

Candlelight Facility & Parking Lot Lease Agreement

TERMS AND CONDITIONS

As a fellowship of believers in service before the Lord, we at Candlelight desire to be of service to both members of the church and those of the community. However, as the result of changing laws, insurance requirements, discrimination ordinances, and or city, state, and federal regulations, it is necessary to have a clear, published policy in place for Candlelight Christian Fellowship buildings and their use. For this reason we have adopted the following policy:

We at Candlelight Christian Fellowship are committed to serving church members as well as members of the community who comply with our mission and doctrine. For these reasons, Candlelight Christian Fellowship will not host or facilitate any building uses that contradict our mission. We will only facilitate or host building use that is in direct service to our members and the Candlelight Christian Fellowship mission.

Candlelight Christian Fellowship members are entitled to use of church properties for weddings, funerals, events, and similar uses as stated in our positional paper entitled; "Why Should I Be a Member of the Local Church."

The rates for building use and all the terms and conditions in this agreement will be used for all building use requests.

Use of Candlelight Christian Fellowship building and parking lot by any individual or group is subject to the following terms and conditions and requires approval by our Administrative Pastor and/or Senior Pastor.

TERMS AND CONDITIONS

- 1. Premises:** Lessor (Candlelight Christian Fellowship) hereby leases to Lessee the Premises consisting of all or portions of the Candlelight Christian Fellowship, and such portions of the sublet premises of Candlelight Christian Fellowship, specifically upon the terms and conditions set forth herein. (See Facility Use Form).
- 2. Term:** The term of this Lease is only for the days and hours as described on the Facility Use Form indicated by the Lessee. Additional time needed for set up, break down, or clean-up will be allowed only as available. For purposes of assessing damages and liability, the term shall be deemed to include all times when Lessee or its officers, directors, agents, contractors or employees, or any property belonging to the same, are on the Premises, whether or not such possession has been consented to by Lessor.
- 3. Rent/Rental Fee:** The rental use of the facility may be revoked on relatively short notice if the Church is required for a Funeral or other Special Service that may be required. The deposit is refundable in case the Lessor (Candlelight) cancels the event. The deposit is non-refundable if the Lessee cancels the event. The Lessor is not responsible for any damage nor loss incurred by the Lessee caused by the cancellation of the event. The rent, including all deposits and building fees which are the obligation of the Lessee hereunder, shall be paid as described in the Facility Cost Breakdown (invoice) presented to the Lessee should the Lessee agree to rent the facility. Any sums owing are due at the end of the lease period (day of the event), minus the deposit fee. Any additional charges to the Lessee (as for additional occupancy, repairs, cleanup, or the like) shall be payable within ten (10) days following Lessor's term of the lease.
- 4. Acceptance of Premises:** Unless otherwise provided in this Lease, Lessee having examined the building and the Premises, and having made a careful and complete inspection thereof, accepts the Premises in their present condition, without any representations or warranties by the Lessor, and subject to any state of facts that a personal inspection might reveal. Lessee has satisfied itself that the Premises are suitable and appropriate for the Event, and that the Event can be conducted thereon consistent with all applicable laws, rules and regulations, and acknowledges that Lessor has made no warranty or representation with respect thereto. Notwithstanding the foregoing, Lessor does warrant that the Premises will be in substantially the same physical condition as at the time of Lessee's inspection, and that the utilities and facilities included in this Lease will be in good operating condition, at the commencement of the Lease term.
- 5. Parking Lot:** Any person desiring to hold a product sale, car wash or event in the Candlelight/Skate Plaza parking lot must fill-out a Candlelight Christian Fellowship, Parking Lot Policy - Product Sales / Car Washes / Events form. A general cleaning fee will apply. Water and an electrical charge may be applicable.
- 6. Use of Premises:** Use of the Premises by Lessee shall be solely to conduct the Event as described above, and for no other purpose. Lessee warrants that its use and conduct, and that of its officers, agents, employees, invitees, and guests, will be in accordance with all applicable laws, rules and regulations. Lessee shall neither use nor occupy the Premises nor any part thereof for any unlawful, disreputable or ultra-hazardous business purpose nor operate or conduct its business in a manner constituting a nuisance of any kind. Lessee will not use the Premises in any manner that would cause the property to be subject to an extraordinary insurance risk, or which would prevent or invalidate the procurement of insurance by Lessor. Lessee shall immediately upon discovery of any unlawful, disreputable or ultra-hazardous use, take action to halt such activity.
- 7. Taxes, Permits, Licenses, and Assessments:** Lessor shall be responsible for the payment of all taxes, assessments or other governmental charges that shall or may be imposed upon the real property and improvements. Lessee shall be responsible for the payment of all taxes, assessments, license fees, permit fees or other charges or permits required by law or contract, including but not limited to sales tax, admission taxes, BMI, ASCAP and the like, associated with its personal property, operations and the Event.
- 8. Insurance:** Lessor maintains insurance for the building and parking lot and improvements against the risk of fire or another casualty. Lessee shall reimburse Lessor for any increase in insurance premiums caused by Lessee's Event on the Premises or in the parking lot. In addition, Lessee shall, at its sole cost and expense, maintain insurance against liability for bodily injury and property damage in amounts and informs of insurance policies as may be required by Lessor, but, in any event, not less than one million dollars (\$1,000,000.00) of coverage, per occurrence and in the aggregate, with "completed operations coverage"; and one million dollars (\$1,000,000.00) commercial automobile coverage. Proof of insurance shall be provided to Lessor not less than ten (10) days prior to the commencement of the Event. All insurance provided by Lessee shall be carried in favor of Lessor and Lessee, as named insureds and/or loss payees, as their respective interests may appear.

9. Security: Lessor will require their own uniformed security team, or recommended professional security services on the site during the Event at the expense of Lessee. Lessor reserves the right to determine how many police officers or security forces will be required. The charge reflected for security in the additional charges, above, represents an estimate of the additional charges which may be incurred for security for the Event. Lessor shall provide an accounting for all expenditures for security, and submit either a check for reimbursement or an invoice for sums owing to Lessee within thirty (30) days after the conclusion of the Event.

10. Inspection and Control: Lessor at any time during the term of this Lease has the right to inspect the Premises, and to maintain control of the facility, and to enforce all necessary and proper rules for the management and operation of the facility and Lessor's employees. The Facility Manager of the facility and his/her on-duty employees may enter the facility and the Premises, at any time and on any occasion. Lessee hereby waives any right and all claims for damages against the Lessor, its officers, directors, employees, and agents. Any decision affecting any matter not herein expressly provided for shall rest solely with the discretion of Lessor.

11. General Obligations of Lessee: Lessee shall conduct its operations so that the Premises are kept clean and free from rubbish, dirt and any unlawful structure at all times. Upon the termination of the Lease term, Lessee shall peaceably and quietly remove all its property and leave the premises. Any property not so removed may be deemed abandoned by Lessor, or may be removed by Lessor and disposed of, at Lessee's cost and expense.

12. Operations: Without limiting the generality of the foregoing paragraphs relating the rights and duties of the Lessor and Lessee, the following shall apply to the Lessee's operations on the Premises unless otherwise specifically agreed in writing between the parties:

a. Radio and Television: No radio, television or broadcasting facilities, films, recordings or videos made of any performance or event at or from the Premises is allowed without the express written permission of Lessor.

b. Copyrighted Material: Lessee warrants that all copyrighted material to be performed at the Event or on the Premises has been duly licensed or authorized by the copyright owners or their representatives.

c. Sound Levels: Lessee shall be responsible for ensuring that sound levels do not exceed 95 dbs. at mixer position, or 90 dbs. at the facility boundaries. In the event of any disagreement on decibel readings, the sound levels measured and recorded by Lessor or its agents, contractors or employees, shall control. Lessor reserves the exclusive right to adjust volumes when necessary to bring the sounds levels within these parameters.

d. Profanity: Lessee shall control and prohibit the use of profanity on the Premises, particularly during amplified portions of the Event.

e. Seating Capacity: Tickets to any entertainment, exhibition, or arena event shall not exceed the maximum capacity of the Premises. Lessee shall not exceed the maximum occupancy capacity for all or any other portion of the Premises. Passageways shall be kept free and clear at all times, and no chairs, movable seating or other personal property shall be placed or allowed to remain in the passageways.

f. Set-ups: Lessee shall be solely responsible, at its cost and expense, to furnish sound, electrical, and mechanical set-ups when not already provided by the lessor. Lessee shall provide to Lessor a full and detailed outline of all floor plans, equipment, and personnel for the Event not less than thirty (30) days in advance of the commencement of the Lease term. Any additional pre-event services and equipment provided by Lessor at Lessee's request shall be charged to Lessee at prevailing rates. Lessor shall provide an accounting for all expenditures and submit an invoice for sums owing to Lessee at any time after the services have been rendered and, in any event, within thirty (30) business days after the conclusion of the Event.

g. Flammables and Pyrotechnics: Lessee shall not have, use, operate or set off any engines, machines or fireworks, or use oils, burning fluids, kerosene, naphtha or gasoline for mechanical or other purposes, or any agent for illuminating purposes, without the express written consent of Lessor.

h. Defacement of Buildings: Lessee shall not drive any nails, hooks, tape or screws in any part of the Premises, nor shall Lessee make or allow any alteration of any kind. Any damages to the Premises shall be repaired by Lessee. If Lessee fails to restore the Premises to their original condition, Lessor shall have the right to make all necessary repairs, and shall invoice Lessee for the cost thereof.

i. Evacuation: Should it become necessary to evacuate the Premises for reasons of public safety, Lessee may retain possession for an amount of time equal to the interruption caused by the evacuation to complete presentation of activities without additional rental charge, to the extent that time is available without interference with subsequently scheduled events or activities. If time is not so available, Lessee shall still be responsible for the full and complete payment of all sums to be paid by it under the terms of this Lease, without reimbursement, in whole or in part, by Lessor.

13. Advertising and Signs: All signage shall be provided by Lessee, subject to Lessor's approval as to type and placement. Lessee shall immediately remove signs, displays, advertisements or decorations it has placed on the Premises that, in the opinion of Lessor, are offensive or otherwise objectionable, and all other signs, displays, advertisements or decorations upon termination of the tenancy. Without limiting the generality of the foregoing, Lessee shall be solely responsible for clearly and accurately advertising to the public the dates, time, prices and other relevant information regarding the Event. Lessee may not advertise to the public for the Event until all contracts and agreements between the parties have been signed, and all sums paid in accordance with their terms.

14. Indemnity: Lessee shall indemnify Lessor against all expenses, liabilities and claims of every kind, including reasonable attorney fees, by or on behalf of any person or entity, arising out of either: (1) a failure by lessee to perform any of the terms or conditions of this Lease; (2) any injury or damage happening on or about, or arising out of the Lessee's use of, the demised premises; (3) failure of Lessee to comply with any law of any governmental authority; or (4) any mechanic's lien or security interest filed against the demised premises or equipment, materials or alterations of buildings or improvements thereon.

15. Destruction of Premises: If the Premises are destroyed or damaged by fire, the elements (including earthquake), or acts of war to such an extent as to render the same inhabitable in whole or in substantial part, and if Lessor determines the Premises cannot be restored in time for the Event, this Lease may be cancelled by Lessor, and all sums paid or on deposit reimbursed to Lessee as its sole and exclusive remedy for the termination of this Lease.

16. Assignments by Lessee: Lessee shall not assign, mortgage or hypothecate this Lease, or grant any security interest therein, or permit the use of the Premises by any person or persons other than Lessee, or sublet the Premises, or any part thereof, without the prior written consent of Lessor. Any transfer of this Lease from Lessee by merger, consolidation or liquidation shall constitute an assignment for purposes of this section. This Lease shall not be assigned by operation of law. If consent is once given by Lessor to the assignment of this Lease or any interest therein, Lessor shall not be barred from afterwards refusing to consent to any further assignment.

17. Default: In the event of default in the payment of rent or the breach of any other term, covenant or condition to be performed by Lessee under this agreement, Lessor shall have the right to cancel the Event, and, if applicable, remove the Lessee and all persons from the Premises and take all legal action necessary to obtain possession of the Premises. Lessee shall still be liable to Lessor for all sums due and owing under this Lease. All sums paid to the date of termination shall be retained by Lessor in partial satisfaction of the Lessee's obligations.

18. Notices: Unless otherwise directed by notice given pursuant to the terms of this Lease, all payments, notices or other communications shall be given to the parties in writing. Any notice so given shall be deemed given at the time the notice is personally received, such as by US mail or email, or when deposited in the United States Mail, either registered or certified, with postage prepaid.

19. Attorney Fees: In the event that it becomes necessary for either party to this Lease to seek legal advice, or if any suit, action or another proceeding shall be instituted, relating to any term or condition of this Lease, or relating to any of the rights, duties or obligations arising under it, the prevailing party shall be entitled to recover from the other party, and the other party agrees to pay to the prevailing party, whether or not the matter proceeds to final judgment or decree, in addition to costs and disbursements allowed by law, the prevailing party's reasonable attorney fees incurred in seeking such advice, or such sum as the trial and each appellate court may adjudge reasonable in any suit, action or other proceeding, and in any appeal there from.

20. Venue and Governing Law: This agreement and the rights and remedies of the parties hereunder shall be governed by the State of Idaho. In the event of any suit or action arising out of or in any way relating to this agreement, the use of the Premises, the Event, or the like, venue shall be laid in the First Judicial District for the State of Idaho, in Kootenai County, Idaho.

21. Entire Agreement: This instrument contains all the agreements and conditions made between the parties hereto and may not be modified orally or in any other manner than by an agreement in writing signed by all of the parties hereto, or their respective successors or assigns. The receipt of rent by Lessor with knowledge of any breach of this Lease by Lessee, or of any default on the part of Lessee in the observance or performance of any of the conditions or covenants of this Lease, shall not be deemed to be a waiver of any provision of this Lease unless so specified in writing by Lessor. No failure on the part of Lessor to enforce any covenant or provision contained herein shall discharge or invalidate such covenant or provision or affect the right of Lessor to enforce the same in the event of any subsequent breach or default, unless so stipulated in writing by Lessor.

22. Benefit: This Lease shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

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TERMS AND CONDITIONS

I have reviewed and agreed to Candlelight Facility Use Agreement, Terms, and Conditions:

Lessee:

Print name: _____

Date: _____

Signature: _____

(Please sign and return this page. A copy of this page will be returned to Lessee within 5 working days following the receipt of the required deposit)

↓ (Office Use Only) ↓

Approved by:

Print name: _____

Date Received: _____

Signature: _____

Proof of Insurance Received Yes No

Payment received on _____ Check Number _____ Amount _____

Signature: _____