

**USE & ACCESS AGREEMENT – TOWN OF BRISTOL / MOUNT HOPE CHURCH –
REYNOLDS SCHOOL**

THIS USE AND ACCESS AGREEMENT made this ____ day of April, 2026, by and between Mount Hope Church, a Rhode Island nonprofit corporation with an address of 56 Douglas Ave, Portsmouth, RI 02871 (hereinafter called the "Church"), and the Town of Bristol, a Rhode Island Municipal Corporation with an address of 10 Court Street, Bristol, Rhode Island, 02809 (hereinafter called the "Town").

WITNESSETH:

That, subject to the terms and conditions hereinafter set out, the Town hereby agrees to give the Church exclusive use, limited to Sundays from 8:45 a.m. to 12:15 p.m., of the auditorium and two classrooms if available, located at the Reynolds Building, 235 High Street, Bristol, RI 02809 (the "Premises").

1. Term. The Agreement term shall run from June 21, 2026, through August 30, 2026. Notwithstanding this fixed term, the Agreement may be terminated in the event that the Town of Bristol or Bristol Warren Regional School District needs the Premises, provided that the Town shall give the Church thirty (30) days' notice of such termination.

2. Fees. In exchange for use of the Premises, the Church shall be required to pay the following fees for each Sunday of the Agreement term: (1) building overhead costs of \$25/hr; and (2) custodial costs of four (4) hours minimum at double time.

3. Covenants of Church. The Church hereby covenants and agrees:

a. To Keep in Repair and in Good Condition. The Church will keep the Premises in such repair as the same are at the commencement of said term, reasonable wear and tear and damage by fire or other unavoidable casualty excepted.

b. Storage. The Church will not use the Premises for long-term storage.

c. Janitorial Services. The Church will be responsible to keep the area orderly and free of accumulated junk and debris, including keeping hallways and common areas clear at all times.

d. Not to Make Unlawful Use, etc. The Church will not make, or allow to be made, any unlawful, improper or offensive use of the premises which would be injurious to any person or property, or which would violate the laws of the State of Rhode Island or of the United States, or any ordinance of the Town of Bristol, or which would affect or endanger any insurance on said premises or increase the premium thereof.

e. Not to Make Alterations. The Church will not make any alterations or additions in and to the premises without the Town's prior written consent.

f. Not to Assign. The Church will not assign, sublet or part with the possession of all or any part of the premises without the written consent of the Town. The Church will utilize the Premises for church-related functions only and with the written consent of the Bristol Town Administrator and/or the Bristol Town Council.

g. To Notify Town. The Church will notify the Town of any damage to the building and/or any maintenance issues requiring immediate attention.

h. To Permit Town to Enter. The Church will allow the Town, at all reasonable times to enter and view the premises and to make any repairs which the Town may see fit to make.

i. To Permit Town to Make Use of the Premises. The Church will work in good faith to accommodate the Town if the auditorium is required for a public Town meeting. The Church shall be permitted to leave its equipment set up for the duration of the Agreement.

j. To Yield Up Premises. At the expiration of the term of this Agreement, the Church will peaceably yield up to the Town the premises and all buildings thereon, in good repair in all respects, reasonable use and wear and damage by fire and other unavoidable casualties excepted. The Church shall clean out any and all materials.

k. To Indemnify Against Accidents and Negligence. The Church will hold harmless and indemnify the Town from and against all loss, liability or expense that may be incurred by reason of any claim arising out of or in connection with the Church's occupancy and use of the premises, including any accident with the appliances and fixtures installed by the Church or the heat, water or other pipes or from any damage or neglect arising from or in any way connected with the use, misuse or abuse of the utilities used by the Town. The Church shall also name Town as additional insured in a liability policy of not less than One Million Dollars (\$1,000,000.00) and provide Town with a copy of such policy prior to the Church's occupancy of the premises.

l. To Bear Risk for Contents. All property of any kind, excluding Town-owned property, which may be on the premises during the continuance of this Agreement, shall be at the sole risk of the Church, and the Town shall not be liable to the Church or any other person for any injury, loss or damage to property or to any person or property whatsoever.

m. No Waiver. No assent, expressed or implied, by the Town to any breach of any of the Church's covenants shall be deemed to be a waiver of any succeeding breach of the same covenant.

n. Trash and Recycling. The Church agrees to abide by the direction of the Building Manager and/or Town's representatives regarding the Church's trash and recycling.

4. Covenants of Town. The Town hereby covenants and agrees:

a. Quiet Enjoyment. That the Church shall peaceably hold and enjoy the premises.

b. Chairs to be Provided. The Town shall provide a limited number of folding chairs to the Church for use by the congregants.

5. Fire or Other Unavoidable Casualty. In case the premises or any part thereof shall at any time during the term of this Agreement be destroyed or damaged by fire or other unavoidable casualty so as to be unfit for occupancy and use and so that the premises cannot be restored or rebuilt by the Town, this Agreement shall terminate.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the ____ day of _____, 2026.

WITNESS:

TOWN:
By its Town Administrator

Steven Contente

MOUNT HOPE CHURCH:
By Lead Pastor

Joel Sedam