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APPENDIX I

Letter of Agreement Between Reverend Sally White and the Unitarian Coastal Fellowship June 2015

INTENTION

The intention of this Agreement is to set forth the responsibilities and obligations of the Minister to the Congregation and of the Congregation to the Minister as we seek to dwell together in peace, to seek the truth in love, and to serve one another and the larger community. It is recognized that no matter how carefully this Agreement is written and observed, the relationship between the Congregation and the Minister must be grounded in open communication, mutual trust, good faith, and open and fair process on both sides.

2. EXPECTATIONS

2.1. Shared Leadership

2.1.1. The Minister and the Congregation share responsibility for the leadership and ministry of the Congregation. Achievement and maintenance of this collaborative relationship must likewise be shared. It is a relationship of discovery, of both self and other, in a context of mutuality.

2.1.2. The Congregation looks to its Minister for spiritual leadership and initiative, for assistance in setting and articulating its vision, and for professional and inspired performance and oversight of the Congregation's programs in collaboration with the Board of Trustees and the Congregation's committees.

2.2. Pulpit and Worship Services

2.2.1. It is a basic premise of this Congregation that the pulpit is free and untrammled. The Minister is expected to express her values, views, and commitments without fear or favor.

2.2.2. The Minister will be free of Sunday service responsibilities once per month.

The Minister will be responsible for all worship services, including seasonal celebrations and rites of passage, such as weddings, child dedications, and funerals and memorial services except those for which the Worship Committee assumes responsibility.

2.3. Services to Persons

2.3.1. The Minister will serve members in their needs for pastoral care, including crisis intervention and visitation of the homebound, sick, dying, and bereaved, both directly and in conjunction with the Congregation's own pastoral care team. The Minister will maintain awareness of her own limitations, and will refer members

for professional counseling and other specialized services as appropriate.

2.3.2. The Minister will provide ceremonial services and counsel to members of the Congregation without fee or honorarium. When such services are provided to non-members, such fee or honorarium may be set by and is the property of the Minister.

2.4. Services to the Board and Committees

2.4.1. The Minister will be an *ex officio* member without vote of the Board of Trustees. The Minister will report to the Board at its regular meeting, bringing to its attention specific concerns as they arise.

2.4.2. The Minister will be an *ex officio* member without vote of all committees and task forces except the Nominating and Ministerial Search Committees and the Committee on Ministry, and will attend meetings of the Committee on Ministry except during executive session. The Minister will confer at least annually with each committee on how best to assist it. Attendance by the Minister at most committee meetings is welcome but not expected.

2.5. Community Activities

The Minister is encouraged to act in the community beyond the Congregation on behalf of liberal religious values, and to inform the congregation of such action through periodic reports. When the Minister speaks in public, the Minister must clearly indicate that such speech is not on behalf of the Congregation unless the Congregation has otherwise authorized.

2.6. Office Hours and Days Off

2.6.1 The Minister will maintain regular and posted daytime or evening office hours, with other times available by appointment.

2.6.2. The Minister will maintain one day per week free of all Congregation responsibilities and one additional day devoted to study and writing wherein the Minister shall be available only for emergencies.

2.7. Committee on Ministry

2.7.1. A Committee on Ministry will monitor and nurture the health of the shared ministry of the Congregation.

2.7.2. The Committee on Ministry with staggered terms will be appointed by the Board from a slate jointly decided upon by the Minister and the Board.

2.8. Evaluation of the Minister

An assessment of the work of the Minister will be conducted by the Committee on Ministry as part of a periodic review and renewal of the leadership and ministry of the Congregation.

2.9. Minister's and Congregation's Conduct

The conduct of the Minister and the Congregation will be in accordance with the *Code of Professional Practice and Guidelines for the Conduct of Ministry* of the Unitarian Universalist Ministers Association.

3. COMPENSATION, PROFESSIONAL EXPENSES, AND BENEFITS

3.1. Ministerial compensation

The Congregation will provide a compensation package in an amount to be approved by the Congregation at the Annual Meeting, by their approval of the Annual Budget. This amount is to be allocated by the Minister, in consultation with the Treasurer to the categories shown in Sections 3.1.1 – 3.1.2, salary and clergy housing allowance. The congregation will offer pension, health, and disability insurance coverage.

The budget amount the congregation approves for minister salary and housing will be the actual amount paid to the minister for the fiscal year, or prorate for a portion of the fiscal year if the minister's employment ends prior to the end of the church fiscal year. The budget amounts the congregation approves for the minister are estimates, like any other budgeted operating expenses, and will be administered by the treasurer. The benefits will be paid by the church as specified in this letter of agreement; however, actual dollar amounts may vary during the fiscal year and thus will be administered by the treasurer.

3.1.1. Salary

3.1.2. Clergy Housing Allowance, the amount to be designated in consultation with the minister.

3.1.3. Professional Expenses: Payable promptly on voucher submitted by the Minister in accordance with an Accountable Reimbursement Plan developed jointly by the Minister and Treasurer. Appropriate expenses for reimbursement include, but are not limited to, travel, automobile mileage, lodging, meals, incidentals, conference registration, entertainment, pulpit gowns, books, periodicals, dues, office equipment such as computers, and continuing education events. It shall be the practice of the Congregation to reimburse such expenses at the maximum rate allowed by the tax laws as they apply to each category.

3.1.4. Pension contributions made by due date to the Unitarian Universalist Organizations Retirement Plan and/or other appropriate pension plan, of at least ten percent of total Salary and Housing.

3.1.5. Insurance, including the group term life and long-term disability insurance plans of the Unitarian Universalist Association (or their equivalent) and health insurance available locally, premiums will be paid by due dates.

3.1.6. All payments for pension contributions and insurance premiums will be made by their respective due dates.

3.2. Annual Review of Compensation

3.2.1. The Board of Trustees will review the Minister's compensation annually in consultation with the Committee on Ministry and the Finance Committee, and will recommend adjustments to the Congregation, taking into consideration such factors as merit in meeting or exceeding expectations, increases in the cost of living, changes in the cost of benefits, and the financial means of the Congregation.

3.2.2. The Congregation shall consider such recommendations as a part of the normal budgeting process, and shall act upon them at the annual congregational meeting held for this purpose.

3.3. Annual Leave

3.3.1. The Minister will be relieved of all responsibilities and may be absent from the area for a total of eight weeks per year.

3.3.2. Four of these weeks will be taken as vacation. During vacation, should an emergency arise requiring the Minister's return, all costs of such return will be borne by the Congregation.

3.3.3. Four of these weeks will be taken as study leave. During study leave, should an emergency arise requiring the Minister's return, all costs of such return will be borne by the Congregation.

3.3.4. Attendance at UUA, UUMA, or regional events is a professional obligation, not leave

3.3.5. With the specific approval of the Board of Trustees, the Minister may be relieved of all responsibilities and absent from the area for up to four Sundays annually, inclusive of Generaly Assembly, for participation in the UUMA chapter , Southern Region; and the Unitarian Universalist Association functions, and continuing education.

3.4. Sick and Family Leave

3.4.1. The Congregation will continue full compensation to the Minister during disability due to illness or accident for up to 90 days or until long-term disability insurance benefits begin, whichever comes first.

3.4.2. The Minister will accrue sick leave at the rate of one day per month.

3.4.3. The Congregation will continue compensation to the Minister for up to four weeks per occurrence during the illness, disability, or death of an immediate family member (child or spouse), or during pregnancy, birth, or adoption of a child.

Further unpaid leave time may be negotiated as needed.

3.5. Sabbatical Leave

3.5.1. The Minister shall use sabbatical leave for study, education, writing, meditation, and other forms of professional and religious growth.

Sabbatical leave accrues at the rate of one month per year of service, with leave to be taken after four but before seven years of service. No more than six months of sabbatical leave may be used within any twelve-month period. The dates of the sabbatical plan must be approved by the Board of Trustees at least one year in advance. The second period of accrual began with August, 2008, with one month remaining from the 2003-2008 period.

3.5.2. The Congregation will continue full salary, housing allowance, and benefits during sabbatical leave. Professional expenses may be adjusted.

3.5.3. Every fiscal year, the Congregation will consider, at the recommendation of the Finance Committee, sequestering funds for use in funding the Congregation's additional expenses during the Minister's sabbatical. This sabbatical fund is the property of the Congregation.

3. 5. 4. In the event of the Minister's resignation, termination, or retirement, unused sabbatical leave is not compensable.

3.5.5. The Minister agrees not to resign from full-time service to the Congregation for a minimum of one year following the end of each sabbatical leave.

3.5.6. The Congregation agrees to take no action on ministerial tenure during a sabbatical leave.

4. TERMINATION

4.1. The Minister shall provide the Congregation with at least ninety days' notice of intent to resign or retire. The Congregation shall provide the Minister with at least ninety days' notice of intent to dismiss. This agreement will also terminate with the long-term disability or death of the Minister.

4.2. A decision to dismiss the Minister shall be in accordance with our bylaws.

4.3. At termination, accrued vacation will be compensated in the financial equivalent. Accrued study leave is not compensable.

4.4. In the event of dismissal, salary, housing allowance, and benefits will continue up to three months from the date of dismissal, or until the Minister has begun service in another position, if sooner.

4.5 The Minister may be dismissed with less than ninety days' notice, and without the severance payments described in Section 4.4 of this Agreement, if the Minister

4.6.1. is convicted of a felony

4.6.2. has his/her ministerial fellowship with the UUA terminated or suspended

4.6.3. is found by the Board of Trustees of the Congregation to have engaged in physically or sexually abusive acts toward a member of the Congregation, a Congregation employee, or a child, or

4.6.4. is found by the Board of Trustees of the Congregation to have grossly neglected his/her ministerial responsibilities under this agreement and/or to have engaged in activities that bring the Congregation and/or Unitarian Universalism into disrepute in the community.

5. AMENDMENT

5.1. The terms of this Agreement may be changed by mutual consent of the Minister and the Board of Trustees, except that increases in Total Cost of Ministry, and changes in sabbatical and termination provisions require the approval of the Congregation in accordance with our bylaws.

5.2. This Agreement will be reviewed at least every three years as initiated by the Committee on Ministry.

5.3. This Agreement is subject to the laws of the State of North Carolina and the bylaws of the congregation. It has been drawn, offered, and accepted in the spirit of the Principles and Purposes of the Unitarian Universalist Association.

This Agreement represents a revision of the Agreement effective August 1, 2003 between the Reverend Sally B. White and the Unitarian Coastal Fellowship.

For the Congregation: _____, President and
_____ Secretary

Date accepted _____

By : _____ Minister

Appendix II

Positions Descriptions

CHILDREN'S RELIGIOUS EDUCATION ADMINISTRATOR

The Children's Religious Education Administrator (REA) with the direction of the Minister and Religious Education (RE) committee, is responsible for administrative support of the Children's RE program at UCF. This is a salaried, not an hourly position. The position pays \$4,000.00, approx. 25-30 hours monthly, 11 months per year. The position also provides one-week paid training. The REA is supervised by the minister.

Administratively, the REA is responsible for:

Communication: The activities of Children's RE program will be communicated widely and effectively, thus encouraging greater participation in the programs.

Programs: Taking the lead in implementing the Children's RE programs, including teacher recruitment and support, Children's /Youth Religious Education Committee, and parent groups.

Meetings: Attendance is expected at meetings of the Children/Youth Religious Education Committee and the Leadership Council.

Organization and Administration: Creating and maintaining records for the Children's RE program, including registration and attendance records, curriculum materials and supplies.

OFFICE ASSISTANT

The Office Assistant's Job Description includes three (3) major areas of responsibility:

1. **Communication, which includes:** Publishing and/or Disseminating Information; Printing Weekly Orders of Service; writing and emailing weekly press released to a standard list of recipients; maintaining all bulletin boards, communicating with the Leadership Council; composing and sending all-congregation emails; responding to questions from within and without the congregation; and responding to emails, mail, and telephone calls.

2. **Record-keeping and Office Administration,** which includes: maintenance of calendar; tracking and ordering all office supplies; and archiving

3. **Newsletter composition, publication, and dissemination**

MUSIC DIRECTOR

The Music Director at Unitarian Coastal Fellowship supervises the entire music program and the music staff of the church, fulfilling both administrative and musical tasks.

This is a part-time, non-exempt professional position averaging 10 hours per week.

The Music Director will also serve as Choir Director and/or Pianist.

The Music Director reports to the Staffing Committee.

Qualifications:

- Strong music background, including experience in choral conducting and/or keyboard performance and accompaniment.
- Training and ongoing professional activities, including Unitarian Universalist musical traditions.

Particular responsibilities include:

Worship:

- Collaborate with ministers or other service leaders in the creation of worship services.
- Choose anthems and hymns, in consultation with ministers/service leaders.
- Arrange for musicians at alternate (non-choir) services.
- Communicate with pianist about service plans, hymns, piano and choir music.
- Design and implement special musical worship services.
- Support and develop the experience of congregational singing.

Administrative:

- Attendance at staff, music or other committee meeting, including worship committee
- Maintenance of the music library
- Prepare and execute music budget
- Communication of all musical events and service through newsletter, public announcements, etc.

LEAD PIANIST:

Requirements: A degree in Organ/Piano and/or Sacred Music or comparable experience, and training and experience sufficient to carry out the duties listed below (average 20 hours per month, including rehearsal time).

The Pianist may be the Music Director or supervised by the same.

The pianist may use church facilities and instruments for personal practice subject to facility availability.

The Pianist may use church facilities for private teaching and recital purposes for which compensation is received from sources other than UCF, subject to facility availability.

Responsibilities:

- Provide piano music for Sunday services September through June, and for the single weekly service during July and August. The church prefers a contract for pianist services covering 12 months, although other arrangements are possible.
- Accompany Adult Choir rehearsal once a week from September through May.
- Rehearse with musicians for alternate service as needed.
- Rehearse occasionally with children's choirs in preparation for performance.
- Work with ministers and Music Director in area of general planning and leadership of music program.
- Supervise, with Music Director and Music Committee, the maintenance of the sanctuary piano, and set policies for its use.
- Provide piano music for weddings and memorial services or assist in securing the services of a suitable substitute. Resident pianist has "right of first refusal" for all such services. It is expected that in the case of weddings the Pianist will be compensated above their base salary by those responsible for wedding expenses, not UCF.

CHOIR DIRECTOR

Requirements: A degree in Choral Conducting (or Music Major with choir emphasis) and/or Sacred Music, or comparable experience, as well as training and experience to carry out the duties below.

The Choir Director may be the Music Director or supervised by the same.

Responsibilities (Average 20 hours per month):

- Communicate with Music Director, Pianist and minister/service leaders about service plans, hymns, piano and choir music.
- Support and develop the experience of congregational singing
- Encourage singers/musicians to join the adult choir
- Rehearse with adult choir once a week, September – May.
- Lead choir on Sunday mornings an average of two Sundays each month September – May
- Recruit and prepare choir for some special services, such as memorial services, installations, ordinations and other "state occasions."
- Serve as an important contact in church's pastoral ministry to the choir.
- Create ad hoc choirs or other musical groups to expand the musical experiences available to adult musicians.

- Supervise children's choir and other children's/youth music leaders in development, planning and support of music program for young people.
- Recruit, encourage, and coach young musicians to provide music for worship services and other Fellowship events.

Appendix III

STATE OF NORTH CAROLINA
CARTERET COUNTY

INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT*

WHEREAS, the undersigned is about to undertake some work on behalf of the Unitarian Coastal Fellowship (Herein after known as UCF); and

WHEREAS, the undersigned wishes to acknowledge status as an independent contractor and clarify some of the responsibilities associated with that status.

NOW, THEREFORE, in consideration of being hired by the UCF to perform work for it, the undersigned hereby agrees and acknowledges as follows:

1. Independent Contractor. The undersigned is an independent contractor. The UCF will establish the general objective to be performed and may even establish a completion date. However, UCF will not supervise or control the work to be done.
2. Contractor Responsibilities. The precise manner in which the work is performed shall be the responsibility of the undersigned.
3. Insurance. The UCF does not carry any insurance coverage covering the undersigned. The undersigned acknowledges that it will obtain any and all insurance coverage the contractor desires. This includes obtaining a bond for the project if required by the Board of Trustees based upon the size and scale of the project. Without limiting the generality of the foregoing, the undersigned acknowledges that if Worker's Compensation coverage is required for the contractor or any hired person assisting with the contracted work project, the procurement of such Workers' Compensation Insurance is the sole responsibility of the undersigned.
4. Taxes. The undersigned acknowledges that the UCF will not deduct any form of state or federal taxes related to the project. The reporting and payment of taxes upon the monies paid by the UCF to the undersigned shall be the sole responsibility of the undersigned. However, the UCF will provide a form 1099 should one be required by law.

The Unitarian Coastal Fellowship executed in duplicate originals this ____ day of _____, 20__.

5. UCF Financial Obligation. UCF agrees to pay Independent Contractor the sum agreed upon by both parties as outlined in the Independent Contractor quotation. The Independent Contractor is responsible for payment and insurance to all the contractor's employees and subcontractors, and his/her employees and subcontractors agree to hold harmless UCF from any obligation, either physical or financial. The Independent Contractor agrees to hold harmless UCF from any obligation, either physical or financial, that is not specified in the quotation presented to and accepted by UCF, unless the sum is documented in a quotation addendum signed by both the Independent Contractor and the UCF prior to commencement of the additional work.

Contractor Name: _____

Contractor Signature: _____

UCF Signature _____

Bond Required Yes No Initials _____

*The Board of Trustees can use this document at their discretion.

Appendix IV

Employment Agreement

This EMPLOYMENT CONTRACT (the “**Agreement**”) is effective as of _____ by and between _____ and Unitarian Coastal Fellowship (UCF), collectively the “**Parties**”.

WHEREAS, UCF employs _____, and s/he accepts such employment, upon the terms and subject to the conditions set forth in this Agreement: and

WHEREAS, each Party is duly authorized and capable of entering into this Agreement;

THEREFORE, in consideration of the mutual covenants and obligations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Term.** The term of employment under this Agreement shall begin as of _____ and shall continue for an indefinite period of time (the “**Term**”) until it is terminated according to the terms of the paragraph below titled Termination.
2. **Compensation.**
 - a. *Yearly Salary.* The UCF agrees to pay _____ the yearly salary specified in the current budget line item for her/his position as compensation for services rendered to the UCF, such payment to be made consistent with UCF’s normal payroll practices. UCF may adjust the salary from time to time, if both Parties agree to do so.
 - b. such payment to be made consistent with UCF’s normal payroll practices. UCF may adjust the salary from time to time, if both Parties agree to do so.
 - c. *Pay Period.* _____ will be paid _____ per month. The pay period may be adjusted from time to time, if the Parties agree to do so.
3. **Employee Benefits.** _____ shall be entitled to such fringe benefits as may be provided from time to time by UCF to other employees occupying similar positions.
4. **Duties.** _____ is being hired by UCF as the _____. S/he agrees to invest _____ hours _____, _____ months per year. His/Her duties are as follows: (Insert Job description). In addition to any job duties specified in this Agreement, the employee shall have such job duties as may from time to time be reasonably assigned to him/her by UCF.
5. **Extent of Services.** During this Agreement, _____ shall devote his/her time, energy, and attention to UCF’s benefit and business as may be reasonably necessary in performing her duties pursuant to this Agreement.
6. **Supervision.** _____ will work under the supervision of _____.
7. **Termination.**

- a. **At-Will Employment.** _____ is an employee-at-will and, as such, either Party may terminate this Agreement at any time, with or without cause. At least two (2) weeks' notice of termination is expected.
 - b. **Notice Required.** If this Agreement is terminated due to a breach in the provision of this Agreement or other just cause, UCF may terminate this Agreement, with or without notice.
 - c. **Exit Interview:** If UCF chooses, the employee will be required to conduct an exit interview and/or write an exit memorandum upon termination of this Agreement.
8. **Non-Disclosure.** Except as required by law or as UCF expressly authorizes, _____ shall not use or disclose, directly or indirectly, any Confidential Information to any unauthorized third parties. This obligation of non-disclosure shall continue after the termination of this Agreement indefinitely.
9. **Work Product.** _____ acknowledges and agrees that any and all work product, including social media contacts obtained for or on UCF's behalf; or other intellectual property created during this Agreement, will be assigned to UCF. However, UCF grants the employee permission to use the work product generated in the line of this employment for use in future lines of employment elsewhere.
10. **Return of Employer Property.** Upon termination of this Agreement, the employee shall immediately deliver to UCF all company property.
11. **Governing Law and Venue.** _____ and UCF acknowledges and agrees that this Agreement shall be governed by the laws of the State of North Carolina.
12. **Notice.** Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if sent by certified or registered mail, first class, return receipt requested, to the Parties at the following addresses or any other address so specified in writing by a Party:

EMPLOYER ADDRESS

EMPLOYEE ADDRESS

Unitarian Coastal Fellowship

1300 Evans St.

Morehead City, North Carolina 28557

Acknowledgments. _____ freely acknowledges, understands and accept his/her obligations under this Agreement, as of the date set forth below.

EMPLOYEE

Signed _____ Date _____

Print Name _____

Title _____

EMPLOYER

Signed _____ Date _____

Print Name _____

Title _____

Appendix V

UCF Nursery Registration and Parent Contract

LAST NAME (of Child) _____ **FIRST NAME:** _____

LAST NAME (of Child): _____ **FIRST NAME:** _____

Parent, Grandparent, Foster parent, Guardian parent Please Circle

Name:

Phone Number

Parent, Grandparent, Foster parent, Guardian parent Participation and Responsibilities:

I will provide for the individual needs of my child(ren) such as diapers, wipes, or other needs.

I will provide any needed snack foods and drinks for my child(ren).

I will sign my child(ren) in with additional information as to where I can be reached in the church and any other pertinent information regarding my child(ren) (allergies, health concerns, special instructions for sleeping, blankets, toys, toilet training, etc.).

I will be aware of the ending time of the activity/event I am attending and pick up my child(ren) promptly.

I will be responsible to share child care for the children in the event there is no child care provider. If this occurs, I will sign the bottom of the Child Care Log-In Sheet recording time worked.

If I have a concern about the child care provided, facilities, etc., I will contact the Religious Education Administrator.

I have received a copy of the Child Care Policy. I understand and agree to the parent, grandparent, foster parent, guardian parent responsibilities and participation guidelines.

Date _____

Signature of parent, grandparent, foster parent, guardian parent:

Appendix VI

UCF Short-Term Rental Agreement

The parties to this agreement are the Unitarian Coastal Fellowship, hereinafter called UCF, and _____, hereinafter called RENTER.

UCF hereby lets the following property to RENTER for the term stated below.

- a. The real Property known as **1300 Evans St., Morehead City, North Carolina 28557**

UCF agrees to rent the following parts of the property to RENTER as follows: Sanctuary;

Social hall; Office; RE Rooms for the period _____ to _____.

The rent for said property shall be \$ _____ per _____, due and payable by check or cash by the first day of the term stated above.

UCF agrees to furnish the following services and/or utilities as follows: Electricity, Gas, Water, Garbage collection.

Renter will pay a \$100.00 deposit upon signing this agreement. This amount will be refunded within three weeks following the termination of the tenancy; but unpaid rent, charges for damages beyond normal wear and tear, and costs for reasonable cleaning may be deducted.

IN ADDITION, IT IS AGREED:

1. UCF may enter the premises at reasonable times for the purpose of inspection, maintenance, or repair.
2. Renter agrees there will be no tobacco or alcohol use on this property at any time. Violation of this agreement will result in automatic termination of this agreement.
3. Renter agrees not to use the premises in such a manner as to disturb the peace and quiet of the neighbors nor to conduct business or commercial activities on the premises.
4. Cooking is not allowed in the kitchen, but renter may have use of the refrigerator, coffee machine, sink and hot water.
5. No food or beverages are permitted in the sanctuary.
6. UCF music, piano and electronic equipment may be used with special permission from the Music Director.
7. Renter is to provide its own plates, cups, utensils, etc.
8. Chairs, tables and furniture may be moved but must be returned to their original locations.
9. Renter must place refuse in plastic bags in the outside garbage can.
10. Upon departure, all lights must be turned off and all doors locked.
11. Renter, upon termination of this agreement, shall return the premises to the same condition in which it was received.

We, the undersigned, agree to this Rental Agreement:

Unitarian Coastal Fellowship

_____ (RENTER)

BY: _____

BY: _____

Dated this ____ day of _____

UCF Long-Term RENTAL AGREEMENT

THIS RENTAL AGREEMENT, including any and all addenda attached hereto (“Lease”), is by and between Unitarian Coastal Fellowship (“Landlord”), whose address is 1300 Evans Street, Morehead City, NC 28557, and _____ (“Tenant”), whose mailing address is _____

For and in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

PREMISES: Landlord leases unto Tenant, and Tenant hereby leases and takes upon the terms and conditions which hereinafter appear, the following described property, including any improvements located thereon (hereinafter called the “Premises”), to wit: (Address): 1300 Evans Street, Morehead City, NC 28557 for scheduled church services several times weekly.

FIXED-TERM AGREEMENT (Lease): Tenant agree to lease this property for a fixed term of 30 days, which shall commence on _____, 20____ (“Lease Commencement Date”), and shall end at 11:59 p.m. on _____, 20____, unless sooner terminated as herein provided. Upon expiration, this Agreement shall AUTOMATICALLY become a Month-to-Month agreement, unless the Tenant or Landlord notify the other party in writing at least 30 days prior to expiration that they do not wish this Agreement to continue on any basis.

RENTAL: Tenant agrees to pay Landlord (or its Agent as directed by Landlord), without notice, demand, deduction or set off, a monthly rental of _____, in advance on the first day of each calendar month during the term hereof. Rental for any period during the term hereof which is less than one month shall be the pro-rated portion of the monthly installment of rental due, based upon a 30-day month.

FORM OF PAYMENT: Tenants agree to pay their rent in the form of a personal Check, a cashier’s check, or a money order made out to the Landlord.

LATE FEES: In the event that rent is not received by the Landlord prior to the 7th of the month, Tenant agrees to pay a \$25 late fee, plus \$5 per day thereafter until rent and late fees are paid in full.

BAD CHECK SERVICING CHARGE: In the event Tenant’s personal check is dishonored and returned unpaid for any reason to the Landlord, Tenant agrees to pay a returned check charge of \$25 AND accept whatever consequences might be in making a late rent payment. If a check is returned and dishonored, all future rent payments must be made by cashier’s check or money order.

REFUNDABLE SECURITY DEPOSIT: Tenant hereby agrees to pay a refundable security deposit of \$_____, to be refunded upon vacating the premises, returning the keys to the Landlord, and termination of this Rental Agreement according to other terms herein agree. The property should be returned to the Landlord in clean and good condition. Ordinary wear and tear is expected. This deposit is held to cover any possible damage to the property, exceeding ordinary wear and tear. No interest will be paid to the Tenant on this money when/if all or any portion is refunded.

HOLDING OVER: If Tenant remains in possession of the Premises after expiration of the term hereof, Tenant shall be a tenant at sufferance and there shall be no renewal of this Lease by operation of law. In such event, commencing on the date following the date of expiration of the term, the monthly rental payable shall for each month, or fraction thereof during which Tenant so remains in possession of the Premises, be twice the monthly rental otherwise payable.

UTILITY BILLS/SERVICE CONTRACTS: Landlord and Tenant agree that utility bills and service contracts (“Service Obligations”) for the Premises shall be paid by the Landlord. These utilities include sewer/septic, water, electric, gas, telephone, HVAC (maintenance service contract), Janitor/Cleaning; Trash/Dumpster, Landscaping/Maintenance, and Pest Control. Landlord shall not be liable for injury to Tenant’s business or loss of income therefrom or for damage that may be sustained by the person, merchandise or personal property of Tenant, its employees, agents, invitees or contractors or any other person in or about the Premises, caused by or resulting from fire, steam, electricity, gas, water or rain, which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction or other defects of any utility installations, air conditioning system or other components of the Premises, except to the extent that such damage or loss is caused by Landlord’s gross negligence or willful misconduct. Landlord makes no representations or warranties with respect to the heating, ventilation and air conditioning system(s) or utility installations existing as of the date hereof or in the future. Landlord shall not be liable in damages or otherwise for any discontinuance, failure or interruption of service to the Premises of utilities or the heating, ventilation and air conditioning system(s) and Tenant shall have no right to terminate this Lease or withhold rent because of the same.

RULES AND REGULATIONS: The rules and regulations, if any, attached hereto (“Rules and Regulations”) are made a part of this Lease. Tenant agrees to comply with any Rules and Regulations of Landlord in connection with the Premises which are in effect at the time of the execution of the Lease or which may be from time to time promulgated by Landlord in its reasonable discretion, provided such Rules and Regulations are in writing and are not in conflict with the terms and conditions of the Lease. No failure of Landlord to exercise any power given Landlord hereunder or to insist upon strict compliance by Tenant of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord’s right to demand exact compliance with the terms hereof.

PERMITTED USES: According to the Rules and Regulations of this Rental Agreement, the permitted use of the Premises shall be Worship and Church Services (“Permitted Use”). The Premises shall be used and wholly occupied by Tenant solely for the purposes of conducting the Permitted Use, and the Premises shall not be used for any other purposes unless Tenant obtains Landlord’s prior written approval of any change in use. Tenant shall not cause or permit any waste to occur in the Premises and shall not overload the floor, or any mechanical, electrical, plumbing or utility systems serving the Premises. Tenant shall keep the Premises, and every part thereof, in a clean and wholesome condition, free from any objectionable noises, loud music, objectionable odors or nuisances. Every time the Tenant prepares to leave the property after use, Tenant will inspect the condition of the Premises and fill out the BUILDING EXIT CHECKLIST, provided by the Landlord.

Date _____

Building Exit Checklist

- _____ Vacuum Sanctuary and Social Hall.
- _____ Verify the Kitchen is clean.
- _____ Verify both bathrooms are free of urine on the floors and toilet.
- _____ Take out trash in both bathrooms, the kitchen, the Social Hall, and the Nursery
- _____ If hymnals have been moved, return them to the back pew.
- _____ Turn off all lights

_____ Lock all 4 outside doors

Signature _____

HOLD HARMLESS CLAUSE: Tenant shall indemnify and hold Landlord harmless against and from any and all claims arising from Tenant's use of the Premises or from the conduct of its business or from any activity, work or other things done, permitted or suffered by Tenant in or about the Premises, and shall further indemnify and hold Landlord harmless against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this lease, or arising from any act or negligence of Tenant, or any officer, agent, employee, guest or invitee of Tenant, and from all costs, Attorney's fees and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon, and in case any action or proceeding be brought against Landlord by reason of such claim. Tenant upon written notice from Landlord shall defend the same at Tenant's expense. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to its property or injury to persons in, upon or about the Premises, from any cause other than the negligence of Landlord, its agents, servants or employees. Tenant shall give prompt written notice to Landlord in case of casualty or accidents in the Premises. Tenant will hold Landlord harmless in the case of theft of Tenant's possessions from the property. Tenant will hold Landlord harmless in case of fire, storm, and/or flood damage. Landlord strongly suggests that Tenant purchase and maintain general liability coverage and protection from loss.

REPAIRS BY LANDLORD: Landlord agrees to keep in good repair the roof, foundation, structural supports and exterior walls of the buildings located on the Premises (exclusive of all glass and exclusive of all exterior doors), Landlord agrees to be responsible for capital repairs and replacements on the Premises; provided that Landlord shall not be responsible for repairs or capital repairs or replacements rendered necessary by the negligence or intentional wrongful acts of Tenant, its employees, agents, invitees or contractors. Tenant shall promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair or replace and failure to report such conditions shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such conditions.

REPAIRS BY TENANT: Tenant accepts the Premises in their present condition and as suited for the Permitted Use and Tenant's intended purposes. Tenant, Tenant's employees, agents, invitees or contractors shall take no action which may void any manufacturers or installers warranty with relation to the Premises. Tenant shall indemnify and hold Landlord harmless from any liability, claim, demand or cause of action arising on account of Tenant's breach of these provisions.

ALTERATIONS: Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this paragraph upon Landlord's written request. All approved alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord, free of any liens or encumbrances. Landlord may require Tenant to remove any alterations, additions or improvements (whether or not made with Landlord's consent) at the termination of the Lease and to restore the Premises to its prior condition, all at Tenant's expense. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the termination of this Lease, except that Tenant may remove any of Tenant's machinery, equipment or trade fixtures which can be removed without material damage to the Premises. Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the removal of any such machinery, equipment or trade fixtures.

EXTERIOR SIGNS: Tenant shall place no signs upon the outside walls, doors or roof of the Premises, except with the express written consent of the Landlord in Landlord's sole discretion. If a sign is installed without permission, the sign will be removed at Tenant's expense.

DESTRUCTION OF OR DAMAGE TO PREMISES: (a) If the Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, Landlord shall have the right to terminate this Lease on written notice to Tenant within thirty (30) days after such destruction and this Lease shall terminate as of the date of such destruction and rental shall be accounted for as between Landlord and Tenant as of that date. (b) If the Premises are damaged but not wholly destroyed by any such casualties or if the Landlord does not elect to terminate the Lease, Landlord shall commence (or shall cause to be commenced) reconstruction of the Premises within one hundred twenty (120) days after such occurrence and prosecute the same diligently to completion, not to exceed two hundred seventy (270) days from the date upon which Landlord receives applicable permits and insurance proceeds. In the event Landlord shall fail to substantially complete reconstruction of the Premises within said two hundred seventy (270) day period, Tenant's sole remedy shall be to terminate this Lease. (c) In the event of the termination of this Lease under any of the provisions of this paragraph 14, both Landlord and Tenant shall be released from any liability or obligation under this Lease arising after the date of termination, except as otherwise provided for in this Lease.

OBEDIENCE TO LAW ENFORCEMENT: Tenant, at its own expense, agrees to comply with: (a) any law, statute, ordinance, regulation, rule, requirement, order, court decision or procedural requirement of any governmental authority having jurisdiction over the Premises, (b) the rules and regulations of any applicable governmental insurance authority or any similar body, relative to the Premises and Tenant's activities therein.

ASSIGNMENT AND SUBLETTING: Tenant shall not assign this Lease or any interest hereunder or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than the Tenant, without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Consent to any assignment or sublease shall not impair this provision and all later assignments or subleases shall be made likewise only on the prior written consent of Landlord. No sublease or assignment by Tenant shall relieve Tenant of any liability hereunder.

EVENTS OF DEFAULT: The happening of any one or more of the following events (hereinafter any one of which may be referred to as an "Event of Default") during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant: (a) Tenant fails to pay when due the rental or any other monetary obligation as provided for herein; (b) Tenant abandons or vacates the Premises; (c) Tenant fails to comply with or abide by and perform any non-monetary obligation imposed upon Tenant under this Lease within thirty (30) days after written notice of such breach.

REMEDIES UPON DEFAULT: In the event of Default, Landlord may pursue the following remedy, without prejudice to any other remedy herein provided or provided by law: Landlord may terminate this Lease by giving written notice to Tenant and upon such termination shall be entitled to recover from Tenant damages as may be permitted under applicable law; No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof.

LANDLORD'S ENTRY OF PREMISES: Landlord may enter premises at reasonable hours to make repairs required of Landlord under the terms hereof, for reasonable business purposes and otherwise as may be agreed by Landlord and Tenant. Landlord may enter the Premises at any time without prior notice, in the event of an emergency or to make emergency repairs to the Premises.

QUIET ENJOYMENT: So long as Tenant observes and performs the covenants and agreements contained herein, it shall at all times during the Lease term peacefully and quietly have and enjoy possession of the Premises, subject to the terms hereof.

ENVIRONMENTAL LAWS:

(a) Tenant covenants that with respect to any Hazardous Materials (as defined below) it will comply with any and all federal, state or local laws, ordinances, rules, decrees, orders, regulations or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Premises or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act, any other legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing (collectively, all such matters being “Hazardous Materials Requirements”). Tenant shall remove all Hazardous Materials from the Premises, either after their use by Tenant or upon the expiration or earlier termination of this Lease, in compliance with all Hazardous Materials Requirements.

(b) Tenant shall be responsible for obtaining all necessary permits in connection with its use, storage and disposal of Hazardous Materials, and shall develop and maintain, and where necessary file with the appropriate authorities, all reports, receipts, manifest, filings, lists and invoices covering those Hazardous Materials and Tenant shall provide Landlord with copies of all such items upon request. Tenant shall provide within five (5) days after receipt thereof, copies of all notices, orders, claims or other correspondence from any federal, state or local government or agency alleging any violation of any Hazardous Materials Requirements by Tenant, or related in any manner to Hazardous Materials. In addition, Tenant shall provide Landlord with copies of all responses to such correspondence at the time of the response.

(c) Tenant hereby indemnifies and holds harmless Landlord, its successors and assigns from and against any and all losses, liabilities, damages, injuries, penalties, fines, costs, expenses and claims of any and every kind whatsoever (including attorney’s fees and costs) paid, incurred or suffered by, or asserted against Landlord as a result of any claim, demand or judicial or administrative action by any person or entity (including governmental or private entities) for, with respect to, or as a direct or indirect result of, the presence on or under or the escape, seepage, leakage, spillage, discharge, emission or release from the Premises of any Hazardous Materials caused by Tenant or Tenant’s employees, agents, invitees or contractors. This indemnity shall also apply to any release of Hazardous Materials caused by a fire or other casualty to the premises if such Hazardous Materials were stored on the Premises by Tenant, its agents, employees, invitees or successors in interest.

(d) For purposes of this Lease, “Hazardous Materials” means any chemical, compound, material, substance or other matter that: (i) is defined as a hazardous substance, hazardous material or waste, or toxic substance pursuant to any Hazardous Materials Requirements, (ii) is regulated, controlled or governed by any Hazardous Materials Requirements, (iii) is petroleum or a petroleum product, or (iv) is asbestos, formaldehyde, a radioactive material, drug, bacteria, virus, or other injurious or potentially injurious material (by itself or in combination with other materials).

(e) The warranties and indemnities contained in this paragraph 24 shall survive the termination of this Lease.

ABANDONMENT: Tenant shall not abandon the Premises at any time during the Lease term. If Tenant shall abandon the Premises or be dispossessed by process of law, any personal property belonging to Tenant and left on the Premises, at the option of Landlord, shall be deemed abandoned, and available to Landlord to use or sell to offset any rent due or any expenses incurred by removing same and restoring the Premises.

NOTICES: All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by U.S. certified mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered or sent to the address shown at the beginning of this Lease. Notices to Landlord shall be delivered or sent to the address shown at the beginning of this Lease. All notices shall be effective upon delivery. Any party may change its notice address upon written notice to the other parties, given as provided herein.

GENERAL TERMS:

- (a) "Landlord" as used in this Lease shall include the undersigned, its representatives, assigns and successors in title to the Premises.
- (b) "Tenant" shall include the undersigned and its heirs, representatives, assigns and successors.
- (c) This Lease may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Lease may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Lease constitutes the sole and entire agreement among the parties hereto and no modification of this Lease shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Lease shall not affect the validity of any other provisions hereof and this Lease shall be construed and enforced as if such invalid provisions were not included.
- (d) Each signatory to this Lease represents and warrants that he or she has full authority to sign this Lease and such instruments as may be necessary to effectuate any transaction contemplated by this Lease on behalf of the party for whom he or she signs and that his or her signature binds such party. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Lease are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Lease.
- (e) If legal proceedings are instituted to enforce any provision of this Lease, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

THIS DOCUMENT IS A LEGAL DOCUMENT. EXECUTION OF THIS DOCUMENT HAS LEGAL CONSEQUENCES THAT COULD BE ENFORCEABLE IN A COURT OF LAW.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Lease to be duly executed.

LANDLORD:

Individual	Business Entity
_____ (SEAL)	_____
Date: _____	(Name of Firm)
_____ (SEAL)	_____ (SEAL)
Date: _____	Title: _____

TENANT:

Individual	Business Entity
_____	Date: _____

_____ (SEAL) _____

(Name of Firm)

Date: _____ By: _____ (SEAL)

_____ (SEAL) Title: _____

Date: _____

APPENDIX VII

UCF ORGANIZATIONAL DIAGRAM

