

DRAFT

Guest Agreement Governing Occupancy of St. Lucas Community Church Parsonage

Prepared For: [Missionary Family's Name]
In Support Of: [Christian Mission Activity]
Church Sponsor: [Sponsor's Name]
Names of Guests: [Family Member No. 1]
[Family Member No. 2]
[Family Member No. 3]
[Family Member No. 4]
Date Signed: [Date]
Date of Occupancy: [Move-In Date]
Expected Term: [Expected Term of Occupancy]
Sub-Agreement Attached: [Congregational Interaction Plan]
Other Attachments: [Christian Missionary Housing
Application/Commitment Form]
[Provided Furnishings]



GUEST AGREEMENT

Purpose of Guest Agreement (“GA”)

The GA identifies conditions which govern use of the St. Lucas Community Church (“SLCC”) parsonage (the “Parsonage”) as a temporary residence for families on furlough from their work in overseas Christian mission fields. SLCC may require families willfully failing to abide by the conditions of this GA to vacate the Parsonage.

Provision to Guests

In return for abiding with the conditions specified herein, the congregation of SLCC agrees to provide to such families use of the Parsonage free and clear of all financial obligations during the expected term of their occupancy, with the exception of those obligations constituting excessive use and/or those incurred through use of mobile communication equipment, both as defined below. By signing this GA, Guests acknowledge that SLCC has fully explained to Guests utility expenses constituting excessive use and damages to provided furnishings that Guests will be required to pay and, further, agrees to such conditions.

Definitions

“**Parsonage**” means the residence located immediately adjacent to the SLCC Worship Center at 1195 Manning Avenue North, Lake Elmo, Minnesota, inclusive of the yard immediately surrounding the residence.

“**Garage**” means the building east of the Parsonage provided for the Guests as a place to store one automobile.

“**Guests**” means the family members identified on the cover page of this GA, such list being derived from the Christian Missionary Housing Application/Commitment Form attached hereto.

“**Primary Contact**” means the person identified to serve as the Guests’ principal contact for addressing any questions or maintenance issues that arise during the expected term of their stay.

“**Selection Team**” means the group of individuals chosen by the SLCC congregation to interview missionary families, to extend invitations to those they select to reside in the Parsonage, and to work with the Guests in development of the Congregational Interaction Plan.

“**Congregational Interaction Plan**” means the document prepared by the Guests stipulating the efforts they will undertake to educate SLCC congregational members about their mission field activities including, but not limited to, the people to whom they minister and the challenges, successes and overall objectives associated therewith.

“**Excessive Use**” means monthly utility expenses totaling greater than 50% above the expense incurred for the same month during any previous historical record and/or damage caused by Guests to Provided Furnishings that must be addressed to preserve the original function/character of such furnishings.

“**Mobile Communication Equipment**” means monthly expenses resulting from use of mobile telephones/smart phones.

“**Provided Furnishings**” means any furniture, mechanical/electrical equipment, plumbing fixture, or decorative item provided by SLCC for use in the Parsonage. Provided furnishings are identified on the list attached hereto.

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Use of Parsonage

Guests shall occupy and use the Parsonage as a full-time residential dwelling unit. Guests shall notify SLCC of any anticipated extended absence from the Parsonage not later than the first day of the extended absence.

No retail, commercial or professional use of the Parsonage or garage is allowed unless the Guests receive prior written consent of SLCC and such use conforms to applicable zoning laws. In such case, SLCC may require Guests obtain liability insurance for the benefit of SLCC. SLCC reserves the right to refuse to consent to such use in its sole and absolute discretion.

Guests' use of Parsonage and garage shall not interfere with conduct of SLCC's worship services or any other activity conducted in support of SLCC's Christian education programs.

Possession of Parsonage

Guests shall be entitled to possession of the Parsonage and garage on the first day of the term of this GA, and shall yield possession to SLCC on the last day of the term of this GA, unless otherwise agreed by both parties in writing. At the expiration of the term, Guests shall remove their goods and effects and peaceably yield up the Parsonage and garage to SLCC in as good a condition as when delivered to Guests, ordinary wear and tear excepted.

Other Occupants

No more than 6 person(s), inclusive of the Guests, may reside in the Parsonage unless the prior written consent of SLCC is obtained.

This GA and occupancy of the Parsonage is binding, individually and severally, on each person(s) specifically named as a Guest in this GA or who occupies the Parsonage.

Guests may have individuals not named as guests in the Parsonage for more than 45 consecutive days or 60 days in a calendar year, and no more than two guests per bedroom at any one time. Guests must obtain the prior written approval of SLCC if an invitee of Guests will be present at the Parsonage for more than 45 consecutive days or 60 days in a calendar year.

Assignability of GA

Guests may not assign any interest in the Parsonage or garage, nor assign or pledge this GA. This is a blanket prohibition, meaning no replacement Guests will be permitted and no additional Guests or occupant will be allowed in the Parsonage even if a Guest leaves the Parsonage. This prohibition applies to each and every term of this GA in regard to space provided to Guests. Any waiver of this prohibition must be secured from SLCC in writing, and the consent of which SLCC may withhold in its sole and absolute discretion. In the event the prohibition is invalidated or lifted, Guests, SLCC and any assignee agrees to be bound by each and every provision contained in this GA.

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Keys

Guests will be given 2 key(s) to the Parsonage. Guests are not permitted to change any lock or place additional locking devices on any door or window of the Parsonage or garage without SLCC's approval prior to installation. If allowed, Guests must provide SLCC with keys to any changed lock immediately upon installation. All keys must be returned to SLCC prior to final departure of Guests from Parsonage.

Pets

No pets, dogs, cats, birds, fish or other animals shall be allowed in the Parsonage or garage without the prior written consent of SLCC.

Garage Storage

Guests shall be entitled to store items of personal property in one stall of garage located adjacent to SLCC Parsonage during the term of this GA. Guests shall store only personal property Guests own, and shall not store property claimed by another or in which another has any right, title or interest. Guests shall not store in the garage any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances. SLCC shall not be liable for loss of, or damage to, any items stored in garage.

Smoking

No smoking shall be allowed in the Parsonage or the garage.

Parking

In addition to the garage, Guests shall be entitled to use one parking space in SLCC's parking lot for the parking of a motor vehicle. The parking space is to be used for parking a properly licensed and operable motor vehicle, except for all terrain vehicles, trailers, boats, campers, buses or trucks. Guests shall park in an assigned space only. The parking space shall be kept clean at all times. A motor vehicle leaking oil, gas, or other motor vehicle fluids shall not be parked in the parking space. Mechanical work or storage of inoperable vehicles is not permitted in the assigned parking space, the garage, or on the property surrounding the Parsonage without the prior written consent of SLCC.

Maintenance

SLCC shall have the responsibility to maintain the Parsonage and garage in reasonably good repair at all times and perform all repairs reasonably necessary to satisfy any implied warranty of habitability except that Guests will be responsible for informing SLCC's Primary Contact of maintenance issues that, absent prompt attention, could be expected to cause physical damage.

Except in an emergency, all maintenance and repair requests must be made in writing and delivered to SLCC or its Agent. A repair request will be deemed permission for SLCC or its Agent to enter the Parsonage to perform such maintenance or repairs unless otherwise specifically requested, in writing, by Guests. Guests may not place any unreasonable

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restrictions upon SLCCs or SLCCs Agents access or entry. SLCC shall have expectation that the Parsonage is in a safe and habitable condition upon entry.

SLCC will be responsible for mowing the lawn during the growing season and for removing snow from the parking spaces in the church parking lot reserved for Guests and in front of the garage doors.

Property Insurance

Guests shall be responsible for maintaining personal property insurance to cover any losses of such incurred during the term of the GA.

Congregational Interaction Plan

Prior to Guests occupying the Parsonage, SLCC and Guests shall prepare a formal document (entitled "Congregational Interaction Plan") that defines the interactions between SLCC and Guests designed to increase the effectiveness of SLCC's program to support missionary families, such effectiveness based upon the following objectives:

- Heightening awareness of cross-cultural mission opportunities (SLCC youth and membership)
- Providing examples of God's intervention in Guests' mission work
- Strengthening SLCC congregation's commitment to missions
- Creating fresh ministry perspectives due to outward focus
- Identifying specific prayer needs in Guests' mission activities and actively facilitating SLCC's intercessory prayer programs in support thereof
- Facilitating personal relationships with active sponsored missionaries

The Congregational Interaction Plan prepared and approved by SLCC and Guests shall be attached to this GA and implemented as a condition thereto.

Destruction or Condemnation of Parsonage

If the Parsonage is partially destroyed by fire or other casualty to an extent that prevents the conducting of Guests' use of the Parsonage in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, and if the cost of repair is less than \$1,000.00, SLCC shall repair the Parsonage. However, if the damage is not repairable within sixty days, or if the cost of repair is \$1,000.00 or more, or if SLCC is prevented from repairing the damage by forces beyond SLCC's control, or if the Parsonage is condemned, this GA shall terminate upon twenty days' written notice of such event. Guests shall give SLCC immediate notice of any damage to the Parsonage.

Habitability

Guests have inspected the Parsonage and fixtures (or has had the Parsonage inspected on behalf of Guests), and acknowledges that the Parsonage is in a reasonable and acceptable condition of habitability for their intended use. If the condition changes so that, in Guests' opinion, the habitability and rental value of the Parsonage is adversely affected, Guests shall promptly provide reasonable notice to SLCC.

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Remodeling or Structural Improvements

Guests shall be allowed to conduct construction or remodeling (at Guests' expense) only with the prior written consent of SLCC which shall not be unreasonably withheld. At the end of the GA term, Guests shall be entitled to remove (or at the request of SLCC shall remove) any such fixtures, and shall restore the Parsonage to substantially the same condition that existed at the commencement of this GA.

Access by SLCC to Parsonage

Subject to Guests' consent (which shall not be unreasonably withheld), SLCC shall have the right to enter the Parsonage to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, Guests or workers. SLCC will provide reasonable notice of its intention to enter the Parsonage. If Guests have, after written notice to cease, continued to deny Owner access to the unit, as required by State law, such failure is a substantial breach of this agreement and is a just cause for eviction. However, SLCC does not assume any liability for the care or supervision of the Parsonage. As provided by law, in the case of an emergency, SLCC may enter the Parsonage without Guests' consent. During the last three months of this GA, or any extension of this GA, SLCC shall be allowed to display the usual "To Let" signs and show the Parsonage to prospective guests.

Indemnity Regarding Use of Parsonage

Guests agrees to indemnify, hold harmless, and defend SLCC from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which SLCC may suffer or incur in connection with Guests' possession, use or misuse of the Parsonage, except SLCC's act or negligence. Guests hereby expressly releases SLCC and/or Agent from any and all liability for loss or damage to Guests' property or effects whether in the Parsonage, garage, storerooms or any other location in or about the Parsonage, arising out of any cause whatsoever, including but not limited to rain, plumbing leakage, fire or theft, except in the case that such damage has been adjudged to be the result of the gross negligence of SLCC, SLCC's employees, heirs, successors, assignees and/or Agents.

Accommodation

SLCC will make reasonable accommodations for physical or mental limitations of Guests occurring during the Guests' occupancy of the Parsonage, unless undue hardship of SLCC would result. It is the Guests' responsibility to make SLCC aware of any required accommodation. In writing, the Guest incurring the disability should specify the nature and effect of the disability and any accommodation he or she needs. If after thoughtful consideration and evaluation, the accommodation is reasonable and will not impose an undue hardship, SLCC will make the accommodation. SLCC reserves the right to require appropriate medical verification of the disability.

Dangerous/Flammable Materials

Guests shall not keep or have in the Parsonage any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire in the Parsonage, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of SLCC is obtained and proof of adequate insurance protection is provided by Guests to SLCC. Guests shall not store in the Parsonage any

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improperly packaged food or perishable goods, hazardous waste or other inherently dangerous material, or illegal substances not previously identified.

Prohibition Against Unlawful Activities

Guests shall not conduct any unlawful activity in the Parsonage, garage, or while on SLCC Property.

Notices

Notices under this GA shall not be deemed valid unless hand delivered in writing at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing such notice.

SLCC:

[SLCC Primary Contact]
St. Lucas Community Church
1195 Manning Avenue North
Lake Elmo, Minnesota 55042

GUESTS:

[Missionary Family Name]
1179 Manning Avenue North
Lake Elmo, Minnesota 55042

Reviewed and approved by:

SLCC Authorized Signatory

Date

Guest Authorized Signatory

Date: