Lease Agreement Between (Church)

And

(Lessee Name)

This agreement is made this (date) by and between (church name) of (city, state)

Hereinafter known as the LESSOR and the (lessee name), hereinafter known as the LESSEE.

THE LESSOR AND THE LESSEE AGREE AS SET FORTH BELOW:

For the term of the rent and otherwise, upon the terms, conditions, and provisions hereinafter contained, the LESSOR does hereby let and lease unto the LESSEE that part of the premises attached hereto as exhibit A, which is located within the property known as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

This agreement outlines the use of the LESSOR’S facilities for a period of \_\_\_\_\_\_\_\_\_\_\_\_\_ months, starting on the first day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ to the last day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_. LESSEE

shall use the leased premises for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. This lease agreement maybe extended for successive one year terms on the annual agreement of LESSOR and LESSEE.

A. LESSEE hereby covenants and agrees to pay the LESSOR a rental fee of $\_\_\_\_\_\_\_\_\_\_\_\_ per month. All taxes and utility charges are included with the exception of telephone service. Rent will be paid by the 5th day of each month.

B. LESSOR agrees to offer the facilities in good condition. General weekly maintenance and custodial services are the responsibility of the LESSEE. Failure to keep the leased premises in a clean and sanitary condition will result in termination of this Lease. The Lessee shall not make any changes or improvements to the leased premises without the written consent of the Lessor.

C. LESSEE shall not assign this agreement or sublet any part of the said premises without the written consent of the LESSOR first endorsed on this instrument.

D. LESSEE shall indemnify and hold harmless, the LESSOR and its agents and its employees from and against all claims, damages, loss or expense, including attorney fees arising out of or resulting from the performance and operation of the LESSEE services, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury or destruction of tangible property including the loss of use there from, and (2) is caused in whole or in part by any negligent act of omission of the LESSEE, or anyone directly or indirectly employed by the LESSEE or anyone for anyone for whose acts the LESSEE may be liable, regardless of whether or not is caused by a party indemnified hereunder.

E. LESSEE covenants and agrees to obtain and keep in force continuously thereafter until the termination of the Agreement: Property and liability insurance as to protect the LESSEE from claims as set forth below which may arise out of or result from the performance and operation of the LESSEE’S services and for which the LESSEE or anyone directly or indirectly employed by the LESSEE, or by anyone for whose acts the LESSEE may be liable.

 1. Claims under Workman’s Compensation, disability benefit and other similar employee benefit acts which are applicable to the LESSEES operations.

 2. Claims for damages for bodily injury, occupational sickness or disease, or death of the LESSEE’S employees or members.

 3. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such persons by the LESSEE, or (2) by another person.

 4. Claims for damages other than the business operations itself, because of injury to or the destruction of tangible property, including loss of use.

 5. Claims for damages for bodily injury, death of a person, or property damages arising out of ownership, maintenance, or use of a motor vehicle.

LESSEE further agrees that the property and liability insurance required herein shall be written for not less than the following limits:

LESSEE shall provide the LESSOR with a Certificate of Insurance, naming the LESSOR as co-insured.

F. In addition to the leased premises, the LESSEE shall:

 1. Have access to all necessary parking in LESSOR’S parking lot;

 2. Have the use of the kitchen as required providing church members are not using it;

 3. Have use of the fellowship hall, for occasional use, providing there is not a church function or a rental to an outside party previously planned. LESSEE must make arrangements for its use with the church secretary. The LESSEE understands that in the event of a church funeral, the kitchen, sanctuary, and fellowship hall will not be available to them.

 4. Not post signs in or about the LESSOR’S premises without LESSOR’S permission.

G. The facilities herein described will be available for use by the LESSEE five (5) days per week (Monday- Friday).

H. The LESSEE shall give all notice and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance and operation of the LESSEES church programs.

I. The terms of this lease notwithstanding, it is understood and agreed that either party may terminate this Lease and Agreement by giving thirty (30) days advance notice in writing of its intentions to terminate.

J. The LESSEE shall provide all furnishings, staff, and supplies deemed necessary to operate the leased premises. The LESSOR shall not be involved in any way with LESSEE’S use of the leased space and nothing contained in this lease shall be construed by the parties hereto or by any third party to create a relationship of principal and agent, or of partnership or of joint venture. The relationship between the parties is of LESSOR and LESSEE and no act or provision of this lease shall be deemed to create any other relationship.

K. LESSEE shall review and agree in writing to abide by all of LESSOR’S policies including, but not limited to, child protection, sexual harassment, smoking and alcohol.

Lessee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Lessor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_