

IMMANUEL MAR THOMA CENTER (IMTC)

CONTRACT FOR LEASE
(Public/External Use)

STATE OF TEXAS
COUNTY OF FORT BEND

CONTRACT NO.

THIS CONTRACT FOR LEASE made and entered into this _____ day of _____ by and between the Immanuel Mar Thoma Church ('IMTC'), having its principal place of business at 10212 Fountain Gate Drive, Stafford, Texas 77477, a Non-Profit Religious Corporation registered with the Secretary of State of Texas and also having 501 (C) (3) tax exempted status under Internal Revenue Service Code, (hereinafter also called "**Lessor**"), acting by and through its Trustee, and _____, an individual/group/organization, having its principal place of business at _____, (hereinafter called "**Lessee**") and commonly known as 'parties' as used hereinafter.

WITNESSETH:

1. Premises: Upon the terms, covenants, and conditions contained in this contract, Lessor has granted to Lessee and Lessee has accepted from Lessor a right for Lessee to use and occupy space in that portion (hereinafter called the "Facility") of the Immanuel Center located in the City of Stafford, Fort Bend County, Texas, except the Church building and the Sanctuary.

2. Use of the Premises: Lessee represents and covenants that the Premises are to be used for the purpose of: _____, hereinafter sometimes called "the Event", and for no other purpose without the written consent of Lessor for a term of use beginning _____ day of _____, 2 to _____ day of _____, 2_____.

3. Payment: As consideration hereof for the right of use herein granted of the Premises and services mentioned above, Lessee promises to pay Lessor the sum of _____ (\$_____.00). The Lessee further agrees that the whole payment including the custodial/cleaning up fee shall be made on or before 30 days/7 days or 1 day prior to the event date whichever comes first and is applicable to the Lessee. It is further agreed by parties that only upon making the full payment the Lessee is entitled to any

right of access to or use of the Premises or use of the services and the Lessor is obligated to permit the Lessee to have access to the Premises and usage of the services as per the terms of this contract. Refund of the Deposit, Usage Fee, and Custodial/Cleaning Fee shall be subject to Clause J of the Abstract of Facility Policies, Guidelines, Fees, which forms part of this contract, attached as appendix A.

4. Security Deposit of Damages: As security for payment of the damages due to the use of the premises by the Lessee or its employees, agents, guests, or invites or attendees, the lessee shall deposit an amount of (\$_____) as security

deposit along with the application which shall be retained by the Lessor as security until the final walk-thru is done by FMC. If any damages are assessed for the Lessee, such damages will be deducted from this security deposit and the balance amount will be refunded to the Lessee. If the security amount does not meet the amount of damage assessed, Lessee shall pay the balance upon demand by Lessor within 30 days of such demand in writing. If no damages are assessed the security deposit will be considered as a portion of payment for the right of use of the premises or services by the lessee as per the terms of this contract. If the contract is not entered into for any reason between the parties the security deposit shall be refunded after 10% for administrative expense.

5. Control of Premises: In renting the Premises, Lessor does not relinquish the right to control the management of the Premises to enforce all necessary and proper rules for the management and operation of the same, and any such other authority to control the use of premises in accordance with the policy manual. Lessor through its FMC or OMP, police officers, fire fighters, and other designated representatives, has the right at any time to enter any portion of the Premises for any purpose, and the entire Immanuel Center is at all times under the charge and control of the FMC or its agents OMP, provided this shall not authorize or empower Lessor to direct the activities of Lessee or assume liability for Lessee's activities.

6. Acceptance of Premises: Lessee agrees that Lessee has examined the Premises prior to the execution of this contract and is satisfied with the physical condition of the Premises, and Lessee's taking possession of the Premises shall be conclusive evidence of its receipt of the premises in safe, sanitary and sightly condition and in good repair. The lessee also acknowledges that the Premises is suitable for its use and meets all specifications demanded by the Lessee, State and City ordinances and shall obey with all Federal, State and City laws and ordinances. Failure or breach on the part of the Lessee on complying with any Federal, State or City laws or ordinances, the Lessee shall not hold Lessor for any damages or actions.

7. Indemnity: Lessee agrees to defend, indemnify and hold IMTC, its officers, agents, and volunteers, harmless against any and all claims, lawsuits, judgments, cost and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this contract, or by any other negligent or strictly liable act or omission of Lessee, its officers, agents, employees or subcontractors, in the performance of this contract.

8. Passageways: No portion of the sidewalks, ramps, driveways, or access to public utilities of the Premises shall be obstructed by Lessee or used for any other purpose other than for ingress or egress from the Premises without the prior written consent of the FMC. The doors, skylights, stairways or openings that reflect or admit light into any place in the building, including hallways, fire hose cabinets, and housing lighting appurtenances shall not be covered or obstructed by Lessee without the prior written consent of the FMC.

9. Care of Premises: Lessee, at Lessee's own expense, shall keep the Premises in a safe, sanitary and sightly condition, in good repair, and shall restore and yield the Premises back to Lessor upon the expiration or termination of this contract in good condition and repair, ordinary wear and tear (and damage by the elements, fire, or

act of God, or by other cause beyond the control of Lessee) excepted. If the Premises are not so kept by Lessee, Lessor may enter premises (without causing or constituting a termination of the privilege or an interference for the possession of the Premises by Lessee) and do all things necessary to restore the Premises to the condition required, including but not limited to removal of signs, balloons, tape and other things not removed by Lessee, its sub-lessees, or their respective servants, agents, employees, invitees, licensees, or contractors charging the cost and expense thereof to Lessee.

10. Assignment: Lessee shall not assign this contract, nor suffer any use of the premises other than specified in this contract, without the prior written consent of the IMTC. Nor shall Lessee sublet the Premises without the prior written consent of the IMTC. Lessee agrees to ensure that any assignee or sublessee will comply with all terms, provisions, covenants, and conditions of this contract. If any assignment is permitted in writing by Lessor, such an assignment or subletting of this contract shall not relieve Lessee from any of its obligations under the contract.

11. Restriction on Certain Displays: Lessee agrees that it will not display nor permit its agents or sub-lessees to display in the Premises any drug paraphernalia, political advertisements or any such prohibited displays under Federal or State or City ordinances or which is contrary to the faith and practices and constitution of the Mar Thoma Church. If the FMC determines that drug paraphernalia or political advertisements or any such prohibited items are being displayed, the FMC will cause such prohibited drug paraphernalia, political advertisements or displays to be removed from the Premises.

12. Radio and Television Broadcasts: Lessee shall not transmit nor permit anyone to transmit from the Premises a description of any part of the Event by means of radio, television, cable, videotape, or other method of transmission of aerial or visual reports without the prior written consent of the FMC.

13. Matters Not Covered: Any decision affecting any matter not expressly provided for in this contract shall rest within the reasonable discretion of Lessor through its FMC and the Executive Committee of the IMTC as per the Policy Manual, Abstract of Policy, Fees Information and Application submitted by the Lessee.

14. Venue: The parties herein agree that this contract shall be enforceable in Fort Bend County, Texas, and if legal action arises out of this contract or is necessary to enforce it, an exclusive venue shall lie in Fort Bend County Texas.

15. Force Majeure: If the (a) Immanuel Center or any portion thereof shall be destroyed or damaged by fire or other calamity so as to prevent the use of the Premises for the purposes and during the periods specified in this contract, or (b) if the use of the Premises by Lessee shall be prevented by act of God, strike, lockout, material or labor restrictions by any government authority, civil riot, flood or any other cause beyond the control of Lessor, then this contract shall terminate and Lessee hereby waives any claim against Lessor for damages by reason of such termination except that any unearned portion of the rent due hereunder shall abate, or if previously paid, shall be refunded by Lessor to Lessee except the security deposits, subject to the Clause H of Abstract of Facility Policies, Guidelines and Fee attached as Appendix A to this contract,

which forms part of this contract.

16. No Partnership: Nothing contained in this contract shall be deemed to constitute Lessor and Lessee partners or joint ventures with each other in any event or programs conducted by the Lessee on the premises unless agreed between the parties in writing. No event shall be conducted by the Lessee as if it is being sponsored by the IMTC or its organizations or prayer groups unless written permission is obtained and a copy of such written permission provided to IMTC.

17. No Waiver: No waiver by Lessor of any default or breach of any covenant, condition, or stipulation herein contained shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation hereof.

18. Multiple Parties: If more than one Lessee is named under this contract, the obligation of all such Lessees shall be and is, joint and several.

19. Entire Agreement: This contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties hereto attached to and made a part of this contract.

20. Execution of Contract: This contract is executed and signed by the parties and the Lessee hereby acknowledges that he/she has received a copy of the signed contract and receipts for payment of the deposit/usage fee/custodial/cleaning up fee from the Lessor. Lessee also acknowledges that he/she has received a copy of the attachments listed below from Lessor.

IN WITNESS WHEREOF, the parties execute this contract as of the day and year first written above.

Lessee:

Lessor:

Signature:

Name:

Title:

Signature:

Name:

Title:

