

Single Use Building Rental Agreement

Dear Responsible Party,

Welcome to the Colonial Hills Community of Christ Church. We are pleased that you have chosen our facility for your function. The following represents the conditions under which we share our facility with you so that we may continue to have a church building that provides for the activities and ministries of our congregation.

A facility supervisor is provided to help with the facility during these activities. In the event the kitchen is used, a kitchen supervisor is also required. It is not the responsibility of the supervisors to clean up. The supervisors are present to be a liaison between the responsible party using the church and the church itself. The supervisors will be responsible for making sure that the facility is unlocked and locked in accordance with the agreed schedule and to operate certain equipment such as the public address system and kitchen appliances.

Due to the frequent use of the Colonial Hills facility, the pastorate has instituted a \$250.00 cleaning / damage deposit for the use of the building. A check will be collected at the time the rental agreement is signed. This check will not be immediately deposited but will be held until the conclusion of the activity. Before everyone leaves, the facility supervisor will make an inspection of the building. If a cleanup responsibility has not been completed, or in the event of damage, the facility supervisor has the authority to adjust the deposit. The adjustment depends on the nature of the responsibilities not completed. If there are no adjustments, the check will be returned to you after the event.

Persons using the building are encouraged to talk with the assigned supervisors to discuss the responsibilities of everyone involved. You can find out the name of the supervisors by calling the church office at 816-229-9344. The facility supervisors often have full time jobs so try to call at night or leave a message for them.

Thank you again for choosing our facility. We hope you'll find your time with us a pleasant experience. Together we can share in the stewardship of our building, always leaving it ready for worship.

Thank you,

On behalf of the Colonial Hills Pastor Commission,

Jim Lysinger

Single Use Building Rental Agreement

This Single Use Building Rental Agreement ("Agreement") is made and entered into as of the ___ day of _____, 2008, between the Colonial Hills Congregation of the Community of Christ, ("Lessor"), and

("Lessee").

WITNESSETH:

In consideration of the agreements, covenants and fees set forth herein, the parties agree as follows:

1. **PROPERTY.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the portion of the building located at 3539 South 7 Highway Blue Springs, Missouri 64015 ("Building") in accordance with Exhibit A. Lessor shall have use of the Property at all other times not designated in Exhibit A and may permit its use by other parties at its discretion. Lessee shall take the Property in "as is condition".
2. **FEES.** Lessee shall pay rental fees for use of the building in accordance with Exhibit A. Rental fees shall be payable to Lessor when the agreement is signed.
3. **USE OF ALCOHOL/TOBACCO/DRUGS.** The use or possession of alcohol, tobacco (in any form whether smoked or smokeless), illegal drugs (in any form) and firearms is absolutely prohibited on the site and on all property owned or occupied by the Lessor. The Lessee shall strictly enforce this prohibition for its employees, agents, members, and all other persons who may be directed by, responsible to, or under the supervision of the Lessee. In the event that violations of this policy are called to the attention of the Lessee by the Lessor, the Lessee shall promptly take appropriate remedial action as required by the Lessor or Lessee, which may include termination of this Lease Agreement.
4. **INSURANCE.** Not Applicable For This Use.
5. **CONDITION OF BUILDING.** Lessee shall return the Building and its furnishings to the same condition and arrangement they were in prior to use of the Building for the activity. In the sole discretion of the Lessor, Lessee shall pay an additional Fifty DOLLARS (\$ 50.00) per hour for custodial cleaning determined necessary in the sole opinion of Lessor. This fee will be deducted from the deposit.

In the event damage, other than reasonable wear and tear, occurs to the property while in use by Lessee, the Lessee agrees to pay, in cash, for the damages caused, in an amount to be determined solely by the management of the Owner within ten (10) days of receipt of damage reimbursement request.

6. **TERMINATION.** Lessor may terminate this Agreement at any time without liability by providing a termination notice to Lessee. Unless otherwise provided in the notice, the termination is effective ten (10) days after the date of the notice.

In the event use of the building shall be delayed, hindered, or prevented from the performance of any act required by this Agreement by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or

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regulations, riots, insurrection, war, act of God or other reason of a similar nature not the fault of Lessor makes the premises not usable for the purposes of this agreement, then this Agreement shall cease and terminate and the Lessee shall receive a complete refund of fees and deposits.

7. **INDEMNIFICATION**. Lessee hereby covenants and agrees to and does hereby indemnify, defend and hold Lessor and its affiliates (including Community of Christ), and its respective agents, contractors, subcontractors, employees, officers, directors, priesthood and other representatives harmless from, and against, any and all claims, actions, suits, proceedings, costs, expenses, damages, losses and liabilities, including attorney's fees, court costs and other expenses of defense and collection arising out of, connected with, occurring on, or resulting from the Property, or the Lease Agreement, including without limitation (i) any accident, injury or damage to any person or property occurring in, on or about the Property or any part thereof, including the playground, and (ii) any claim involving any alleged criminal act or violent behavior, including child molestation.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement the date and year above written.

COMMUNITY OF CHRIST	
(Signature)	(Signature)
(Print Name)	(Print Name)
(Date)	(Date)
(Title)	(Title)

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EXHIBIT A Building Use (Weddings)

1. Contact Information

Bride: _____ Member Non-Member

Groom: _____ Member Non-Member

Bride's Parent(s): _____ Member Non-Member

Groom's Parent(s): _____ Member Non-Member

Minister: _____ Member Non-Member

Contact Person: _____

Address: _____

Phone Number: _____

Date of Wedding: _____ Time of Wedding: From _____ a.m./p.m. To _____ a.m./p.m.

Date of Rehearsal: _____ Time of Rehearsal: From _____ a.m./p.m. To _____ a.m./p.m.

Date of Decorating: _____ Time of Decorating: From _____ a.m./p.m. To _____ a.m./p.m.

2. Fees

	Member	Non-Member
Facility (excluding Kitchen)	\$100	\$600
Kitchen	\$100	\$200
Cleaning / Damage Deposit (refundable)	\$250	\$250

3. Other Terms and Conditions

Lessee is responsible for decorating the church.

Lessee shall be considered a member of Colonial Hills if any one of the following have been continuously enrolled at Colonial Hills for at least eighteen months preceding the date of the wedding: the Bride, Groom, Bride's parent(s) or Groom's parent(s).

No rice, confetti, glitter or other items may be thrown in or around the building; however, bird seed or sparklers are permitted outside the building. Care should be exercised when using real flower pedals, soap bubbles or candles because of the damaging effect that the residue from these items may cause.

A \$250 refundable damage / cleaning deposit is required which will be refunded if in the sole discretion of the Lessor if building is returned to the same condition and arrangement they were in prior to use of the building for the activity.

Rental fees and deposits are due at the time the agreement is signed. A refund of one half of the fee shall be refunded if the event is cancelled at least thirty days before the event, none if cancelled within thirty days of the event.

Please pay particular attention to the congregation's prohibition with respect to the use of alcohol, tobacco, illegal drugs and possession of firearms. There is no flexibility concerning this requirement.