

SAMPLE INTERMITTENT LICENSE AGREEMENT FOR USE OF CHURCH AS A SHELTER

THIS AGREEMENT (hereinafter "the Agreement"), made and entered into this [date], by and between the [disaster resource non-profit corporation, or DRC] with its principal office located at _____, [town, state] and [your official church name] (hereinafter "Church"), with its principal place of business at _____, [town, state].

WITNESSETH:

WHEREAS, DRC provides emergency disaster services to the _____ Community including such services as homeland preparedness training, recruiting and staffing emergency shelters, recruiting volunteers and providing professional development and emergency procedures training; and

WHEREAS, DRC has identified Church as the owner of a building that DRC desires to use as an emergency shelter in the event of an emergency in the [town, state] area that displaces people and creates a need for temporary shelter; and

WHEREAS, 'Church' is agreeable to serving as a temporary shelter in accordance with certain terms and conditions.

NOW THEREFORE, the parties agree as follows:

1. **Description of the Premises:** 'Church' hereby grants to DRC the right to use, subject to the prior notice requirements set forth below, those portions of the 'Church' building located at _____, [town, state] as depicted on the attached plan and marked as Exhibit "A" (hereinafter "the Premises"). Use of the Premises shall include the right to use specialized rooms for the purpose for which they are intended, i.e., cooking is allowed in the kitchen, use of the facilities is allowed in the bathrooms, etc. [This section may also describe use of certain parking spaces, offices, and so on.]

2. **Term:** The Agreement shall continue for [term length] from the date set forth, above, and shall continue from year-to-year thereafter unless terminated in accordance with numbered paragraph ten (10). The right to use the premises commences only after (a) the Governor of the Commonwealth of Massachusetts (or other local municipality as the parties agree) declares that a state of emergency exists in the [town, state] area and (b) DRC provides oral notice to the Pastor of 'Church' or, in the absence of the Pastor, the Moderator of 'Church', that DRC shall commence use of the Premises, said oral notice to be given no less than 24 hours in advance of DRC taking possession of the Premises. 'Church' shall thereafter have 24 hours to notify other scheduled or permitted users of the premises that DRC has activated its intermittent emergency use of the Premises and that DRC use has priority over conflicting uses.

3. **Use fee and security deposit:** There shall be no fee charged for use of the Premises nor shall a security deposit for use of the Premises be required. DRC is, however, responsible for certain costs as detailed below. [This section is negotiable.]

4. **Necessary Improvements, equipment and materials:** DRC shall make, at its own expense, all such improvements to the Premises as are required by DRC to make the Premises suitable for the contemplated use. Such improvements shall first be approved by the Moderator of 'Church' in writing delivered to DRC and, in the event the parties cannot agree upon the improvements, the Agreement is voidable by either party upon written notice from the party seeking to void the Agreement to the other party. DRC shall provide, at its own expense, all such equipment and materials, including but not limited to food, medicine, medical supplies, cots and blankets as it requires to operate the emergency shelter. 'Church' shall permit DRC to store such equipment and materials as DRC seeks to keep on-site in a location of the Church Building agreeable to both parties provided that such equipment and materials are limited to such items as are needed to operate a shelter at 'Church', only. If the agreed upon storage area is not within the Premises, DRC staff (but not shelter residents or other unauthorized persons) shall have a right of access as required to and from the storage area once DRC has provided the notice

as contemplated in numbered paragraph 2, above.

5. **Staffing:** DRC has sole responsibility to manage and supervise the shelter once it takes possession of the Premises and shall staff the facility with sufficient staff as are necessary to provide those who are sheltered at the Premises with a safe and secure environment. No fewer than two adult DRC staff persons are required to be on site at the Premises and on duty whenever the Premises is in use as a shelter regardless of the number of individuals being served.

6. **Duration:** The parties contemplate that each use of the Premises as a shelter shall only be of a temporary nature and to that end, the parties agree that they shall, through senior staff, meet within 48 hours after the Premises are occupied by DRC to discuss the expected duration of the use by DRC. In no event shall such use continue beyond ten (10) consecutive days unless the parties have, in writing, agreed to an extension beyond the initial ten (10) days.

7. **Cleaning, Damage to 'Church' property:** DRC is responsible for cleaning the Premises after a DRC use, properly disposing of all trash, including hazardous biomaterials, and returning unused equipment and materials to the designated storage area. On the day that DRC ceases use of the Premises, or within 24 hours thereafter, the parties, through senior staff, shall conduct a walk-through and list the damage, if any, suffered by the property of 'Church' by virtue of the use of the Premises by DRC. If DRC fails to participate in this walk-through, the list prepared by 'Church' shall be conclusive of the damage. 'Church' shall seek reimbursement for this damage by its insurance carrier. In the event that the insurance carrier denies coverage, or the reimbursement is subject to a deductible, DRC shall, within 30 days of written demand, pay any balance owed.

8. **Release of liability:** DRC shall require all users of the shelter, and if a child/children, the parent or guardian of the child/children, to sign a waiver of liability and hold harmless agreement as a condition of use of the shelter that shall provide for a waiver of all claims against, and a release of liability of, 'Church'. To the fullest extent permitted by law, DRC will defend, indemnify and hold harmless 'Church', including its current and former members, officers, employees, and volunteers from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of, or from the performance of its operations or services and for the acts or omissions of its directors, officers, employees, volunteers or contractors.

9. **Not assignable:** The Agreement, and the rights stated herein, cannot be assigned, transferred or sublet to any third party.

10. **Termination:** Provided that the Premises is not in active use by DRC as a shelter, either Party may terminate the Agreement by providing the non-terminating party with a written notice of termination. Termination of the Agreement shall be effective upon the date stated in the writing but in no event shall termination be effective in fewer than seven (7) days from the date the writing is received by the non-terminating party.

11. **Miscellaneous:** The rights conferred herein are contractual in nature and the Agreement is not intended to convey any property interest or rights. DRC shall comply with all laws, ordinances and regulations applicable to its intended use of the Premises and is solely responsible for securing such permits and licenses as may be required to engage in such use at the Premises. DRC acknowledges that Exhibit "B" attached hereto sets forth a list of conditions for use of the Premises that DRC must enforce. The Agreement constitutes the entire agreement between the Parties and may be amended only in writing executed by authorized representatives of both DRC and 'Church'. By signing, below, each signatory acknowledges and avers that they have the authority to execute the Agreement on behalf of their respective party.

12. **Primary Contact, Notice:** DRC shall designate a primary contact person and make the name, address, telephone number, cell phone number and email address of that person available to the Pastor and the Moderator

(or other designee) of 'Church' and shall promptly notify the Pastor and the Moderator if a new individual is designated by DRC as primary contact person with that individual's contact information. The primary contact person for 'Church' shall be the Pastor with the Moderator as the appropriate alternative. The DRC contact person shall be the person to provide notice of the exercise by DRC of its rights to use the Premises and shall be the person to assure proper cleanup of the Premises at the end of any use of the Premises by DRC. Delivery of any notice or communication concerning the Agreement not otherwise explained above shall be delivered in hand in person to the individuals designated, below, or otherwise delivered until a new contact person is so designated:

(a) If to 'Church' to:

Rev. ABC, Pastor
[Church]
[Mailing address]

Or
XYZ, Moderator
[Mailing address]

(b) If to DRC to:

Executed on the date as first set forth, above:

[Church]

Rev. ABC | XYZ
Pastor | Moderator

[DRC]

Representative
Title

This document describes, in legal terms as it is a legal document, a proposed agreement between a disaster resource corporation and a local church. The corporation contracts with the church to use a designated church space for a specified time to provide disaster relief services. Everything is negotiable in this agreement; it is provided as a starting point only. Every church will have its own needs and requirements to consider before entering into this type of agreement. We advise that your congregation discuss exactly what the church is willing to provide long before the time when such an agreement might become necessary. And, as always, have a lawyer review any agreement before you sign.