

USAGE/LEASE AGREEMENT

This Agreement is made on this _____ day of _____, 2021
between _____ (Church) _____, a (New Jersey/New York/Pennsylvania) non-profit corporation with IRS 501(c)(3) tax-exempt status, whose address is _____
_____ and which holds title to the property in trust for the Greater New Jersey Annual Conference, whose address is 205 Jumping Brook Road, Neptune, New Jersey 07753, jointly herein after Lessor, and _____, a (New Jersey/New York/Pennsylvania) non-profit corporation with IRS 501(c)(3) tax-exempt status, whose contact information is _____ hereinafter Lessee, to be effective on the ____ day of _____, 2021.

1. The goal of this Agreement is to define the use of the facilities of the _____ (Church) _____ by _____ (Lessee) _____ in order to preserve the character of the church while serving the _____ (Lessee) _____. Lessor does not warrant that the leased facilities are suitable for any particular purpose, but acknowledges that the property being rented is zoned _____ and is located at _____ (address) _____.

2. The term of the Lease is _____ months/years, from _____ to _____.

3. The rental rate is _____ and includes all and only those items specifically listed herein.

4. The space being leased includes the following and any other attached addendums:

- * Exclusive use/exactly when – days and time
- * Non-exclusive use/exactly when – days and time
- * Include rooms, entry/exit ways, storage areas, bulletin boards, etc.

5. Equipment being provided by Lessee includes _____

6. Equipment being provided by Lessor includes _____

7. Where/how Lessee will store its items, including locking provisions.

8. Utilities payment _____.

9. Services _____ (as custodial, snow removal, etc. – who does what)

10. Keys _____ (how many, for where, who has, etc.)

11. Posting of required licenses by both entities.

12. Limitations on number of persons in facilities.

13. Insurance – which party has what; what is required; proofs to each other; indemnification

14. Condition in which the facilities will be left each day; will weekends differ?

15. Maintenance and repair cost designations and disposable supply costs.

16. Mutual non-interference and periodic inspection process.

17. Security deposit – amount, where it will be held and how and when it will be released.
18. Process for additional use if requested – both time and space.
19. Any inside or outside alterations to be made and by whom and by when.
20. Sub-leasing is prohibited.
21. Smoking is prohibited.
22. In-house communications process.
23. Process for complaints needing immediate attention.
24. Effect of weather/emergency closure of facility – who decides?
25. Impact of a governmental action, which changes the terms in this Agreement.
26. Formation/structure/operation of a joint “Board” to process all issues concerning this lease situation.
27. Remedies for Lease violation.
28. Lessee to pay all property taxes [if any] in addition to rent
29. Renewal process (if any)/cancellation process.
30. All agreements in Lease/any changes require written amendments to Lease.
31. Lessee examination of property/acceptance
32. Adherence to provisions of The Discipline of the UMC and Safe Sanctuary Policy
32. Applicable law – (New Jersey/New York/Pennsylvania)