone Number 512-775-5739 Alternative Phone Number _____

Mailing Address 14910 Hartsmith Dr. City Austin State TX Zip 78745

Email Address brandon@accessvaletparking.com

PROPOSED ZONE INFORMATION:

Proposed Valet Location:

Block Number W 3rd 200 NC Street Name W 3rd St. Number of Spaces Requested 6

Curb Side (circle one) - ☒ North ☒ South East West Block End (circle one) -- North South East ☒ West Midblock

Pay Station or Meter Numbers: PS# / Meter # 0426 PS# / Meter # 0425 PS# / Meter # _____ PS# / Meter # _____

AND/OR

Description of Unmetered Area _____

(If an area does NOT have marked parking spaces, then one space will be assessed for every 22 feet in curb length.)

Proposed Valet Time and Date:

Date(s): _____

From: _____ (am/pm) To: _____ (am/pm) Monday Tuesday Wednesday Thursday Friday Saturday Sunday



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LICENSED VALET OPERATOR INFORMATION:

The Valet Operator requesting the License will be the Permit Holder of record.

Licensed Valet Operator Name Access Valet Parking

Primary Contact Name Brandon Blond

24 Hour Emergency Number 512-775-5739 Alternative Phone Number _____

Mailing Address 14910 Hartsmith Dr. City Austin State TX Zip 78725

Email Address brandon@accessvaletparking.com

Expiration date of Valet Operator Permit 5/23/25 Expiration date of Valet Operator Insurance 4/1/26

VEHICLE STORAGE:

Will vehicles be parked on the Permit Holder's premises? ☒ Yes ☐ No

(If you checked "Yes", no additional information required. If you checked "No", provide details below.)

Parking Facility Location:

Address 405 Colorado City Austin State TX Zip 78701

Type of Parking Facility:

☒ Parking Garage ☐ Surface Lot

Terms of Parking Facility Contract:

Number of Spaces Available 30 Date of Contract 1/18/24 Term/Expiration Date of Contract MTM

Contact Information for Facility Owner Manager:

Name Jim Riggio Phone Number 267-825-3398 Email Address jim.riggio@bdnreit.com

****Provide current evidence of Contract with Parking Facility, if not already on file.****

Map of vehicle routes to and from Valet Service area to Parking Facility Provided? ☒ Yes ☐ No

****Provide map of vehicle routes, if not already on file.****

I declare that the information provided in this application is true and that I have read the Code of the City of Austin Section 13-5 as amended by Ordinance Number 031211-11, and I understand all conditions of this application as set forth herein and the City Code. I understand that no guarantee of approval is implied by the acceptance of this application, and that in order for this application to be completed the applicant must provide all additional information requested and that failure to provide the additional information will result in denial of the application. I also understand that the City is not responsible for any cost or inconvenience incurred by me if the application is denied.

STATE OF TEXAS

COUNTY OF _____

SIGNATURE OF APPLICANT

(MUST SIGN IN PRESENCE OF NOTARY)

SWORN TO AND SUBSCRIBED BEFORE ME ON THE _____ DAY OF _____,

NOTARY PUBLIC SIGNATURE



CONTRACT #:
VENDOR ID#:
BUILDING ENTITY#: 770P

SECOND AMENDMENT TO PARKING FACILITY MANAGEMENT SUBCONTRACT AGREEMENT

THIS SECOND AMENDMENT TO PARKING FACILITY MANAGEMENT SUBCONTRACT AGREEMENT (this "Amendment") is entered into as of January 18, 2024, with an effective date as of March 1, 2024 (the "Effective Date"), by and between **BDN GC SERVICES, LLC**, a Delaware limited liability company ("Operator"), and **ACCESS VALET PARKING, LLC**, a Texas limited liability company ("Subcontractor").

WHEREAS, Operator and Subcontractor entered into that certain Parking Facility Management Subcontract Agreement dated as of September 16, 2021 (the "Original Agreement"), as amended by a First Amendment to Parking Facility Management Subcontract Agreement dated as of January 19, 2022 (the "First Amendment") (the Original Agreement as Amended by the First Amendment is hereinafter referred to as the "Current Agreement") to permit Subcontractor access to the Facility located at 405 Colorado Street, Austin, Texas 78701 to provide limited valet parking services to area restaurants. The Current Agreement as amended by this Amendment is referred to herein as the "Agreement".

WHEREAS, Operator seeks to increase the number of vehicles it can park at the Facility in connection with its valet services, and Operator and Subcontractor desire to amend the Current Agreement upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and intending to be legally bound, Operator and Subcontractor agree as follows:

1. Incorporation of Recitals; Definitions. The recitals set forth above are incorporated herein by reference as if set forth in full in the body of this Amendment. Capitalized terms used but not otherwise defined herein have the respective meanings given to them in the Current Agreement.
2. General Scope. As of the Effective Date, Sections 3(a)(i) and 3(a)(ii) of the Current Agreement shall be removed in their entirety and replaced with the following:
 - 3(a)(i) Valet hours shall be from 10 a.m. through 3 p.m. (CST) for lunch services ("Lunch Hours") and from 4:30 p.m. through 11:00 p.m. for dinner services ("Dinner Hours");
 - 3(a)(ii) Valet services shall include no more than 30 vehicles in the Facility at any given time during Lunch Hours and no more than 90 vehicles in the Facility at any given time during Dinner Hours;
3. Management Fee. As of the Effective Date, Section 4 of the Current Agreement shall be removed in its entirety and replaced with the following:
 4. Management Fee. As compensation to Operator for allowing Subcontractor to use the Facility for its valet services as set forth in the Agreement, Subcontractor shall pay a management fee (the "Management Fee") to Operator equal to:
4. Effect of Amendment; Ratification. Operator and Subcontractor acknowledge and agree that, except as provided in this Amendment, the Current Contract has not been modified, amended, canceled, terminated, released, superseded, or otherwise rendered of no force and effect. Nothing herein contained shall be construed to: (i) modify, waive, impair or affect any of the provisions contained in the Contract (except as may be expressly provided herein); (ii) waive any present or future breach of, or default under, the Contract or Operator's rights against any person or entity liable or responsible for the performance thereof; or (iii) enlarge or increase Operator's obligations or Subcontractor's rights under the Contract or otherwise except as expressly set forth herein. The Current Contract is hereby ratified and confirmed

by the parties hereto, and every provision, covenant, condition, obligation, right, term, and power contained in and under the Current Contract continues in full force and effect, affected by this Amendment only to the extent of the amendments and modifications set forth herein. In the event of any conflict between the terms and conditions of this Amendment and those of the Current Contract, the terms and conditions of this Amendment control.

5. Representations. Each of Operator and Subcontractor represents and warrants to the other that the individual executing this Amendment on such party's behalf is authorized to do so. Subcontractor hereby represents and warrants to Operator that there are no defaults by Operator or Subcontractor under the Current Contract, nor any event that with the giving of notice or the passage of time, or both, will constitute a default under the Current Contract.
6. Counterparts; Electronic Transmittal. This Amendment may be executed in any number of counterparts, each of which when taken together will be deemed to be one and the same instrument. The parties acknowledge and agree that notwithstanding any law or presumption to the contrary, the exchange of copies of this Amendment and signature pages by electronic transmission will constitute effective execution and delivery of this Amendment for all purposes, and signatures of the parties hereto transmitted and/or produced electronically will be deemed to be their original signature for all purposes.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Operator and Subcontractor have duly executed this Amendment on the date first above written.

OPERATOR:

BDN GC SERVICES, LLC

By: Jim Riggio
Name: Jim Riggio
Title: Parking Operations Manager

SUBCONTRACTOR:

ACCESS VALET PARKING, LLC

By: Brandon Blond
Name:
Title:

- RED - Route used to park vehicles.
- GREEN - Route used to return vehicles.
- BLUE - Valet zone
- Purple - 405 Colorado Parking Garage.

