

MARS HILL CHURCH

Re: Separation and Release Agreement

Dear _____

This letter ("**Agreement**") sets forth our agreement regarding the terms of your separation of employment with Mars Hill Church ("**Mars Hill**"). Both you and Mars Hill desire that your separation be on an amicable basis and want to permanently resolve and avoid any disputes concerning your employment with and separation from Mars Hill as well as any other relationships with Mars Hill. Consequently, we have agreed as follows:

1. Date of Separation. Your last day of employment is _____ ("**Separation Date**"). Effective on the Separation Date you understand you will no longer be employed by Mars Hill.
2. Severance and Other Consideration. In addition to the payment of any wages and all sums earned or owed to you as of the Separation Date, as consideration for this Agreement, Mars Hill will:
 - (a) Pay you an amount equal to your current gross salary (less applicable deductions and legally required withholdings) through _____ ("**Severance Period**"). The initial payment will occur on _____ and payments will be made on the 15th and last day of each month (or sooner if 15th or last day of the month falls on a weekend or holiday) with your last payment being made on _____.
 - (b) Until _____ or sooner if other coverage from other employment goes into effect), allow you to continue to participate in Mars Hill sponsored medical/dental/long-term disability/vision benefits. Effective the day immediately following your Separation Date, Mars Hill will stop contributing to your Flexible Spending Account or Health Saving Account; however, you may continue to have the option to contribute to the account on a pre-tax basis. You may be eligible for continuation of benefits for medical/dental/vision coverage and will receive information explaining continuation of benefits coverage in a separate document. You will be ineligible to continue your retirement contributions through Mars Hill's retirement plan effective the day immediately following your Separation Date.
 - (c) You acknowledge and agree that said consideration and benefits constitute sufficient and adequate consideration for the enforcement of all provisions contained in this Agreement, and that after the Separation Date, you will receive no further salary, benefits, bonuses, vacation pay, sick pay, severance pay, wages in lieu of notice,

expense reimbursement or similar payments or compensation from Mars Hill except and to the extent set forth in this paragraph 2 above.

3. Release. In consideration of the above severance payments and consideration, you hereby on behalf of yourself and your spouse, agents, heirs, executors, estates, representatives, successors and assigns, irrevocably and unconditionally release and forever discharge Mars Hill and any and all of its members, elders, deacons, managers, directors, administrators, employee benefit plans, officers, affiliates, employees, agents, predecessors, successors and assigns from any and all actions, debts, liabilities, rights, attorneys' fees, costs, grievances, suits, causes of action, charges, EEOC charges (meaning your right to recover monetary damages arising out of said EEOC charges) claims and demands, whether known or unknown, which you have had, now have, or can, shall or may have against them in law or equity, under federal, state or other law, whether the same be upon statutory or common law claim, contract, tort or other authority, including attorney fees and costs, for any reason whatsoever, including without limitation any claims of discrimination, harassment, or retaliation on any basis including, among others, race, color, national origin, religion, gender, sexual orientation, age or disability under any law, including but not limited to Title VII of the Civil Rights Act of 1964 and the Civil Rights Act of 1991, 42 U.S.C. §1981 and §1982, the Age Discrimination in Employment Act, the Older Worker Benefit Protection Act, the Americans with Disabilities Act, the Family and Medical Leave Act, the Equal Pay Act, the Employee Retirement Income Security Act, the Fair Labor Standards Act, the Worker Adjustment and Retraining Notification Act, the U.S. Code, Labor, the Washington State Law Against Discrimination, the Washington State Family Leave Act, and any other federal, state, or local law or ordinance, public policy, whistleblower, contract, tort, common law or any law sounding in equity. By its terms, this Agreement includes not only claims arising before the effective date of this Agreement, but also any and all claims arising after such date which arise from the then-present effect of acts or conduct occurring before the effective date of the Agreement.
4. Indemnification. You agree that you will indemnify and hold harmless the parties released above against loss, including without limitation costs of defense and legal fees incurred by them, occurring as a result of any actions, causes of action, charges, claims or demands made or brought by you or on your behalf relating in any way to the claims released above. You further agree that in the event you breach any of your obligations under this Agreement, Mars Hill will be entitled to recover all monies paid to you under paragraph 2 above and to obtain all other remedies, provided by law or equity, including without limitation actual damages and injunctive relief; and that this clause does not constitute a liquidated damages provision such that Mars Hill would not be entitled to damages or other relief in addition to the recovery of monies paid to you under paragraph 2.
5. Confidential Information.
 - (a) You and your spouse agree at all times to keep in confidence and trust and not to use, divulge or otherwise disclose for any purpose any Confidential Information of Mars Hill. **"Confidential Information"** means any information pertaining to inventions,

improvements, modifications, discoveries, costs, profits, financial information, marketing, strategy, promotions, projections, estimates, procedures, donor lists or other related information, products, personnel, employee compensation, operational methods, concepts, technical processes and applications, members and church guests, including contribution history, serving records, contact information, appointments made with pastors, information discussed during meetings or counseling sessions, all personal information related to Mars Hill elders, employees, and any other business affairs and methods of Mars Hill and its affiliates, collaborators, consultants, suppliers, and customers, as well as any other similar information not readily available to the public, including without limitation any information supplied by third parties to Mars Hill under an obligation of confidence. Confidential Information may be contained in various media, including without limitation patent applications, computer programs in object and/or source code, flow charts and other program documentation, manuals, books, plans, drawings, designs, technical specifications, supplier and donor lists or membership rolls, internal financial data, and other documents and whether or not in written form and whether or not labeled or identified as confidential or proprietary. The obligations specified in this paragraph will not apply to any information that: (i) is or becomes publicly available without your breach of this Agreement; (ii) is received by you from a third party without restriction or obligation of confidentiality; or (iii) that the above-referenced parties (other than you) make generally available to other third parties without restriction. You represent and warrant that you have returned to Mars Hill all items (including electronic copies) containing or embodying Confidential Information, except that you may keep your personal copies of your compensation records and this Agreement. You further agree to fully comply with any and all other prior agreements or applicable law regarding the protection of Mars Hill's confidential information.

(b) You agree that any intentional or unintentional violation of your obligations under this paragraph 5 will cause irreparable harm to Mars Hill, and notwithstanding the provisions of paragraph 6 regarding mediation and arbitration, that Mars Hill shall have the right to enforce the provisions of this paragraph in any court of law or equity and to seek all remedies available to it, including without limitation, injunctive relief, monetary damages, costs and attorneys fees.

6. Christian Alternative Dispute Resolution. In keeping with 1 Corinthians 6:1-8, all disputes which may arise under this Agreement shall be resolved by mediation, and if not resolved by mediation, then by mandatory binding arbitration under the procedures and supervision of the Rules of Procedure for Christian Conciliation of the Institute for Christian Conciliation, or similar faith-based mediation and arbitration group. In the event that the Institute for Christian Conciliation ceases to exist during the course of this Agreement or should the use of the Rules of Procedure for Christian Conciliation fail to meet the procedural standards required under state law for mandatory binding arbitration, arbitration under this section shall be conducted according to the rules of the American Arbitration Association. Judgment upon an arbitration award may be entered in any court otherwise having jurisdiction. The parties each agree to bear their own costs related to any mediation or arbitration proceeding including payment of their own attorneys' fees. Either party may file a motion seeking temporary, preliminary and permanent injunctive relief from a court of competent jurisdiction

to prevent a breach of this Agreement by the other party in order to maintain the status quo until the underlying dispute or claim can be submitted for mediation or arbitration. You acknowledge that (i) you wish for any disputes between yourself and Mars Hill to be subject to the alternative dispute resolution procedures, including mandatory binding arbitration, described in this paragraph 6; (ii) you have access to a copy of the Rules of Procedure for Christian Conciliation for your review at www.peacemaker.net and you desire for those procedures to be used in any mediation or arbitration between you and Mars Hill; (iii) you are receiving adequate consideration for this provision, (iv) you fully understand the binding force and effect of this provision, including without limitation, that with arbitration you and Mars Hill are giving up the right to a trial by a Court or jury with respect to the matters covered in this Agreement, and (v) you are freely and voluntarily agreeing to mandatory arbitration of disputes herein.

7. Non-Disparagement. You and our spouse agree that you shall not make any negative or disparaging remarks about Mars Hill or its elders, deacons, officers, employees, managers, ministries or business practices.
8. Miscellaneous.
 - (a) You represent and warrant that you have made no assignment of any of your claims, rights or obligations described herein, or any part thereof, to any other person or entity.
 - (b) You and your spouse agree that you will keep the terms and conditions of this Agreement confidential.
 - (c) If any provision of this Agreement is declared invalid or unenforceable, the remaining portions of the Agreement shall not be affected thereby and shall be enforced. The language of this Agreement shall be construed as a whole, according to its fair meaning and not strictly for or against either of the parties hereto.
 - (d) This Agreement shall at all times be construed and governed by the laws of the State of Washington and the applicable provisions of the federal laws of the United States. Venue shall reside in King County, Washington.
 - (e) Nothing contained in this Agreement shall constitute or be treated as an admission by you or Mars Hill of liability, of any wrongdoing, or of any violation of law
 - (f) You agree that except as expressly provided in this Agreement, this Agreement renders null and void any and all prior agreements between you and Mars Hill regarding your employment; that this Agreement constitutes the entire agreement between you and Mars Hill regarding the subject matter of this Agreement; and that this Agreement may be modified only by a written document signed by you and a duly authorized officer of Mars Hill. You do not rely on any representation, promise, or inducement, other than covenants made in this Agreement.

- (g) You agree that this Agreement may be executed in counterparts, each of which shall be an original, but all of which shall together constitute one agreement.
9. Representations. You have the right to consult with an attorney of your choosing, at your own expense, before signing this Agreement, and you understand and acknowledge that whether or not to consult with an attorney is your decision. You expressly acknowledge that you have carefully taken sufficient time to consider this Agreement before signing and that you fully understand all provisions, covenants, releases and waivers contained in this Agreement. You are entering into this Agreement knowingly and voluntarily of your own free will, with the intent to be bound hereby, and have not been forced or coerced into entering into this Agreement. You acknowledge that this agreement is written in a manner calculated to be understood by you. You understand and agree that the amounts and benefits to be paid and other consideration to be provided to you by this Agreement are in excess of what you would be otherwise entitled to receive as a separated employee of Mars Hill.

[Signature Page Follows]

In the event this Agreement is acceptable to you, please date and sign below and return the original to me.

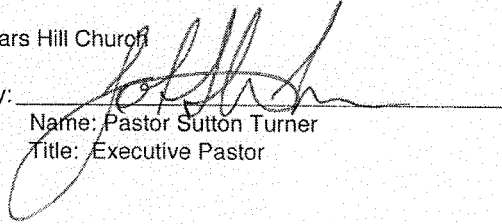
Sincerely,

Mars Hill Church

By: _____

Name: Pastor Sutton Turner

Title: Executive Pastor



PLEASE READ CAREFULLY

THIS AGREEMENT CONTAINS A GENERAL RELEASE OF ALL CLAIMS

BY: _____

By signing below, I acknowledge that I have carefully read this Agreement, have had full opportunity to consider and understand its terms and to seek advice of counsel of my choosing, and I am executing it freely and voluntarily and without any coercion, undue influence, threat, or intimidation of any kind.

Employee Signature

Date

Printed Name

Witnessed:

Witness Signature

Date

Printed Name