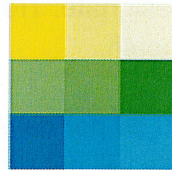
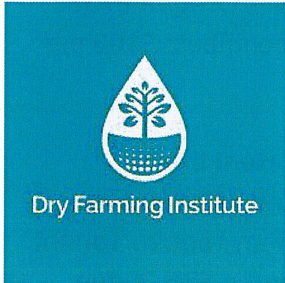




**First Christian**  
Disciples in the Heart of Corvallis



**Ten Rivers**  
Food Web



post carbon  
institute

## Memorandum of Understanding (MOU)

Between First Christian Church of Corvallis 501(c)(3) and the following Community Partners 501(c)(3):

Ten Rivers Food Web  
The Dry Farming Institute  
The Post Carbon Institute

### 1. Background

First Christian Church is a diverse, inclusive community providing a living witness to the compassionate Christ. From our central location in the heart of Corvallis, we seek out, develop and support ministries to meet the human needs for physical and spiritual wholeness. On the basis of our Disciple heritage, we embrace the ecumenical movement, develop lay leadership and promote intellectual freedom in the pursuit of truth.

Ten Rivers Food Web's mission is to steward the growth of a resilient local food web in Benton, Lincoln, and Linn counties.

The Dry Farming Institute's mission is to empower growers to thrive with less water.

The Post Carbon Institute is leading the transition to a more resilient, sustainable, and equitable world.

*This is a memorandum of understanding between the First Christian Church of Corvallis, hereafter called "FCC" or "Landlord" and Ten Rivers Food Web, The Dry Farming Institute, and The Post Carbon Institute called TRFW, DFI, and PCI respectively or "The Tenant".*

## 2. Occupancy

**2.1 Rent.** During the term, the tenant agrees to pay FCC the sum of \$300 per month (\$3600 annually) which shall include utilities (electric, natural gas, water, internet and custodial supplies). Rent shall be payable monthly. The Tenant will pay the Rent, by cash or by check, on or before the First of each and every month of the term of this Lease to the Landlord at First Christian Church 602 SW Madison Ave, Corvallis Oregon 97333, Attn: Office Manager, or at such other place as the Landlord may later designate. TRFW will contribute \$100 per month, DFI will contribute \$50 per month and PCI will contribute \$150 per month.

**2.1.2 Late Rent.** The Tenant will be charged an additional amount of \$10.00 per day for any Rent that is received after the end of the 4th day of the rental period. Partial payments will not be accepted without prior Landlord approval. If any check from Tenant has been dishonored for any reason, Landlord may require Tenant to make all future rent payments by certified check or money order. The Tenant will be charged a \$35.00 fee plus bank charges for dishonored checks.

**2.1.3 In-kind Donation.** During the term the tenant agrees to recognize FCC as giving an in-kind donation in the amount of the difference between the paid rent (\$300) and the total fair market value (\$700) of rooms 32 (\$350) and 33 (\$350). The annual in-kind donation (\$4,800) will be recognized by the tenant at the end of the term of the MOU (2/26/2024), and will be divided this way: TRFW (\$1,584), DFI (\$816), and PCI (\$2,400). This in-kind donation from FCC to the tenant will be acknowledged by TRFW, DFI, and PCI as any other individual or group donation to those organizations respectively.

**2.1.4 Internet.** FCC will provide access to a Guest Wifi to the tenant. FCC can not be held liable for temporary outages of said Wifi. FCC is not responsible to provide technology support beyond the maintenance of said Wifi. The tenant will make a good faith effort to limit Wifi access to staff and designated volunteers.

**2.2 Security Deposit.** No security deposit shall be required at this time, but the tenant shall be held responsible for damages outlined below upon expiration or termination of this agreement.

**2.3 Permitted Use.** The tenant will have exclusive use of room 32 for an office and room 33 for storage. Entry to space will only be permitted when staff or volunteers of the four organizations are present. Exceptions will be made by once a week custodial services provided and coordinated with FCC. The tenant, its staff, and volunteers will also be allowed shared use of restroom facilities and hallways adjacent to their office space. Additional space, including the meeting room (room 14) with hybrid meeting capability, can be made available with coordination and approval with the FCC office.

**2.4 General Restrictions on Use.** In connection with the use of the Premises, Tenant shall:

(1) Conform to all applicable laws and regulations of any public authority affecting the Premises. Any failure of compliance created through Tenant's fault or by reason of Tenant's use, shall be corrected at Tenant's expense.

(2) Refrain from any activity that would make it impossible to insure the Premises against casualty, would increase the insurance rate, or would prevent Landlord from taking advantage of any ruling of the Oregon

Insurance Rating Bureau or its successor; allowing Landlord to obtain reduced premium rates for long-term fire insurance policies, unless Tenant pays the additional cost of the insurance.

(3) Refrain from any use that would be reasonably offensive to other tenants or owners or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the Premises.

(4) Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer or architect selected by Landlord.

(5) Refrain from making any marks on or attaching any insignia, antenna, aerial, or other device to the exterior or interior walls, windows or roof of the Premises without the written consent of the Landlord.

(6) Refrain from causing or permitting any Hazardous Substance to be stored, spilled, leaked, disposed of, or otherwise released on or under the Premises.

(7) Refrain from allowing access to spaces other than rooms 32 & 33 (by use of key or keycodes) to Tenant's staff or volunteers without prior approval from the Senior Minister.

(8) Conform to the FCC key policy in regards to keys and keycodes.

(9) Inform the church office by phone, email, or calendar invitation if there are plans to use the offices outside of normal business hours. Normal business hours are defined as Monday-Friday 8:AM - 5 PM.

(10) Be aware the FCC shares its space with a diverse group of community partners, including, but not limited to, programs that serve the homeless and other vulnerable and marginalized communities. FCC strongly recommends that the Tenant and their volunteers engage in training, conversations, and other activities to increase awareness and best practices for interaction with members of these communities.

### **3. Repairs and Maintenance**

**3.1 Landlord's Obligations.** Landlord shall be responsible for the repairs and maintenance of the roof and gutters, exterior walls, foundation, sidewalk, stairs, ramps, elevators, driveways, and parking areas and any repairs necessitated by the negligence or intentional act of Landlord, its agents, employees, and users. Notwithstanding the above Tenant shall have maintenance responsibilities as set forth in Section 4.2(2) that shall supersede those of the Landlord.

**3.2 Tenant's Obligations.** The following shall be the responsibility of Tenant:

(1) Repair of interior walls, ceilings, doors, windows, and related hardware, light fixtures, and switches of the premises if the damage is caused by Tenant users.



## **4. Alterations**

**4.1 Alterations Prohibited.** Tenants shall make no improvements or alterations on the Premises of any kind without first obtaining Landlord's written consent. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes. As used herein, "alterations" includes the installation of computer and telecommunications wiring, cables, and conduit.

**4.2 Ownership and Removal of Alterations.** All improvements and alterations performed on the Premises by either Landlord or Tenant shall be the property of Landlord when installed, unless the applicable Landlord's consent specifically provides otherwise. Improvements and alterations installed by Tenant shall, at Landlord's option, be removed by Tenant and the Premises restored at the termination of this Lease, unless the applicable Landlord's consent specifically provides otherwise.

## **5. Insurance**

**5.1 Insurance Required.** Landlord shall keep the Premises insured at Landlord's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Tenant shall bear the expense of any insurance insuring the property of Tenant on the Premises against such risks. The tenant must also maintain their own liability insurance to cover their activities and people while on church property.

**5.2 Waiver of Subrogation.** Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement and, in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

**5.3 Additional Insured** The tenant shall name FCC as "Additional Insured" on their insurance policy.

**5.4 Tenants** will provide a certificate of insurance liability on an annual basis.

**6. Terms and Conditions** It is mutually understood and agreed by and between the parties that:

**6.1.** Any modification of the MOU must be added in writing and agreed upon in writing by the signing representatives of all parties. Failure to comply may result in the termination of agreed partnership.

**6.2.** Without providing a cause or reason and without legal repercussions, either party may terminate this MOU. A minimum of 60 days notice is required. The notice must be in written form and received by the second party before the 60 days initiates.

6.3. Each party takes legal and financial responsibility for the actions of its respective employees, officers, agents, representatives, and volunteers. Each party agrees to indemnify, defend and hold harmless the other to the fullest extent permitted by law from and against any and all demands, claims, actions, liabilities, losses, damages, and costs.

6.4. Each party, at its sole cost and expense, shall carry insurance to cover its activities and connection with this MOU.

**Effective Date and Signatures**

This MOU shall be effective upon the signature of Ten Rivers Food Web, The Dry Farming Institute, The Post Carbon Institute, and The First Christian Church of Corvallis' authorized officials. It shall be in force from February 27, 2023 to February 26, 2024.. The MOU will need to be reviewed February 1, 2024. TRFW, DFI, PCI, and FCC indicate agreement with this MOU by their signatures.

Lee Mason 5/9/23  
PRESIDENT - FIRST CHRISTIAN CHURCH - COR

The First Christian Church of Corvallis      Date  
LA      2/21/23

Ten Rivers Food Web      Date  
Asm      2/20/23

The Dry Farming Institute      Date

The Post Carbon Institute      Date  
[Signature]      2/21/23