

USER AGREEMENT

Seventh-day Adventist Church

**This document is only a sample**. You must customize it to fit your situation and circumstances. As part of that process, the document **must** be thoroughly reviewed by an attorney licensed to practice in your jurisdiction.

 **USE AGREEMENT BETWEEN**

 **CONFERENCE OF SEVENTH-DAY ADVENTISTS**

*[Use the legal name of the property owner]*

 **AND**

 **NAME OF TENANT**

THIS AGREEMENT, made and entered into as of this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2007, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Conference of Seventh-Day Adventists a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ nonprofit Corporation, hereinafter referred to as "Landlord", and NAME OF TENANT, a Municipality, hereinafter referred to as the "Tenant."

WHEREAS, the Tenant desires to use a building, which Landlord owns, for the purpose of conducting church worship services for its weekly religious activities.

WHEREAS, the real property involved in this Use Agreement is located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (the "Premises").

WHEREAS, Landlord is willing to allow Tenant to operate such religious worship services in exchange for payment of such use to cover Landlord’s expenses related to such use including wear and tear on the Premises.

NOW THEREFORE, the parties hereto covenant and agree as follows:

1. **PREMISES**. The Landlord grants the Tenant the right to use the following facility areas:
2. Main sanctuary [*list specifically all areas the Tenant is allowed to use*]
3. Use times shall be Saturdays. In addition, Tenant’s special services may be arranged for and scheduled with the Landlord by contacting the Events Coordinator. Such additional use shall be accommodated if space and schedule is available. The parties agree to cooperate with each other’s special needs for the facilities. Under such circumstances, the Landlord reserves the right, and the Tenant agrees to such reservation, that the Tenant will reschedule services to accommodate such special needs.

All use by the Tenant shall be restricted to the above-listed areas and times. Any additional uses shall be subject to the Landlord’s special events coordination and policy at rates stated in Paragraph 3 below. Any weddings conducted on the Premises shall be between a man and a woman. [*local counsel should determine the legality of the last sentence*]

1. **TERM**. This Use Agreement shall be a month-to-month agreement for a maximum period of \_\_\_\_\_\_\_\_\_ months commencing on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
2. **USE FEE**. The Tenant shall pay a use fee (i.e. rent) in advance each month, on or before the 5th day of each month. The rent amount payable shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and 00/100ths Dollars ($\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) per month.
3. **KEYING**. If the Tenant shall receive a key for the doors to be used by the Tenant. The Tenant will maintain a list of all persons responsible for a key or keys, with such list to contain a signature of each person who has possession of keys.
4. **LIABILITY**. The Tenant shall be responsible for any and all injuries, to any person or persons, occurring on the Premises which injury or injuries occur as a result of the Tenant's use of the Premises, except that the Tenant will not be responsible for injuries or damages occurring as a direct result of the Landlord's negligent, reckless or intentional conduct or acts. The Tenant agrees to indemnify and hold the Landlord harmless from and against any and all loss, damages, claims, liability, or expense (including, without limitation, attorney's fees and court costs) which the Landlord may suffer or incur as a result of the use of the Premises by the Tenant, its employees, agents, guests and invitees.
5. **INSURANCE**.
6. The Tenant will carry general liability insurance covering Tenant's activities in an amount not less than $1,000,000. Said insurance policy shall provide for coverage for bodily injury, personal injury, and property damage to third parties for losses relating to the use of the facility by the Tenant and shall specifically insure damage arising out of Tenant's activities on the Premises. The Tenant shall name Landlord as an additional insured on said insurance policy and shall provide the Landlord with a copy of said insurance policy or satisfactory evidence that the policy is in force at any time upon request of the Landlord and cause its insurance carrier to provide the Landlord with notice of cancellation within thirty (30) days prior to any cancellation of said insurance policy.
7. All property of Tenant of any kind that may be on the Premises during the continuance of this Use Agreement shall be at the sole risk of the Tenant, and the Landlord shall not be liable to the Tenant or any other person for any injury, loss or damage to property or to any person on the Premises.
8. **TENANT**. Tenant shall provide supervision of all areas of the Premises used by the Tenant during the term of this Use Agreement. Tenant shall be responsible to repair, or pay the Landlord for such repair, of all damages caused by Tenant’s use of the Premises, normal wear and tear accepted.
9. **INJURE OR DEFACE PREMISES**. Tenant will not injure, overload or deface, or allow to be injured, overloaded or defaced, the Premises or any part thereof. Any capitol improvements or proposed additional fixtures to be added to the Premises by the Tenant must be submitted to the Landlord in writing, discussed and agreed upon prior to any improvements. Tenant may be reimbursed on a percentage basis for the increase in the value of the Premises for capitol improvements which were paid for by the Tenant. The capitol improvement reimbursement to the Tenant will be reduced by an agreed upon amount of depreciation.
10. **LAWFUL USE, ETC.** Tenant will not make, or allow to be made, any unlawful, improper or offensive use of the Premises which would be injurious to any person or property, or which would violate the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ or of the United States, or any ordinance of the City of Boise, or which would affect or endanger any insurance on said building or increase the premium thereof.
11. **NOT TO MAKE ALTERATIONS.** Tenant will not make any alterations or additions in and to the Premises without the written consent of the lessor.
12. **UTILITIES.** Tenant will pay \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and no/100th Dollars ($\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) per month for utilities. Landlord is responsible for all major maintenance and repairs to the building, such as but not limited to, heating, air conditioning, carpeting, roofing, etc. [*This paragraph may not be needed if the utilities are included as part of the Use Fee*]
13. **CONDUCT.**

1. No alcoholic beverages shall be allowed on the Premises. There shall be no smoking permitted in the buildings.

(b) Tenant agrees to comply with Landlord’s reasonable requests for locking the building upon completion of its use after services and for setting the heating and air conditioning temperature.

1. Tenant agrees to pick up all papers, including bulletins and any other materials or supplies used in Tenant’s services when the services are completed. Tenant’s use of the sanctuary shall be restricted to worship services only.

*[The local church should add any additional restrictions or use prohibitions to this list]*

1. **SIGNAGE**. The Tenant shall be entitled to provide such temporary signage as may be necessary and reasonable to advertise and locate the utilization of a portion of the Premises for use by Tenant.
2. **LICENSES.** Tenant agrees that at all times its use of the Premises shall conform to and comply with all laws, orders and regulations of governmental bodies or agencies with jurisdiction over the Premises or Tenant's use of the Premises. Tenant shall be responsible to obtain all licenses and permits for its use of the Premises.
3. **FORCE MAJEURE**. The parties shall be excused for the period of any delay in the performance of any obligations (except the obligation to pay rent and other monetary obligations hereunder) when prevented from doing so by cause or causes beyond their control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or service, or act of God.
4. **HOLDING OVER**. If Tenant continues in possession of the Premises after the expiration of the term of this Use Agreement or any extension thereof, Tenant shall occupy the Premises as a month-to-month Tenant at the rental computed as provided in paragraph 3 and subject to all covenants and conditions of this Use Agreement.
5. **USE**. The property shall be used by Tenant only for the purpose expressed in this Agreement.
6. **TO PERMIT LESSOR TO ENTER**. Tenant shall allow the Landlord, at all reasonable times to enter and view the Premises and to make any repairs which it may see fit to make.
7. **HAZARDOUS MATERIALS**. Tenant shall comply with all hazardous materials laws, both Federal and State, which are now in effect and which may hereafter be amended or adopted. Tenant, its agents, employees, and enrolled children shall not bring onto or allow to be brought onto the Premises any hazardous materials other than those customarily used in the operations of such a facility.
8. **SUBLETTING AND ASSIGNING**. Tenant may not sublet or assign the rented Premises.
9. **NOTICE**. Any notice required by this Agreement to be given to either party by the other shall be in writing and shall be deemed to be duly given only if delivered personally or mailed to the other party by U.S. Mail in a postage prepaid envelope, addressed as follows:
* Landlord:

 Seventh-day Adventist Church

 Attention:

 Street Address 1

 Street Address 2

 City, State, Zip Code

* Tenant:

 Street Address 1

 Street Address 2

 City, State, Zip Code

1. **CONDEMNATION OR DESTRUCTION**. Upon partial or complete condemnation or destruction of the Premises, causing the intended use of the Premises to be unfeasible, either party may terminate this Agreement by providing notice to the other party. Tenant shall have no interest in any proceeds acquired through any condemnation action and shall not be liable for any rent after the date of Tenant's removal from the Premises which removal results from such condemnation.
2. **CHOICE OF LAW**. This Use Agreement shall be governed under the Laws of the State of \_\_\_\_\_\_\_\_\_\_ which shall be the choice of jurisdiction for any enforcement action.
3. **ATTORNEY'S FEES**. In the event that either party shall seek to enforce any of the provisions hereof by any action at law or in equity, or through arbitration, the unsuccessful party to such an action agrees to pay to the prevailing party all costs and expenses, including reasonable attorney's fees, incurred therein by the prevailing party.
4. **SURVIVAL OF TERMS**. The indemnification and warranties herein, if any, shall survive the termination of this Agreement.
5. **PARTIAL ENFORCEABILITY**. If any part of this Agreement is determined to be illegal or unenforceable, all other parts of this Agreement shall be given effect separately and this Agreement shall not be defeated in its entirety.
6. **WRITTEN AMENDMENT**. This Agreement may be amended only by a writing executed by all parties.
7. **INTEGRATION**. This Agreement supersedes all previous understandings or agreements between the parties hereto.
8. **COUNTERPARTS**. This Agreement may be executed in counterparts, which counterparts shall be considered as a complete Agreement.
9. **BINDING EFFECT**. This Agreement shall be binding upon the heirs, administrators, executors, successors and assigns of the respective parties, as may be appropriate.
10. **TIMING**. Time is of the essence with regard to all acts or deeds to be performed under or in connection with this Agreement.

DATED this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **CONFERENCE OF SEVENTH-DAY ADVENTISTS**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Name of Tenant**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_