

Church Name: _____ Phone Number _____
Address _____ Fax Number _____

The following is a Standard Lease Agreement

*This form should be filled out and **sent electronically** at least one month **before** the church enters into an agreement with an outside group. (Meaning: send complete proposed lease to Presbytery, after they have reviewed the lease they will send back to the church with approval or suggested changes, then the church will have the tenants sign and the church will sign and send to the Presbytery for signatures.) Send to Kirk Nilson at the Presbytery of San Jose who will forward to the Financial Affairs Committee of Presbytery for their review*

Note: IF THIS IS A RENEWAL OF AN EXISTING LEASE, HIGHLIGHT THE CHANGES OR SEND THE FINANCIAL AFFAIRS COMMITTEE A SUMMARY OF THE CHANGES. THANK YOU. You may be eligible to use the AMMENDMENT To The LEASE form, please read it first to determine if you need to use the full lease on renewing.

Please send in digital format to the Financial Affairs Committee at accounting@sanjosepby.org.

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STANDARD LEASE AGREEMENT (Long Form)

This Lease Agreement (the "Lease") is made and entered into effective as of _____, 20__, by and between the Presbytery of _____, a non-profit _____ corporation (the "Presbytery"), and _____ Presbyterian Church, a non-profit _____ corporation (the "Church") (the Presbytery and the Church hereinafter collectively referred to as the "Landlord"), and _____ (the "Tenant").

WHEREAS, the Presbytery is the owner of certain real property hereinafter described;
WHEREAS, the Church has certain interests and rights to such property and the use thereof by virtue of its relationship to the Presbytery; and
WHEREAS, Tenant desires to lease such real property.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

PART I

SUMMARY OF BASIC LEASE INFORMATION

The basic terms of this Lease are:

1. **Date of Lease:** _____
2. **Landlord:** _____
 - a. **Address:** _____
3. **Tenant:** _____
 - a. Tenant has Tax Exempt Status: ___yes___ no; Is it ___501c(3); ___other: _____
 - b. Insurance Coverage: _____ Yes; _____ No.
 - c. Certificate of Insurance Provided to Landlord: _____ date.
4. **Premises (Part 2, Item 1):**
 - a. Address: _____
 - b. See specifics spelled out in Exhibit A page 4 of 8.
5. **Lease Term (Part 2, Item 5):**
 - a. Duration: _____
 - b. Commencement Date: _____ Expiration Date: _____
6. **Monthly Lease Payments (Part 2, Item 6):**
 - a. \$ _____ USD Monthly with a _____ % annual increase.
 - b. Late Payments (Part 2, Item 7): \$ _____ or _____ % of monthly payment.

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7. **Security Deposit** (Part 2, Item 8): \$ _____

8. **Use of Premises:**

a. **Permitted Use** (Part 2, Item 10):

b. **Days and Times** (Part 2, Item 10): _____

9. **Compliance with Use Policies:** _____ Adjustments Indicated in Part 2, Item 21.

10. **Keys** (Part 2, Item 27): Landlord will provide Tenant with _____ sets of keys.

11. **Addresses of Notices** (Part 2, Item 30):

a. Landlord: _____

b. Tenant: _____

12. **Attachments** (Part 2, Item 37) (attach following Exhibit A page 4 of 8):

a. Exhibit A c. _____

b. _____ d. _____

13. **List all Exceptions or Adjustments to this lease here or on a separate page:**

a. _____

b. _____

c. _____

d. _____

In the event of a conflict between a provision in this Summary and a provision in the balance of the Lease, the latter shall control.

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EXHIBIT A

Description Of Space To Be Leased To Tenant

[to be completed]

PART 2
MAIN BODY OF THE LEASE

1. **Premises.** Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant the space specified in Exhibit A attached hereto (the "Premises") located at address shown in Part 1 of this lease.
2. **Tenant Status.** Tenant represents that it is organized as a nonprofit or governmental entity and that it has provided written evidence of such status to Landlord upon or prior to execution of this Lease. Tenant agrees that within fifteen (15) days of demand by Landlord, it will supply Landlord with such further evidence of such nonprofit or governmental status as Landlord shall reasonably require, in the absence of which Tenant shall be in default under this Lease.
3. **Parking.** Tenant shall be entitled to parking privileges in Landlord's parking lot adjoining the Premises at such times that Tenant is entitled to use the Premises, subject to Landlord's ongoing needs for use of the parking lot.
4. **Storage.** Tenant may store items of personal property (subject to the restriction on "Dangerous Materials" contained in this Lease) in the location(s) listed on Exhibit A. All items shall be stored at Tenant's sole risk, and Landlord shall not be liable for any loss of or damage to any stored items.
5. **Lease Term.** The lease term shall commence and shall terminate as specified in Part 1.
6. **Monthly Lease Payments.** Tenant shall pay to Landlord monthly lease payments as specified in Part 1, payable in advance, on the first day of the term of this Lease and on the same day of each month thereafter. Such payments shall be made to Landlord's office or at such other place as may be designated from time to time by Landlord. All payments by Tenant under this Lease shall be made payable to the Church.
7. **Late Payments.** Monthly payments not paid within ten (10) days of when due shall give rise to a late fee which is specified in Part 1 of this lease.
8. **Security Deposit.** Upon execution of this Lease, Tenant shall pay to Landlord a security deposit as specified in Part 1 to be held by Landlord throughout the term of the Lease as security for Tenant's performance under the Lease. If Tenant is in default under this Lease (including but not limited to the failure to pay rent), Landlord may use, apply, or retain all or any part of the security deposit to cure the default or to compensate Landlord for all damage sustained by Landlord as a result of the default, without prejudice to any other remedy. Upon any application of all or any part of the security deposit resulting from Tenant's default, Tenant shall immediately on demand pay to Landlord the sum necessary to restore the security deposit to the original amount provided above. Landlord shall return the security deposit to Tenant (less any amounts retained by Landlord as permitted herein) within thirty (30) days after the expiration of the term of this Lease and return of possession of the Premises to Landlord if, at such time, Tenant has performed all terms, covenants, and conditions of this Lease. Landlord may commingle the security deposit with its general and other funds. Tenant shall not be entitled to any interest on the security deposit.

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9. **Possession.** Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.
10. **Use of Premises.** Tenant may use the Premises only for the purposes specified in Part 1 of this lease. And the Tenant may use the Premises only on the days and during the hours specified in Part 1. Tenant may not use the Premises for any other purpose or at any other time without the prior written consent of Landlord. In addition, Tenant may not use any other portion of Landlord's facility at any time without the prior written consent of Landlord. Tenant shall not perform any acts or carry on any practices that may injure the Premises, or be a waste, or a nuisance. Tenant shall not make any alterations to the Premises without the prior written consent of Landlord.
11. **Condition of Property.** Tenant has inspected the Premises and hereby accepts the Premises "AS IS," in the condition existing as of the date hereof. Tenant acknowledges that neither Landlord nor any other person has made any representation or warranty with respect to the Premises or any other portion of the facilities, including but not limited to the suitability of the Premises or any other portion of the facilities for the conduct of Tenant's activities. Tenant agrees and acknowledges that Landlord has no obligation, as a condition to this Lease, to renovate or remodel or to otherwise construct any tenant improvements or alterations in the Premises.
12. **Common Area.** The term "common area" means the various areas designed for common use or benefit within the building or buildings in which the Premises are located and the adjacent grounds, including, but not by way of limiting, walks, corridors, entrance areas, facilities such as washrooms, drinking fountain, toilets, stairs and specific additional areas. The common area shall at all times be subject to the exclusive control and management of Landlord. Subject to reasonable rules and regulations that may be promulgated by Landlord from time to time, the common area is made available to Tenant for its reasonable nonexclusive use in common with Landlord or other tenants.
13. **Maintenance.** Except as otherwise provided in this Lease, Landlord shall have the obligation to maintain the Premises in good operating condition during the term of the Lease. The above notwithstanding, Tenant shall be responsible for cleaning the Premises after each use and restoring the Premises to their condition prior to use. Landlord shall have thirty (30) days after notice from Tenant to commence to perform its maintenance obligations under this paragraph, except that Landlord shall perform such obligations immediately if the nature of the problem presents a hazard or emergency. If Landlord does not perform its obligations within the time limitations in this paragraph, Tenant's sole remedy shall be to institute suit against Landlord, and Tenant shall not have the right to withhold from rent any sums expended by Tenant. Tenant waives the provisions of Sections 1941 and 1942 of the California Civil Code with respect to Landlord's obligations for tenantability of the Premises and Tenant's right to make repairs and deduct the expenses of such repairs from rent.
14. **Damage to Premises.** Tenant will be liable for any damage to the facilities and/or furnishings in or about the Premises resulting from the acts or omissions of Tenant or Tenant's guests.

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Tenant shall immediately report any such damage to Landlord. In the event of such damage, the repairs will be carried out by Landlord and paid for by Tenant.

15. **Access by Landlord to Premises.** Landlord shall have the right to enter and use the demised Premises for the purposes and activities of the Landlord at times other than those specifically granted herein to the Tenant subject to the terms and conditions of this Lease. In addition, Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the facilities to prospective buyers, mortgagees, tenants, or workmen. Landlord will endeavor to give reasonable notice to Tenant before entering the Premises during Tenant's times of use. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent.
16. **Utilities and Services.** Landlord shall be responsible for all utilities and services in connection with the Premises.
17. **Property Insurance.** Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises.
18. **Liability Insurance.** Tenant shall maintain during the term of the Lease at Tenant's expense, in companies and through brokers approved by Landlord, public liability insurance with personal injury limits of at least \$1,000,000 for injury to one person, and \$1,000,000 for any one accident, and a limit of at least \$1,000,000 for damage to property. Landlord shall be named as an additional insured on such insurance policy. Tenant shall deliver to Landlord a certificate of the insurance carrier to the issuance of such policy. The insurance policy shall provide that such policy will not be terminated by the insurance carrier on less than thirty (30) days written notice to Landlord. Tenant shall promptly advise, and have the insurance carrier advise, Landlord of any change in, additions to, or termination of any such policy; and upon any termination of such policy, Tenant will forthwith provide a new policy upon the terms and conditions set forth above.
19. **Indemnity Regarding Tenant's Use and Activities.** Tenant assumes responsibility and liability for and agrees to indemnify, hold harmless, and defend Landlord from and against any and all claims, losses, liabilities, injuries (including death), obligations, damages, and expenses, including reasonable attorney's fees, if any, which Landlord may suffer or incur that are occasioned wholly or in part by or result from any acts or omissions by Tenant or Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors, or that for any cause or reason whatsoever arise out of or relate to Tenant's use of the Premises or Tenant's activities, including without limitation claims of sexual misconduct, harassment, abuse, or molestation. Tenant shall forthwith notify Landlord in writing with a full description of the facts; the place, circumstances, nature and results; and the names and addresses of involved parties with regard to any occurrences on the Premises which involve any injury to person or property. Tenant will provide Landlord promptly with copies of any claims for damages of any sort, including complaints in any court actions involving such claims.
20. **Compliance with Laws.** Tenant shall, at its sole cost and expense, comply with all requirements of all municipal, state, and federal authorities now or hereafter in force pertaining to its use of the Premises. The judgment of any court of competent jurisdiction, or the admission of Tenant in any action or proceeding against Tenant, whether the Presbytery or the

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Church be a party thereto or not, that Tenant has violated any such legal requirement shall be conclusive of that fact as between Landlord and Tenant.

21. Compliance with Use Policies. (to be negotiated with landlord and tenant)

In the case of shared use tenants must leave all rooms used just as they were found.

- All garbage must be in proper receptacles.
- Vacuum/sweep/mop as necessary (unless custodian has been hired).
- Items left behind will be placed in our Lost & Found and discarded after two weeks.
- If any furniture is moved, it must be returned to its place.
- All tables/chairs set up must be put back away & wiped clean.
- Bulletin boards and displays are not to be moved, taken down or altered, unless previous arrangements have been made.
- Nothing is to be taped, stapled, or nailed to church walls or other property.
- All windows and doors must be locked after event.
- All lights, heating or appliances must be turned off after event.
- Outside doors may be propped open for loading and unloading purposes ONLY.
- Doors may NOT be propped open as people arrive, or during an event.
- Doors may be unlocked before and during an event, only if there is a greeter stationed at the door at all times.
- For use of the nursery, at least one church-approved baby sitter must be employed.
- Use of kitchen facilities does not include use of appliances, dishes, or utensils.
- Alcohol consumption is not permitted anywhere on church property.
- Smoking is not permitted anywhere on church property.
- Neither food nor beverages are permitted in the Sanctuary.
- No usage of organ or piano is permitted in the Sanctuary without advance written consent of the Landlord.
- Usage of audio equipment in the Sanctuary is permitted only after training and certification by one of Landlord's sound technicians.
- Amplified music or other forms of loud noise are not permitted after 10 PM.

22. **Dangerous Materials.** Tenant shall not keep or have on the Premises any article or thing of a dangerous, inflammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

23. **Taxes.** Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

- a. **Real Estate Taxes.** Tenant shall pay all real estate taxes and assessment resulting from or attributable to Tenant's use of the Premises.
- b. **Personal Property Taxes.** Tenant shall pay all personal property taxes, and any other charges levied against the Premises, which are attributable to Tenant's use of the premises.

Tenant shall pay any taxes that are payable by Tenant under this Lease as provided above no later than fifteen (15) days before the delinquency date. Landlord shall provide Tenant with a copy of any tax bill for such taxes received by Landlord promptly after receipt of the tax bill by Landlord. Tenant shall provide Landlord with written evidence of payment promptly after payment.

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24. **Mechanics Liens.** Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises, and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to give actual advance notice to any contractors, subcontractors, or suppliers of goods, labor, or services that such liens will not be valid.
25. **Defaults.** Tenant shall be in default of this Lease, if Tenant fails to fulfill any Lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within fifteen (15) days (or any other obligation within ten (10) days) after written notice of such default is provided by Landlord to Tenant, Landlord at its option may take possession of the Premises without further notice and remove Tenant and its effects, and Tenant shall then quit and surrender the Premises to Landlord, but without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses suffered by Landlord by reason of Tenant's defaults. Landlord's rights under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.
26. **Holdover.** If Tenant, with Landlord's consent, remains in possession of the Premises after expiration or termination of the Lease, then such holding over shall be construed as a tenancy from month to month, subject to all conditions, provisions, and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy.
27. **Keys.** Landlord will assign appropriate keys to Tenant. Tenant will not copy any keys provided by Landlord and will carefully supervise the use of keys provided to maintain security of the Premises.
28. **Assignability/Subletting.** Tenant may not assign or sublease any interest in the Premises without the prior written consent of Landlord, which shall not be unreasonably held. Landlord's consent to one assignment or subletting shall not be deemed to be a consent to any subsequent assignment or subletting. Landlord's consent to an assignment or sublease shall not relieve Tenant of its obligations under this Lease. Any transfer of this Lease from Tenant by merger, consolidation, or liquidation shall constitute an assignment for purposes of this Lease.
29. **Termination Upon Sale of Premises.** Notwithstanding any other provision of this Lease, Landlord may terminate this Lease upon 60 days' written notice to Tenant that the Premises have been sold.
30. **Notices.** Notices under this Lease shall not be deemed valid unless in writing and served either by personal delivery or certified mail, postage prepaid, addressed to addresses found in Part 1 for both Landlord and Tenant. Either party may change such address from time to time by providing notice as set forth above.
31. **Waiver.** One or more waivers by Landlord of a breach of any covenant or condition shall not be construed as a waiver of a subsequent breach of the same or any other covenants or conditions. Landlord's consent to or approval of any act by Tenant requiring Landlord's approval, shall not be

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deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent similar act by Tenant.

- 32. **Entire Agreement/Amendment.** This Lease, Part 1 and Part 2 plus Attachments, contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended only by a writing signed by all parties to this Lease.
- 33. **Binding Effect.** This Lease shall be binding upon the successors and assigns of the respective parties hereto.
- 34. **Severability.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 35. **Subordination of Lease.** This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.
- 36. **Safe Environment.** Tenant agrees that it will comply with the following statement, as required by the Safe Church Standards:

"Organizations using the facilities of the Church shall provide a safe and nurturing environment for children, youth and vulnerable adults and those who work with them. They must abide by the current Safe Church Policy of the Church or provide proof that their organization has a similar policy in place."

- 37. **Attachments.** All attachments noted in Part 1, and located before Part 2 begins, constitute a part of this Lease:

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

LANDLORD

Presbytery of _____

By _____

Name: _____

Title: _____

Church Name: _____ Phone Number _____
Address _____ Fax Number _____

_____ **Presbyterian Church**

By _____

Name: _____

Title: _____

TENANT

By _____

Name: _____

Title: _____