

Center Life Core Principles

This Commitment (“Commitment”), dated January 1, 2024, is between the Community Center for the Arts (“The Center”), a Wyoming non-profit corporation, and each of its respective Resident Organizations (“Resident(s)”), as defined below.

WHEREAS:

- The Center and its Residents are valued assets to the community and surrounding regions of Jackson Hole, Wyoming, and contribute significantly to the community’s quality of life, economy, and cultural vitality; and
- The Center and Residents desire to achieve high levels of excellence; and
- The Center and Residents recognize that greater levels of community impact and programmatic excellence can be accomplished with the synergy of collaborative operations and mutual support, with The Center providing the space and Residents providing programming; and
- The Center and Residents desire to address operational conflicts, either longstanding or emerging, in a dignified, respectful, and cooperative manner.

THEREFORE:

The Center and each of its Residents agree as follows:

1. Introduction.

1.1. Definitions.

1.1.1. Campus – The physical facilities at 240 S Glenwood St including the building identified as Center for the Arts, plus adjacent parking lots, the lawn, and other associated grounds.

1.1.2. Center Advisory Council (CAC) – Advisory board representing Resident interests to The Center and mediator between Residents (see 3.2), comprising

1.1.2.1. Permanent Members – Art Association, Center for the Arts, Central Wyoming College, Dancers’ Workshop, Off Square Theatre, and Teton Music School; these six (6) Resident organizations anchor the CAC from a cross section of dance, music, theater, visual arts, education, and The Center; these include the biggest stakeholders in terms of space in the building and those with the most potential for shared fundraising (see 3.3.1); and

1.1.2.2. Rotating Members – Resident organizations representing an important cross section of varied arts, education, and cultural disciplines bringing rich diversity to The Center Campus and the greater community; up to four (4) representatives from this group of organizations will serve as members of the CAC on a rotating basis (see 3.3.2).

1.1.3. Center for the Arts – Lessor to the Residents and the entity that sets policies and makes decisions regarding the Campus and use of the facilities; The Center

- operates according to the same Core Principles defined in this Commitment as Residents of the Campus.
- 1.1.4. Center Life – Refers to the collective spirit that makes the Campus a special place of cultural significance to the Jackson Hole community. While individual Subleases with The Center govern use of dedicated physical spaces on the Campus, Center Life defines what it means to become an important part of the broader shared mission behind Center for the Arts. Residents entering into a Sublease with The Center acknowledge and agree to operate according to the Center Life Core Principles outlined in this Commitment.
 - 1.1.5. Quorum – 50% of the members of the CAC; required for a binding vote.
 - 1.1.6. Resident Organization(s) – Nonprofit tenants subleasing office, studio, and/or classroom space from Center for the Arts.
 - 1.1.7. Sublease – Legal agreement between The Center and a Resident tenant.
- 1.2. Identity of the Parties Bound by this Commitment.
 - 1.2.1. Community Center for the Arts a/k/a Jackson Hole Center for the Arts (“The Center”).
 - 1.2.2. Resident Organizations (“Resident(s)”). All non-profit organizations (or organizations with a tax-exempt status) that have a signed Sublease with The Center.
 - 1.2.2.1. Criteria for Resident designation as stated in the [Center’s Master Lease with the Town and County](#). All Residents shall be (i) a 501(c)(3) organization and (ii) devoted to the arts or education.
 - 1.3. Term of Commitment. This Commitment shall be effective on the earlier to occur of: (a) the next renewal date of the respective Resident’s Sublease or (b) upon mutual execution by The Center and the applicable Resident. This Commitment shall remain effective during the term of a Sublease, subject to any amendments of this Commitment, as provided in section 1.4.
 - 1.4. Amendments to the Commitment. The Center and the CAC may mutually agree to expand on, modify, or otherwise revise this Commitment, as a core responsibility as defined in Section 3. In such an event, The Center and the CAC shall maintain open lines of communication with all Residents, allowing for input and feedback on items that meaningfully alter or expand on the content or spirit of this Commitment. The Center and the CAC shall not make modifications to this Commitment in response to singular issues between The Center and a Resident or that affect only a limited number of Residents, unless it becomes clear that a larger issue exists for most or all Residents. This Commitment may be amended only as follows:
 - 1.4.1. Upon majority vote of the CAC (not including The Center) and consent of The Center. Any such vote shall require thirty (30) days Notice and a Quorum.
 - 1.4.2. The Center may unilaterally amend this Commitment, upon thirty (30) days Notice, to correct typographical errors and immaterial non-substantive changes.
 - 1.5. Withdrawal from/termination of Commitment. In the event a Resident terminates its Sublease, or is terminated for violation of its Sublease, this Commitment shall

automatically be terminated as applied to that Resident. The Center may terminate this Commitment under the following conditions: (i) the withdrawal of multiple Resident Organizations and/or (ii) the inability of the parties to continue material compliance with the terms of this Commitment.

2. Relationship Between The Center and Residents.

2.1. Mutual Commitments.

- 2.1.1. The Center and Residents shall strive for sound governance and management of their organizations and abide by all local, state, and federal laws, rules, and regulations.
- 2.1.2. The Center board and staff shall strive to provide a well-managed, maintained, and marketed physical Campus for arts, culture, and education nonprofits to thrive for the benefit of the Jackson Hole community.
- 2.1.3. The Center board and staff shall strive to maintain open lines of communication and operational transparency with its Residents, providing opportunity for Resident input and consideration of their interests. Residents shall strive to maintain open lines of communication and operational transparency with The Center and each other.
- 2.1.4. The Center and Residents shall support a full creative life for all* through inclusive spaces and programs. *All means everyone – including, but not limited to, those who have been historically underrepresented based on race/ethnicity, age, disability, sexual orientation, gender, gender identity, socioeconomic status, geography, citizenship status, or religion.
- 2.1.5. Residents agree to subscribe at least one staff or board member to The Center listserv and make an effort to remain up-to-date on operations and other issues of collective importance.
- 2.1.6. Residents agree to actively participate in “Center Life,” defined as the collaborative use and promotion of the shared Campus and the care of the community’s cultural trust.
- 2.1.7. Residents embodying Center Life agree to:
 - 2.1.7.1. Pursue programmatic excellence within their organizations as defined by their organization’s mission;
 - 2.1.7.2. Prioritize collaboration with The Center and Resident colleagues, striving to build positive relationships;
 - 2.1.7.3. Avoid/minimize programming duplication among Residents;
 - 2.1.7.4. Connect programs and impact to the local community and economy, when appropriate;
 - 2.1.7.5. Publicly champion The Center and all Residents;
 - 2.1.7.6. Express proper and enthusiastic credit for successes and reserve constructive feedback for private interactions; and
 - 2.1.7.7. Proactively address and seek resolution through the CAC when conflict arises between organizations (see 6.1).

2.2. Resident Subleases.

- 2.2.1. The Center agrees to uphold all obligations established under a [Sublease](#) and Residents agree to abide by all Sublease terms. Negotiations, amendments, modifications, and other provisions of an individual Sublease shall remain an individual matter between The Center and the affected Resident.
- 2.2.2. The Center shall have ultimate control over the addition, expansion, or dismissal of any Resident from the Campus. However, prior to any such decision, The Center, using [established leasing criteria](#), shall present to the CAC the potential selection of a new Resident, the expansion of an existing Resident, or the removal of an existing Resident so as to address any comments or concerns. The Center commits to addressing space needs of existing Residents through reallocation of vacated spaces before bringing in new Residents. The Center shall not be required to present to the CAC the removal of a Resident for non-payment of any amounts due under, or other material violation of, a Sublease.
- 2.2.3. The CAC may choose to discuss overall needs for amendments or modifications to the leasing process and/or standard Sublease terms and vote to make recommendations to The Center regarding general Sublease provisions as an advocate for the Resident experience. The CAC does not hold power to negotiate, negate, or otherwise affect the terms of individual Subleases, either independently or on behalf of a Resident or prospective Resident.
- 2.2.4. In the event the terms and conditions of this Commitment are found to conflict with the terms and conditions of a Resident Sublease, the terms and conditions of the Sublease shall supersede any conflicting terms and conditions of this Commitment.

3. Center Advisory Council (CAC).

- 3.1. Formation and Legal Status. The CAC shall be formed by The Center and the Residents for the purpose of strengthening its member organizations in service to the community through growing collaboration and stewardship of the shared facilities. The CAC shall be deemed an advisory board only ([see Executive Summary](#)). There is no intent by The Center or the Residents to create a legal entity, partnership, or joint venture. No member of the CAC shall have authority to bind The Center, any other member of the CAC, or any Resident.
- 3.2. Core Responsibilities and Authorities. The core responsibilities of the CAC are as follows:
 - 3.2.1. Periodically review this Commitment for continued relevance and expand, modify, or otherwise revise it as necessary and appropriate.
 - 3.2.2. Actively encourage collaboration among Residents and between Residents and The Center for the benefit of arts and education programming in the community.
 - 3.2.3. Establish a strong working relationship among Residents in the shared interest of sustaining The Center as a vibrant community asset.
 - 3.2.4. Function as a mediator in the case of internal conflicts between Residents.
 - 3.2.5. Provide input to The Center regarding replacement, addition, or withdrawal of Residents from the Campus.

- 3.2.6. Proactively advise The Center around operational issues that may affect the Resident experience, Center Life, or external stakeholders.
- 3.3. Membership, Terms, and Meetings.
 - 3.3.1. Permanent Members. Art Association, Center for the Arts, Central Wyoming College, Dancers' Workshop, Off Square Theater, and Teton Music School; these six (6) Resident organizations anchor the CAC from a cross section of dance, music, theater, visual arts, education, and The Center; these include the biggest stakeholders in terms of space in the building and those with the most potential for shared fundraising.
 - 3.3.2. Rotating Members. There shall be four (4) Rotating Members, which shall be selected from the remaining Residents volunteering to fill the position. Membership will be confirmed by vote of all Residents. In the event that fewer than four (4) of the remaining Residents volunteer to serve on the CAC, then the number of Rotating Members shall be reduced accordingly.
 - 3.3.3. Membership status. Membership shall be deemed assigned to the Resident, not an individual representative of the Resident (or The Center).
 - 3.3.4. Terms. Each Rotating Member shall serve a two-year term, beginning January 1 and ending December 31. Confirmations shall occur in December before the year the term begins, with two new members staggered every year.
 - 3.3.4.1. The initial term will be deemed to have begun on January 1, 2023. Two initial Rotating Members may volunteer to remain on the CAC for two years from that date, and two initial Rotating Members may volunteer to rotate off after one year from that date to facilitate ongoing staggered onboarding of Rotating Members. If two Rotating Members do not volunteer to rotate off after one year to make room for two new Rotating Members, the CAC may vote to reappoint two of the initial members for a standard two-year term to begin January 1, 2024.
 - 3.3.5. Term Limits. There shall be no Term Limits.
 - 3.3.6. Vacancy. In the event of a vacancy of a Rotating Member, the vacancy shall be filled by a non-Permanent Member Resident as described in 3.3.2.
 - 3.3.7. Substitutions. A Permanent Member or Rotating Member may substitute a representative to replace them, permanently or temporarily, provided such substitute is either an employee of the applicable Resident or a Board member of such Resident Organization.
 - 3.3.8. Quorum. A quorum, required for a binding vote, shall consist of 50% of the members of the CAC. Informational meetings can be conducted in the absence of a quorum but no voting can take place.
 - 3.3.9. Votes. All matters requiring approval of the CAC will be subject to a majority vote of the members present at a meeting, except as may otherwise be provided herein.

- 3.3.10. Board Liaison. Each Permanent Member and Rotating Member shall assign one Board Member to be available if issues are deemed appropriate for Board level involvement.
- 3.3.11. Meeting Schedule. The CAC shall convene on a quarterly basis, or more or less frequently as determined appropriate by the CAC, provided, however, that at least three (3) meetings shall be held each year. At one (1) meeting each year, the Board Liaisons will be invited to attend. At least ten (10) days Written Notice shall be provided prior to any meeting, except in the event of an emergency. Such a meeting may be held with less than ten (10) days Written Notice, provided reasonable efforts are made to send out Written Notices prior to the meeting.
- 3.3.12. Annual Meeting. An Annual Meeting will be held each year. All Residents and at least one (1) Board Member from each Resident Organization will be encouraged to attend. Generally, the purpose of the Annual Meeting is to increase transparency among all organizations and receive input and ideas from Residents.
- 3.3.13. Open Meeting Policy. Meetings of the CAC are open to all Residents, including their Board Members. In order to conduct an efficient meeting, all questions or comments a Resident may have shall be heard after all items on the agenda have been addressed. Notwithstanding the foregoing, The Center may remove any person from a meeting if, in the sole determination of The Center, such person is disrupting the meeting.
- 3.4. CAC Engagement and Conflict Resolution Practices (see section 6). All members of the CAC agree to engage according to following principles:
 - 3.4.1. Assume positive intent and shared desire for a thriving arts and education community.
 - 3.4.2. Articulate concerns early to avoid potential conflict. Address conflicts or need for clarity directly with each other and with The Center.
 - 3.4.3. Be transparent and direct with each other and The Center; refrain from side-bar conversations.
 - 3.4.4. Welcome sticky conversations. Listen carefully and respectfully to other CAC members and all Residents.
 - 3.4.5. Focus on interests (broader outcome with many possible options), not positions (staunch opinions, e.g., “for” or “against”).
- 4. **Use of Campus Facilities.** Each Resident Sublease specifies office, classroom, and/or studio space dedicated for use by the leasing Resident only. Campus also includes multiple gathering, performance, and exhibition spaces, including the Theater, Lobby, Amphitheater, and Park. As the premier arts and culture venue in Jackson Hole, The Center accommodates a robust calendar of events for both nonprofit and for-profit organizations. The Center encourages all Residents to make use of these spaces to share their programming with the community.
 - 4.1. General Provisions.

- 4.1.1. The Center and Residents agree to execute [the standard contract](#) in common use for all space rentals. Residents further agree to provide the required Commercial General Liability insurance required by the contract.
- 4.1.2. The Center agrees to use standard billing procedures as outlined in [the standard contract](#), including for deposits and refunds, and Residents agree to abide by all established payment schedules and requirements.
- 4.1.3. The majority of Resident events must be open to the public, either through an admission charge or for free, in accordance with section V.A.9. of [The Center's master Sublease with Town & County](#).
- 4.1.4. In recognition of the value Residents bring to The Center community, The Center extends certain privileges to Residents. Residents must hold an active Sublease in good standing with The Center to qualify for Resident privileges identified and defined throughout this Commitment.
- 4.1.5. The Center agrees to prioritize dates from year-to-year for Residents with established annual events, defined as no less than five (5) years of consistent and successful execution. Residents agree to make hold requests carefully and judiciously, recognizing that every date in the calendar is valuable to the larger community and that when dates are being held, they are removed from the inventory of available dates for other potential users.
- 4.1.6. Thoughtful exceptions to established protocols may be made under certain circumstances only at the discretion of The Center management and dependent on available resources and capacity. The Center agrees to seek feedback from the CAC before allowing any potentially controversial variations from established norms. Modifications to scheduling procedures must be made in writing and issued to all Resident users six months prior to implementation.
- 4.1.7. The Center and Residents agree to refrain from one-off negotiations that would put any Resident in an advantageous or disadvantaged position or compromise The Center's operations.
- 4.2. Theater.
 - 4.2.1. Resident users agree to act in accordance with all policies in the then current [Center Theater Policies](#), which includes use definitions, scheduling procedures, and rental rates. The Center agrees to keep The Center Theater Policies up-to-date and easily accessible for Residents.
 - 4.2.1.1. The Center maintains a master theater schedule. Residents may request view-only access.
 - 4.2.1.2. Resident users receive preferred access to dates in the theater schedule, allowing them to hold or reserve dates in advance. Within 12 months, remaining dates become available to all organizations on a first-come basis according to provisions in The Center Theater Policies.
- 4.3. Box Office and Ticketing Services. Residents shall be held to the same established process and protocols for use of the [Box Office and Ticketing Services](#) as other non-resident 501(c)3 organizations, with the following exceptions:

- 4.3.1. In certain circumstances, The Center may agree to provide Box Office and Ticketing Services for events held in the Black Box Theater and/or other spaces in use under dedicated Subleases, subject to availability of resources and capacity.
- 4.3.2. Fees. Residents shall be assessed Box Office and Ticketing Services fees according to the established rates. In certain circumstances The Center may reduce rates for Residents to reflect a frequency discount or support a collaborative effort among multiple Residents. All deviations from the established rates shall be at the sole discretion of The Center; however, The Center agrees to seek input from the CAC before making decisions that substantially deviate from the norm.
- 4.4. Production Equipment and Services. Residents are required to use The Center’s professional technical staff to support events in the Theater in accordance with the established fee for services ([see current rates](#)). Residents may choose to supplement with additional outside support. Special requests for additional production support, for example, in other facilities on Campus, may be addressed individually with The Center and may be granted at the discretion of Center staff based on availability of resources and capacity.
- 4.5. Lobby. Residents may opt to rent formal use of this space based on availability (theater rentals automatically include use of the lobby, limiting times when it can be used alone). When the theater is dark, Residents may casually use the lobby tables to eat lunch, conduct one-on-one or small meetings, or for a change of scenery while working. Residents agree to properly dispose of all trash and recyclables and return the lobby to its original condition when done. Residents further agree to immediately vacate the lobby at the request of Center staff or if it becomes clear that it will soon be in formal use.
- 4.6. Outdoor Spaces.
 - 4.6.1. The Center Amphitheater. Residents may rent this tiered grassy area directly adjacent to the Center lobby. Residents agree to adhere to all [Center guidelines for successful outdoor events](#), which were developed to facilitate quality programming while remaining respectful of the surrounding neighborhood.
 - 4.6.2. The Center Park. Residents may rent the entire lawn for outdoor events. Residents agree to adhere to all [Center guidelines for successful outdoor events](#), which were developed to facilitate quality programming while remaining respectful of the surrounding neighborhood.
 - 4.6.3. Parking Lot. The Center campus includes eight parking spaces adjacent to the loading dock and six parking spaces in the small lot off Glenwood, which includes two accessible spaces. The Center may occasionally agree to special use of the loading dock to support Resident programming. The accessible spaces on Glenwood must remain clear for public use at all times. The Town of Jackson administers and maintains the lot directly north of the building and the parking garage a block to the west. Residents desiring to use the north lot for

programming must apply for a special event permit through the Town of Jackson.

- 4.6.3.1. The Center and Residents agree to recommend and promote use of the parking garage by patrons to mitigate event impact on residential neighbors.
- 4.7. Subleased Studios and Classrooms. Studio and classroom space throughout the Campus belongs to Residents with specific Subleases granting dedicated use of those spaces. Those Residents occasionally permit use of their dedicated spaces by other organizations; these arrangements may be made directly with and at the discretion of the Resident holding the Sublease provided any such use of a space does not violate the terms of the Resident's Sublease.
- 4.8. Conference Room and Commons. As a benefit of subleasing space on the Campus, Residents may use the Conference Room and [Commons](#) at no charge; times must be formally booked on the Google calendar.
- 4.9. Care for Facilities. The Center maintains ultimate authority and responsibility for the condition of the building and grounds. Residents commit to maintaining the shared Campus spaces in clean, damage-free condition, returning any area to its prior condition after use.

5. Collaborative Operations.

- 5.1. Commitments. The Center and Residents agree to work collaboratively to shine a positive light on the arts and education culture in Jackson Hole and develop a cohesive community around Center for the Arts.
 - 5.1.1. The Center and Residents commit to using the CAC to facilitate respectful and constructive engagement with each other.
 - 5.1.2. The Center and Residents agree to fully explore and understand all issues before reaching conclusions and/or taking positions.
 - 5.1.3. The Center and Residents commit to keeping internal issues at an internal level and communicating with each other directly or through the CAC rather than through third parties.
 - 5.1.4. The Center and Residents agree to search for creative opportunities to address the interests and concerns of all stakeholders.
 - 5.1.5. The Center and Residents agree to candidly identify and share their values and interests.
 - 5.1.6. The Center and Residents agree to listen carefully and respectfully to other participants in any discussion and to avoid interrupting each other.
 - 5.1.7. The Center and Residents agree to use positive language when offering suggestions and to challenge ideas, not people.
- 5.2. Internal Communication. The Center and Residents recognize the need for clear and respectful communication to engage all stakeholders in the necessary collaboration that will support sustainability of The Center and Resident programs.

- 5.2.1. The Center and the CAC agree to maintain transparency around all discussions, decisions, and actions affecting Residents.
 - 5.2.1.1. Questions, complaints, and issues will be formally addressed in a timely manner at open CAC meetings.
 - 5.2.1.2. Agendas will be distributed and minutes will be maintained and stored in an accessible location.
 - 5.2.1.3. The CAC will welcome input and feedback from all Residents regarding issues up for discussion, providing a formal avenue for submission.
- 5.2.2. The Center and the CAC agree to conduct proactive and inclusive outreach with all Residents.
 - 5.2.2.1. The Center and CAC will use The Center listserv to communicate consistently with Residents. Residents agree to subscribe at least one staff or board member to The Center listserv and make an effort to remain up-to-date on operations and other issues of collective importance.
- 5.2.3. Residents will use the CAC to address group and/or common issues related to this Commitment. Individual issues related to dedicated space use should be addressed directly with The Center, unless the issue addresses a joint concern and can be explored without situational details.
 - 5.2.3.1. Residents will submit items of concern(s) to the CAC in writing within 10 days of the event or issue giving rise to the disagreement.
 - 5.2.3.2. Residents agree to fully participate in the process to address said concern(s).
 - 5.2.3.2.1. Residents commit to seeking consensus, achieved when participants reach agreement on provisions that address the issue(s) being discussed. Participants may not agree with all aspects of an agreement but do not disagree enough to warrant opposition to the overall outcome.
 - 5.2.3.2.2. When disagreeing with a decision or recommended action, Residents will offer constructive alternatives that accommodate the interests of all participants.
 - 5.2.3.2.3. Residents commit to implementing recommended or requested actions that result from CAC decisions.
- 5.3. Programming.
 - 5.3.1. Residents agree to consider and respect the [Mission, Vision, and Values of The Center](#) as an overall entity and fellow Residents when developing and executing public programming.
 - 5.3.2. The Center and Residents commit to working collaboratively to prevent programming duplication/overlap and enhance opportunities for the larger Jackson Hole community.

- 5.3.2.1. The Center and Residents agree to gather on a to-be-determined schedule, at least once annually, to share individual programming plans and discuss collaborative opportunities.
- 5.3.2.2. The Center and Residents agree to share information regarding programming within the Campus and explore efficient ways to make the information accessible to all Residents.
- 5.4. External Communication / Marketing.
 - 5.4.1. The Center and Residents commit to presenting positive, cooperative, and cohesive public messaging about the Center for the Arts community.
 - 5.4.2. The Center agrees to appropriately promote Resident brands and clearly distinguish Resident programming in event marketing.
 - 5.4.3. Residents agree to adhere to [The Center's brand standards and logo inclusion guidelines](#) when marketing events held on the Campus.
 - 5.4.4. The Center and Residents agree to pursue clarity in external communications, continually reinforcing how the unique relationship between organizations works, giving credit where credit is due, and working toward greater public understanding of and appreciation for this community resource.
 - 5.4.5. The Center and Residents agree in theory to pursue mutually beneficial public relations and marketing efforts at such a time as it becomes feasible and desirable by all parties involved.
- 5.5. Fundraising.
 - 5.5.1. The Center and Residents commit to conducting respectful and aware fundraising in the philanthropic setting, remaining cognizant of the overlap in local funding sources.
 - 5.5.2. The Center and Residents agree in theory to pursue mutually beneficial fundraising efforts at such a time as it becomes feasible and desirable by all parties involved.

6. Dispute Resolution.

- 6.1. Good Faith Negotiations. Both Residents and The Center agree to make genuine efforts to resolve any disputes arising from the subject matter of this Commitment through constructive discussions involving individuals who have the authority to reach a resolution. If the Resident(s) or The Center deems it appropriate, the matter may be brought up for discussion at the next scheduled meeting of the CAC, where other CAC members can provide their input and perspective. In urgent situations, where time is crucial, either The Center or a Resident can request a specially arranged CAC meeting, with at least ten (10) days' notice provided. All parties acknowledge that open and timely communication is vital to this Commitment, and they commit to addressing any concerns promptly and respectfully, fostering a cooperative and respectful atmosphere.
- 6.2. Notice of Dispute. If the good faith negotiations mentioned in Section 6.1 do not succeed or if the issue is not suitable for the CAC, either the Resident or The Center can send a written notice to the other party to inform them about the dispute. Within ten (10) business days of receiving this notice, the parties involved should arrange a meeting

at a time and place that works for both of them. They should continue to meet as often as needed to share relevant information and try to resolve the dispute. If the matter is not resolved within thirty (30) days of the initial notice or if the parties fail to meet within twenty (20) days, either party can choose to proceed to mediation as outlined in this Commitment.

6.2.1. Use of Attorney. If a negotiator representing a party to a dispute intends to be accompanied at a meeting by an attorney and/or if the negotiator is an attorney, the other negotiator(s) shall be given at least three (3) working days notice of such intention and also may be accompanied by an attorney.

6.2.2. Confidentiality. All negotiations pursuant to dispute resolution are confidential and shall be treated as compromise and settlement negotiations for purposes of the rules of evidence.

6.3. Mediation. If one party requests mediation as described in Section 6.2, both parties shall try to resolve the dispute through mediation using the current process for resolving disputes without going to court, as outlined in Rule 40 of the Wyoming Rules of Practice and Procedure. A neutral third party will be agreed to by the parties. If the parties have trouble agreeing on a mediator, they will ask a nonprofit organization that offers dispute resolution services to help them choose. The parties will continue trying to reach a settlement until one of the following happens: i) they agree on a written settlement, or ii) the mediator informs them in writing that further efforts would not be helpful, or iii) they agree in writing that they cannot resolve the dispute. Neither party can leave the mediation process before it ends. Both parties consider the obligation to mediate to be a crucial part of this Commitment, and they are legally bound by it. If one party fails to fulfill this obligation, the other party can take legal action in any court that has the authority to handle the matter. Notwithstanding the foregoing, mediation shall not be required if both parties agree that it would not be helpful or likely to lead to a settlement of matters.

6.4. Subleases. Disputes arising under a Resident's Sublease shall not be subject to the dispute resolutions contained in this Section 6. Any dispute pertaining to a Resident's Sublease shall be solely determined pursuant to the terms of such Sublease.

7.0 Incorporation by Reference. Any document that is underlined herein by virtue of a "link" (a "Linked Document") is deemed incorporated by reference herein and made a part hereof. For purposes of this Commitment, a Linked Document shall be deemed the applicable Linked Document then in effect as determined solely by The Center. The Center commits to keeping policy and procedures documents updated and accessible, and to apprise Residents in a timely manner when changes have been made. Residents are responsible for staying current on all policies and procedures. Residents may bring objections to established or new policies and procedures to the CAC for discussion.

This Commitment is agreed to and accepted by:

THE CENTER:

By: _____
Marty Camino

Date: _____

Its: Executive Director

RESIDENT:

Organization: _____

By: _____

Date: _____

Its: _____