

REAL ESTATE LEASE

This Lease Agreement (“Lease”) is made as of the _____ day of _____, 2024, by and between Downey Home Association, Inc., a corporation organized under the laws of the State of Indiana (“Landlord”) and Msgr. James M. Downey, Council #3660, Knights of Columbus, Indianapolis, Indiana, an unincorporated association holding a charter from the Knights of Columbus (“Tenant”). The parties agree as follows:

1. **PREMISES**: Landlord, in consideration of the Lease payments provided in this Lease, leases to Tenant an approximate 4,800 square foot building, Landlord owned contents of building, and real estate (“Premises”), located at 4701 South Keystone Avenue., Indianapolis, Indiana 46227. The Landlord will be responsible to pay the utilities, trash service, internet access, security alarm monitoring, maintenance, repairs and lawn service on the Premises.
2. **TERM**: The Lease term will begin on September 1, 2024, and will terminate on August 31, 2025.
3. **LEASE PAYMENTS**: Tenant shall pay to Landlord monthly installments of \$ 100.00 _____, payable in advance on the first day of each month for a total annual Lease payment of \$ 1,200.00 _____. Lease payments shall be made to the Landlord at 4071 South Keystone Avenue, Indianapolis, Indiana 46227, which address may be changed from time to time by the Landlord.
4. **POSSESSION**: Tenant shall be entitled to possession on the first day of the term of this Lease and shall yield possession to Landlord on the last day of the term of this Lease unless otherwise agreed upon by both parties in writing. At the expiration of the term of this Lease, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.
5. **USE OF PREMISES**: Tenant may use the Premises only to hold regular business meetings, non-fundraisers, Council events such as the “Nuns’ Party,” and regularly scheduled social hours and events for its members. A shared office shall be available for Tenant’s Grand Knight and Financial Secretary at all times. It is anticipated that the Tenant will hold other functions at the Premises. If the Tenant holds Bingo, raffle fundraisers, and/or other fundraiser events such as Sunday breakfasts, spaghetti and fish fry dinners, these shall be subject to a signed separate Lease with the Landlord before such events are scheduled. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence. The Tenant is aware that the Premises may be rented to individual members of the Tenant and other outside third parties, but Tenant shall have priority in the use of the Premises. All rentals are to be scheduled after the Tenant’s utilization to be made reasonably in advance has been determined.
6. **STORAGE**: Tenant shall be entitled to store items of personal property in the storage rooms of the building during the term of this Lease. Landlord shall not be liable for loss of or damage to such stored items.
7. **PROPERTY INSURANCE**: Landlord and Tenant shall each maintain appropriate insurance for

their respective interests in the Premises and property located on the Premises. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advanced written notice from the insurer prior to any termination of such insurance polies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

8. **RENEWAL TERMS**: This Lease shall automatically renew for an additional period of twelve (12) months per renewal term unless either party gives written notice of termination no later than sixty (60) days prior to the end of the term or renewal term. The Lease terms during any such renewal term shall be the same as those contained in this Lease and any change in Lease payments may be made by a written addendum to this Lease.
9. **TERMINATION UPON SALE OF PREMISES**: Notwithstandingn any other provision of this Lease, Landlord may terminate this Lease upon one hundred and twenty (120) days' written notice to Tenant that the Premises have been sold.
10. **DEFAULTS**: Tenant shall be in default of this Lease if Tenant fails to fulfill any Lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within seven (7) days (or any other obligation within fourteen (14) days after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law) and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent." The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.
11. **CUMULATIVE RIGHTS**: The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law.
12. **NOTICE**: Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD
Downey Home Association, Inc.
4071 South Keystone Avenue
Indianapolis, Indiana 46227

AND

P.O. Box 17547
Indianapolis, Indiana 46217

TENANT

Msgr. James M. Downey Council #3660 Knights of Columbus
4071 South Keystone Avenue
Indianapolis, Indiana 46227

Such addresses may be changed from time to time by either party by providing notice as above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

13. **RENTAL AGREEMENT ADDENDUM**: In any rental agreement between Landlord and a third-party renter of the Premises, Landlord shall include a clause in such rental agreement prohibiting the third-party renter from using any marks, including, but not limited to “Knights of Columbus,” in promoting the event of the third-party renter on the Premises. The clause in the rental agreement between Landlord and the third-party renter shall further provide that the third-party renter’s prohibited use of the marks shall result in the immediate cancellation of the rental agreement with the third-party renter. Landlord shall attach as an Addendum to the written rental agreement the paragraphs attached hereto as *Schedule 1*.
14. **GOVERNING LAW**: This Lease shall be construed in accordance with the laws of the State of Indiana.
15. **ENTIRE AGREEMENT/AMENDMENT**: This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing if the writing is signed by the party obligated under the amendment.
16. **SEVERABILITY**: If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
17. **WAIVER**: The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party’s right to subsequently enforce and compel strict compliance with every provision of this Lease.
18. **BINDING EFFECT**: The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and assigns.

LANDLORD, Downey Home Association, Inc.

By: _____
David Jackson, President

Date: _____, 2024

By: _____
John Szostak, Secretary

Date: _____, 2024

TENANT, James M. Downey Council #3660, Knights of Columbus

By: _____
Michael Ilko, Grand Knight

Date: _____, 2024

By: _____
Scott Crossen, Financial Secretary

Date: _____, 2024

SCHEDULE 1
ADDENDUM TO EVENT RENTAL AGREEMENT

Renter: _____

Event Rental Date: _____

Facility Address: _____

Purpose/Description of Event: _____

KNIGHTS OF COLUMBUS TRADEMARKS AND SERVICE MARKS

Renter may only identify the location of the event by using the address of the Facility as set forth above. Renter shall not use or display registered and unregistered trademarks, service marks, and/or subordinate unit memorabilia of Knights of Columbus, including, without limitation, its name, logos, and emblems (collectively “Marks”), in any way, including, but not limited to, in the promotion of the Renter’s event or on any website and/or on social media.

MISREPRESENTATION: Renter attests, represents, and warrants that it has, at all times, honestly and accurately described its intended purpose and use of the Downey Home Association, Inc.’s (“Downey”) facility for the event to a duly authorized representative of Downey and as set out above. If Renter engages in any dishonesty, misrepresentation, deception, or misleading conduct in connection with its rental of Downey’s Facility or fails to comply with any of the terms herein, **Downey may terminate this Agreement at any time without prior notice and retain Renter’s security deposit.** The rights, powers, and remedies of the Corporation are in addition to, and not in substitution of, that which may be available to the Corporation. Failure by Downey to exercise any of its rights, powers, and remedies hereunder, or its delay to do so, does not constitute a waiver.

For purposes of the Rental Agreement and this Addendum, the term *Renter* includes the undersigned Renter, as well as its employees, agents, invitees, or any other person who may be at Downey’s facility for the purposes of the Event. If there is any inconsistency between the provisions of this Addendum and the Rental Agreement, the terms in this Addendum will govern.

Downey Home Association, Inc.,

By: Signature: _____ Printed Name: _____

Title: _____ Date: _____

Renter: _____

By: Signature: _____ Printed Name: _____

Title: _____ Date: _____

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