



Presbytery Center  
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Together Transforming  
Lives, Congregations, Communities, World  
Connected to the Synod of the Northeast and Presbyterian Church (USA)

## Property Use Agreement

For use by congregations of Newark Presbytery  
Newark Presbytery Board of Trustees

This Lease is made on \_\_\_\_\_, 20\_\_ between \_\_\_\_\_ (the  
“Tenant”), whose address is:

\_\_\_\_\_, and:

\_\_\_\_\_ (the Church,  
“Landlord”), whose address is:

\_\_\_\_\_.

1. **Property.** The Tenant agrees to rent from the Landlord and the Landlord agrees to lease to the Tenant, the following specific areas at the following times of the property located at:

\_\_\_\_\_, (the  
“Premises”). Area and Times specified for use:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

2. **Term.** This Lease is a month-to-month lease for a term not exceeding one year, subject to the following conditions, starting on \_\_\_\_\_, 20\_\_ and ending on \_\_\_\_\_, 20\_\_. The Landlord is not responsible if the Landlord cannot give the Tenant possession of the Property at the start of this Lease. However, the Tenant shall only be responsible for payments under the

terms of this Lease from the date on which possession is made available and if the Landlord cannot give possession within 30 days of the execution of this Lease by all parties, the Tenant or Landlord may cancel this Lease.

3. **Notice to vacate:** The Landlord shall be permitted to require Tenant to vacate the Property on one month's written notice of termination of the Lease. Landlord's right to require Tenant to vacate the Property on one month's written notice, however, may be based upon any reason, solely at the Landlord's discretion. The one month's period shall commence from delivery of the written notice to Tenant, and shall not abide the first day of the following month.
4. **Payment.** The Tenant agrees to pay all utilities, maintenance, telephone charges, taxes (if applicable), insurance, and all other charges relating, in any manner, to the Property during Tenant's occupancy of the Property. Payment of these expenses shall be paid by Tenant directly to all service providers. In the event Tenant fails to make payment of these expenses when they become due, Landlord shall have the option to declare Tenant in default of this Lease and terminate the Lease in accordance with paragraph 2. In the event Tenant fails to make payment of these expenses when they become due, the Landlord may also make payment of the expenses from the Security Deposit, as defined herein, or if insufficient security exists make payment of the expenses and seek reimbursement of the expenses from the Tenant.
5. **Taxes.** The Tenant has been advised of the possibility that the Township of \_\_\_\_\_ may impose real estate taxes for the Property. Tenant hereby agrees that in the event the Township of \_\_\_\_\_ imposes real estate taxes for the Property, the Tenant will be solely responsible for the payment of taxes during the term of Tenant's occupancy.
6. **Security Deposit.** The Tenant has deposited \$\_\_\_\_\_ with the Landlord as security representing approximately one month's estimated expenses for the Property. If the Tenant complies with the terms of this Lease, the Landlord will return this deposit within 30 days after the end of the Lease. The Landlord may use as much of the deposit as necessary to pay for damages resulting from the

Tenant's occupancy, and demand that the Tenant replace the amount of the security deposit used by the Landlord. If the Landlord sells the property, the Landlord shall transfer the deposit to the new owners for the Tenant's benefit and notify the Tenant. The Landlord will then be released of all liability to return the security deposit. The Landlord will fully comply with the Rent Security Law (N.J.S.A. 46:8-19 et seq.). This includes depositing the security deposit in an interest-bearing account, and notifying the Tenant, in writing, of the name and address of the banking institution and the amount of the security deposit being held. Interest due the Tenant will be credited as rent on each renewal date of this Lease.

7. **Use of Property.** The Tenant may \_\_\_\_\_, or may not \_\_\_\_\_ use the Property as a residence.

If the Property is used as a residence: it will be as a private residence for the following persons only: \_\_\_\_\_,  
\_\_\_\_\_; referred to as  
"propertyhold members."

The Tenant will not keep anything in the Property that is dangerous, flammable, explosive or might increase the danger of fire or any other hazard. No dogs, cats, or other animals are allowed in this Property without the Landlord's prior written consent.

8. **Eviction.** The Tenant may be evicted if the Tenant does not make the payments as set forth above, or does not comply with all the terms of this Lease and for all other causes allowed by law or under this Lease. The Tenant must also pay all costs, including reasonable attorney fees, related to any eviction and the collection of any moneys owed the Landlord, along with the cost of re-entering, re-renting, cleaning and repairing the Property.
9. **Payments by Landlord.** If the Tenant fails to comply with the terms of this Lease, the Landlord may take any required action and charge the cost, including

reasonable attorney fees, to the Tenant as additional rent. Failure to pay such additional rent upon demand is a violation of this Lease.

**10. Care of the Property.** The Tenant has examined the Property, all facilities, furniture and appliances, and the grounds upon which the Property is located, and is satisfied with its present physical condition. The Tenant agrees to maintain the Property and property in as good condition as it is at the start of this Lease except for ordinary wear and tear. The Tenant must pay for all repairs, replacements and damages caused by the act or neglect of the Tenant, the Tenant's propertyhold members, or their visitors. The Tenant will remove all of the Tenant's property at the end of this Lease. Any property that is left becomes the property of the Landlord and may be thrown out. The Tenant must get the Landlord's prior written consent to alter, improve, paint or wallpaper the Property. Alterations, additions and improvements become the Landlord's property.

**11. Repairs by Landlord.** If the Property is damaged or needs repair, the Tenant must promptly notify the Landlord. The Landlord will have a reasonable amount of time to make repairs. If the Tenant must leave the Property because of damage not resulting from the Tenant's act or neglect, the Tenant will not have to pay rent until the Property is repaired. If the Property is destroyed, this Lease will end and the Tenant will pay rent up to the date of destruction. The Landlord is not responsible for any inconvenience or interruption of services due to repairs, improvements or for any reason beyond the Landlord's control. The Tenant may not put any sign or projection (such as a TV or radio antenna) in or out of the windows or exteriors of the Property without the Landlord's prior written consent.

**12. Compliance with Laws.** The Tenant must comply with laws, orders, rules and requirements of governmental authorities and insurance companies that have issued or are about to issue policies covering this Property.

**13. No Waiver Assignment or Sublease.** The Landlord does not give up any rights by accepting rent or by failing to enforce any terms of this Lease. The Tenant may not sublease the Property or assign this Lease.

14. **Entry by Landlord.** Upon reasonable notice, the Landlord may enter the Property to provide services, inspect, repair, improve or show it. Tenant must notify Landlord if Tenant will be away for 10 days or more. In case of emergency or Tenant's absence, the Landlord may enter the Property without Tenant's consent.
15. **Quiet Enjoyment.** The Tenant may live in and use the Property without interference subject to this Lease.
16. **Injury or Damage.** The Tenant will be responsible for any injury or damage caused by the act or neglect of the Tenant, the Tenant's propertyhold members, or their visitors. The Landlord is not responsible for any injury or damage unless due to the negligence or improper conduct of the Landlord.
17. **Renewals and Changes in Lease.** The Landlord may offer the Tenant a new Lease to take effect at the end of this Lease. The new Lease may include reasonable changes. The Tenant will be notified of any proposed new Lease at least sixty (60) days before the end of the present Lease. If no changes are made, the Tenant may continue to rent the Property on a month-to-month basis (with the rest of the Lease remaining the same). In either case the Tenant must notify the Landlord of the Tenant's decision to stay or to leave at least thirty (30) days before the end of the term. Otherwise, the Tenant will be responsible under the terms of the new Lease.
18. **Notices.** All notices provided by this Lease must be written and delivered personally or by certified mail, return receipt requested.
19. **Validity of Lease.** If a clause or provision of the Lease is legally invalid, the rest of this Lease remains in effect.
20. **Entire Lease.** All promises the Landlord has made are contained in this written Lease. This Lease can only be changed by an agreement in writing by both Tenant and Landlord. The Landlord, each Tenant and all who lawfully succeed to their rights and responsibilities are bound by this Lease.

21. **Signatures.** The Landlord and the Tenant agree to the terms of this Lease. If this Lease is made by a corporation, its proper corporate officer's sign and its corporate seal is affixed.

Witnessed or Attested by:

Landlord \_\_\_\_\_ Date \_\_\_\_\_

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

Tenant \_\_\_\_\_ Date \_\_\_\_\_

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

Tenant \_\_\_\_\_ Date \_\_\_\_\_

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

For the Board of Trustees, Newark Presbytery:

BOT \_\_\_\_\_ Date \_\_\_\_\_

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