This Lease Agreement ("Lease") is made effective **Date** by and between

**[Name] United Church** ("Landlord") and [**Name of Lessee]** ("Tenant").

Landlord is the tenant of the land and improvements commonly known and numbered as [**Address of Property]** (the "Building") and is entitled to lease a portion of the Building.

For all purposes, this document is referred to as "the Lease" and [Name] United Church as the "Landlord".

Landlord makes available for lease a portion of the Building as follows:

Exclusive Use Leased Premises

Premises:

Non-Exclusive Use Leased Premises:

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from the Landlord for the term, at the rental and upon the covenants, conditions and provision herein set forth.

THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, it is agreed:

# Term

* 1. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, starting **[Date]** and ending **[Date].** Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.
  2. Tenant may request the renewal of the Lease for a renewal term of [Length of lease (e.g., one (1) year] which renewal may be unreasonably denied. Tenant may make a request for renewal of the Lease by giving written notice to the Landlord not less than 120 days prior to the expiration of the Initial Term. The renewal term shall be at the rental mutually agreed upon and otherwise upon the same covenants, conditions, and provisions as provided in this Lease. In the event that the Landlord does not wish to renew the Lease it shall advise the Tenant by written notice no later than 90 days prior to the initial expiration of the initial term.
  3. Early Termination Clause: Either party may request a termination of the current agreement with an agreed upon notice.

# Rental

* 1. Tenant shall pay to the Landlord rental of **[amount of rental]** per year, payable in installments of **[amount]** per month. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at **[Address]** or at such other place designated by written notice from the Landlord. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis.
  2. The rental for any renewal lease term, if created as permitted under this lease, shall be determined at the time of renewal and payable in instalments as above.

# Non-Exclusive Use Provisions

The Landlord may require exclusive use of the [name areas of the building] on certain days for purposes of weddings and funerals for which the Landlord will give the Tenant as much notice as practicable. The Tenant acknowledges and agrees that, particularly for funerals, the notice will be short. In addition, the Landlord requires use of the [room, date, and time for use of non-exclusive use areas (e.g.,Hall all evenings after 7:00 PM and all­ day Sunday)].

# Use of Church Name and Shared Space

Information that includes the church name and/or that is being posted in shared space requires prior approval by ... to ensure these fit with the values of the community of faith and The United Church of Canada.

Include a statement such as: “The lessee acknowledges the commitment of The United Church of Canada to be inclusive and accepting of all people irrespective of gender identity or sexual orientation and agrees not to include the name of (this congregation) or The United Church of Canada in any advertising or public statement that contradicts this commitment.”

# Use

The Tenant will use the premises for **[type of program for which the Tenant is renting]** related programming only. Notwithstanding the forgoing, Tenant shall not use the Leased Premises for purposes of storing, manufacturing, or selling any explosives, flammable, or other inherently dangerous substance, chemical, thing, or device.

1. **Sublease and Assignment**

Tenant shall not have the right without Landlord's consent to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant. or to a purchaser of substantially all Tenant's assets or an individual. Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises or assign this Lease in whole or in part.

1. **Repairs**

The Tenant shall maintain and clean the washrooms and exclusive use areas. It shall maintain the non-exclusive use areas in a neat and tidy fashion. It shall repair all areas of the leased premises, of any damage caused by its servants, agents, employees, licensees, clients, and invitees.

**ADDENDUM: [Could include a clause like:]** A Letter of Understanding was reached and signed that represents the due diligence of the Landlord and the Tenant to cooperatively mitigate and eliminate risks inherent in reopening the Landlord building for use by the Tenant during the COVID-19 pandemic.

1. **Alterations and Improvements**

Tenant, at Tenant's expense, may make a request in writing and receiving the Landlord's consent, which may be unreasonably withheld, remodel, redecorate, make improvements and replacements of, and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, and the Landlord agrees, provided the same are made in a tradesperson like manner and utilizing good quality materials. Tenant shall have the right to place and may install personal property, trade fixtures, equipment, and other temporary installations in and upon the Leased Offices, and with the Landlords permission which may be unreasonably withheld, fasten the same to the premises which may be unreasonably withheld. All personal property, equipment, machinery, trade fixtures, and temporary installations, whether acquired by Tenant at the commencement of the lease term or placed or installed on the Leased Premises by Tenant, thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by the Tenant at Tenant's expense. The Landlord agrees that it will not remodel, redecorate, and make improvements or repairs to all or part of the Leased premises without the Tenant's consent unless same are required due to damage or required repair of the stairwells or its systems.

# Insurance

* 1. If the Leased Premises or any other part of the building is damaged by fire or other causality resulting from any act of negligence of Tenant or any of Tenant's servants, employees, or invitees, rent shall be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs or repair not covered by insurance, including any deductible amount.
  2. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in leased premises.
  3. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than $2,000,000.00 combined single limit coverage of bodily injury, property damage, or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this paragraph. Tenant shall obtain the agreement of Tenant's insurance to notify Landlord that a policy is due to expire at least ten (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

# Utilities

Landlord shall pay all charges for water, sewer, gas, electricity, used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord.

# Signs

Following the Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations approved by the Landlord, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive, or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other Tenant. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

# Entry

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenants business on the Leased Premises. The tenant will be given security keys to the outside doors. The tenant is not permitted to copy these keys for any purpose. One set of keys to the rented space doors will be given to the Tenant. These may be copied but the number of copies is to be reported to the Landlord. The Tenant may not change the locks on the inside doors to their rented space.

# Parking

No parking privileges form part of this tenancy.

# Building Rules

Tenant will comply with the rules of the Building adopted by Landlord from time to time and will cause all of its agents, employees, invitees, and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing. The Tenant acknowledges that the leased premises are part of a scent free building.

# Damage and Destruction

Subject to Section 8A above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty, or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for the Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials, labour, or other matters which are beyond the reasonable control of the Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments to be refunded to the Tenant. The provisions of this paragraph extend not only to matters aforesaid, but also to any occurrences which is beyond the Tenant's reasonable control, and which renders the Leased Premises, or any appurtenance hereto, inoperable or unfit for occupancy of use, in whole or in part for Tenant's purposes.

# Default

If default shall at any time be made by the Tenant in the payment of rent when due to Landlord as herein provided, that if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed, and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may rent said Premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

# Condemnation

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, the Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

# Notice

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by Canada post certified mail, return receipt requested. The address for service of the Landlord is **[Address]**. The address for service of the Tenant is **[Address]**.

# Waiver

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take away action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be constructed as a waiver of a subsequent breach of the same covenant, term, or condition.

# Memorandum or Lease

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

# Headings

The headings used in this lease are for convenience for the parties only and shall not be considered in interpreting the meaning of any provisions of this lease.

# Successors

The provisions of this lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors, and assigns.

# Consent

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

# Compliance with Law

Tenant shall comply with all laws, orders, ordinances, and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all the laws, orders, ordinance, and other public requirements now and hereafter affecting the Leased Premises.

# Final Agreement

This agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This agreement may be modified only by further written agreement that is duly executed by both parties.

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

Name of Tenant:

Printed Name:

Signature:

Date:

**Per:**

**I have the authority to bind the organization.**

Name of Church:

Printed Name:

Signature:

Date:

**Per:**

**I have the authority to bind the organization.**

Regional Council Representative:

Printed Name:

Signature:

Date: