

## SHORT TERM LEASE

This lease is between \_\_\_\_\_ [Name of Parish Corporation] (“Lessor”) and \_\_\_\_\_ (“Lessee”).

Lessor is willing to rent premises known as \_\_\_\_\_ for the following purpose:  
\_\_\_\_\_ on \_\_\_\_\_ (Day(s) of week) from \_\_\_\_\_ a.m. to \_\_\_\_\_ a.m., beginning on \_\_\_\_\_  
(Mo./Day/Yr.) and ending on \_\_\_\_\_ (Mo./Day/Yr.).

### IT IS AGREED:

- 1. Rent.** The rent to be paid to Lessor is \$\_\_\_\_\_.
- 2. Additional Charges.** An additional charge of \$\_\_\_\_\_ per hour will be paid if a Lessor agent is present to coordinate the use of the premises.
- 3. Cleaning Deposit, Damages.** Lessee will pay a cleaning deposit of \$\_\_\_\_\_. Lessee shall return the premises in as good or better condition as received or any cleaning deposit will be forfeited. Any loss or damage to Lessor’s property as a result of Lessee’s use will be paid by Lessee. Lessee has inspected and accepts present condition of premises.
- 4. Lessor’s Right to Use Premises.** Lessor reserves the right to first use of the premises when needed for its functions unless otherwise specified.
- 5. Indemnification.** Lessee shall indemnify, defend and hold harmless Lessor and the Archdiocese of Portland in Oregon, their officers, employees and agents, from and against any and all claims, losses, liabilities, damages, costs, actions or expenses (including attorney fees) arising out of or related to any activity of Lessee on the premises or any condition of the premises in the possession of or under the control of Lessee, as well as those arising from Lessee’s failure to comply with any covenant of this lease. Lessor shall have no liability to Lessee for any loss or damage caused by third parties or by any condition of the premises, except to the extent the same is the result of Lessor’s gross negligence or willful failure to effect any repair or maintenance which is the responsibility of Lessor under this lease.
- 6. Liability Insurance.** (Check appropriate box below.)

**Insurance required.**

(A) During the term of this agreement Lessee shall maintain in force at its own expense, each applicable insurance as indicated below. **No waiver of any insurance required under this lease shall be effective without the prior written authorization of the Risk Management Office of the Archdiocese of Portland in Oregon.**

(1) Workers' compensation. Lessee shall provide evidence of insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers and employer's liability insurance.

(2) Liability insurance. Lessee shall provide evidence of comprehensive general liability insurance with a combined single limit per occurrence of not less than \$1,000,000 each occurrence for bodily injury and property damage, and professional liability insurance, if licensed or other professional services are to be provided. If any services or activities involving minors are provided, evidence of sexual misconduct insurance in an amount not less than \$1,000,000 must also be provided. Evidence of comprehensive automobile liability insurance shall also be provided when Lessee will operate, maintain, load or unload any vehicle(s) on the premises.

(3) Personal property insurance. Lessee shall be responsible for insuring all of Lessee's belongings upon the premises as it sees fit. Lessor will have no responsibility or liability for loss of property or equipment of Lessee or others, regardless of cause.

(B) Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30 days prior written notice from Lessee or its insurer(s) to Lessor.

(C) Certificates of insurance. As evidence of the liability insurance coverages required by this lease, Lessee shall furnish insurance certificates and endorsement(s) acceptable to Lessor prior to Lessor's execution of this lease and at any expiration of such coverages for the duration of this lease. The endorsement(s) shall name the Lessor and the Archdiocese of Portland in Oregon, their officers, employees, agents and volunteers as additional insureds, but only with respect to Lessee's use of the premises. The endorsement(s) also shall state that the insurance is primary and not contributing with any insurance or self-insurance of the Lessor and the Archdiocese of Portland in Oregon. Lessee shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance. Failure to timely provide the evidence of insurance required by this lease may result in a penalty of \$100.00 per month in addition to base rent, and may also result in a declaration of default under this lease.

**Insurance not required.** Insurance is not required if approved by Pastor and if Lessee is a parishioner or outside group of 50 or fewer persons who will not be using alcohol. Neither will insurance be required if the group has blanket insurance on file in the Risk Management Office.

- 7. Background Checks.** If Lessee uses the premises for any services or activities involving minors, Lessee warrants that any person involved in providing such services or activities will be appropriately background checked and determined to be suitable for such involvement with minors.
- 8. Use of Premises.**

  - (A) Lessee shall not use the premises for any purpose other than the purpose stated above.
  - (B) Lessee shall obey all applicable laws and regulations.
  - (C) Lessee shall not make any improper or offensive use of the premises.
- 9. Environmental.** Lessee shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the premises. If known or suspected asbestos containing building materials have been identified on the premises, Lessor shall inform Lessee as required by Environmental Law. Lessee shall comply with all federal, state and local rules and regulations pertaining to asbestos containing building materials and shall cooperate with Lessor regarding same.
- 10. Termination.** This lease may be terminated by either party upon 10 days written notice.
- 11. Abandoned Property.** Any property that Lessee leaves on the premises after abandonment or expiration of the lease, or for more than ten days after any termination of the lease by Lessor, shall be deemed to have been abandoned. Lessor may remove and sell the property at public or private sale as Lessor sees fit, without being liable for any prosecution or damages. The net proceeds of any such sale shall be applied toward the expenses of Lessor and rent, and the balance of such amounts, if any, shall be held for and paid to Lessee.
- 12. Property Tax.** Lessee agrees to hold Lessor harmless from any loss of its property tax exemption resulting from the activities of Lessee and Lessee agrees to promptly pay all property taxes that may be levied against the property as a result of its activities.
- 13. Attorney Fees.** If suit or action is instituted to enforce compliance with any provision or covenant of this lease, the prevailing party shall be entitled to recover, in addition to costs, such sums as the court may adjudge reasonable as attorney fees at trial and on any appeal or review therefrom. Lessee agrees to pay and discharge all Lessor's costs and expense, including Lessor's reasonable attorney fees that shall arise from enforcing

any provision or covenant of this lease even though no suit or action is instituted.

- 14. Notices.** All notices required or permitted to be given under this lease shall be in writing and shall be deemed given and received two days after deposit in the United States Mail, postage prepaid, addressed as follows:

If to Lessor:            Pastor: \_\_\_\_\_  
                                 Name of Church: \_\_\_\_\_  
                                 Address: \_\_\_\_\_  
                                 \_\_\_\_\_

If to Lessee:            Name: \_\_\_\_\_  
                                 Organization: \_\_\_\_\_  
                                 Address: \_\_\_\_\_  
                                 \_\_\_\_\_

- 15. Additional Provisions or Revisions.** See attached Addendum, if any, for revisions or additional provisions. The Addendum shall be incorporated herein and made a part of this lease. *[No provisions may be added or revisions made that alter or are in conflict with the insurance requirements of this lease without the prior written authorization of the Archdiocesan Risk Management Office. No such additions, revisions, or addenda shall be deemed incorporated into this lease without full execution and delivery of same by both Lessor and Lessee.]*

**Lessee shall not occupy the premises until: 1) the lease is executed by the Lessee and Lessor; and 2) all required insurance documents have been submitted by Lessee to Lessor.**

**LESSOR:** \_\_\_\_\_ (Name of Parish Corporation)

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Pastor/President

Date: \_\_\_\_\_

**LESSEE:** \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ADDENDUM TO LEASE**

**BETWEEN**

\_\_\_\_\_  
(Name of Parish Corporation)

**and**

\_\_\_\_\_  
(Name of Lessee)

\_\_\_\_\_