

## Lease Agreement

For and in consideration of the mutual promises and agreements recited herein and the payment of the Rental Fee defined herein, Parker Baptist Association (hereinafter referred to as "Lessor"), hereby leases to \_\_\_\_\_, (hereinafter "Lessee"), the following property under and subject to the following terms and conditions:

**Property Leased.** Lessor hereby leases to Lessee the following property (the "Property") attached hereto and incorporated herein as Exhibit "A".

**Terms and Conditions.** Lessor and Lessee hereby agree to the following terms and conditions:

1. Lessee shall pay to Lessor upon execution of this Lease Agreement the rental fee, pursuant to the schedule set forth on Exhibit "B" which is attached hereto and incorporated herein, to rent the Property (the "Rental Fee").
2. Lessee shall return the Property to Lessor in the same condition as the Property was in at the time Lessee took possession of the Property pursuant to this Lease Agreement.
3. Lessee shall be solely responsible for the use, maintenance, upkeep and condition of the Property from and after the time Lessee takes possession of the Property until such time as Lessee returns the Property to Lessor and Lessor acknowledges its receipt. To the extent not covered by Lessor's property insurance coverage, any damage to the Property which occurs while the Property is in Lessee's possession or as a result of Lessee's use of the Property regardless of when occurring, shall be Lessee's sole responsibility, and Lessee shall pay directly, or reimburse Lessor for, any and all such damages, expenses and costs related to the repair or reduction in value of the Property or any portion thereof. All warranties, expressed or implied, concerning the Property are hereby disclaimed and waived.
4. Lessee hereby indemnifies and holds harmless Lessor and Lessor's agents, employees, representatives and assigns from any and all liability, claims, causes of action, losses, damages, injuries and expenses incurred by any person, organization or entity including, but not limited to, personal injury or death or loss or damage to any property (hereinafter "Losses"), as a result of or during Lessee's use of the Property, from the time Lessee takes possession of the Property from Lessor until such time as Lessee returns the Property to Lessor and Lessor acknowledges its receipt, whether or not the Losses were caused in whole or in part by the negligence of Lessor.
5. Lessee hereby represents and warrants to Lessor that Lessee has the experience and adequate knowledge to properly use and operate the Property and Lessee understands and acknowledges that Lessor is not responsible for instructing, directing or supervising Lessee in the use or operation of the Property.
6. Lessee agrees to obtain liability insurance covering Lessee's use of the Property and the activities involving same in the amount of one million dollars (\$1,000,000.00). Said insurance shall be primary over any insurance of Lessor.

7. Lessor may obtain property insurance covering the replacement value of the Property in case of damage, destruction or theft of the Property from the time Lessee takes possession of the Property from Lessor until such time as Lessee returns the Property to Lessor and Lessor acknowledges its receipt.

8. Lessee agrees to deliver to Lessor certificates of insurance, in a form Lessor deems satisfactory prior to taking possession of the Property, that reflects a minimum of \$1,000,000 general liability insurance coverage and \$1,000,000 hired and non-owned automobile liability insurance coverage.

9. Nothing in this Lease Agreement shall preclude Lessor from obtaining and maintaining, nor will it adversely affect Lessor's ability to recover on a claim filed under, an insurance policy covering the Property which Lessor chooses to acquire and maintain; the acquisition by Lessor or existence of insurance coverage maintained by Lessor on the Property shall not operate to relieve Lessee of any of Lessee's duties, responsibilities or agreements under this Lease Agreement.

10. The undersigned represents and warrants they are authorized to execute this agreement on behalf of the party they represent. This agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements of the parties.

Executed and effective this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Lessor:

Lessee:

\_\_\_\_\_  
Parker Baptist Association

Name of Church: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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