

Lots of Love

Pilot Program Agreement



This agreement is made on this ____ day of _____, 2018 by and between _____ (“CHURCH”) and Lots of Love (“LOL”), a program of Move Mountain View, a California non-profit corporation (collectively “the PARTIES”).

Recitals

A lack of adequate housing in Silicon Valley has resulted in individuals and families living in their vehicles on city streets.

CHURCH and LOL are concerned with the safety, health, welfare of the community and wish both to safeguard private property and provide a safe and sanitary place for people to park their vehicles on a short-term basis while they transition to more permanent housing.

CHURCH wishes to provide ____ (number) parking spaces overnight on its parking lot located at _____ (address) on the understanding that the use of these parking spaces will be under the management of LOL. The vehicle owners/ occupants are known herein as “Users.”

LOL wishes to support and manage the overnight parking spaces at CHURCH and is willing to commit staff to supervise this project.

CHURCH and LOL acknowledge that LOL is undertaking a 3-month pilot program that will run from July 2, 2018 through September 30, 2018 (“the Pilot Program” or “Pilot Period”) to assess the feasibility of the program and its expansion to other houses of worship and public and private parking lots. The Pilot Program will conclude with a formal review of the Pilot Program with recommendations for improvement should the Parties choose to continue some form of the agreement herein.

Agreement

CHURCH and LOL agree as follows:

1. **Term:** The term of this Agreement shall commence on the date that the last necessary signature is affixed (the Effective Date), and in no event earlier than July 2, 2018 and shall continue until September 30, 2018, unless either party terminates the Agreement as provided herein. During the Pilot Period, either party may unilaterally terminate this Agreement upon 10 days written notice to the other party.

2. **Site Specific Agreements:** In addition to the terms set forth herein, the PARTIES will execute the Site Term Sheet attached hereto as Exhibit A that will set forth specific agreements with respect to the use of CHURCH's site. The terms of the Site Term Sheet may include hours of operation, vehicle types, client demographics, site-specific rules, and other terms to which the Parties agree. Site specific agreements are incorporated herein by reference and may only be amended in writing.

3. **Permits only Upon Execution of Written Agreement with Users:** LOL will issue permits to authorized Users as provided in the Site Term Sheet and will only issue permits to Users with whom LOL has a written agreement to use the Designated Space for overnight parking. The written agreement between LOL and Users will at a minimum contain the following conditions:

- a. No drugs, marijuana, or alcohol may be contained in the vehicle or consumed on the CHURCH property.
- b. No firearms or weapons of any kind are permitted.
- c. No cooking or food preparation may be performed outside of User's vehicle.
- d. No music may be played that can be heard on surrounding sidewalks and properties.
- e. Parking is limited to the program hours and days as set forth in the Site Term Sheet.
- f. The User must possess a current driver's license, vehicle registration and insurance for the vehicle that will be parked in the Designated Space. LOL will keep a copy of all three documents in its records.
- g. Vehicle may only be occupied by designated clients and approved registered household members. Overnight guests are not allowed.
- h. Vehicles must park at least ½ mile away from the lot during non-operating hours.
- i. A parent or guardian must supervise children at all times.
- j. Failure to follow all rules will result in termination from the program and expulsion from CHURCH property.
- k. Users and household members waive any relocation benefits and rights to tenancy.

Additional terms to effectuate the provisions contained within the relevant Site Term Sheet will be included in the Written Agreement between LOL and Users.

4. **Authorized Vehicles Only:** LOL will use reasonable efforts to ensure that only one vehicle owned by the User is parked in the Designated Space during program hours. LOL will supply the User, who is authorized to use the Designated Space, a "permit" to be displayed in the User's vehicle window.

5. Removal of Vehicles: Subject to the California Vehicle code, upon notification by CHURCH, LOL will remove any vehicle parked on the property after 7:00 am (or other closing time contained within the Site Term Sheet), including but not limited to an abandoned and inoperable vehicle. Upon notification by CHURCH, LOL will also remove any vehicle that is owned by a User that is parked anywhere on the lot other than in a Designated Space and any unauthorized vehicle parked on the property.

6. Indemnification: LOL shall defend, indemnify and hold harmless CHURCH, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including reasonable attorney's fees), judgments or liabilities arising out of damage or injury caused by a User on or adjacent to CHURCH property; except those claims, demands, damages, costs, expenses, judgments or liabilities resulting from the negligence or willful misconduct of CHURCH, its employee, agents, or representatives. LOL shall provide a "Certificate of Liability Insurance" naming the Church as an additional insured to CHURCH.

LOL shall notify CHURCH immediately in the event of any accident, damage or injury arising out of or in connection with this Agreement.

7. Compliance with Laws: LOL will comply with all applicable laws, statutes, ordinances, rules and regulations relating to the User's use of the Designated Space.

8. Condition of Property and Improvements: CHURCH makes no representations or warranties regarding the suitability of the Designated Spaces for overnight sleeping or regarding conditions of the improvements in the parking lot owned by the CHURCH.

9. Alterations: LOL may not alter or make improvements to the Designated Space or the parking lot without the express written approval of CHURCH.

10. Governing Law: This Agreement is governed by the laws of the State of California.

11. Whole Agreement: This Agreement including the Site Term Sheet attached as Exhibit A, constitutes the entire agreement between the Parties related to the use of the Designated Space and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties related thereto.

12. Amendments: Any amendments to this Agreement must be in writing and executed by both parties.

13. Severability: If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

14. No Waiver: The waiver by either party of any term, covenant, agreement or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, agreement or condition contained in this Agreement.

CHURCH and LOTS OF LOVE have executed this Agreement as of the last date set forth below.

CHURCH

By : _____

[Signature, Title]

Date : _____

LOTS OF LOVE

By : _____

[Signature, Title]

Date : _____

EXHIBIT A: SITE TERM SHEET

NAME OF CHURCH: _____

ADDRESS OF CHURCH: _____



a. Number of Spaces and Hours of Operation:

Subject to the terms of the Agreement, LOL-designatd Users may use ____ (number) of designated parking spaces between the hours of ____ PM and ____ AM, 7 days per week for overnight parking. This schedule may be amended based on specific needs of the CHURCH.

b. Permitted Vehicles: CHURCH may specify allowed vehicle types.
Vehicle types allowed are

Clients: CHURCH may specify Users (gender and age) permitted to use the facility. Examples are women only, families with children etc.

Users permitted to use facility are:

c. Other Site Specific Agreements

CHURCH and LOTS OF LOVE have executed this Agreement as of the last date set forth below.

CHURCH

By : _____

[Signature, Title]

Date : _____

LOTS OF LOVE

By : _____

[Signature, Title]

Date : _____