

YEARLY LEASE AGREEMENT

Use this form when an organization uses church space for multiple days, hours throughout the year.

(note: if tenant is not a non-profit, the property may be subject to property taxes.)

THIS LEASE AGREEMENT (the “Lease”) is made as of this [] day of [mmm yyyy] (the “Effective Date”), by and between **ST. MARTIN DE PORRES EPISCOPAL CHURCH**, a congregation of the Episcopal Diocese of Virginia, at **6744 South Kings Highway, Alexandria, Virginia 22306** (“Landlord”) and [], a [description of Tenant Organization – non-profit] (“Tenant”), each a “Party” and together “the Parties”.

WITNESSETH:

1. **PREMISES:** Landlord hereby leases to Tenant and Tenant hereby takes from Landlord, for the term and upon the terms, covenants and conditions set forth in this Lease, to use certain specified areas within and part of the buildings located at [address], **Alexandria**, Virginia [zip], known to the Parties as the “[name of building]”, on a limited basis, as is more particularly described on **Exhibit A** and as shown and identified on the Facilities/Building Map on **Exhibit E**, said Exhibits attached hereto and made a part hereof (the “Premises”). Tenant will use the Premises in the manner described and set forth on **Exhibit A** and as otherwise specified by Landlord herein.

(NOTE: depending on the building being rented, Exhibit B-E addresses either Olivet Campus or St. Mark’s Campus – remove the Campus that is NOT APPLICABLE from the agreement.)

2. **TERM.**

(a) **INITIAL TERM.** The initial term of this Lease shall be for a period of one (1) year (“Initial Term”), commencing on [mmm ddd yyyy] (the “Commencement Date”) and ending at midnight on [mmm dd yyyy], unless otherwise extended pursuant to the terms of Paragraph 2(b) below.

(b) **TERMINATION.** The Lease may be terminated by Landlord prior to the end of the Term upon an Event of Default by Tenant, as described in Paragraph 22 of this Lease. Notwithstanding anything in this Lease to the contrary, Landlord may immediately terminate the Lease and require that Tenant vacate the Premises in the event of Tenant’s violation of Paragraph 5 of this Lease.

3. **RENT:**

(a) **BASE RENT.** Tenant covenants to pay Landlord rent of [Narrative amount] (**numeric amount**) per month during the Initial Term, provided, however, that the first base rent payment shall be due on [mmm dd yyyy], and on the first day of each month thereafter during the Initial Term.

(b) The Tenant shall make a non-refundable administrative/cleaning deposit of [Narrative amount (numeric amount)].

(c) **ADDITIONAL RENT.** Any amounts payable by Tenant to Landlord under any other provisions of this Lease shall be deemed additional rent (“Additional Rent”) and the payment of such amounts shall be enforceable by Landlord in the same manner as the payment of the Rent.

(d) **CHARGE FOR LATE PAYMENT OF RENT.** Tenant shall pay Landlord a late payment charge equal to five percent (5%) of the monthly Rent payment for each monthly Rent payment that is not received by Landlord on or before the fifth (5th) day of the month in which Rent is due.

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(e) **PAYMENT METHOD.** Except as otherwise agreed in writing, Rent and Additional Rent shall be paid online using St. Martin de Porres' Episcopal Church's church management software, ACS/REALM. Landlord will provide a link to Tenant. The Rent payment will be authorized as direct payment from Tenant's bank account or credit card.

4. **USE:** Tenant shall use the Premises as set forth in *Exhibit A* and for no purpose other than to support the mission of the Tenant.

5. **COMPLIANCE WITH LAW:** Tenant shall comply with all laws, orders and regulations of Federal, State, County and municipal authorities as to its use of the Premises and shall not at any time use or occupy the Premises in violation of the Certificate of Occupancy issued for the building. Tenant shall not do, or permit to be done, any act within or upon the Premises which invalidates any fire insurance policies covering the Building, fixtures or property therein; shall not do or permit any act within or upon the Premises which might subject Landlord to any liability for injury to any person or persons or damage to property by reason of any business or operation being carried on within or upon said Premises; and shall not bring to or keep anything therein, except as now or hereafter permitted by the Fire Department, the Board of Fire Underwriters, the Fire Insurance Rating Organization, or other authority having jurisdiction.

6. **CONDITION OF PREMISES:** Tenant accepts the Premises in the present AS IS condition. Landlord shall not be obligated to perform any work, or make any improvements or alterations to, the Premises for purposes of accepting this lease.

7. **TENANTS PERSONAL PROPERTY:** Landlord or its agents shall not be liable for any damage to the property of Tenant, nor for the loss or damage to any property of Tenant, by theft or otherwise.

8. **ALTERATIONS:** Tenant shall make no alterations, installations, additions or improvements in or to the Premises without Landlord's prior written consent. It is understood and agreed that any movable furniture or movable trade fixtures and furnishings placed upon the Premises by the Tenant are to remain the property of Tenant's and upon Landlord's request shall be removed by Tenant, at Tenant's cost, from the Premises promptly at the termination of the Lease or at any other time requested by the Landlord as needed for maintenance or repairs. Tenant, at its own cost and expense, shall repair any damage caused by such removal. Any personal property of Tenant not removed at the termination of the Lease shall, at Landlord's option, be deemed abandoned by Tenant and become the property of Landlord. Notwithstanding the foregoing, Landlord may charge Tenant for the cost of removing Tenant's personal property as Additional Rent as hereinafter set forth in this Lease.

9. **MAINTENANCE AND REPAIRS:**

(a) **BY TENANT:** The Tenant shall:

- (1) **LIST ANY ITEMS TENANT IS RESPONSIBLE FOR**
- (2) Be responsible for payment for any permits required to use the Premises;
- (3) Be responsible for maintenance of all approved signage;

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(4) Be responsible for minor repairs and maintenance of items such as lightbulbs, batteries for smoke alarms and carbon monoxide monitors, and related expenses;

(5) Be liable for the cost of repairing all damage caused by the Tenant's act or neglect, or the actions of Tenant's employees, volunteers, guests and invitees.

(6) Be responsible for internet usage at the church.

(7) Procure trash service contract and pay all related costs, and adhere to the Fairfax County Trash and Recycling Guidance as defined by the trash collection company, including but not limited to, no plastic bags in recycling and glass to be recycled only in the purple recycling receptacles;

(8) Keep any part of the Premises used by the Tenant clean and safe.

(9) Be responsible for snow removal expenses on weekdays required by Tenant's employees and agents to access the Premises.

(10) Use no more electricity than the wiring or the feeders to the Premises can safely carry.

(11) Do nothing to destroy, deface, damage or remove any part of the Premises.

(12) Keep no more than 6 ounces of any flammable liquid such as paint or paint solvent or any other dangerous liquid or chemical on the Premises.

(13) Immediately notify the Landlord in the event of an emergency that occurs while Tenant is using the Premises - e.g., fire, broken water pipe, discontinuation of heat or electricity, the need for emergency services, such as police, fire and ambulance.

(b) **BY LANDLORD.** The Landlord shall be responsible for the cost and maintenance of electric, water and gas utilities; the cost and maintenance of the general exterior structure of the Premises; the cost and maintenance of the existing Heating, Ventilation and Air Conditioning (HVAC), the cost and maintenance of the existing elevator, extermination services, the cost and maintenance of snow removal in the parking lot during the weekend. The Landlord shall also make any necessary repair to the vital facilities of the Premises within a reasonable time after notice by the Tenant. The Tenant shall submit requests in writing to the Landlord.

10. **INSURANCE:** Landlord shall not be responsible for Tenant's personal property on the Premises. Tenant shall also maintain comprehensive general liability insurance in an amount of at least One Million Dollars (\$1,000,000) for each occurrence, combined single limit for injury to persons and damage to property occurring during or arising out of Tenant's use of the Premises, naming Landlord as an additional insured and loss payee as to the Premises. **St. Martin de Porres Episcopal Church and The Episcopal Diocese of Virginia** shall be listed by the Tenant's Insurance as additional insured's. Tenant shall furnish to Landlord a certificate of insurance evidencing such insurance prior to taking occupancy of the Premises. If Tenant fails or refuses to obtain and/or maintain the insurance coverage required in this section or elsewhere in this Lease, Landlord may obtain such coverage and the cost thereof shall constitute Additional Rent and shall be paid by Tenant. If Landlord's insurance premiums increase as the result of Tenant's use of the Premises, then Tenant shall pay Landlord as Additional Rent the difference between the Landlord's original insurance premiums as of the date hereof and the new (increased) premiums within ten (10) days following receipt of an invoice therefore from Landlord.

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Tenant shall, if it has its own insurance, submit its insurance policy, as required and set forth herein, to Landlord, and Landlord shall submit such policy to its insurance carrier for its review and approval.

(a) Proof of the Worker's Compensation Coverage is required for any paid employee who will be working onsite for any event.

11. **LIABILITY OF LANDLORD:** Landlord shall not be liable to Tenant, or Tenant's invitees or guests, or to any other person or entity for any damage (including indirect and consequential damages), injury, loss, compensation or claim, including but not limited to claims for the interruption or loss to Tenant's business caused by any of the following: repairs to any portion of the Premises; interruption in the use of the Premises or any equipment therein; any accident or damage resulting from the use or operation (by Landlord, Tenant or any other person or entity) of the heating, cooling, electrical, sewage, or plumbing equipment or apparatus; any breach of security or any fire, robbery, theft, vandalism, mysterious disappearance and/or any other casualty; the actions of any other person or entity; and any leakage in any part or portion of the Premises, or from water, rain, ice or snow that may leak into, or flow from, any part of the Premises, or from drains, pipes or plumbing fixtures in the Premises.

12. **DESTRUCTION BY FIRE OR OTHER CAUSE:** If the Premises are damaged or rendered untenantable by fire or other cause, then in any such event the Landlord may, at its option, terminate this Lease or elect to repair or rebuild the same in Landlord's sole discretion. If the Landlord elects to terminate this Lease, then the same shall terminate ten (10) days after such notice is given and the Tenant shall immediately vacate, surrender and deliver up possession of the Premises to the Landlord, paying base Rent and all other charges hereunder up until the time of said casualty. If the Landlord does not elect to terminate this Lease, the Landlord may repair and/or rebuild the Premises as promptly as possible to the same or reasonably similar condition as existed before the date of such casualty, subject to any delay from causes beyond its reasonable control, and the Lease Term shall continue without interruption and this Lease shall remain in full force and effect, subject to abatement in the Rent. Additional Rent and other charges hereunder from the time of the damage or destruction until the Premises are repaired or restored. Notwithstanding the foregoing, (i) the Landlord's obligation to repair and/or rebuild shall not require the Landlord to expend any monies in excess of available insurance proceeds, and (ii) Landlord shall not be required to repair and/or rebuild any improvements or alterations built by or for Tenant during the Term or to replace any of Tenant's personal property, equipment, furniture or inventory, which repair and replacement obligation shall be the sole obligation of Tenant.

13. **UTILITY SERVICE TO THE PREMISES:** Landlord shall not be responsible for any damages suffered by Tenant due to the loss or interruption of utility services.

14. **SIGNS:** Tenant shall not place any signage on the premises without Landlord's approval as to the location and content of the sign.

15. **LIABILITY:**

(a) **WAIVER.** Landlord and Landlord's agents and employees shall not be liable for, and Tenant waives, any and all claims for damages to persons and/or property sustained by Tenant or Tenant's agents, employees, volunteers, guests, invitees or any person claiming through such parties resulting from any accident or occurrence in or upon the Premises. Such waiver shall include, but not be limited to, claims for damages to person or property resulting from any equipment or appurtenance out of repair, defective electrical, heating, air conditioning, plumbing, sewer, water systems or installations or from the operation of said equipment or installations, or damage by broken glass, ice,

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water, snow, gas entering the Premises, or for the acts, omissions or negligence of Landlord, its guests and invitees or of any trespassers on the Premises.

(b) **INDEMNITY.** Tenant hereby indemnifies Landlord and saves it harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Premises, from or out of the occupancy or use by Tenant of the Premises or any parts thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, lessees or employees. Tenant shall at all times during the Term of this Lease, carry sufficient policies of liability insurance as set forth in Paragraph 10 hereof, against such losses and naming the Landlord as additional insured and loss payee.

(c) **ATTORNEY'S FEES.** In case the Landlord shall, without the fault on its part, be made a party to any litigation commenced by or against the Tenant, then the Tenant shall indemnify, protect and hold Landlord harmless there from, shall provide Landlord with defenses thereto, and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Landlord in connection with such litigation. Landlord shall be entitled to recover all costs, expenses and reasonable attorney's fees that may be incurred or paid in its enforcing any of the covenants and agreements contained in this Lease.

16. **SUBORDINATION:** This Lease is subject and subordinate to all mortgages and encumbrances which may now or hereafter affect the Premises, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and Tenant shall execute any subordination agreement requested by Landlord or any such mortgagee upon ten (10) days advance notice.

17. **CONTACT INFORMATION/NOTICES:** For purposes of any notices and other communications regarding the terms of this Lease, unless otherwise specified by a party in writing, the following individuals and addresses shall be used:

Landlord: **ST. MARTIN DE PORRES EPISCOPAL CHURCH**
6744 S. Kings Hwy
Alexandria, Virginia 22306
Attn: Rector and Senior Warden
Tel. Number: (703) 765-3949
Email: Admin@StMartinAlex.org

Tenant: **organization**
Attn: **organization contact**
Organization address
Alexandria, Virginia **zipcode**
Tel. Number: **contact's phone number**
Email: **contact's email**

18. **EMINENT DOMAIN:** If the whole or any part of the Premises shall be acquired or condemned for any public or quasi-public use or purpose, this Lease shall cease and terminate as of the date that title vests following such proceeding, and Tenant shall have no claim by reason of this Lease, nor any claim to any part of any award made to Landlord in connection with such proceeding.

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19. **SUBLETTING AND ASSIGNMENT:** Tenant shall not assign this Lease, nor underlet or sublet, or permit the Premises or any part thereof to be used by others, without Landlord's prior written consent in each instance, which consent may be given or withheld by Landlord in its sole discretion. This Lease may not be assigned by operation of law. Notwithstanding any permitted assignment, underletting or subletting of this Lease, Tenant shall remain liable hereunder for all Rent and Additional Rent coming due hereunder, for the balance of the Term.

20. **ACCESS TO PREMISES:** Tenant's access and use of the Premises is subject to the regulations and guidelines contained in Exhibit A. In the event the Landlord has a scheduled wedding, funeral or other church business, prior notice will be given to the Tenant for landlord's use of the ADA compliant bathrooms. With prior notice, Landlord, its agents, other tenants and invitees shall have the right to enter the Premises during Tenant's use for inspections, maintenance and other basic needs to maintain the premises. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any obligation, responsibility or liability whatsoever for the care, supervision or repair of the Premises or any part thereof other than as herein provided.

21. **NOTICE OF DEFAULT BY LANDLORD:** In the event of any act or omission by Landlord which would give Tenant the right to terminate this Lease by reason of constructive or partial or total eviction or otherwise, Tenant shall not be permitted to exercise any such right until Tenant: (a) is current in rent at the time of vacating the lease, (b) shall notify the Landlord of the intent to vacate ten (10) days before vacating the lease (c) provide the Landlord with the opportunity to ascertain that all of the Tenants personal property is removed and that the premises used by the Tenant are in good repair.

22. **DEFAULT:**

(a) **EVENTS OF DEFAULT.** If any one or more of the following events (herein sometimes called an "Event of Default" or "Events of Default") shall happen:

- (i) Failure to punctually pay the full amount of any Rent, Additional Rent or other charge due and owing under this Lease or any part hereof when and as the same shall become due and payable, and such failure continues for a period of five (5) days; or
- (ii) The failure to perform or comply with any of the agreements, terms, covenants or conditions in this Lease provided (other than those referred to in the foregoing subparagraph (i) of this Section) for a period of thirty (30) days; or
- (iii) If Tenant vacates the Premises or ceases conducting its activities from the Premises; or
- (iv) If Tenant changes its corporate structure, or changes its status as a nonstock, nonprofit corporation; or
- (v) If Tenant defaults upon any other agreement between the Landlord and Tenant; or
- (vi) If Tenant files a voluntary petition in bankruptcy or is adjudicated a bankrupt or insolvent, or files any petition or answer seeking any

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reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or federal, state or other bankruptcy or insolvency statute or law, or seeks or consents to or acquiesces in the appointment of any bankruptcy or insolvency trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties or of the Premises, and if such condition continues unremedied for a period of sixty (60) days; or

- (vii) If any proceeding against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future federal, state or other bankruptcy or insolvency statute or law is instituted, or if an action seeking the appointment of a trustee, liquidator or receiver is instituted against Tenant, and if such proceeding or appointment shall not have been dismissed, stayed or otherwise vacated within sixty (60) days thereafter; or
- (viii) If any money judgment is entered against Tenant by any plaintiff and is not otherwise stayed, appealed, or removed within sixty (60) days therefrom.

Upon the occurrence of and Event of Default, Landlord at any time thereafter may cancel and terminate this Lease upon written notice, whereupon the Term shall automatically expire and terminate on the date specified in such notice, which shall be not less than fifteen (15) days after the giving of such notice, and all rights of Tenant under this Lease, shall expire and terminate, however, Tenant shall remain liable as hereinafter provided for Base Rent and Additional Rent for the remainder of the Term, which obligation shall survive this Lease termination.

- (b) **TENANT'S LIABILITY** Landlord may, at its option upon an Event of Default, declare all of the Rent, Additional Rent and other charges due by Tenant at the time of termination immediately due and payable and may maintain an action to collect the same at any time.
- (c) **WAIVERS.** Tenant waives any and all rights of redemption or re-entry or repossession under present or future laws, to restore the operation of this Lease

23. **NO REPRESENTATIONS BY LANDLORD:** Landlord has made no representations or promises with respect to the Premises, except as herein expressly set forth. The use of the Premises by Tenant shall be conclusive evidence that Tenant accepts the same "AS IS" and that the Premises were in good and satisfactory condition at the time such possession was taken.

24. **END OF TERM:** Upon the expiration or termination of this Agreement, Tenant shall remove all of its property from the Premises and shall return all keys issued by Landlord. Tenant's obligation to observe or perform this covenant and to pay all items of Rent or Additional Rent as required hereunder shall survive the expiration or other termination of the Term of this Lease.

25. **NO WAIVER:** No provision of this Lease shall have been deemed to have been waived by Landlord, unless such waiver is in writing, signed by Landlord.

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26. **BILLS AND NOTICES:** Except as otherwise in this Lease provided, any notice shall be deemed sufficiently given if in writing delivered personally, email, or sent by mail, return receipt requested, to the party at the address of the party set forth in this Lease, or at such other address as either party hereto shall designate in writing.

27. **RULES AND REGULATIONS:** Tenant and Tenant's, employees, agents, visitors and licensees shall observe faithfully and comply strictly with such rules and regulations as Landlord or Landlord's agents may from time to time reasonably adopt.

28. **INVALIDITY OF PARTICULAR PROVISIONS:** If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

29. **PROVISIONS BINDING:** The conditions, covenants and agreements in this Lease contained to be kept and performed by the parties hereto shall be binding upon and inure to the benefit of said respective parties, their legal representatives, successors and assigns. This section shall not be construed to permit any assignment or subletting.

30. **SECURITY DEPOSIT:** N/A

31. **ESTOPPEL CERTIFICATES:** N/A

32. **INTERPRETATION:** For purposes hereof:

(a) If more than one person, partnership, entity or corporation or any combination of one or more of the same is set forth as Tenant herein, then the obligations imposed under this Lease upon the Tenant shall be joint and several.

(b) Any payment required to be made by the Tenant under the provisions of this Lease other than payments of the Monthly Rent shall be deemed to be Additional Rent hereunder.

(c) All Base Monthly Rent unpaid beyond five (5) days from the date due under this Lease, shall be due and payable by Tenant to the Landlord with interest thereon from the date when the particular amount(s) became payable under the provisions of this Lease to the date of payment thereof to the Landlord at the rate of five percent (5%) per annum during the time the overdue payment or any portion thereof remains unpaid.

(d) This Lease shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia, and the parties hereto further agree, that for the purposes of any litigation arising between the parties hereto, the venue for any action shall be in Fairfax County, Commonwealth of Virginia.

33. **TERMINATION.** Notwithstanding anything in this Lease to the contrary, the Landlord may terminate this Lease, at any time, for cause.

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34. **ENTIRE AGREEMENT:** It is understood and agreed by the parties hereto that this Lease shall constitute the only agreement between them relative to the Premises and that no oral statements and no prior written matter extrinsic to this instrument shall have any force or effect. This Lease may not be modified except by writing, subscribed by both parties.

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IN WITNESS WHEREOF, Landlord and Tenant have respectively caused this Lease to be executed by their duly authorized representatives as of the day and year first above written.

LANDLORD

ST. MARTIN DE PORRES EPISCOPAL CHURCH

By: _____

Name(printed): _____

Its: _____

TENANT

ORGANIZATION NAME

By: _____

Name(printed): _____

Its: _____

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Exhibit A

DESCRIPTION OF PREMISES USAGE AND TENANT'S USE OF PREMISES

Tenant's use of the Premises includes the right to use, in common with the Landlord and any other tenants, all common areas of the Premises, unless otherwise provided herein.

1. Space occupied by Tenant and time frame.

The following buildings/rooms have been agreed upon by this lease:

Exclusive use **NAME THE AREAS THAT ORGANIZATION WILL RENT**

List areas that are shared and not considered exclusive use that organization will rent—**IDENTIFY AS APPROPRIATE**

Tenant will not conduct activities near the front of the church or in the courtyard without prior approval from Landlord.

2. Storage Space.

Tenant may, at its expense, maintain an outside storage pod or other storage unit acceptable to the Landlord on the property at a location designated by Landlord. Exclusive use name the areas that organization will rent exclusively—**RETAIN AS APPROPRIATE OR INDICATE "N/A"**

3. Shared Space during occupied hours. **ADD AREAS AS APPROPRIATE OR INDICATE "N/A"**

The shared space includes the **EXPLAIN THE AREAS OF SHARED SPACE** and other mutually agreed upon times necessary for Church business.

Parking Lot. Parking is shared **EXPLAIN SHARED AREA OF PARKING** and the Landlord during church activities. Landlord or its agents shall not be liable for any damage to Tenant's vehicles or property contained therein, nor for the loss or damage to any property of Tenant, by theft or otherwise.

4. Rules and Regulations (Facility Use Policy <https://www.stmartinalex.org/facility-use-and-rental>)

- (a) Restricted Hours – In compliance with the Fairfax County residential noise ordinance, no events will be held after 9 p.m. on St. Mark's campus.
- (b) Advertising – St. Martin de Porres Episcopal Church's name will not be used by any group or organization in any manner, written or oral, without permission of the Rector or the Senior or Junior Warden.
- (c) Youth Supervision –Tenant will comply with any guidelines established by the Episcopal Church or Landlord relating to the supervision of minors while on church property. The Safe Church,

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Safe Communities Policy is located on the Landlord's website:

<https://www.stmartinalex.org/church-policies>.

- (d) Alcohol and Smoking Policy – The Tenant must adhere to the Landlord's Alcohol and Drug Use Policy and Smoking Policy both located on the Landlord's website:
<https://www.stmartinalex.org/church-policies>
 - (e) Internet Usage – If Tenant maintains internet services for its use under the terms of this Lease, Tenant must adhere to Landlord's Internet, Social Media and Digital Communications Policy located on the Landlord's website: <https://www.stmartinalex.org/church-policies>
 - (f) Pets – No pets are allowed except for service animals or approved support animals for persons with disabilities.
 - (g) Maintenance Issues – The tenant will give prompt notice to Landlord of any accidents to or defects in plumbing, electrical fixtures, or heating apparatus so that such accidents or defects may be attended to properly and promptly.
 - (h) Parking – Parking is available on a first come, first-serve basis. Any damage to vehicles is at the owner's expense. Landlord is not responsible for theft or damage to personal property.
 - (i) Plumbing Fixtures – The rest rooms, toilets, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever, including, but not limited to coffee grounds and "disposable" or non-disposable wipes shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from the violation of the rule shall be borne by the Tenant.
- 5. Building Keys** – Landlord will provide an agreed upon number of keys, which Tenant will return to Landlord upon the termination of this agreement.

6. Security.

The Tenant must make certain the Premises is secured at the conclusion of its designated use. Securing the Premises includes completing building lockup Checklist/Map (Exhibit C).

7. Furnishings, Decoration, Equipment, Signage

- a. Any visible signage and location will need to be approved by Landlord and comply with Fairfax County ordinances and regulations.
 - i. Signs will not be placed on any exterior door, wall or window of the Premises without Landlord's prior written consent and the approval of the local county code. Thereafter, Tenant agrees to maintain signage as approved by Landlord in good condition and repair.
 - ii. Signage should be easy to read, proportional to the space it occupies, clear and appropriate for a church property.
 - iii. Permanent signage will not be larger than 24" high and 60" wide. Temporary signage (i.e., banners for events) will be allowed with Landlord approval.
 - iv. Upon vacating the Premises, Tenant agrees to remove all signs and to repair all damage caused or resulting from such removal.

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- b. Tenant will provide their own furnishings

8. Use of Space and Rooms at Times other than agreed upon time.

In addition to the Premises the Tenant may request use of additional facilities of Landlord that are not part of the Premises by written request to the Church Administrator. The Church Administrator does not have approval authority but will work with Tenant's designated contact to seek permission for facility use that is not part of the Premises. Landlord, at its sole discretion, may require amendment of the current Lease Agreement.

9. Communication

Landlord and Tenant agree that a person designated by each will be designated to facilitate communication and coordinate the proper use of the Premises, as herein defined, and to deal with any other issues that arise.

10. Fees and Unexpected Fees

- (a) Cleaning - Tenant shall keep the Premises clean during its use and remove all of its trash. If Tenant fails to do so, then Landlord may perform such cleanup and charge the cleanup costs to Tenant, as Additional Rent.
- (b) Snow Removal – Tenant is responsible for snow removal as necessary for its use of the Premises during the week. Landlord will pay for snow removal on weekends when snow could impact Landlord's Sunday worship, wedding, funeral or special event.
- (c) Breakage – It is expected the Tenant to exercise care and judgment in such use in order to prevent defacement, damage, or breakage. The Tenant will be responsible for paying costs incurred by the Landlord in cleaning, repairing, or replacing any part of the Premises including but not limited to its furnishings and equipment which, in the judgment of the Junior Warden, has been carelessly or irresponsibly subjected to more than normal wear and tear by the Tenant. Tenant property damage which would require costly repairs, includes, but is not limited to, gaping holes in walls, doors ripped off hinges, broken windows, missing fixtures that were originally installed.
- (d) Utilities – It is expected that Tenant will exercise care and judgment in the use of utilities in order to prevent extra expense, including any damage or breakage of electric, water, and HVAC systems. The Tenant will be responsible for paying costs incurred by Landlord in excess utilities costs. The Landlord will assess the excess based on consumption, such as water consumption exceeds 6,000 gallons above previous quarter, average electricity is 20% more than previous month or average gas is 20% more than previous month.

(THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK)

The following pages reflect Exhibits B, C, D & E for Olivet and for St Marks Campuses. Remove the exhibit for the specific campus that does not apply for the lease agreement.

YEARLY LEASE AGREEMENT

Use this form when an organization uses church space for multiple days, hours throughout the year.
(note: if tenant is not a non-profit, the property may be subject to property taxes.)

Exhibit B FOR OLIVET CAMPUS

Building Lock-up Checklist

The following points of inspection are required to be conducted by the Tenant at the conclusion of their use of the Premises. The following entrances shall be locked unless otherwise noted.

1957 Building

Main Double Doors – 3 locations

Back Door – Low

Back Door – High

Note – All windows shall be shut and latched and lights turned off in classrooms, hallways, nave, Undercroft, etc. and bathrooms in all three buildings (except lights that are controlled by sensors or are not controlled by publicly accessible switches).

YEARLY LEASE AGREEMENT

Use this form when an organization uses church space for multiple days, hours throughout the year.

(note: if tenant is not a non-profit, the property may be subject to property taxes.)

EXHIBIT C for OLIVET CAMPUS

Locking and Unlocking Doors in the Premises

GENERAL NOTES:

All doors for the Simpson Room, Admin Building and Chapel use keys. Please verify that the doors are locked before leaving.

EXHIBIT D for OLIVET CAMPUS

Emergency Cutoffs in the Premises

WHAT ARE THE EMERGENCY CUTOFFS for the Simpson, Admin and Chapel?????

YEARLY LEASE AGREEMENT

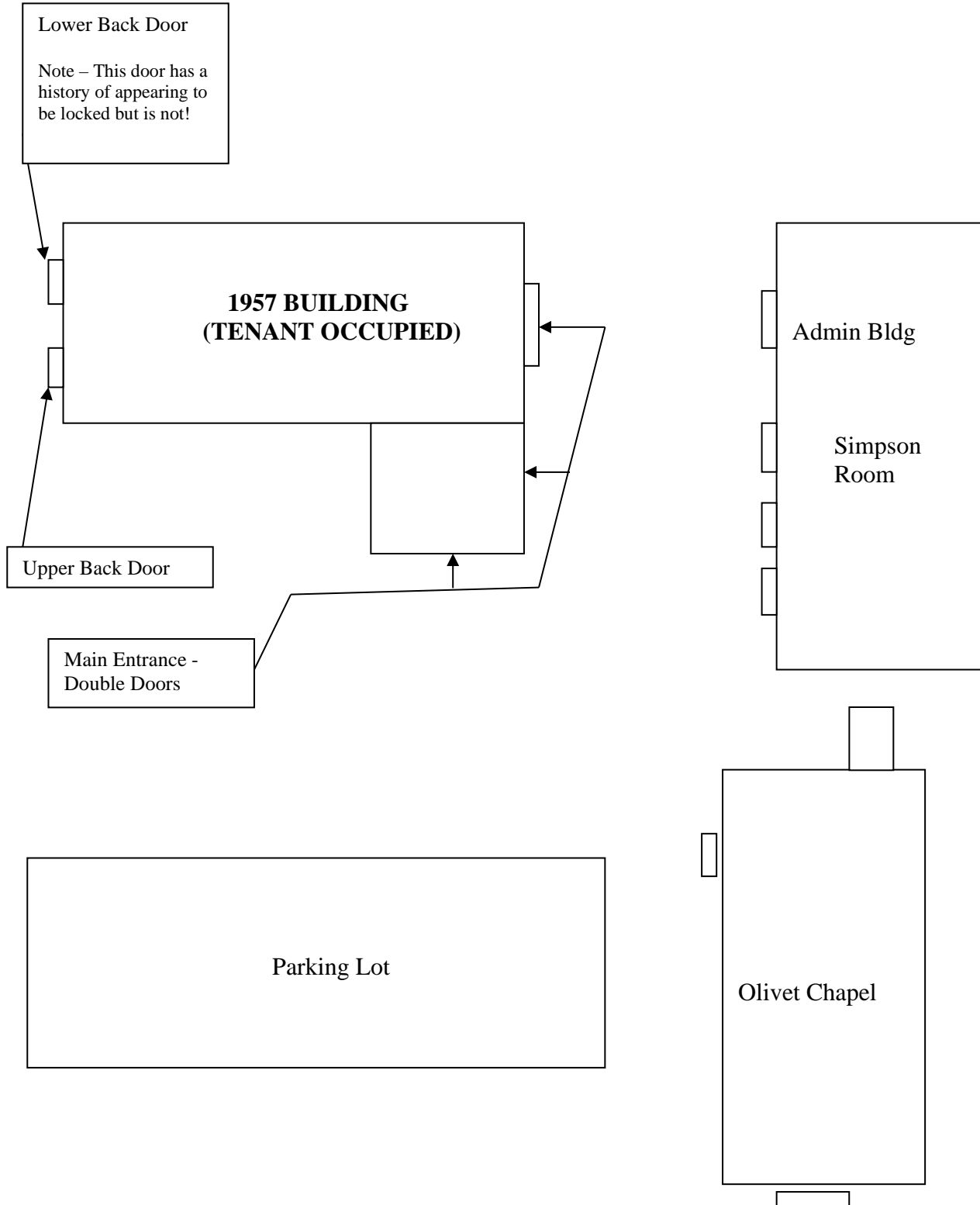
Use this form when an organization uses church space for multiple days, hours throughout the year.

(note: if tenant is not a non-profit, the property may be subject to property taxes.)

EXHIBIT E for OLIVET CAMPUS

Facilities/Building Map

“Door Locations”



YEARLY LEASE AGREEMENT

Use this form when an organization uses church space for multiple days, hours throughout the year.

(note: if tenant is not a non-profit, the property may be subject to property taxes.)

Exhibit B for ST MARKS CAMPUS

Building Lock-up Checklist

The following points of inspection are required to be conducted by the Tenant at the conclusion of their use of the Premises. The following entrances shall be locked unless otherwise noted.

Narthex Doors

Main Double Doors

Narthex Back Door

Emergency Exit Door in Parish Hall

Kitchen Door

Back Ramp Door

Back Playground Door

Note – All windows shall be shut and latched and lights turned off in class rooms, hallways, Sanctuary, Narthex, Parish Hall, Kitchen, etc. and bathrooms (except lights that are controlled by sensors or are not controlled by publicly accessible switches).

YEARLY LEASE AGREEMENT

Use this form when an organization uses church space for multiple days, hours throughout the year.

(note: if tenant is not a non-profit, the property may be subject to property taxes.)

EXHIBIT C for ST MARKS CAMPUS

Locking and Unlocking Doors in the Premises

GENERAL NOTES: The door keys allow entry and the doors will lock behind you. To have the doors fully open, the “CRASH BARS” need to be locked open.

CRASH BARS: The procedure is the same for all CRASH BARS.

TO FULLY UNLOCK: depress the CRASH BAR, slide the wooden bracket over it to hold the CRASH BAR down and keep the door unlocked and open.

TO FULLY LOCK: Slide the wooden bracket back to the side, releasing the CRASH BAR. Make sure the door is securely locked by pushing on it from the inside or pulling on it from the outside. If it is not locked or the locking mechanism is not engaging, use the door key to ensure it is locked.

EXHIBIT D for ST MARKS CAMPUS

Emergency Cutoffs in the Premises

Furnaces for Parish Hall and Narthex are located in the attic above the chairs/tables storage room.

Furnace for the Kitchen is in the utility room outside next to the kitchen door.

Furnaces for the Sanctuary and Education Hall are in the basement.

Sump Pumps are in the basement.

Breakers: Kitchen panel is in the utility room outside next to the kitchen door. Breakers for other areas are in vesting room, education wing and basement.

Water Heater is in the basement.

YEARLY LEASE AGREEMENT

Use this form when an organization uses church space for multiple days, hours throughout the year.

(note: if tenant is not a non-profit, the property may be subject to property taxes.)

EXHIBIT E for ST MARKS CAMPUS

Facilities/Building Map

“Door Locations”

