

Non-Profit Community Space Usage Agreement



The terms and conditions of this Non-Profit Community Space Usage Agreement ("Agreement") govern the use of the Event Space (as defined below) provided by Boeing Employees' Credit Union, a Washington state-chartered credit union, having its principal office at 12770 Gateway Drive, Tukwila, Washington 98168 ("BECU") to the BECU Business Member Name, a Washington state registered non-profit organization ("Licensee").

WHEREAS, BECU owns the building, having an address listed on the Event Space Scheduling site (the "Building"); and

WHEREAS, Licensee desires to use the conference room, located in the Building as described on the Event Space Scheduling site (the "Event Space"), solely for a purpose described in the attached Space Usage and Eligibility Requirements Addendum (the "Event").

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Licensee agrees to the following:

1. Event Space.

BECU grants to Licensee a limited and revocable license to use the Event Space for the Event, together with the right to use all other areas in and about the Building which are used in common with others including, without limitation, the lobbies, elevators, stairways, rest rooms, delivery areas, and parking areas (collectively, the "Common Areas"). BECU permits the Licensee to use the Event Space only for the Event on the Event Date (hereinafter defined) during the Event Hours (hereinafter defined), subject to, and upon all the terms, covenants, and conditions contained in this Agreement. Licensee acknowledges and agrees that no more than number of individuals listed shall occupy the Event Space in the aggregate (including, without limitation, Licensee's invitees, employees, guests, contractors, service providers, or others connected, whether directly or indirectly, with Licensee).

2. Event Date and Event Time.

The Event will be held on date listed on the Event Space scheduling site (the "Event Date") during the time specified in pacific time, which includes setup and takedown time (the "Event Time"). Licensee, Licensee's Caterer, if any (hereinafter defined), and Licensee's other independent contractors, caterers, contracted vendors, and service providers retained by Licensee to provide services for the Event (collectively, "Licensee's Service Providers") will not have access to the Event Space at any time other than during the Event Time, unless Licensee receives prior written authorization from BECU.

3. Deposit and Fees.

(a) Licensee shall not be required to pay BECU for use of Event Space, provided however, BECU reserves the right to charge for any loss, damages, or expenses incurred during Licensee's use of Event Space.

(b) Licensee shall ensure Event Space and the Common Areas are left in the same or

similar condition as delivered to Licensee. If any repair and/or excessive cleaning is needed at the Event Space or the Common Areas by reason of the Event to bring the Event Space, the Common Areas, or both to the same or similar condition as delivered to Licensee a damage fee will be applied by BECU to the costs of such repair and/or cleaning;

4. Condition of the Event Space

BECU will provide the Event Space on the Event Date in accordance with the specifications set forth on Event Space scheduling site.

5. Licensee's Service Provider.

If Licensee is using a Service Provider for the Event, Licensee is responsible for payment to Service Provider of any fees. Licensee's Service Provider must clean the Event Space and Common Areas within the Event Time, leaving it in the same condition and working order as at the start of the Event setup. Licensee's Service Provider must remove all trash, composting, and recyclables from the Event Space and Common Areas. Failure to remove or clean the Event Space and Common Areas will result in additional fees being charged to Licensee.

6. Sound System and Equipment.

Event Space does not include the use or provision of any sound system, audio-visual equipment, computers, monitors, or other electrical or technical equipment, unless otherwise expressly agreed to in writing. Licensee shall be solely responsible for providing and setting up any such equipment at its own cost and risk.

7. Site Decoration.

Rearranging and moving furniture, artwork, lamps, seating, and other furnishings is not permitted. No nails, screws, staples, or penetrating items may be used on walls, wood, or other surfaces. All tape and gummed backing materials must be properly removed by Licensee and any damage to walls, wood, or other surfaces will be repaired by BECU, the cost of which shall be reimbursed by Licensee.

8. Conduct and Noise.

Smoking in Event Space, the Common Areas, or in or within twenty-five (25) feet of the Building, loitering, disparaging remarks, physical violence, or illegal activities is not permitted and will not be tolerated. Licensee acknowledges that the Event Space is located in a business and therefore agrees to control the noise level at the Event such that it does not create a disturbance. If BECU reasonably determines that the noise level is excessive, upon request by BECU, Licensee must immediately reduce the volume. Conduct deemed disorderly and/or noise levels deemed excessive, at the sole discretion of BECU, will be grounds for immediate expulsion from Event Space and the conclusion of the License.

The sale and service of drugs or alcohol is not permitted during Licensee's use of Event Space. The sale or service of any drugs or alcohol will be grounds for immediate expulsion from Event Space and the termination of this Agreement.

9. Liability and Assumption of Risk.

The Event Space is provided on a complimentary basis, "as-is," without any warranties or guarantees of any kind, express or implied. BECU shall not be liable for any injury, loss, damage, accident, or expense incurred by the Licensee or any third party in connection with the use of the Event Space including the Building, regardless of cause.

By using the Event Space, Licensee assumes full responsibility for all risks associated with the Building, Event, Event Space, including, without limitation, risks to personal safety, property damage, or theft. BECU shall not be responsible for providing insurance, security or emergency services, and makes no representation as to the suitability or safety of the premises for Licensee's intended use.

Licensee agrees to hold BECU harmless from and against any and all claims, liabilities, damages, or expenses (including reasonable attorneys' fees) arising out of or related to Licensee's use of Building and Event Space.

10. Compliance with Laws.

Licensee will, and will cause the Licensee's employees, agents, officers, directors, Service Providers and subcontractors (collectively "Licensee Representatives") including guests and Event Space attendees to comply with all applicable laws and obtain any and all required permits and licenses necessary to use the Event Space. Licensee may not and may not permit the Licensee Representatives to use the Event Space in any manner that would violate local, state, or federal laws or regulations related to Licensee's use of Event Space.

11. Indemnification.

Licensee hereby agrees to indemnify, defend, and hold harmless BECU, its officers, directors, employees, and agents, from any and all damages, liabilities, actions, suits, claims, costs (including reasonable attorneys' fees), penalties, or expenses arising out of or in connection with, in whole or in part, directly or indirectly: (a) the occupancy or use of the Event Space, the Common Areas, sidewalks, and other appurtenances to the Event Space, by Licensee, Licensee's Service Providers (if any), or any other invitee of the Event; or (b) any acts, errors, or omissions on the part of Licensee, its officers, directors, employees, or agents, including, without limitation, Licensee's Service Providers (if any). This Section 11 survives termination of this Agreement.

12. Permitted Use and Capacity.

Licensee is authorized, pursuant to the Agreement, to use Event Space for the Event and for no other purpose, unless BECU gives Licensee prior written authorization for additional permitted uses. Licensee acknowledges and agrees that the maximum capacity of the Event Space is provided on the Event Space scheduling site and Licensee will not exceed such limit. Failure to comply with this Section 12 is a breach of this Agreement and permits BECU to revoke the Agreement pursuant to Section 17 herein.

13. Access and Right of Entry.

BECU may enter Event Space at any time, without the consent of Licensee, for any reasonable purpose, including any emergency that may threaten damage to the Event Space, or injury to any person in or near the Event Space.

14. Cancellations.

Licensee agrees to notify BECU no less than 72 hours of scheduled Event in the event Licensee needs to cancel or no longer has a need to use Event Space. Licensee shall provide such notification to BECU to allow other non-profit business members to use the Event Space.

15. Safety, Security, and Emergency

BECU shall not be responsible or liable for the safety, security, or protection of the

Event Space, the Event, attendees, or any personal or professional property brought onto the premises. BECU does not provide security personnel or guarantee the security of the premises and makes no representations or warranties regarding the safety or security of Event Space.

In the event of an emergency, including but not limited to fire, severe weather, power outage, or any situation requiring evacuation, Licensee agrees to comply with all emergency and evacuation policies and procedures as communicated by BECU or its designated personnel. Licensee is responsible for ensuring that all attendees follow such procedures promptly and cooperatively.

16. Force Majeure.

Neither party will be liable for delay or failure to perform its obligations under this Agreement caused by a Force Majeure Event. "Force Majeure Event" means any of the following events: (i) acts of God; (ii) floods, fires, earthquakes, explosions, or other natural disasters; (iii) war, invasions, hostilities (whether war is declared or not), terrorist threats or acts, riots or other civil unrest; (iv) governmental authority, proclamations, orders, laws, actions, or requests; (v) embargoes or blockades; (vi) epidemics, pandemics, or other national or regional public health emergencies; (vii) strikes, labor stoppages or slowdowns, or other industrial disturbances; (viii) shortages of supplies, adequate power, or transportation facilities; and (ix) other events beyond the control of BECU.

17. Revocation of License.

BECU may revoke the Agreement at any time provided BECU provides written notice of such revocation to Licensee. BECU's right of revocation is subject to BECU's sole discretion including the following events: (a) breach of this Agreement by Licensee; or (b) the Event is of a nature that BECU finds subjectively inappropriate. In no event shall BECU be liable to Licensee for termination of this Agreement.

18. Notices.

Except as otherwise provided in this Agreement, all notices must be in writing and addressed to the other party at its address shown forth below (or to such other address that the receiving party may designate from time to time in accordance with this Section). All such notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid). If the party giving notice has complied with the notice requirements of this Section, such notice is effective upon receipt.

If to BECU:

BECU Tukwila Financial Center
12770 Gateway Drive, MS 1032-1
Tukwila, WA 98168
Attention: Legal Department

If to Licensee:

Address Listed on Event Space Scheduling Site

19. Assignment.

This Agreement may not be assigned by Licensee without the prior written consent of BECU.

20. Governing Law.

This Agreement will be construed in accordance with, and governed in all respects by,

the laws of the State of Washington, without regard to conflicts of laws principles.

21. Severability.

If any one or more parts of this Agreement is held unenforceable for any reason, the remainder of this Agreement will continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision will be deemed to be construed as so limited.

22. Headings.

The headings for each section herein are for convenience only and may not affect the meaning of the provisions of this Agreement.

23. Entire Agreement.

This Agreement constitutes the entire agreement between BECU and Licensee, and supersedes any prior understanding or representation of any kind. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement.

**BY ACCESSING OR USING THE EVENT SPACE DESCRIBED HEREIN, YOU
ACKNOWLEDGE AND AGREE TO THE TERMS OF THIS AGREEMENT.**

SPACE USAGE REQUIREMENTS AND ELIGIBILITY ADDENDUM

(Addendum to the Non-Profit Community Space Usage Agreement)

Eligibility and Access:

- **Must have active business non-profit membership. All accounts must be in good standing at the time of booking.**
- The organization's work must be focused in one of the following eligible giving areas:
 - **Advancing Education (Pre-K through college):** Access to education, mentoring, educational materials and programming, classroom/school and PTA funding for education programs/materials/experiences
 - **Arts & Culture:** Equitable access to arts experiences, underrepresented arts and cultural organizations, cultural programs
 - **Creating Economic Opportunity:** Living-wage jobs, small and startup businesses, job quality for low-wage workers
 - **Preserving Health and Promoting Wellness:** Access to healthcare, illness prevention/cure, mental health, patient support, disabilities, Veteran advocacy
 - **Preserving or Restoring the Environment:** Conservation, stewardship, sustainability
 - **Providing for Basic Human Needs:** Affordable housing, homelessness, senior advocacy, infant/child advocacy, food/diaper/clothing banks
 - **Strengthening Local Communities:** Neighborhoods, public safety, search and rescue, outdoor spaces, Rotary/Chambers of Commerce
- Social service or community programs provided by religious or faith-based organizations are eligible when all the following conditions are met:
 - Registered US-based 501(c)(3) nonprofit organization
 - Programs have a formal mission statement and separate program budget
 - The secular programs or services are offered to eligible participants without regard to their faith or willingness to participate in religious activities, and in compliance with BECU's non-discrimination policy (see above)
 - The group ensures that company contributions do not fund religious activities such as worship or proselytization
 - Business networking groups such as Chamber's Rotary, Toastmaster
 - Business training seminars for industries such as banking, mortgage, investments, trust, etc.
- Ineligible organizations include:
 - Political organizations
 - Religious or sectarian programs for inherently religious purposes (including but not limited to religious worship or proselytization)
 - Churches, Synagogues, Mosques, Ministries, other houses of worship or religious organizations unless for specific social programs that meet the criteria identified above

Scheduling and Duration

- BECU Community space is available Monday through Friday from 9am to 6pm. Some locations may also be available on Saturdays from 9am to 1pm

- Community space is closed on Sundays and all federal holidays
- No more than 4 hours per month maximum

Maintenance and Operation

- BECU is not responsible for set up or take down of your meeting supplies
- Community space must be reset to room standards following the conclusion of the meeting

Safety and Security

- BECU is not responsible for lost or stolen items
- In the event of an emergency, evacuate the building and follow BECU employee instructions until it has been deemed safe to return inside.

Restrictions and Prohibited Activities

- Food and beverages are permitted. Occupants are expected to clean up after their allotted time. All food, beverage, and meeting materials must be disposed of properly upon leaving.
- Promotional materials and advertising is not allowed
- Alcohol and smoking are restricted
- Access to BECU computers and monitors is not permitted