
Administrative Commission on Property

Manual of Operations

Grace Presbytery

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1.0 ACP General Guidelines

Here, you will find:

- ✓ Membership and work of the ACP
- ✓ How to communicate with the ACP – *please read*

1.1 ACP Membership

- 1.1.1 The Administrative Commission on Property (hereinafter “ACP” or “Commission”) functions under Grace Presbytery’s Standing Rules, paragraph 5.18.
- 1.1.2 The ACP consists of individuals appointed by Grace Presbytery according to its Standing Rules, and shall include, as Ex-Officio members: the General Presbyter (or representative), the Stated Clerk, and a Board of Trustees representative.
- 1.1.3 The ACP elects a Moderator and a Recorder from among its members every December, and a Vice Moderator from among its members every February (after the new class of Commission members has been seated), to serve for the next calendar year.

1.2 ACP Scope of Authority

- 1.2.1 This Manual of Operations (“Manual”) shall constitute the guidelines that Grace Presbytery has approved that empower the ACP to consider requests from congregations and the procedures by which a congregation may appeal decisions of the ACP to Grace Presbytery.
- 1.2.2 **The procedures set out herein are a statement of basic requirements and are not intended to be definitive or exhaustive.** The ACP may request further information or documentation with regard to any request submitted by a congregation.
- 1.2.3 **The ACP acts for Grace Presbytery on requests for permission to sell, mortgage, lease, or otherwise encumber the real property of congregations, or to acquire real property subject to an encumbrance or condition,** in accordance with the *Book of Order* (G-4.0206; G-4.0208; G-3.0301 [a, f]).

At the time of reunion, some churches elected to be exempt from the approval requirements of the Book of Order by following a specific procedure. The time for making that election has long since passed. A list of congregations that are exempt from the requirements of G-4.0206 is found in Section 4.1 of this Manual. These congregations may voluntarily submit a request to the ACP for its approval in the same manner as outlined for congregations that do not have exemption. Congregations that are exempt are encouraged to avail themselves of the knowledge and experience of the ACP.

1.2.4 Examples of the **kinds of transactions within the scope of the ACP** include, but are not limited to, the following:

Outright sales of real property, whether acquired by purchase or gift

The granting or creation of any easement, covenant, license or profit on real property, with or without any consideration being paid

Any loan secured by a lien on any real property for any purpose

Any mortgage to purchase a manse

Any mortgage in order to remodel existing facilities or build new facilities

Any lease of any real property for a stated or potential term of more than five (5) years, including oil and gas leases or cell tower leases or any other telecommunication lease or easement (DSL switches, etc.)

Any lease, for any term, of real property used for worship purposes, whether structured as a formal lease or simply as a sharing arrangement

Acceptance of any gift of real property that is subject to any lien, lease or other encumbrance

Any renewal, modification or extension of any loan transaction previously approved by the ACP

1.2.5 Any request by a congregation for approval of the sale of real property used for purposes of worship shall be further approved by the body of Grace Presbytery after the request has received approval from the ACP.

1.2.6 Any loan request in excess of \$1,000,000 shall be further approved by Grace Presbytery's Executive Committee after it has received approval from the ACP.

1.3 The Right of Appeal

1.3.1 In any request the ACP considers questionable, it may refuse to act or deny the request. In such a case, the congregation may appeal the decision to Grace Presbytery through the Executive Committee. If a congregation disagrees with a decision of the Executive Committee, it may appeal that decision to the body of Presbytery.

1.4 How to Communicate with the ACP

1.4.1 Requests for ACP action, together with any required documentation, are to be submitted well in advance, to allow ample time for review and analysis. ***Generally speaking, a congregation contemplating a transaction ("sale, mortgage, loan, or lease") that might require ACP action should contact the Commission at least TWO months prior to needing approval.*** A congregation should not enter into any agreement or take any final action on such a matter until the ACP has given approval.

- 1.4.2 **All documents shall be submitted to the ACP in electronic format**, preferably as PDF files.

If a congregation does not have computer access, the materials may be submitted to the Grace Presbytery office to be scanned and then provided to the ACP. In such an instance, additional time is required to allow for delivery and scanning.

- 1.4.3 In most cases, **a congregation will be well advised to seek preliminary approval of a transaction by submitting as much information as possible to the ACP as early as possible**. The ACP may act conditionally, subject to receipt and approval of all final particulars about the transaction, or it may defer taking any action until the details are resolved.

- 1.4.4 Meeting dates and deadlines for submissions of requests are published on the Grace Presbytery website shortly after January 1 of each year. Requests that are not timely submitted may be deferred to a later meeting of ACP, except in the case of an emergency or for other good cause.

- 1.4.5 When a request is presented to the ACP, the usual procedure will be for a task force of one or two Commission members to meet with the particular congregation to review the transaction, to follow-up to see that all information needed by the Commission is submitted, and then present the request to the ACP with a recommendation.

- 1.4.6 If a representative of a particular congregation has been asked to be present, either in person or by telephone, when the ACP is considering a request from that congregation, the ACP will hear from that representative and then that person will be excused before the ACP deliberates and votes on the request.

- 1.4.7 **The ACP strongly recommends that any congregation considering a transaction secure such competent professional assistance as the transaction requires. That may be an attorney, an engineer, an architect, a real estate professional or other individual with expertise in the particular area. The ACP may condition its approval of a transaction on a congregation obtaining needed professional assistance. Any expenses (legal, engineering, etc.) incurred by the ACP in considering a request from a particular congregation shall be borne by the congregation. The usual practice is that Grace Presbytery will pay those expenses and then be reimbursed by the congregation.**

2.0 Mortgages

Here, you will find:

- ✓ General information needed to make a loan request of the ACP
- ✓ Requirements for loans
- ✓ How to get the loan process started
- ✓ Loan application requirements
- ✓ Information for loan refinancing, modifications, extensions

2.1 Introduction to Mortgages

2.1.1 The *Book of Order* requirement that the Presbytery approve mortgages of property of a congregation stems from the connectional nature of our system, and the ultimate trust relationship between a congregation and the PC(USA) with regard to property.

This requirement was adopted many years ago to help congregations avoid financial crises.

Additionally, loans are almost always guaranteed by the Presbytery; thus, **Grace Presbytery expects that a congregation be able to repay any loan assumed in a fashion that will enhance, rather than diminish, the congregation's resources for ministry.**

2.1.2 When a congregation seeks approval for a transaction, each application is considered on its own merits.

The evaluation is made to ensure that the congregation has sound advice, that it has considered the impact of the transaction on its ministry and witness, and understands all relevant risks that inevitably are associated with any business transaction.

Permission is usually granted for proposed transactions if the congregation can afford it, and if the risks are understood, evaluated and deemed reasonable.

2.1.3 **When a congregation first begins to seek approval of a loan transaction, it shall submit a statement signed by its Moderator and Clerk of Session affirming that the Session understands and agrees to these guidelines for loan approval, in the following form:**

The session of (insert name of congregation) of (location), Texas, reviewed the guidelines for loan approval as detailed in the Manual of Operations of Grace Presbytery's Administrative Commission on Property on (insert date), and understands and agrees to those guidelines.

2.2 General Guidelines for Obtaining a Loan

- 2.2.1 With regard to requests for approval of granting a mortgage on real property, no distinction is made herein between loans that require Presbytery guaranty and those that do not require a guaranty. The same requirements apply in either case. The terms “loan,” “mortgage” or “guaranty” may be used interchangeably herein, as the context may require.
- 2.2.2 With regard to any request for approval of a mortgage, ACP may request such information as it may determine is necessary to enable it to fulfill its constitutional function.
- 2.2.3 The Commission will not grant final approval of a transaction until the identity of the lender and specific loan terms are determined. Preliminary approvals can be considered to enable a congregation to negotiate for a loan or to otherwise plan, but **no final approval will be granted until the specific lender and the specific loan terms are known, reviewed and approved.**
- 2.2.4 With regard to any loan guaranteed by Grace Presbytery, the particular congregation shall agree in writing that upon request by the ACP it will provide a statement certifying as to the status of the loan guaranteed, whether current or delinquent, and stating the current principal balance of the loan guaranteed and the date to which interest on the loan has been paid.
- 2.2.5 Any congregation with an outstanding loan guaranteed by Grace Presbytery *shall* provide the Presbytery a copy of its annual financial statements (balance sheet and income and expense statements) within sixty (60) days after the end of its fiscal year.
- 2.2.6 In the case of Presbyterian Church (USA) Investment & Loan Program (“PILP”) loans requiring an “enhanced” guaranty by Grace Presbytery, that is a guaranty pursuant to which Grace Presbytery is obligated to make an installment loan payment upon any delinquency by the borrower, ACP may require reasonably demonstrable assurance of the congregation’s ability to repay the loan when and as it becomes due without material detriment to its existing ministry.
- 2.2.7 If a congregation proposes issuing and selling bonds to finance a construction project, and can satisfy the ACP that the issuance of bonds is in the best interest of the congregation, the ACP requires strict compliance with additional rules to adequately protect the congregation:
- a. Grace Presbytery requires that such a bond program be constructed with the aid of an attorney who specializes in congregational bond programs. *This attorney's credentials must satisfy and be approved by Grace Presbytery's legal counsel.*

- b. The design of the bond program and all legal documents drafted for its execution requires the approval of Grace Presbytery's legal counsel.
 - c. The congregation will pay all the expenses of the bond program, including all attorney's fees.
 - d. The congregation will reimburse Grace Presbytery for all legal expenses incurred in evaluating the legal documents relating to the bond program.
- 2.2.8 The commission will use due care in analyzing any transaction that uses unusual financing methods, and will ordinarily not approve such transaction.
- 2.2.9 **Requests from a congregation for ACP approval of a loan that encumbers real property of the congregation, or for a guaranty of a loan by Grace Presbytery, are to be accompanied by written information from which the ACP may reasonably conclude that the congregation demonstrates, both historically and prospectively, a significant commitment to the life, mission, and ministry of the Presbyterian Church (USA), and recognizes and appreciates the unique connectional relationship that exists among individual congregations and more inclusive councils of the church.**

The following items are illustrative, but not exhaustive, of the kinds of information that the ACP may consider in making its determination:

- a. Information as to the various ways in which the congregation has demonstrated its efforts to further the life, mission, and ministry of the PC(USA) through the time, talents and treasure of its members
- b. Information as to the extent to which members of the congregation maintain regular and continuing relationships to the more inclusive councils, work with the church, and work with the various structures of the church to enable the more inclusive councils to fulfill their constitutional responsibilities
- c. An acknowledgement by the congregation that financial support of the greater church is a high moral obligation, the fulfillment of which visibly demonstrates the covenantal ties that bind us as one church of Jesus Christ
- d. Information as to the extent to which the congregation has participated, and plans to participate prospectively, in the fiscal life of the church
- e. If the particular congregation is giving less than 10% of its operating budget (not considering benevolent and capital spending) for unified giving to Grace Presbytery, Synod of the Sun and General Assembly, that congregation is encouraged to plan for increased giving over a reasonable period of time to achieve that level of giving, with due consideration being given to the congregation's membership, its own reasonable budget demands, capital needs that must be met from regular giving within the congregation, special designated gifts or memorial gifts to the congregation that are restricted as to use and any other special circumstance that might be material.

2.3 Mortgages Less than \$50,000

- 2.3.1 Mortgages to secure very small loans (those less than \$50,000) will be considered on an *ad hoc* basis. When such a request is made, the ACP will determine the information that it requires and advise the particular congregation.

2.4 Mortgages More than \$50,000

- 2.4.1 **The following requirements and process shall apply to all requests** for approval of mortgages to secure loans in excess of \$50,000:

1. Except in the case of mortgage loans that can be amortized by a particular congregation out of its general operating budget (less than 10% of the budget annually) without operating at a deficit, a particular congregation must develop a plan to retire the indebtedness from a building fund campaign, or a series of not more than three, three-year campaigns, preferably conducted by the Church Financial Campaign Service of the General Assembly of the PC(USA) as fundraiser.
2. Except in extraordinary circumstances, a particular congregation must possess a cash reserve, or have already paid expenses that are a part of the project being considered, equal to 15% of the total project cost.
3. Except in extraordinary circumstances (such as small projects or projects requiring loans of less than 50% of the project cost) and at the discretion of the ACP, a performance bond for the cost of the contract is required.

- 2.4.2 Proposed construction projects to be funded from mortgage loans shall provide for contingencies as follows:

For new construction, the amount approved must include an allowance of at least 5% of the contract price for contingencies, and the ACP suggests an additional 10% for furnishings.

For renovation/remodeling, the amount approved must include an allowance of at least 15% of the contract price for contingencies.

- 2.4.3 If services of an architect are utilized, the ACP requires that the contract for architectural services include an agreement by the architect that if the bid cost exceeds the architect's estimate by more than 10%, the architect, at no additional cost, will revise the plans to bring the bid within 10% of the architect's estimated cost.

2.5 Step One -- Preliminary Procedures

- 2.5.1 **The first step in the process of obtaining ACP approval for a loan transaction is a consultation telephone call with the Stated Clerk of Grace Presbytery, who may involve the Moderator of the ACP. If the ACP is not involved in that conversation, the Stated Clerk will promptly refer the possible request to the Commission.**

The congregation will be directed to the ACP Manual of Operations (online), or a hard copy will be provided to any congregation without computer access.

The congregation will also be directed to the PC(USA) Investment and Loan Program, Inc. (<http://pilp.pcusa.org/>). The congregation should also watch the PILP loan presentation found on the PILP website – it is very informative.

2.6 Step Two -- Preliminary Loan Analysis

- 2.6.1 **Before a formal loan request may be submitted to the ACP, a Preliminary Loan Analysis will be made, to help the congregation evaluate its capacity to fund a project before it actually gets to the application process and before it gets too far along in the project design phase. *This analysis will help congregation leaders get a snapshot of how much debt the congregation can handle and, even more importantly, how much debt would be comfortable without sacrificing mission and ministry opportunities.***

- 2.6.2 **In order to accomplish the Preliminary Loan Analysis, the following information shall be submitted to the ACP, as applicable:**

- a. A brief description of proposed project
- b. Preliminary estimate of cost (if available)
- c. Plan for retirement of loan (if developed)
- d. Congregation statistics (for current year and 4 prior years):
 - i. Membership
 - ii. Average worship attendance
 - iii. Number of potential giving units
- e. Financial Statements (for current YTD and 3 prior years):
 - i. Amount of pledges (and actual receipts) to operating budget
 - ii. Amount of pledges (and actual receipts) to capital campaign
 - iii. Other Income:
 - General fund – recurring
 - General fund – non-recurring
 - Building fund income (not pledged)
 - iv. General operating expenses
 - v. Capital project expenses

2.6.3 **The information required must be readily ascertainable from the financial statements as presented, or the congregation will be asked to provide the required information in narrative form and to reconcile the amounts provided to the financial statements.**

2.6.4 *A congregation is well-advised to work through a preliminary analysis with the ACP before beginning planning or fund-raising to determine the rough parameters of a possible loan. In such a case, some of this information will not have been developed – the analysis will be more in the nature of what amount of a loan the congregation can reasonably expect to be able to service.*

2.6.5 Upon receipt of that information, the analysis will be made. **The preliminary analysis is not intended as a substitute for the formal loan application process**; rather it is designed to determine what a congregation might be able to do, or if plans that are already made are feasible. The ACP will be in conversation with the congregation for further information as required during this process.

2.6.6 Other factors that might be considered, and as to which information might be required, include but are not limited to the following:

Stability of membership

Potential discouragement associated with multiple year capital campaigns

Results of prior capital campaigns

Possibility of project being completed in phases

Availability of reserve funds that could be used to mitigate cash flow swings

2.6.7 If a capital campaign has not already been conducted, except in the rare instances outlined above, the next step in the process will be for the congregation to conduct a capital campaign.

The Preliminary Loan Analysis will have helped to determine the extent to which a successful capital campaign will be necessary to enable the congregation to proceed with its planned project.

The formal loan application process may proceed, as outlined below, but approval will almost always be predicated on the successful completion of any required campaign.

2.7 Step Three -- Formal Loan Application

- 2.7.1 After the Preliminary Loan Analysis is completed, if the congregation elects to proceed with its planned project and loan application, it shall fully **complete a PILP loan application and submit it to the ACP**, together with all required attachments and supporting information. *ACP requires a completed PILP loan application whether or not the congregation uses PILP as a lender.*

To download a PILP application, please visit:

http://pilp.pcusa.org/media/uploads/pilp/pdf/loan_application.pdf

- 2.7.2 **If the congregation decides to apply to PILP for a loan, it shall, at the same time, submit the loan application and attachments to PILP.**

Before that is done, there will be conversations among the congregation, PILP and the ACP leading toward the submission of the formal application.

PILP may have other requirements that must be met before the application may be submitted.

The ACP encourages congregations to use the loan facility made available through PILP, but the final decision as to the lender is that of the Session and congregation, subject to approval by the ACP.

- All loan terms and associated costs should be considered, rather than focusing strictly on the immediate interest rate.
- PILP charges no prepayment penalty, its loan closing costs are almost always less expensive than those of commercial lenders, and, in the unfortunate event that problems arise, PILP has a common interest with the congregation and the Presbytery that is not found when dealing with a commercial lender.

- 2.7.3 In addition to the information required for the PILP loan application, **the congregation should also submit these additional items to the ACP:**

- a. Loan Transaction Application (see page 19)
- b. Copy of contract for architect's services and estimate of cost
- c. Certification of Session record approval from the Stated Clerk
- d. Preliminary Loan Analysis, if not previously submitted (see Section 2.6.2)
- e. All Session minutes related to the loan transaction or construction project
- f. All congregational meeting minutes related to the loan transaction or construction project
- g. Commitment letter from commercial lender if PILP is not the lender of choice
- h. The written statement required in Section 2.1.3

2.8 Step Four -- ACP Review of Application

- 2.8.1 After receiving the completed PILP loan application and the other materials listed in Section 2.6 of this Manual, the ACP will review the application, and confer with the designated representative so that any questions or concerns may be addressed.
- 2.8.2 **All required information must be submitted at least two weeks prior to the regular ACP meeting** at which the request will be considered. The ACP may request an additional meeting to consider further information, or it may consider that action in a later telephone conference call.

2.9 Step Five -- Approval of Application

- 2.9.1 If the loan is approved by the ACP, the congregation will be advised and may proceed to the loan closing as appropriate.

If a commercial lender is involved, and if a guaranty from Grace Presbytery is required, any documents requiring Presbytery signature must be submitted for review and approval by Presbytery's attorney as soon as possible.

All fees incurred by Grace Presbytery for that review shall be borne by the congregation.

Until all documents requiring execution by Grace Presbytery have been approved, the closing should not take place.

There are instances in which a commercial lender may require some agreement that Grace Presbytery cannot accept; if that should happen the congregation may have to proceed without Presbytery guaranty or find another lender.

2.10 Step Six -- Post-Loan Closing Procedures

- 2.10.1 After the loan is closed, additional information must be submitted to the ACP to complete its record, including the following items:

Copy of all loan documents

Copy of construction contract

Any post-closing item required by PILP, or any other lender, shall also be provided to the ACP

Any other item requested by the ACP as a condition of its approval

- 2.10.2 If the construction bid exceeds the loan amount approved by the ACP, then the congregation must apply for the approval of that increased loan level at a subsequent ACP meeting.

2.11 Loan Refinancings, Modifications, or Extensions

2.11.1 All refinancings, modifications or extensions of loans previously approved by the ACP require further approval. Unilateral actions by PILP to reduce the interest rate on loans approved by the ACP do not require further approval, provided that no other term of the loan is changed in any regard.

2.11.2 When approval is required, the ACP should be contacted well in advance of the time of any required action to allow for proper review and analysis of the revised transaction. At least two weeks before the ACP is asked to act on a request, the following information should be submitted:

Loan Transaction Application (*see page 19*)

A statement as to the remaining balance, the interest rate and the monthly or other periodic payment for the existing loan

A statement of the new loan amount, the interest rate and the monthly or other periodic payment

A copy of any agreements or documents to be executed in connection with the refinancing, modification or extension

A copy of the Session and congregational meeting minutes where the refinancing, modification or extension was approved

A statement as to the reasons for the refinancing, modification or extension, together with an explanation of any benefit and/or detriment to the congregation as a result of the modified loan

Financial statement for the current year to date and for the prior year

The ACP may require additional information as it deems necessary

2.11.3 Any loan documents that require execution by Grace Presbytery must be reviewed and approved by Presbytery's attorney and all costs of that review shall be borne by the congregation. **The refinancing, modification or extension may not be closed until the ACP has approved the transaction.**

3.0 Sales and Leases

Here, you will find:

- ✓ Considerations for selling congregation property – *submit Sale of Real Property Application (p. 21) and all information requested in 3.2.1*
- ✓ Considerations for leasing congregation property – *submit Leasing Property Application (pp. 23-24) and all information requested in 3.2.1. Use of the Sample Lease (pp. 25-37) is recommended, but not mandatory.*
- ✓ Information on oil and gas leases

3.1 The Sale of Real Property -- Used for Worship

- 3.1.1 The sale of property used for the purpose of worship requires the vote of Grace Presbytery itself. The ACP will make a recommendation to Grace Presbytery regarding the sale of such property. In order for the ACP to make a recommendation to the Presbytery, the congregation shall supply the information required in 3.2.1 and such other information as the ACP feels is reasonably necessary.

3.2 The Sale of Real Property -- Not Used for Worship

- 3.2.1 The Sale of property not used for the purpose of worship requires only consideration at an ACP meeting. Information to be supplied includes:

Sales price

Tax value

Legal description of the property

Any deed restrictions

Real estate appraisal

All financial arrangements with the buyer (*if available at the time*). Please provide to the presbytery after the sale in order to complete the record

A statement about how the sale will affect the ministry and mission of the congregation

If a manse, what the long-term housing arrangements will be for the present or future pastoral leadership

How the proceeds from the sale will be used in the congregation's ministry plan

Copy of the congregational meeting minutes approving the property sale

- 3.2.2 A congregation contemplating the sale of a manse should be aware that tax laws may change rendering the value of provided housing or a housing allowance taxable to the minister. If that happens, and if the congregation increases the minister's compensation to cover the income tax on that heretofore untaxed benefit, it is entirely possible that the financial cost to a congregation would be less from providing a manse than in providing a cash housing allowance. The consequences of such a change should be considered by the Session before the decision is made to sell a manse.

3.3 Leasing Worship Space

- 3.3.1 The ACP is inclined to approve requests from congregations pertaining to the leasing of their worship space when the lessee is affiliated with a denomination in correspondence with the PC(USA). *If in doubt, check with the Stated Clerk.*
- 3.3.2 The ACP is not inclined to approve requests for approval of leasing arrangements with congregations which are affiliated with denominations that are not in correspondence with the PC(USA).
- 3.3.3 The ACP will consider approving lease arrangements with Christian congregations not affiliated with any denomination, provided that they sign a covenant recognizing the PC(USA) as one branch of the true church of Jesus Christ.
- 3.3.4 Because it is not appropriate to charge rent to other Grace Presbytery entities (fellowships, new congregation developments, or congregations), the ACP encourages those congregations and fellowships to develop covenant relationships.
- Such partnership relationships pertaining to shared expenses for utilities and property upkeep are appropriate as long as they are directly related to the particular expense and are covenantal rather than contractual. If expense is a critical factor in a shared relationship, then the ACP encourages the Session to contact Grace Presbytery.
- 3.3.5 Prior to approving any lease of worship space, ACP must be reasonably satisfied that the lease will not adversely affect the ministry or witness of the congregation seeking approval of the lease.

3.4 Leasing Congregation Property for More Than Five Years

- 3.4.1 "A congregation shall not lease its real property used for purposes of worship, or lease for more than five years any of its other real property, without the written permission of the presbytery transmitted through the session of a congregation" (*Book of Order*, G-4.0206 [b]).

- 3.4.2 Prior to approving any lease for more than five (5) years, ACP must be reasonably satisfied that the lease will not adversely affect the ministry or witness of the congregation seeking approval of the lease.

3.5 Oil and Gas Leases

- 3.5.1 Oil and Gas leases must be reviewed and approved by the ACP. **The congregation will submit a copy of the lease agreement and the minutes of the congregational meeting and the Session meeting that authorized entering into the lease to the ACP for approval.**

Congregations that have existing signed lease agreements dated before May 7, 2008 are grandfathered for lease approval, but shall send a copy of the existing lease to the ACP.

- 3.5.2 Prior to approving any oil and gas lease, ACP must be reasonably satisfied that the lease will not adversely affect the ministry or witness of the congregation.

3.6 Right-of-Way or Utility Easements

- 3.6.1 Right-of-way or utility easements require the approval of the ACP. Requests for approval shall include:

Diagram of the planned easement

Statement of financial arrangements of such a contract

Legal description of the property

Copy of the congregational meeting minutes approving such a transaction

Statement concerning how the granting of this easement might impact the congregation's ministry

3.7 Leasing Space for Weddings

- 3.7.1 Since *The Book of Order* defines a wedding as a service of worship, the congregations of Grace Presbytery are given permission to lease space for the celebration of a wedding or a service celebrating the renewal of marriage vows as approved by the respective Session of a congregation. This paragraph constitutes the required written permission (*action taken March 30, 2001*).

4.0 Exemptions

4.1 Congregations Exempt from Book of Order (G-4.0206) Requirements

Dallas, Bentwood Trail
Dallas, First
Dallas, Highland Park
Dallas, Oak Cliff
Dallas, Preston Hollow
Denison, Hyde Park
Denton, First
Fort Worth, Oakhurst
Fort Worth, St. Stephen
Greenville, First
Hamilton, First
Hooks, First
Irving, First
Kilgore, First
Longview, Alpine
Longview, Centre
Longview, First
Longview, St. Andrew
Marshall, First
Milford, Milford
Mount Pleasant, First
Paris, First
Rockdale, First
Sherman, First
Sulphur Springs, First
Troup, First
Tyler, First
Waco, Youngblood Memorial

PILP always requires that the Presbytery guarantee any loan that it makes to a congregation, and other lenders may impose a similar requirement. If a guaranty is required, the ACP must act on the request. If it is approved, the ACP may authorize the Board of Trustees of Grace Presbytery to execute and deliver a guaranty on behalf of the Presbytery.

LOAN TRANSACTION APPLICATION

(Includes Refinancings, Modifications, or Extensions)

Date: _____
Name of Congregation: _____ of _____, Texas
Type of Transaction (*circle one*): New Loan Refinance/Modification/Extension
Date of Approval at Congregational Meeting: _____

Clerk _____ **of** _____ **Session:** _____
Mailing _____ **Address:** _____
Telephone: _____
Email: _____

Moderator _____ **of** _____ **Session:** _____
Mailing _____ **Address:** _____
Telephone: _____
Email: _____

Other _____ **Contact** _____ **(identify):** _____
Mailing _____ **Address:** _____
Telephone: _____
Email: _____

Lender: _____
Lender _____ **Representative:** _____
Mailing _____ **Address:** _____
Telephone: _____
Email: _____

Attach all items required in Section 2.6.2 of the Manual as applicable.
Submit Application to: statedclerk@gracepresbytery.org *or*
Grace Presbytery, 6100 Colwell Blvd., Suite 100
Irving, TX 75039-3112

Intentionally left blank

Sale of Real Property Application

The ACP acts on requests to “sell, mortgage or otherwise encumber” or to lease the real property of congregations. The sale of real property used for the purpose of worship requires the vote of Grace Presbytery itself. Before submitting application, please read sections 3.1 and 3.2 of the APC Manual.

Date: _____
Name of Congregation: _____ of _____, Texas
Clerk of Session: _____
Moderator of Session: _____
Contact Information: _____
Date of Approval at Congregational Meeting: _____

Please Attach the Following Information:

1. Legal description of the property
2. Sales price or asking price
3. Tax Value
4. Has an appraisal been obtained (yes/no)?
 If yes, what is the appraised value?
 If no, what is the Session’s estimate of value?
 If the sales price is less than 80% of the estimated or appraised value, please attach explanation.
5. For what purpose will the funds resulting from the sale be used?
6. Is the sale to a congregation member, a relative of a congregation member?
7. Is the sale to a person with any other relationship to the congregation? If so, please describe.
8. If a manse, what long-term housing arrangements will be provided for pastoral leadership?
9. Copy of the congregational meeting minutes approving the property sale

Attach all items required in Section 3.0 of the Manual as applicable.

Submit Application to: statedclerk@gracepresbytery.org *or*
Grace Presbytery, 6100 Colwell Blvd., Suite 100
Irving, TX 75039-3112

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Leasing Property Application

The ACP acts on requests to “sell, mortgage or otherwise encumber” or to lease the real property of congregations. The sale of real property used for the purpose of worship requires the vote of Grace Presbytery itself.

Date: _____
Name of Congregation: _____ of _____, Texas
Clerk of Session: _____
Moderator of Session: _____
Contact Information: _____
Date of Approval at Congregational Meeting: _____

Please submit the following:

1. Name and address of leasing group
2. Contact information for leasing group (name, address, telephone, email, fax)
3. Copy of lease agreement, including termination or renewal options
4. Copy of Session minutes approving the lease
5. Pertinent information about building or property use agreement, including insurance
6. Information relevant to the possible effect of the lease on the ministry or witness of the congregation requesting approval and indicating that the congregation has considered that question.

Please complete questions on back

Are you proposing to lease worship space? _____ If yes, please:

1. Read Section 3.3 of the APC Manual
2. Attach additional information:

Pertinent information regarding the building use arrangements, including insurance

Is the leasing congregation group “in correspondence with the PC(USA)? *If in doubt, ask the Stated Clerk.* For congregations neither in or out of correspondence with the PC(USA), submit a signed covenant indicating that the religious organization recognizes the PC(USA) as one branch of the true congregation of Jesus Christ.

Information relevant to the possible effect of the lease on the ministry or witness of the congregation requesting approval and indicating that the congregation has considered that question.

Does the lease last more than five years? _____

If yes, please read the following statement:

“A congregation shall not lease its real property used for purposes of worship, or lease for more than five years any of its other real property, without the written permission of the presbytery transmitted through the session of the congregation” (Book of Order, G-4.0206 [b]).

Submit Application to: statedclerk@gracepresbytery.org *or*
Grace Presbytery, 6100 Colwell Blvd., Suite 100
Irving, TX 75039-3112

Sample Lease

This form was prepared in August 2011 as a sample or prototype that may be used by congregations of Grace Presbytery, for leasing all or part of the congregation's facilities to other church groups or non-profit entities.

This form is adapted from the base lease form and the office lease form in Chapter 71 of the TEXAS REAL ESTATE FORMS MANUAL, SECOND EDITION (State Bar of Texas, 2011), which is widely used by attorneys in Texas. These forms are updated by the State Bar of Texas from time to time to reflect changes in Texas law, so the latest version of those lease forms should be reviewed and considered for possible revisions that need to be made to this document.

By making this document available, Grace Presbytery is not giving legal advice to landlord congregations or their tenants, but is providing a resource to facilitate lease discussions between the parties. Each party to this or any other lease document is advised to seek qualified legal counsel of its own choice to assist in reviewing and making any modifications in this sample document.

As provided in Paragraph E.22 of this document, if this lease is of the landlord congregation's real property used for purposes of worship, or is for more than five years, then (under the Book of Order (G-4.0206(b)) of the Constitution of the Presbyterian Church (U.S.A.)) this lease is subject to the written permission of Grace Presbytery, as the regional governing body in north central Texas, acting through its Administrative Commission on Property, and transmitted through the session of the Landlord congregation.

For more information contact the Stated Clerk of Grace Presbytery at statedclerk@gracepresbytery.org or (214) 630-4502.

The Sample Lease begins on page 27

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Lease

Basic Terms

Date: _____

Landlord: _____ Presbyterian Church
a Texas non-profit corporation

Landlord’s Address: Attn: Clerk of Session
(May be modified to Chairperson of Board of Trustees, Moderator of Building & Grounds Committee, or other person as appropriate)

_____, Texas _____

Tenant: _____
a Texas _____
[non-profit corporation or other entity type]

Tenant’s Address: Attn: _____

_____, Texas _____

Property/Facilities: Certain portions of the church property and facilities at:
_____ *[street address]*,
_____ *[city]*,
_____ County, Texas.

The legal description of the property is:
Lot _____, Block _____,
City of _____,
_____ County, Texas,

further described as situated in the _____ Survey, Abstract _____, _____ County, Texas, and being the property described in a Deed to the Landlord recorded as Instrument Number _____, Official Public Records, _____ County, Texas (“Property”).

The portions of the Property and particular facilities to be used by Tenant are described in the Schedule attached to this lease (“Facilities”).

Base Rent (monthly): _____ (\$_____) per month for Tenant's use of the Facilities, which includes Tenant's reasonable use of all public utilities available in the Facilities, and with all janitorial services and building and landscape maintenance provided by Landlord, except for the Tenant's obligation to clean up after itself after each use as provided in Paragraph E.1.

This paragraph or other paragraphs of this lease may be modified if desired to provide that Tenant will pay the Base Rent plus a specified share of the Operating Expenses of the facilities.

Term (months): _____ (_____) months. Any extension of this lease is subject to further negotiation and agreement of the parties.

Commencement Date: _____, 20____

Termination Date: _____, 20____
(unless extended by written agreement of the parties)

Security Deposit: An additional amount equal to one month's Base Rent (\$_____).

Permitted Use: Church and related activities. The Facilities and times for Tenant's use are shown on the attached Schedule. *This paragraph should be modified for a different use, like a day care facility or social service agency.*

Amount of Liability Insurance:

General Aggregate Limit (Annual)	\$3,000,000.00
Each Occurrence Limit (Annual) <i>(Bodily Injury & Property Damage Combined)</i>	\$1,000,000.00

"Rent": means Base Rent plus any other sums of money due the Landlord by the Tenant.

"Landlord": means Landlord and its agents, employees, invitees, licensees, or visitors.

"Tenant": means Tenant and its agents, employees, invitees, licensees, or visitors.

Lease Clauses and Covenants

A. Tenant Agrees to:

1. Lease the Facilities for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. Accept the Property and Facilities in their present condition "AS IS," the Property and Facilities being currently suitable for Tenant's intended use.
3. Obey:
 - (a) all laws relating to Tenant's use, maintenance of the condition, and occupancy of the Property and Facilities;
 - (b) any requirements imposed by utility companies serving or insurance covering the Property and Facilities; and
 - (c) any rules and regulations adopted by Landlord.
4. Pay monthly, in advance, on the first day of the month, the Base Rent to Landlord at Landlord's address. Tenant shall pay a late charge of 5 percent of any Rent not received by Landlord by the tenth day after it is due.
5. Tenant shall be responsible for the expense of its own telephone service, or other special services.
6. Pay any required ad valorem taxes on Tenant's equipment or Tenant's other personal property located on the Property
-or-
Tenant shall be responsible for taking appropriate steps to obtain an exemption from ad valorem taxes.
7. Allow Landlord exclusive use of the Property at times other than as shown on the attached Schedule for Tenant's use of the Facilities.
8. Repair any damage to the Property and Facilities caused by Tenant, but excluding any ordinary wear and tear.
9. Maintain insurance on Tenant's equipment and other personal property.
10. Deliver certificates of insurance to Landlord before the Commencement Date and thereafter when requested. Landlord will be named as an Additional Insured on Tenant's insurance.

11. INDEMNIFY, DEFEND, AND HOLD LANDLORD AND ITS LIENHOLDER, AND THEIR RESPECTIVE AGENTS, HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) OCCURRING IN ANY PORTION OF THE PROPERTY.

THE INDEMNITY CONTAINED IN THIS PARAGRAPH:

- (a) IS INDEPENDENT OF TENANT'S INSURANCE,**
 - (b) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS,**
 - (c) WILL SURVIVE THE END OF THE TERM, AND**
 - (d) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD AND LIENHOLDER AND THEIR RESPECTIVE AGENTS.**
12. Vacate the Property and return to Landlord the Facilities and all keys to the Property on the termination of the lease.

B. Tenant Agrees Not to:

1. Use the Property and Facilities for any purpose other than that stated in the basic lease terms.
2. Do the following:
 - (a) create a nuisance,
 - (b) interfere with Landlord's management of the building,
 - (c) interfere with Landlord's permitted use of the Property,
 - (d) permit any waste,
 - (e) use the Property and Facilities in any way that is extra hazardous, would increase insurance premiums, or would void insurance on the building, or
 - (f) change Landlord's lock system.
3. Alter the Property in any significant manner, without prior written consent of Landlord.
4. Allow a lien to be placed on the Property.
5. Assign this lease or sublease any portion of the Property.

C. Landlord Agrees to:

1. Lease to Tenant the Facilities for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. Obey all applicable laws relating to Landlord's operation of the Property.
3. Provide maintenance and janitorial services for the Property, as determined appropriate in Landlord's discretion, but with the services provided in the Facilities used by Tenant to be comparable to the services in the portion of the Property used by Landlord.
4. Pay any required ad valorem taxes on the land and permanent improvements on the Property, or Landlord shall be responsible for taking appropriate steps to obtain an exemption from ad valorem taxes.
5. Insure the Property against risks of direct physical loss in an amount and on other terms deemed appropriate by Landlord. Tenant will have no claim to any proceeds of Landlord's insurance policy.
6. Allow Tenant use of the designated Facilities on the days and during the times shown on the attached Schedule.
7. Return the Security Deposit to Tenant, less itemized deductions, if any, on or before the sixtieth day after the date Tenant surrenders the Facilities.
8. CHOOSE ONLY ONE INDEMNIFICATION CLAUSE.

For a lease or rental agreement that involves space that is shared by both Landlord and Tenant the first paragraph provides a fair approach to this issue in that Landlord is responsible if it is negligent or willful.

For a lease or rental agreement that provides exclusive or near exclusive control over a facility or a segregated portion of a facility then the second paragraph may be appropriate in that it places no liability on Landlord unless the injury results from the sole negligence or willful misconduct of Landlord.

IN MOST INSTANCES, THE FIRST OPTION BELOW SHOULD BE CHOSEN. If the lease or rental agreement is to provide for exclusive or near exclusive control over a facility or a segregated portion of a facility, the ACP recommends that the Landlord use an attorney to draft a customized lease; use of this form may be a model for that customized lease.

Option 1:

INDEMNIFY, DEFEND, AND HOLD TENANT HARMLESS FROM ANY INJURY AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS, OCCURRING IN ANY PORTION OF THE PROPERTY TO THE EXTENT THAT SUCH INJURY AND RESULTING OR RELATED CLAIM IS CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD. THE INDEMNITY CONTAINED IN THIS PARAGRAPH IS INDEPENDENT OF LANDLORD'S INSURANCE, (AND WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF TENANT).

Option 2:

INDEMNIFY, DEFEND, AND HOLD TENANT HARMLESS FROM ANY INJURY AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS, OCCURRING IN ANY PORTION OF THE PROPERTY TO THE EXTENT THAT SUCH INJURY AND RESULTING OR RELATED CLAIM IS CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD. THE INDEMNITY CONTAINED IN THIS PARAGRAPH IS INDEPENDENT OF LANDLORD'S INSURANCE, (AND WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF TENANT).

D. Landlord Agrees Not to:

1. Interfere with Tenant's possession of the Facilities during the periods of time that Tenant is to use the Facilities as set forth in the attached Schedule, and provided that Tenant is not in default.

E. Landlord and Tenant Agree to the Following:

1. Use of the Property and Facilities. *Caution: This is a sample provision that may need to be revised to fit different circumstances.* This lease is intended to allow use of the Facilities by Tenant during the Term of this lease and during times that the Facilities are not being used by Landlord, as more particularly specified in the attached Schedule. The parties agree to cooperate as reasonably required to coordinate their respective uses of the Facilities during the times of possession set by the Schedule attached to this lease and each party shall be responsible for cleaning up after itself after each use of the Facilities so that the Facilities and Property are left ready for use by the other party. The parties also agree to cooperate in a reasonable manner to maintain the Facilities and Property and to insure the Property against losses.
2. Alterations. Any physical additions or improvements to the Property made by Tenant will become the property of Landlord.

3. Abatement. Tenant's covenant to pay Rent and Landlord's covenants are independent of each other. Except as otherwise provided, Tenant will not be entitled to abate rent for any reason.
4. Release of Claims/Subrogation. LANDLORD AND TENANT RELEASE EACH OTHER AND LANDLORD'S LIENHOLDER, AND THEIR RESPECTIVE AGENTS, FROM ALL CLAIMS OR LIABILITIES FOR DAMAGE TO THE PROPERTY, DAMAGE TO OR LOSS OF PERSONAL PROPERTY WITHIN THE BUILDING OR PARTICULAR FACILITIES, AND LOSS OF BUSINESS OR REVENUES THAT ARE COVERED BY THE RELEASING PARTY'S PROPERTY INSURANCE OR THAT WOULD HAVE BEEN COVERED BY THE REQUIRED INSURANCE IF THE PARTY FAILS TO MAINTAIN THE PROPERTY COVERAGES REQUIRED BY THIS LEASE. THE PARTY INCURRING THE DAMAGE OR LOSS WILL BE RESPONSIBLE FOR ANY DEDUCTIBLE OR SELF-INSURED RETENTION UNDER ITS PROPERTY INSURANCE. LANDLORD AND TENANT WILL NOTIFY THE ISSUING PROPERTY INSURANCE COMPANIES OF THE RELEASE SET FORTH IN THIS PARAGRAPH AND WILL HAVE THE PROPERTY INSURANCE POLICIES ENDORSED, IF NECESSARY, TO PREVENT INVALIDATION OF COVERAGE. THIS RELEASE WILL NOT APPLY IF IT INVALIDATES THE PROPERTY INSURANCE COVERAGE OF THE RELEASING PARTY. THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY OR ITS AGENTS BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY OR ITS AGENTS.
5. Casualty/Total or Partial Destruction. If the Facilities are damaged by casualty, Landlord may restore the Facilities within a reasonable time using insurance proceeds or its own funds and continue this lease in effect, or Landlord may terminate the lease. If the portion of the Facilities used by Tenant are damaged by casualty and cannot reasonably be restored within sixty days after the damage or Landlord fails to complete the restoration of the Facilities within sixty days after the damage, then Tenant may terminate this lease by written notification to Landlord. Tenant shall have no responsibility to participate in the cost of the restoration, unless Tenant caused the damage or casualty, in which event Tenant (or its insurance coverage) shall be fully responsible for restoring the Facilities, and this obligation of Tenant shall survive any termination of the lease. No casualty loss or restoration shall extend the term of this lease. To the extent the Facilities used by Tenant are untenable after the casualty, the Rent will be adjusted as may be fair and reasonable.
6. Condemnation/Substantial or Partial Taking. If there is a condemnation or purchase in lieu of condemnation, this lease will terminate. Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.
7. Default by Landlord/Events. Default by Landlord is failing to comply with any provision of this lease within fifteen days after written notice.

8. Default by Landlord/Tenant's Remedies. Tenant's remedies for Landlord's default are to (a) sue for damages, and (b) if Landlord does not cure a default within the time provided after written notice, terminate this lease.
9. Default by Tenant/Events. Defaults by Tenant are (a) failing to pay timely any Rent or other sums due to Landlord under this Lease, or (b) failing to comply within fifteen days after written notice with any provision of this lease other than the defaults set forth in (a) above.
10. Default by Tenant/Landlord's Remedies. Landlord's remedies for Tenant's default are to (a) enter and take possession of the Facilities used by Tenant, after which Landlord may relet the Facilities; (b) enter the Facilities and perform Tenant's obligations; or (c) terminate this lease by written notice and sue for damages. Landlord may enter and take possession of the Facilities by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the Facilities, until the default is cured, without being liable for damages.
11. Default/Waiver/Mitigation. It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by law. Landlord and Tenant have a duty to mitigate damages.
12. Security Deposit. If Tenant defaults, Landlord may use the Security Deposit to pay arrears of Rent, to repair any damage or injury, or to pay any expense or liability incurred by Landlord as a result of the default.
13. Holdover. If Tenant does not vacate the Facilities following termination of this Lease, Tenant shall become a tenant at will and must vacate the Facilities on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.
14. Alternative Dispute Resolution. Landlord and Tenant agree to mediate in good faith before filing a suit for damages.
15. Attorney's Fees. If either party retains an attorney to enforce this Lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees court and other costs.
16. Venue. Exclusive venue is in the county in which the Facilities are located.

17. Entire Agreement. This lease, together with the attached Schedule and any other exhibits and riders, is the entire agreement of the parties concerning the lease of the Premises by Landlord to Tenant. There are no oral representations, warranties, agreements, or promises pertaining to the lease of the Facilities by Landlord to Tenant that are not in this lease and any exhibits, addenda, and riders.
18. Amendment of Lease. This Lease may be amended only by an instrument in writing signed by Landlord and Tenant.
19. Limitation of Warranties. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.
20. Notices. Any notice required or permitted under this lease must be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in the lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.
21. Abandoned Property. Landlord may retain, destroy, or dispose of any property left by Tenant on the Property or in the Facilities at the end of the Term.
22. Subject to Approval. As required by the Book of Order (G-4.0206(b)) of the Constitution of the Presbyterian Church (U.S.A.), if this lease is of the Landlord congregation's real property used for purposes of worship, or is for more than five years, then this lease is subject to the written permission of Grace Presbytery, as the regional governing body in north central Texas, acting through its Administrative Commission on Property, and transmitted through the session of the Landlord congregation.
23. Tenant's Recognition of Presbyterian Church (U.S.A.). If Tenant is a church, Tenant recognizes that the Presbyterian Church (U.S.A.) is one branch of the true church of Jesus Christ.

Signatures

LANDLORD:

TENANT:

Presbyterian Church

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

By: _____

Name: _____

Title: _____

Date Executed by Landlord: _____

Dated Executed by Tenant: _____

The number of signatures needed for each of Landlord and Tenant, and which persons are authorized to sign is to be determined by reference to the bylaws, policies, procedures, or other governing documents of the parties.

DMS/46919/3
RGW 8/29/2011

Schedule

The parties agree to the following schedule for their respective times of use of the Property and Facilities:

A. Tenant shall have use of the following Facilities at the following times:

B. Landlord shall have exclusive use of all the Property, including the Facilities, at all other times:

C. Other agreements: