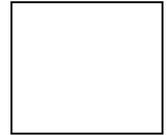


Lease Agreement Regarding the Facilities Use between The Ridgecrest Presbyterian Church and the Ridgecrest Korean Church



The following describes the agreement between The Ridgecrest Korean Church (RKC) and the Ridgecrest Presbyterian Church (RPC). This document, along with the laws of the State of California pertaining to rental contracts, expresses the totality of the agreement between the parties. No other terms, written or verbal, are implied or consented to in this document. Should any portion of this document be rendered invalid, all remaining portions of the agreement will remain in place.

1. **General Terms:** RPC (host church) agrees to let RKC (nesting church) use portions of the church building and campus as described in section 2 below, during the time periods as described in section 3 below. The building will be used for the religious and fellowship functions of the nesting church and shall be used in a fashion that respects the sacred purposes of all who use the facility. Both the host church and the nesting church shall appoint an authorized representative of the congregation to represent the church in any dealings with this agreement.
2. **Room Usage:** The nesting church shall regularly have use of the Sanctuary, Fellowship hall, kitchen, and a portion of the library for office space.
3. **Schedule for Usage:** The nesting church shall have the following usage schedule:
 - Use of the Sanctuary Sundays for worship beginning at 8:00 AM and concluding by 9:35 AM; and Tuesday through Friday from 5:00-6:30 AM.
 - Use of the Fellowship Hall, with set-up prior to 8:30 AM, and following Sunday worship services from 9:35-10:45 AM.
 - The Fellowship Hall is available for weekly Bible study from 8:30-10:00 AM Wednesdays.
 - Use of the Sanctuary the Last Friday of the month for a worship service, 6:30-8:00 PM.

Additional use of the facility—for special events, weddings, memorial services, and so forth, can be negotiated at an additional cost, which will take into account utility costs. The host and nesting congregations both recognize that their facility needs may change with time. Likewise, each recognizes a variety of community groups make use of the facility. A schedule of users will be maintained and updated at least monthly by the host church to reflect the anticipated facility use during the following month.

4. **Audio Equipment Usage:** The nesting church is granted use of the audio equipment of the host church.
5. **Use of Consumable Materials:** The host church shall provide utilities, including water, sewer, internet, gas and electricity. Restroom products shall be provided by the host church. All other consumables, including food, drink, cups, dishes,

utensils, candles or similar materials shall be provided by each congregation. The nesting congregation is provided space in the large room off the kitchen to store various items in cabinets owned by the nesting church. The refrigerators and freezer may be used on the day of occupancy, but must be vacated at the end of the day.

6. **Protection. Cleaning and Maintenance: Protection:** The nesting church recognizes that the church campus is a valuable and treasured asset of the host church. As such the nesting church agrees to exercise due care in its occupancy of the building and to provide prudent protection measures when appropriate.
Cleaning: The two congregations shall share custodial responsibilities on an alternative basis, with the RKC cleaning the facility on flex-Fridays and the RPC cleaning on non-flex Fridays or Saturdays. Each congregation shall be responsible for clean-up after various activities. Such clean-up is not intended to be a full janitorial service, but is expected to include vacuuming or mopping floors when visible soil is tracked in and cleaning the bathrooms in the event of unusual messes. Spills on the carpet are to be cleaned up. The child care rooms, if used, must be returned to the state they were found in at the end of the activity.
Maintenance: General maintenance of the facility is the responsibility of the host church. The nesting church shall report any problems to the host church when they encounter them.
7. **Specific Restrictions:** Several specific restrictions apply to the use of this facility. These include the items listed below. Additionally, the host church reserves the right to enact future restrictions it deems necessary in the future.
 - This campus is designated as a no smoking area
 - The use of red punch or wine other than for the purpose of Holy Communion is prohibited on carpeted areas.
8. **Damage:** The cost for maintaining the facility for normal wear and tear is the responsibility of the host church; the cost of damage caused directly by the nesting church shall be the responsibility of the nesting church. Should the use by the nesting church result in unusual soiling (such as stains to carpet) the nesting church shall be responsible for the cost of special services to mitigate that soiling.
9. **Signage and Storage:** Within the limits provided by the City of Ridgecrest, the nesting church may place a temporary sign on the campus during the usage time only. At the end of the evening that sign must be removed and stored off site. No temporary signs may be hung off the building or structures. Alternately, a permanent sign matching the existing color may be placed on the wall. The nesting church may place a storage container on the church property, again within the limits provided by the City of Ridgecrest.
10. **Insurance:** The nesting church shall provide and maintain for the duration of its lease period general liability insurance. A certificate of insurance shall be tendered to the host church prior to occupying the facility. The certificate must include the following:

- A named insured whose title corresponds with the nesting church
- Current general liability insurance with a minimum of \$ 1,000,000 per occurrence
- Each certificate must name **Ridgecrest Presbyterian Church** as the additionally insured certificate holder.
- Each certificate must include a cancellation notice that includes the language that the issuing insurer “will endeavor to mail 10 days written notice to the certificate holder named.”

Failure to maintain this insurance shall be considered a violation of the lease and shall result in immediate termination of the agreement.

11. **Right of Termination:** This lease agreement may be terminated at will by either the nesting church or host church with sixty (60) days notice. Abandoning the use of the facility by the nesting church prior to sixty days shall not remove the obligation of their rent for that period. Withholding use of the facility by the host church prior to sixty days shall obligate the host church to compensate the nesting church for the pro-rated period of time. In the event of circumstances such as fire, water damage or similar hindrances which render the facility or site unsuitable to occupy, the host church shall have no obligation to provide the nesting church with other suitable facilities or to compensate the nesting church. In such an event the nesting church shall have no obligation to pay rent or to provide sixty day notice. The nesting church may elect to renew the lease after the facility is able to be occupied or may elect to cancel the lease permanently without penalty.
12. **Statement of Non-Responsibility:** It is recognized that the host church and the nesting church are independent organizations operating under their own governance and within their own separate resources. Therefore it is understood that neither party shall be responsible or liable for the actions or inactions of the other party.
13. **Financial Consideration:** In consideration of the use of the facility as agreed herein, the nesting church agrees to pay the host church \$325 per month. Rent payments shall be due and payable upon the first Sunday of each month and shall apply toward the occupancy for that month. If the rent is not paid by the second Sunday of the month, a late fee of \$30 shall be assessed. In the event that the nesting church elects not to use the facility on a particular week, the church is not relinquished from the obligation to pay for the full month’s occupancy. In the event that the start of the rental period or the conclusion of the rental period results in a partial occupancy for that month, rent shall be adjusted based on a prorated weekly rate.
14. **Duration of Lease and Renewal:** This agreement shall extend for twenty-four (24) months and may be renewed and adjusted by mutual agreement.
15. **Dates of Current Lease:** This agreement shall begin on December 1, 2018 and end on November 30, 2020, at which time a new lease shall be negotiated.

This agreement was entered into on _____

Ridgecrest Korean Church

Ridgecrest Presbyterian Church

Pastor

Clerk of Session

Treasurer

President of the Corporation