

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

PARKING AGREEMENT

THIS PARKING AGREEMENT (the "Agreement") is made and entered into this 16th day of June, 2026, by and between the **CITY OF HENDERSONVILLE**, a North Carolina municipal corporation (hereinafter the "City"), and the **FIRST BAPTIST CHURCH OF HENDERSONVILLE**, a North Carolina nonprofit corporation (hereinafter the "Church").

WITNESSETH:

WHEREAS, the First Baptist Church of Hendersonville has requested that the City allow free parking on Sundays in the City's parking deck, located on the corner of 5th Avenue and Church Street, in exchange for the Church's lump sum payment to the City of \$12,000.00; and

WHEREAS, free parking on Sundays will benefit the Church by allowing its congregation to have parking available on a first-come, first-served basis for Sunday services; and

WHEREAS, the free parking on Sundays will benefit the City by encouraging not only the Church congregation but also the general public to visit and remain downtown on Sundays, and therefore the contract is mutually beneficial to both parties; and

WHEREAS, the provision of public parking has long been recognized as a valid public purpose in North Carolina, allowing the expenditure of public funds and the establishment of contracts to construct or manage parking infrastructure; and

WHEREAS, the City has the authority to directly operate public parking facilities and define the exact operational standards, term limits, and revenue-sharing mechanisms associated with such facilities;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. TERM The term of this Agreement shall be for one (1) year, commencing on the first Sunday in July, 2026 and terminating on the last Sunday in June, 2027.

2. PAYMENT The Church shall pay to the City a lump sum in the amount of Twelve Thousand Dollars (\$12,000.00) upon the execution of this Agreement. Notwithstanding anything herein to the contrary, the lump sum fee shall be deemed earned when paid.

3. SUNDAY FREE PARKING AND EXCEPTIONS In exchange for the payment set forth in Section 2, the City agrees to allow free parking in the City's parking deck on Sundays, between the hours of 7:00 a.m. and 10:00 p.m. However, the following dates are strictly excepted from this Agreement:

- a. The Sunday falling during the City's annual Garden Jubilee Festival; and
- b. The Sunday falling during the North Carolina Apple Festival.

On these specified festival Sundays, parking within the parking deck will be subject to fees imposed by the City, and all revenues collected during these times shall belong exclusively to the City of Hendersonville.

4. PARKING AVAILABILITY AND LIMITATIONS The Sunday free parking will be provided strictly on a first-come, first-served basis for not only the Church congregation but also the public at large. The City

makes no guarantees whatsoever as to the availability of parking for the Church congregation on Sundays. Furthermore, there will be no reserved parking provided for the Church or the Church congregation during the free-parking Sundays. Any parking spaces within the parking deck that have already been identified or marked as "Reserved" parking shall continue to be reserved and are strictly excluded from the free parking permitted under this Agreement.

5. SIGNAGE During the free-parking hours on Sundays, the Church may post a single "sandwich-board style" sign at each entrance to the parking deck. The sign shall only state that the free parking on Sunday is being paid for by the First Baptist Church of Hendersonville. No other religious messaging, proselytization, or additional text is allowed. The design, dimensions, and precise language of the sign are subject to the prior review and written approval of the Hendersonville City Manager at his sole discretion.

6. TERMINATION FOR CONVENIENCE. Either party may terminate this agreement for their convenience by providing written notice to the other party a minimum of sixty (60) in advance of the desired termination date to the signatory for the other party, specifying the termination date. In such event, the prorated lump sum not yet applied to provide free parking on Sundays shall be refunded to the Church.

7. AUTOMATIC RENEWALS. This agreement shall not be automatically renewed. The fact that a contract is entered between the parties for one year shall not be deemed to set any precedent for the City entering into any future contracts for parking. However, future contracts may be negotiated between the parties for 1 year terms. The annual lump sum to be paid for any future contract will be determined at the time the new 1-year contract is entered; however in the event future free-parking on Sunday parking contracts are entered between the parties, it is the City's intent that the lump sum fee for 1 year of free parking Sundays will be increased by the same percentage that the City's annual parking deck revenue grew between the two most recent fiscal years. As an example, if the City's Sunday parking revenue for FY 26 was \$10,000, the lump sum fee for free parking Sundays is \$12,000 for FY 27, and the City's parking deck revenue grew 10% between FY 26 and FY 27, the fee for a 1 year contract to provide free parking on Sundays, for FY 28 would increase by 10% over the fee for FY 27 and would total to \$13,200 for FY 27.

8. PROPERTY INTEREST. Nothing herein shall be construed as granting any right, title or interest in or to the parking deck, or any revenues received by the City from the parking deck, to the Church.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF HENDERSONVILLE

By: _____
City Manager / Authorized Official

FIRST BAPTIST CHURCH OF HENDERSONVILLE

By: _____
Authorized Representative