

Model Lease Agreement for Church to Church

This lease Agreement (Lease) is made and enter into on this _____ day of _____, (effective date), by and between the Board of Trustees of _____ UMC, hereinafter referred to as "Landlord" and _____ (church) hereinafter referred to as "Tenant".

It is therefore agreed to by the parties as follows:

1. Premises: The landlord, in consideration for the covenants, conditions and agreements of the Tenant expressed herein does demise and lease to the Tenant certain premises located at _____ (Premises) as follows:
 - a. The sanctuary will be available during the following hours only:
 - b. The following classrooms are available during the following hours only
 - c. The storage space described here is available full time, and is to be secured by the Tenant with spare keys available to the Landlord.
 - d. The Landlord and its assigns reserve the right to be in the premises at all times.
2. Scheduling and Emergencies: Landlord will give 48 hours' notice in emergencies and at least 30 days' notice whenever possible for certain scheduled events and unscheduled emergencies such as weddings and funerals that will limit the Tenant's use. When this notice is given, Tenant must relinquish the use of the space to the Landlord.
3. Conditions: The congregations of the Landlord and Tenant will remain entirely independent and separate from each other in terms of religious leadership by the two pastors, administrative leadership by the governing bodies and lay leadership.
 - a. Finances: There will be no mingling of finances received, bank accounts, credit or financial management between the Landlord's congregation and the Tenant's congregation. All funds will be handled through Financial polices as directed by each congregation's Administrative body.
4. Security Deposit: The Tenant shall make a _____ security deposit with the Landlord that the Tenant will comply with all the terms of this lease. If the tenant complies with the terms of this Lease, the Landlord will return this deposit within 30 business days after the end of the Lease, including any extensions. The landlord may use as much of the deposit as necessary to apply for damages resulting from the occupancy or any breach of this Lease. If this occurs prior to the Lease termination, the Landlord may demand that the Tenant replace the

amount of the security deposit used by the Landlord. If the Security Deposit is not kept at the amount stated herein within 30 days, the Lease may be terminated.

5. Rent: The Tenant agrees to pay rent at the rate of _____ per month, due on the ____ day of the month. The first payment of rent and security deposit is due upon the signing of this agreement. The Tenant must pay a late charge of _____ as additional rent for each payment that is more than _____ days late. The late charge is due with the monthly rent. The tenant must also pay all fees and costs associated with any check that is dishonored, and an additional \$25.00 processing fee. All checks should be made out to _____ and delivered to this address:

- a. Rent shall be reviewed on a six-month basis in the first year, and at least annually afterward.
6. Term: Unless otherwise terminated, this lease is for _____ commencing on the Effective Date and ending _____. This lease may be terminated by either party with 30 days' written notice given to the other at the following addresses:
- a. Landlord's official address for notifications:
- b. Tenant's official address for notifications:
- There is no automatic renewal of this Lease term.

7. Dispute resolution: Any problems, complications or disputes that occur will be brought first to the Landlord or Tenant by way of either the Pastor or the Trustees named below, or their successors:
- a. Pastor of Landlord:
- b. Trustee Representatives of Landlord:
- c. Pastor of Tenant:
- d. Trustee Representatives of Tenant:

Any complication that arises will first be mediated by these parties with hopes of a mutually agreeable solution. In the event that the parties cannot agree, the Landlord's board of trustees will make the final decision.

This lease will also be reviewed by the _____ District of the United Methodist Church for final approval. Any changes required by the District will become part of this agreement.

8. Use of Property:
- a. The attached exhibit "Facility Use" outlines the agreement of the parties as to the times, dates, and spaces that are to be used by the Tenant. Tenant and Landlord may agree to changes in this use only in writing and agreeable to both parties. Additional usage may require rental amount adjustments at the discretion of the Landlord.
- b. The premises are to be used and occupied only for the purpose of worship, ministry, religious fellowship and study. The Tenant will not, and will not allow others to use or occupy the Premises, full or partial, for any other purposes; Tenant will avoid unlawful, disreputable, hazardous or activities or incidents promoting of fire or casualty or risk termination of this Lease.
- c. There will be no smoking of any kind, consumption of alcohol, or use of illegal substances in or around the Premises. All lighted candles must be contained in a non-flammable vessel and must be under direct adult supervision at all times.

- d. Parking spaces may be used as in the attached "Facility Use" document.
 - e. Keys will be given to the Tenant as outlined in the attached "Facility Use" document, and the Landlord has the absolute right to revoke the use of keys or change locks in the event of any safety hazard.
9. Alterations and Improvements: No alterations, additions or improvements shall be made by Tenant without express written agreement with the Landlord. No material liens, constructions liens or mortgages will be allowed by the Tenant and its hires or assigns. All climate regulations will be handled by the Landlord. Tenant will not use any fasteners, glue, tape or posting that is permanent. Entrance to the building will be operated by the Landlord.
10. Liability Insurance: The Tenant, at their own cost and expense, shall obtain, provide and keep in full force and effect for the benefit of the Landlord and acceptable to the Landlord in its sole discretion during the term of this lease general liability coverage naming the Landlord as additional insured party against any and all liability or claims of liability arising out of or occasioned by or resulting from any accident or otherwise in or about the leased premises for injuries to any persons for limits of not less than One Million Dollars. The insurance policies shall be with companies authorized to do business in Virginia and shall be delivered to the Landlord, together with proof of payment, not less than 15 days prior to the commencement of the terms of this lease or of the day when the Tenant shall enter the premises, whichever occurs sooner.
11. Child and Youth Protection Policy: The Tenant must obtain and provide at the signing of the lease and keep in full force for the benefit of the Landlord, and acceptable to the Landlord in its sole discretion, during the term of the Lease a Child/Youth/Vulnerable Adult protection policy in order to:
 - a. Establish reasonable procedures to reduce the risk of physical, emotional and sexual abuse of our children, youth and vulnerable adults as they participation in activities
 - b. Protect our children, youth and vulnerable adults
 - c. And protect our staff and volunteers from false allegations of misconduct.
12. Cleanup: Tenant, upon completion of usage each week, is responsible for removing all papers and bulletins and all other items used in the Premises and in the bathrooms. In the event of kitchen usage, the floors must be swept, tops of tables cleaned and garbage taken to the common garbage cans outdoors. The premises should be in the same condition as when Tenant entered.
13. Utility Use: Tenant has the right to use utilities such as water, sewer gas and electricity, but not telephone or Internet connections without permission of the Landlord. Tenant is responsible for turning off all lights and check and turn off any faucets they have used upon vacating the premises.
14. Use of Equipment: Tenant may use the following equipment, under the following terms, and no other equipment:
 - a.
 - b. All equipment should be returned to the places it was received from, in the same condition it began its use.
 - c. Any inoperable equipment should be immediately report to those named in this Lease.
15. Exhibits: Attached to this lease are the following exhibits, incorporated into this lease:
 - a. Liability Insurance of at least a million dollars, paid for by Tenant and inuring to the benefit of the Landlord.

- b. Tenant's pastor's pastoral ordination document
- c. Tenant's Child/Youth/Vulnerable adult Protection Policy
- d. Facilities Use Request Form outlining the days, hours, and amount of the premises being used specifically.

In Witness whereof, the parties execute this Lease agreement

Tenant Pastor:

Date: _____

Tenant Representative:

Date: _____

Landlord (via Trustees) :

Date: _____

Landlord Pastor:

Date: _____

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Exhibit: Facility Use:

This is where you will outline clearly what spaces are being rented, clearly indicate what is NOT being rented, discuss times and hours, parking, kitchen usage, bathroom usage, classroom usage, keys, candles, etc.

Be specific!! And stick to this – the more you let slide in the way of time and space, the more you are going to regret it if you want to renew the lease at a higher amount, or otherwise set boundaries. Set them wide at the beginning if you want, and let them grow into the space.

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