

## LEASE AGREEMENT

This Lease Agreement ("Lease") is entered into a leasing agreement, between **Christ Our Shepherd Church** ("Landlord") and \_\_\_\_\_ ("Tenant"). Landlord and Tenant are collectively referred to in this Lease as the "Parties" and individually as a "Party". Where this agreement conflicts with the COSC Building Usage policy, this agreement shall supersede the policy.

**Select one:** ☐ New Lease ☐ Lease Renewal

**Select one:**

☐ **Term Lease:** Beginning \_\_\_\_\_, 20\_\_\_\_ ("Effective Date") until \_\_\_\_\_, 20\_\_\_\_ ("Expiration Date").

☐ **Month-to-Month Lease:** From \_\_\_\_\_, 20\_\_\_\_, the term of each month will be the corresponding month.

WHEREAS Landlord and Tenant desire to enter into this Lease regarding space in Landlord's establishment at **801 North Carolina Ave SE, Washington, DC 20003** ("Building").

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Lease, Landlord and Tenant hereby agree as follows:

### ARTICLE I Premises

Under the terms and conditions herein, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord:

- 1) ☐ Approximately 1,835 square feet of basement space;
- 2) ☐ The Fellowship Hall on the main floor, and/or;
- 3) ☐ The Sanctuary (including balcony) on the second floor

☐ Including | ☐ Not Including Lift access (please see Building Manager for instructions) at **801 North Carolina Ave SE, Washington, DC 20003** (collectively "the Premises" or "Leased Premises") that includes (a) Tenant's exclusive access and use of the basement and sanctuary during the times and days, as defined in Article III below, and (b) a non-exclusive right, in common with others, to use the following (collectively, the "Common Areas"): the areas of the Building and the underlying land and improvements thereto that are designed for use in common by all tenants of the Building and their respective employees, invitees and others, including areas of the Building that allow access to those areas to which Tenant has exclusive use.

### ARTICLE II Terms

Article 2.1: **Term Lease ONLY**. The terms of this Lease shall be for \_\_\_\_\_ months commencing on the Effective Date and ending on Expiration Date ("Term 1").

☐ (“Term 2”). Tenant is granted an option (the “Extension Option”) to extend the Lease for an additional \_\_\_\_\_ months with a term beginning on \_\_\_\_\_, 20\_\_\_\_, (“Second Effective Date”) and ending on \_\_\_\_\_, 20\_\_\_\_ (“Second Expiration Date”).

Article 2.2. **Extension Option**. Tenant shall exercise this extension option by delivering to the Landlord written notice of Tenant’s election to exercise the Extension Option no later than four (4) months prior to the expiration of Term 1. The Tenant’s failure to timely exercise such option shall be deemed a waiver of such option and any succeeding option.

a) The rent for the Optional Term shall be at the rate set forth in **Article IV**.

Article 2.3: **Cancellation (Term Lease)**. Notwithstanding Article 2.1, either Party may cancel the Lease at any time provided it gives the other Party at least ninety (90) days’ written notice. Either Party may terminate the Agreement immediately in the event that the other Party: (i) is the subject of a voluntary or involuntary petition in bankruptcy; (ii) is or becomes insolvent; or (iii) commits an event of Default (as defined in **Article IX** below).

Article 2.4: **Cancellation (Month-to-Month)**. Either Party may cancel the Lease at any time provided it gives the other Party at least ninety (15) days’ written notice. Either Party may terminate the Agreement immediately in the event that the other Party: (i) is the subject of a voluntary or involuntary petition in bankruptcy; (ii) is or becomes insolvent; or (iii) commits an event of Default (as defined in **Article IX** below).

### **ARTICLE III** Occupancy and Use

Article 3.1: **Use and Occupancy**. Tenant shall use and occupy the Leased Premises (“Permitted Use”), except with the prior written consent of the Landlord. Use of the Leased Premises shall be as follows:

- Tenant may not interfere with Landlord’s use of the Sanctuary.
- The Tenant will not move, remove, use, or alter any of the Landlord’s audio or visual equipment, electronics, or musical instruments.
- The Tenant may not remove any of the Landlord’s cleaning supplies and tools from the church premises.
- The Tenant may not remove, use, or alter any of the Tenant’s appliances, food, or beverages in the Landlord’s kitchen pantry without the Landlord’s expressed permission.
- Tenants will not use the lift to access the sanctuary. If the use of the lift is required, Tenant will ask the Landlord to operate the lift.

Article 3.2. **Covenants of Tenants Regarding Use**.

- a) Tenant shall not use the Premises for any unlawful purpose, shall neither commit nor permit waste or damage to the Leased Premises, and shall not carry out its Permitted Use in a way that obstructs or interferes with the rights of other Tenants or occupants of the Building.
- b) Tenant shall comply with all covenants that encumber the Building and obey all applicable laws, rules, regulations, orders, ordinances, directions and requirements of any governmental authority or agency, now in force or which may hereafter be in force, including without limitation, those which shall impose upon Landlord or Tenant any duty with respect or triggered by a change in the use or occupation of, or any improvement or alteration to the Leased Premises, and

- c) Tenant shall comply with and obey all reasonable directions, rules, regulations of the Landlord including the Landlord's "Building Policy", hereto attached as Annex A and made a part hereof, as may be modified from time to time by Landlord on reasonable written notice to Tenant.
- d) Landlord shall not be responsible to Tenant for the non-performance by any other occupant of the Building of any of Landlord's directions, rules, and regulations, but agrees that any enforcement thereof shall be done uniformly and in a manner that does not interfere with Tenant's ability to carry out its Permitted Use of the Leased Premises.

Article 3.3: **Landlord's Rights Regarding Use**. Without limiting any of Landlord's rights specified elsewhere in this Lease:

- a) Landlord will have the exclusive right to access and use the Leased Premises at all other times not specifically identified for use by the Tenant under Article 3.1 above.
- b) Landlord shall have the right at any time, without notice to Tenant, to control, change or otherwise alter the Common Areas in such manner as it deems necessary or proper, and
- c) Landlord, its agents, employees and contractors and any mortgagee of the Building shall have the right to enter any part of the Leased Premises at reasonable times upon reasonable notice (except in the event of an emergency where no notice shall be required) for the purposes of examining or inspecting the same (including, without limitation, testing to confirm Tenant's compliance with this Lease), showing the same to prospective purchasers, mortgagees, or tenants, and making such repairs, alterations or improvements to the Leased Premises or the Building as Landlord may deem necessary or desirable. Landlord shall incur no liability to Tenant for such entry, nor shall such entry constitute an eviction of Tenant or a termination of this Lease or entitle Tenant to any abatement of rent therefor.
- d) Where the Landlord needs access to the Leased Premises in the event of an emergency, Landlord will coordinate with Tenant to move any children on site to another location in the Building in order of address the emergency and in accordance with the Tenant's emergency plan.

Article 3.4: **Condition of Premises**. Tenant agrees to accept the Premises in the condition in which it exists at the time of the commencement of the Lease, except to the extent that the Landlord has agreed to add whiteboards to the classrooms. In such event, Tenant agrees to execute and deliver to Landlord a written acceptance of the Premises following substantial completion of any such work by Landlord. The act of taking possession of the Premises shall be construed as conclusive evidence that the Premises were in satisfactory condition at the time of possession.

Article 3.5: **Cleanliness**. Tenant shall maintain the Leased Premises areas of the Building in a clean and sanitary condition according to the standard set by Landlord and in accord with the condition of the Premises at the time Tenant began its use. In addition, the Tenant agrees to perform \_\_\_\_\_ deep cleaning throughout the basement area of the Premises and maintain the cleanliness standards on a regular basis.

- a) Upon termination of the Lease, the Tenant is responsible for removal of all Tenant-purchased items, equipment, and furniture. Tenant is responsible for leaving the basement in "broom swept" condition and addressing any of the following issues that are attributable to Tenant's use of the Premises:
  - a. Repair and/or repainting of any wall damage and scuffing.
  - b. Repair and/or replacement of any damaged or non-functioning light fixtures, light switches, electrical wall sockets.
  - c. Repair and/or replacement of damaged door or baseboard trimming.
  - d. Repair and/or replacement of damaged window, mirror, toilet, sinks or wall fixtures and resulting water damage. This includes water and mold remediation in the event of any water-related event not the sole responsibility of the Landlord.

- e. Repair and/or replacement of damaged swinging, sliding, or hanging doors.
- f. Cleaning, repair and/or replacement of stains and rips in the carpet or broken and/or missing vinyl or tile in the basement.
- g. All damage to the floor structure or foundation of the Building caused by Tenant's improper positioning or storage of items or materials shall be repaired by Landlord at the sole expense of Tenant, who shall reimburse Landlord immediately therefor upon demand.

Article 3.6: **Furniture**. Landlord will allow Tenant access to Landlord's furniture located in the basement area of the Premises suitable for children's use.

Article 3.7: **Additional Use**. If Tenant desires to use the Leased Premises outside of the days and times described in Article 3, and Landlord agrees to such use in writing, the Tenant shall pay landlord an additional fee of \$150 per hour.

## **ARTICLE IV**

### **Rent and Deposit**

Article 4.1: **Minimum Annual Rent**. Tenant shall pay Landlord total rent in the sum of:

- a) Term 1: \$\_\_\_\_\_ per month during Term 1 of the Lease ("Rent 1"), with the first payment being due and payable on or before Effective Date. Thereafter, rent payments are due on the same day of each month beginning on the Effective Date.
- b) Term 2: \$\_\_\_\_\_ per month during Term 2 of the Lease ("Rent 2"), with the first payment being due and payable on the Second Effective Date.

Article 4.2: **Security Deposit**. Tenant shall submit a security deposit to Landlord of \$\_\_\_\_\_ for the performance of Tenant of all Tenant's Obligations contained in this Lease. Deposit is due immediately upon the signing of the Agreement. In the event of a Default (as defined below) by Tenant, Landlord may apply all or any part of the Security Deposit to cure all or any part of such default; provided, however, that any such application by Landlord shall not be or be deemed to be an election of remedies by Landlord or considered or deemed to be liquidated damages. Tenant agrees promptly, upon demand, to deposit such additional sum with Landlord as may be required to maintain the full amount of the Security Deposit. All sums held by Landlord pursuant to this Article 4 shall be without interest and may be commingled by Landlord. At the end of the Lease Term, provided that there is then no uncured Default or any repairs required to be made by Tenant pursuant to Article 3.5 above or Article 5 below, Landlord shall return the Security Deposit to Tenant, within ninety (90) days of expiration or termination of the Agreement. Moreover, Tenant is responsible to cure at its expense or reimburse Landlord for any expenses to correct any deficiency for which Tenant is responsible under this Lease if presented with a copy of the invoice within sixty (60) days of the expiration or termination of the Lease. Tenant is responsible to cure or pay the Landlord within thirty (30) days of the Landlord submitting the itemized invoice.

## **ARTICLE V**

### **Services, Alterations, and Repairs**

Article 5.1: **Utility Services and Surcharge ("Surcharge")**. Tenant shall pay Landlord an amount of \$\_\_\_\_\_ per month and, in exchange, Landlord will furnish to Tenant HVAC, Wi-Fi, gas, electricity, water, snow removal, maintenance, and such custodial service as is reasonably necessary for the comfortable use and occupation of the Premises during regular business hours ("Utility Surcharge").

Landlord shall review utility usage quarterly, and if Tenant's utility usage is higher than expected due to Tenant's use of the Premises, Landlord reserves the right to adjust this surcharge that shall not exceed more than double the aforementioned Surcharge adequately cover its additional utility costs attributable to Tenant's use.

Article 5.2: **Repair and Maintenance of Leased Premises**. Tenant shall, at its own cost and expense, maintain the Leased Premises in good condition during times of Tenant's use, regularly making all repairs where the need for such repairs was caused by Tenant's use of the Premises. Tenant shall not be responsible for any other repairs or damage to the Premises or Building including, without limitation, damage (a) from the elements, fire, or other casualty not caused by Tenant, its employees, agents, or invitees, or (b) from the negligence, gross negligence or intentional misconduct of Landlord, or its agents or employees acting within the scope of their agency or employment. Landlord shall make all necessary structural and other repairs to the Premises.

Article 5.3: **Repairs and Maintenance of Building**. Landlord agrees to maintain Premises' interior and exterior structure in a manner suitable for Tenant's desired use of the Premises. From and after the commencement of the Lease, Tenant shall at all times, at Tenant's sole cost and expense, make repairs to the Premises where the need for such repairs was caused by Tenant's use of the Premises, ordinary wear and tear excepted, and shall be responsible to Landlord for all damage to the Premises caused by Tenant or Tenant's guests that are in excess of ordinary wear and tear, except as otherwise provided in this Lease.

Article 5.4: **Alterations to Premises**. Tenant shall not permit alterations in or to the Leased Premises unless and until Landlord has approved the plans therefor in writing. Landlord shall not be obligated to make any alterations, additions, repairs, improvements, or decorations to the Premises except as expressly provided for in this Lease or as specifically agreed upon by Landlord and Tenant in a separate agreement. In the event any such alterations, additions, repairs, improvements, or decorations are made upon written request by Tenant and approved by Landlord, such approvals shall only be given for non-structural, so long as such the non-structural alterations are not visible from outside the Leased Premises, do not affect the structure, mechanical systems or electrical systems of the Buildings, Tenant uses contractors approved by Landlord (whose approval shall not be unreasonably withheld, conditioned or delayed), Tenant provides Landlord with "as built" drawings for any modifications or written specifications, if as-builts are not applicable, Tenant provides Landlord with its contractor's evidence of insurance prior to making such alterations and Tenant notifies Landlord prior to making such alterations. As a condition of such approval (or with respect to any alterations made hereunder without Landlord's approval), Landlord may require Tenant to remove the alterations and restore the Leased Premises upon termination of this Lease; otherwise, all such alterations shall at Landlord's option become a part of the realty and the property of Landlord and shall not be removed by Tenant. Tenant shall ensure that all alterations shall be made in accordance with all applicable laws, regulations and Building codes, in a good and workmanlike manner and of quality equal to or better than the original construction of the Building. No person shall be entitled to any lien derived through or under Tenant for any labor or material furnished to the Leased Premises, and nothing in this Lease shall be construed to constitute Landlord's consent to the creation of any lien. If any lien is filed against the Leased Premises for work claimed to have been done for or material claimed to have been furnished to Tenant, Tenant shall cause such lien to be discharged of record within thirty (30) days after filing. Tenant shall indemnify Landlord from all costs, losses, expenses, and attorneys' fees in connection with any construction or alteration and any related lien. No alterations or additions shall be made to the Premises by Tenant nor shall Tenant affix or cause to be affixed to the Premises, including windows, signs, advertisements, or notices, without the written consent of Landlord. In the absence of a written agreement to the contrary, all alterations, repairs, or improvements except unattached moveable trade fixtures, office furniture, and equipment of Tenant shall be and remain property of Landlord.

Article 5.5: **Cooperation**. Landlord agrees to cooperate with Tenant and provide Tenant with reasonable and timely assistance to satisfy any requests made by the District of Columbia government to approve and/or authorize Tenant's use of the Premises for a school. In the event the District of Columbia determines that Tenant's desired use of the Premises for a school is not authorized, then this Agreement will be void and no rent, utility surcharge, or other charges will be due. In the event the District of Columbia has not yet approved Tenant's school by the start date of the Lease, then no rent, utility surcharge, or other charges will be due until the Tenant's use is approved.

Article 5.6: **Signage**. Tenant may, at its own expense, erect a sign concerning the business of Tenant that shall be in keeping with the decor and other signs on the Building. All signage (including the signage described in the preceding sentence) in or about the Leased Premises shall be first approved by Landlord and shall be in compliance with any codes and recorded restrictions applicable to the sign or the Building. The location, size and style of all signs shall be approved by Landlord. Tenant agrees to maintain any sign in good state of repair, and upon expiration of the Lease Term, Tenant agrees to promptly remove such signs and repair any damage to the Leased Premises.

## **ARTICLE VI**

### **Non-Liability and Indemnification**

Article 6.1: **Non-Liability of Landlord**. Landlord, its directors, officers, employees, members, contractors, and agents shall not be liable for any injury or damage to persons or property of Tenant resulting from any cause whatsoever unless caused by or due to negligence, gross negligence, or intentional misconduct of Landlord (including its employees, agents, and invitees) or Landlord's breach of this Lease.

Article 6.2: **Indemnification of Landlord**. Tenant agrees to indemnify, defend, and hold Landlord, its directors, officers, employees, members, contractors, and agents harmless from any and all liability, damages, expenses, fees, claims, and judgments, including reasonable attorneys' fees, arising from Tenant's negligence, gross negligence, or willful misconduct, except to the extent such loss arises out of any or relating to any act, negligence, omission or willful misconduct of Landlord or Landlord's directors, officers, agents, employees or contractors.

Article 6.3: **Non-Liability of Tenant**. Tenant and its agents shall not be liable for any injury or damage to persons or property of Tenant resulting from the negligence, gross negligence, or willful misconduct of Landlord. Tenant and its agents shall not be liable for any injury or damage to any individual occurring in portions of Landlord's property other than the Premises or occurring at the Premises during hours when the Premises are not in use by Tenant.

Article 6.4: **Indemnification of Tenant**. Landlord agrees to indemnify, defend, and hold Tenant its directors, officers, employees, members, contractors, and agents harmless from any and all liability, damages, expenses, fees, claims, and judgments, including reasonable attorney's fees, related to injury to persons or property arising from Landlord's negligence, gross negligence, or willful misconduct, except to the extent such loss arises out of any or relating to any act, negligence, omission or willful misconduct of Tenant or Tenant's directors, officers, agents, employees or contractors. .

Article 6.5: **Release**. All of Tenant's trade fixtures, merchandise, inventory, any computer equipment, and all other personal property in or about the Leased Premises, the Building or the Common Areas, located in or about the Leased Premises or Common Areas at the invitation, direction or acquiescence (express or implied) of Tenant (all of which property shall be referred to herein, collectively, as "Tenant's Property"),

shall be and remain at Tenant's sole risk. Landlord shall not be liable to Tenant or to any other person for, and Tenant hereby releases Landlord from (a) any and all liability for theft or damage to Tenant's Property, and (b) any and all liability for any injury to Tenant or its employees, agents, contractors, guests and invitees in or about the Leased Premises, the Building, or the Common Areas, except to the extent of personal injury caused directly by the negligence or willful misconduct of Landlord, its agents, employees, or contractors. Nothing contained in this Article 6.5 shall limit (or be deemed to limit) the waivers contained in Section 8.06 below. In the event of any conflict between the provisions of Article 6.6 below and Article 6.5, the provisions of Article 6.6 shall prevail. This Article 6.5 shall survive the expiration or earlier termination of this Lease.

Article 6.6. Waiver of Subrogation. **NOTWITHSTANDING ANYTHING CONTAINED IN THIS LEASE TO THE CONTRARY, LANDLORD AND TENANT HEREBY WAIVE ANY RIGHTS EACH MAY HAVE AGAINST THE OTHER ON ACCOUNT OF ANY LOSS OF OR DAMAGE TO THEIR RESPECTIVE PROPERTY, THE LEASED PREMISES, ITS CONTENTS, OR OTHER PORTIONS OF THE BUILDING OR COMMON AREAS ARISING FROM ANY RISK WHICH IS REQUIRED TO BE INSURED AGAINST BY ARTICLES 7.1(A) AND 7.2(B) AND 7.2 BELOW. THE SPECIAL FORM PROPERTY INSURANCE POLICIES AND WORKER'S COMPENSATION INSURANCE POLICIES MAINTAINED BY LANDLORD AND TENANT AS PROVIDED IN THIS LEASE SHALL INCLUDE AN ENDORSEMENT CONTAINING AN EXPRESS WAIVER OF ANY RIGHTS OF SUBROGATION BY THE INSURANCE COMPANY AGAINST LANDLORD AND TENANT. AS APPLICABLE. THIS PARAGRAPH RELEASES THE PARTIES AND THEIR EMPLOYEES FOR THE CONSEQUENCES OF THEIR OWN NEGLIGENCE.**

## **ARTICLE VII**

### **Insurance**

Article 7.1. Tenant's Insurance. During the Lease Term (and any period of early entry or occupancy or holding over by Tenant, if applicable), Tenant shall maintain the following types of insurance, in the amounts specified below:

- a) Liability Insurance. Tenant agrees to procure, at its sole expense, a comprehensive commercial general liability policy covering Tenant's use of the Leased Premises against claims for bodily injury or death or property damage, which insurance shall be primary and non-contributory and shall provide coverage on an occurrence basis with a per occurrence limit of at least \$2 million for each policy year which may be satisfied by any combination of primary and excess or umbrella per occurrence policies.
- b) Property Insurance. Special Form Insurance in the amount of the full replacement cost of Tenant's Property (including, without limitation, alterations or additions performed by Tenant pursuant hereto, but excluding those improvements, if any, made pursuant to Article 5.4 above), which insurance shall waive coinsurance limitations.
- c) Worker's Compensation Insurance. Worker's Compensation insurance in amounts required by applicable law; provided, if there is no statutory requirement for Tenant, Tenant shall still obtain Worker's Compensation insurance coverage.

Landlord is to be named as an **additional insured "loss payee"** on each such policy as evidenced by appropriate certificates of insurance in favor of Landlord. Such certificates and complete policy documents of insurance are to be provided no later than thirty (30) days after the start date of this Lease. If Tenant fails to carry such insurance and furnish Landlord with such certificates of insurance or copies of insurance policies (if applicable), Landlord may obtain such insurance on Tenant's behalf and Tenant shall reimburse Landlord upon demand for the cost thereof as Additional Rent.

Article 7.2. Landlord's Insurance. During the Lease Term, Landlord shall maintain the following types of insurance, in the amounts specified below (the cost of which shall be included in Operating Expenses):

- a) Liability Insurance. Commercial General Liability Insurance, covering the Common Areas against claims for bodily injury or death and property damage, which insurance shall be primary and non-contributory and shall provide coverage on an occurrence basis with a per occurrence limit of not less than \$2,000,000, for each policy year, which limit may be satisfied by any combination of primary and excess or umbrella per occurrence policies.
- b) Property Insurance. Special Form Insurance in the amount of the full replacement cost of the Building, including, without limitation, any improvements, if any, made pursuant to Article 5.4 above, but excluding Tenant's Property and any other items required to be insured by Tenant pursuant to Article 7.1(b) above.

## **ARTICLE VIII**

### **Rights Reserved to Landlord**

Landlord reserves and shall at all times have the reasonable right to re-enter the Premises in any emergency, and with reasonable prior notice, the right to enter the Premises after regular business hours to inspect, alter, improve, or repair the Premises, without any abatement or diminution of rent. Landlord has the right to occupy Landlord's office and space of business during the school hours of operation.

## **ARTICLE IX**

### **Default**

Article 9.1: Default by Tenant. The occurrence of any of the following shall be a "Default":

- a) Tenant fails to pay any Monthly Rental Installments or Additional Rent within ten (10)
- b) days after the same is due.
- c) Tenant fails to perform or observe any other material term, condition, covenant or obligation required under this Lease for a period of thirty (30) days after written notice thereof from Landlord; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required to cure, then such default shall be deemed to have been cured if Tenant commences such performance within said thirty (30) day period and thereafter diligently completes the required action within a reasonable time.
- d) Tenant shall vacate or abandon the Leased Premises or fail to occupy the Leased Premises or any substantial portion thereof for a period of thirty (30) consecutive days during a specified Term.
- e) Tenant shall assign or sublet all or a portion of the Leased without Landlord's permission in contravention of the provision of Article 11 of this lease.

Article 9.2: Remedies. Upon the occurrence of any Default, Landlord shall have the following rights and remedies, in addition to those stated elsewhere in this Lease and those allowed by law or in equity, any one or more of which may be exercised without further notice to Tenant:

- a) Landlord may, without judicial process enter upon the Leased Premises, by force, if necessary, without having any civil or criminal liability therefor. re-enter the Leased Premises and cure any Default of Tenant, and Tenant shall reimburse Landlord as Additional Rent for any costs and expenses that Landlord thereby incurs in effecting compliance with Tenant's obligations under this Lease; and Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action.
- b) Landlord may terminate this Lease by giving Tenant notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination and all rights



of Tenant under this Lease and in and to the Leased Premises shall terminate. Tenant shall remain liable for all obligations under this Lease arising up to the date of such termination, and Tenant shall surrender the Leased Premises to Landlord on the date specified in such notice.

Article 9.3: Landlord's Default and Tenant's Remedies. Landlord shall be in default if it fails to perform any material term, condition, covenant, or obligation required under this Lease for a period of thirty (30) days after written notice thereof from Tenant to Landlord; provided, however, that if the term, condition, covenant, or obligation to be performed by Landlord is such that it cannot reasonably be performed within thirty (30) days, such default shall be deemed to have been cured if Landlord commences such performance within said thirty (30) day period and thereafter diligently undertakes to complete the same. Upon the occurrence of any such default, Tenant may sue for injunctive relief or to recover damages for any loss directly resulting from the breach, but Tenant shall not be entitled to terminate this Lease or withhold, offset, or abate any sums due hereunder. In no event, however, shall Landlord be liable to Tenant for any consequential or punitive damages.

## **ARTICLE X**

### **Notices**

All notices which may be or are required to be given by either Party to the other shall be in writing. All such notices shall be deemed effective when they are either received by personal delivery, registered, or certified mail by a Party at the following address, sent via the e-mail address below, or received at other such address as either Party shall hereafter designate in writing to the other.

To Tenant, to:

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

Via e-mail: \_\_\_\_\_

To Landlord, to:

**Christ Our Shepherd Church**

**Attn: Building Manager**

801 North Carolina Ave SE

Washington, DC 20003

Via e-mail: [admin@christourshepherd.org](mailto:admin@christourshepherd.org)

or to such other address as may be specified and agreed in writing by both Parties.

## **ARTICLE XI**

### **Assignment and Subletting**

Tenant shall not assign this Lease nor sublet the Premises in whole or in part without the Landlord's prior written consent.

## **ARTICLE XII**

### **Miscellaneous Provisions**

Article 12.1: **Governing Law**. This Lease along with its performance and enforcement shall be governed by and interpreted according to the laws of the District of Columbia.

Article 12:2 Dispute Resolution. The exclusive mechanism for resolution of any dispute concerning any aspect of this Agreement's execution, implementation, interpretation or termination shall be a Biblical process that involves good faith negotiations, and if necessary, binding Christian conciliation before a single arbitrator in resolving the dispute, under the rules of the **Institute for Christian Conciliation** (see <http://www.iccpeace.com/guidelines/>) conducted in the District of Columbia.

- a) Unless otherwise ordered, each party shall bear its own costs and fees, including attorney's fees and expenses. Each party expressly waives any right it may have to seek punitive, consequential, incidental, indirect, special, exemplary damages, or any other multiple or enhanced damages, whether statutory or common law, (including but not limited to business interruption, lost business, lost profits, lost opportunity, or lost savings) even if it has been advised of their possible existence, against the other party.

Article 12.3: Partial Invalidity. If any term or condition of this Lease shall be found by a court to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby.

Article 12:4. Entire Agreement. Parties agree that this Lease constitutes the entire agreement between Landlord and Tenant and that this Lease supersedes all prior agreements or understandings between the Parties. No provision of this Lease may be amended except by a signed written agreement by both Parties.

Article 12:5. Force Majeure. The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party—such as acts of God, war, government regulations, disaster, civil disorder, pandemic, or curtailment of transportation facilities—to the extent that such circumstance makes it illegal or impossible to provide or use the Premises. The ability to terminate without liability pursuant to this section is conditioned upon delivery of written notice to the other party setting forth the basis for such termination within 14-days after learning of such basis.

Article 12.6. Additional Obligations. The Tenant agrees that it shall comply with all applicable Federal, state, and local laws, regulations, and rules, and obtain any and all necessary licenses and permits. If Landlord incurs any additional governmental costs or expenses on account of renting the Premises to Tenant, outside of normal wear and tear, such as being required to obtain licenses or other issues, Tenant agrees to reimburse Landlord for such costs or expenses.

Article 12.7: **Representations and Warranties**.

- a) Tenant hereby represents and warrants that:
  - a. Tenant is duly organized, validly existing and in good standing (if applicable) in accordance with the laws of the State under which it was organized;
  - b. It has worked with the Advisory Neighborhood Commission of 6B05 to resolve the presence of the school in the neighborhood.
  - c. Its presence in the neighborhood will not be disruptive to the neighbors during drop offs, pick-ups and recess of the students.
  - d. Tenant has is authorized to do business in the State where the Building is located; and (iii) the
  - e. individual(s) executing and delivering this Lease on behalf of Tenant has been properly authorized to do
  - f. so, and such execution and delivery shall bind Tenant to its terms.
- b) Landlord hereby represents and warrants that:
  - a. Landlord is duly organized, validly existing and in good standing (if applicable) in accordance with the laws of the State under which it was organized;

- b. Landlord is authorized to do business in the State where the Building is located;
- c. Landlord has acquired a certification of occupancy and well as other relevant requirements to use and rent the Leased Premised to Tenant; and
- d. The individual(s) executing and delivering this Lease on behalf of Landlord has been properly authorized to do so, and such execution and delivery shall bind Landlord to its terms.

IN WITNESS WHEREOF, the Parties have executed this Lease by its duly authorized representative as of the Effective Date.

**Please make payment(s) to:**

**By check**

Christ Our Shepherd Church or “COSC”

**Mailing Address:**

801 North Carolina Ave SE  
Washington, DC 20003

**Online**

COSC’s **Planning Center:** <http://bit.ly/3NxTFKd>

For any questions, please contact that us at our office during office hours at (202) 544-9599 or via email at [admin@christourshepherd.org](mailto:admin@christourshepherd.org)

**ANNEX A  
CHRIST OUR SHEPHERD CHURCH  
BUILDING POLICY**

**“TENANT”**

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**Tenant Name**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**“LANDLORD”**

**Christ Our Shepherd Church**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attachment:



801 North Carolina Avenue, Southeast  
Washington, DC 20003  
<https://christourshepherd.org/>