

USE AGREEMENT

THIS AGREEMENT is made this ____ day of _____ 20____, by and between the MICHIGAN CONFERENCE ASSOCIATION OF SEVENTH-DAY ADVENTISTS, a Michigan Church Trustee Corporation of 320 West St. Joseph Street, Lansing, Michigan 48933 (hereinafter called "Owner"), _____ of _____ herein after called "Local Church") and _____ (hereinafter called "User").

WITNESSETH:

1. The Premises: In consideration of the agreements contained herein, Owner and Local Church agree to permit User to use the following described premises as a licensee. The Premises are located at _____ and are legally described as:

2. Time of Use: _____ . User in return for the User fee, set forth below, will be permitted to use the Premises on

_____. Local Church and User agree that from time to time additional times of use or changes in the times of use may be necessary, and both parties agree to work together to reasonably accommodate one another on these occasions. The pastors will mutually work out the use and time of the pastor's study. Occasional Special Events will be coordinated and mutually agreed upon.

3. Term: The parties agree that this Use Agreement shall be for an unspecified term and may be terminated by either party for any reason upon 30 days written notice to the other party.

4. User Fee: User agrees to pay Local Church by the 15th day of each month, \$_____ For each "service" held during the preceding month together with a \$_____ payment per week for janitorial service. For purposes of this Agreement, "Service" is defined as each time of use (as set forth in paragraph 2, above) during which User actually occupies the Premises.

5. Permitted Uses: User agrees that the Premises may only be utilized for its religious services and reasonably related functions and for no other purposes unless specific written consent is obtained from Owner. No alcoholic beverages may be present or on the Premises. No food may be present or consumed in the sanctuary. User may utilize the kitchen facilities but shall thoroughly clean those facilities after use and shall not utilize any of Local Church's kitchen supplies. User agrees to comply with all applicable laws, ordinances and regulations at all times during its use and occupancy of the Premises.

6. Utilities: User agrees to cooperate with Local Church in minimizing charges for water, heat and lighting. User will have installed their own phone line.

7. Maintenance: User agrees to use all reasonable efforts to keep the Premises clean and in good repair. User also agrees to promptly reimburse Owner and Local Church for any repairs made necessary by User's use of the Premises.

8. Alterations or Additions: User agrees not to make any alterations, additions or improvements on the Premises. User can set up temporary signage identifying their location and times of service.

9. Personal Property: User agrees not to use or disturb Local Church's personal property located on the Premises. User may keep a reasonable amount of its personal property on the Premises at User's own risk so long as the personal property is related to User's religious services. Any such personal property kept on the Premises shall remain the property of User and shall be promptly removed (at User's expense) upon the termination of this Agreement.

10. Assignment: User shall not assign or transfer its right to use the Premises without first obtaining Owner's and Local Church's written consent.

11. Insurance: User (at its expense) agrees to acquire and keep in full force during its use of the Premises, comprehensive public liability and property damage insurance, in which both the Michigan Conference Association of Seventh-day Adventists, and its affiliated organizations and the Local Church are named as additionally named insured parties together with the User, covering any and all claims for injuries to persons or property occurring in, upon or about the Premises during User's occupancy or use. This insurance is to be in the minimum amount of one million dollars (\$1,000,000.00) single limit coverage to indemnify the claim of one or more persons, and for indemnification for property damage. User shall furnish a complete copy of the insurance policy to Owner.

12. Indemnification: User agrees to indemnify and hold Owner and Local Church (or any of their agents or officers) harmless against claims and liability of any kind arising out of injury or death to any person or persons or damage to any property occurring, in, upon or about the Premises during User's occupancy or use.

13. Relationship of Parties. User agrees that it is not Owner's or Local Church's agent or representative and is not able to bind or obligate them in any way or manner.

14. Termination: If User is in default or breaches any of its obligations in this Agreement, Owner agrees to give 10 days written notice to cure the default or breach. If User does not cure the default or breach within the 10 days, this Agreement is automatically and immediately terminated. Additionally, as set forth in paragraph 3 above, any party may terminate this Agreement for any reason upon 30 days written notice to the other parties. Upon termination of this Agreement, User agrees to end its use of the premises, remove all its personal property and return all keys to the Premises.

15. Notices: All notices shall be given to the following person:

Owner:

Local Church:

User:

User shall send all payments to:

16. Amendments: The parties agree that no changes, amendments or waivers of this Agreement are effective unless they are in writing and signed by all parties. The parties agree that this Agreement contains the whole contract of the parties and supersedes any other agreements or understanding.

IN WITNESS WHEREOF, Owner, Local Church and User have signed this Agreement on the date written above.

OWNER:

BY: _____

LOCAL CHURCH:

BY: _____

USER:

BY: _____
