

**[ALL BRACKETED MATERIAL IS TO BE CUSTOMIZED FOR THE SPECIFIC TERMS OF THE AGREEMENT AND THE BRACKETS REMOVED. REVIEW AND APPROVAL OF THIS AGREEMENT BY PRESBYTERY OF LOS RANCHOS' TRUSTEES PRIOR TO EXECUTION IS REQUIRED. UNDER G-8.0502, PRESBYTERY APPROVAL IS REQUIRED FOR ANY LEASE OF REAL PROPERTY USED FOR PURPOSES OF WORSHIP; CHECK WITH PRESBYTERY AS TO WHETHER CONGREGATIONAL APPROVAL IS REQUIRED.]**

AGREEMENT FOR USE OF FACILITIES BETWEEN \_\_\_\_\_ PRESBYTERIAN CHURCH AND [TENANT]

This Agreement is entered into as of [date] by and between \_\_\_\_\_ Presbyterian Church, a California corporation (“Owner”) and [identify the proper corporate name of the church that will be sharing the facilities] (“Tenant”) upon all of the terms and conditions described below. In entering into this Agreement, it is the desire of both Owner and Tenant to be dynamic disciples of our Lord, through efficient usage of the physical resources available to Owner and Tenant. [Describe and acknowledge any special concerns or dynamics of the relationship: E.g. with Tenant as an ethnic church, “Recognizing the importance to and continuing need of Tenant to maintain its cultural identity and linguistic differences from the surrounding community, Owner and Tenant hope to mutually enrich each other’s cultural understandings and Christian community, while maintaining their separate identities and operations.” Or with churches of different denominations, “Recognizing that Owner and Tenant come from different faith traditions and the importance to each of maintaining each of their separate religious identities, heritages, and operations, Owner and Tenant hope to mutually enrich each other’s faith journeys.”] This Agreement consists of both the following specific provisions and the Standard Provisions for Use of Facilities, which are attached hereto and incorporated herein by this reference.

1. Facilities Usage. Owner owns, operates and occupies that certain church facility located at [address] consisting of [describe the nature of the church facilities, e.g. sanctuary building, classroom and administrative building, etc., where appropriate giving labels to specific facilities] (collectively, the “Church”). Owner and Tenant hereby agree that Tenant will be permitted usage of portions of the Church at the times and for the purposes described herein beginning on \_\_\_\_ (the “Commencement Date”):

[Describe in as much detail as possible each facility, equipment or supplies access, any timing restrictions, the purposes, and whether the usage is exclusive or non-exclusive, e.g.:

\* [Exclusive use of the Sanctuary, . . . , and classrooms numbered \_\_\_\_, every Sunday from \_\_\_\_ p.m. to \_\_\_\_ p.m. for worship services and Sunday school education purposes, with the storage of hymn books and other worship supplies in \_\_\_\_, and the storage of education supplies in \_\_\_\_.]

\* [Exclusive use of the music room on \_\_\_\_ evening from \_\_\_\_ p.m. to \_\_\_\_ p.m. for choir

practice. Exclusive use of classroom numbered \_\_, every \_\_\_\_\_ evening for meetings.]

\* [Nonexclusive use of the \_\_\_\_\_ for special events, so long as Owner has not scheduled use of such facility for that time within \_\_\_ days of the scheduled event.]

\* [Any office usage should expressly describe permitted equipment and supplies usage - e.g., if photocopy machine is to be shared, arrangements as to cost allocations.]

\* [Any kitchen usage should expressly describe any division of cupboards, any items permitted for joint usage, any special concerns.]

\* Non-exclusive use of the parking facilities during any of the foregoing time periods.

Tenant may use designated portions of the Church during such other times and for such other purposes as may be authorized in writing in advance by Owner, as determined in its sole discretion. Owner may establish procedures for considering such requests, including but not limited to requiring submission of such requests in writing prior to each monthly meeting of the [committee responsible for scheduling].

Owner retains the right to modify any of the foregoing facility usages upon \_\_\_ days advanced written notice to Tenant. Either Owner or Tenant may terminate this Agreement upon \_\_\_ days advanced written notice to the other party [consider minimum initial term, e.g. “provided, however, Owner and Tenant may not give such notice prior to \_\_\_\_\_, unless the other party is in material default of its obligations hereunder”].

2. Signage. Tenant may install and maintain the following signs at the Church, subject to Owner’s reasonable advanced written approval as to size, style and content, which signs shall be removed and any damage repaired by Tenant at Tenant’s expense at the termination of this Agreement:

[Describe in detail.]

3. Expense Contributions. Tenant shall pay \$\_\_\_\_\_ per month to Owner on the Commencement Date and on each one month anniversary thereof. Upon thirty days prior written notice from Owner to Tenant, Owner may increase such monthly payment amount to reflect Tenant’s proportionate share of costs associated with management of the Church and otherwise to constitute fair and reasonable compensation to Owner for Tenant’s usage of the portions of the Church permitted under this Agreement.

4. Tenant Improvements. Tenant may install [describe any improvements or installed fixtures], and may install no other improvements or fixtures without the prior written consent of Owner, which consent may be withheld in Owner’s sole discretion; at the termination of this Agreement, Tenant shall remove such improvements and fixtures and restore all facilities to its condition prior to such installation, subject to normal wear and tear.

5. Tenant Insurance. Tenant shall maintain appropriate liability insurance in connection with Tenant's usage of the Church, in types and amounts reasonably acceptable to Owner, including but not limited to [describe insurance recommended by Owner's insurance agent], which insurance shall name Owner as an additional insured.

6. Additional Special Provisions. [Include details as to any additional special terms of the use of the facilities.]

Owner:

Tenant:

\_\_\_\_\_ PRESBYTERIAN  
CHURCH, a California corporation

[Church name]

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

## STANDARD PROVISIONS FOR USE OF FACILITIES

A. Restrictions on Use. Tenant's use of any portion of the Church shall be restricted solely for the purpose of the operation of a church. Tenant shall, at Tenant's expense, comply promptly with all applicable legal requirements regulating the use by Tenant of the Church. At all times in which any portion of the Church is being utilized by Tenant, Tenant will assure that a responsible adult member of the Church is present and supervising any activities including all invitees. Following each usage of the Church by Tenant, Tenant will assure that all portions of the Church utilized by Tenant or its invitees are left in a clean and neat condition, including proper disposal of any trash, that all appliances and lights have been turned off, that all windows have been properly secured, and that all doors are locked. Tenant may not permit usage of the Church by any other organization without the prior written authorization of Owner, and if such usage is permitted, Tenant shall be responsible for such invitees.

B. Maintenance of the Church. Upon the end of each period of occupancy, Tenant shall leave each portion of the Church utilized by Tenant clean and in good order and repair, subject to normal wear and tear; Tenant shall be responsible for promptly repairing any damage attributable to Tenant's usage of any portion of the Church. Tenant shall pay all telephone charges associated with any lines installed for its usage and for any extraordinary utilities charges resulting from Tenant's usage of any portion of the Church. Except as so provided, Owner shall be responsible for providing utilities, normal maintenance and repairs, and all capital improvements to the Church, all as determined in Owner's sole discretion. Tenant and Owner shall each file all necessary applications with the county office responsible for exemptions for property utilized for religious purposes; each party shall be responsible for payment of any property taxes arising from that party's usage of the Church and for any personal property taxes arising from that party's property.

C. Liaison and Communication. Owner and Tenant each shall from time to time designate one or more liaisons responsible for coordinating with the liaison from the other party; such liaisons may be changed at any time. Such liaisons shall meet regularly to discuss and coordinate the respective facilities needs of Owner and Tenant and to facilitate resolution of any disagreements. From time to time, Owner and Tenant shall each consider inclusion of members of the other congregation in special programming, such as speakers and other education events, concerts and other special programming, and social events.

D. Responsibilities upon Termination. Upon termination of this Agreement, Tenant shall promptly vacate the Church, complying with the various maintenance and repair obligations of this Agreement. Nothing in this Agreement shall be deemed to give Tenant any rights of ownership in the Church or any portions thereof, beyond the specific and limited rights to usage described herein, all of which shall be terminated upon termination of this Agreement. In the event of damage or destruction to or condemnation by public authority of all or any significant portion of the Church, Tenant's rights to use of the Church shall automatically terminate and Tenant shall be entitled to no compensation for the termination of its rights hereunder.

E. Facilities Usage Only. This Agreement shall not establish a partnership or joint venture between Owner and Tenant. Each party remains a separate organization, responsible for its own worship, staffing, education and programming. Each party is fully responsible for and indemnifies and holds the other party harmless from liability, claims, losses, damages, obligations or expenses, including reasonable attorneys fees, arising in connection with (a) any employees, members, visitors or other invitees of the indemnifying party, (b) any use of the Church by the indemnifying party or by those permitted access to the Church by the indemnifying party, or (c) any breach by the indemnifying party of its obligations hereunder.

F. Miscellaneous. This Agreement may not be assigned, encumbered or otherwise transferred by Tenant nor may Tenant sublease any portion of the Church without the prior written consent of Owner, which consent may be withheld in Owner's sole discretion. This Agreement and the attached Standard Provisions for Use of Facilities contains all agreements of the parties with respect to the usage of the Church by Tenant. This Agreement may be modified only in writing signed by both parties. Any notice provided hereunder shall be given in writing and may be served personally or by certified or registered mail, return receipt requested, addressed to the other party at the address of the Church, or addressed to any liaison appointed on behalf of that party. No waiver by either party shall be deemed a waiver as to any future event. This Agreement shall be governed by the laws of the State of California. If either party brings an action to enforce the terms hereof, the prevailing party shall be entitled to a recovery of reasonable attorneys fees and costs. Tenant agrees that this Agreement shall be subordinate to the lien of any mortgage now or hereafter a lien against the Church, and, from time to time, Tenant will promptly upon request execute appropriate documentation so acknowledging.