



Rocky Mountain Ecodharma Retreat Center (RMERC) Rental Contract

Please review this contract, which includes Retreat Details (dates and cost) and Rental Rates, Policies, Terms, and Conditions. The signed contract is due 2 weeks from date of receipt. Your deposit is due 2 weeks after confirmation.

Organization: _____

Primary Contact: _____

Phone Number: _____ Email: _____

Starting Date: _____ End Date: _____ # of nights: _____

Rate tier: _____ Rate per person per night: \$_____

Check in is 4pm and checkout time is 1pm. To extend beyond these times, simply contact us at any time.

Extend earlier than 4pm or later than 1pm: \$_____ /person/night

Any group can opt-in to utilize RMERC's registration system. Please ask for further details at any time.

RMERC registration service (optional): \$_____ per participant +3% of transactions

Deposit Due: \$_____ x _____ Nights = \$_____

[Pay in full, or 50% immediately, 50% due 5 months before retreat begins.]

An invoice will be sent to the 'primary contact' after receipt of this completed contract

***RMERC may need to cancel a reservation in the case of emergency.
In that case any and all fees will be returned.***

I certify that I am authorized to execute this agreement and agree to abide by all RMERC policies, terms, and conditions. I and our organization agree to defend RMERC, indemnify it and hold it harmless from any and all claims associated with our use.

Print Name: _____ **Date:** _____

My printed name constitutes a legally binding agreement to this contract



RMERC 2023 Rental Rates, Policies, Terms and Conditions Rental Agreement

In response to an increase in COVID-19 cancellations and reduced occupancy to maintain COVID-19 safety, RMERC has implemented revised policies and procedures. Please read this rental agreement carefully before signing below. All renting organizations and their staff agree to abide by all details included here. Given the ongoing uncertainty of the times we are living in, these are subject to change, and we will notify you of any additional modifications if they are necessary.

1. Acceptable Activities at RMERC: The Center is a home for meditation in nature, Ecodharma, and other spiritual practice. We are open to group retreats from communities, spiritual traditions, and practices that are contemplative in nature. We do not host events that are recreational, celebration, or commercial, and we do not allow recorded or amplified music outdoors, pets of any kind (including service animals, as moose and bears become more dangerous in their presence), unaccompanied children under the age of 18, or recreational drugs including cannabis and alcohol. Please respect this.

2. COVID-19 Requirements: For as long as it is relevant, RMERC will continue to require proof of complete and current Covid vaccination for all retreat attendees including, teachers, yogis and staff. We will follow requirements and guidance regarding masks and distancing for fully vaccinated groups and allow individual retreats to impose more stringent requirements if they wish.

3. Rental Rates & Terms of Usage: We have two different sets of rates and policies for residential retreats: Dana-based & Regular. Day rentals are also available, calendar permitting. Rates are for retreat center rental only; meals are not included.

The Center was created through the generosity (Dana) of many people, and is a labor of love, not profit. **To qualify as a dana retreat, you must adhere to the following policies.** Please read them carefully. Your compliance with these policies may be audited by RMERC at any time. If you do not qualify for the lower dana rates, see regular rates below.

- a) Teachers, leaders, managers, and organizers are not paid, but only receive reimbursement of actual travel and retreat expenses. Voluntary donations (Dana) for teachers and staff can be asked for during the retreat but may not be required or have a set minimum. Cooks can be paid.
- b) After all direct retreat expenses are paid (costs for staff, travel, advertising, etc.), any profit, operating surplus, or set-aside for the organization overhead is less than 10% of the gross (total) retreat revenue. If you want to use a retreat as a fundraiser, please talk to us first.

c) Organizers must have some kind of scholarship or sliding scale so that people are not turned away from the retreat for reasonable lack of funds. You can charge everyone a bit more to help those in need or use any other mechanism you choose. We have scholarship money available for 2022 retreats, so please inquire if this can apply to your program. Usually, RMERC can pay up to 50% of any scholarships you award.

d) Dana rates do not contribute to our \$1M capital budget, but only cover direct operating costs. As a way of supporting us in turn, we request ten minutes at your retreat closing to ask participants to donate to RMERC.

e) Attendees (yogis) will be expected to help out with yogi jobs at the center (e.g. kitchen jobs, bathroom cleaning, lodge cleaning at retreat's end).

Dana Based Rates & Terms:

- **\$60** per person per night in summer (May 22 through Sept 25)
- **\$55** per person per night low season (before May 22, after Sept 25)
- **16** paid person minimum.
- For every **8 paid** participants, one staff person free (teacher, manager, cook). (i.e., 24 paid guests get 3 free staff).
- Reservations of 7 nights or more receive 10% off.
- Minimum of three nights, or two nights for weekday retreats (not including a Friday or Saturday) (cleaning covered by yogi jobs).
- **Deposit: \$350/night summer, \$300/night low season. At least 50% deposit plus signed contract required to hold a reservation.** Remainder of deposit due 5 months before first day of retreat. You must opt-in to this payment plan, otherwise you will be billed for the entire deposit at the time of confirmation. If deposit is not received, your reservation may be cancelled. Payment of any portion of the deposit constitutes acceptance of all terms and conditions herein and otherwise stipulated.
- **Occupancy** starts at 4PM the day of arrival and ends by 1PM the day of departure, without using the kitchen for lunch, if bringing your own cook.
- You can **extend arrival or departure time** for half the nightly rate for each day of extension.
- Overnight bookings include use of the lodge, including the kitchen, and the 180 acres of the center. The historic cabin is rented separately. Please respect adjacent private property where marked.
- **Maximum overnight occupancy** (whether camping or staying in lodge) is 30 people, including all participants and all of your staff, but not including our resident staff. Cabin occupancy of up to 3 people adds to this maximum for 33 people. (see below for details). There are no exceptions to these limits.

Regular Rates & Terms (for non-dana-based retreats):

- **\$80** per person per night in summer (May 22 Day through Sept 25)

- **\$75** per person per night low season (before May 22 or after Sept 25)
- **16 paid** person minimum.
- No discounts or free staff (every person at the retreat is paid for)
- You can charge as much as you like to the participants.
- Minimum of three nights or more required (Cleaning included). Rentals that do not include a Friday or Saturday night can be made for just 2 nights (\$200 cleaning fee required)
- **Deposit rates:** \$400/night summer, \$350/night low season. At least **50% deposit plus signed contract required to hold a reservation.** Remainder of deposit due 5 months before first day of retreat. You must opt-in to this payment plan, otherwise you will be billed for the entire deposit at the time of confirmation. If not received, your reservation may be cancelled. Payment of any portion of the deposit constitutes acceptance of all terms and conditions herein and otherwise stipulated.
- **Occupancy** starts at 4PM the day of arrival and ends by 1PM the day of departure, without using the kitchen for lunch.
- You can **extend arrival or departure** time for half the nightly rate for each day of extension.
- Overnight bookings include use of the lodge, including the kitchen, and the 180 acres of the center. The historic cabin is rented separately. Please respect adjacent private property where marked.
- **Maximum overnight occupancy** (including camping and staying in lodge) is 30 people, including all participants and all of your staff, but not including our resident staff. Cabin occupancy of up to 3 people adds to this maximum (see below for details). There are no exceptions to these limits.

Daylong Retreats

- The day use **flat rate** is \$250 for a weekday, \$350 for a Saturday, Sunday or holiday.
- Day use includes the land, meditation hall, and bathrooms.
- All cleaning must be handled by the program staff or participants. Alternatively, a \$100 cleaning fee can be paid.
- **Daylong deposits** are 50% of the applicable rate.
- Please inquire if you wish to hold a daylong: weekends are rarely available for daylongs.
- **Maximum daylong occupancy** is 40 people. There are no exceptions to this limit.

4. The Cabin: Our historic cabin, built in 1885, is being renovated, and will be completed for the 2022 season. While it will mostly be used for self-retreats, it will be available as an **optional add-on for your retreat.** The cabin is about the same distance from the lodge as the campground, and will be a totally self-contained space, including kitchen, bathroom, bedroom with two twin beds, and living area with pullout couch/bed. The cabin will be available to your retreat **if the leader is a Member of RMERC.**

The cabin will be ideal as a private space for a teacher or two, or up to three yogis, which increases your total capacity. If the cabin is part of your retreat, **the 1-3 people staying in it are added to your total maximum of 30 people (for a total of 31-33 people allowed overnight).**

- **Reserving the Cabin:** If you want to make sure the cabin is available for your retreat, you must book it and pay for it in advance before it gets reserved for a self-retreat. The Cabin can only be booked on the RMERC website, with its own terms and conditions. Bookings will be accessible only to RMERC members. When you book the cabin, you pay the regular nightly cabin rate at the time of booking on the website
- **Who can stay in the Cabin:** When booked as part of a retreat by an RMERC Member Leader, anyone including non-members can use the cabin, and linens are provided. You can add the cabin to your lodging options for yogis, or the Leader can use it themselves.

5. Public Retreats (i.e. using the RMERC Registration System):

- **RMERC is promoting all Public Retreats.** RMERC has hired marketing consultants and is doing extensive marketing on Google and social media, and our email list is receiving hundreds of sign-ups each month.
- All public retreats are **required** to use our Retreat Guru (RG) registration system. Every registration is subject to a uniform payment and cancellation policy.
- The cost to your retreat for using RG and our registrar is **\$25 per PERSON**, plus **3%** of the total charges for credit card fees. Please factor this cost into your pricing.
- The yogi registration fee is \$120 and is non-refundable. This fee goes toward the cost of the retreat, unless the yogi cancels, in which case the fee is retained by RMERC (see below). If the retreat leader rejects a registration, then the total fee is returned to the yogi and no fees are retained by either RMERC or the retreat leader.
- The balance of the cost of the retreat will be automatically charged 45 days before the retreat starts.
- Refunds due to cancellations are based on the following:
 - The \$120 registration fee is non-refundable and is retained by RMERC. For payments above \$120:
 - For cancellations related to job or business schedule, vacation, travel, or personal choice, **no refund**; except in the case that the retreat is full and the space can be filled from the wait list, in which case a **half refund** will be given.
 - For cancellations due to unforeseen loss of job, illness or injury of yogi or immediate family preventing attendance, or government action, **half refund**;
 - For cancellations due to death of yogi or of immediate family, full refund.
- **For cancellations, the non-refunded balance above the \$120 cancellation fee will be split 50% to the retreat and 50% to RMERC.** However, if your retreat is below minimum attendance requirements for lodging and/or food service, cancelled

yogis will count towards that minimum so there is not an additional cost to you for them.

- All public retreats need to provide complete retreat information to RMERC by January 15, 2023. We recommend that you send your information as early as possible for the listing.
- ALL INFORMATION IS IN HAND, RMERC will open registration to RMERC members on February 1. Registration will be open to the public on February 15.

6. Private Retreats

- Your final attendance numbers and payment of your retreat balance must be received at least one week before your arrival at the Center.
- If additional participants join after final payment, you can pay for their rooms before or on arrival. If fewer people show up than you paid for, and you want to offer partial refunds back to someone with a legitimate emergency, we will work with you to support this process. Please be prepared to show your refund policy to RMERC staff when requesting any additional refunds after the final payment has been made.
- Please pay your bill to RMERC by check or bank transfer. All payments made by credit card will incur a 3% processing fee.
- The RMERC Registrar tracks all participant registrations, including collection of RMERC waivers and Covid documentation, food preferences (for retreats using our resident managers as cooks), and passes all documentation along to our resident managers. These responsibilities require time and energy on the part of our registrar, and while the cost of these responsibilities is included in the retreat cost, we do not recoup our costs if a participant cancels. Once a participant is on our list for a retreat, if that participant cancels within 45 days of the retreat, regardless of reason, RMERC will charge your retreat a cancellation fee of \$60. Please take that fee into account in your cancellation/refund policy.

7. Private Retreats Using RG

- Private retreats can also use RG, but it is not required. See above for details of the registration system, including fees, refunds, cancellation policies.

8. Cancellation Policy and Refunds for Teachers: Please read this carefully. If RMERC is open and you cancel holding a retreat for any reason, including Covid, these terms apply. RMERC will not be making exceptions.

- **The first half of your deposit is nonrefundable.**
- Cancellation 5+ months in advance of reservation: any amount over the first half of the deposit that has been paid will be refunded.
- Cancellations of less than 5 months in advance of reservation: no refund is owed or guaranteed. If another group books some or all of the nights, then a pro-rated refund will be issued, up to half of the full deposit rate.

- Furthermore, if you are using Retreat Guru and cancel your retreat after registration has started, that would be a major blow to RMERC, our finances, and our reputation. Any retreat doing that will not only forfeit their deposit as above, but in addition, RMERC will charge \$60 for each yogi registration refunded to cover our costs (RG, credit cards, and our registrar all have costs for both registrations and cancellations). To be clear; your retreat is responsible for repaying RMERC \$60 for every registered and refunded yogi.

9. Closure If RMERC must close and cancel your event for *any reason*, including natural/accidental/political/health reasons, you will receive a full refund of all funds that you have paid to RMERC, including your entire deposit. RMERC has been able to operate during the past two seasons of Covid safely and legally, but we will follow public health orders for us to close.

10. Resident Manager With few exceptions, our resident manager(s) will be on the property for most or all of your retreat. You will find them an extremely helpful resource. They are interested in dharma, and if appropriate they may want to attend some of your sats and talks, which is up to you. In addition to helping with lodge logistics, they are experienced cook(s), and can be hired to cater your retreat. As they live in the lodge, they need to have their meals included by your group.

11. Retreat Manager All groups renting the center must have a designated Retreat Manager (for small groups it can be the teacher) who is not in total silence, and able and responsible to coordinate with your participants, our resident manager, and the cooks, in order to manage the retreat, the lodge, the grounds, and ensure that everything works smoothly.

12. Kitchen How you handle food, shopping, and cooking are up to you. You can cook yourselves, bring a cook(s), or hire the resident manager(s) to cook. Your retreat will probably have yogi jobs (work practice) where participants help with cooking and cleanup. All utensils, cooking items, service items, and kitchen equipment must be cleaned after each meal, the kitchen completely cleaned at the end of your retreat, and anything broken must be replaced or repaired.

13. Cleaning The lodge will be clean upon your arrival. If paying regular rates one full cleaning is included at the end of your retreat (excepting kitchen above which must be left clean after each meal and cleaned at the end by your kitchen staff), and bathrooms will be maintained by our staff; your staff can expect to stay on top of anything else in order to minimize disturbances. Dana-based retreats will have participants sign up for yogi jobs (work practice) to take care of ongoing cleaning as well as cleaning at the end of retreat and assisting cooks with meal preparation and cleanup as well.

14. Linens Two sheets, a pillowcase, pillow, two blankets, and a towel are supplied for each lodge guest, including glamping. Campers get a towel. For retreats 8 nights or more, a change of linens will be provided halfway through.

15. Parking and Carpooling Please take steps to facilitate carpooling for your retreat. Regardless of retreat size, there are spaces for just 22 cars at the center. All cars associated with your event must park in our guest parking lot. For day long retreats please carpool from Boulder: the Four Mile Trail parking lot on Lee Hill Dr. just west of Broadway can be a good place to carpool from for day use (no overnight parking). Absolutely no parking is allowed on Overland Rd., or next to the lodge.

16. Wildlife The area is home to abundant wild animals, including rodents and bears, that will try to enter the lodge to search for food. Doors must remain closed securely at all times. First floor windows can be open for air circulation when people are present, but should be closed and latched when empty and at night. Renter is responsible for all damages should an intrusion occur through an open or unsecured door or window. There are moose on the property; they can be dangerous if confronted or surprised. Do not get between a mother moose and a baby.

17. Safety and Health There is a phone in the lodge: 303-459-1012, which is for emergency use only. The nearest 911 Emergency Services are just a few miles away. There is a first aid kit in the lodge by the east door. We are not responsible for the health and safety of your participants. The altitude at the center is 8500': occasionally people coming up from sea level experience altitude effects, so please advise them on preparation, symptoms and remedies. Staying overnight in Denver or Boulder (at 5300') before a retreat is a great way for people coming up from sea level to acclimate. Drinking plenty of water is key.

18. Contact and Internet There is no cell service at RMERC. The landline phone number, 303-459-1012, can be shared with your participants for emergencies only. There is wifi at the lodge, and we will give the code to your staff for their use only. Our use is metered and limited, and no participant use, video streaming or sending of photos is permitted. You are not allowed to give out the wifi password to your attendees, for any reason. If attendee use is noticed or detected the password will be changed and your staff will not get the new one.

19. Lodge Maintenance The lodge was built in 1939 and is a historic building, so please treat it tenderly. All maintenance needs should be reported immediately to the resident manager.

20. Fire Forest fire is an ever-present concern. Campfires are only allowed in the fire ring by the barn, not anywhere else, for any reason. They must be doused completely with water when done, and never left unattended. The county bans all fires when conditions are dry, and if a category 2 ban is in effect, we will notify you, and no campfires will be allowed. Stacked firewood is usually available in the barn, but gathering down or dead wood in the forest is fine if it is not.

Smoking is *strictly prohibited* at all times anywhere except in the gravel parking lot, and butts must be crushed and then put in the trash in the lodge. Matches, lighters, candles,

incense or fires of any kind are *prohibited* anywhere in any building, except that a single incense stick is allowed in the meditation hall, while occupied, if the holder is placed on a metal or ceramic tray or plate that is twice as wide as the height of the stick.

21. Hiking Our land includes many beautiful trails and sitting spots, and trail maps are provided. To prevent erosion and people getting lost, hiking off trail is not permitted: please stay on the trails. People walking alone can go off trail a few feet to find a place to sit, but group sits must be in designated areas only.

22. Orientation A group orientation (and materials) will be provided by the resident manager on the first day of arrival, and must be attended to carefully by all of your staff and guests. You are responsible for making sure all of this happens; please leave half an hour for this on your arrival day. All guests including your staff are required to sign the RMERC waiver before or upon arrival. There are no exceptions.

23. Dana for the Center Our resident manager will give a short Dana (donation) talk to the participants at the end of your retreat. While your rental covered a share of our operating costs, we are 100% dependent on donations for all of our capital expenses, including buying the property and renovating the buildings and infrastructure

If any of these terms are unclear, or if any policy modifications are necessary for your specific program, we will be glad to discuss them with you.

Please send an email to registrar@rmerc.org with any questions.

The signed contract and deposit are due within two weeks after receiving the packet for confirmation of your retreat.

I certify that I am authorized to execute this agreement and agree to abide by all RMERC policies, terms, and conditions. I and our organization agree to defend RMERC, indemnify it and hold it harmless from any and all claims associated with our use.

Agreed to and signed by:

Organization: _____

Name: _____ **Date:** _____

My printed name constitutes a legally binding agreement to this contract.