

This is a draft lease, with many of the typical terms utilized in leased church properties. It is produced to give some food for thought - and is not a substitute for professional legal advice. The terms and conditions in this lease may not suit your goals and the context of your leasing.

“ABC” LEASE AGREEMENT

Parties: ABC United Methodist Church referred to as CHURCH, and XYZ Tenant, referred to as TENANT, agree:

Premises: CHURCH hereby leases to TENANT the portions of the Sample United Methodist Church identified on the attached Floor Plan (Exhibit A),

Term: This lease (**agreement**) shall commence on _____ and terminate on June 30, _____, unless otherwise terminated. The use of the portions of the property designated above, shall be on (state specific days and time) _____ to June 30 _____ for the original year of this lease and any years of renewal. Use at other times shall be at the discretion of the CHURCH. Application for such use shall be made by in writing.

The Church will have the option of renewing the lease for consecutive terms, at _____ of the previous year's contribution, providing the charitable pledge contribution is received on time, with each year's contribution being at a rate of _____ of the previous year. The option to renew must be exercised in writing, and accepted in writing by the Tenant 60 days prior to the expiration of the lease or its extension. (I would delete this paragraph and simply state that "This agreement may be renewed for another lease term

Contribution - Late Fees - Security Deposits:

At all times the basic contribution shall be due one month in advance. TENANT'S payment of \$_____ for the first two month's contribution and \$_____ for a security deposit, shall be due at the commencement of this agreement. A regular subsequent payment of one month's contribution, in the amount of \$_____, plus and taxes, fees, or charges. If the Tenant is in breach of the agreement, the Security Deposit shall be held as an offset against contribution due, if there is any security deposit available after any damage charges are deducted from it. TENANT agrees that no deposits are returnable unless all other matters are paid in full. Security deposits shall not be used as contribution, unless there are no security or other items due and payable at the termination of the lease. The security deposit shall be held at zero interest for the Tenant's benefit as stated herein.

TENANT shall pay CHURCH a total contribution of \$_____ during said term, in monthly payments of \$_____, each due and payable monthly, one month in advance thereafter. \$_____ per day late fee shall be due with contribution.

If the TENANT does not pay the contribution within _____ days after it is due, the TENANT may be subject to eviction. The CHURCH may also evict the TENTANT if the TENANT does not comply with all of the terms of this Lease and for all other causes allowed by law. If evicted, the TENANT must continue to pay the contribution for the rest of the term.

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TENANT shall be held responsible for immediate replacement of any insufficient check. TENANT will also be held responsible for any additional charges incurred by CHURCH, due to any returned check.

Utilities & Taxes: All utilities are to be paid by CHURCH, including water, sewer, electric and heat plus any other utility bills. TENANT will pay its own telephone and internet. If TENANT'S use of the premises causes CHURCH to incur expenses for real estate taxes, other taxes, fees, or charges by State of New Jersey/New York, County of _____, or Township of _____, TENANT shall pay such expenses in full along with the next monthly installment payment. Failure to do so will constitute a default under terms of this agreement. If utilities cost rise more than 5% per year during the term of this lease and any renewals, CHURCH has the option to refuse renewal of the lease.

Safe Sanctuary Policy: TENANT agrees that all of its employees, officers, volunteers or vendors shall conform to the standards set forth in the Safe Sanctuary Policy of the CHURCH. TENANT will provide copies of signed statements by every employee, officer, volunteer or vendor indicating that each has read, understands, has no questions about, and agrees to conform his/her conduct to the Safe Sanctuary policy of CHURCH.

Ground Maintenance: TENANT is solely responsible for keeping the leased area clean and safe at all times. TENANT shall be responsible for janitorial services during its use of leased area.

Supplies & Equipment: TENANT will put away all supplies and equipment, and anything that is not stored shall be considered available for use by CHURCH for its purposes. At termination of this lease, or in an instance of default, all supplies and equipment left at the site of the leased premises shall belong to the CHURCH, with no recourse. Use of CHURCH'S equipment and supplies shall only be by prior written consent

Pets: Small pets, fish, hermit crabs maintained by the nursery school are permitted (delete if inapplicable).

Access: CHURCH has the right to inspect the property to determine TENANT'S compliance with the terms of the agreement. CHURCH has the right to declare the property closed and unavailable to the TENANT in cases of inclement weather. No adjustments in contribution shall be made in such instances.

Back Yard: TENANT shall have use of the back yard as a play area. TENANT will insure such activity and make sure that any fencing is within licensing requirements (delete if inapplicable).

Rights Reserved: The church expressly reserves the right to use those portions of the building that are not covered by this lease, at the Church's sole discretion.

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Property Damage: TENANT shall be responsible for the cost of repair or replacement for any damage done to property, equipment or supplies of the CHURCH, if the damage is caused by TENANT, its guests, clients or employees. Repair or replacement shall be done within a reasonable time or within ____ days of the damage.

Insurance: TENANT agrees to provide \$_____ (Church to contact Sovereign Insurance Company for the coverage amount) in general liability insurance coverage, with the CHURCH being specifically named as a loss payee. TENANT agrees to supply an updated certificate of insurance as a condition of compliance with this lease term. TENANT agrees that TENANT, and TENANT'S applicable insurance coverage shall be liable for any direct or indirect actions of the TENANT, its clients, its guests, or its employees. TENANT agrees to hold CHURCH harmless and to pay any expenses, fees, and legal costs in any action wherein TENANT becomes the subject of legal action, as a result of operating a business that is at lease partially housed in the leased property.

Structure: No structural changes shall be made without CHURCH'S prior written approval. TENANT agrees not to encumber the property or any fixtures or possessions on the Premises in any way so as to jeopardize title or possession. This clause applies to landscaping, signs, equipment, displays, and supplies as well.

Condition: Upon the expiration of the lease TENANT will return possession of the leased premises in its present condition, reasonable wear and tear. TENANT shall not commit, nor permit waste to the leased Premises. The security deposit funds shall be available to the CHURCH to put premises into current condition as of the effective date of inception of this agreement condition at the expiration of the lease.

Purpose: The Premises shall solely be used for TENANT'S purpose (eg. nursery school and/or pre-school purposes). TENANT agrees that it will have a maximum of ____ persons/students on the property at any one time, unless having prior written approval (make sure number is in compliance with building code/municipality regulations).

No Sub-let: TENANT shall not assign, nor sub-let, nor allow any other person or group to occupy the leased premises without CHURCH'S prior written consent. No one other than TENANT shall use the premises. CHURCH may assign this lease at its sole discretion.

Laws: TENANT shall comply with all building, zoning, criminal, and health codes, plus other applicable laws relating to said leased Premises. TENANT shall be responsible for all costs related to bringing the property into compliance for any licenses or inspections required by TENANT'S use of the property. If CHURCH incurs expenses to put the property into compliance, as a result of activity by the TENANT before, during or after TENANT'S possession, costs for such expenses shall be due at the next monthly anniversary of the payment schedule set forth in this lease. Failure to make such payments shall be a default under terms of this lease.

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Default: In addition to other instances noted herein, failure to pay contribution or late fees or breach of other lease provisions shall constitute default under this agreement. In the event of any breach of the payment of contribution or any other allowed charge, or any other beach of any of the terms of this Lease, CHURCH shall have full rights to terminate this Lease in accordance with state law, and reenter and claim possession of the leased Premises, in addition to such other remedies available to CHURCH arising from said breach.

Quiet Enjoyment: CHURCH agrees that if you pay the contribution and are not in default under this lease, you may peaceably share and enjoy the premises for the term of the lease.

Binding: Unless otherwise stated, this Lease is binding on all parties who lawfully succeed to the rights to take the place of CHURCH or the TENANT

Modification: This is the full agreement between the parties. Exhibits attached hereto are incorporated into this agreement. No other oral or previous written terms apply. It can be changed only by an agreement in writing signed by the parties to the Lease.

DATE: _____

_____, CHURCH

_____, CHURCH

_____, TENANT

_____, TENANT

WITNESS: _____ WITNESS: _____

Acknowledgments & Certifications

Upon his or her oath, each person who affixes his or her signature below, hereby certifies and acknowledges that they are the individual who signed this document, that they are acting upon proper authority on behalf of the corporation, limited liability company, limited partnership, partnership, or business identified as TENANT. Each person whose signature is affixed below, on behalf of TENANT, certifies that he or she has been truthful in any representations made herein, and that they are signing both as representatives of the business entities identified and on behalf of themselves as individuals. **Each person who affixes his or her signature on behalf of a corporation**

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of LLC is also signing as an individual. Each person who affixes his or her signature below, on behalf of CHURCH, is signing solely on behalf of CHURCH, and not as an individual.

Date: _____ (L.S.), TENANT
signing on behalf of myself and _____.

Date: _____ (L.S.), TENANT
signing on behalf of myself and _____.

Date: _____ (L.S.), CHURCH
signing only on behalf of _____.

[affix seal]

Date: _____ (L.S.), CHURCH
signing only on behalf of _____.

[affix seal]

This is a sample agreement. Please have your legal counsel review this agreement.

SAMPLE