# **Space and Equipment Use Agreement (Day Care)**

By and between

The Rector, Wardens and the Vestry of the

Church of CCCCCC (“Church” or “CCCC”)

and

**Organization (“User”)**

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| --- | --- |
|  |  |
| Occupancy Date: | Month DD, YYYY through Month DD, YYYY |
|  |  |
| Name of Organization (“User”): | Organization |
|  |  |
| Name of User’s Representative: | User Representative |
|  |  |
| Address: | Street Address  City, New Jersey Zip Code |
|  |  |
| Business Telephone Number: | ###-###-#### |
|  |  |
| Business Fax Number: | ###-###-#### |
|  |  |
| Space to be used by User: | Description of the location of the classrooms, entrances, stairwells, restrooms playground and parking facilities, etc. |
|  |  |
| Equipment to be used: | Own equipment |
|  |  |
| Days: | Usually Monday through Friday |
|  |  |
| Times: | 7:00 a.m. – 7:00 p.m. |
|  |  |
| Donation\* and Method of Payment: | $X,XXX.00 per month in Year 1.  $X,XXX.00 per month in Year 2.  $X,XXX.00 per month in Year 3.  Payment is due on the first day of each month in advance. |
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\* A donation is required to help defray the cost of utilities and the maintenance of the space, any other facilities, and equipment.

**Space and Equipment Use Agreement**

This Space and Equipment Use Agreement is made and entered into on the DD of Month, YYYY, by and between the Name of the Church, Street Address, City, New Jersey (hereinafter referred to as “Church” or “CCCCCC”) and “the Name of the Organization”, Street Address, City, New Jersey (hereinafter referred to as “Day Care Center”).

WHEREAS, the Church owns the building and surrounding land known as The Church of CCCCCC, and

WHEREAS, the Day Care Center desires to use a portion of the Church’s building, facilities and equipment and a portion of the surrounding land,

THEREFORE, in recognition of the mutual promises contained herein and other good and valuable consideration passing between the parties, The Church of CCCCCC and the Day Care Center agree as follows:

**SECTION 1. Premises – The following gives a list of options that may define the**

**Space and limits access in some cases**

1. The Day Care Center shall have the use of the space and facilities at the Church that comprise the classrooms in the undercroft of the Church and the restroom on the lower level that have prior to this agreement been used by and as a day care center.
2. The Day Care Center shall have use of the outside fenced in yard/playground area on Church Street side of the Church and abutting the space and facilities denoted in subsection a above. The Church may use this space if it is not in use by the Day Care Center.
3. The Day Care Center shall have sole use of the separate entrance from the Church parking lot to the Day Care Center.
4. The Day Care Center and the Church shall share the space, including the stairs that comprise the stairwell and hallway leading from the Day Care Center to the South Orange Avenue entrance to the Church’s Parish Hall.
5. However, the Day Care Center shall not have access to the Church’s Parish Hall except with specific written permission of the Rector and Wardens of the Church.
6. The Day Care Center shall have access to X number of parking spaces in the Church’s parking lot.
7. The space described in subsections a, b, and c, above shall hereinafter be referred to as “Premises”.

## Section 2. Use of Premises –

1. The Premises shall be used solely as a Day Care Center.
2. The Day Care Center shall not sub-let, assign, or permit the Premises to be used in whole or in part by an entity not a party to this Agreement.
3. The Day Care Center shall not use said premises for activities other than those directly related to providing day care services for children without obtaining prior written authorization from the Rector and Wardens of the Church. Such requests shall be made in writing at least 30 days before any proposed event.
4. The Day Care Center shall not engage in any activities that shall impede the use of the areas outside of the Premises by the staff and parishioners of The Church. In the event the Day Care Center shall require areas outside of those areas specifically described as “Premises”, a request for such use must be submitted to the Rector and Wardens of the Church at least 30 days prior to such intended use.

## Section 3. Licenses and Permits –

1. The Day Care Center is responsible for all necessary state and municipal permits and licenses required by law or regulation to operate a day care center at the Church.
2. If Day Care Center does not obtain or does not continue to have all necessary state and municipal permits and licenses, this Agreement shall terminate immediately, notwithstanding the provisions in Section 10, Termination, and the Day Care Center shall vacate the premises immediately.
3. Day Care Center shall provide a copy of said licenses and permits to the Church.

## Section 4. Use and Care or Premises –

1. The Day Care Center hereby agrees to abide by the rules of the Church as to Proper Use and Care of Rooms, Facilities, and Equipment. A copy of the current rules are attached and incorporated into this Agreement.
2. Stairways, stairwells, landings and all access areas and entrances must always be accessible. It is recognized and understood that clutter of any type presents a hazardous condition. Stairways, stairwells, landings and all access areas and entrances shall not be used as storage space. In the event that the Day Care Center does not abide by this provision, the Church may arrange for the removal of said items in order to maintain a safe condition. The cost of such removal will be at the expense of the Day Care Center.

**Section 5. Repairs and Maintenance –**

1. The Day Care Center shall obtain prior written approval from the Rector and Wardens of the Church before any installations, improvements; major alterations or upgrading is carried out. Requests for such installations, improvements, major alterations or upgrading must be made in writing, accompanied by sketches or drawings with details of proposed work, including projected cost, for review and necessary action by the Church. At no time will a contractor be utilized that has not been previously approved by the Church. The Church will exercise diligence and promptness in responding to requests and shall cooperate with Day Care Center in implementing such requests.
2. In the event that Day Care Center must make alterations to the Premises in order to comply with the requirements of any state and municipal regulations and/or licenses, the cost of said alterations shall be borne by the Day Care Center.
3. The Church will give appropriate notice to the Day Care Center if changes to the physical plant are anticipated.
4. The Day Care Center shall:
5. Be liable for the cost of repairing all damage caused by the Day Care Center’s act or neglect.
6. Keep the Day Care Center space and any other part of the Church used by the Day Care Center as clean and safe as possible.
7. Remove from the Day Care Center all garbage and debris and place such garbage and debris in covered garbage pails at the close of each business day.
8. Do nothing to cause a cancellation or an increase in the Church’s fire or liability insurance.
9. Use no more electricity than the wiring to the Day Care Center or the feeders to the Church can safely carry.
10. Do nothing to destroy, deface, damage or remove any part of the Center or Church.
11. Keep nothing flammable or dangerous in the Day Care Center.
12. Be liable to repair and maintain in working order the stove, refrigerator, if any, and air conditioner(s) if any.
13. Immediately notify the Rector, Wardens or Property Chair in the event of an emergency that occurs while your group is present: e.g., fire, broken water pipe, discontinuation of heat or electricity, the need for emergency services: police, fire, ambulance, etc.
14. The Church shall:
15. Maintain the common areas of the Church in a clean condition.
16. Make any necessary repair to the Day Care Center and vital facilities within a reasonable time after notice by the Day Care Center. The Day Care Center shall submit requests in writing to the Rector and Wardens for repairs to the Premises prior to taking any action on the repairs. In the event of any emergency, Day Care Center shall seek remediation using contractors or resources from a Church endorsed list of providers.

**Section 6. Utilities –**

The Church shall pay for all utilities, namely electricity, water, heat and gas. However, the Day Care Center will use due care and diligence in the utilization of such utilities to avoid excessive utility charges to the Church.

**Section 7. Indemnification –**

Day Care Center agrees to indemnify and hold harmless the Church, its Rector, Wardens and Vestry, and any of its officers, agents and employees from any and all claims, damages, costs and expenses, including reasonable attorney’s fees, arising out of or connected in any manner with the Day Care Center’s use and or presence upon said Premises or presence upon or use of any other portion of Church property or the use or presence of the Day Care Center’s officers, employees, members, agents, clients, potential clients, visitors, or by anyone having or seeking a business relationship with the Day Care Center.

**Section 8. Liability Insurance –**

1. The Day Care Center agrees to maintain liability insurance in an adequate amount for the protection of the Church, its Rector, Wardens, Vestry, officers, agents and employees against any claim of loss, damages or costs. At a minimum the Day Care Center must maintain the following minimums:

* $250,000 for property damage,
* $500,000 for injuries to one person
* $1,000,000 for injuries to more than one person in any accident or occurrence.

and list the Church as the second insured on the Day Care Center insurance policy.

1. The Day Care Center shall submit a current Certificate of Insurance to the Church within one week of signing this Agreement and shall submit new Certificates to the Church office, no later than 30 days prior to the expiration of the Certificate of Insurance currently on file with the Church. Failure to provide such insurance shall provide an immediate basis for termination and the Day Care Center shall cease its operations at the premise until such certification is received.
2. The Day Care Center shall notify the Church Representative in writing within 48 hours of its being notified, reported or told of any breakage, damage, inconvenience and/or accident caused or suffered by the Day Care Center or by its employees, agents, clients, potential clients, visitors, or by anyone having or seeking a business relationship with the Day Care Center.

**Section 9. Duration of Agreement –**

1. This Agreement shall be for a Y-year term commencing on Month, DD, YYYY through Month, DD, YYYY.
2. This Agreement may be renewed by the parties in writing for additional one-year terms upon the terms and conditions agreed to by the parties at the time or renewal.
3. Either the Church or the Day Care Center shall notify in writing to the other party of its intent to renew or not renew this Agreement at least 60 days before the end of the term.

**Section 10. Termination –**

1. Either party may terminate this Agreement if the other party does not abide by the terms and conditions of this Agreement, upon the one party giving the non-complying party 10 days advance written notice, unless the non-complying party can bring itself into compliance with this Agreement with 5 days of its receipt of such notice.
2. The Church may terminate this Agreement for no cause upon providing 90 days advance written notice to the Day Care Center.
3. The Day Care Center may terminate this Agreement without cause upon providing 90 days advance written notice to the Church.

**Section 11. Payment by Day Care Center –**

1. The Day Care Center agrees to pay and will pay the Church $X,XXX.00 per month in the first year, to be increased by X% in each succeeding year through the three year term of the Lease. It is understood that this amount is inclusive of utilities, normal wear and tear, the aforementioned maintenance and repairs.
2. The Day Care Center shall provide to the Church, on a calendar quarter basis, financial information as to its gross receipts and any other financial information requested in writing by the Church.
3. All payments are due on the first of each calendar month.
4. In the event a payment is not received by the 15th of the month in which it is due, a late charge of $50 will also be payable.

**Section 12. Modifications** –

This Agreement may be modified from time to time by the parties but such modifications shall be effective only if it is in writing and signed by both parties.

**Section 13. Keys**

1. The Day Care Center shall provide keys to all areas of the Premises to a representative of the Church for use in emergency circumstances.
2. The Church shall provide the key to Premises to the Day Care Center. The providing of such key is subject to the “Security Regulation – Key Control Agreement” attached hereto and incorporated herein.

**Section 14. Miscellaneous –**

1. All requests and notices required under this Agreement shall be in writing. Notices and requests from the Day Care Center shall be directed to the Wardens and Vestry of the Church. Notices and requests from the Church shall be directed to the Director of the Day Care Center.
2. The Church shall provide one permanent parking spot for the Director of the Day Care Center.

The parties agree to be bound by this Agreement, its Terms and Conditions, Key Control Agreement and any Attachments as of this \_\_\_ day of Month\_, YYYY.

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|  |  |  |
| The Reverend. Name, Rector |  | Name, Title |
|  |  |  |
| Church of CCCCCC |  | Organization |
| Street Address |  | Street Address |
| City, New Jersey, Zip Code |  | City, New Jersey, Zip Code |

**Section 15. Standing Committee –**

Landlord and Tenant agree that this Lease is subject to the consent of the Bishop and the Standing Committee of the Episcopal Diocese of Newark and is not binding until said approvals are granted, which approval shall be evidenced by a letter or other writing, signed by the Bishop or other authorized person who shall, in such writing, represent his authority to sign and deliver such consent. Landlord will diligently seek this approval.***The Church of CCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCC***

***City, New Jersey Zip Code***

##### KEY CONTROL AGREEMENT

|  |  |
| --- | --- |
|  |  |
| User:: | Organization |
|  |  |
| Key-Holder’s Name: | User Representative |
|  |  |
| Key-Holder’s Address: | Street Address  City, New Jersey Zip Code |
|  |  |
| Key-Holder’s Telephone Number: | ###-###-#### (Business) |
|  |  |
| Key-Holder’s Telephone Number: | ###-###-#### (Fax) |

I acknowledge receipt of Key #\_\_\_\_\_ , and agree to maintain it under my personal control at all times during our use of the premises and facilities at the Church of CCCCCC, City, New Jersey, or in a secure location if not at the premises or facilities. I further agree not to duplicate or attempt to duplicate this key, and to return the key to the Church office upon termination of use of the Church’s facilities, or upon demand. Should I be replaced as Key-Holder by any person from my group/organization, I will notify the church liaison. A similar form may be executed with the new Key-Holder before he/she takes possession of this key. In the event of loss or theft of this key, I agree to immediately notify the church liaison named below.

I also understand that this is the only key my group or organization will be assigned. I understand that this key is part of a non-duplicable key and lock system presently established on the church premises. I agree that should this key be lost or stolen through my negligence, I and the group/organization to which I belong shall pay for the whole cost of another key and lock system comparable to the one now established on the church premises.

This agreement also includes a key to the Church Alarm System for User’s area.

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| The Rev. Name, Rector |  | Name of Representative, Title |
|  |  |  |
| Church of CCCCCC |  | Name of Organization |
|  |  |  |
| Date: Month, DD, YYYY |  |  |