

## LEASE AGREEMENT

**WHEREAS**, the City of Greenfield, Indiana, desires to secure the use of certain parking spaces contained within the lot owned by the Greenfield Christian Church; and

**WHEREAS**, the Greenfield Christian Church is willing to lease said spaces to the City of Greenfield, Indiana, all upon the terms as set forth below.

**NOW THEREFORE IT IS AGREED** by and between the parties as follows:

1. **Leased Area.** The area leased is as shown and described on Exhibit A, attached hereto and incorporated by reference herein, and hereinafter referred to as “the parking lot”, including fifty-one (51) standard parking spaces, one (1) handicap van accessible parking space and one (1) handicap accessible parking space for a total of fifty-three (53) parking spaces.

2. **Limitations.** The City of Greenfield shall have restricted use of the leased area for public parking as limited herein as follows, and said use shall be at the agreed consideration as seen in paragraph 3:

A. Greenfield Christian Church shall maintain the right to use and regulate the leased area on all Sundays; and

B. Greenfield Christian Church shall maintain the right to use and regulate the leased area during regularly scheduled weekly events, Riley Festival parking, or gatherings such as Scout meetings wherein Greenfield Christian Church is the host to such events or gatherings.

3. **Maintenance.** The City of Greenfield shall be responsible for snow removal from the leased area and shall assist in any required maintenance and shall seal coat, stripe and restripe the leased area as needed. Any and all snow removal which is necessary to a snow event of two (2) inches of snow or greater which occurs prior to Greenfield Christian Church Sunday morning church services shall be completed by 7:30 a.m. Greenfield Christian Church shall be responsible for any paving and any sub-grade issues.

4. **Duration.** This lease shall remain in full force and effect unless it is terminated by either party by giving written notice to the other party at least ninety (90) days prior to termination.

5. **Compensation.** There shall be no monetary compensation between the parties other than the consideration set forth in paragraph 3 above.

6. **Landscaping.** Greenfield Christian Church may install any landscaping it deems appropriate and shall use its reasonable best efforts not to reduce the number of available parking spaces as a result of such landscaping or to interfere with the orderly flow of vehicular movement within the leased area.

7. **Insurance.** The City of Greenfield and Greenfield Christian Church shall maintain at each party's own expense during the term of this lease adequate insurance coverages to protect

against claims related to the use of the leased area which may be made against either the City of Greenfield or Greenfield Christian Church. Upon request, the City of Greenfield shall deliver to Greenfield Christian Church proof of insurance in the form reasonably requested by Greenfield Christian Church which complies with the above requirements. Said proof of insurance shall name Greenfield Christian Church as an additional insured.

8. **Indemnification.** The City of Greenfield shall defend, indemnify and hold harmless Greenfield Christian Church, its affiliated entities, agents, employees, and representative from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses including reasonable attorney’s fees incurred against Greenfield Christian Church as a result of any claim made by a third party to the extent arising out of or relating to the use of the leased area while in use by the City of Greenfield.

9. **Security.** The City of Greenfield and Greenfield Christian Church acknowledge the leased area is not monitored by any security personnel or security features such as camera surveillance.

10. **Signage.** In the event the City of Greenfield desires to place temporary or permanent signage in the leased area, all such signage shall be reasonably approved by Greenfield Christian Church prior to any such placement, and Greenfield Christian Church reserves the right to remove such signage or request the removal of such signage at its discretion.

11. **Assignment.** The City of Greenfield shall not have the right to assign or transfer its rights or obligations pursuant to this Agreement without the prior written consent of Greenfield Christian Church.

**ALL OF WHICH** is agreed by the parties this \_\_\_\_ day of \_\_\_\_\_, 2024.

GREENFIELD CHRISTIAN CHURCH

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

CITY OF GREENFIELD, INDIANA  
BOARD OF PUBLIC WORKS AND SAFETY

\_\_\_\_\_  
Guy Titus, Mayor

\_\_\_\_\_  
Larry Breese, Member

\_\_\_\_\_  
Katherine Locke, Member

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Brent Robertson, Member

\_\_\_\_\_  
Glenna Shelby, Member