AGREEMENT OF LEASE
Between
THE BOARD OF TRUSTEES OF _____ UMC ("Landlord")
and
Entity
("Tenant")

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

I. Preamble
   a. Purpose
   b. The purpose of the lease is to provide space for *(describe use, such as **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.*
   c. The premises shall be used only for the purposes stated unless otherwise approved by an authorized representative of the Landlord. Tenant agrees to comply with all lawful requirements of ecclesial authorities, local, state, and federal health boards, police and fire departments, licensing agencies, 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.
   d. Any required licenses for operation are the responsibility of Tenant. A copy of such licenses are included as an attachment. Tenant shall maintain any and all necessary insurance, permits, and licenses required by state, county and municipal law for its operations.

II. Terms
   a. 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 Tenant or Landlord with 90 days written notice.
   b. Tenant shall have the exclusive use of the following areas:
      i. Sanctuary
      ii. Rooms (list specific rooms)
      iii. Office space (list specific rooms)

iv. Other areas (list specific rooms)

c. Tenant will also have exclusive use of following storage areas:
   i. Describe storage areas
   ii. The storage space described here is available full time, and is to be secured by Tenant with spare keys available to the Landlord.
d. Access to other areas shall be after discussion with Landlord and with written approval.
e. Landlord shall provide keys for access to the leased space. Tenant may not make copies of keys. Tenant shall return all keys to Landlord at the end of the lease. Landlord has the right to revoke
f. Tenant may use _____ as "shelter in place" in the event of emergency:
g. Tenant will be allowed the use of: *(add or remove items as appropriate)*
   i. custodial services:
   ii. telephone / internet services:
   iii. equipment
      1. e.g., sanctuary or fellowship hall music and A/V equipment, office equipment such as copiers
h. Landlord reserves the right to require Tenant to change the hours of operation if there is a conflict with a Landlord event. When this notice is given, Tenant must relinquish the use of the space to the Landlord.
   i. In emergencies (e.g., a funeral) Landlord will give notice as quickly as reasonable for events that will limit Tenant's use. Every effort will be made to give Tenant prior notice; however, in extreme circumstances such notice may not be possible.

III. Payments

a. 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. 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. 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: _____
b. Security Deposit: Tenant shall make a _____ security deposit with Landlord that Tenant will comply with all the terms of this lease. If Tenant complies with the terms of this Lease, Landlord will return this deposit within 30 business days after the end of the Lease, including any extensions. 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, Landlord may demand that Tenant replace the amount of the security deposit used by the Landlord. If the Security

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Deposit is not kept at the amount stated herein within 30 days, the Lease may be terminated.

c. Rent shall be reviewed on a six-month basis in the first year, and at least annually afterward.
d. 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:

    i. Landlord's official address for notifications:

    ii. Tenant's official address for notifications:

e. There is no automatic renewal of this Lease term.

IV. Tenant hereby covenants and agrees:

a. To pay the lease agreement.
b. Not to assign or sublet facilities allocated to 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 tum off all lights and lock the entry door after each use, and survey bathrooms to insure all faucets have been turned off and toilets are not running.
e. To place all trash directly into the dumpster daily (not beside), located _____.
f. To not store anything upon the premises other than usual supplies and equipment used for the Tenant's operations, without obtaining explicit written consent from the trustee/manager.
g. To repair/replace all damage to the premises caused by negligence of 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. All lighted candles must be contained in a non-flammable vessel, extinguished when event has ended, and must be under direct adult supervision at all times.
j. Entrance to the building will be operated by the Landlord.
k. There will be no smoking of any kind (including vaping), consumption of marijuana, alcohol, or use of illegal substances in or around the premises. The United Methodist Church has long-standing support of abstinence from alcohol as a faithful witness to

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God's liberating and redeeming love for persons. The Social Principles of the United Methodist Church are in *The United Methodist Book of Discipline*.

l. Not to allow animals except service animals on the premises.

m. There will be no mingling of finances received, bank accounts, credit or financial management between Landlord (including groups within the church) and Tenant. All funds will be handled through financial polices as established by each entity. The church's IRS identification (including their EIN) will **not** be used by Tenant.

n. *(For church to church leases)*: The congregations of 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 copy of Tenant pastor's certificate of ordination is included as an attachment.

o. To adhere to the Child Protection Policy of the United Methodist Church.

   i. 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 Landlord in its sole discretion, during the term of the Lease a Child/Youth/Vulnerable Adult protection policy in order to:

      1. Establish reasonable procedures to reduce the risk of physical, emotional and sexual abuse of all children, youth and vulnerable adults as they participation in activities.
      2. Protect all children, youth and vulnerable adults.
      3. And protect all staff and volunteers from false allegations of misconduct.

   ii. Tenant's policy is included as an attachment.

V. Miscellaneous

a. All leasehold changes or improvements undertaken by Tenant, whether paid for by Tenant or Landlord will remain the property of Landlord upon termination of the lease.

b. 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 Tenant and its hires or assigns.

c. Landlord's staff representative shall have the right to be present in the rented space at any time.

d. This lease must be reviewed and approved prior to effective start date by the local district of the United Methodist Church, and all changes requested by that group will become part of this agreement.

e. Any complication or dispute that arises will first be mediated by the involved parties (including other Tenants) 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.

f. Tenant hereby agrees to hold Landlord harmless from any claim for damage or injury to persons or property of either Tenant or guest of Tenant or contractors engaged by

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Tenant. Tenant further agrees that Landlord shall not be responsible for any personal items stolen or misplaced during use of the facilities.

g. Tenant shall maintain and provide proof of liability insurance listing Landlord as a named insured entity with a minimum of $2,000,000 coverage.
h. 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.
i. If any changes are made to the insurance policy during the term of this lease agreement period, a copy of the new policy and/or changes shall be provided to Landlord for its records.
j. Any notice required under this lease shall be mailed or delivered in writing to the following addresses:

Landlord:

(name, title, address, email)

Tenant:

(name, title, address, email)

Signatures

Attachments (as applicable)
Preschool License
Certificate of ordination for Tenant pastor(s)
Tenant's Child Protection Policy
Certificate of Insurance

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