

Red Cedar Dharma Hall – Community Group Daily/Hourly Use Agreement

1. INTRODUCTION. The Red Cedar Dharma Hall, located at 1021 N. Forest St., Bellingham, WA 98225, is home to Red Cedar Zen Community (RCZC) and Bellingham Insight Meditation Society (BIMS). It is managed by RCZC, a non-profit organization, and made available for ongoing, scheduled use by other groups devoted to mindfulness and compassion.

2. DEFINITION: This Use Agreement is between RCZC and _____

(name of group or organization, hereinafter “User”) and governs the use of the Dharma Hall by the

User from _____ (date & time of start of use)

to _____ (date & time of end of use).

3. PREMISES: The RCZC agrees to lend **THE WHOLE** or the **UPSTAIRS ONLY (circle one)** of the Dharma Hall to the Community User, subject to the terms and conditions of this agreement.

4. PAYMENT: The Community User shall not be liable for a set amount of rent for the use of the Hall. Instead, the User shall **collect donations from attendees** and forward these donations directly to RCZC upon conclusion of the event.

5. DONATION RECEPTACLE: The Community User shall provide an easily identifiable, well-labeled receptacle for donations, to be placed in a well-trafficked location within the Dharma Hall.

6. DONATION APPEAL: The Community User shall make the following appeal at an appropriate time during the event:

“The Red Cedar Dharma Hall is managed by Red Cedar Zen Community, a small, non-profit religious organization. Red Cedar Zen has offered community groups like ours use of the Hall with no fees. We ask that each of you make a donation to help pay the Hall rent and utilities, which cost about \$3,500.00 per month. Red Cedar Zen counts on all users of the Hall to contribute so that the Hall can continue as a resource for mindfulness and compassion in Bellingham.”

7. DONATION SUBMISSION: Upon conclusion of the event, the Community User shall forward all collected donations directly to the RCZC. The Community User may put the donations in an envelope and place it in the mail slot in the lobby of the Dharma Hall, or promptly mail them to *RCZC, P.O. Box 5193, Bellingham, WA 98227-5193*. The Community User shall provide in writing the name of the Community Group and the event date on the donation envelope. (Make checks to: *Red Cedar Zen Community*.)

8. SCHEDULING PRIORITY: A Community Group User shall have lower scheduling priority than a Regular Renter in which rent is prepaid. In case of a scheduling conflict with a Regular Rental, a Community Group Use may be subject to rescheduling or cancellation, solely within the discretion of the RCZC. Every effort will be made to avoid cancellation through advance planning and cooperation.

9. DHARMA HALL PROPERTY: The Community Group User shall respect the Dharma Hall and all associated property within and without and shall be responsible for any damage thereto or theft thereof that may occur as a result of their use of the facility. The Community Group shall immediately repair any such damage to its original condition or be liable to the RCZC for the cost to repair or replace the damaged or stolen property and any other associated costs. The Community Group User shall not modify the Dharma Hall or anything permanently attached thereto. The Community Group User shall not use without prior permission, or misuse, Dharma Hall spiritual property, including, but not limited to, altars, incense, candles, cushions, bells, drums, and library contents. **To ensure building security, the User group leader shall not share the door lock code provided by RCZC with group participants or any other individuals.**

10. INDEMNITY: The Community Group User shall indemnify the RCZC or the Dharma Hall against any claims and damages, including any legal costs arising from the Community Group's use of the Dharma Hall, its grounds, or any associated property. The Community Group shall accept sole liability for the event or any liabilities associated thereto, including any liability related to the safety and welfare of an attendee. The Community Group shall accept full liability for the actions of attendees should those actions result in any damages or claims against the RCZC or the Dharma Hall.

11. INSURANCE: Any insurance of the Community Group or an associated party applicable to a loss that occurs relating to the Community Group's use of the Dharma Hall shall be primary and apply before any other insurance that might be carried by the RCZC or the Dharma Hall. If the Community Group has insurance that may apply to the event, the Community Group is requested to list the RCZC and the Dharma Hall as additional insureds. By signing this agreement, the Community Group acknowledges and accepts that the RCZC shall not provide the Community Group with insurance coverage or legal protection of any kind with respect to the use of the Dharma Hall.

12. PERSONAL PROPERTY: Neither the Community Group or any associated persons that visit the Dharma Hall during the Community Group event shall leave behind any items within the Dharma Hall without written permission of the RCZC. In no case shall the RCZC be liable for any personal property lost by the Community Group or any associated persons. Items left behind after the event will be treated as lost and found in accordance with Dharma Hall policies.

13. MODIFICATION: Any modification of the terms of this agreement shall be in writing and signed by each party or are otherwise invalid. This agreement is made under and shall be governed by the laws of the State of Washington.

14. CARE, CONDITION, AND OTHER CONSIDERATIONS: The Community Group User shall diligently care for the condition of the Dharma Hall throughout its use. Upon the conclusion of the use, the Community Group User shall clean and reset the Dharma hall, restoring it to at-least-as-good or better condition in which it was found. The Community Group User shall read and review the latest version of the document "Red Cedar Dharma Hall – Daily/Hourly Rental – Information & Policies" prior to the date and time of using the building. By entering into this agreement, the Community

Group User shall be bound to follow, mind, and uphold the "Policies, Rules, and Regulations" contained within that document, which are hereby expressly incorporated into this agreement.

15. CONTRACT RENEWAL: Contracts will be renewed at a minimum of twice a year. Continuing use of the Hall by Community Group Users and Regular Renters will be based on three conditions: 1) Users/Renters stay in good communication with RCZC (e.g., fill out and submit contractual documents, respond to emails or phone calls, and if needed, meet with Building Rental Manager, etc.), 2) Users/Renters follow the Rules and Regulations regarding use and conduct in the Hall, and 3) Users/Renters clean up and return the Hall to its original condition as described and illustrated in document on *Rental Information*.

This contract will be reviewed for renewal in discussion with the User in ---

_____ (month/year). At that time any needed adjustments in the Agreement can be made and the contract renewed, or the contract can be concluded.

16. SUMMATION: The Community Group hereby agrees to abide by the terms and conditions of this agreement; to be considerate of the Dharma Hall and associated grounds, buildings, and property, and to keep them in as good or better condition in which they were found; to maintain the security of the Dharma Hall and to keep unauthorized persons from entering or misusing the property within; and to remove any property brought into the Dharma Hall upon the conclusion of the rental.

AGREED TO AND ACCEPTED BY:

Print Group Name:

Print Responsible Party Name:

Responsible Party Signature: _____

Date: _____