

**AGREEMENT**  
**(For Use of Central California Conference Property by Individuals)**

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This agreement is made at \_\_\_\_\_, California, as of the date last below written, between CENTRAL CALIFORNIA CONFERENCE OF SEVENTH-DAY ADVENTISTS, a California nonprofit religious corporation, ("Conference") and \_\_\_\_\_  
(Name of local organization)  
("Local Organization") (Conference and Local Organization being collectively called "Landlord" herein) and \_\_\_\_\_ ("Tenant"), who agree as follows:

**1. Description.** Conference is the owner of the real property generally described as \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_ County, California  
(Include street address, city and county in description)  
("Property"). Local Organization, pursuant to the policies of the Seventh-day Adventist Church, occupies and makes the day-to-day decisions regarding the management and control of the Property. Landlord hereby gives Tenant the right to use the Property, as set forth below.

**2. Use.** Tenant's allowed use of the Property shall be strictly limited to the following: \_\_\_\_\_

\_\_\_\_\_  
(State precisely the portions or areas of the Property that Tenant will be using.)

**3. Date and Time.** Tenant's allowed use of the Property shall be from \_\_\_\_\_ .m. to \_\_\_\_\_ .m. on \_\_\_\_\_ / \_\_\_\_\_

**4. Fee.** Tenant shall pay Landlord a fee of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) prior to Tenant's use of the Property.

**5. Security Deposit.** Tenant shall also deposit with Landlord, prior to Tenant's use of the Property the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) as a security deposit for the performance by Tenant of the provisions of this agreement. If Tenant is in default under this agreement, Landlord may use the security deposit, or any portion of it, to cure the default or to compensate Landlord for all damage sustained by Landlord resulting from Tenant's default. If Tenant is not in default at the expiration of Tenant's use of the Property under this agreement, Landlord shall return the security deposit to Tenant. Landlord may commingle the security deposit with Landlord's general and other funds. Landlord shall not be required to pay Tenant interest on the security deposit.

**6. Compliance with Landlord's Rules and Laws.** Tenant shall comply with all of Landlord's rules attached as an exhibit hereto, and incorporated as though fully set forth herein, and with all laws concerning the Property or Tenant's use of the Property. Tenant understands that the Property is not subject to, or necessarily compliant with, the provisions of the Americans with Disabilities Act ("ADA") but that Tenant's activities on the Property may be subject to the requirements of the ADA and it is Tenant's responsibility to ensure that its activities on the Property are in compliance with any applicable provisions of the ADA and any applicable regulations thereunder.

**7. Condition of Premises.** Landlord shall, at its own cost and expense, deliver the Property to Tenant in reasonably clean and in good condition and repair. Tenant shall leave the Property reasonably clean and in good condition and repair after Tenant's use of the Property. Any cleaning or repair which may be necessitated by the neglect, omission or act of Tenant, its agents, employees, members or invitees, shall be the responsibility of Tenant.

**8. Tenant Not to Make Alterations.** Tenant shall not make any alterations to the Property.

**9. Waiver of Claims and Indemnification.** Landlord shall not be liable to Tenant, and Tenant hereby waives all claims against Landlord, for any injury or damage to any person or property on the Property by or from any cause other than the intentional acts or negligence of Landlord and/or Landlord's authorized agents and/or employees. Tenant agrees to hold Landlord and its related entities, and all of their officers, directors, agents, employees, members, successors and assigns ("indemnified parties") harmless from, and defend the indemnified parties against, any and all claims or liability for any injury or damage to any person or property occurring on the real property other than to the extent such damage or injury is caused by the active or passive negligence of any indemnified party or parties.

**10. Public Liability and Property Damage Insurance.** Tenant, at its cost, shall maintain public liability and property damage insurance with a combined single limit of at least ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) insuring against all liability of Tenant and its authorized representatives arising out of and in connection with Tenant's use or occupancy of the premises. All such insurance shall insure performance by Tenant of the indemnity provisions of ¶9. Tenant shall provide Landlord with a certificate of such insurance as a condition of Tenant's use of the Property. Such insurance shall: be issued by insurance companies authorized to do business in the State of California, with a financial rating of at least an A Class VII status as rated in the most recent edition of Best's Insurance Reports and be issued as a primary policy. The policy, or a certificate of the policy, together with evidence of payment of premiums, shall be deposited with the Landlord prior to Tenant's use of the Property.

**11. Right of Entry.** Landlord and its authorized representatives shall have the right to enter the Property at all reasonable times during Tenant's use thereof for any reasonable purpose. Landlord shall conduct its activities on the premises as allowed in this paragraph in a manner that will cause the least reasonably possible inconvenience, annoyance, or disturbance to Tenant.

**12. Attorneys' Fees.** If any action, proceeding (including a bankruptcy proceeding) or other dispute resolution process arising out of or relating to this agreement and/or its subject matter is commenced by any party hereto, then the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the actual attorneys' fees, costs, and expenses incurred in the action, proceeding, or other dispute resolution process by the prevailing party.

**13. Surrender of Premises.** On expiration of Tenant's use of the Property, Tenant shall surrender the Property to Landlord and Tenant shall remove all its personal property from the Property.

**14. Interpretation of Agreement.** This agreement shall be construed and interpreted in accordance with the laws of the State of California. The captions of this agreement shall have no effect on its interpretation. As used in this agreement, the masculine, feminine, or neuter gender, and the singular or plural number shall each be deemed to include the others unless the context clearly indicates otherwise.

**15. Entire Agreement.** This instrument constitutes the entire agreement between the parties relating to the matters described herein. Any prior agreements, promises, negotiations, or representations relating that matter not expressly set forth herein are of no force and effect. Any amendment to this agreement shall be of no force and effect unless it is in writing and signed Landlord and Tenant. ***If there is an exhibit with additional terms attached to this Agreement, such exhibit is incorporated into this Agreement as though fully set forth herein.***

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed by their authorized representatives on the dates and year below written.

CENTRAL CALIFORNIA CONFERENCE OF SEVENTH-DAY  
ADVENTISTS, a California nonprofit religious corporation,  
and

\_\_\_\_\_  
\_\_\_\_\_  
(Name of local organization)

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

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name and title [pastor, principal, etc.]

**LANDLORD**

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

**TENANT**