

SPACE USE AGREEMENT

THIS SPACE USE AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 20____, by and between _____, an Episcopal congregation corporation of the Diocese of New Jersey, having an address at _____ ("Owner"), and _____, having an address at _____ ("User").

WITNESSETH:

WHEREAS, Owner owns that certain real property and the improvements and facilities constructed thereon (the "Building"); and

WHEREAS, User desires to use portions of the Building as described in this Agreement; and

WHEREAS, Owner, upon the terms, covenants and conditions contained in this Agreement, is willing to authorize and permit User to have access to and utilize the Building;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, Owner and User agree as follows:

1. Areas to be Used. Subject to further designation by the Vestry of Owner, User shall have access to rooms in the Building as marked below:

Auditorium	_____	Class Room Nos.	_____
Chapel	_____	Library	_____
Parish Hall	_____	Other (specify)	_____
Kitchen	_____		

Except for hallways and rest room facilities, User shall not use any other rooms in the Building.

2. Availability. The rooms designated above shall be available to User as follows:
 - a. On _____, 20____ from

_____ .m. until _____ .m.;

b. On each _____, beginning _____
_____, 20__ from _____ .m. until
_____ .m. through and including _____
_____, 20__.

3. Fees. Owner has consented to allow the use of the Building to User during the time or times specified above. However, User shall reimburse Owner for certain utility and janitorial services and for other fees and expenses related to User's use of the Building. Owner and User recognize that the actual amount of such fees will vary from month to month and may be difficult to quantify. Therefore, based on reasonable estimates agreed to by Owner and User, User shall pay to Owner by the ___th day of each month, a user fee of _____ Dollars (\$_____). The user fee shall be payable to Owner at the address first set forth in this Agreement. User shall leave the Building in a clean and tidy condition. If User leaves the Building in an unclean condition, a cleaning fee in the amount of _____ Dollars (\$_____) shall be assessed. Thereafter, User's use of the Building will be restricted until the cleaning fee is paid and the matter is resolved.

4. Representatives. For purposes of administering this Agreement, Owner and User designate the following individuals as their respective representatives to answer questions and to receive, from time to time, information and notices pertaining to this Agreement:

a. Owner: _____
Work Telephone: _____
Cell Telephone: _____

c. User: _____

Work Telephone: _____
Cell Telephone: _____

5. Insurance. Owner shall not be responsible for lost or stolen property of, or injuries or damage to, User or any member, guest or invitee of User utilizing the Building or its facilities whether inside or outside of the Building. User shall deliver to Owner before making any use of the Building, and shall maintain during the term of this Agreement, a certificate of insurance or policy of insurance for liability and property damage insurance relating to User and its activities and operation. The certificate or policy of insurance shall be issued by an insurance carrier licensed to do business in the State of New Jersey and reasonably acceptable to Owner. The policy shall provide insurance protection with limits of not less than One Million and No/100ths Dollars (\$1,000,000.00) per person and One Million and No/100ths Dollars (\$1,000,000.00) per occurrence for damage or injury to persons, and Five Hundred Thousand and No/100ths Dollars (\$500,000.00) per occurrence for property damage. The certificate or policy shall list Owner as named insured.

6. Indemnification. User shall indemnify and hold Owner and its officers, trustees, employees, affiliates and agents, harmless from and against all loss, cost, claim, liability, damage or expense, including, without limitation, attorneys' fees and costs, arising from or associated with any injury or damage to person or property relating to or arising out of User's use of the Building. If any taxes or fees are assessed against Owner as a result of User's occupancy of the Building, then User shall pay before delinquency any such tax or fee.

7. Covenants of User. User covenants with Owner that:

a. User shall use the Building for _____
_____ [example: religious worship, fellowship and educational] purposes only and only on the day or days and during the hours indicated above.

b. User shall be provided _____ (_____) sets of the keys to the Building. User shall deliver to Owner a key deposit of _____ [usual is Ten to Twenty] Dollars (\$_____) for each set of keys made available to

User. User shall not allow additional sets of such keys to be made or distributed to User's members without the prior written consent of Owner. User shall return all such keys to Owner upon the expiration or earlier termination of this Agreement. Owner shall return the key deposit to User upon return of the keys.

c. User shall cooperate with Owner in maintaining the Building as a place of worship and as a center for learning, recreation and mutual support and fellowship for congregation members, guests and invitees. User shall not interfere with Owner's use of the Building or that of its other guests and invitees.

d. User shall abide by any other rules posted or distributed by Owner relating to the use of the Building.

e. User shall not assign this Agreement without the prior written consent of Owner.

f. User's representative identified in paragraph 4 above, or their designee, shall remain at the Building until User's function is completed and shall be responsible for locking the Building and for complying with the rules of use of the Building. [**If needed, such as instructions for alarm:** User shall comply with the building security rules as described in Appendix "A" attached hereto.]

8. Termination. This Agreement shall be valid for twelve months from its signature by all of the parties below. It may be renewed thereafter for up to a twelve-month term by an amendment in writing signed by the parties. It may also be terminated at any time by either Owner or User upon thirty days' notice to the other party, except that Owner may terminate this Agreement without notice in the event User shall have defaulted on its obligations herein and shall have failed to cure the default within thirty days' notice in writing from Owner.

9. Miscellaneous. The following provisions are an integral part of this Agreement.

a. The individuals who have executed this Agreement in behalf of Owner and

User have full power and authority to do so and to bind their respective entities to the terms and provisions of this Agreement.

b. This Agreement shall be governed by the laws of the State of New Jersey. This is an agreement for nonexclusive building use only and does not form a landlord and tenant relationship.

c. This Agreement shall be binding upon and shall inure to the benefit of Owner, User and their respective successors and assigns.

d. This Agreement may not be modified except by an instrument in writing signed by Owner and User.

IN WITNESS WHEREOF, Owner and User have executed this Space Use Agreement on the date first above written.

OWNER:

By: _____

Title: _____

USER:

By: _____

Title: _____