**Single Use Property Rental Agreement**

(Wedding, Funeral, Individual Non-Commercial Event)

This Single Use Property Rental Agreement (“Agreement”) is made and entered into as of the day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, between the Congregation of the Community of Christ, a/k/a Reorganized Church of Jesus Christ of Latter Day Saints ("Lessor"), and , whether one or more, ("Lessee").

In consideration of the agreements, covenants and fees set forth herein, the parties agree as follows:

1. **PROPERTY**. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the portion of the Property located at (“Property”) in accordance with Exhibit A. Lessor shall have use of the Property at all other times not designated in Exhibit A and may permit its use by other parties at its discretion. Lessee shall take the Property in "as is condition".

2. **DEPOSIT AND RENT**. Lessee shall pay a non-refundable deposit in the amount of ($ \_\_\_\_\_) payable to Lessor at the time the Agreement is signed. Lessee shall pay rent for use of the Property in accordance with Exhibit A. Rent shall be payable to Lessor prior to \_\_\_\_\_\_\_\_, 20\_\_\_.

3. **USE OF ALCOHOL/TOBACCO/DRUGS**. The use or possession of alcohol, tobacco (in any form whether smoked or smokeless), illegal drugs (in any form), marijuana and firearms is absolutely prohibited on the site and on all property owned or occupied by the Lessor. The Lessee shall strictly enforce this prohibition for its guests, employees, agents, members, and all other persons who may be directed by, responsible to, or under the supervision of the Lessee. In the event Lessor becomes aware of violations of this section by Lessee, or Lessee’s guests, agents, members, and all other persons who may be directed by, responsible to, or under the supervision of the Lessee, Lessor shall notify Lessee of such violations, and Lessee shall promptly take appropriate remedial action as required by the Lessor. In the event Lessee fails to take such action Lessor reserves the right to immediately terminate this Lease Agreement.

4. **INSURANCE.** Lessor will insure the Property against fire and casualty loss to the extent the Lessor deems necessary. Lessee may choose to purchase liability insurance through any reputable, licensed insurer in the state where the Property is located. Lessor will be named as an additional named insured to any policy secured by the Lessee for the event described in this Agreement.

5. **CONDITION OF PROPERTY**. Lessee shall return the Property and its furnishings to the same condition and arrangement they were in prior to use of the Property for the activity. In the sole discretion of the Lessor, Lessee shall pay additional One Hundred and Fifty DOLLARS ($ 150) per hour for custodial cleaning determined necessary in the sole opinion of Lessor. This fee will be deducted from the deposit.

In the event damage, other than reasonable wear and tear, occurs to the property while in use by Lessee, the Lessee agrees to pay, in cash, for the damages caused, in an amount to be determined solely by the management of the Owner within ten (10) days of receipt of damage reimbursement request.

6. **INDEMNIFICATION**. Lessee hereby covenants and agrees to and does hereby indemnify, defend and hold Lessor and its affiliates (including Community of Christ), and its respective agents, contractors, subcontractors, employees, officers, directors, priesthood and other representatives harmless from, and against, any and all claims, actions, suits, proceedings, costs, expenses, damages, losses and liabilities, including attorney's fees, court costs and other expenses of defense and collection arising out of, connected with, occurring on, or resulting from the Property, or the Lease Agreement, including (i) any accident, injury or damage to any person or property occurring in, on or about the Property or any part thereof, including the playground (if applicable), resulting from ordinary negligence, and (ii) any claim involving any alleged criminal act or violent behavior by Lessee’s guests, agents, members, and all other persons who may be directed by, responsible to, or under the supervision of the Lessee, including child molestation. These indemnities shall survive expiration or termination of this Agreement.

7. **TRESPASS.** Lessee hereby covenants and agrees to limit its usage of the Property to the spaces described in Exhibit “A”, that all other spaces of the Property, including, but not limited to the baptismal font, storage closets, and cleaning supplies locker/closet, are “off-limits” and may not be accessed by Lessee, its guests, agents, members, and all other persons who may be directed by, responsible to, or under the supervision of the Lessee, without express prior written permission of Lessor, or unless it is necessary to enter those prohibited spaces in order to gain access to the leased spaces. Lessee agrees to indemnify Lessor, pursuant to Section 6 of this Agreement, for any loss or injury resulting to Lessor or Lessee’s guests, agents, members, and all other persons who may be directed by, responsible to, or under the supervision of the Lessee, for any violation of this Section.

8. **PROHIBITED ACTIVITIES.** Lessor is a non-profit religious organization. Lessee hereby covenants and agrees that the activities to be held during the rental period of this Agreement are in furtherance of an ecclesiastical or community-service oriented theme, and will conduct itself in a manner that will not jeopardize the tax-exempt status of Lessor. The following activities are expressly prohibited, and other activities may be listed in a separate Exhibit “B”: political campaigning, voter registration drives, and lobbying. Should Lessor’s tax-exempt status be revoked due to Lessee’s activities as a result of this Agreement, Lessee agrees to pay all assessments received within thirty (30) days of notice by Lessor. These covenants shall survive expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement the date and year above written.

|  |  |
| --- | --- |
| **COMMUNITY OF CHRIST** | **LESSEE** |
| **(Signature)** | **(Signature)** |
| **(Print Name)** | **(Print Name)** |
| **(Date)** | **(Date)** |
| **(Title)** | **(Title)** |

**EXHIBIT A**

**Property Use Description: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**1. Contact Information**

Bride: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_  Member  Non-Member

Groom: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_  Member  Non-Member Minister: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_  Member  Non-Member

**Contact Person / Responsible Party**

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Wedding: \_\_\_\_\_\_\_\_\_\_ Time of Wedding: From \_\_\_\_\_\_\_a.m./p.m. To \_\_\_\_\_\_\_a.m./p.m.

**2. Room Reservations/Times/Fees** – Indicate by an “x” which room(s) are needed and include dates and times.

Member Non-Member

**Sanctuary / Upper Church**

Date: \_\_\_\_\_\_\_\_\_\_ Time (From & To): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_ $300

**Kitchen**  w/meal preparation  w/o meal preparation

Date: \_\_\_\_\_\_\_\_\_\_ Time (From & To): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_ $150

**Fellowship Hall**  **/ Downstairs**

Date: \_\_\_\_\_\_\_\_\_\_ Time (From & To): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_ $200

**3. Other Expenses**

Janitor Services ($150 / Hour) – Only charged if building is not cleaned after wedding and reception. Maintenance services for any damages are assessed afterwards and will be an additional charge if necessary.

Damage Deposit (refundable) $150

**4. Total: $\_\_\_\_\_\_\_\_**

**\*\*\* This amount includes refundable $150 deposit.**

**Lessee is responsible for decorating the church and removing all decorations and residue of decorations after the Event. No rice, confetti, or other items may be thrown in or around the Property; however, bird seed and bubbles are permitted outside the Property. All restrooms will be accessible to Lessee. Fees are per day unless otherwise specified.**