



FCS Urban Ministries
focused community strategies

METRO MERGE PARTICIPANT (Lease) AGREEMENT

THIS PARTICIPANT AGREEMENT ("Agreement"), effective as of the ____ day of _____, 200__, is entered into by and between FCS Urban Ministries and _____ (the "Participant"). The initial term of this lease shall be from _____, 20__ to _____, 20__

RECITALS

WHEREAS, FCS Urban Ministries is owner of certain property located at 1297 Jonesboro Road, Atlanta, GA 30315 (the "Property"); and

WHEREAS, Participant desires to use and occupy certain office premises as set forth on Exhibit "A" attached hereto and made a part hereof (the "Office Space") and FCS Urban Ministries is willing to grant Participant a revocable license to use and occupy the Office Space on the terms and conditions set forth herein.

NOW, THEREFORE, for valuable consideration, the adequacy and legal sufficiency of which is hereby acknowledged, the Parties agree as follows:

TERMS

1. Grant of License. FCS Urban Ministries hereby grants to Participant a temporary and revocable non-exclusive license ("License") and permission to use the Office Space as temporary office space as a participant in the Metro Merge program. Such participation may include the use of collaborate workspaces, wireless internet, kitchen access and other amenities as determined by FCS Urban Ministries in its sole discretion. The Office Space shall be delivered to Participant by FCS Urban Ministries "AS IS", without any warranties whatsoever. The License shall include the use of the Office Space on a pre-paid hourly basis as set forth in Section 5.

2. License Term. The License Term shall commence as of the date hereof and, unless, otherwise agreed, shall automatically cease and terminate three hundred and sixty-five (365) days following the date hereof. Participant shall have no right or option to renew the term of this Agreement, and there shall be no renewal of the term of this Agreement by operation of law or otherwise.

3. Use and Occupancy. Subject to all of the terms and conditions of this Agreement, the Office Space shall be used and occupied solely as office space and/or gathering space for training, project or board meetings and for no other purpose whatsoever.

During Participant's use of the Office Space, Participant shall maintain the Office Space in good, clean and safe condition. Participant agrees not to harm the Leased Premises, or commit or permit waste, or create any nuisance, or make any use of the Leased Premises which in FCS Urban Ministries's judgment is offensive, or do any act tending to injure the reputation of FCS Urban Ministries. Participant shall not permit any other party, except the duly-authorized representatives, agents, employees, or visitors of Participant to enter or use the Office Space during the License Term without FCS Urban Ministries's prior written consent in each instance.

4. Access. FCS Urban Ministries shall permit access to the Office Space _____ and _____ from _____ AM to _____ PM local time (the "Normal Business Hours"). Depending on the category of the Office Space elected by the Participant, the Office Space may be available on a first come, first serve basis in hourly increments. If the Office Space elected by Participant require a reservation as noted on Exhibit "A", such reservations shall be made at least two (2) business days in advance.

Notwithstanding the foregoing, in the event that FCS Urban Ministries is unable to provide the Office Space to Participant because FCS Urban Ministries no longer owns the Property or the Metro Merge program is cancelled, payment rendered by the Participant for any un-redeemed hours shall be fully refunded to the Participant.

5. Rates. Rent is payable monthly in advance at a rate of _____ dollars (\$_____) per month, due and payable on the first day of each month to **FCS Urban Ministries**

6. Payment. As payment for use of the Office Space, Participant shall pre-pay for the use of the space. Participant's pre-payment shall also cover the cost of all utilities within the Office Space. **Participant acknowledges and agrees that such payment may only be made by check or money order made payable to FCS Urban Ministries or credit card.** If FCS Urban Ministries incurs any excessive charges as a direct result of Participant's use of the Office Space, said charges shall be reimbursable to FCS Urban Ministries within ten (10) days after delivery of an invoice for such charges to Participant.

Notwithstanding the foregoing, if the Participant elects to rent the Entire Space or the Workshop (as defined in Exhibit "A") during non Normal Business Hours, an additional non-refundable \$25.00 reservation fee shall be due and payable to FCS Urban Ministries; provided, however, such fee shall be applicable to the cost of such rental.

7. Assumption of Risk. Participant agrees that all of its property or property of others brought or permitted by it upon the Office Space shall be at the risk of Participant and that FCS Urban Ministries shall not be liable to Participant for any loss or damage to such property by reason of theft or due to any "force majeure" event.

8. Indemnification. Participant hereby agrees to indemnify, defend and hold FCS Urban Ministries harmless from and against any and all liability, losses, claims, demands, liens, claims for liens, costs, expenses, damages and fees (including without limitation, reasonable attorneys' fees) incurred by FCS Urban Ministries, including, without limitation, claims arising out of any environmental contamination, in connection with the occupancy and/or use of the Office Space by Participant and/or its Sub-Participants under or pursuant to this Agreement. Such indemnity includes, without limitation, damage to FCS Urban Ministries' Property. FCS Urban Ministries shall not be responsible for loss of, damage to, and/or theft of Participant's Property.

9. Successors and Assigns. This Agreement shall be binding upon the parties and shall inure to the benefit of FCS Urban Ministries, its successors, assigns and mortgagees and shall be non-assignable by Participant without FCS Urban Ministries' consent, which may be withheld in FCS Urban Ministries' sole discretion.

10. Liability. There shall be no personal liability of FCS Urban Ministries with respect to this Agreement.

11. Rules and Regulations. Participant shall abide, and shall cause its servants, agents, employees, licenses, patrons and guests to abide by such reasonable rules and regulations as may from time to time be applicable to the Office Space or adopted by FCS Urban Ministries for the use, occupancy and operation of the Office Space, including those rules and regulations attached hereto as Exhibit "B".

12. Entry. FCS Urban Ministries reserves the right to enter the Office Space at any time to inspect the Office Space for Participant's compliance with this Agreement.

13. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia. The parties agree and intend that this Agreement is at all times subject to all applicable federal, state and local laws, rules and regulations, whether now existing or hereinafter enacted, adopted, or created, and Participant agrees to abide by all such laws, rules and regulations. In the event any such law, rule or regulation renders any provision of this agreement illegal or invalid, FCS Urban Ministries shall have the option immediately to terminate this Agreement or declare that this Agreement, shall by intention of the parties, be deemed modified and amendment to comply with such supervening law, rule or regulation. Participant shall comply with the requirements of all laws, orders and regulations of federal, state, county and municipal authorities and with any lawful direction of public officers that shall impose any duty upon FCS Urban Ministries or Participant with respect to the Leased Premises or other use and occupancy thereof.

14. Waiver. No provision of this Agreement may be waived except by an instrument in writing signed by the party sought to be charged with the effect of such waiver. The failure of a party to this Agreement to assert a right or exercise a remedy hereunder shall not represent a waiver of such right or remedy or of any future rights or remedies.

15. Media Release. Participant understands that during the License Term, Participant may have his or her quote, statement, attribution, picture, photograph or likeness ("Material") recorded and does hereby grant and convey unto FCS Urban Ministries the world-wide, perpetual, and irrevocable right to use Material whether created by FCS Urban Ministries, its personnel, or any media outlets, in any and all forms and in any and all media, now known or hereafter created, and in all manners, without any restriction as to changes or alterations for marketing, advertising, trade, promotion, exhibition or any other reasonable purposes, and Participant waives any right to inspect or approve the Material or finished version incorporating the Material, including any written copy that may be created and appear in connection therewith. Participant acknowledges that such Material may be published,

distributed, disseminated or displayed through electronic means, including, but not limited to, email and Internet websites; however, nothing in this Agreement requires FCS Urban Ministries to use or publish any Material. Participant hereby irrevocably and unconditionally assigns all right, title and interest in any such Material to FCS Urban Ministries.

16. **Rent.** Rent is payable monthly in advance at a rate of **Two hundred dollars (\$200)** due and payable, on the first day of each month to **FCS Urban Ministries**. Payment must be in form of check or money order. **No cash will be accepted.** If commencement of this Lease is other than on the first day of the month, in the month following commencement of the Lease, Tenant shall pay pro rata rent to the end of that month and thereafter, the monthly rental shall be due and payable on the first of the month in advance.

17. **Late Payments and Returned Checks.** A late charge of \$50.00 shall be charged to Tenant for payment received after 5:00 pm on the 5th day of the month. Tenant agrees to pay an additional charge of \$25.00 for each check returned unpaid by the bank. Tenant agrees to pay all late rents in the form of cashier's check, certified check, or money order.

18. Entire Agreement. This Agreement, including any exhibits, constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and all prior agreements, communications, representations or inducements, whether oral or written, not specifically expressed herein, shall be of no effect and are merged into this Agreement. There are no other oral or written agreements between the parties other than those set forth in this Agreement. This Agreement may not be amended or modified except by an instrument in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

PARTICIPANT:

Print Name(s): _____

FCS URBAN MINISTRIES:

Print Name: _____

Exhibit "A"

Office Space

During Participant's use of its pre-paid Bucket of Hours, Participant may choose any of the following categories of Office Space:

Communal Desk Space: available on a first come, first serve basis

Creative Meeting Office: available upon at least 2 business days prior notice to FCS Urban Ministries. If unreserved the Creative Meeting Office shall be available on a first come first serve hourly basis.

Conference Room: available upon at least 2 business days prior notice to FCS Urban Ministries. If unreserved the Conference Room shall be available on a first come first serve hourly basis.

The Workshop: available upon on a first come first serve hourly basis. Cannot be reserved during Normal Business Hours, but can be reserved at any other time upon at least 2 business days prior notice to FCS Urban Ministries.

Entire Space: this shall include all creative meeting offices, the kitchen and foyer and can be reserved upon at least 2 business days prior notice to FCS Urban Ministries. Depending on the scope of the Participant's use of the Entire Space, such use may be subject to additional fees as determined by FCS Urban Ministries and the Participant per a separate agreement.

Exhibit "B"

Rules and Regulations

PARTICIPANT AGREES AS FOLLOWS:

1. Participant shall agree not to have packages, deliveries or mail sent to Metro Merge Office (we are a come-and-go, communal office and do not have permanent storage for incoming mail and packages).
2. Participant shall not, without the prior consent of FCS Urban Ministries, allow any vending, amusement or gaming machines on the Office Space, or use or permit any person to use the Office Space or any part thereof for conducting a second-hand store, auction, distress, fire, bankruptcy or going-out-of business sale, or for any use or purpose in violation of any federal, state, or local laws, ordinances, regulations and requirements and that during the License Term the Office Space, and every part thereof, shall be kept by the Participant in a clean and sanitary condition, free from any objectionable noises, odors and nuisances.
3. All trash and rubbish of the Participant shall be deposited only within receptacles provided or approved by FCS Urban Ministries and no other trash receptacles shall remain outside of the building. FCS Urban Ministries agrees to cause such receptacles to be emptied and trash removed at the Participant's cost and expense.
4. Participant agrees at all times to conduct its business in a dignified, ethical, responsible, and reputable manner.
5. No radio or television antenna, aerial, satellite dish, or other similar device shall be installed without first obtaining in each instance FCS Urban Ministries's written consent.
6. Except as otherwise expressly provided for in the Agreement, the Participant shall not affix or maintain upon the glass panes and supports of the windows, doors and the exterior walls of the Office Space, any signs, advertising placards, names, insignia, trademarks, descriptive material or any other such like item or items except as shall have first received the written approval of the FCS Urban Ministries as to size, type, color, location, copy, nature and display qualities. Anything to the contrary in this Agreement notwithstanding, the Participant shall not affix any sign to the roof of the Office Space.
 - a. In addition, no advertising medium shall be utilized by the Participant which can be heard or experienced outside the Office Space, including without limitation, flashing lights, search lights, loudspeakers, radios or televisions. The Participant shall not display, paint, place or cause to be displayed, painted or placed, any handbills, bumper stickers, or other advertising devices on any vehicle parked in the parking area of the Property, whether belonging to the Participant, or to the Participant's agent, or to any other person; nor shall the Participant distribute, or cause to be distributed on the Property, any handbills, fliers or other advertising devices; nor shall the Participant disrupt, any patrons of the Property. In the event of a violation of this covenant by the Participant, the Participant shall pay to FCS Urban Ministries the cost and expense necessary to remove any such unauthorized material from the Property.
 - b. The Participant may not display or sell merchandise or allow carts, portable signs, devices or any other objects to be stored or remain outside the defined exterior walls, roof and doorways of the Office Space, nor on the common areas of the Property.
7. The outside areas immediately adjoining the Office Space shall be kept clean and free from rubbish by the Participant to the satisfaction of FCS Urban Ministries, and the Participant shall not place or permit any obstruction in such areas.
8. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by the Participant or whose employees, agents or invitees shall have caused it.
9. FCS Urban Ministries may reasonably amend or add new rules and regulations not inconsistent with the terms of the Agreement.