

SOUTHMINSTER CHURCH FACILITY LEASE AGREEMENT

This Lease Agreement is hereby executed by and between SOUTHMINSTER PRESBYTERIAN CHURCH, INC., a not-for-profit Wisconsin corporation located at 200 Richard Street, Waukesha, Wisconsin 53189 (hereafter known as "SOUTHMINSTER" or "Lessor"), and _____ of _____ ("Lessee"), for the Lease of a particular facility on the Church's Premises on the following terms and conditions:

Whereas, Lessee seeks to lease the use of a particular facility of SOUTHMINSTER's Premises (the "Premises") for an Event (the "Event" or "Events") at a certain date and time, either for a single use or for periodic/recurring usages, and

Whereas, SOUTHMINSTER consents to leasing the designated facility to Lessee provided the Lessee complies with the following terms and conditions.

1. Procedure: Permission to lease and use the facility, including the kitchen, first must be requested in writing (including e-mail, fax) from the Chairperson of the Property Committee. Upon the Chairperson's recommendation, the Lease will be forwarded to the Pastor (or Church Administrator) for final acceptance and signature.
2. Leased Facility: The facilities to be leased and provided are:
 - Nelson Hall & restrooms
 - Kitchen
 - Lobby (Narthex)
 - Classrooms (identify which rooms) _____.
 - Parking Lot
 - Outdoor Yard
 - Other (identify) _____.
3. Approved Areas: The sectors of the Premises checked above constitute the "Approved Areas" for Lessee's Event. No other areas or facilities of the Premises shall be used without consent. A map of the Premises map showing the location of the "Approved Areas" is attached hereto as *Exhibit A*.
4. Lease Date(s): _____.
5. Time: The Event will start at _____ am/pm and conclude by _____ am/pm.
6. Entry: Lessee may enter the Premises __ () hours prior to the commencement of the Lessee's Event and must vacate the Premises within __ () hours after the conclusion of the Event, but not before the Premises have been cleaned and restored to their prior condition.
7. Lease Purpose: _____ .
8. Number of Persons Attending: Adults _____; Children _____.
9. Fee and Payment: The Fee for the Event shall be \$_____. One-half shall be paid at the time the reservation is made. The remaining balance shall be paid at least five (5) business days prior to the Event. The Advance Deposit shall be refunded if the Lessee cancels its Event at least ten (10) business days in advance. For recurring Events, the Fee shall be paid in advance by the first day of the month.
10. Deposit: An Advance Deposit of fifty percent (50%) of the Fee shall be paid at the time the Reservation is made. No Reservation shall be considered "accepted" until the Advance Deposit is received and the Agreement is signed by the Pastor or other Church official. For recurring Events, the Advance Deposit shall be the amount of one month's Fees, which may be held by the Church as a security deposit.

11. Priority of Church Mission. Lessee agrees that Church functions (e.g., funerals) have priority and may cause the Lessee's engagement to be amended or rescheduled. SOUTHMINSTER shall make every reasonable effort to accommodate Lessee and minimize any disruption.
12. Termination for Cause. SOUTHMINSTER reserves the right to cancel the Event, in its sole discretion, without recourse or liability, if the Event involves activities that are considered antithetical, degrading or defamatory to the mission and purpose of a Christian church or the integrity and reputation of SOUTHMINSTER. Any such cancellation shall be executed by a majority vote of the Session, SOUTHMINSTER's governing body.
13. Insufficient Funds: If the payment for the Reservation is by check on an account with insufficient funds, the Reservation shall be revoked and cancelled immediately. The Lessee may apply for reinstatement of the Reservation, if the time is still available, by making advance payment in full of the Fee plus a \$25 penalty and responding to all other reasonable requests of the Property Committee.
14. Condition of Premises. Lessee accepts the Premises in their "as is" condition. At the conclusion of the Event, Lessee shall return the Premises to SOUTHMINSTER in essentially the same condition as received, with only fair-wear-and-tear excepted. Damages to the Premises caused by Lessee or its representative or guests shall be invoiced to the Lessee (or person executing this Agreement) and paid within ten (10) business days of the date of the invoice.
15. Limit of Liability. SOUTHMINSTER's liability to Lessee or its representatives or guests for any purpose is limited to the amount of the Fee paid by Lessee for the use of the Premises for the particular Event. Lessor shall not be liable to Lessee or any of its representatives or guests for an injury or loss incurred on the Premises related to an Event, even if notice was received.
16. Insurance. The obligations of insurance are mutual. SOUTHMINSTER maintains insurance against fire, vandalism, malicious mischief and other perils. For the Event(s), Lessee shall have (a) a policy of general liability insurance coverage covering its use of the Premises, with a combined single limit of not less than \$1,000,000, and (b) insurance against fire, vandalism, malicious mischief and other perils for full replacement value. Lessee must provide a Certificate of Insurance for the event(s) acceptable to the Property Committee. (Insurance for the event may be obtained from a local insurance broker, such as Couri Insurance or the Leticia Guzman Agency.)
17. Indemnification. Lessee shall at all times indemnify, defend and hold SOUTHMINSTER harmless from all loss, liability, costs, damages and expenses that may occur or be claimed with respect to any person or persons, or property on or about the Premises.
18. Entire Agreement. This Lease and all exhibits constitute the entire agreement of the parties, superseding all prior agreements and understandings. It may be amended only by the mutual written consent of the parties. If any term shall be invalid, the remainder of this Lease shall not be affected. This Lease shall be construed under the laws of Wisconsin, and venue for any dispute shall be limited to the Waukesha County Circuit Court. Time is of the essence in this Lease Agreement.
19. Rules. Lessee and its agents and guests shall abide by the "Church Use Guidelines and Regulations," attached hereto as *Exhibit B*, as well as all laws and municipal ordinances.

Check Request	Room	User Fee
	Nelson Hall for less than 100 persons	\$250
	Nelson Hall for more than 100 persons	\$350
	1 st Floor Class/Meeting/Conference Rooms (specify room number)	\$50
	Lower Level Class/Meeting Rooms	\$30
	Nursery	\$40
	Sanctuary	\$50
	Kitchen use for meal preparation (<i>includes use of any of the following: stove, ovens, refrig, sinks, dishwasher, coffee pots, dinnerware, flatware</i>)	\$150
	Kitchen use for coffee and snack preparation (<i>includes use of coffee pots</i>)	\$50
	Weekly meeting groups (paid monthly)	\$45
	Custodial Fee (<i>10% of total rental fee</i>)	10% of total
	Outdoor Chapel (added)	\$200

Check Request	Equipment- <i>*Attach a diagram/description if set-up is needed</i> Includes set-up and take-down	User Fee
	Audio/Visual Use & Technician	\$50
	Event Facilitator	\$100/day

What Church Services are needed? Costs to be negotiated	Check here
Advertising – Do you want us to promote event to congregation?	
Office help- printing, mailing, answering inquiries?	
Nursery care?	
Church guides or ushers?	
Other Help: specify here:	
Who is responsible for clean up?	
Do you need someone to open up? Time _____ Lock up?	

LESSOR (“SOUTHMINSTER”)

LESSEE

**SOUTHMINSTER UNITED
PRESBYTERIAN CHURCH, INC.**

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____, 201_

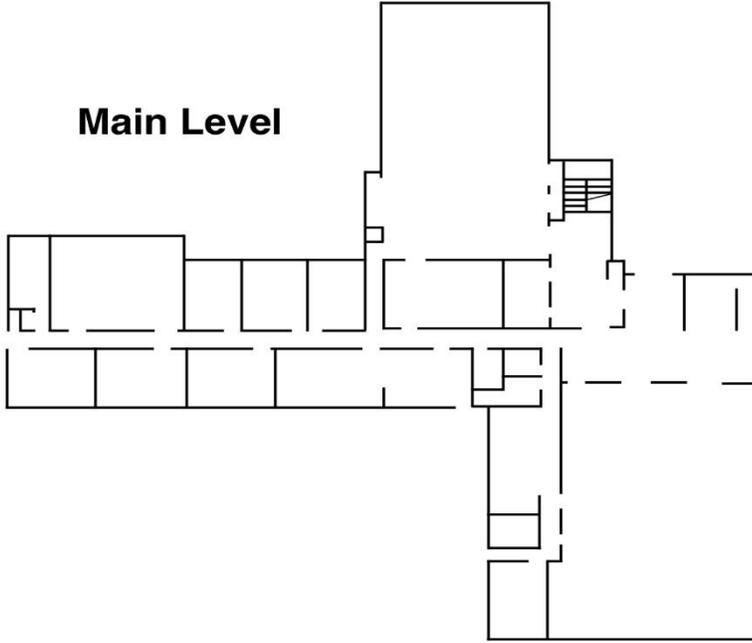
Date: _____, 201_

EXHIBIT A

FACILITY MAP SHOWING "APPROVED AREAS"

REMOVE / CROSS OUT UN-APPROVED AREAS

Main Level



Lower Level

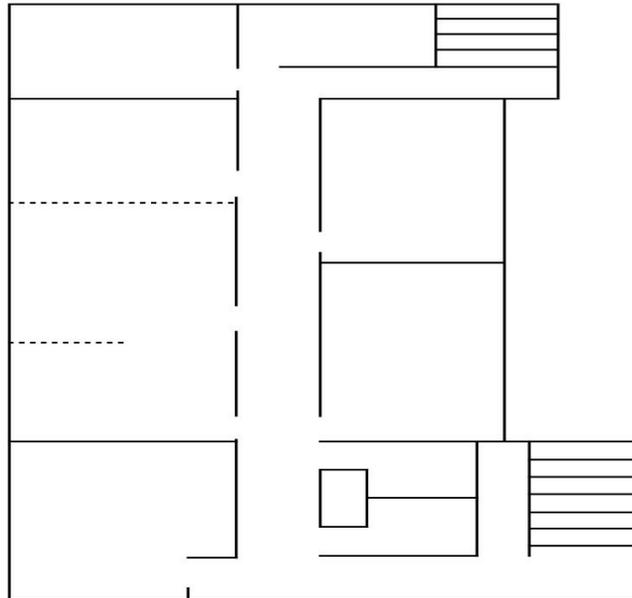


EXHIBIT B

CHURCH USE GUIDELINES AND REGULATIONS

1. Access arrangements will be provided by the Church office prior to the Event. An Event Facilitator will be present to open and close the facility, provide assistance and to supervise clean-up activities.
2. SOUTHMINSTER’S Premises are alcohol-free and smoke-free at all times.
3. Illicit drug abuse and other illegal or immoral activities are not permitted.
4. When children are present, parents/supervisors are responsible for their care and safety. All guest activities are restricted to the “Approved Areas.”
5. Only designated entrances and exits shall be used.
6. Lessee agrees that SOUTHMINSTER shall not be held responsible for bodily injury or harm incurred by any guests while using or on the Premises for a non-congregational event.
7. Kitchen use must comply with the Kitchen Guidelines that are posted in the Kitchen.
8. At the conclusion of the Event:
 - The Kitchen area must be cleaned by the Lessee to meet the health standards of the Waukesha County Health Department.
 - All facilities shall be restored to clean conditions by the Lessee as before the Event or as otherwise agreed.
 - All doors and windows shall be locked and lights turned off.
9. All requests for recurring usage (weekly, monthly) must be approved in advance by the Property Committee, on an annual basis.

Contacts: Church office- 262 547-5100. Property Committee Chairperson (Don Elliott) – 262 352-7174.

Balance of \$ _____ is due one week before Event.

Lessee’s Initials _____

Approved by: _____
____/____/____

Date of Approval: ____/____/____

Total Fees Due: \$_____

Pre-Paid on ____/____/____ \$_____

Received by _____

Check # ____ & Date Rec’d