

**AGREEMENT FOR USE OF FACILITIES BETWEEN PRESBYTERY OF RIVERSIDE AND NEW WINE CHRISTIAN FELLOWSHIP**

This Agreement is entered into as of **07/01/2018** by and between Crestline Community Presbyterian Church of Crestline, Ca. and Presbytery of Riverside, both California corporations (“Owner”) and Crestline New Wine Christian Fellowship, a California corporation (“Tenant”) upon all of the terms and conditions described below. In entering into this Agreement, it is the desire of both Owner and Tenant to be dynamic disciples of our Lord, through efficient use of the physical resources available to Owner and Tenant, recognizing that Owner and Tenant come from different Christian traditions and that it is important for each to maintain its separate religious identities, heritages, and operations. Further, Owner and Tenant hope to mutually enrich each other’s faith journeys. This Agreement consists of both the following specific provisions and the Standard Provisions for Use of Facilities, which are attached hereto and incorporated herein by this reference.

1. Facilities Usage. Owner owns, and operates that certain church facility and surrounding properties located at 23594 Lake Drive, Crestline, CA, consisting of the church building, the parking lot and landscaped areas (the “Church”) and the manse (office building) (the “Manse”). Owner and Tenant hereby agree that Tenant will be permitted usage of the Church but not the Manse for the purposes described herein beginning on **07/01/2018** (the “Commencement Date”):

**Lease fee chart:**

July 1 through Sept 30, 2018	\$1.00 per month
Oct 1 2018 thru May 31 <sup>st</sup> 2019	\$1000 per month
June 1, 2019 thru May31, 2020	\$1000 per month

Note: a separate fee chart will apply to the Manse should there be a mutual agreement to lease it at a later date.

It is encouraged that the current groups (N.A. and Dog Training) that have been using this church property for some time, be allowed to continue providing they comply with preset rules. All outside groups are required to negotiate with New Wine Christian Fellowship for facility use. The Presbytery takes responsibility to promptly notify these two groups of this new policy once the lease is approved

Effective on the commencement date of this agreement Tenant assumes responsibility for all utilities including water, internet, security (ADT) plus any snow removal needed and will continue with the current utilities and security companies until such time as the Owner’s obligation expires. Tenant shall not be responsible for capital improvements not arising from Tenant’s use of the Church, but shall otherwise be responsible for maintenance, repairs and improvements from normal wear & tear .

The Church comes fully furnished but, understandably some of the furnishings may be undesirable to the Tenant. Those undesirable furnishings must be set aside by the Tenant and stored properly with care inside Church property until such time as Owner decides on their disposition. At Owner's option, Tenant may be asked/allowed to store the unwanted Church personal property in the Manse.

Either Owner or Tenant may terminate this Agreement upon 6 months advanced written notice to the other party.

2. Signage. Tenant may install and maintain signs at the Church, subject to City ordinances and to Owner's reasonable advanced approval as to size, style and content, which signs shall be removed and any damages repaired at Tenant's expense at the termination of this Agreement:

3. Tenant Improvements. Tenant may install no other modifications or fixtures without the prior written consent of Owner, which consent may be withheld at Owner's sole discretion. At the termination of this Agreement, Tenant shall remove such modifications and fixtures not considered "improvements" by the Owner and restore all facilities to its condition prior to such installation.

4. Tenant Insurance. Tenant shall maintain appropriate liability insurance in connection with Tenant's usage of the Church, in types and amounts reasonably acceptable to Owner, including but not limited to a minimum of \$1,000,000 combined single limits comprehensive liability insurance, which insurance shall name Owner (Crestline Community Church of Crestline, CA and the Presbytery of Riverside) and Synod of Southern California and Hawaii as additional insureds as shown by a Certificate of Comprehensive Liability Insurance (general operations) issued by the insurance company under which Tenant is insured and provided to Owner. Tenant's insurance shall be the primary insurance. The policy shall include at least a ten-day written notice of any cancellation to Owner.

5. Right of First Refusal. During the term of this lease and providing the Tenant is not in default, should the Owner decide to sell or lease of Church Property (consisting of the main Church Building, the former Manse and parking lot), Owner commits to giving Crestline New Wine Christian Fellowship first option to purchase or lease.

Owner:  
PRESBYTERY of RIVERSIDE,  
a California corporation

Tenant:  
CRESTLINE NEW WINE CHRISTIAN  
FELLOWSHIP, a California corporation

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

CRESTINE COMMUNITY  
PRESBYTERIAN CHURCH OF  
CRESTLINE, CA, a California  
Corporation

Primary contact person:

Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Address: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

### STANDARD PROVISIONS FOR USE OF FACILITIES

A. Restrictions on Use. Tenant's use of any portion of the Church shall be restricted solely for the purpose of the operation of a church. Tenant shall, at Tenant's expense, comply promptly with all applicable legal requirements regulating the use by Tenant of the Church. At all times in which any portion of the Church is being utilized by Tenant, Tenant will assure that a responsible adult member of the Church is present and supervising any activities including all invitees. Following each usage of the Church by Tenant, Tenant will assure that all portions of the Church utilized by Tenant or its invitees are left in a clean and neat condition, including proper disposal of any trash, that all appliances and lights have been turned off, that all windows have been properly secured, and that all doors are locked. Tenant may not permit usage of the Church by any other organization without the prior written authorization of Owner, and if such usage is permitted, Tenant shall be responsible for such invitees. The Church is a non-smoking facility, both inside and outside (including but not limited to the Church building and the Parking Lot), and Tenant will assure compliance with this policy by all persons present associated with Tenant.

B. Maintenance of the Church. Upon the end of each period of occupancy, Tenant shall leave each portion of the Church utilized by Tenant clean and in good order and repair, subject to normal wear and tear; Tenant shall be responsible for promptly repairing any damage attributable to Tenant's usage of any portion of the Church and Tenant shall be responsible for maintenance and repairs connected to the Church usage. Owner shall be responsible for all capital improvements to the Church, all as determined in Owner's sole discretion. Tenant and Owner shall each file no less often than annually all necessary applications with the county office responsible for exemptions for property utilized for religious purposes; each party shall be responsible for payment of any property taxes arising from that party's usage of the Church and for any personal property taxes arising from that party's property.

C. Responsibilities upon Termination. Upon termination of this Agreement, Tenant shall promptly vacate the Church, complying with the various maintenance and repair

obligations of this Agreement. Nothing in this Agreement shall be deemed to give Tenant any rights of ownership in the Church or any portions thereof, beyond the specific and limited rights to usage described herein, all of which shall be terminated upon termination of this Agreement. In the event of damage or destruction to or condemnation by public authority of all or any significant portion of the Church, Tenant's rights to use of the Church shall automatically terminate and Tenant shall be entitled to no compensation for the termination of its rights hereunder.

D. Facilities Usage Only. This Agreement shall not establish a partnership or joint venture between Owner and Tenant. Each party remains a separate organization, responsible for its own worship, staffing, education and programming. Each party is fully responsible for and indemnifies and holds the other party harmless from liability, claims, losses, damages, obligations or expenses, including reasonable attorneys fees, arising in connection with (a) any employees, members, visitors or other invitees of the indemnifying party, (b) any use of the Church by the indemnifying party or by those permitted access to the Church by the indemnifying party, or (c) any breach by the indemnifying party of its obligations hereunder.

E. Miscellaneous. This Agreement may not be assigned, encumbered or otherwise transferred by Tenant nor may Tenant sublease any portion of the Church without the prior written consent of Owner, which consent may be withheld in Owner's sole discretion. This Agreement, including this attached Standard Provisions for Use of Facilities, contains all agreements of the parties with respect to the usage of the Church by Tenant. This Agreement may be modified only in writing signed by both parties. Any notice provided hereunder shall be given in writing and may be served personally or by certified or registered mail, return receipt requested, addressed to the other party at the address of the Church, or addressed to any liaison appointed on behalf of that party. No waiver by either party shall be deemed a waiver as to any future event. This Agreement shall be governed by the laws of the State of California. If either party brings an action to enforce the terms hereof, the prevailing party shall be entitled to a recovery of reasonable attorneys fees and costs. Tenant agrees that this Agreement shall be subordinate to the lien of any mortgage now or hereafter a lien against the Church, and, from time to time, Tenant will promptly upon request execute appropriate documentation so acknowledging.