

# LEASE

LESSOR: [CHURCH NAME] \_\_\_\_\_  
(the "Church"), an Oregon non-profit corporation, located at  
\_\_\_\_\_  
[church address, city, state, zip]

LESSEE: [ORGANIZATION NAME] \_\_\_\_\_  
(the "\_\_\_\_\_" ), an Oregon non-profit corporation located at  
[organization name]  
\_\_\_\_\_  
[organization address, city, state, zip]

Lessor hereby agrees to lease to Lessee certain portions (the "Facilities") of the church building owned by the Lessor, on the following terms and conditions (subject to approval by Trustees of Presbytery of the Cascades, which approval Lessor shall obtain prior to the execution of this Lease) (the "Lease"):

## GENERAL TERMS OF USE

### **1. FACILITIES:**

The Facilities included in this Lease are located at  
\_\_\_\_\_  
[church name, address, city, state, zip]  
(the "Building"). The Facilities are a portion of  
\_\_\_\_\_  
[property location specifications per real property account, taxing city, taxing county].  
The Facilities as defined herein are:  
\_\_\_\_\_  
[church room(s) identification names].

Lessor will have regular use of the Facilities on Sundays, as well as on an as-needed basis, not during "Exclusive Time Use". Lessor shall ensure to the best of its ability that none of Lessee's equipment or property is damaged, lost or stolen during such use of the Facilities and/or Lessee's property.

### **2. TIME OF USE:**

The Facilities are leased by the Lessor to the Lessee for the period \_\_\_\_\_  
[days of week]  
between the hours \_\_\_\_\_ plus \_\_\_\_\_  
[time of day] [any mutually agreed schedule]  
(Lessee's Exclusive Time of Use"). Use of the Facilities by Lessee at any other time is subject to the prior consent of Lessor, which consent shall not be unreasonably withheld.

**3. TERM:**

The term of this Lease shall be for a period of \_\_\_\_\_. Any holding over by  
[from through dates]  
the Lessee after the expiration of the term of this Lease or any extension thereof shall be as  
tenancy from month to month and not otherwise unless Lessor has agreed in writing to a longer  
extension.

At the expiration of the Lease or upon any sooner termination, Lessee will quit and  
deliver up the Facilities and all future erections or additions to or upon the Lessor, peaceably,  
quietly and in good order and condition (reasonable wear and use thereof excepted) as the same  
now exists or may be established by Lessor. All of Lessee's moveable interior equipment not  
permanently attached to walls or to floors shall be retained by the Lessee. Any exterior  
structures constructed by Lessee, \_\_\_\_\_  
[examples of structures]  
shall remain as property of Lessee.

**4. NOTICE:**

Both Lessor and Lessee agree to give timely notice to the other, should either need to quit  
the lease. Preferably, notice would be given \_\_\_\_\_ in advance, to allow the other party  
[period of time]  
adequate time to make necessary arrangements. If \_\_\_\_\_ is not possible, a minimum of  
[period of time]  
\_\_\_\_\_ or \_\_\_\_\_ notice must be offered to the other party.  
[month or weeks] [number of days]

**5. RENT:**

Lessee agrees to pay Lessor, on or before the \_\_\_\_\_ day of each month,  
[day of the month]  
\$ \_\_\_\_\_ for rent.  
[amount]

**6. DEFAULT:**

If the Rent shall be in arrears for ten (10) calendar days after written notice from Lessor  
or if Lessee shall neglect or fail to do or perform and observe any of the covenants herein  
contained which on said Lessee's part are to be performed within thirty (30) days of written  
notice from Lessor (or such longer time as may be reasonably necessary to effectuate a cure,  
provided that Lessee is diligently pursuing such cure), then and in either of said events Lessor  
Lawfully may, immediately or any time thereafter, and while said neglect or default continues,  
and without further notice or demand, enter into and upon the Facilities or any part thereof in  
the name of the whole and repossess the Lessor's former estate and expel Lessee and those claiming  
through Lessee and remove Lessee's effects without being taken or deemed guilty in any manner  
of trespass, and without prejudice of any of the remedies which might otherwise be used for  
arrearage of Rent or breach of covenant.

**7. UTILITIES:**

Lessee agrees to pay its pro-rata share of all utilities used in the Facilities during the term of the Lease. Lessee’s pro-rata share shall be \_\_\_\_\_ (\_\_\_\_\_) [written pro-rata percent] [numerical pro-rata percent] of the fuel oil, electricity, water and sewage costs for the entire building. Lessee shall pay all costs incurred for its own phones.

**8. LIABILITY INSURANCE:**

Lessee agrees at all times during the term of this Lease, at its own expense, to maintain, furnish and deliver to Lessor liability insurance policies in form and with an insurer reasonably satisfactory to the Lessor. Such policy shall insure both the Lessor (with Lessor’s interest being that of an additional insured) and Lessee against all liability for claims or damages to person or property in or about the Facilities during Lessee’s Exclusive Time of Use. The amount of said liability insurance shall not be less than \$1,000,000 per occurrence for bodily injury and property damage. Lessor shall be solely responsible for procuring insurance to cover its own activities in the Building.

**9. DAMAGE AND INDEMNITY**

Lessee shall indemnify and hold Lessor harmless from and against any claims and damages suffered or incurred in or to the Facilities by Lessee, Lessee’s members or Lessee’s guests, ordinary wear and tear excepted. Lessor shall indemnify and hold Lessee harmless from and against any claims and damages suffered or incurred in or to the Building (including the Facilities) by Lessor, Lessor’s members, Lessor’s guests, or Lessor’s other lessees.

*Alternative: “Lessee shall hold harmless and indemnify Lessor from any actions, suits, damages, costs, charges, and expenses cause by Lessee’s operation of Facilities, except when the condition that results in the loss is caused by Lessor. Lessor shall hold harmless and indemnify Lessee from any actions, suits, costs, charges, and expenses caused by Lessor’s operation of Facilities, except when the condition that results in the loss is caused by Lessee.*

**10. LIENS:**

Lessee shall not permit any lien of any kind, type or description to be placed or imposed upon the Facilities or any part thereof or upon the real estate upon which it stands.

**SHARING SPACE**

**11. MAINTENANCE AND REPAIR:**

**(a) Lessee’s Responsibilities**

- (i) During Lessee’s Exclusive Time of Use, Lessee shall maintain the Facilities, \_\_\_\_\_ in a clean and safe manner. [room(s), external use areas]

- (ii) Lessee shall ensure, through their own work or use of a custodial service, the cleaning of \_\_\_\_\_ , for use by Lessor for services  
[room(s), external use areas]  
on Sunday.
- (iii) Lessee shall not overload the floors in such a way as to cause any undue or serious stress or strain upon the Facilities.
- (iv) Lessee shall not do or permit anything which would increase the fire hazard to the Facilities nor which would increase the fire insurance rates on the Facilities. If Lessor's fire insurance rates increased as a result of Lessee's misuse of the Facilities, Lessee agrees to reimburse such increase in insurance expense to Lessor upon request, documentation, and itemization of the increase by the Lessor's insurer.
- (v) Lessee will provide and maintain custodial supplies for Lessee's use of the Facilities including: restroom supplies, toilet paper, soap and paper towels.
- (vi) Lessee shall move Lessee's personal property behind such divider for weekend and summer use of the [room(s)] by Lessor. Lessee shall be responsible for restoring Lessee's personal property from its storage behind the divider.

**(b) Lessor's Responsibilities**

- (i) Lessor, at its sole cost and expense except as otherwise specifically provided in this Lease, shall maintain the Building in good condition and repair and in a clean and safe manner.
- (ii) Lessor shall provide and maintain such custodial supplies for its use of the Building. Lessor shall provide and maintain electric light bulbs and fire extinguishers for the entire Building.
- (iii) Lessor agrees to give Lessee not less than thirty (30) days' written notice prior to any structural or cosmetic changes to the Facilities. Major alterations that impede the day-to-day use by Lessee, short of unforeseen emergencies, would require ninety (90) days' written notice. Lessor shall *make every effort* to cause such alterations, repairs or improvements to be performed in a manner that is designed to minimize interference with Lessee's use and operation in the Facilities.

**12. THIRD PARTY USE:**

Lessor shall notify the Lessee regarding the use of the Facilities, during time outside of the "Exclusive Use Time", by any third party. To the extent that the Lessor uses or allows any third parties to use any portion of the Facilities, Lessor shall ensure that the Facilities are returned to Lessee in the same or better condition and repair than when received. \_\_\_\_\_

[Organization]

\_\_\_\_\_ shall not sublet any part of the Facilities.

**13. BULLETIN BOARDS:**

Bulletin boards in the \_\_\_\_\_ shall be reserved for announcement of [bulletin board location(s)] Lessor's activities and for groups authorized by the Lessor. Any displays attached to walls shall be fastened in such a way as to not damage the walls (i.e., drafting tape and not masking tape shall be used).

**14. PARKING LOT:**

Lessee may use the Parking Lot during Lessee's Exclusive Time of Use. Lessee shall assume full responsibility for safety on the Parking Lot during Lessee's Exclusive Time of Use. Lessor shall assume full responsibility for safety on the Parking Lot at all other times.

**15. EMERGENCY REPAIRS:**

Should unexpected, non-structural damage occur to Facilities, Lessor and Lessee *will negotiate* regarding shared payment for repairs.

*Alternative: If extraordinary cleaning is required to the Facilities due to unforeseen circumstances (e.g. flood, sewer line break) not the fault of either party hereto, both parties agree to pay fifty percent (50%) of any such cleaning costs applicable to the Facilities. Each party will pursue insurance claims, as appropriate.*

**ACCOUNTABILITY**

**16. LIAISON COMMITTEE**

There shall be a Liaison Committee consisting of at least one person represent \_\_\_\_\_ and one person representing the Church. The Liaison Committee [organization name] shall meet twice a year or as needed. The Liaison committee shall:

- (a) *Determine procedures for coordination of activities.*
- (b) *Consider any proposed changes in the areas covered by this Lease, in the Facilities, or in permanent equipment.*
- (c) *Attempt to address and resolve any questions or conflicts involved in the Lessor/Lessee relations.*

The members of the Liaison Committee shall act reasonably and in good faith in discussing and negotiating the above or any other item, but in the event the Liaison Committee is unable to agree, the terms of this Lease shall prevail.

**17. ARBITRATION:**

Any dispute arising from this Lease shall be submitted to binding arbitration through the American Arbitration Association.

**18. ATTORNEY FEES:**

If Lessee defaults hereunder and Lessor retains an attorney to secure possession of the Facilities or to collect delinquent Rent, Lessee agrees to pay the reasonable attorneys' fees and costs incurred by Lessor in respect thereto. Furthermore, in any dispute submitted to arbitration, the prevailing party (as determined by the arbitrator) shall be entitled to recover its reasonable attorneys' fees and costs incurred. The arbitrator shall determine such award.

IN WITNESS WHEREOF, the parties have executed this Lease as of the dates written below.

_____ Trustee, [church name]	_____ Date
_____ Trustee, [church name]	_____ Date
_____ Chairperson, [organization name]	_____ Date

Please Print this form, sign it, and mail to

Presbytery of the Cascades  
0245 SW Bancroft, Suite D  
Portland, OR 97239-4272  
Attention: Business Manager