

St. Andrew Presbyterian Church

Subject & Index No.	<b>Agreement – Tabernaculo Manantial De Vida Lease</b>	<b>AGM-SESS-2019-4</b>
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*St. Andrew Presbyterian Church, through God's grace, is a loving, accepting, inclusive congregation serving others and fostering spiritual and personal growth for all ages. We rejoice in God's presence and in the abundant gifts we are given. We strive to be ambitious disciples of Christ and to provide a safe, supportive haven for all.*

Category: Session Agreement  
Owner: Communications Coordinator  
Approval: Session

Effective Date: July 1, 2014  
Expiration Date: Jun 30, 2019

### Summary

St Andrew is leasing the use of the facility to the Tabernaculo Manantial de Vida (Spring of Life Tabernacle) congregation. Led by Pastor Oscar Avalos, they are an active, Spanish-speaking congregation. The congregation was founded over ten years ago with the support of Seattle Presbytery and has met in the former Renton First Presbyterian Church building until its recent sale. They have a vibrant ministry, and have a busy schedule in our building.

The term of the lease is from July 1, 2017 to June 30, 2018, but it is our mutual expectation that the lease will be renewed each year to form a long term partnership. Although the lease agreement specifies the specific areas of the church and the times when the Tabernaculo Manantial de Vida will be using the church, it is the spirit of the lease that the two congregations will develop a shared ministry. It is a true gift to the St. Andrew congregation that we have the opportunity to host this congregation, and we are happy to have them here.

The Lease was originally approved at a Special Session meeting on May 19, 2014:

1. M/S/P to approve the lease to the Tabernaculo Manantial De Vida for a term of July 1, 2014 to June 30, 2015, as amended.
2. M/S/P to allow the Tabernaculo Manantial De Vida congregation to start using the facility on June 8, 2014, following the conditions of the lease with the rent for June prorated to account for the June 8th start date.

The lease agreement is attached.

The intent of this document is to extend the lease for another year to June 30, 2019, with a monthly rental payment of \$2,000.

St. Andrew Presbyterian Church

Revision Log				
Effective Date	Revision Date	File Date	Expiration Date	Revision Comments
July 1, 2014	- - -	2014 05 08	2015 06 30	Original Release
√	June 8, 2015	2015 06 08	2016 06 30	Extend Lease Agreement for 2015-2016 fiscal year
√	June 13, 2016	2016 06 13	2017 06 30	Extend Lease Agreement for 2016-2017 fiscal year
√	June 12, 2017	2017 06 12	2018 06 30	Extend Lease Agreement for 2017-2018 fiscal year
√	June 11, 2018	2018 06 11	2019 06 30	Extend Lease Agreement for 2018-2019 fiscal year

## SHORT FORM LEASE AGREEMENT

1. **PARTIES.** This Lease is entered into as of July 1, 2018 between SAINT ANDREW UNITED PRESBYTERIAN CHURCH OF RENTON, WASHINGTON, a Washington nonprofit corporation (“**Landlord**”), and TABERNACULO MANANTIAL DE VIDA a Washington nonprofit corporation (“**Tenant**”).

2. **PREMISES.** Landlord owns the building located at 3604 NE 10<sup>TH</sup> Court, Renton, WA 98056 (the “**Building**”), which is located on the land legally described on attached **Exhibit A** (the “**Land**”). Landlord leases to Tenant the area within the Building as depicted on **Exhibit B** (the “**Premises**”). Tenant may use the Premises during the times and areas listed on **Exhibit C**. Landlord makes no representations or warranties to Tenant regarding the Premises, including the structural condition of the Premises, or the condition of all mechanical, electrical, and other systems on the Premises. Landlord reserves the right to maintain existing leases and licenses, and to grant additional rights, to third parties for use of the Building or Land.

3. **TERM.** The Lease shall commence on July 1, 2018 and terminate on June 30, 2019. In the event that Landlord leases or sells the entire Building to a third party, Landlord may terminate this Lease prior to the end of the term upon 90 days’ written notice to Tenant. At the end of the Lease term, or on any sooner termination, Tenant shall surrender the Premises to Landlord in good condition, broom clean, ordinary wear and tear excepted.

4. **RENT.** Tenant shall pay Landlord without demand, deduction or offset, a total monthly rental payment of \$2,000 (“**Rent**”), for the entire term of the Lease. If Rent is not received by Landlord by the 5th day of each month, Tenant shall pay Landlord an additional late fee of \$100. In addition, all delinquent Rent not paid within 5 days of the due date shall, at Landlord’s option, bear interest at the rate of 12% per annum, or the highest rate of interest allowable by law, whichever is less. Interest on all delinquent amounts shall be calculated from the original due date to the date of payment.

5. **PERMITTED USE.** The Premises shall be used only for congregational use (the “**Permitted Use**”). No act shall be done on or around the Premises, Building or Land that is unlawful or that will increase the existing rate of insurance on the Building or Land. Tenant shall not commit or allow to be committed any waste upon the Premises, or any public or private nuisance. Tenant shall not cause or permit any hazardous materials to be brought upon, kept or disposed of on the Premises, Building or Land.

6. **MAINTENANCE OF PREMISES.** Tenant shall keep the Premises clean and in good order. Landlord shall be responsible for general maintenance of the Building, except that Tenant shall reimburse Landlord for any damage caused by Tenant, its employees or invitees. Tenant may not make any alterations, additions or improvements to the Premises. Tenant shall permit Landlord and its agents and employees to enter the Premises at all reasonable times for the purposes of repair or inspection.

7. **CASUALTY; CONDEMNATION.** If the Premises are damaged or destroyed by fire or other casualty, then Landlord may, at its sole option: (a) terminate this Lease, or

(b) restore the Premises. If the Premises are made untenable by eminent domain, or conveyed under a threat of condemnation, this Lease shall automatically terminate as of the earlier of the date title vests in the condemning authority or the condemning authority first has possession of the Premises, and all Rent and other payments shall be paid to that date. In case of taking of a part of the Premises that does not render the Premises untenable, then this Lease shall continue in full force and effect. Landlord shall be entitled to the entire award from the condemning authority attributable to the value of the Premises. Tenant shall be permitted to make a separate claim against the condemning authority for moving expenses or damages resulting from interruption in its business, provided that in no event shall Tenant's claim reduce Landlord's award.

8. **INSURANCE.** Tenant shall, at its sole cost, obtain and keep in force during the term of this Lease a policy of commercial general liability insurance providing coverage against all liability arising out of the Tenant's use and occupancy of the Premises, and all areas appurtenant thereto. Such insurance shall be in an amount of not less than One Million Dollars (\$1,000,000) for each claim, Two Million Dollars (\$2,000,000) in the aggregate, for injury or death of any person in any one accident or occurrence as well as for property damage, with an excess limits (umbrella) policy in the amount of Two Million Dollars (\$2,000,000). Said insurance shall name landlord as an additional insured, and be with a company approved by Landlord. Within 30 days from signing this Lease, Tenant shall obtain and deliver to Landlord an original certificate of insurance with endorsements. No such policy shall be cancelable or subject to reduction of coverage or other modification below the limits required by this Lease except after thirty (30) days prior written notice to Landlord. Tenant shall, within twenty (20) days prior to the expiration of each policy, furnish Landlord with renewals or "binders" thereof.

9. **INDEMNIFICATION.** Except to the extent of Landlord's gross negligence or willful misconduct, Tenant shall indemnify, defend and hold Landlord harmless from any and all claims arising from (i) Tenant's use of the Premises or Tenant's presence in the Building or on the Land, (ii) any breach or default in the performance of any obligation on Tenant's part to be performed under the provisions of this Lease, or (iii) any negligence or willful misconduct of Tenant or any of its agents, contractors, employees or invitees. Said indemnity obligations include any and all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or action or proceeding brought thereon. Tenant shall use legal counsel acceptable to Landlord in defense of any action within Tenant's defense obligation. Solely to give full force and effect to the indemnities contained herein and not for the benefit of any third party, Tenant specifically and expressly waives any immunity it may have under Washington State Industrial Act, Title 51 RCW, and acknowledges that this waiver was mutually negotiated by the parties herein. In no event shall Tenant's obligations hereunder be limited to the extent of any insurance available to or provided by Tenant. This obligation shall survive expiration or earlier termination of this Lease.

10. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign, sublet, mortgage, encumber or otherwise transfer any interest in this Lease. Landlord may assign this Lease without the consent of Tenant. In the event of any transfer or transfers of Landlord's interest in the Premises, other than a transfer for security purposes only, Landlord shall be automatically relieved of obligations and liabilities accruing from and after the date of such

transfer. Any liability of Landlord under this Lease shall be limited solely to its interest in the Premises and to the rents and proceeds therefrom (including insurance proceeds), and in no event shall any recourse be had to any other property or assets of Landlord.

11. **DEFAULT.** The following occurrences shall each be deemed an Event of Default by Tenant:

**a. Failure To Pay.** Tenant fails to pay any sum, including Rent, due under this Lease following five (5) days written notice from Landlord of the failure to pay.

**b. Insolvency.** Tenant becomes insolvent, voluntarily or involuntarily bankrupt, or a receiver, assignee or other liquidating officer is appointed for Tenant's business, provided that in the event of any involuntary bankruptcy or other insolvency proceeding, the existence of such proceeding shall constitute an Event of Default only if such proceeding is not dismissed or vacated within 60 days after its institution or commencement.

**c. Levy or Execution.** Tenant's interest in this Lease or the Premises, or any part thereof, is taken by execution or other process of law directed against Tenant, or is taken upon or subjected to any attachment by any creditor of Tenant, if such attachment is not discharged within 15 days after being levied.

**d. Other Non-Monetary Defaults.** Tenant breaches any agreement, term or covenant of this Lease other than one requiring the payment of money and not otherwise enumerated in this Section, and the breach continues for a period of 30 days after notice by Landlord to Tenant of the breach; provided, however, that if the nature of Tenant's default is such that more than 30 days are reasonably required to cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within said 30-day period and thereafter diligently prosecutes such cure to completion.

12. **REMEDIES.** Landlord shall have the following remedies upon an Event of Default. Landlord's rights and remedies under this Lease shall be cumulative, and none shall exclude any other right or remedy allowed by law.

**a. Termination of Lease.** Landlord may terminate Tenant's interest under the Lease. Upon termination of this Lease, Tenant will remain liable to Landlord for damages in an amount equal to the Rent and other sums that would have been owing by Tenant under this Lease for the balance of the Lease term, less the net proceeds, if any, of any reletting of the Premises by Landlord subsequent to the termination, after deducting all Landlord's Reletting Expenses (as defined below). Landlord shall be entitled to recover from Tenant: (i) unpaid Rent which had been earned at the time of termination; (ii) the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of Rent loss that Tenant proves could reasonably have been avoided; (iii) the amount by which the unpaid Rent for the balance of the term of the Lease after the time of award exceeds the amount of Rent loss that Tenant proves could reasonably be avoided (discounting such amount by the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus 1%); and

(iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under the Lease, or which in the ordinary course would be likely to result from the Event of Default, including without limitation Reletting Expenses. "**Reletting Expenses**" is defined to include all expenses incurred by Landlord in connection with reletting the Premises, including without limitation, all repossession costs, brokerage commissions, attorneys' fees, remodeling and repair costs, costs for removing and storing Tenant's property and equipment, and rent concessions granted by Landlord to any new Tenant, prorated over the life of the new lease.

**b. Waiver of Redemption Rights.** Tenant, for itself, and on behalf of any and all persons claiming through or under Tenant, including creditors of all kinds, hereby waives and surrenders all rights and privileges which they may have under any present or future law, to redeem the Premises or to have a continuance of this Lease for the Lease term, as it may have been extended.

**c. Failure to Remove Property.** If Tenant fails to remove any of its property from the Premises following an Event of Default, Landlord may, at its option, remove and store the property at Tenant's expense and risk. If Tenant does not pay the storage cost within five (5) days of Landlord's request, Landlord may, at its option, have any or all of such property sold at public or private sale (and Landlord may become a purchaser at such sale), in such manner as Landlord deems proper, without notice to Tenant. Landlord shall apply the proceeds of such sale: (i) to the expense of such sale, including reasonable attorneys' fees actually incurred; (ii) to the payment of the costs or charges for storing such property; (iii) to the payment of any other sums of money which may then be or thereafter become due Landlord from Tenant under any of the terms hereof; and (iv) the balance, if any, to Tenant. Nothing in this Section shall limit Landlord's right to sell Tenant's personal property as permitted by law to foreclose Landlord's lien for unpaid Rent.

**13. MORTGAGE SUBORDINATION AND ATTORNMENT.** This Lease shall automatically be subordinate to any mortgage or deed of trust created by Landlord which is now existing or hereafter placed upon the Premises including any advances, interest, modifications, renewals, replacements or extensions ("**Landlord's Mortgage**"), provided the holder of any Landlord's Mortgage or any person(s) acquiring the Premises at any sale or other proceeding under any such Landlord's Mortgage shall elect to continue this Lease in full force and effect. Tenant shall attorn to the holder of any Landlord's Mortgage or any person(s) acquiring the Premises at any sale or other proceeding under any Landlord's Mortgage provided such person(s) assume the obligations of Landlord under this Lease. Tenant shall promptly, and in no event later than 15 days after receipt of a request, execute, acknowledge and deliver documents which the holder of any Landlord's Mortgage may reasonably require as further evidence of this subordination and attornment. Notwithstanding the foregoing, Tenant's obligations under this Section are conditioned on the holder of each of Landlord's Mortgage and each person acquiring the Premises at any sale or other proceeding under any such Landlord's Mortgage not disturbing

Tenant's occupancy and other rights under this Lease, so long as no uncured Event of Default exists.

14. **NON-WAIVER.** Landlord's waiver of any breach of any term contained in this Lease shall not be deemed to be a waiver of the same term for subsequent acts of Tenant. The acceptance by Landlord of Rent or other amounts due by Tenant hereunder shall not be deemed to be a waiver of any breach by Tenant preceding such acceptance.

15. **HOLDOVER.** If Tenant shall, without the written consent of Landlord, hold over after the expiration or termination of the Term, such tenancy shall be deemed to be on a month-to-month basis. During such tenancy, Tenant agrees to pay to Landlord 150% the rate of rental last payable under this Lease. All other terms of the Lease shall remain in effect.

16. **NOTICES.** All notices under this Lease shall be in writing and effective (i) when delivered in person, or (ii) by reputable overnight courier (e.g., UPS or Federal Express), each to the Notice Addresses set forth in the signature blocks below, or such other addresses as may from time to time be designated by such parties in writing.

17. **COSTS AND ATTORNEYS' FEES.** In the event any action, suit or proceeding is commenced under or in connection with this Lease, the losing party shall pay to the prevailing party the amount of reasonable attorneys' fees and costs incurred in connection therewith.

18. **ESTOPPEL CERTIFICATES.** Tenant shall, from time to time, upon written request of Landlord, execute, acknowledge and deliver to Landlord or its designee a written estoppel certificate regarding this Lease. If Tenant shall fail to respond within ten (10) days of receipt by Tenant of a written request by Landlord as herein provided, Tenant shall be deemed to have given such certificate without modification and shall be deemed to have admitted the accuracy of any information supplied by Landlord to a prospective purchaser or mortgagee.

19. **QUIET ENJOYMENT.** So long as Tenant pays the Rent and performs all of its obligations in this Lease, Tenant's possession of the Premises will not be disturbed by Landlord or anyone claiming by, through or under Landlord, or by the holders of any Landlord's Mortgage or any successor thereto.

20. **GENERAL.**

**a. Entire Agreement.** This Lease contains all of the covenants and agreements between Landlord and Tenant relating to the Premises. No prior agreements or understanding pertaining to the Lease shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by Landlord and Tenant.

**b. Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Washington.

**c. No Recording.** This Lease shall not be recorded.

**d. Authority of Parties.** Any individual signing this Lease on behalf of an entity represents and warrants to the other that such individual has authority to do so and, upon such individual's execution, that this Lease shall be binding upon and enforceable against the party on behalf of whom such individual is signing.

**e. Financing.** Tenant shall not execute any document purporting to place a security interest on the Premises or any other property of which the Premises are a part, including, without limitation, any financing statement, without prior written consent of Landlord, not to be unreasonably withheld.

21. **EXHIBITS.** The following exhibits are made a part of this Lease:

- Exhibit A – Legal Description
- Exhibit B – Depiction of Premises
- Exhibit C – Permitted Times & Areas

**LANDLORD:**

**SAINT ANDREW UNITED PRESBYTERIAN CHURCH OF RENTON, WASHINGTON,  
a Washington nonprofit corporation**

By: \_\_\_\_\_

Patti Warden  
President of the Board of Trustees  
3604 NE 10<sup>th</sup> Court  
Renton, WA 98056  
Telephone: (425) 272-5836

**TENANT:**

**TABERNACULO MANANTIAL DE VIDA  
a Washington nonprofit corporation**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_



STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Patti Warden is the person who appeared before me and said person is the President of the Board of Trustees of SAINT ANDREW UNITED PRESBYTERIAN CHURCH OF RENTON, WASHINGTON, the Washington nonprofit corporation that executed the within and foregoing instrument, and acknowledged the same instrument to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument, and on oath stated that he was authorized to execute said instrument.

DATED: \_\_\_\_\_, 2015.

(Seal or stamp)

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

NOTARY PUBLIC in and for the State  
of \_\_\_\_\_, residing at \_\_\_\_\_

My Commission expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me and said person is the \_\_\_\_\_ of the \_\_\_\_\_, the Washington \_\_\_\_\_ that executed the within and foregoing instrument, and acknowledged the same instrument to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument, and on oath stated that he/she was authorized to execute said instrument.

DATED: \_\_\_\_\_, 2015.

(Seal or stamp)

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

NOTARY PUBLIC in and for the State  
of \_\_\_\_\_, residing at \_\_\_\_\_

My Commission expires: \_\_\_\_\_

**EXHIBIT A**

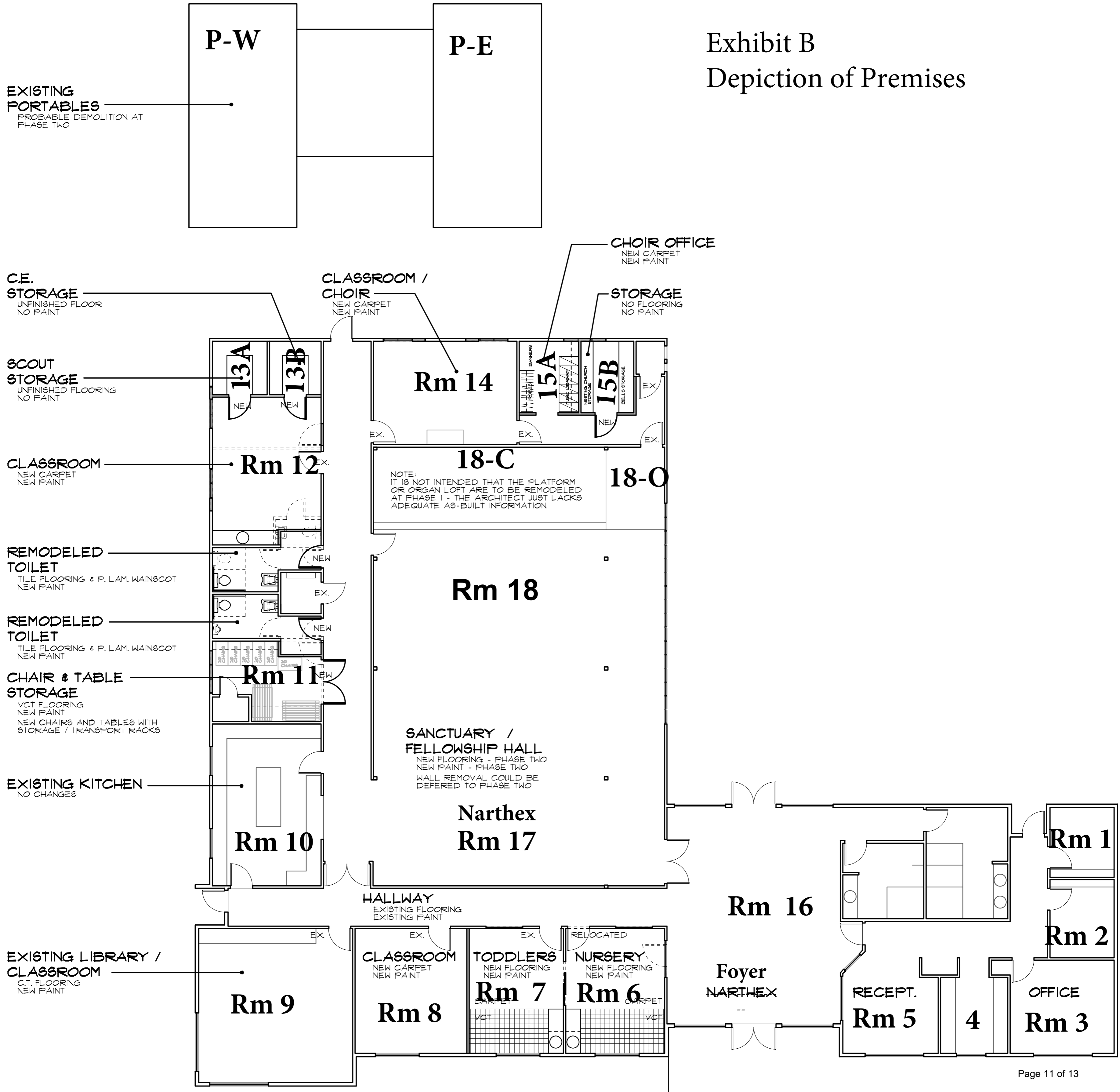
**LEGAL DESCRIPTION**

LOT B, BRENTWOOD PARK ADDITION, ACCORDING TO THE PLAT THEREOF  
RECORDED IN VOLUME 114 OF PLATS, PAGES 75 AND 76, IN KING COUNTY,  
WASHINGTON

At Address:

Saint Andrew Presbyterian Church  
3604 NE 10<sup>th</sup> Court  
Renton, WA 98056

# Exhibit B Depiction of Premises



**EXHIBIT C**

**PERMITTED TIMES AND AREAS  
(to be updated)**

<b>Day</b>	<b>Room</b>	<b>Use</b>	<b>Time in</b>	<b>Time out</b>
Sundays	Entire church (with understanding that meetings in Adult Library may run past 1PM, but no later than 2PM)	Worship & Sunday School classes	1:00 PM	6:00 PM
Mondays	Children's Library	Bible study	7:00 PM	9:00 PM
Tuesdays	Senior High Portable	Prayer group	7:00 PM	9:00 PM
Wednesdays	Room 7&8	Prayer group	8:00 AM	3:00 PM
Thursdays	Sanctuary	Choir practice	6:30 PM	9:30 PM
Fridays	Sanctuary, Kitchen, Room 7&8	Worship	6:00 PM	10:00 PM
1 <sup>st</sup> & 3 <sup>rd</sup> Saturday	Sanctuary or Adult Library (if Sanctuary needed for larger event)	Leadership meetings	6:30 AM	2:00 PM
Saturday	Sanctuary & Room 7&8	Youth service	5:30 PM	8:00 PM
Church office – volunteer desk & Scott's office are available for Oscar's use.				

## **FIRST ADDENDUM TO LEASE AGREEMENT**

This Addendum modifies the Lease Agreement between SAINT ANDREW UNITED PRESBYTERIAN CHURCH OF RENTON, WASHINGTON, a Washington nonprofit corporation (“Landlord”), and TABERNACULO MANANTIAL DE VIDA, a Washington nonprofit corporation (“Tenant”) dated July 1, 2015, as provided below.

1. **NONEXCLUSIVE USE.** Landlord may permit other users on the premises including but not limited to Boy Scouts and Girl Scouts. Landlord shall ensure that the other users do not use the sanctuary area or interfere with Tenant’s use of the premises.

Landlord will have priority to the use of the building on the following days for worship services: Ash Wednesday, Maundy Thursday, Good Friday, Holy Saturday (the night before Easter), and Christmas Eve.

Either Landlord or Tenant may request additional use of the building to hold special services or events. When the event will conflict with the other group’s usage, the requests should be made 3-6 months in advance (with the exception of unforeseen events such as funerals and memorials).

2. **RULES FOR TENANT.** Tenant shall conduct its activities on the premises in a manner that is compatible with the use of the premises by Landlord or other users and with the residential character of the neighborhood. Substantial or repeated violations of these rules may be a default on the lease. Tenant’s duties shall include the following:

1. Removing and storing Tenant’s equipment and other items at the end of each period of use;
2. Observing the handicap parking restrictions posted in the parking lot;
3. Following all posted guidelines for use of the kitchen and cleaning up kitchen facilities after each use;
4. After use of a room, returning the furniture to the arrangement in which it was found, or leaving it set up in the arrangement depicted in a posted diagram;
5. Sweeping and mopping the floor after each use as needed;
6. Promptly notifying Landlord of any non-working equipment or fixtures or other maintenance issues;
7. Ensuring that guests or members maintain appropriate noise levels while in the outdoor and parking areas of the premises so that neighbors are not disturbed;
8. Using the recycling and composting containers, making sure that trash is not mixed with recycling or compost; and
9. Reimbursing the church for the cost of copies made using Landlord’s office copier; a copier code will be given to Tenant to track copies made.