



# *Saint Catherine of Siena* *Catholic Parish*

## **LEASE AGREEMENT FOR GYMNASIUM**

This lease is made between ST. CATHERINE OF SIENA CHURCH, herein called Lessor, and \_\_\_\_\_, herein called Lessee.

Lessee hereby offers to lease from Lessor the premises situated in the City of Kansas City, Count of Jackson, State of Missouri, described as the gymnasium and concession area situated on the southern portion of the Our Lady of Peace Activity Center, 10526 Grandview Road, Kansas City, Missouri, upon the following terms and conditions.

**Term and Rent.** Lessor leases the above premises for a term of seven months , commencing on \_\_\_\_\_ and terminating on \_\_\_\_\_, or sooner as provided herein at the rental amount of \$25 per hour. All rental payments shall be made to Lessor, at the mailing address of 4101 E. 105th Terrace, Kansas City, Missouri. A \$\_\_\_\_\_ deposit must be made at the time of lease signing which may be used to satisfy the balance of last invoice depending on the condition of the property.

**Use.** Lessee shall use and occupy the premise for the purpose of sports related activities. Lessor represents that the premises may lawfully be used for such purpose.

**Care and Maintenance of Premises.** Lessor acknowledges that the premises are in good order and repair, unless otherwise indicated herein ( none ). Lessee shall maintain the condition of premises in good and safe conditions and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear expected. Lessor shall be responsible for the building maintenance and associated mechanical repairs which are necessary to maintain the current condition of the property. All properties of St. Catherine of Siena Church are smoke free facilities. With the exception of certified service animals, no pets are allowed.

**Alterations.** Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to or about the premises. Lessee shall not be responsible for any capital improvements which need to be made to the premises during the course of the lease.

**Utilities.** Lessor shall furnish the following services, electricity, water for drinking, and water and plumbing for the proper function of the restrooms located within the space, snow and ice removal as reasonably required in order to allow for safe and convenient usage of the premises.

**Entry and Inspection.** Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purposes of inspecting the same.

**Indemnification of Lessor.** Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises.

**Insurance.** Lessee, at his or her expense, shall maintain comprehensive general liability insurance the amount of not less than \$1,000,000 and shall name the Catholic Diocese of Kansas City-St. Joseph d/b/a St. Catherine of Siena Parish as insures thereunder.

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**Destruction of Premises.** In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which making the repairs cannot be made within sixty (60) days, Lessor, at his or her option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement cost, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.

**Lessor's Remedies on Default.** If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within 10 days, after the giving of such notice then Lessor may terminate this lease on not less than 30 days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor. Lessor may at any time thereafter resume possession of the premises by any lawful means.

**Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only in a writing signed by both parties. The following exhibits, if any, have been made a part of this lease before the parties' execution hereof:

Signed this day of \_\_\_\_\_, 20\_\_\_\_\_.

Lessor: \_\_\_\_\_

Lessee: \_\_\_\_\_

\_\_\_\_\_  
Lessee's Address

\_\_\_\_\_  
Lessee's City , State & Zip Code

\_\_\_\_\_  
Lessee's Contact Phone Number

\_\_\_\_\_  
Lessee's Email Address