

## ***Property and Facilities Use Agreement***

This Agreement ( herein the "***Agreement***") is made the 26<sup>th</sup> day of June, 2021; but effective on the 15<sup>th</sup> day of August, 2021 (the "***Effective Date***"), between REDEEMER BIBLE CHURCH OF DALLAS, INC., a Texas Nonprofit corporation located at 721 Easton Road, Dallas, Texas 75218 (herein "***RBC***"), and ST. BARTHOLOMEW'S ANGLICAN CHURCH, a church plant of All Saints Dallas, a three-stream Anglican church located at 1000 Easton Road, Dallas, Texas 75218 (herein "***ST. BARTS***"), regarding the use of the Church Property and Facilities owned by RBC (herein the "***RBC Property and Facilities***")

### **1.0 Recitals.**

1.1 RBC is the fee simple owner of the RBC Property and Facilities more particularly described in Attachment A ("Main Floor"), Attachment B ( "Downstairs Adult's Wing and Upstairs Children's Wing"), Attachment C ("Oasis"), Attachment D ("Office") and Attachment E ("Second Floor Main") attached hereto and incorporated herein by reference, and

1.2 RBC and ST. BARTS desire to jointly use the RBC Property and Facilities to spread the Gospel throughout East Dallas and beyond on the terms and conditions set forth herein.

1.3 The Agreement is expressly contingent upon the approval of the voting membership of RBC at the annual business meeting on June 27, 2021 or at any annual, regular or special business meeting thereafter noticed for that purpose.

1.4 RBC and ST. BARTS, for good, valuable and mutual consideration, the receipt and sufficiency of which are acknowledged, agree as follows:

### **2.0 Description of RBC Property and Facilities Available for ST. BARTS Use.**

2.1 Use of the Sanctuary identified in Attachment A ( herein the "***Sanctuary***") each Sunday for Worship Services from 9:00 to 10:30 am.

2.2 Use of the Sanctuary for one Sunday evening per month, mutually agreed upon by the parties, for Worship/Prayer meetings at 6:30 to 8:30 pm.

2.3 Use of the Fellowship Hall and Kitchen, identified in Attachment A (herein the "***Fellowship Hall***"), for a joint coffee time with RBC members each Sunday from

10:30 to 11:00 am.

2.4 Use of the Fellowship Hall once a month for a fellowship meal at lunch or dinner, on days and times mutually agreed upon by the parties.

2.5 Use of the Fellowship Hall each week for Parent/Toddler meetings on days and times mutually agreed upon by the parties.

2.6 Use of one classroom in the Downstairs Adult's Wing identified in Attachment B as Room 102 (herein the ***"Adult Classroom"***) each Sunday from 11:00am to 12:30 pm increasing to the use of 2 to 3 classrooms during the term hereof as mutually agreed upon by the parties.

2.7 Use of rooms in the Upstairs Children's Wing as a children's nursery identified in Attachment B as Rooms 201, 203 and 205 (herein the ***"Children's Nursery"***) each Sunday from 8:30 am to 12:30 pm.

2.8 Use of the classrooms in the Upstairs Children's Wing identified in Attachment B as Rooms 207, 211, 212, 210, 208, 206 and 204 (herein the ***"Children's Classrooms"***) each Sunday from 9:00 to 12:30 pm.

2.9 Use of the Sanctuary for (a) Occasional Events - Weddings, Funerals, etc. (b) Special Events - Ash Wednesday, Maundy Thursday, Good Friday, Christmas Eve and (c) Christmas Eve Pageant on days and times mutually agreed upon by the parties.

2.10 Use of Storage Space (herein the ***"Storage Space"***) to store resources, altar and sacred serving pieces, etc. identified in Attachment E as Room 2.

2.11 Use of Storage Space to store signage, parking equipment, etc. identified in Attachment C as Garage.

2.12 Use of Office Space (herein the ***"Office Space"***) identified in Attachment D as Rooms 2 and 5.

2.13 Use of Office Space identified in Attachment D as Room 9 (Choir Room) from the effective date to September 1, 2021.

2.14 Use of Office Space identified in Attachment D as Room 3 from and after September 1, 2021 during the term hereof.

2.15 Use of the Oasis identified in Attachment C ( herein the “*Oasis*”) for one Saturday a quarter for membership classes on days and times mutually agreed upon by the parties.

2.16 Use of the Oasis one night a week for youth events on days and times mutually agreed upon by the parties.

2.17 Use of the Oasis throughout the year for after school activities with neighboring schools and churches on days and times mutually agreed upon by the parties.

2.18 Use of the fenced Playground (herein the “*Playground*”) for parent/children activities on days and times mutually agreed upon by the parties.

2.19 Come & See events on the grounds of RBC, ten (10) times per year, to invite our neighbors to the campus on days and times mutually agreed upon by the parties.

2.20 Community Engagement Fair Type Events on the grounds of RBC throughout the year including Chili Cookoffs, BBQ Competitions, etc. on days and times mutually agreed upon by the parties.

### 3.0 **Period of Use.**

3.1 The Agreement is for a period of two (2) years commencing on the effective date hereof and terminating on August 14, 2023. This Period of Use may be extended by RBC and ST. BARTS entering into a new Property and Facilities Use Agreement. If ST. BARTS desires to extend the Agreement it will, at least 30 days prior to the expiration of the Agreement, notify RBC by written notice.

3.2 Notwithstanding anything herein to the contrary, either party shall have the right to terminate the Agreement on sixty (60) days written notice to the other.

### 4.0 **Rental.**

4.1 ST. BARTS agrees to pay to RBC as rent for the use of the RBC Property and Facilities the sum of \$5,500.00 per month in US currency during the term hereof commencing on the Effective Date.

### 5.0 **ST. BARTS Agrees To:**

5.1 Accept the RBC Property and Facilities in their present condition “AS IS,”

the RBC Property and Facilities being currently suitable for ST. BARTS's intended use. ST. BARTS stipulates that they have examined all buildings and improvements located on the RBC Property and Facilities, and they are all, at the date of the Agreement, in good order and repair and in a safe and clean condition.

5.2 Obey all laws, ordinances, orders, public and RBC rules, regulations, and covenants applicable to the use, condition, and occupancy of the RBC Property and Facilities .

5.3 Pay monthly rental in US currency, in advance, on the 1<sup>st</sup> day of each month, to RBC at 721 Easton Road, Dallas, Texas 75218 or at such other place as RBC may from time to time specify by written notice.

5.4 Pay, as additional Rent, all other amounts due, if any, under the Agreement.

5.5 Allow RBC to enter the RBC Property and Facilities to perform RBC's obligations hereunder and to inspect the RBC Property and Facilities.

5.6 During the term of the Agreement, ST. BARTS must use reasonable efforts to maintain the RBC Property and Facilities in good order and repair and in a safe and clean condition.

5.7 Bear the sole financial responsibility for and the repair of any damage to the RBC Property and Facilities caused by ST. BARTS, its agents, personnel, employees, members, invitees, or visitors.

5.8 Submit by written notice to RBC any request for repairs, replacement, and maintenance that are the obligations of RBC.

5.9 Maintain insurance on ST. BARTS' personal property.

5.10 Provide security personnel for Sunday and weekday church activities on days and times mutually agreed upon by the parties. The parties will jointly share the expense of security personnel.

5.11 **Parking Spaces.** During the term hereof, RBC grants to ST. BARTS the use of 65 parking spaces in the RBC parking lot (herein the “**Parking Spaces**”) furthest from the RBC main buildings in a designated area of the RBC parking lot mutually agreed upon by the parties.

**5.12 Janitorial.** So long as ST. BARTS is not in default under the terms of the Agreement, RBC shall furnish, at RBC's sole expense, the usual janitorial services to clean the RBC Property and Facility, including sweeping and vacuuming of floors, removal and disposal of trash and garbage, cleaning of windows, and replacement of light globes or fluorescent tubes in the standard lighting fixtures installed by RBC. The expense of any other janitorial services over and above the usual services described above for special or holiday events, deep cleaning of the RBC Property and Facility or otherwise will be shared as mutually agreed by the parties.

**5.13 Maintenance and Surrender by ST. BARTS.** During the term of the Agreement, ST. BARTS shall maintain the RBC Property and Facilities and keep them free from waste or nuisance. At the termination of the Agreement, ST. BARTS shall deliver the premises in as good a state of repair and condition as they were in at the time RBC delivered possession to ST. BARTS, reasonable wear and tear and damage by fire, tornado, or other casualty excepted.

**5.14 Casualty/Condemnation.** If the RBC Property and Facilities are damaged by fire or other casualty or are condemned, then either RBC or ST. BARTS may terminate the Agreement by written notifying the other. Any Rent prepaid by ST. BARTS will be returned to ST. BARTS on termination.

**5.15 Default by ST. BARTS.** If ST. BARTS is in default for a period of more than ten (10) days in the payment of any rent payable under the Agreement or in the performance of any other provision of the Agreement, RBC may terminate the Agreement and regain possession of the RBC Property and Facilities in the manner provided by the laws of the State of Texas in effect at the date of such default or sue for damages or both.

**5.16 Reletting by RBC.** If ST. BARTS abandons or vacates the RBC Property and Facilities contrary to the terms of the Agreement, RBC may relet the RBC Property and Facilities for the account of ST. BARTS for the best rent and on the best terms reasonably obtainable. If RBC does not realize a sufficient sum from such reletting, after deducting the cost and expense to RBC of such reletting, to satisfy the rent provided in the Agreement, ST. BARTS agrees to satisfy and pay to RBC any deficiency in the monthly rent provided in the Agreement on the 1st day of any month in which such a deficiency is determined by RBC to exist.

**5.17 Subordination of the Agreement.** The Agreement and ST. BARTS' interest under the Agreement are and shall be subject, subordinate, and inferior to any lien or encumbrance placed on the RBC Property and Facility by RBC now or in the future, to all advances made under any such lien or encumbrance, to the interest payable on any

such lien or encumbrance, and to any and all renewals and extensions of such liens or encumbrances.

**6.0 ST. BARTS agrees not to:**

6.1 Create or permit a nuisance with any of ST. BARTS' use of the RBC Property and Facilities .

6.2 Change RBC's lock or security system without RBC's written consent.

6.3 Alter or modify the RBC Property and Facilities or construct any other improvements without RBC's written consent.

6.4 Allow a lien to be placed on the RBC Property and Facilities without RBC's written consent.

6.5 Assign the Agreement or sublease any portion of the RBC Property and Facilities without RBC's written consent.

**7.0 RBC agrees to:**

7.1 Obey all laws, ordinances, orders, public and RBC rules, regulations, and covenants applicable to the use, condition, and occupancy of the RBC Property and Facilities .

7.2 Maintain the public and common areas of the RBC Property and Facility lobbies, elevators, stairs, corridors, restrooms, walkways, courtyards, and parking areas, in reasonably good order and condition.

7.3 Maintain the structures of the RBC Property and Facilities, including, but not limited to, the roof, exterior walls (including windows), floors, and foundation in reasonably good order and condition.

7.4 Provide security personnel for Sunday and weekday church activities on days and times mutually agreed upon by the parties. The parties will jointly share the expense of such security personnel.

7.5 Use reasonable efforts to make repairs to the RBC Property and Facilities after the effective date of the Agreement for which it is obligated hereunder, provided RBC receives written notice of the condition and ST. BARTS has paid all rent then due.

RBC, in its sole discretion, will not be required to repair conditions existing prior to the date this Agreement was made or caused thereafter by ST. BARTS, its agents, personnel, employees, members, invitees, or visitors unless caused by normal wear and tear, and will not be required to recarpet or repaint the RBC Property and Facilities.

**8.0 Indemnification.**

8.1 ST. BARTS shall also release, indemnify, defend, and hold harmless RBC on demand for, from and against any and all losses, liabilities, suits, judgments, obligations, fines, penalties, claims, costs and expenses (including reasonable attorneys' fees) arising out of ST. BARTS' use of RBC Facilities and Equipment, including but not limited to, claims relating to products liability, property damage, personal injury, negligence, or death.

**9.0 Personal Property.**

9.1 Except as specifically provided herein, ST. BARTS, not RBC, is responsible for loss, theft of, or damage to any ST. BARTS' personal property or for any injury to its agents, personnel, employees, members, invitees, or visitors while located within the RBC Property and Facilities.

**10.0 Limitation on Warranties.**

10.1 RBC hereby expressly disclaims and excludes all Property and Facilities warranties.

**11.0 Limitation on Liability.**

11.1 RBC shall not under any circumstances be liable to ST.BARTS or any other party for:

(a). personal injury or property damage (except to the extent of the intentional, willful act or gross negligence of RBC its agents, personnel, employees or members).

(b) lost profits, work stoppage, lost data, computer hardware or software damage, failure or malfunction, or any other special, indirect, or consequential damages of any kind.

## **12.0 Compliance with Law.**

12.1 ST. BARTS, its agents, personnel, employees, members, invitees, or visitors shall not use the RBC Property and Facilities in any manner contrary to the laws and regulations of any federal or Texas law or any other governmental agency having jurisdiction thereof.

## **13.0 General Provisions.**

13.1 **Assignment.** ST. BARTS may not assign any rights or obligation of the Agreement without the prior written consent of RBC. In the event of any assignment, ST. BARTS shall remain responsible for its performance and that of any assignee under the Agreement. The Agreement shall be binding upon ST. BARTS, and its successors and assignees, if any. Any assignment attempted in violation of the Agreement may be void at the sole option of RBC.

13.2 **Force Majeure.** RBC shall not be responsible for any delays or failure to provide access or services to the RBC Property and Facilities due to acts of God, strikes or other disturbances, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, or other causes of any kind beyond the control of RBC.

13.3 **Governing Law.** The Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created under the Agreement are performable in Dallas County, Texas.

## **14.0 Prior Agreements Superseded.**

14.1 **Entire Agreement.** The Agreement (including all attached or referenced attachments) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. The Agreement cancels, supersedes and revokes all prior negotiation, representation and agreement between the parties, whether oral or written, relating to the subject matter of the Agreement. The terms and conditions of any purchase order or similar document submitted by ST. BARTS in connection with the services provided under the Agreement shall not be binding upon RBC.

14.2 **Severability.** If any provision of the Agreement is declared void or unenforceable, such provision shall be deemed severed from the Agreement, which shall otherwise remain in full force and effect.



## 15.0 **Insurance.**

15.01 **Comprehensive General and Professional Insurance.** At all times during the term of the Agreement ST. BARTS shall obtain and keep in force comprehensive general and professional liability insurance, including coverage for death, bodily or personal injury, property damage including products liability and automobile coverage, with limits of not less than \$1,000,000 each claim and \$3,000,000 each occurrence. All such certificates evidencing such insurance shall name RBC as an additional insured. ST. BARTS further represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of all such insurance and shall provide all such certificates to RBC upon request.

## 16.0 **Miscellaneous.**

16.1 **Binding on Heirs and Assigns.** Subject to the provisions of the Agreement against assignment of ST. BARTS' interest under the Agreement, all provisions of the Agreement shall extend to and bind, or insure to the benefit of, the parties to the Agreement and their heirs, executors, representatives, successors, and assigns of RBC or ST. BARTS.

16.2 **Rights and Remedies Cumulative.** The rights and remedies provided by the Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

16.3 **Amendments.** No amendment, modification, or alteration of the terms of the Agreement shall be binding unless the same be in writing, dated subsequent to the date of the Agreement, and duly executed by the parties to the Agreement.

16.4 **Notices.** All notices, requests and other communications that a party is required or elects to deliver shall be in writing (herein "**written notice**") and shall be delivered in person, by facsimile, electronic mail, or by a recognized overnight courier service, or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other party at the address set forth below or to such other address and addressees as either party may designate by notice given pursuant to this section.

If to RBC:

Redeemer Bible Church  
721 Easton Road  
Dallas, Texas 75218  
Attn: Elder Board, Chair  
Phone: (214) 340-3633  
Website: rbcdallas.org

With Courtesy Copy To:

James R. Hilliard  
1509 Bella Vista Dr.  
Dallas, Texas 75218  
Phone: (214) 621-2428  
Email: jrh1244@aol.com

If to ST. BARTS:

St. Bartholomew's Anglican Church  
721 Easton Road  
Dallas, TX 75218  
Att: Rev. Dave Larlee  
Phone: (214) 506-8718  
Website: stbartsdallas.org

With Courtesy Copy To:

Rev. David Larlee  
7066 Fremont St.  
Dallas, Texas 75231  
Phone: (214) 478-1414  
Email: dave@stbartsdallas.org

**16.5 First Right to Purchase.** In the event that during the term of the Agreement or any extension thereof, RBC elects to sell the RBC Property and Facility, ST. BARTS shall have the first right to purchase the RBC Property and Facility on terms and conditions mutually agreed upon by the parties. RBC shall give ST. BARTS written notice of its intent to sell the property and ST. BARTS shall have thirty (30) days thereafter to exercise its first right to purchase. ST. BARTS shall have a period of thirty (30) days which may be extended at the sole option of RBC to sixty (60) days following its exercise of its first right to purchase, to consummate the purchase of the RBC Property and Facility on the terms mutually agreed upon by the parties. Should the parties fail to consummate the sale of the RBC Property and Facility as provided in this paragraph, ST. BARTS first right to purchase may be voided, at the sole option of RBC, and RBC may thereafter consummate the sale of the RBC Property and Facilities to other third parties.

IN WITNESS HEREOF, the undersigned RBC and ST. BARTS execute the Agreement as of the day and year first written above.

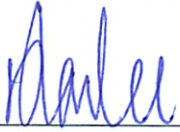
REDEEMER BIBLE CHURCH OF DALLAS, INC.

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

Printed Name: Kevin D. Stern

Title: Elder, Chair

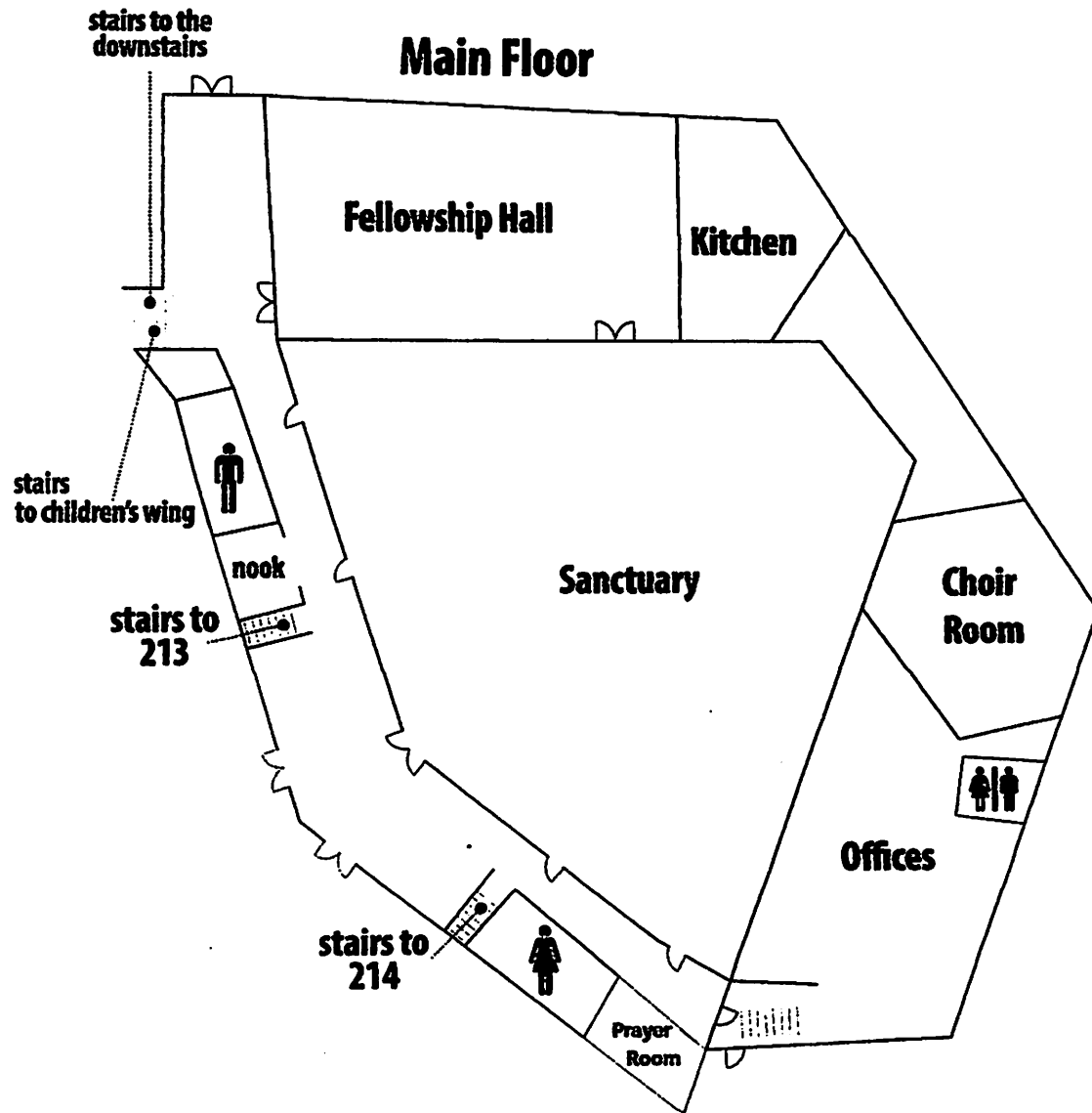
ST. BARTHOLOMEW'S ANGLICAN CHURCH

By: 

Printed Name: Rev. David Larlee

Title: Interim Rector

## Attachment A

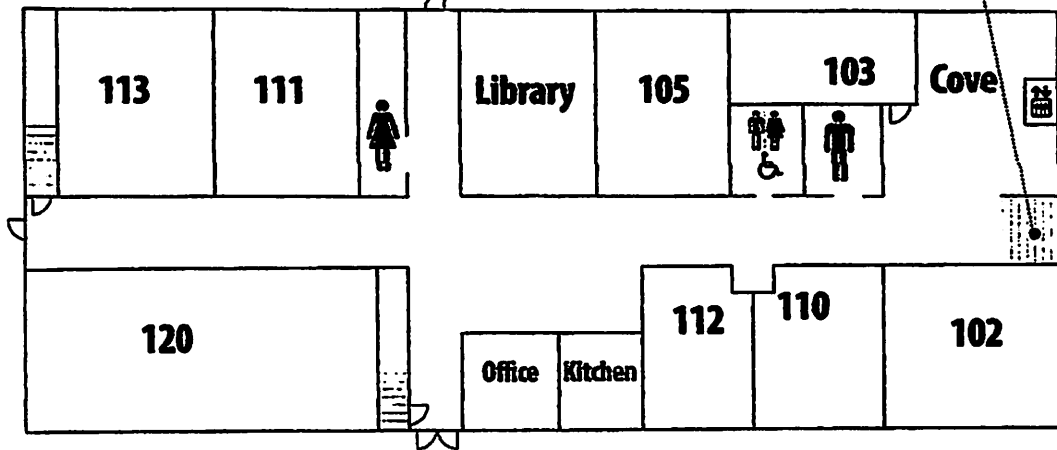


**Download a PDF of Map and Welcome Brochure [here](#).**

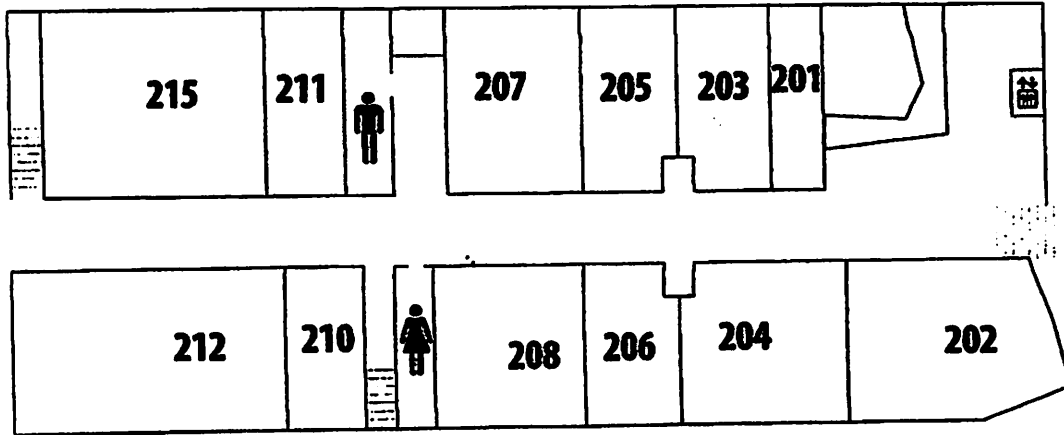
## Attachment B

### Downstairs Adult's Wing

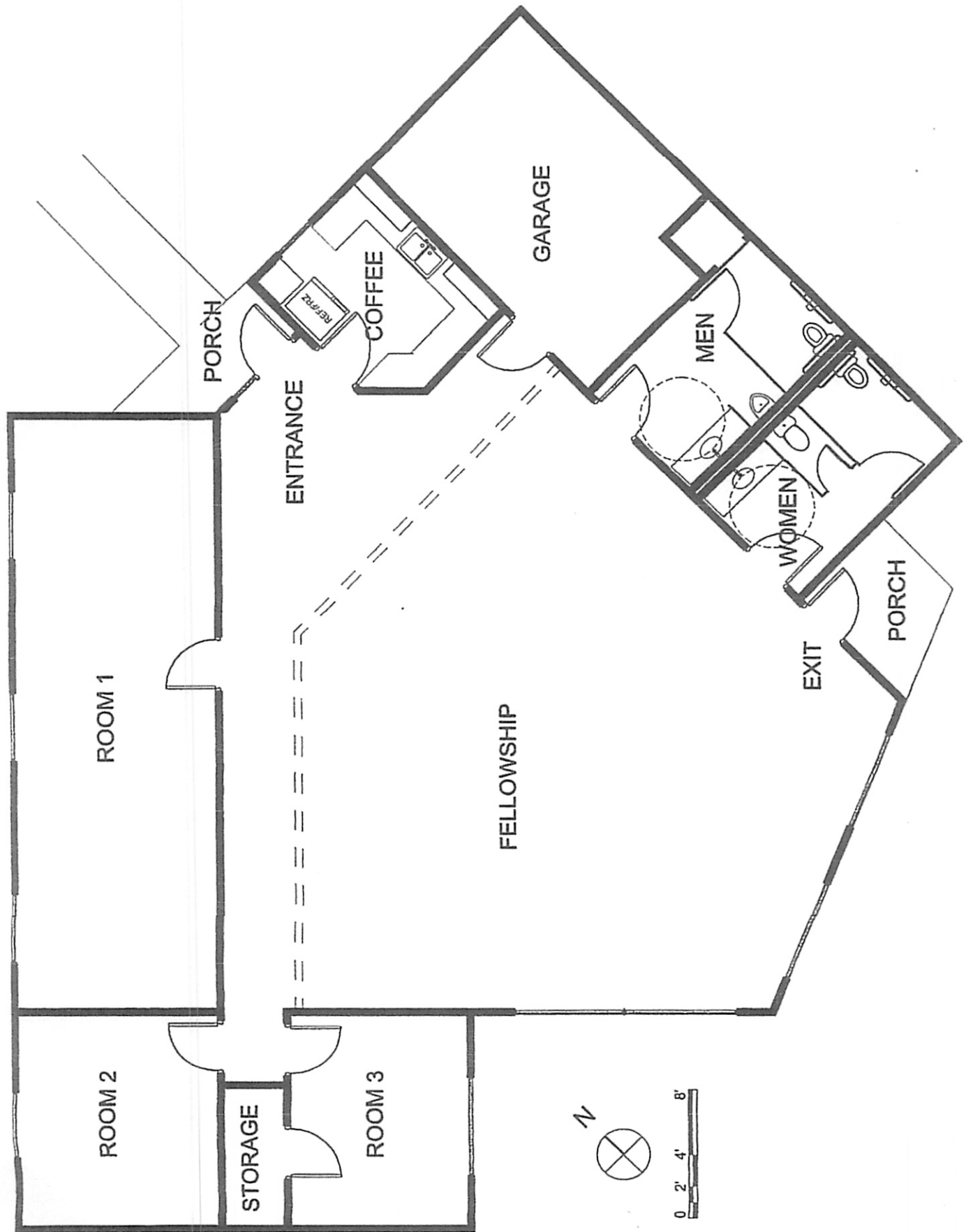
stairs to the main floor



### Upstairs Children's Wing

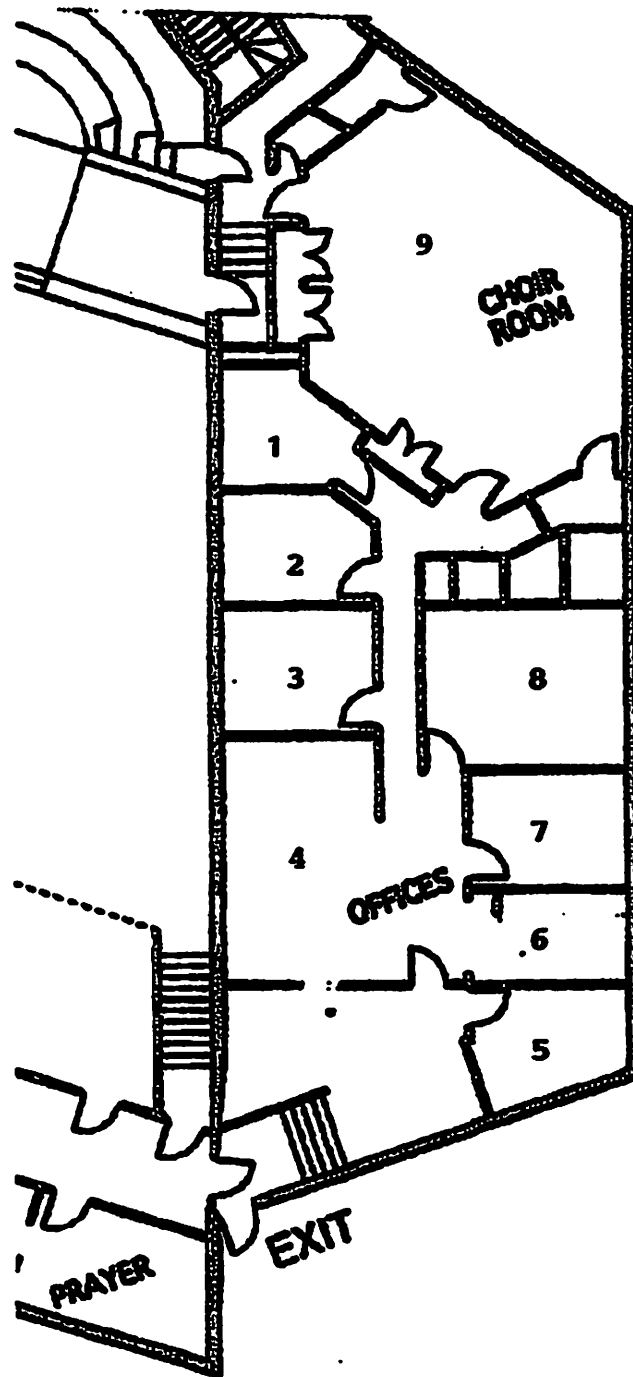


Attachment C



# Attachment D

## OFFICE



# Attachment E

## SECOND FLOOR MAIN

