

LEASE AGREEMENT

This Lease Agreement ("Lease") is by and between Providence United Methodist Church ("PUMC") Landlord, located at 2810 Providence Rd., Charlotte, NC 28211 ("Premises") and AI-Anon Information Service of Metrolina ("AISM") Tenant. It is effective as of the date of the last signature below. The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant:

- A lockable 12 x 12 office space with a digital phone connection in the PUMC facility;
- Quarterly Saturday access to a furnished space in the PUMC facility to accommodate 30 people located at 2810 Providence Road, Lower Level Office, Charlotte, NC 28211.

TERM. The lease term will begin on April 1, 2022 and will end on April 1, 2025.

LEASE PAYMENTS. The Tenant shall pay the Landlord a monthly rental fee of \$300.00, payable on the first of each month beginning April 1, 2022 and ending April 1, 2023; \$315.00 beginning April 1, 2023 and ending April 1, 2024; \$330.00 beginning April 1, 2024 and ending April 1, 2025. Lease payments shall be made to the Landlord at 2810 Providence Rd., Charlotte, NC 28211.

PROPERTY INSURANCE. Landlord and Tenant shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Landlord shall be named as an additional insured in such policy. At the signing of this Lease, Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policy. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

LIABILITY INSURANCE: The Tenant represents that it has purchased commercial general liability insurance with limits of liability not less than \$1,000,000 per person and \$1,000,000 per occurrence ("CGL Policy"). The Tenant represents that it is the named insured under the terms of the CGL Policy. The Tenant agrees to name the Landlord as an additional insured on its CGL Policy for all occurrences arising from the use of the Premises. The Tenant agrees that the CGL Policy shall operate as a primary

insurance for an occurrence arising from the use of the Premises. The Tenant agrees to provide to the Landlord the following:

- an endorsement to the policy evidencing that it has named the Landlord as an additional insured under the policy; and
- A certificate of insurance evidencing that it has purchased the CGL Policy and has named the Landlord as an additional insured under that Policy.

The Tenant agrees to notify the Landlord of any changes to the terms and conditions of the insurance policy identified in this paragraph and to notify the Landlord if the insurer cancels these policies.

INDEMNIFICATION AND HOLD HARMLESS: The Tenant agrees to defend, to indemnify and to hold harmless the Landlord and the Western North Carolina Conference of the United Methodist Church and their officers, council members executive committee members, Church members, participants, volunteers, staff and employees (“Indemnitees”) from any claims, demands, or lawsuits arising from the use of the Premises (including the parking lot) by the Tenant or arising from this Lease. The Tenant also agrees to reimburse the Indemnitees for all costs, legal fees and expenses arising from the investigation of and defense of any claims or suits arising from the use of the Premises or this Agreement by the Tenant with such reimbursement to be made at the time the Indemnitees incur such costs and fees. The Indemnitees have the right to choose a lawyer to defend each of them in connection with any claim or suit. Anything in the previous three sentences to the contrary, notwithstanding, the Tenant and the Indemnitees agree, that Tenant’s liability under this section shall be capped at the lesser of \$1,000,000.00 or the amount payable under the Tenant’s CGL policy.

SAFE SANCTUARY POLICY: If any use of the Premises by the Tenant includes individuals under 18, the Tenant must certify that it will comply with PUMC’s Safe Sanctuary Policy (“SS Policy”). In the alternative, the Tenant may submit a copy of their own abuse prevention policy and seek approval of that policy from the Business Manager. The Tenant may not use the Premises without satisfying one of these two alternative requirements. If the Landlord must complete a background check on any individual who will use the Premises, the Tenant will reimburse the Landlord for the expenses incurred in the background check.

UTILITIES AND SERVICES. Landlord shall be responsible for the following utilities and services in connection with the Premises:

- Electricity
- Water and sewer Gas

- Heating
- Garbage and trash disposal Janitorial services

Tenant shall be responsible for the following utilities and services in connection with the Premises:

- Telephone service
- Internet service

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

- REAL ESTATE TAXES. Landlord shall pay all real estate taxes and assessments for the Premises.
- PERSONAL TAXES. Landlord shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

MODIFICATION/TERMINATION BY LANDLORD. The Landlord retains the right to terminate this Agreement upon ninety days written notice to the Tenant. The Landlord also has the right to immediately terminate the Agreement the happening of a Force Majeure Event. A Force Majeure Event is defined as an event beyond the Landlord's reasonable control and could not have been foreseen, or, if the event could have been foreseen, is an event that was unavoidable. Force Majeure Events include, but are not limited to, pandemics. The Landlord shall refund any lease payments previously made for any period following the effective date of termination of the Agreement.

TERMINATION BY TENANT. The Tenant may terminate this Agreement upon ninety days written notice. The Tenant shall be obligated to pay all Payments due under the terms of this Lease up to and including the effective date of termination of this Agreement.

POSSESSION AND ACCESS. Tenant shall be entitled to possession on the first day of the term of this Lease. Tenant shall yield possession upon the written notification of the Landlord pursuant to the provisions in the preceding two paragraphs. At that time, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted. Tenant shall restrict use and access of office space and Premises to authorized designees of Tenant and invited guests of Tenant who are at the Premises for activities directly related to Tenant's business. Tenant agrees not to provide a key to

the office or Premises to anyone other than individuals identified by Tenant and approved in writing by the Landlord.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligations or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent." The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Tenant shall be charged \$25.00 for each check that is returned to Landlord for lack of sufficient funds.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

MECHANICS LIENS. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to

- Give actual advance notice to any contractors, subcontractors or suppliers of goods, labors, or services that such liens will not be valid, and
- Take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this Lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord.

CONTACT INFORMATION. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

Providence United Methodist Church (PUMC)
2810 Providence Road
Charlotte, NC 28211

TENANT:

Metrolina Al-Anon Information Service
2810 Providence Road
Charlotte, NC 28211

Such addresses may be changed from time to time by any party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of North Carolina.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER.

The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT.

The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and assigns.

LANDLORD:

Providence United Methodist Church (PUMC)

By: _____

Date: _____

TENANT:

Al-Anon Information Service of Metrolina (AISM)

By: _____

Vita A. Pastorini, Panel 62, District Representative

Date: _____

