

# **DIOCESAN LEASE**

This LEASE entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Most Rev. Joseph R. Cistone, Bishop of the Roman Catholic Diocese of Saginaw, Saginaw, Michigan, hereinafter referred to as LESSOR and \_\_\_\_\_, hereinafter referred to as LESSEE.

## **WITNESSETH:**

The LESSOR does let and lease to the LESSEE the following premises situated in the Township of \_\_\_\_\_, County of \_\_\_\_\_, State of Michigan, more particularly described as:

### **1. The LESSEE hereby hires said premises for the term aforesaid and covenants and agrees:**

a. To pay to the LESSOR as rental for the use of aforementioned premises the sum of \_\_\_\_\_ for the term of \_\_\_\_ months beginning on \_\_\_\_\_ and ending \_\_\_\_\_ to be occupied for \_\_\_\_\_ purposes.

b. The LESSEE agrees that he will indemnify, defend, and hold harmless Joseph R. Cistone, Bishop of the Diocese of Saginaw, LESSOR, and his employees and agents, from any and all claims or actions for damages or loss to property, including the loss of use thereof, and from any and all claims or actions for personal injury, sickness or disease, including personal injury, if caused by the LESSEE, its agents', employees' or servants' acts or omissions, and the LESSEE will pay any and all judgment decrees, costs, including attorneys' fees which may be rendered against Joseph R. Cistone, Bishop of the Roman Catholic Diocese of Saginaw, LESSOR, its directors, officers, agents and employees, in any and all such actions or proceedings.

The LESSEE further agrees to:

1. Carry Liability Insurance and Property Damage Insurance or other equivalent insurance which shall cover the Hold Harmless Agreement set forth above with minimum limits of liability of \$1,000,000 combined single limit in a company rated "A" or higher by BEST GUIDE.
2. Provide the Roman Catholic Diocese of Saginaw (LESSOR) a certificate of insurance, which names Joseph R. Cistone, Bishop of the Roman Catholic Diocese of Saginaw and (parish/diocesan institution goes here) as additional insured, and which identifies the agreements insured to the above effect, and which provides for notice of cancellation to LESSOR in the event of non-payment by LESSEE.

c. The LESSEE will comply with all laws and all rules, ordinances or requirements imposed by any municipality or government authority and will not do or suffer to be done anything on said premises in violation thereof.

d. To keep said premises, including the personal property therein, during the term, in as good repair and at the expiration thereof yield and deliver up the same in like condition as when

taken, reasonable wear and tear thereof and damage by the elements excepted.

e. Should the leased premises become taxable or be assessed by any governmental unit then the LESSEE shall accept the burden of taxes or assessments and pay the same. If the LESSOR has reserved any part of said premises for his own use then said taxes shall be pro-rated.

f. That the LESSEE shall not injure, nor mar or damage the said premises and that if said premises or any portion thereof, during the term of this lease shall be damaged by the act, default or negligence of the LESSEE, its agents, employees, invitees, licensees or students, LESSEE will pay the LESSOR upon demand such sums of money as shall be necessary to restore said premises to their present condition.

g. That the LESSEE shall not make alterations, additions or improvements to said premises without first obtaining the LESSOR'S written consent.

h. That additional expenses for items not covered in this lease shall not be incurred except at the sole expense of the party that desires the expense made. It is the agreement of the parties that neither LESSOR nor LESSEE shall be subjected to additional costs without its consent.

i. That Lessee will provide for standard form fire insurance on the premises at all times and assumes liability to Lessor or Lessor's indemnitor, as their interests may appear, for any fire damage to the premises due to Lessee's negligence.

j. LESSEE will not permit any liens be filed against the property as a result of LESSEE'S actions.

**2. The LESSOR hereby agrees:**

a. To permit the LESSEE to peaceably and quietly have, hold and enjoy the use of the premises herein above specifically described for the purpose and for the term aforesaid.

**3. TERMINATION:**

a. LESSOR reserves the right to terminate this agreement with 30-day prior written notice.

IN WITNESS WHEREOF, the parties hereto have caused this lease to be signed by their duly authorized officer or officers, the day and year first above written.

IN THE PRESENCE OF:

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

\_\_\_\_\_  
JOSEPH R. CISTONE  
Roman Catholic Bishop of Saginaw

\_\_\_\_\_  
LESSEE