RECTORY LEASE AGREEMENT

This agreement constitutes a contract by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “Lessee”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “Parish” concerning the rental of space at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (address). Lessee agrees to pay Parish the sum of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per month, via a semimonthly payroll deduction of $\_\_\_\_\_\_\_\_\_\_\_\_.

TERM: This Agreement will be effective from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ through \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Parish will provide: (Please check)

\_\_\_\_ electricity \_\_\_\_\_ building maintenance

\_\_\_\_ water \_\_\_\_\_ yard maintenance

\_\_\_\_ heat \_\_\_\_\_ snow removal

\_\_\_\_ telephone (local calls) \_\_\_\_\_ insurance for building

\_\_\_\_ garage space (1 space) \_\_\_\_\_ internet connection

\_\_\_\_ cable (television) \_\_\_\_\_ Other: \_\_\_\_\_\_\_\_\_\_\_\_\_

Lessee is responsible for: (Please check)

\_\_\_\_ electricity \_\_\_\_\_ building maintenance

\_\_\_\_ water \_\_\_\_\_ yard maintenance

\_\_\_\_ heat \_\_\_\_\_ snow removal

\_\_\_\_ telephone (local calls) \_\_\_\_\_ insurance for building

\_\_\_\_ garage space (1 space) \_\_\_\_\_ internet connection

\_\_\_\_ cable (television) \_\_\_\_\_ Other: \_\_\_\_\_\_\_\_\_\_\_\_\_

The residence will be smoke-free and no pets are allowed.

TERMINATION: Upon the end of the Term, Lessee shall vacate the Property and deliver the same to the Parish unless: (a) the Lease is formally extended by the Parish and the Lessee in a writing signed by both parties; or (b) the Parish willingly accepts Rent from the Lessee for a period beyond the original Term. Where the Parish accepts Rent for a period beyond the original Term, without a formal extension agreed to in writing by both parties, a month-to-month tenancy will be created.

INSPECTION BY THE PARISH: Parish may upon advance notice and at reasonable times inspect the leased premises, make repairs and show the premises to prospective tenants or purchasers; and if Lessee is absent from the premises and the Parish reasonable believes that entry is necessary to preserve or protect the premises, Parish may enter without notice and with such force as appears necessary.

INVENTORY: An updated list of ownership of household furnishings is to be filed with all the parties to this agreement. Should it be necessary to vacate the premises for any reason, it is agreed that either party will give a thirty (30) day notice.

INSURANCE: Lessee agrees to maintain a policy of homeowners/rental insurance at all times during the duration of this lease agreement or during their occupancy of Parish’s property. Lessee’s insurance policy(s) shall provide a minimum of $300,000 per occurrence in general liability and $100,000 in fire legal liability and shall also provide first-party property coverage on Lessee’s personal possessions. Lessee’s liability and property insurance shall be primary over Parish’s insurance in the event of loss. Lessee agrees to provide Parish a certificate of insurance evidencing such coverage prior to occupancy and every 12 months or upon policy renewal thereafter. (Note: *Archdiocesan priests only, while on assignment for the Archdiocese of Milwaukee or Archdiocesan priests who are retired and living on Archdiocesan or Parish Property have the following coverage at no cost through Catholic Mutual:  $25,000 in personal property coverage and $300,000 in personal liability coverage.*)

INDEMNIFICATION: Lessee agrees to hold harmless, defend, protect and indemnify Parish against and from any claim or cause of action arising out of Lessee’s occupancy or use of Parish’s property or from any negligence or other actionable fault caused by Lessee or its family members, guests, or agents.

NO WAIVER OF SUBROGATION: Parish does not waive any rights of recovery against the Lessee for damages that are covered by Parish’s property insurance coverage. Lessee and Parish agree that this paragraph overrides any and all portions of previous agreements between Lessee and Parish that contain language in contradiction with this paragraph.

SEVERABILITY PROVISION: Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Trustee-Treasurer Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Lessee Date