Checklist for Leasing Church Premises

1. Tenant Name and Authority of Party signing the Lease

 Be sure you have the proper name of the tenant, its type of entity, i.e. corporation, partnership, unincorporated association; and the capacity of the person signing the lease, i.e. President, Vice President, Partner.

2. Lease Term and Termination

 Have a start date for the term and an end date. Provide for annual renewals of the Lease, but

 include a right by either party to terminate the lease without cause on 30 days notice.

3. Rent

 Set an amount and a date on which it is to be paid. State if rent includes utilities, maintenance, or any other expense such as snow removal.

4. Description of Leased Premises

 Identify the rental space by room or a drawing. Also identify common areas that can be used such as kitchen, bathrooms, and storage areas.

5. Permitted Use

 Define how the tenant can use the space. Provide that the tenant’s right of use may be curtailed

 in the event of a church need.

6. Improvements

 State if tenant can change premises with paint, wall coverings etc.

7. Repairs and Maintenance

 State if tenant cleans leased areas and keeps them in good repair. Be clear about who pays for upkeep.

8. Signs

 State what signs, if any, tenant can place on the premises.

9. Parking

 State what parking is available to tenant and if parking can be restricted for church events like funerals.

10. Assignment and Subletting

 State that the lease can not be assigned or the premises sublet without the church’s approval.

11. Insurance

 Tenant shall carry insurance on its property and persons using the leased premises. Many tenants won’t have such insurance so the church MUST contact its insurance agent to see about coverage. You should advise prospective tenants that any lease agreement is subject to approval of the church’s insurance agent.

12. Default

 Have language in the lease that says tenant will have 15 days to cure a default such as missing a rent payment or failure to clean. If default not cured the lease may be cancelled.

13. Renewals

 Use one year terms and give tenant a right to renew if they are not in default.

14. Notice Provisions

 Put in language that makes clear who the contact person is for the tenant and the church. Put burden to advise of change of contact and contact information on each party.

15. Church Policies

 Make clear in the lease that the tenant will abide by all church policies such as child protection, sexual harassment, alcohol, smoking and guns.

16. Relationship of the Parties

 Make clear that the lease agreement does not create any type of relationship between the church and the tenant, and that the church has no control over the tenant, its employees or its invitees.