



Facility Use Agreement

This Facility Use Agreement (“**Agreement**”) is between THE NEIGHBORHOOD CHURCH, a Washington nonprofit corporation, also known as BELLEVUE NEIGHBORHOOD CHURCH (“**BNC**”), and HIS CHURCH, a Washington nonprofit corporation (“**HC**”). BNC and HC are each a “**Party**” and are collectively the “**Parties.**” This Agreement is dated May 1, 2026 (the “**Effective Date**”). The Parties agree as follows:

Recitals

- A. BNC owns property commonly known as 625 140th Avenue NE, Bellevue, WA 98005 (the “**Property**”). A map of the Property is included as Exhibit A - The Property, and diagrams of the main floor and basement of BNC’s primary church building on the Property are included in Exhibit B - Facilities.
- B. HC desires to use portions of BNC’s facilities for the purpose of conducting worship services which are located on the Property as more particularly detailed in Exhibit C - Facilities Use.

Terms and Conditions

1. **Facility Rental; Worship Services.**

- a. HC rents from BNC, and BNC rents to HC, the facilities identified in Exhibit C (the “**Facilities**”) pursuant to the terms and conditions of this Agreement. HC will have access to the Facilities during the dates and times described in Exhibit C. HC has use of some of the Facilities but not all of the Facilities, as more particularly described in Exhibit C. BNC may use and permit others to use other parts of the Property at the same time that HC uses the Facilities.
- b. Nothing in this Agreement confers upon HC any interest in BNC’s real or personal property other than as expressly provided herein. This Agreement is not a lease and this Agreement does not create any leasehold interest or tenancy.

2. **Term; Termination.**

- a. Term. The term of this Agreement shall begin on the Effective Date and continue through October 31, 2026, unless sooner terminated under the terms of this Agreement (“**Term**”).



- b. Termination for Convenience by BNC. BNC may terminate this Agreement at any time, for any reason or no reason, upon giving two (2) weeks advance written notice to HC.
 - c. Termination for Cause.
 - i. If a Party breaches this Agreement (the “**Breaching Party**”), then the other Party (the “**Non-breaching Party**”) may provide written notice of the breach to the Breaching Party and, if the Breaching Party does not cure the breach within seven (7) days of receipt of such written notice, then the Non-breaching Party may terminate this Agreement immediately upon written notice to the Breaching Party.
 - ii. BNC may terminate this Agreement immediately by written notice to HC if HC files a voluntary petition for bankruptcy or is subject to an involuntary petition for bankruptcy or receivership that is not dismissed within ninety (90) days.
3. **Rent; Fees.**
- a. Base Rent. Beginning upon the Effective Date, HC shall not be obligated to pay BNC during the Term for use of the Facilities (“**Base Rent**”).
4. **Status of Facilities.**
- a. HC accepts the Facilities and the Property “as is”, regardless of any faults or defects. BNC makes no representation or warranty as to the condition of any part of the Property, or as to the suitability or fitness of the Facilities for HC’s activities. HC assumes any and all risks associated with using the Facilities.
 - b. HC shall notify BNC immediately in writing upon discovery of any potentially hazardous condition at the Property or other item needing repair.
 - c. HC shall not make any modifications or alterations to any BNC property (including the use of nails, screws, tacks, glue, or other adhesives) without prior written approval from BNC. At the end of the Term, HC shall leave the Facilities in as good a condition as they were in at the beginning of the Initial Term (other than reasonable wear and tear). HC shall be obligated to continue paying BNC the then current Base Rent, notwithstanding termination of Agreement, until HC returns the Facilities to BNC as provided in this Agreement. However, HC shall have no right to continue



use or occupancy of the Facilities for any purpose other than removing any personal property and restoration of the Facilities. Billing or acceptance of any rents or other sums due under this Agreement does not restrict BNC from cancelling or terminating this Agreement as provided elsewhere in this Agreement.

- d. Prior to the Effective Date, BNC and HC shall prepare a written inventory of all furniture, equipment, and personal property to be used by both BNC and HC, including a description of the property's condition to be signed and dated by both Parties. Upon termination of this Agreement, HC shall ensure that furniture and equipment in the same or better condition remains at BNC. HC shall not be liable for normal wear and tear on BNC's furniture and equipment.
- e. BNC has the right to enter any part of the Property at any time, without notice, for the purpose of making inspections, repairs, or maintenance.

5. **Damage; Loss.**

- a. HC shall promptly report to BNC any damage to the Facilities or to any other real or personal property owned by BNC. If the damage (other than reasonable wear and tear) or loss occurs due to HC's use of the Facilities (including use by HC employees, staff, contractors, guests, or visitors), then HC shall promptly reimburse BNC for the cost of repairing or replacing the property within fifteen (15) days of written notice from BNC.
- b. Notwithstanding anything to the contrary in this Agreement, BNC is not responsible for loss or damage to any HC property or to property owned by HC employees, staff, contractors, guests, or visitors.

6. **Force Majeure; Catastrophe.** BNC reserves the right to cancel all or any part of this Agreement if BNC becomes unable to fulfill its obligations due to one or more events beyond its reasonable control, which may include acts of war or terrorism, civil or military disturbances, loss or malfunction of utilities, fire, storm, flood, ice, earthquake, explosion, or epidemic (a "**Force Majeure Event**"). HC waives any claims for damages, refunds, or compensation resulting from any cancellation due to any Force Majeure Event.

7. **HC Responsibilities.**

- a. BNC Mission. HC shall not use any part of the Property, including the Facilities, in a manner that does not comport with the mission, vision, and values of BNC. BNC is a Christian organization that is part of the



Assemblies of God and is dedicated to ministry, evangelism, discipleship, fellowship, and worship.

- b. Compliance with Laws. HC shall comply with all applicable laws and regulations regarding the operation of its worship services, including any laws requiring criminal background checks or training of its employees or volunteers. HC shall comply with all applicable mandatory reporter laws and shall immediately notify BNC if any report is made to a state agency regarding suspected abuse or neglect of a minor in connection with HC's use of the Facilities and Property. HC is responsible for furnishing any disability accommodations required by law for any HC employee, contractor, guest, or visitor at the Property.
- c. Keys. BNC will give HC one (1) key to access the Facilities. HC will not make duplicate keys or permit duplicate keys to be made. HC will allow only authorized staff access to the key and shall identify all HC staff who have access to the Facilities key. HC will pay for the cost of any replacement key(s).
- d. Food and Beverages. HC will not permit food or beverages (other than water) in any of the Facilities unless approved in writing by BNC.
- e. Emergencies. HC is responsible for establishing emergency protocols in compliance with local, state, and federal laws for its employees, staff, contractors, guests, and visitors. HC staff will make themselves aware of the location of fire extinguishers and evacuation routes in the event of an emergency. BNC retains the right at all times, for any reason or no reason whatsoever, to inspect the Facilities with or without notice to HC.
- f. Upkeep. HC shall at all times maintain the Facilities in a clean, safe and tidy manner. At the end of each day, HC will return the Facilities to their normal state so that the Facilities can be used by BNC for its ministry activities. Upkeep includes removing debris, removing trash, and basic cleaning which may include, but is not limited to, floors, counters, tables, and chairs.
- g. Property Tax Exemption. HC shall only use the Facilities for church purposes in a manner that qualifies for a property tax exemption under RCW 84.36.020. HC shall not use any portion of the Property for pecuniary gain, to promote business activities, or for fundraising without advance written permission from BNC.



- h. Rules of Use. HC will abide by the rules of use set forth in Exhibit D when using the Facilities. BNC reserves the right to update Exhibit D at any time during the Term to be effective upon delivery of written notice to HC.

8. **Indemnification.**

a. HC Indemnification and Defense Obligations.

- i. HC will indemnify and defend BNC from all Claims arising from HC's breach of any of its obligations under this Agreement.
- ii. HC will indemnify and defend BNC from all Claims for real property taxes related to HC use of the Property.
- iii. HC will indemnify and defend all BNC Releasees from all Claims arising from HC's operation of worship services.
- iv. HC will indemnify and defend all BNC Releasees against all Claims to the extent the Claims arise out of or result from the negligence or intentional misconduct of HC or any of HC's directors, officers, employees, volunteers, or other agents.
- v. HC's obligations to defend and indemnify do not apply to any Claim against a BNC Releasee to the extent that Claim arises from the negligence or intentional misconduct of that particular BNC Releasee. This limitation does not affect HC's obligations to the other BNC Releasees.

b. Definitions.

- i. The term "**Claim**" means any claim, damage, fee (including attorney fees), cost, expense, and other liability, whether known or unknown, and whether existing now or arising in the future. A Claim does not include consequential, indirect, special, or punitive damages.
- ii. "**BNC Releasees**" means BNC and its past, present, and future directors, officers, employees, volunteers, and other agents.

- c. Survival. These obligations of HC to indemnify and defend survive termination of this Agreement.

9. **Insurance.**



- a. HC at its sole expense, will secure and maintain in full force and effect during the Term of this Agreement and for three (3) years thereafter (or tail coverage for that period), a policy of general liability insurance with at least One Million Dollars (\$1,000,000) in coverage for each occurrence and Three Million Dollars (\$3,000,000) in the aggregate.
 - b. HC will also maintain liability insurance covering claims involving sexual abuse, sexual misconduct, and sexual molestation, with coverage of at least One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate.
 - c. HC will furnish evidence of insurance to BNC. HC will add BNC, its successors and assigns, as applicable, as an additional insured on its liability insurance policies, and will provide evidence showing BNC as an additional insured. HC will require its insurer to notify BNC of any lapse, including any change or cancellation, of HC insurance policies within fifteen (15) business days of such a change or cancellation.
10. **Notice.** All notices under this Agreement must be in writing and must be delivered by certified U.S. mail (postage prepaid), return receipt requested, or overnight by nationally recognized delivery service (e.g. FedEx or UPS) to the Parties at the following addresses:

If to BNC: The Neighborhood Church
 Attn: Senior Pastor
 625 140th Ave NE
 Bellevue, WA 98005

If to HC: His Church
 Attn: Lead Pastor
 10710 NE 10th St 1406
 Bellevue WA 98004

A Party may change its Notice address by providing written notice of such change to the other Party. Notice is deemed delivered: (a) when received upon confirmation of delivery by a nationally recognized delivery service; or (b) if mailed, three (3) business days after confirmation of delivery by certified mail (postage prepaid, return receipt requested).

11. **Other Terms.**

- a. No Legal Partnership or Joint Venture. This Agreement does not create a legal partnership or joint venture between BNC and HC.



- b. Limits on Liability. Neither Party will be liable to the other Party for consequential, indirect, special, or punitive damages. In no event will BNC be liable to HC for any lost profits arising out of HC's inability to use the Facilities.
- c. Conflict Resolution; Arbitration. If legal action is necessary to enforce the terms of this Agreement, the Parties will submit to binding arbitration without a right to appeal or to bring a lawsuit in the civil courts (although an arbitration award may be filed with the courts). Unless otherwise agreed by the Parties, the Arbitrator will be a retired judge or an actively practicing attorney with at least twenty (20) years of experience. Unless otherwise agreed by the Parties, the Arbitrator must affirm the Apostle's Creed. The Arbitrator will set the rules for the arbitration. The Parties will split the cost of the Arbitrator's fees and costs.
- d. Governing Law; Venue. This Agreement is governed by the laws of the State of Washington, without regard to its conflicts of laws principles. Venue for any legal action relating to this Agreement will be in King County, Washington.
- e. Attorney Fees and Costs. The substantially prevailing Party in any arbitration, action, or proceeding arising from or related to this Agreement (including any bankruptcy proceeding) is entitled to receive its costs and reasonable attorney fees from the non-substantially prevailing Party, including costs and fees on any appeal.
- f. Entire Agreement. This Agreement, including all exhibits, contains the entire agreement of the Parties relating to the subject matter discussed in this Agreement and supersedes all prior written or oral agreements.
- g. Nonwaiver. The failure of either Party to insist in one or more instances on performance of any of the terms or conditions of this Agreement will not be construed as a waiver or a relinquishment of any right granted under this Agreement, or of the future performance of any term or condition. A Party is not deemed to waive a term or condition of this Agreement unless the waiver is set forth in writing by the Party.
- h. Remedies. BNC's remedies are not limited to those stated in this Agreement. BNC is entitled to all remedies available by law or in equity. BNC's remedies are cumulative. BNC's use of one (1) remedy does not preclude use of other remedies.



- i. Amendments. This Agreement may be amended only by written agreement signed by both Parties that specifically states an intention to amend this Agreement.
- j. Severability. Any part of this Agreement held to be invalid or unenforceable will be disregarded, and the remaining terms will remain in full force and effect.
- k. Counterparts. This Agreement may be signed in counterparts. The electronic transmission or copy of a Party's signature is as valid and binding as an original, written signature.
- l. Authorization. Each individual signing below represents and warrants that he or she is duly authorized to sign and deliver this Agreement on behalf of the entity for which the person is signing.
- m. Assignment. HC is not permitted to assign all or any part of its rights or obligations under this Agreement without the prior written consent of BNC. Any permitted assignment by HC does not waive HC's obligations under this Agreement.
- n. Construction. Wherever the word "include," "includes," or "including" is used in this Agreement, it is deemed to be followed by the words "without limitation."
- o. Electronic Records. An electronic record of this Agreement is acceptable as evidence of a contract with the same force and effect as if such electronic record was an original.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have set their hands as of the Effective Date written above.

The Neighborhood Church

His Church

By: _____

By: _____

Name: _____

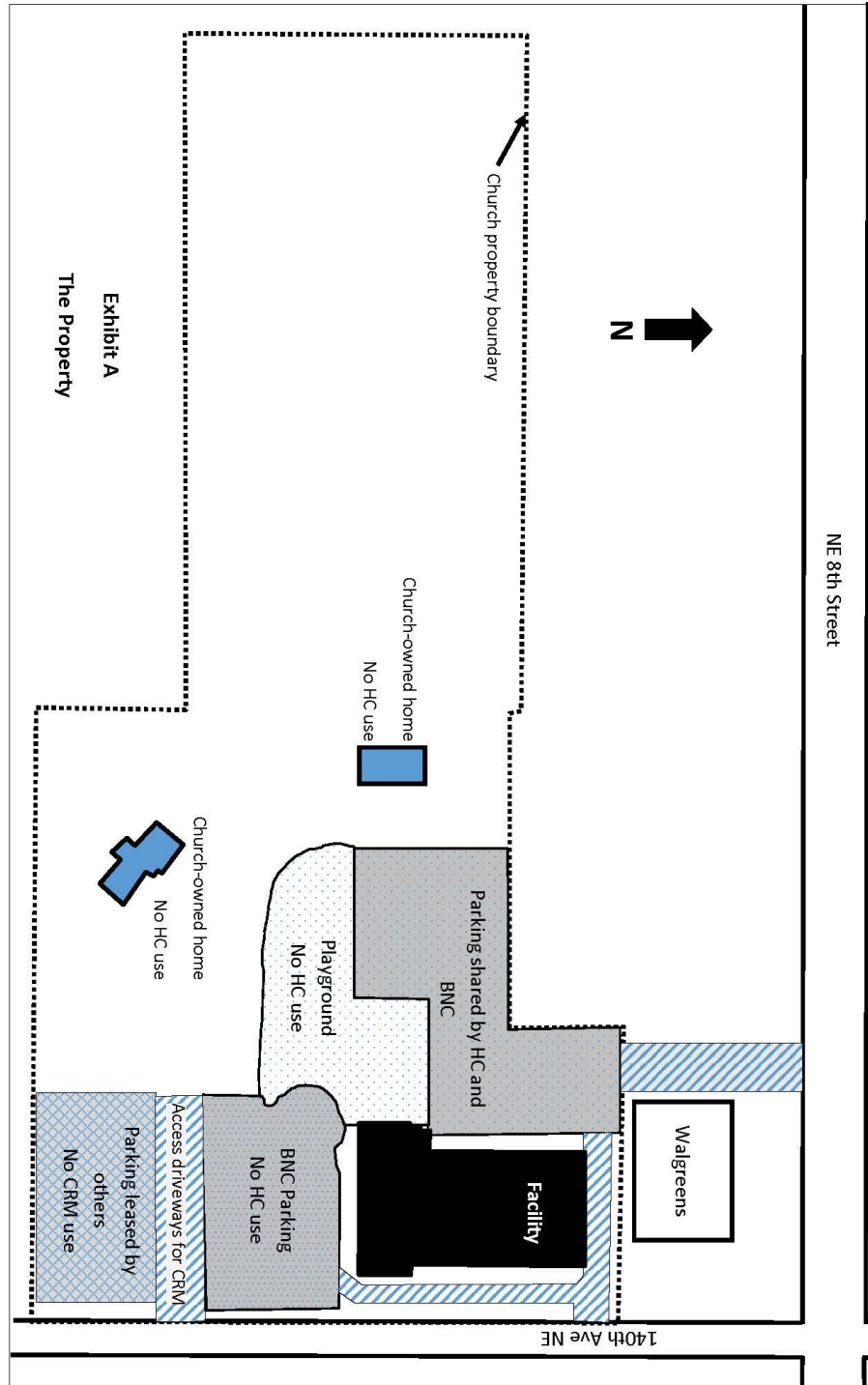
Name: _____

Title: _____

Title: _____



Exhibit A The Property





[Draft 05/13/2026]

Exhibit B Facilities

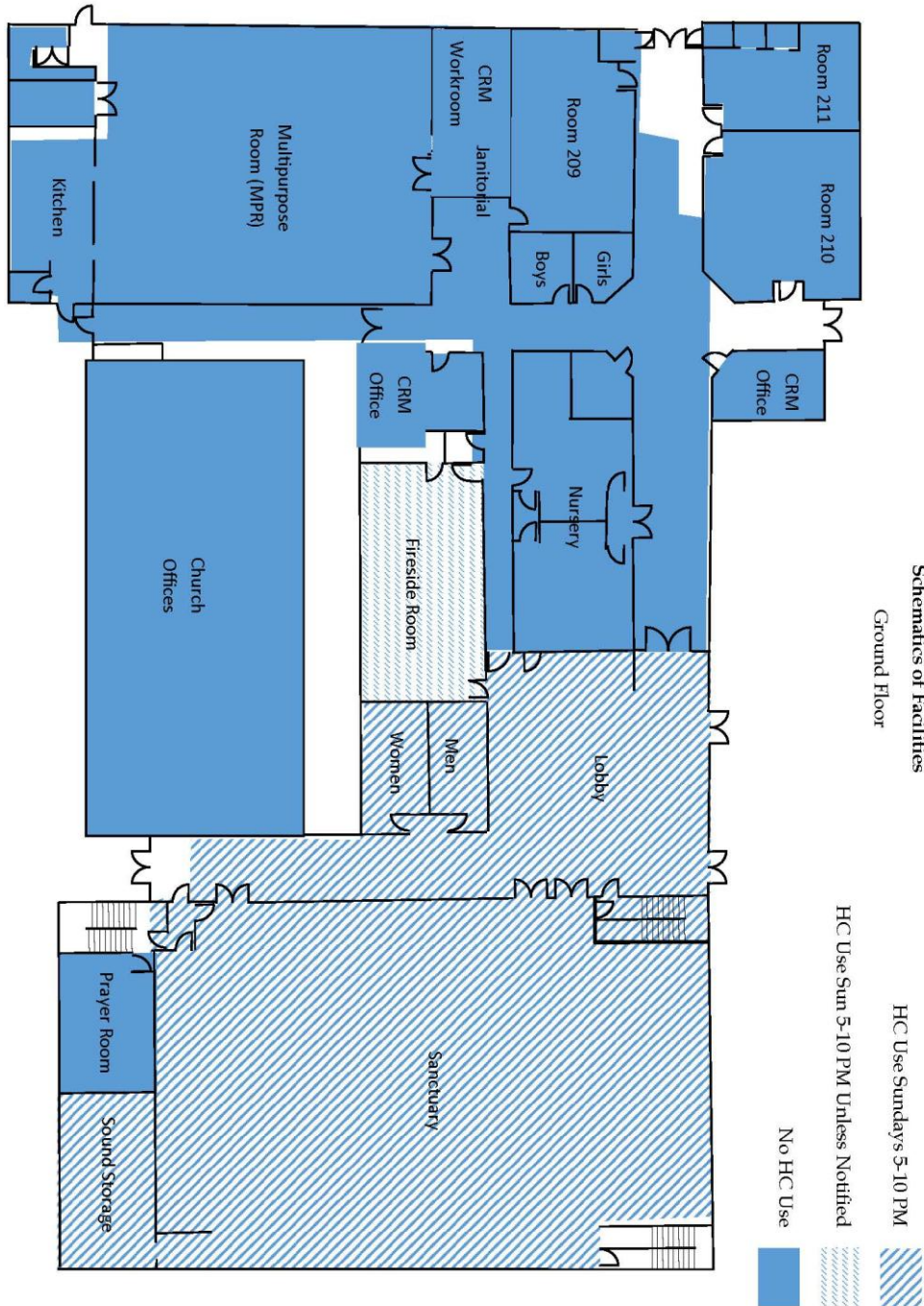




Exhibit C Facilities Use

1. **Rooms.** HC may use the Facilities as described below beginning on the Effective Date and continuing through the remainder of the Term.
 - a. HC may use the following rooms for the operation of worship services:
 - i. Sanctuary, main lobby, and adjacent rest rooms: From 5:00pm to 10:00 p.m. on Sunday evenings.
 - ii. Fireside Room: This room may be used for children’s ministry unless BNC notifies HC by the previous Thursday that it will be using it for BNC’s ministries.
 - iii. Storage: HC is allowed to store sound system equipment in the Sound Storage Room after coordination and approval from the BNC Director of Operations or Lead Pastor.
 - b. HC may request additional use during other hours by making advance arrangements with the BNC Director of Operations or other BNC designee. HC understands that BNC may approve or disapprove the request as they deem appropriate in their sole discretion for any reason or no reason whatsoever.
 - c. Usage of the Facilities may vary during special events for HC or BNC. If a conflict exists concerning use of the rooms due to a special event, the Party who has scheduled the event in advance on BNC’s calendar shall have priority of use.
2. **Equipment.** All audio/visual, computer, and instrumental equipment located upon the Property which is owned by BNC may only be operated by persons preapproved in writing from an authorized BNC designee as part of HC's worship services. All equipment must be returned to the original settings. HC is responsible to pay for repair or replacement of any equipment damaged during their time of use.
3. **Parking.** Except for parking spaces reserved by BNC (e.g., leased to third-parties or reserved on special occasions), HC will have nonexclusive use of the parking lots west of the church building and the portion of the parking lot south of the building but north of the entry drive off of 140th Avenue Northeast during the Term from 5:00 PM to 10:00 PM (P.S.T.) Sundays for the operation of the worship services. Vehicles cannot be left in the parking lot overnight. The speed limit for all areas of the Property is 5 mph.



Exhibit D Rules of Use

1. Windows and Doors. HC will secure all windows and exterior doors to (or providing access to) the Facilities, both while using the Facilities and when leaving the Facilities.
2. Furniture. HC may move tables, chairs, and other furniture to accommodate its use of the Facilities, but must return all furniture and other items to their original configuration at the end of each day.
3. Checklist. HC will follow this checklist each time it closes a building after use:
 - a. Leave the Facilities in as good, if not better shape, as found.
 - b. Put all furniture and equipment back in its original location.
 - c. Take away or throw away all disposable items HC brought to the facility.
 - d. Make sure all lights are off, including in the bathrooms and hallways.
 - e. All toilets should be flushed and not running.
 - f. Make sure coffee makers and other heating units are turned off and unplugged.
 - g. Close and lock all windows and doors before leaving the premises.
 - h. Report any damage, breakage or malfunction of equipment to BNC immediately.
4. Prohibited Activities. HC shall not permit its employees, staff, contractors, guests, or visitors to engage in any of the following actions on the Property: (i) possession or use of weapons, alcohol, tobacco, marijuana, vaping products, or illegal substances; (ii) interference with BNC operations; (iii) conduct of a sexual nature or harassment of any kind; (iv) activities that constitute a public or private nuisance or that exceed permissible volume levels under applicable ordinances; (v) possession or use of any hazardous chemical, biological, or similar materials; (vi) commercial or political activities; or (vii) use of fire, candles, or other open flames.
5. Social Media and Artificial Intelligence (A.I.). HC, its employees, staff, contractors, guests, or visitors engaging in social media and A.I. usage shall adhere to the following:



- a. Purpose. BNC's social media and A.I. presence exists to extend our ministry, foster community and share the Gospel. It is essential that all interactions be representative of the love and respect taught by our faith and align with the Property's sacred nature. A.I. use must maintain human and ethical oversight for accuracy and protection of BNC's reputation.
 - b. Respectful Tone and Conduct. All content should align with a respectful and wholesome community atmosphere. Content which could reasonably be considered defamatory, hateful, violates confidentiality or is illegal under local and federal law shall be removed. Posts must reflect BNC's values.
 - c. Privacy First & Data: Never post identifying information about BNC members, children, or confidential activities, without explicit written permission. Do not post photos or videos, including A.I., or reproductions of BNC members, services or children without explicit written permission.
 - d. Respectful Sharing. When posting photos of the shared space, focus on HC's leased areas and avoid any areas which are sensitive or restricted areas.
 - e. Political Neutrality. HC will not use BNC property to promote partisan political views or divisive content.
 - f. Property Integrity. HC will not make posts that harm the reputation or integrity of the BNC.
 - g. Identify Usage. HC will clearly identify its business is separate and apart from BNC, is as a tenant, and ensure it is not mistaken for a BNC operated program.
6. Ingress; Egress. HC shall not allow any doors, passageways, staircases, or other areas of entry and exit in or around the Facilities to become obstructed. HC shall not permit any exterior door to any building on the Property used by HC to be left open unless attended by an adult.
 7. Animals. HC shall not permit any animal to be brought to the Property without prior written approval from BNC, unless the animal is a service animal providing assistance to a person with a disability.
 8. Signage; Advertising. HC shall not post or display any signs at the Property without BNC's prior written permission. HC shall not state or imply that BNC



sponsors or co-sponsors any event, or that it endorses any position or organization, unless BNC provides prior written approval.

9. Utilities. HC shall strive to use heating, lights, water, and other utilities in a responsible way to reduce costs, including adjusting lighting and heating as appropriate, unplugging unused electronics, and ensuring doors and windows remain closed after use.
10. Neighbors. HC shall be a good neighbor to BNC's neighbors and shall not use the Facilities or the Property in a way that conflicts with BNC's neighbors.
11. Supervision. HC is responsible for supervising, monitoring, and protecting all HC employees, staff, contractors, guests, and visitors at all times that they are present on the Property. HC will ensure all HC employees, staff, contractors, guests, and visitors comply with the applicable requirements of this Agreement and will notify them of such requirements. BNC is not required to monitor or provide security for any HC employees, staff, contractors, guests, or visitors.
12. Abandoned Property. At the end of the Term, HC will remove all personal property of HC and its employees, staff, contractors, guests, and visitors. Any personal property left at the Property will, after a period of ten (10) days from the last day of the Term, be deemed abandoned and will become the property of BNC to be disposed of or utilized at BNC's sole discretion. Any and all expenses associated with the removal of any abandoned property will be the full responsibility of HC and HC will reimburse BNC within fifteen (15) days of written notice.