



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 SHALOM GILGAL PENTECOSTAL CHURCH, a Washington nonprofit corporation (“**SGPC**”). BNC and SGPC are each a “**Party**” and are collectively the “**Parties**.” This Agreement is dated May 14, 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. SGPC 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 Use; Worship Services.

- a. BNC permits SGPC to use the facilities identified in Exhibit C (the “**Facilities**”) pursuant to the terms and conditions of this Agreement. SGPC will have access to the Facilities during the dates and times described in Exhibit C. BNC may use and permit others to use other parts of the Property at the same time that SGPC uses the Facilities.
- b. Nothing in this Agreement confers upon SGPC 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 initial term of this Agreement shall begin on the Effective Date and continue through May 31, 2027, unless sooner terminated under the terms of this Agreement (“**Initial Term**”). Beginning June 1, 2027, this Agreement shall automatically renew for successive one (1) year terms



(each, a “**Renewal Term**”) unless a Party provides written notice of nonrenewal to the other Party at least one (1) month prior to the expiration date of the then current term. The Initial Term and all Renewal Terms (if any), taken together, constitute the “**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 SGPC.
 - c. Termination for Cause. 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 terminate this Agreement immediately.
3. **Fees**. BNC permits SGPC to use the Facilities as described in this Agreement without any charge for rent. BNC may, at its option, require SGPC to reimburse BNC for operational expenses incurred by BNC as a result of SGPC’s use of the Facilities (e.g., utilities).
4. **Status of Facilities**.
- a. SGPC 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 SGPC’s activities. SGPC assumes any and all risks associated with using the Facilities.
 - b. SGPC shall notify BNC immediately in writing upon discovery of any potentially hazardous condition at the Property or other item needing repair.
 - c. SGPC 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, SGPC 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).
 - d. 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. SGPC 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 SGPC's use of the Facilities (including use by SGPC employees, staff, contractors, guests, or visitors), then SGPC 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 SGPC property or to property owned by SGPC 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**"). SGPC waives any claims for damages resulting from any cancellation due to any Force Majeure Event.
7. **SGPC Responsibilities.**
- a. BNC Mission. SGPC 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. SGPC 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. SGPC 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 SGPC's use of the Facilities and Property. SGPC is responsible for furnishing any disability accommodations required by law for any SGPC employee, contractor, guest, or visitor at the Property.
 - c. Keys. BNC will give SGPC one (1) key to access the Facilities. SGPC will not make duplicate keys or permit duplicate keys to be made. SGPC will allow only authorized staff access to the key and shall identify all SGPC staff who have access to the Facilities key. SGPC will pay for the cost of any replacement key(s).



- d. Food and Beverages. SGPC will not permit food or beverages (other than water) in any of the Facilities unless approved in writing by BNC.
- e. Emergencies. SGPC is responsible for establishing emergency protocols in compliance with local, state, and federal laws for its employees, staff, contractors, guests, and visitors. SGPC 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 SGPC.
- f. Upkeep. SGPC shall at all times maintain the Facilities in a clean, safe and tidy manner. At the end of each day, SGPC 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. SGPC shall only use the Facilities for church purposes in a manner that qualifies for a property tax exemption under RCW 84.36.020. SGPC 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. SGPC 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 SGPC.

8. **Indemnification.**

- a. SGPC Indemnification and Defense Obligations.
 - i. SGPC will indemnify and defend BNC from all Claims arising from SGPC's breach of any of its obligations under this Agreement.
 - ii. SGPC will indemnify and defend BNC from all Claims for real property taxes related to SGPC use of the Property.
 - iii. SGPC will indemnify and defend all BNC Releasees from all Claims arising from SGPC's operation of SGPC worship services.
 - iv. SGPC 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 SGPC or any of SGPC's directors, officers, employees, volunteers, or other agents.

- v. SGPC'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 SGPC'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 SGPC to indemnify and defend survive termination of this Agreement.

9. **Insurance.**

- a. SGPC, at its sole expense, will secure and maintain in full force and effect during the Term of this Agreement and for the three (3) year period thereafter (or tail coverage for that period), a policy of general liability insurance with at least \$1 million in coverage for each occurrence and \$3 million in the aggregate. SGPC will also maintain liability insurance covering claims involving sexual abuse, sexual misconduct, and sexual molestation, with coverage of at least \$1 million per occurrence and \$3 million in the aggregate.
- b. SGPC will furnish evidence of insurance to BNC. SGPC 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. SGPC will require its insurer to notify BNC of any lapse, including any change or cancellation, of SGPC insurance policies within fifteen (15) business days of such a change or cancellation.
- c. If, at any time during the Term, the cost of BNC's insurance premiums for the Building or the Property increase as a result of SGPC's use, occupancy, improvements, or activities at the Property, SGPC shall reimburse BNC



for the amount of such increase. BNC shall notify SGPC in writing of any reimbursable amount which shall be paid by SGPC as Additional Rent within thirty (30) days of written notice date.

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 SGPC: Shalom Gilgal Pentecostal Church
Attn: [TITLE]
[ADDRESS LINE 1]
[ADDRESS LINE 2]

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 SGPC.
- 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 SGPC for any lost profits arising out of SGPC'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. SGPC 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 SGPC does not waive SGPC'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

Shalom Gilgal Pentecostal Church

By: _____

By: _____

Name: _____

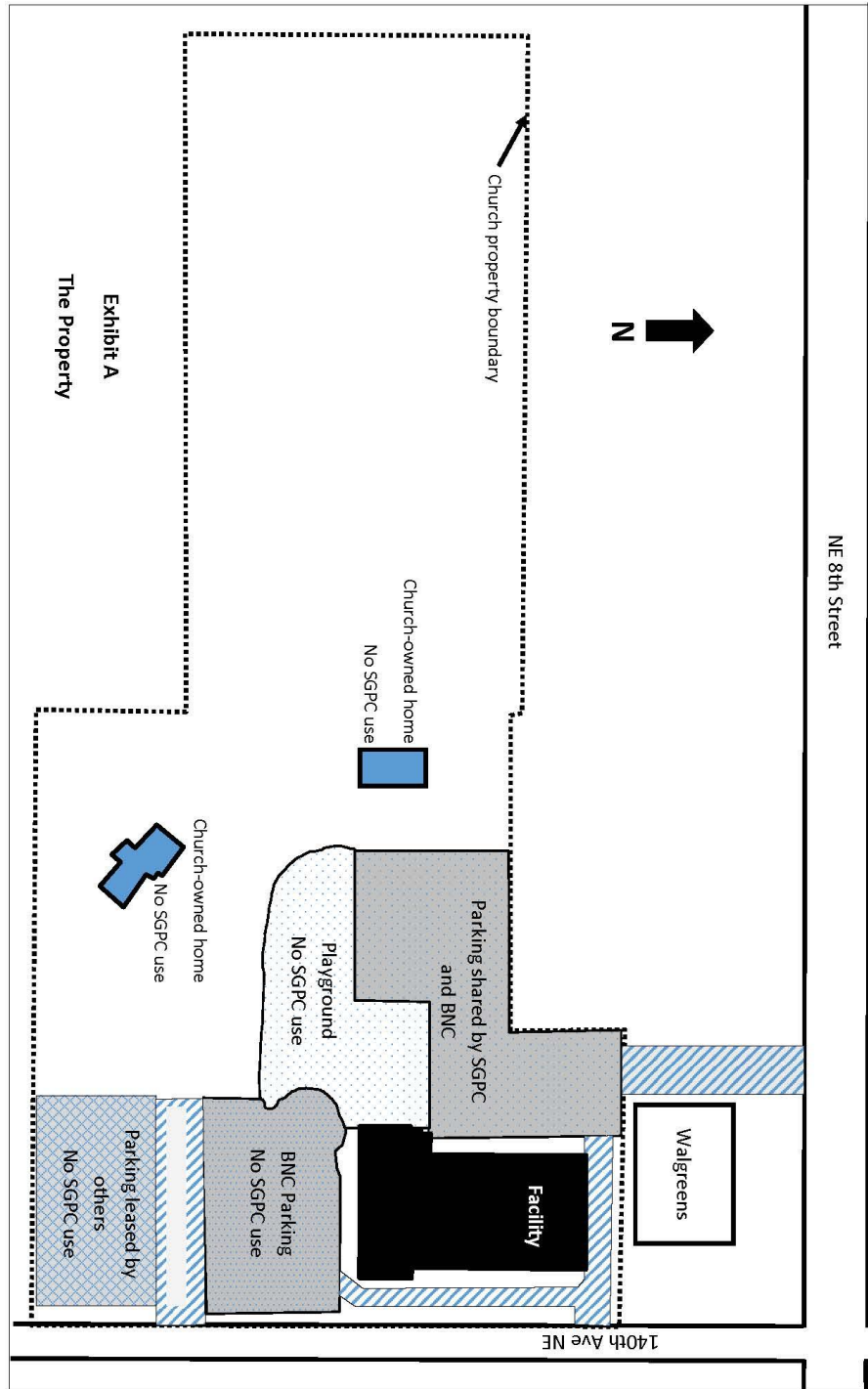
Name: _____

Title: _____

Title: _____



Exhibit A The Property





[Draft 05/11/2026]

Exhibit B Facilities

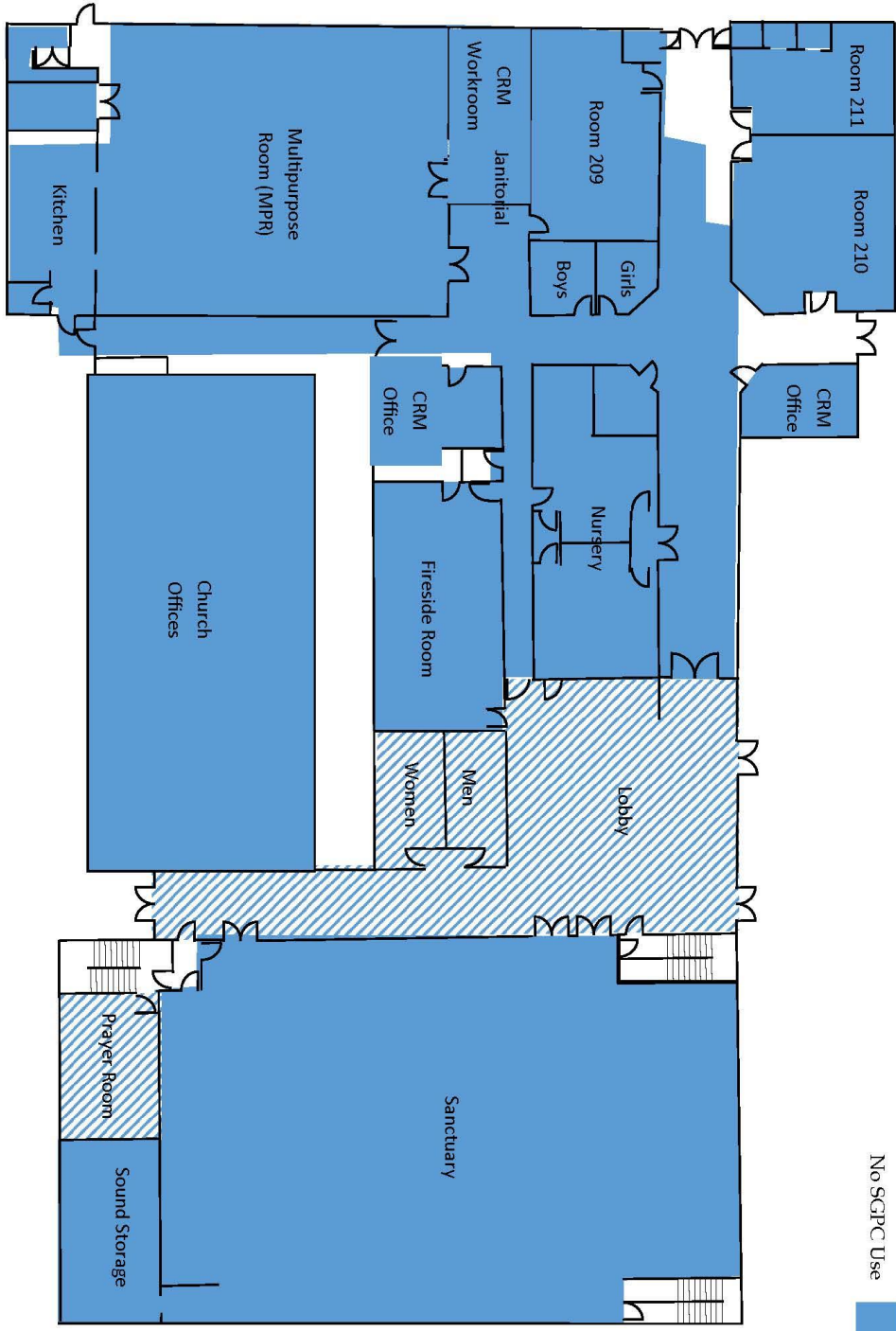


Exhibit B
Schematics of Facilities
Ground Floor

Legend

SGPC Use 9 PM Saturdays-3 AM Sundays

No SGPC Use



Exhibit C Facilities Use

1. **Rooms.** SGPC may use the Facilities as described below beginning on the Effective Date, and continuing through the remainder of the Term.
 - a. SGPC may use the following rooms for the operation of worship services:
 - i. Prayer Room and Main Lobby Rest Rooms: From 9:00 p.m. to 3:00 a.m. (PST) on Saturday evenings and Sunday mornings.
 - b. SGPC may request additional use during other hours by making advance arrangements with the BNC Director of Operations or other BNC designee. SGPC 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 SGPC 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 SGPC's worship services. All equipment must be returned to the original settings. SGPC 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), SGPC 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 9:00 a.m. through 3:00 a.m. (PST) for the operation of the SGPC 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. SGPC 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. SGPC 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. SGPC 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 SGPC 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. SGPC 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.). SGPC, 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 church members, children, or confidential activities, without explicit written permission. Do not post photos or videos, including A.I., or reproductions of church members, services or children without explicit written permission.
 - d. Respectful Sharing. When posting photos of the shared space, focus on SGPC's leased areas and avoid any areas which are sensitive or restricted areas.
 - e. Political Neutrality. SGPC will not use BNC property to promote partisan political views or divisive content.
 - f. Property Integrity. SGPC will not make posts that harm the reputation or integrity of the BNC.
 - g. Identify Usage. SGPC 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. SGPC shall not allow any doors, passageways, staircases, or other areas of entry and exit in or around the Facilities to become obstructed. SGPC shall not permit any exterior door to any building on the Property used by SGPC to be left open unless attended by an adult.
 7. Animals. SGPC 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. SGPC shall not post or display any signs at the Property without BNC's prior written permission. SGPC 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. SGPC 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. SGPC 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. SGPC is responsible for supervising, monitoring, and protecting all SGPC employees, staff, contractors, guests, and visitors at all times that they are present on the Property. SGPC will ensure all SGPC 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 SGPC employees, staff, contractors, guests, or visitors.
12. Abandoned Property. At the end of the Term, SGPC will remove all personal property of SGPC 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 SGPC and SGPC will reimburse BNC within fifteen (15) days of written notice.