

**LEASE AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, **20\_\_**, by and between:

ROMAN CATHOLIC BISHOP OF LOUISVILLE,  
A CORPORATION SOLE,  
By its unincorporated entity,

PARISH FULL NAME  
PARISH ADDRESS  
CITY, STATE & ZIP

Party of the First Part;  
(hereinafter referred to as "LESSOR")

AND

LESSEE CORPORATE NAME  
LEASE SIGNEE NAME  
LESSEE ADDRESS  
CITY, STATE & ZIP

Party of the Second Part;  
(hereinafter referred to as "LESSEE")

**WITNESSETH:**

WHEREAS, the ROMAN CATHOLIC BISHOP OF LOUISVILLE, a Corporation Sole, is the owner of the property located at PARISH ADDRESS, CITY, STATE ZIP, currently known as PARISH FULL NAME; and,

WHEREAS, it is agreeable to providing space for LESSEE NAME, their personnel and operations for and in consideration of the rentals and the covenants, terms and conditions set forth herein; and,

WHEREAS, the LESSOR agrees to lease the premises as described herein to the LESSEE, and LESSEE agrees to lease the premises as described herein from the LESSOR; and,

WHEREAS, LESSEE shall be allowed TO HAVE AND TO HOLD said premises with all rights and privileges therein belonging to LESSEE, for and during the term herein provided, and LESSOR covenants to keep LESSEE in quiet possession of said premises during the term of this Lease, provided LESSEE shall pay the rentals and perform its obligations hereunder; and,

WHEREAS, LESSEE is solely responsible for the successful operation of LESSEE NAME, including supervision and/or direction of its personnel, visitors, guests and invitees, none of whom shall be under the control, supervision or direction of LESSOR; and

WHEREAS, LESSOR is entering into this Lease Agreement for financial gain in return for providing the use of its facilities to LESSEE NAME.

NOW, THEREFORE, this Agreement shall be subject to the following terms and conditions, to-wit:

- Designated Space:** The area provided under this lease shall be (BE AS SPECIFIC AS POSSIBLE AS TO ALL AREAS TO BE INCLUDED. DOWN TO THE SQUARE FOOT IF POSSIBLE.)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ and other areas as agreed upon from

time to time, in writing, between LESSOR and LESSEE, excluding (BE AS SPECIFIC AS POSSIBLE AS TO ALL AREAS TO NOT BE INCLUDED. DOWN TO THE SQUARE FOOT IF POSSIBLE.)

\_\_\_\_\_, all of which are located at PARISH ADDRESS, CITY, STATE ZIP. (the "LEASED PREMISES")

2. **Term:** The initial term of this Lease is for one (1) year and shall commence on the 1<sup>st</sup> day of MONTH, YEAR, and terminate on the last day of MONTH, YEAR, (the "Initial Term").
3. **Automatic Renewals and Rights of Termination:** If LESSEE shall not be in default in the performance of any obligation(s) under this Lease, the Lease will be automatically renewed and extended for an additional term of one (1) year, and each subsequent year thereafter, unless LESSEE gives LESSOR written notice of cancellation on or before thirty (30) days from the current lease expiration date. LESSOR will have the right to terminate the Lease during the initial term, or any subsequent terms, with three (3) months written notice to LESSEE.
4. **Rents:** During the Initial Term, LESSEE shall pay rent to LESSOR of \$\_\_\_\_. per month during the initial term. All monthly payments shall be made to the LESSOR at PARISH ADDRESS, CITY, STATE ZIP or to such other person(s) as LESSOR may from time to time designate in writing, or to the legal representatives of LESSOR. The dollar amount of rent per month, for all subsequent terms shall be agreed upon by LESSOR and LESSEE thirty (30) days prior to the end of the Initial Term or any Subsequent Terms. The new rent amount, when agreed upon, shall be on an annual basis. In no circumstances shall the increase be more than the Consumer Price Index (CPI) for that calendar year. No demand of rent need at any time be made on the LEASED PREMISES or elsewhere, but it shall be the obligation of LESSEE to pay the same without demand.
5. **Assigning or Subletting:** The LEASED PREMISES shall not be sublet, nor shall this Lease be assigned, transferred or set over by act of LESSEE, by process or operation of law, or in any other manner whatsoever, without the written consent of LESSOR. Any attempted subletting, assignment or transfer hereof without such written consent shall be wholly null and void. Any permitted assignment or subletting shall not release LESSEE of liability under the terms of this Lease.
6. **Damage or Destruction of the LEASED PREMISES:** In case the LEASED PREMISES, the improvements thereon, or any part thereof, shall be destroyed or damaged by fire, or other casualty, to such extent that the same thereby be rendered unfit for occupancy, which is to be determined by LESSOR, then and in that event, LESSOR may, at its option, within sixty (60) days after the happening of such casualty, terminate this Lease by notice in writing to LESSEE and/or any other person(s) or entity(ies) having estate in the LEASED PREMISES. In any event the rents hereinbefore stipulated to be paid shall continue until said Lease termination is made official by LESSOR. LESSOR and

LESSEE, as necessary for the mutual benefit of each, shall execute any and all documents in order that insurance proceeds may be utilized for said repairs or demolition to compensate LESSOR for its loss should it elect not to repair or rebuild.

**7. Eminent Domain:**

- A. If the whole of the demised Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public purpose, then the term of this Lease shall cease and terminate as of the date title vests in the public body and all rentals shall be paid up to that date. LESSEE shall have no claim against LESSOR for the value of any unexpired term of this Lease, but shall nonetheless have the right, if any, to claim and recover such value from the condemning authority.
- B. If part of the demised Leased Premises shall be acquired or condemned by use of the power of eminent domain for any public or quasi-public purpose and if such partial taking shall render the demised LEASED PREMISES unusable for the business of LESSEE, in the sole judgment of LESSOR, it may terminate this Lease as of the date title vests in the public body. LESSEE shall have no claim against LESSOR for the value of any unexpired term of this Lease, but shall nonetheless have the right, if any, to claim and recover such value from the condemning authority. If such partial taking is not sufficiently extensive to render the demised LEASED PREMISES unusable for the business of LESSEE, LESSOR may, at its option, restore the demised Leased Premises to a condition comparable to its condition at the time of such condemnation and the rentals shall be adjusted to take into account the loss suffered as a result of the taking.

**8. LESSOR'S Right of Entry:** LESSOR shall have free access to the LEASED PREMISES to examine or exhibit the same to prospective tenants or purchasers, to ascertain that LESSEE is carrying out the terms, conditions and provisions hereof, and to make any needful repairs or alterations of the LEASED PREMISES which said LESSOR may deem necessary; provided, that such entry or repairs shall not unreasonably interfere with the conduct of LESSEE'S business.

**9. Surrender of Possession:** LESSEE shall, upon termination of this Lease by lapse of time or otherwise, surrender up and deliver the LEASED PREMISES and all improvements thereon in as good order and repair as when first received, reasonable wear and use thereof accepted.

**10. Holding Over:** In the event LESSEE remains in possession of the LEASED PREMISES after the Initial Term of this Lease (including any extended term), they shall be deemed a tenant from month to month only, at the monthly rental payment provided for in this Lease and governed in all things except as to the duration of the term by the provisions of this Lease.

**11. LESSORS Remedies:** If default be made in the payment of rent, or any part thereof, or in LESSEE'S observance or performance of any of the terms, conditions or agreements herein contained, LESSOR shall have the following remedies, provided that it has first given LESSEE written notice specifying such default (other than the nonpayment of rent as to which no notice shall be required) and LESSEE has failed to cure such default within ten (10) days after receiving such notice:

- A. LESSOR may, at its option, immediately terminate this Lease as fully as though the term thereof had expired, by mailing of written notice to LESSEE, which shall be immediately binding upon LESSEE; and LESSOR or its agents may reenter the LEASED PREMISES, and LESSEE shall not thereby be released from the rent past due, or future rent, or from payment of damages for the breach of this Lease by LESSEE, or for payment of damages including reasonable fees for LESSOR'S attorney for breach of this Lease by LESSEE.

B. LESSOR shall also have the option, without terminating this Lease, to re-let the LEASED PREMISES for such term and at such rental and upon such other terms and conditions as LESSOR, in its sole discretion, may deem advisable. In the event that the rent received from such re-letting is less than the amount of rent agreed to be paid under this Lease, then LESSEE shall pay to LESSOR any such deficiency. Such deficiency shall be calculated and paid monthly. In addition, if repairs to the LEASED PREMISES and advertising are necessary in order to re-let the LEASED PREMISES, LESSEE shall pay to LESSOR the cost of said repairs and advertising.

C. LESSOR may use such other remedies as are available at law or in equity.

12. **Waiver of Exemption:** LESSEE hereby waives the right to claim any of their property as exempt from execution, distress warrant or attachment, or exempt by any law from the payment of debts, and all such property shall be held and considered subject to and responsible for the payment of the money agreed to be paid by LESSEE, and for the discharge of any liabilities created under this Lease.
13. **Abandonment of the LEASED PREMISES:** LESSEE shall not vacate or abandon the LEASED PREMISES at any time during the term of this Lease; and if LESSEE shall abandon, vacate or surrender the LEASED PREMISES, or be dispossessed by process of law or otherwise, LESSOR may, at its option, exercise any or all of the remedies set forth in Section 11, above.
14. **Scheduling Use of the LEASED PREMISES:** LESSEE is responsible for planning, coordinating, organizing, and overseeing the activities of all groups visiting the LEASED PREMISES.
15. **Repairs and Capital Improvements:** LESSEE shall, at their own expense, make all repairs and capital improvements necessary to maintain the LEASED PREMISES in a good state of repair. In the event LESSEE wishes to make any repairs or capital improvements to the LEASED PREMISES, LESSEE must obtain written consent of LESSOR if said repairs or capital improvement exceed \$1,000.00. At this time a schedule shall be prepared and agreed upon by LESSOR and LESSEE in writing for the reimbursement to LESSEE of a portion of the cost of said repairs or capital improvements in the event LESSOR terminates this Lease before any expiration date of the Lease. LESSOR shall reimburse LESSEE, according to the agreed upon schedule, that portion of the cost of repairs or capital improvements if due to LESSOR'S termination of said Lease, unless such termination is due to LESSEE being in default of any terms of the Lease. All repairs and capital improvements so made by LESSEE shall become part of the Real Property and shall remain and be surrendered with the LEASED PREMISES at the termination of the lease. Any trade fixtures, equipment, furnishings and machinery placed on the LEASED PREMISES by LESSEE as a part of the repairs, maintenance or capital improvements for the LESSEE'S sole operations, may be removed by LESSEE; provided, however, that at the time of such removal LESSEE has fully complied with all of the terms of this Lease, and provided further, that LESSEE shall repair at their expense, any damages to the LEASED PREMISES caused by such removal.
16. **Maintenance and Upkeep:** LESSEE will ensure that all areas used by groups visiting the LEASED PREMISES are kept clean and in good order after every use. LESSEE will ensure that its groups do not leave any trash inside or outside the LEASED PREMISES.

LESSEE will be responsible for all interior and exterior maintenance and upkeep of the LEASED PREMISES; including, but not limited to, lawn care, landscaping, parking lots, painting, plumbing, electrical, HVAC, etc. (including graffiti removal). LESSEE acknowledges that it has inspected/examined the property and determined that it is suitable for its intended use.

17. **Remodeling and New Equipment:** LESSEE will maintain the LEASED PREMISES in its current condition, with normal wear and tear expected. LESSEE will not modify the facilities without the prior written consent of LESSOR. Facility upgrades, repairs, and remodeling that would normally be considered fixtures once completed will become the property of LESSOR. LESSEE will be responsible for the repair or replacement of any and all equipment or appliances. All kitchen equipment and appliances purchased by LESSEE that can be removed easily (including but not limited to: room window air conditioners, refrigerators, stoves, microwaves, etc.) will remain LESSEE'S property; such equipment and appliances will be for the use of LESSEE and their invited guests. All kitchen equipment and appliances already on the LEASED PREMISES at the time of occupancy shall remain the property of the LESSOR; however, such equipment and appliances will be for the use of LESSEE and their invited guests.
18. **Utilities:** LESSEE shall pay all utilities on the LEASED PREMISES (including, but not limited to, electric, gas, water, telephone, cable TV, etc.) and keep utilities in force in their name until this Lease is terminated by either party. LESSOR shall pay a prorated share, based on a percent of square footage, of the utilities for the use and occupancy of the Rectory on the LEASED PREMISES.
19. **Insurance:**
  - A. LESSEE shall procure and maintain, at their cost, a policy of public liability insurance, with a company approved by LESSOR, which approval shall not be unreasonably withheld, in which policy LESSOR shall be named as a co-insured. Said policy shall insure against claims for bodily injury, death or property damage occurring upon, in or about the LEASED PREMISES, and shall provide coverage's of not less than One Million Dollars (\$1,000,000.00) in respect to bodily injury or death to any one person, and to the limit of not less than One Million Dollars (\$1,000,000.00) in respect to any one accident, and One Million Dollars (\$1,000,000.00) for property damage. A duplicate copy of the policy or certificate of such insurance shall be delivered to LESSOR within five (5) days after execution of this Lease. Said policy shall include a provision where under the insurance company shall be obligated to send to LESSOR notice of intention to cancel or not renew the policy at least thirty (30) days prior to such cancellation or non-renewal.
  - B. LESSEE shall be responsible to procure and maintain insurance on the LEASED PREMISES for fire, wind, comprehensive risk and such hazards as are included within "extended coverage", which insurance policy shall be for the benefit of LESSEE.
20. **Intended use:** LESSEE agrees, it, nor any of its volunteers, groups, guests or invitees will utilize the LEASED PREMISES or allow the use of the LEASED PREMISES for any use or purpose which is materially and significantly contrary to the religious teachings of the Roman Catholic Church. LESSOR shall have sole and absolute discretion as to the determination of whether any proposed use is materially and significantly contrary to the religious teachings of the Roman Catholic Church. LESSEE shall have the opportunity to make application to LESSOR to provide its opinion whether the proposed use constitutes a violation of this section.

21. **Default:** Should either party be in default of any of its obligations hereunder the non-defaulting party shall give written notice specifying the default claimed. If the default is not cured / remedied within thirty (30) days, then the non-defaulting party may terminate the Agreement.
22. **Zoning and Governmental Compliance:** LESSEE acknowledges they have inspected the LEASED PREMISES, are aware of its condition and accepts same in "AS IS" condition. LESSEE acknowledges that LESSOR makes no warranties of any kind regarding the zoning of the LEASED PREMISES for use by LESSEE, and in the event a zoning change is required, same shall be the sole responsibility of LESSEE. LESSEE further acknowledges LESSOR makes no warranties regarding the LEASED PREMISES being in compliance with any federal, state, county or city code or building regulations, and if the LEASED PREMISES must be brought into compliance by any of the aforesaid, same shall be the sole cost and responsibility of the LESSEE or the LESSEE may cancel this Agreement with ninety (90) days written notice to LESSOR.
23. **Communication:** All notices, demands and requests which may or must be given under this Lease by either party to the other shall be in writing. All such notices, demands and requests shall be sent by registered or certified mail to the following addresses:

LESSOR:

PARISH FULL NAME  
PARISH ADDRESS  
CITY, STATE & ZIP

AND

LESSEE:

LESSEE CORPORATE NAME  
LEASE SIGNEE NAME  
LESSEE ADDRESS  
CITY, STATE & ZIP

or to such other address or addresses as either party may, in writing, and by registered or certified mail to each other, so direct.

24. **Binding Effect:** The covenants, conditions, warranties and agreements made and entered into by the parties hereto shall be binding on, and shall inure to the benefit of, their respective heirs, successors, representatives and assigns.
25. **Waiver:** The waiver by LESSOR of any breach of any term, covenant or condition herein contained, shall not be deemed to be a waiver of such term, covenant or condition for any subsequent breach of the same, or any other term, covenant or condition contained herein. The subsequent acceptance by LESSOR of rent hereunder shall not be deemed to be a waiver of any preceding breach by LESSEE of any term, covenant or condition of this Lease, regardless of LESSORS knowledge of such preceding breach at the time of acceptance of such rent.
26. **Warranty:** LESSOR warrants and covenants that it is lawfully seized of the LEASED PREMISES; that it has full right and power to lease same for the term hereof; that during the time when LESSEE shall not be in default hereunder, LESSEE shall have quiet and peaceful possession of the LEASED PREMISES.

27. **Governing Law:** This Agreement shall be interpreted under, and the laws that shall apply, are the laws of the Commonwealth of Kentucky, and the proper venue for any disagreement shall be Jefferson County, Kentucky.
28. **Successors:** This Agreement shall be binding upon the parties, their heirs, legal representatives, successors or assigns of the parties herein.
29. **Amendments:** This Agreement may not be altered or amended unless agreed to in writing by both parties herein.
30. **Assignment:** This interest of LESSEE may not be assigned, either in whole or in part, without the prior written consent of LESSOR, however, said consent shall not be unreasonably withheld.
31. **Severability:** If any term or provision of this Agreement or the application thereof to any party where circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision of any party or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
32. **Construction and Survival:** This Agreement is the complete Agreement between the parties.

IN WITNESS WHEREOF, our signatures the day and year first above written.

**LESSOR**

ROMAN CATHOLIC BISHOP OF LOUISVILLE,  
A CORPORATION SOLE,

BY: \_\_\_\_\_  
JOSEPH E. KURTZ, D.D., PRESIDENT

PARTY OF THE FIRST PART

**LESSEE**

**LESSEE OR CORPORATE NAME**

---

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

PARTY OF THE SECOND PART

STATE OF KENTUCKY     )  
  ) SS:  
COUNTY OF JEFFERSON   )

Acknowledged, subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2010 by JOSEPH E. KURTZ, D.D., as President of ROMAN CATHOLIC BISHOP OF LOUISVILLE, a Corporation Sole, party of the First Part, who acknowledged same to be his free act and deed and the free act and deed of said corporation.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE, KENTUCKY

STATE OF KENTUCKY     )  
  ) SS:  
COUNTY OF JEFFERSON   )

Acknowledge, subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2010, by SIGNEE'S NAME as TITLE of LESSEE NAME, a Kentucky Non-Profit Corporation, Party of the Second Part, who acknowledged same to be their free act and deed and the free act and deed of said corporation.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE, KENTUCKY