

LEASE AGREEMENT

between _____
and _____

This Lease is made and entered into this _____ day of _____, 20____, by and between _____
_____ ("Landlord"), and _____ ("Tenant").

1. **Premises.** In consideration of the mutual covenants, conditions and agreements in this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the following described premises ("Premises"):

_____.

2. **Term.** The term of this Lease ("Term") shall begin on the date referenced above ("Commencement Date") and end _____ ("Expiration Date"). The Landlord may terminate the lease by a 120-days written notice without cause.

3. **Rent.** The rent shall be \$_____ per month. Rent shall be due on the first day of the month. Rent paid later than a 5-day grace period shall be charged a \$50 late fee. (Partial months shall be prorated at the appropriate amount for that rental month.) Tenant agrees to pay the amount of \$_____ as a security deposit.

4. **Personal Property.** Tenant shall furnish at his own expense all personal property to be used by Tenant on the Premises.

5. **Permitted Use.** Tenant shall use the Premises only for _____ and shall only use the Premises in a manner not inconsistent with the mission of Landlord. Tenant shall carry on no other business on said Premises without the prior written consent of Landlord. Tenant's business in the Premises shall be conducted under the name "_____" and not any other name under which Tenant operates. Tenant will comply with regulations of all governmental organizations having jurisdiction over the said Premises. Landlord shall have the right of entry at reasonable times and without interrupting the Tenant's use of the Premises.

6. **Utilities and Taxes.**

6.1 **Utilities:** Tenant agrees to pay for all utilities including but not limited to, electric, power, gas, telephone, fire alarm monitoring fees, garbage or trash collection supplied to the Premises during the Term of this Lease. The Landlord shall not be liable for any loss, injury or damage to person or property caused by or resulting from any variation, interruption, or failure of utilities due to any cause whatsoever. In the event utilities are not separately metered Landlord will bill Tenant for utilities on a monthly basis.

6.2 **Taxes:** Tenant shall pay all taxes and assessments related to the Premises, no matter how designated. If Tenant is designated as a 501(c)(3) organization and non-profit registered with the State of _____ planning to use the Premises for purposes which Tenant believes entitles it to a property tax exception, then Tenant shall be responsible for providing proof of such designation and/or making applications as necessary to obtain such tax exception. If required, Landlord will cooperate with tenants in Tenant's effort to obtain a property tax exception, including the Landlord's execution and delivery of any documents that are required by the County Tax officials. The parties acknowledge and agree that any reduction in taxes due to the Tenant's occupancy qualifying the Premises for a property tax exception will solely benefit Tenant by reducing the total amount of property taxes otherwise due and payable by Tenant pursuant to this Lease.

7. **Condition and Maintenance.**

7.1 **Condition.** Tenant acknowledges the Premises are in good condition and suitable for the permitted use. Tenant shall promptly notify Landlord of fire, accident, damage, defective condition or other incidents that adversely impact the Premises.

7.2 **Tenant Obligations.** Tenant shall maintain and keep the buildings and exterior areas of the Premises in a clean and orderly condition at all times. Tenant shall provide all janitorial services required on the Premises. Tenant shall be responsible for and shall repair any damage to existing improvements, including landscaping and sidewalks that are caused or may result from the Tenants use of the Premises. If Tenant fails to perform any obligation under this Lease, Landlord may do so after ten (10) days prior written notice to Tenant and Tenant agrees to reimburse Landlord for all associated expenses. In the event that the cost of any required maintenance and/or repairs is deemed uneconomic by Landlord, then Landlord shall have the right to immediately terminate this Lease.

7.3 **Landlord Obligations.** Landlord shall not be responsible for any maintenance and/or repairs to the Premises including the roof, structural parts of the Premises and the sidewalks thereabouts unless Landlord agrees in writing to undertake such work.

8. **Subletting.** Tenant may not sublet the Premises during the term of this lease, except by written permission of Landlord in advance, and no sublet will be permitted unless the sub-tenant is a 501(c)(3) organization and non-profit registered with the State of _____, and on the condition that the sub-Tenant executes a sub-lease, in which sub-Tenant agrees to abide by all of the provisions of this Lease Agreement and agrees to carry insurance in the amount requested by Landlord, with the Landlord added as an additional insured on the insurance policy. In addition, such sublettee must have a mission not inconsistent with the mission of Landlord.

9. **Acceptance of Premises.** Landlord makes no representations or warranties to Tenant regarding the Premises, including the structural condition of the Premises, condition of all mechanical, electrical and other systems on the Premises. The Tenant shall be responsible for performing any work necessary to make Premises satisfactory to Tenant for their use. By signing this Lease, Tenant acknowledges that it has had adequate opportunity to investigate the Premises; acknowledges responsibility for making any needed corrections, alterations and repairs necessary for Tenant's use.

10. **Restriction on Use.**

10.1 **Alterations.** Tenant shall make no alteration, additions or improvements in excess of \$1,000.00 to or upon the Premises without the prior written consent of the Landlord. All partitions, plumbing, electrical wiring, light fixtures, floor coverings, restrooms, attached shelving and counters and other fixtures attached to the Premises, whether installed by Landlord or Tenant, shall be and become part of the Premises as soon as installed and the property of the Landlord. All corrections, alterations and/or repairs shall be carried out in a good and workmanlike manner using properly licensed and bonded contractors, in compliance within state and city codes and regulations and with written approval of Landlord or Landlord's approved representative of said corrections, alterations and/or repairs.

10.2 **Compliance with Laws.** Tenant shall comply with all the rules, regulations, and laws in effect by any local, state, or federal authority having jurisdiction over the Premises. Tenant is solely responsible for obtaining any other permits or approvals as may be necessary for the use of the Premises. Furthermore, Tenant agrees to indemnify the Landlord for any damages caused by the violation thereof of any permits or approvals that may otherwise be required.

10.3 Liens. Tenant shall not allow any lien of any kind, type, or description to be placed or imposed upon the Premises or upon any improvements on the Premises (if any) by reason of any work, labor, services, or materials done for, or supplied to, or claimed to have done for or supplied to, Tenant or anyone occupying or holding an interest in all or any part of the Premises. Tenant shall cause the same to be discharged of record within 60 days after the date of filing the same, by either payment, deposit, or bond, or Tenant shall provide Landlord with other security reasonably satisfactory to Landlord in an amount that will ensure the discharge of the lien plus cost and interest.

11. Indemnity. To the fullest extent permitted by _____ law, Tenant shall indemnify, hold harmless, reimburse and defend the Landlord and its officers, directors, agents and employees and the successors in interest if the foregoing (“indemnities”), from, for and against liabilities, penalties, suits, claims, damages, losses and expenses, including but not limited to attorneys’ and expert witnesses’ fees and related costs and disbursements, arising out of or in connection with or incidental to Tenant’s use of the Premises or error or omission of Tenant or anyone acting on behalf of Tenant in connection with or incidental to this Lease, whether or not such liability, penalty, suit, claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (“claim”) and regardless of whether or not such claim is caused in part by the indemnitee, but only to the extent caused by the negligent or other wrongful acts or omissions of Tenant, anyone directly or indirectly employed by them or anyone for whose acts that may be liable, or by failure of such person or entity to perform as required by the Lease. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Lease in this event of litigation between the parties to enforce these rights, the prevailing party shall be awarded its reasonable attorney’s fees.

12. **Insurance.**

12.1 Insurance. Tenant, at its expense, shall provide insurance to cover the replacement value of Tenant’s personal property on the Premises and shall maintain at all times during the Term, commercial general liability insurance in respect of the Premises and the conduct or operation of business therein, naming Landlord as additional insured, with a combined single limit of not less than one million and no/100 dollars (\$1,000,000.00) and a self-insured retention or deductible of not more than \$10,000.00. All such insurance will insure the performance by Tenants of the indemnity agreement with regard to liability for bodily injury to, illness of, or death of the persons and damage to property set forth in this Lease. In the event of a claim or loss which requires payment of a self-insured retention or deductible, Landlord shall have no liability and Tenant shall pay one hundred percent (100%) of the self- insured retention or deductible. Tenant’s insurance shall be primary insurance and any insurance or self-insurance maintained by Landlord shall not contribute to it.

12.2 Certificate. Prior to signing the Lease, Tenant will deliver to Landlord 1) the fully paid-for policies including all documents and endorsements constituting the policy issued by the insurance company or its authorized in form reasonable satisfactory to Landlord 2) in Landlord’s sole discretion, certificates of insurance issued by the insurance company or its authorized agent in form reasonably satisfactory to Landlord.

12.3 Renewals and Cancellations. Tenant will procure and pay for renewals of the insurance from time to time before the expiration thereof, and Tenant will deliver to Landlord the renewal policy at least thirty (30) days before the expiration of any existing policy. All the policies will contain a provision prohibiting cancellation or modification unless Landlord is given at least thirty (30) days prior written notice of the cancelation or modification. All insurance policies required to be carried by Tenant hereunder will be issued by responsible insurance companies authorized to assure insurance in the State of _____ and rated B+ VIII or higher by Best’s Insurance Rating Service.

13. **Landlord's Insurance.** Landlord may carry commercial property insurance, including special form perils endorsement, insuring the building of which the Premises is a part. Landlord shall have the option to be self-insured.

14. **Hazardous Materials.** Tenant agrees not to maintain, keep, store or permit the maintenance or storage of any dangerous, flammable or hazardous material on the Premises (other than reasonable and customary amounts as permitted under existing fire and safety rules and regulations) and further agrees to comply with all fire and safety rules and regulations, provided such compliance does not require Tenant to install or modify any fire protection, fire detection or fire alarm systems in the Premises. Any such installations or modifications, if required, shall be the sole responsibility of the Landlord. If the costs of any such installations or modifications is judged, in Landlord's sole opinion, to be too expensive, Landlord shall have the right to terminate this lease.

15. **Casualty.** If all or any part of the Premises shall be damaged or destroyed by fire, earthquake or other casualty so as to render the Premises untenable in either Tenant's or Landlord's sole opinion, then this Lease shall terminate, at the written option of Landlord or Tenant, from the date of such casualty, and upon such notice Tenant shall at once surrender the Premises and all interest therein to the Landlord, and shall not be liable for any further payments of Rent as of the date of such casualty. Any portion of the Rent applicable to the time period after the date of such casualty shall be refunded to Tenant.

16. **Quiet Enjoyment.** Landlord represents and warrants that Landlord has the right, power and lawful authority to enter into this Lease for the full Term hereof. Tenant, upon paying the Rent required under this Lease, shall peaceably and quietly hold and enjoy the Premises during the full Term hereof.

17. **Eminent Domain.** If the Premises, or any part thereof, are acquired by any government agency, the Lease shall be terminated on the date the government agency takes title. All proceeds from the taking shall belong to the Landlord, and Tenant shall have no claim against Landlord by reason of such taking.

18. **Default.** The Occurrence of any one or more of the following events constitutes a default and a breach of the Lease by Tenant:

18.1 Tenant fails to timely pay any sum owed to Landlord, and such default continues for 10 days after Landlord has given Tenant a notice specifying the same.

18.2 If Tenant, whether by action or inaction, is in default of any of its obligations under this Lease (other than a default in the payment of rent) and such default continues and is not remedied within thirty (30) days after Landlord has given Tenant a notice specifying the same, or, in the case of a default that can be cured but not within a period of thirty (30) days, if Tenant has not (1) commenced curing such default within such thirty (30) day period; (2) notified Landlord of Tenant's intention to cure the default; and has (3) continuously and diligently pursued the cure of the default.

18.3 If Tenant loses its status as a licensed nonprofit during the term of this Lease.

18.4 If Tenant uses the Premises for any use other than that specifically stated herein.

19. **Remedies on Default.**

19.1 **Termination.** In the event of a default as set in Section 19 above, Landlord may, in its sole discretion terminate the Lease effective immediately upon Tenant's receipt of Landlord's written notice thereof. Whether or not the Lease is terminated by the election of Landlord or otherwise, Landlord shall be entitled to recover damages from the Tenant for the default, and Landlord may reenter, take possession and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender.

19.2 **Damages.** In the event of termination or retaking of possession following default, Landlord shall be entitled to recover immediately from Tenant, in addition to rent for the remainder of the term, any costs assessed upon the property as the result of Tenant's, its permittee's, or assignee's use of the Property, including but not limited to the reasonable costs of any cleanup, refurbishing, removal of Tenant's property and fixtures, any remodeling or repair costs, all attorney fees and court costs or any other expense occasioned by Tenant's default.

19.3 **Remedies Cumulative.** The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Landlord under applicable law,

20. **Notices.** Any notice required or permitted under this Lease shall be in writing and, except as specifically provided otherwise herein, shall be deemed to have been duly given and delivered (a) one (1) business day after the date on which the same has been delivered prepaid to a national courier service guaranteeing next day service, or (b) three (3) days after deposit in the United States mail, registered or certified, return receipt requested, postage prepaid, in each case addressed to the party to whom such notice is given at the address set forth herein.

To the Landlord:

To the Tenant:

21. **Attorneys' Fees.** If either Landlord or Tenant institutes any action or proceeding against the other to enforce any provision of this Lease, the non-prevailing party shall reimburse the prevailing party for all reasonable costs and expenses incurred by the prevailing party in an action to enforce the performance of this Lease, including court costs, expenses and reasonable attorneys' fees.

22. **Safe Sanctuary Policy.** The Tenant shall provide the Landlord with a copy of Tenant's written policy on how Tenant protects vulnerable children and adults from and against abuse that meets the minimum standards set by the Oregon-Idaho Annual Conference of the United Methodist Church. Tenant will abide by and enforce these minimum standards set forth by Landlord. (see <http://www.umi.org/abuseprevention>)

23. **Signage.** Beginning upon the mutual execution and delivery of this Lease, Tenant shall have the right to place professionally prepared signs containing Tenant's trade name on the front facade and sides (if applicable) of the building of which the Premises is a part and on any available monument or pylon sign located on the Premises, such signage to comply with local codes and shall not be installed in manner that damages the Premises. Upon the removal of the signs at the end of the Term, Tenant will make all necessary repairs to return the building and monuments to their original conditions prior to the installation of signs, reasonable wear and tear excepted. Upon Landlord's written request, Tenant agrees to display a single "For Lease" or "For Sale" sign, (such sign to be provided by Landlord), and further agrees to make the Premises available for showing upon not less than 24 hours prior notice.

24. **Church Closure.** Landlord is a Methodist Church operating within the Oregon-Idaho Annual Conference of the United Methodist Church (OIUMC). In the event that this church should close at some point

in the future and no longer operate as a Methodist Church this church property could be conveyed to and the Lease would be assigned to the OIUMC. In such event the OIUMC would have the option to assume the role as Landlord and continue with the Lease or provide written notice to Tenant that the Lease is terminated effective at a mutually agreeable date not to exceed 180 days from the date of the Landlord's church official closing date as determined in the Methodist Book of Discipline.

25. **Entire Agreement.** This instrument is the entire agreement of the parties pertaining to the Lease of the Premises and supersedes and replaces all written and oral agreements made or existing between the parties or their representatives. Neither party shall be bound by any other promises, representations nor agreements, except as are expressly set forth herein. No modifications of this Lease will be binding upon Landlord or Tenant unless in writing and signed by each party. The terms, covenants and conditions contained herein shall inure to the benefit of, and be binding upon, Landlord and Tenant, and their respective heirs, successors and assigns.

26. **Severability.** If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

27. **Governing Law.** This Lease shall be construed in accordance with and governed by the laws of the State of _____.

28. **Time of the Essence.** Time is of the essence with respect to the performance of each, every and all of the terms, conditions, promises and provisions of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

LANDLORD:

TENANT:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____