

Exhibit 7
Parking Agreement

JOINT USE PARKING AGREEMENT

This Joint Use Parking Agreement (“Agreement”) is entered into effective as of March 11, 2107 (“Effective Date”) between the Denton Bible Church (“the Church”), a Texas Nonprofit Corporation located at 2300 E University Drive, Denton, Texas 76209, and Denton Calvary Academy (“Academy”), a Texas non-profit corporation located at 1910 East University Drive, Denton, Denton County, Texas 76209, the Church and Academy being sometimes collectively referred to herein as the “Parties”.

RECITALS

WHEREAS, the Church owns property in the City of Denton, Texas described as 2200 E University Drive, Denton, Texas 76209 which is composed of four lots: Lot 1R, 2R, 3R, and 4R, (the “Property”) and depicted on the attached **Exhibit A** incorporated herein.

WHEREAS, Academy is the Lessee of the improvements on Lot 1R and is in the process of purchasing the lots on the Property; and

WHEREAS, pending such sale, the Parties desire to enter into a Joint Use Parking Agreement with each other for the use of the parking spaces on the Property, which are depicted in the attached **Exhibit B** incorporated herein (“Parking Facilities”); and

WHEREAS, Academy and the Church presently desire to set forth the details of such use in this Joint Use Parking Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Academy and the Church hereby agree as follows:

1. **Authorization**. Each party authorizes the other, as well as the Parties’ employees, patrons, customers, vendors, and other invitees, subject to the terms and conditions set forth herein, to use, on a non-exclusive basis and on the same terms and conditions as same are available to the general public from time to time the Parking Facilities on the Property and depicted in Exhibit B hereto.
2. **Term**. The Right to Use will remain in effect for at least as long as the Church retains ownership of the Parking Facilities and the Parking Facilities are used for parking purposes. This Agreement is entered into for the purposes of a Specific Use Permit with the City of Denton Project #S17-0002. However, the Parties may elect to continue the sharing of the Parking Facilities under this agreement with an appropriate addendum.
3. **Revenue**. Any revenue generated from the Parking Facilities shall belong to the Church, as the owner and operator of the Parking Facilities, and Academy shall have no right, title and/or interest in and to any portion of such revenue until such time as Academy becomes title owner of the Property or any portions thereof.
4. **Surface Parking**. It is understood and agreed by the Parties that this Agreement will affect the Church’s intention to minimize surface parking on its property adjacent to the Premises.
5. **Adequate Access**. Further, the Church and Academy also acknowledge that adequate access to the Property is critical to achieving each party’s mission in the use of the Property. Adequate access

includes (a) surface streets that allow easy approach and departure to and from the Property, (b) an amount of limited parking on the Property near the entrance(s) to the Improvements for handicapped and other special patrons, and (c) sufficient parking within convenient walking distance of the Property to accommodate simultaneous events.

6. Insurance and Indemnity. Academy agrees that the blanket contractual liability coverage included under its Commercial General Liability Insurance will provide liability coverage for its liability assumed under this Agreement, any liability incurred pursuant to its enjoyment of its Right to Use the Parking Facilities, and for any claims, losses, or damages sustained or caused by Academy's invitees in the Parking Facilities or while on the Church's surrounding property. IN ADDITION, ACADEMY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CHURCH FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LOSSES OR DAMAGES WHATSOEVER BASED UPON OR ARISING OUT OF PERSONAL INJURY, DEATH OR PROPERTY DAMAGE SUSTAINED OR CAUSED BY TENANT AND ITS EMPLOYEES AND INVITEES WHILE USING THE PARKING FACILITIES. THIS INDEMNITY IS INTENDED TO INDEMNIFY THE CHURCH AGAINST SUCH INJURY, DEATH, OR DAMAGE EVEN IF CAUSED BY A PREMISES DEFECT CAUSED BY OR ALLOWED TO EXIST BY OR THROUGH THE CHURCH'S OWN NEGLIGENCE.

7. Reservation of Rights. The Church reserves the right to use the Parking Facilities in-common with Academy, including access areas.

8. Consent Required for Termination and Third Party Use. No other third party entity, other than invitees of the Parties, may use the Parking Facilities for any other vehicular parking, including when no events are occurring, without the City's prior written consent. This Agreement shall not be terminated between the Parties without prior written consent of the City of Denton.

9. Parking Prohibited. No vehicles of Academy or its employees, invitees, patrons, or guests may be parked in an access area and the Church will be entitled to tow any vehicles parked in violation of this prohibition.

10. No Parking. No parking shall be allowed on any unpaved portion of the Premises. The Church reserves the right to remove any vehicles parked in violation of the terms of this Agreement without notice or opportunity to cure.

11. Entire Agreement. This Agreement contains the complete and entire agreement between the Parties respecting the matters addressed herein. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by authorized representatives of the Parties and approved by the City of Denton. Capitalized terms used in this Agreement and that are not defined herein will have the same meaning as the defined terms in the Lease.

12. Invalid Provision. Any clause, sentence, provision, paragraph, or article of this agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective will not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof will be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

13. Force Majeure. If either party is delayed, hindered, or prevented from performance of any of its obligations by reason of a Force Majeure event, including but not limited to the occurrence of any event that prevents or delays the performance by a party of any obligation imposed upon it hereunder and the

prevention or cessation of which event is beyond the reasonable control of the obligor, then the time for performance of such obligation shall be reasonably extended for the period of such delay, provided the party claiming such an event shall give prompt written notice of such occurrence to the other party and shall diligently attempt to remove, resolve, or otherwise eliminate such event, keep the other party advised with respect thereto, and shall commence performance of its obligations hereunder immediately upon such removal, resolution, or elimination.

14. Severability. The provisions of this Agreement are severable and, in the event that any portion of this Agreement is found to be invalid or unconstitutional for any reason, the remainder of this Agreement will not be affected and this Agreement will be construed as if it had never contained such invalid or unconstitutional provision.

The parties hereto have executed this Agreement on the _____ day of _____, 2017 (the "Effective Date").

**DENTON BIBLE CHURCH,
Texas Nonprofit Corporation**

By: _____

Its: Authorized Elder

**DENTON CALVARY ACADEMY,
Texas Nonprofit Corporation**

By: _____
Max Roberson

Its: Board Co-Chair