

V. Residential Program (DRAFT)

A. Expectations

Residential Training at Chobo-Ji

Potential residents must have been members of Chobo-Ji for at least 6 months prior to making application as a resident, and have attended at least one sesshin at Chobo-Ji.

The purpose of residential training is to establish stability of practice for the community. In order to do that, we make a sustained, wholehearted commitment to practice. We each support and encourage each other in our training, and by taking responsibility for ourselves, we can extend this to the community and world at large. We work to maintain and sustain an atmosphere of training during our time here.

In practical terms, this includes the following responsibilities:

1. Zazen

Sit at least three (3) zazen periods each week; residents who cannot maintain this commitment will determine, with the abbot, an individual zazen schedule. [Attend at least one weeklong sesshin a year (spouses of residents are exempt from this requirement).]

2. Study

Study regularly with the abbot, including dokusan (spouses of residents are exempt from this section). Course of study and frequency of dokusan will be determined by the abbot and each resident.

3. Samu

Spend at least one hour a week maintaining the temple. Carry out agreed-upon samu assignments. These may include regular assignments (flowers, opening/closing altars, program committee work, office work, trash, etc.) and samu to meet seasonal or immediate needs (snow shoveling, sweeping, carpentering, planting, watering, weeding, etc). Be mindful and take responsibility for security, safety, lighting, litter and spills, supplies, etc.

4. Cleaning

Leave all public areas you use as clean as, or cleaner than, you found them. The zendo and related common spaces (kitchen, lounge, shoe and coat areas, bathrooms and so on) and the outdoor areas used by everyone are public areas. This includes bathrooms, pantry/jisha closets, work areas, etc. Do not leave personal items in public areas.

5. Sangha Meetings

Participate regularly in resident and broader sangha meetings.

6. Participation

Participate in the Chobo-Ji schedule and programs (spouses of residents are exempt from this section). Learn and take responsibility for filling Chobo-ji officer positions as assigned, such as in the Zendo and for sesshin.

7. Fiscal Responsibility

Be fiscally responsible. This includes paying resident tuition on time and taking the initiative when special arrangements need to be made, as well as meeting communal food obligations.

8. Relationship

Live in a harmonious way with the Sangha by honoring commitments and supporting each other's practice. This includes resolving conflicts in an appropriate and timely manner, guided by the reconciliation policy established in 2009.

9. Community Service

Develop and sustain a positive relationship with the community and neighborhood. This may include community service activities such as neighborhood clean-up, attending neighborhood meetings, keeping the grounds and buildings neat (leaves raked, grass mowed, etc.), patronizing neighborhood businesses, and getting to know others in the neighborhood.

B. Application Process

An applicant will initiate the process by the completion and submission of a Tenant Lease/Rental Application and a Residential Training Application.

Applicants will be interviewed by the abbot and another board member representing the broader sangha, and information about them will be shared with all current residents.

The applicant shall be informed and asked about issues regarding criminal history and any relevant physical and mental medical issues. The purpose of this is to safeguard the existing residents and provide information in the event of a medical emergency.

If the initial interview is positive, the applicant and current residents will have an opportunity to meet together, and pertinent information about the applicant will be shared. Resident feedback from this meeting will be considered in making a final determination about residency. If a resident has major concerns about a potential resident, he/she should voice them. Generally, a person will not be invited to join the program if a current resident objects.

If all current residents and the abbot agree that a potential resident will be a good "fit" for the residential training program, an invitation will be extended to that person. The interview process may include a trial residency period.

If an invitation is extended to the applicant, the applicant will complete and submit the residential student contract. Acceptance of the contract by the board completes the application process.

The potential resident will have already had an opportunity to read and ask questions about these guidelines. However, when a person moves in, the head resident clergy is responsible for providing an orientation to him/her, in order to support his or her practice here and lay a foundation for the person's training. The orientation will include presentation of the "residential practice agreement," discussion of each of the responsibilities outlined above, and discussion of the person's strengths and limitations (health issues, etc.).

VI. Appendixes

A. Fees

1. Pet Fee

If a tenant or resident requests a dog or cat to live at the Horton Zen House then a \$300 pet fee is required along with the pet agreement form.

2. Tenant Rental Fee

2.1 Rent

- Apartment 1 \$825/month
- Apartment 2 \$845/month
- Apartment 3 \$925/month
- Apartment 4 \$900/month
- Apartment 5 \$1075/month
- Apartment 6 \$925/month
- Apartment 7 office
- Apartment 8 AirB&B or \$825/month

2.2 Rent Increases / Decreases

Changes to the monthly rent are at the discretion of the Chobo-Ji board.

2.3 Deposits

The deposit for an apartment is \$500.

The non-refundable amount of the deposit is \$100 dollars. The non-refundable amount covers carpet cleaning, and repairs beyond normal wear and tear.

2.4 Additional Key Fee

Deposit for additional keys will be \$10 per key. Deposits will be refunded at the time key(s) are returned.

3. Residential or Non-resident Training Fee

3.1 Monthly Training Fee

The residential training fee is \$75 per month.

3.2 Training Fee Changes

Changes to the monthly training fee is at the discretion of the ChoBo-Ji board.

4. Zendo/Kitchen Rental Fee

The zendo/kitchen may be rented at the discretion of the Chobo-Ji board or the apartment manager. Fees are at the discretion of the Chobo-Ji board or the apartment manager.

B. Tenant Rental Application

Name		Social Security Nr.		Driver License Nr.		Date of Birth	
Home Phone Nr.				Work Phone Nr.			
Names, Birthdates, & Relationship of every person to live with you							
Rental History							
Current Address		Prior Address			Prior Address		
Street		Street			Street		
City State		City State			City State		
Rent/Own		Rent/Own			Rent/Own		
Month payment \$		Month payment \$			Month payment \$		
Mgr name/phone		Mgr name/phone			Mgr name/phone		
How long(mo/yr) from		From To			From To		
Employment							
Present Occupation		Prior Occupation			Prior Occupation		
Position							
Employer							
Address							
Phone							
Supervisor							
How long?							
Gross Monthly Salary							
Vehicle and Loan Reference							
Auto #1 (make/model)		License Nr.		State	Car payments made to:		Monthly. pymt
Auto #2 (make/model)		License Nr.		State	Car payments made to:		Monthly. pymt
Insurance Co.			Agent			Phone Nr.	
Bank Reference							
Name of Bank/Credit Union		Checking Savings			Branch		
Name of Bank/Credit Union		Checking Savings			Branch		
Credit Card or other credit ref.		Issuing Company			Monthly pymt		
Credit Card or other credit ref.		Issuing Company			Monthly pymt		
Emergency Contact							
Name of Nearest Relative		Relationship	Address	City	State	Zip	Phone
Emergency Contact		Relationship	Address	City	State	Zip	Phone
Personal Reference		Relationship	Address	City	State	Zip	Phone
Have you been convicted of a crime? Y N		Judgment against you? Y N		Evicted? Y N		Bankruptcy? Y N	
I declare that the statements above are true & correct, & I hereby authorize verification of references given & a credit check. I understand and agree any omission or misrepresentation on this application will be sufficient cause for denial of my application for rent & / or termination of my tenancy upon 3 days notice by manager.				Signed			Date

C. Lease/Rental Agreement

Form 68
Lease/Rental Agreement
Rev. 9/02
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LEASE / RENTAL AGREEMENT

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Northwest Multiple Listing Service
ALL RIGHTS RESERVED

This Agreement dated _____, 200_____ 1
is made and entered into between _____ ("Lessor"), 2
by and through his/her "Lessor's Broker" and _____ ("Tenant") 3
for the "Property" commonly known as _____ 4
in _____, _____ County, Washington. 5

If this Agreement is for a term of more than one (1) year, the legal description of the Property will be attached as Exhibit A. 6

1. **SECURITY DEPOSIT.** Lessor acknowledges receipt from Tenant of the sum of _____, which is being 7
deposited in a trust account in _____ Bank, 8
_____ Branch, in _____, WA. Lessor or Lessor's 9
Broker will give written notice of any change in said depository. This deposit is security for performance of Tenant's obligations 10
pursuant to this Agreement, including but not limited to payment of rent, and to indemnify Lessor for damages to and cleaning 11
of the Property for which Tenant is responsible. 12
A written "Move In/Move Out Inspection Agreement" describing the condition and cleanliness of and any damage to the 13
Property and furnishings will be signed by Lessor or Lessor's Broker and Tenant upon commencement of tenancy and a 14
written copy given to Tenant. NO SECURITY DEPOSIT MAY BE COLLECTED UNLESS THIS CHECKLIST IS COMPLETED. 15
Within fourteen (14) days after termination of tenancy and vacation of premises (or abandonment of premises), Lessor will give 16
Tenant a full and specific statement of the basis of retaining any of the deposit and a refund of any portion due Tenant, 17
addressed as Tenant directs or in the absence thereof, to Tenant's last known address. If the deposit is insufficient to 18
reimburse Lessor for such damages and cleaning, Tenant agrees to pay any deficiency on demand. 19

2. **POSSESSION.** In the event Tenant fails to take possession on the date indicated below, Tenant agrees to pay rent for the 20
number of days the Property remains vacant. If, through no fault of Lessor or Lessor's Broker, Lessor cannot deliver 21
possession of the Property to Tenant on the date indicated below, Lessor shall not be liable to Tenant for damages. 22

3. **TERM (Check one).** 23

a. **LEASE.** This Agreement is for a term of _____ commencing on _____ 24
This Agreement shall end at midnight on _____ 25
Tenant must vacate the Property and surrender possession on the last day of the term. If Tenant holds over without 26
the prior written consent of Lessor, Tenant shall be liable for rent and all other damages sustained by Lessor because 27
of such holdover. If Tenant vacates prior to the expiration of the term, the security deposit shall be forfeited and Tenant 28
shall be obligated for the rental payments for the remainder of the term, or until the Property has been rerented, 29
whichever is less. 30

b. **MONTH-TO-MONTH.** This Agreement is for a month-to-month tenancy commencing on _____ 31
Lessor or Tenant may terminate this Agreement only upon written notice received by the other at least 20 days prior 32
to the end of each monthly rental period. If any such notice of termination is not received at least 20 days in advance, 33
then it shall not be effective until the end of the next following monthly rental period. 34

4. **RENT.** The rent is _____ per month, payable in advance and due on or before the first day _____ day of each 35
month commencing on the first month of the term. Each monthly rental period shall begin on the day rent is due. Rent shall be 36
paid to Lessor's Broker at the address shown below to Lessor at the address shown below. Lessor acknowledges 37
receipt of _____ as the first and _____ month's rent. 38

5. **UTILITIES.** Tenant shall pay all utilities when due except: water sewer garbage _____ 39

6. **OCCUPANCY/SUBLETTING.** The Property is rented as a private residence only for the following named persons: 40

Tenant shall not assign this Agreement, sublet all or any portion of the Property, nor give accommodation to any roomers or 42
lodgers, without the prior written consent of Lessor or Lessor's Broker. 43

7. **MAINTENANCE.** Tenant will at all times maintain the Property, including any yard and lawn, in a neat and clean condition 44
and upon termination of this Agreement will leave the Property in as good condition as it is now, reasonable wear and tear 45
excepted. Tenant agrees not to make any alterations or improvements to the Property without Lessor's prior written approval. 46

INITIALS: TENANT _____ DATE _____ LESSOR _____ DATE _____ 47
TENANT _____ DATE _____ LESSOR _____ DATE _____ 48

LEASE / RENTAL AGREEMENT
(Continued)

8. **INSPECTION/SALE.** It is agreed that Lessor may enter the Property to inspect it or make alterations or repairs at reasonable times and, except in emergencies, will give two days' notice to Tenant. If Lessor wishes to show the Property to actual or prospective purchasers or tenants, only one day's notice of intent to enter shall be required. 49-51
9. **RENT LATE CHARGE/NSF CHECK.** If any rent is not paid on or before the due date, Tenant agrees to pay a late charge of _____ for each day that the same is delinquent, including the day of payment, up to a maximum of 10% of one month's rent, or _____ . 52-54
Tenant agrees to pay a charge of _____ for each NSF check given by Tenant to Lessor. Lessor shall have no obligation to redeposit any check returned NSF. 55-56
In addition to the foregoing, Lessor may elect to terminate this Agreement for nonpayment of rent. Lessor shall notify Tenant of late rent and NSF check charges and the same must be paid within 5 days. 57-58
10. **RULES.** The attached Rules on page 4 are a part of this Agreement and failure to abide by them will constitute default under this Agreement. 59-60
11. **ATTORNEYS' FEES.** In the event it is necessary for either party to employ an attorney to enforce any terms of this Agreement, the prevailing party is entitled to reasonable attorneys' fees as provided for by law. In the event of a trial, the amount shall be as fixed by the Court. 61-63
12. **WAIVER OF SUBROGATION.** Lessor and Tenant hereby release and waive for the duration of this Agreement and any extension or renewal thereof their respective rights of recovery against each other for any loss resulting from perils of fire and/or extended coverage as defined in fire insurance policies issued to either Lessor or Tenant in effect at the time of the loss; provided that such waiver and release shall apply only in the event such agreement does not prejudice the insurance afforded by such policies. 64-68
13. **NONREFUNDABLE FEE.** Tenant agrees to pay prior to occupancy, a nonrefundable fee of _____. This nonrefundable fee shall not be returned under any conditions. 69-70
14. **PETS.** No dogs, cats or other animals will be permitted on the Property without the prior written consent of the Lessor or Lessor's Broker and without a fully executed Pet Agreement (NWMLS Form No. 68B). 71-72
15. **PERSONAL PROPERTY.** Tenant agrees that all personal property kept in or on the Property is at the risk of the Tenant. Tenant is specifically advised of the availability of and is encouraged to obtain insurance for such personal property. 73-74
16. **SMOKE DETECTOR.** Tenant acknowledges and Lessor certifies that the Property is equipped with a smoke detector(s) as required by RCW 48.48.140 and that the detector(s) has/have been tested and is/are operable. It is Tenant's responsibility to maintain the smoke detector(s) as specified by the manufacturer, including replacement of batteries, if required. In addition, if the Property is a multi-family building (more than one unit), Lessor makes the following disclosures: 75-78
(a) The smoke detection device is hard-wired battery operated. 79
(b) The Building does does not have a fire sprinkler system. 80
(c) The Building does does not have a fire alarm system. 81
(d) The building has a smoking policy, as follows: 82-84

 The building does not have a smoking policy. 85
(e) The building has an emergency notification plan for occupants, a copy of which is attached to this Agreement. 86
 The building does not have an emergency notification plan for occupants. 87
(f) The building has an emergency relocation plan for occupants, a copy of which is attached to this Agreement. 88
 The building does not have an emergency relocation plan for occupants. 89
(g) The building has an emergency evacuation plan for occupants, a copy of which is attached to this Agreement. 90
 The building does not have an emergency evacuation plan for occupants. 91
Tenant hereby acknowledges receipt of a copy of the building's emergency evacuation routes. 92
17. **AGENCY DISCLOSURE.** If real estate licensees are involved in this transaction, then at the signing of this Agreement, Lessor's Agent represents Lessor both Lessor and Tenant. The Tenant's Licensee represents Lessor Tenant both Lessor and Tenant neither Lessor nor Tenant. 93-95

INITIALS: TENANT _____ DATE _____ LESSOR _____ DATE _____ 96
TENANT _____ DATE _____ LESSOR _____ DATE _____ 97

D. Resident Training Application

Last Name _____
First Name _____
Street Address _____ Apt. No. _____
City _____ State _____ Zip _____
Place of Birth _____ Birth Date _____ Sex ____
[Social Security No. _____]
Email _____
Occupation _____
Employer _____

1. Please describe your Zen training, or your background in any other spiritual tradition. List your current teacher, if any, and contact information, as well as any past teachers and relevant information.

2. Have you ever been a resident of a religious community? If so, give the name and telephone number of the community or organization and dates spent there.

3. Do you have any special skills, for example, painting, sewing carpentry, computers, gardening, maintenance? Describe.

4. Please describe your present home/family situation.

5. Please describe your educational background.

6. What are your plans after finishing this training period/residency?

7. What is your understanding of the purpose of Zen training?

8. Is there anything else you would like us to know about you?

Please sign and date this form.

By signing this, the applicant attests that the above information is true, and authorizes Dai Bai Zan Cho Bo Zen Ji to verify the accuracy of such information. All information contained herein shall remain private and confidential.

Dai Bai Zan Cho Bo Zen Ji may deny residency status to applicants for any reason, stated or unstated, and may also terminate the residency of any person at any point during the training period without stated reason and in its sole discretion and without refund of fees.

I, _____, attest that the information provided above is true and I accept the terms stated herein.

Signature of applicant _____

Date _____

E. Residential Contract

Residence Contract

Congratulations on being accepted as a resident at Dai Bai Zan Cho Bo Zen Ji! Chobo-Ji welcomes resident students, who have a special opportunity to deepen their practice and their teacher-student relationship. The Buddhist Precepts are the guide for community life. Resident tuition is kept as low as possible with the understanding that the residents offer themselves unconditionally to Buddha, Dharma and Sangha.

Every resident at Chobo-Ji agrees to uphold certain responsibilities. The financial obligation for Apartment # _____ is \$_____, to be paid by the first of every month.

Practice responsibilities:

Attending a minimum three sittings per week and other required activities except for those where there is an outside work conflict.

Residents typically hold officers' roles, and/or serve as substitutes as needed. If you will be out of town, or you know there will be a work-related conflict, arrangements well ahead of time must be made for an appropriate substitute, and the name of that substitute and the date of officer substitution must be [noted on the public list].

When ill, let other residents know, so they can substitute or ask another student to do so. Any ongoing tasks, like opening/closing altars, must be similarly tended to.

Communication with the abbot and the other residents is essential regarding any changes in personal schedule, such as illness or a family emergency that would have an impact upon the community in terms of fulfilling responsibilities.

Community living responsibilities:

- Attending required communal meals
- Sharing in the cost of food, preparation, and clean-up
- Routine cleaning of personal and public areas at least once a week
- Sharing in seasonal tasks like mowing, snow shoveling, and sweeping of ramps and porches on a regular basis
- Please be visually aware of what needs to be done, rather than waiting to be told

In addition to community tasks, every resident is expected to take on certain specific tasks according to particular talents, such as designing the newsletter, carpentry, flower arranging, gardening, publicity, and/or tenzo for special events and sesshin.

Specific practice and community obligations will be stated anew at the beginning of each training period for the next half-year.

The abbot is always available to residents for personal guidance. Periodic residents' meetings, and occasional residential/non-residential sangha meetings at which the abbot is present, are a helpful way to grow in our practice and as a community.

Should the resident wish to terminate this contract, a 30-day notice must be given.

Thank you for joining residential practice at Chobo-Ji. May your dedication to the Buddha-way bring you and all beings true happiness.

I accept and agree to uphold these conditions of residence at Dai Bai Zan Cho Bo Zen Ji.

Signed: _____ Date _____

On behalf of the Board of Trustees, I accept this agreement.

_____ Scott (Ishin) Stolnack, President