

LEASE AGREEMENT

THIS LEASE is hereby made and entered into on this the ____ day of _____, 20____, by and between Appalachia Service Project, Inc., hereinafter called "Lessee," and _____, hereinafter called "Lessor."

WITNESSETH:

Lessor, for and in consideration of the rents, covenants, agreements and conditions herein contained, does hereby lease and demise unto Lessee, for the term hereinafter specified, the Premises (as defined below) named _____ and situated in _____ County, __ together with all appurtenances. The covenants, terms and conditions of this Lease are, and Lessor and Lessee agree as follows:

1. **Term.** Lessee shall be entitled to occupy the Premises for the period beginning _____
2. **Rent.** Lessee agrees to pay, without demand, to Lessor as rent for the Premises the sum of \$5,000; such sum shall be paid in full, by check payable to the order of _____ on or before the last day of the term of this Lease. Rent shall be delivered to payee at the following mailing address:

Facility 911 Address:

3. **Use of Premises.** The Premises shall be used as temporary housing, dining, recreation, parking and showering accommodations for adult-supervised church youth groups, hosted by Lessee in the Breathitt County, KY area. Lessor shall provide:
 - i. Seven classrooms (or gymnasium or equivalent space) as a sleeping area for volunteers
 - a. Lessee can house up to 100 volunteers in this sleeping space, which will have a minimum of 35 ft² of floor space available per volunteer.
 - b. Lessee will be able to temporarily mark a 44 inch wide aisle on the floor in the sleeping quarters as a walking aisle.
 - ii. Two classrooms (or equivalent space) for office and as a sleeping area for staff.
 - iii. Showering facilities for both genders. If the premises do not have a minimum of 2 working showerheads for each gender, the lessee shall be allowed to construct temporary outdoor showers in a mutually agreeable location.
 - iv. Bathroom facilities for both genders
 - a. A minimum of 3 toilets for females (one toilet per 20 total people).
 - b. A minimum of 3 toilets for males (one toilet per 20 total people).
 - v. A kitchen and dining area. The lessor is responsible for ensuring the kitchen passes local health codes.
 - vi. A general meeting area (which may be the dining area).
 - vii. Adequate off-street parking.
 - viii. A designated area for building supplies.

Appalachia Service Project
4523 Bristol Highway
Johnson City, TN 37601
(423) 854-8800 Phone
(423) 854-9771 Fax
ASPHome.org

Initials: _____

A diagram of the Premises is attached to this Lease as Exhibit A. If there are any portions of the facility in which the Premises are located which are "off limits" to Lessee, its agents, employees, invitees and guests, then this shall be indicated on the diagram as well.

4. **Employment of Cooking Staff.** Arrangements for kitchen and cafeteria facilities are to be arranged with the Facility Manager (who is _____, and may be contacted at _____) and cooks. Lessee shall employ, if possible, cooks who normally work for Lessor to work in Lessor's kitchen preparing breakfast and dinner from Sunday evening through Friday evening. Lessor agrees to provide the name and contact information for these cooks. If Lessor does not normally employ cooks, Lessee shall employ cooks, reasonably acceptable to Lessor, to prepare meals in the kitchen portion of the Premises.

5. **Assignment and Subletting.** Without the prior written consent of Lessor, Lessee shall not assign this Lease, or sublet or grant any concession or license to use the Premises, or any part thereof. An assignment, subletting, concession or license without Lessor's prior written consent shall be void.

6. **Alterations and Improvements.** Lessee shall make no alterations, additions or improvements to the leased property without Lessor's prior written consent.

7. **Maintenance and Repair.** Lessor shall ensure that the Premises shall at all times be in compliance with all local, county, state and federal laws/regulations/ordinances ("Laws"). If the Premises are not in compliance with all Laws at any time during the term of this Lease, then except as provided in the paragraphs below, Lessor shall cure any such defects and bring the Premises into compliance with all Laws within 3 days.

Should the portion of the Premises used as a sleeping area become unsuitable due to infestation, Lessor agrees to provide a suitable alternate area for sleeping until the defect can be cured. If a suitable alternate area is not available within the facility of which the Premises are a part, or, in addition, if there is a fire or other casualty which renders the Premises unsuitable for Lessee to use, then in either event, Lessor shall, at its sole cost and expense, provide suitable alternate accommodations, which may be located by either party, but must be approved by Lessee. Lessor shall be obligated to maintain the Premises in good repair during the term of this Lease, and shall promptly perform any repairs to the Premises upon notice of the same.

In the event Lessor fails to maintain the property in good repair and/or in the event Lessor fails to keep the property free of bats, rodents, or other pests, and/or fails to provide a suitable alternate area for sleeping should the portion of the Premises used as a sleeping area become unsuitable, Lessee may treat said failure as a breach of this Agreement. Provided however, Lessee shall have the option, in Lessee's sole discretion, to make repairs and/or eradicate bats, rodents, or other pests from the Premises. Should Lessee elect to take such affirmative action, Lessor shall reimburse Lessee for any and all expenses incurred in performing repairs and/or in eradicating bats, rodents, or other pests from the Premises. This provision shall not be construed to create an affirmative duty in Lessee to make repairs and/or eradicate bats, rodents, or other pests from the Premises and shall in no way be construed as a waiver of Lessee's rights under this Agreement.

Lessee agrees to pay Lessor for any and all loss or damages to the Premises caused by the negligence of Lessee or its employees, agents, visitors, guests, or anyone else under the control of Lessee. Lessee shall promptly notify Lessor of any accident on or defect in the Premises.

Lessee shall keep the Premises in a clean and orderly manner. Prior to the commencement of the term of this Lease, Lessee and Lessor shall inspect the Premises together and agree on any problems which need to be corrected or noted.

Lessor shall provide the name and contact information for two (2) persons who may be contacted in the event of an issue with the facility.

Name_____ Phone number_____

Name_____ Phone number_____

8. **Utilities.** Lessor shall be responsible for payment of all utilities, including but not limited to electricity, gas, water and basic telephone service. Should Lessee utilize one of Lessor's telephones which are located in the Premises, Lessee agrees to reimburse Lessor for all long distance phone charges incurred by Lessee or its agents and employees, but will not be responsible for existing user's fees. If no phone is available, Lessee will be permitted to have one installed, at Lessee's expense, for the term of this Lease. Lessee agrees to be responsible for all long distance phone charges incurred by it or its agents and employees.

9. **Surrender of Premises.** At the termination or expiration of this Lease, Lessee shall quit and surrender the Premises in broom clean condition, ordinary wear and tear, casualty and conditions attributable to Lessor's responsibility as outlined in Paragraph 7 excepted.

10. **Default.** If any default is made in the payment of rent, at the time specified, and Lessee does not pay all amounts due and owing within thirty (30) days of said default, then this Lease, at Lessor's option, shall terminate and be forfeited, and Lessee shall vacate the Premises without further notice or demand. If any default is made in the performance of or compliance with any other term or condition of this Lease, then Lessor shall notify Lessee of the same, and Lessee shall have thirty (30) days within which to cure, or commence to cure, the default. In the event Lessee fails to cure or commence to cure the default within such thirty (30) day period, this Lease, at the option of Lessor, shall terminate and be forfeited, and Lessee shall vacate the Premises without further demand or notice by Lessor, Upon reentry by Lessor pursuant to the terms of this Paragraph 10, Lessor may take possession of the Premises without in any way being liable to Lessee.

11. **Right of Inspection.** Lessor and Lessor's agents shall have the right at all reasonable times during the term to enter the Premises for the purpose of inspecting and repairing the Premises.

12. **Taxes and Insurance.** Lessor shall be responsible for paying all real property taxes and assessments on the Premises, and for providing fire and liability insurance on the Premises. Lessee shall be responsible for providing insurance on Lessee's personal property, and Lessor shall not be responsible for loss of any such property owned by Lessee except for that caused by Lessor's willful or negligent actions or omissions to act. Lessee shall be responsible for maintaining any insurance to cover liability arising from its use and/or activities on the Premises.

13. **Exclusive Possession.** During the term of this Lease, Lessee shall have exclusive possession of the Premises, subject to Lessor's rights described in Paragraph 11 of this Lease. So long as Lessee performs all of its obligations under this Lease, Lessee shall peaceably and quietly have, hold and enjoy the Premises without hindrance, ejection or molestation by Lessor or any person claiming through Lessor. If during the term of this Lease, Lessor requires Lessee to change rooms or locations within Premises as originally defined by exhibit A in Section 3, Lessor shall provide 3 days prior notice to Lessee.

Initials: _____

14. **Entire Contract.** The entire contract between the parties is contained in this instrument. This Contract may be amended, modified, abandoned, or otherwise altered only by the mutual agreement of both parties as evidenced in writing.

15. **Authorization.** The persons executing this Lease are each authorized to bind Lessor and Lessee, respectively.

16. **Rules and Regulations.** If Lessor has any rules and/or regulations regarding the possession of the Premises by Lessee, they shall be attached to this Lease as Exhibit B.

17. **Governing Law.** This Lease shall be governed by the law of the State in which the Premises is located.

IN WITNESS WHEREOF, the parties have executed this Lease on this the ____ day of _____ 20____.

LESSOR:

BY: _____

TITLE: _____

LESSEE:

BY: _____

TITLE: Chief Ministries Officer, Appalachia Service Project

APPENDIX I

This appendix pertains to facilities where Lessor has granted Lessee permission to use Lessor's internet access.

WITNESSETH:

1. **Permission.** Lessor grants Lessee permission to use Lessor's internet access for the term of the lease.

2. **Conditions.** Lessee agrees that the internet access will only be used by Lessee's employees. The internet shall not be used to access inappropriate or illegal web sites or materials. Only computer equipment owned by Lessee will be utilized by Lessee's staff for internet access. In no instance will Lessee's staff cause any information or program to be loaded onto any of Lessor's computer equipment. Lessee agrees to not engage in any activity that will subject Lessor's computer equipment to any risk, or to incur any cost to Lessor.

Lessor's IT Staff to contact during internet Set-Up:

Name: _____

Phone Number: _____

Email Address: _____

IN WITNESS WHEREOF, the parties have executed this Lease on this the ____ day of _____ 20____.

LESSOR:

BY: _____

TITLE: _____

LESSEE:

BY: _____

TITLE: Chief Ministries Officer, Appalachia Service Project