

MODEL AGREEMENT OF LEASE
Between
THE BOARD OF TRUSTEES OF _____ UMC
(the "Landlord ")
And
Preschool/Child Care Facility
(the "Tenant")

For and inconsideration of the covenants and agreements herein contained, the Landlord does hereby lease unto the Tenant and the Tenant does hereby lease from the Landlord upon the terms and conditions hereafter set forth, a portion of _____ UMC located at

TERMS:

The premises are hereby leased for a period of ____ () months, commencing _____ and ending _____. THE RENTAL TERM SHALL BE FIRST FOR THE INITIAL _____ MONTHS OF THE TERM BUT MAY BE TERMINATED BY EITHER THE TENANT OR THE LANDLORD WITH 180 DAYS WRITTEN NOTICE.

The tenant shall have the exclusive use of:

- CLASSROOMS ROOMS CURRENTLY OCCUPIED BY THE CHILDRENS WEEKDAY PROGRAM (Rooms _____)
- AS WELL AS THE _____ () BATHROOMS IN THE PRE-SCHOOL AREA AND THE HALLWAYS IN THE PRESCHOOL AREA.
- THE TENANT WILL ALSO HAVE EXCLUSIVE USE OF following storage areas:
- AND the following OFFICES AS WELL AS THE ANTEROOM

On the days and times designated below:

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Access to other areas shall be after discussion with Landlord and written approval.

Often necessary: TENANT FOR USE AS "SHELTER IN PLACE" IN THE EVENT OF EMERGENCY:

Tenant WILL BE ALLOWED THE USE OF:

- The tenant shall have access to these storage spaces:
- Custodial services:
- Telephone / internet services:
- Equipment:

PURPOSE:

(example) The purpose of the space for schooling of infants, toddlers and preschool-aged children, not including full-time daycare, and will operate Monday and Tuesday between 9:30-2:30(School hours) 8:00-3:00 PM(Staff hours) and on Wednesday and Friday between 9:30 - 12:30 (School hours) 8:00-1:00 PM (Staff hours) and Thursday between 9:30-1:30 (-we have "lunch bunch" starting in October for preschool classes) (School hours) 8:00-2:00 PM (Staff hours) but will not hold classes during the month of August.

The premises shall be used only for the purposes stated unless otherwise approved by an authorized representative of the Landlord. The Tenant and Landlord agree to comply with all lawful requirements of local, state, and federal health boards, police and fire departments, and insurance companies as they apply to churches respecting the use of the premises and will be required to comply with these or any future required improvements.

LEASE PAYMENT FOR USE OF FACILITY:

(example)

During the first year of the term of the lease (July, 12015 - June 30,2016) the Tenant shall pay the Landlord a monthly fee of \$3,387.08 based on eleven months of annual use at an annual rate of \$12.00 / square foot for 3,695 square feet (\$40,645.00). The first month of the first year (2015) will be paid at a prorated amount for September 15-30th, 2015 (\$1,693.54).

During the second year of the term of the lease (July, I 2016 - June 30,201 7) the Tenant shall pay the Landlord a monthly fee of \$3,457.65 based on eleven months of annual use at an annual rate of \$12.25 / square foot for 3,695 square feet (\$41,491.77)

The lease payment shall be paid in monthly installments and payable not later than the first day of the current month. A late payment charge of 10% may be assessed at the discretion of the Landlord.

USE OF RENTED SPACE BY LANDLORD:

The Landlord reserves the right to require the Tenant to change the hours of operation if there is a conflict with a Landlord event. Every effort will be made to give the Tenant prior notice; however, in extreme circumstances such notice may not always be possible.

TERMINATION AND RENEWAL:

The term of this lease is (Example)

for the first three years (36 months beginning July 1,2015 -June 30, 2018) This lease may be terminated by either party for any reason by providing 180 days' written notice during the final two years of the term of the lease (24 months beginning July 1,2018 -June 30, 2020). Lease renewal will be reviewed no later than 180 days prior to the termination of the final term (January 1,2020). Failure to initiate a discussion relative to lease renewal will be deemed as a desire to terminate the lease, and in the absence of an agreement between the tenant and landlord on June 30, 2020 occupancy by the tenant will be deemed terminated and the tenant will vacate the premises.

COVENANTS OF LANDLORD:

The Landlord hereby covenants and agrees:

- a. That it shall make all necessary repairs to the premises within a reasonable delay, based on the availability of qualified trades people and materials, following notification of the building manager as may be required by normal wear and tear or to avoid danger to the health and safety of the Tenant, its agent, and guests.
- b. To keep all utilities in good repair for the use of the Tenant.
- c. To have all areas in suitable and acceptable condition with the exception of custodial care of spaces reserved for the exclusive use of the tenant
- d. To comply with and bear the cost of all lawful requirements of the local, state, and federal health boards, police and fire departments, and insurance companies respecting the use of the premises as a church facility, as negotiated between Tenant and Landlord on a case-by case basis.

COVENANTS OF THE TENANT:

The Tenant hereby covenants and agrees:

- a. To pay the lease agreement.
- b. Not to assign or sublet facilities allocated to the Tenant under the terms of this lease without prior explicit written consent of the Landlord.
- c. Not to use the property for any purpose other than the use specified above.
- d. To turn off all lights and lock the entry door after each use, and survey bathrooms to insure all faucets have been turned off.
- e. To place ALL trash directly into the dumpster daily (not beside), located in the back parking lot adjacent to the chapel.
- f. To not store anything upon the premises other than usual supplies and equipment used for the operation of a preschool, without obtaining explicit written consent from the Trustee/Manager.
- g. To repair/replace all damage to the premises caused by negligence of the Tenant, its agents or guests: e.g., paint on floors, damage from attaching articles to the walls, and damage to painted walls, etc., within 10 business days of notice from the Landlord.
- h. Not to affix or suspend any signs, advertisements, or notices upon or from any part of the premises without the explicit written consent of the Landlord. Nothing shall be affixed directly to walls under any circumstances without prior permission of the Facilities Manager.
- i. (if there are leftover items from a previous preschool or the church) Tenant will lease the property effects from the "Old" preschool for ____ per year. Such items may be sold, discarded or donated at a future date with the approval of an authorized representative of the Landlord.
- J. Not to consume or bring on the premises alcoholic beverages or substances of any kind.

The United Methodist Church has long-standing support of abstinence from alcohol as a faithful witness to God's liberating and redeeming love for persons. The Social Principles of the United Methodist Church can be found in The United Methodist Book of Discipline 2012, paragraphs 160-168.

- k. Not to allow smoking anywhere in the building.
- l. Not to allow animals except Service Animals are allowed on the premises.
- m. To adhere to the Child Protective Policy of the United Methodist Church, and provide Tenant's child protective policy in writing for the Landlord.
- n. All leasehold changes / improvements undertaken by the tenant, whether paid for by the Tenant or the Landlord will remain the property of the Landlord upon termination of the lease.

HEAT, AIR CONDITIONING, AND UTILITIES:

The Landlord shall furnish all heat to all parts of the building and air conditioning to parts of the premises equipped with central air conditioning. Repairs to heat/air conditioning/and water will be made within a reasonable delay, based on the availability of qualified trades people and materials.

In Areas not equipped with central air conditioning, the Landlord shall allow the tenant the use of any units currently in place, but will not repair or replace any existing units in the event of failure or breakage. These services shall be supplied throughout the term of the lease and the Landlord shall maintain and repair the Heating, Ventilation, and Central Air Conditioning systems.

MISCELLANEOUS:

- Tenant hereby agrees to hold the Landlord harmless from any claim for damage or injury to persons or property of either Tenant or guest of Tenant or contractors engaged by Tenant and Tenant further agrees that the Landlord shall not be responsible for any personal items stolen or misplaced during use if the facilities.
- Landlord's staff representative shall have the right to be present in the rented space at any time during the period the facilities are used.
- This lease must be reviewed prior to effective start date by the _____ District of the United Methodist Church, and all changes requested by that group will become part of this agreement.
- 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.

INSURANCE:

The Landlord shall keep the building of which the premises are a part insured against loss or damage by fire or other casualty loss to the extent provided under the current hazard insurance policy of the Landlord, a copy of which is available to the Tenant on request. The Tenant shall maintain and provide proof of liability insurance listing _____ United Methodist Church as a named insured entity with a minimum of \$2,000,000 coverage. In addition, the tenant shall

maintain all necessary insurance required by state, county and municipal law for the operation of a licensed preschool. If any changes are made to this policy during the term of this lease agreement period, a copy of the new policy and/or changes shall be provided to _____ United Methodist Church for its records.

This lease contains the entire agreement between the parties and may not be modified, conveyed, or changed except by written instrument duly executed by the parties and attached hereto.

Any notice required under this lease shall be mailed or delivered in writing to the following addresses:

Landlord:
(name, address, email)

Tenant
(name, address email)

SIGNATURES

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