Sansui-Ji Rental Agreement

Sansui-ji Zen Temple – Rental and Community Group Daily/Hourly Use Agreement

1. INTRODUCTION. Sansui-ji Zen Temple (the Temple)**,** located at 2509 Cedarwood Ave, Bellingham, WA 98225, is owned and operated by the Red Cedar Zen Community (RCZC), a non-profit religious organization, and made available for ongoing, scheduled use by other groups devoted to mindfulness and compassion. Sansui-ji is fully ADA accessible.

2. DEFINITIONS: This Use Agreement is between RCZC and __ (name of group or organization, hereinafter "User Group") and governs the use of the Temple by the User from __ (date & time of start of use) to __ (date & time of end of use). And for __ (any additional dates or times for a multi-session event).

This User is a **REGULAR RENTER** or a **COMMUNITY GROUP** (retain one).

3. PREMISES: The RCZC agrees to rent **CLOUD HALL,** the **ZENDO,** or the **FULL TEMPLE** (retain one) to the User Group, subject to the terms and conditions of this agreement.

4. DAMAGE DEPOSIT: A refundable cleaning and damage deposit of $300 is required to secure all bookings.

5A. RENTAL PAYMENT DUE (Regular Renters): The total payment for this rental agreement is: _____ according to these calculations from our rates sheet:_____.

Full payment is due within 30 days of completion of your rental.

5B. NO PAYMENT DUE by COMMUNITY GROUPS: The 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 REQUESTS of PARTICIPANTS by COMMUNITY GROUPS: The Community User shall solicit donations for RCZC from your participants at every meeting.

> You shall provide an easily identifiable, well-labeled **receptacle for donations** from your participants, such as a basket, to be placed in a well-trafficked location within the Temple.
>
> And the Community User shall make a **verbal appeal** at an appropriate time during every meeting similar to:
>
> *"Sansui-ji 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 temple with no fees. We ask that each of you make a donation to help cover their expenses in owning and operating this temple. 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."

6. RENTAL USE POLICIES I have read, and will abide by, the Sansui-ji Temple Facility Use Guidelines.

User Initials_____

7. DONATION SUBMISSION by COMMUNITY GROUPS: On at least a monthly basis, the Community User shall forward all collected donations directly to the RCZC. Donations may be placed in the RCZC donations box at the temple, mailed using our mailing address or made online at the donations page of our website with "The Sangha" selected and the Community Group's name noted in the comments.

8. RENTAL FEES PAYMENT BY REGULAR RENTERS: Full payment is due upon the completion of your rental. Payments delinquent by more than 30 days shall be subject to a 10% late fee.

9. SCHEDULING PRIORITY

COMMUNITY GROUPS: 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.

User Initials_____

REGULAR RENTERS: Your dates are confirmed and committed to by Red Cedar Zen Community upon the mutual signing of this agreement. Should we be unable to fulfill our agreement due to unforeseen circumstances such as a facility issue or Act of God, you will be refunded in full.

10. TEMPLE PROPERTY: All Users shall respect Sansui-ji Temple 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. User Groups 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. Group Users shall not modify the Temple or anything permanently attached thereto. User Groups and their participants shall not use without prior permission, or misuse, Temple 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.

Additional details on use of the Temple are specified in the Sansui-ji Temple Facility Use Guidelines. I have read, and agree to abide by, these guidelines:

User Initials _____

11. INDEMNITY: The User shall indemnify the Red Cedar Zen Community against any claims and damages, including any legal costs arising from the User's use of Sansui-ji Temple, its grounds, or any associated property. The User 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 User shall accept full liability for the actions of attendees should those actions result in any damages or claims against the Red Cedar Zen Community.

12. INSURANCE: Any insurance of the User Group or an associated party applicable to a loss that occurs relating to the User Group's use of the Temple shall be primary and apply before any other insurance that might be carried by the RCZC or the Temple. If the User Group has insurance that may apply to the event, the User Group is requested to list the Red Cedar Zen Community at 2509 Cedarwood Ave, Bellingham, WA 98225 as additional insured and provide a Certificate of Insurance. By signing this agreement, the User Group acknowledges and accepts that the RCZC shall not provide the User Group with insurance coverage or legal protection of any kind with respect to the use of the Temple.

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

14. 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.

15. CARE, CONDITION, AND OTHER CONSIDERATIONS: The User Group shall diligently care for the condition of the Temple throughout its use. Upon the conclusion of the use, the Community Group User shall clean and reset the Temple, restoring it to at-least-as-good or better condition in which it was found.

16. CONTRACT RENEWAL FOR ONGOING USE: Contracts for ongoing use, must be renewed annually. Continuing use of the Hall by Community Group Users and Regular Renters will be based on three conditions: 1) Users have remained 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 have followed the Rules and Regulations regarding use and conduct in the Temple, and 3) Users have left consistently left the Temple clean up and in its original condition after user.

17. PERIODS OF NON-USE BY ONGOING COMMUNITY GROUPS: Community Groups using the Temple in an ongoing way are responsible to notify the Rentals Manager for changes in their use including any period of planned nonuse of the temple (4 weeks or longer). Failure to notify the Rentals Manager will result in the assumption the temple is no longer needed and the immediate cancellation of this agreement.

18. CHANGES IN CONTACT INFORMATION BY ONGOING GROUPS: Groups using the Temple in an ongoing way are responsible to notify the Rentals Manager if there changes in the

contract person or that person's contact information. Inability by the Rentals Manager to contact an ongoing Community Group will result in loss of use privileges.

19. CANCELLATION OF BOOKING. You may cancel your booking at the Temple up to 1 week before the scheduled start date without incurrent rental fees.

20. SUMMATION: The Community Group hereby agrees to abide by the terms and conditions of this agreement; to be considerate of the Temple 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 Temple and to keep unauthorized persons from entering or misusing the property within; and to remove any property brought into the Temple upon the conclusion of the rental.

AGREED TO AND ACCEPTED BY:

Printed Group Name: _____

Printed Group Leader

email _____

Phone _____

Signature: _____

Date: _____

User initials_____ Rental manager initials _____ Date_____

Sansui-ji Temple Rental Documents & Links

- Sansui-ji Temple Facility Use Guidelines
- Sansui-ji Rental Contract
- Sansui-ji Release of Liability
- Sansui-ji Monthly Events Calendar (to check for availability)
- Sansui-ji Rentals Overview on the website
