**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)