**Memorandum of Understanding for Apartment Shelter Project**

**Between Family Promise of Greater Indianapolis and [INSERT LANDLORD NAME]**

This Memorandum of Understanding (“MOU”) sets forth the terms and understanding between **Family Promise of Greater Indianapolis, Inc.** (“Shelter Provider”), and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  (“Landlord”) regarding the rules, regulations, expectations, and limitations of the **Apartment Shelter Project** (“Project”).

**WHEREAS** Landlord operates a rental business that provides safe and decent apartments, townhomes, single-family houses, and/or multi-family houses occupied by tenants in exchange for payment of rent;

**WHEREAS** Shelter Provider operates a nonprofit agency with the mission to provide shelter and other basic human needs for families with children experiencing homelessness, for generally 30-to-90 days per family until permanent housing can be secured;

**WHEREAS** Shelter Provider began in the month of May of 2020 to operate a Project to rent private residences or “Units” (e.g., apartments, townhomes, houses), owned and operated by property owners or managers, in Indianapolis as temporary emergency shelters for the homeless families in its shelter program (“Clients”), providing case management helping those Clients to secure permanent housing as fast as possible;

**WHEREAS** Landlord has Units available for rent that can be utilized as emergency shelters for a family with children;

**NOW THEREFORE**, in consideration of the terms and conditions of this Memorandum of Understanding as set forth below, the adequacy of which is hereby acknowledged, the Parties agree as follows:

**Landlord’s Participation:**

1. Provide the opportunity to Shelter Provider to lease a Unit(s) owned and/or operated by Landlord;
2. Train Shelter Provider staff in terms of Lease for the purpose that Shelter Provider may adequately communicate expectation of occupancy to Client family;
3. Allow Shelter Provider to give shelter to one Client’s family at a time per Unit leased, moving in a new Client family each time that the previous Client family either completes or is terminated from the Shelter Provider’s shelter program;
4. Waive eligibility criteria for Client family that Landlord applies to regular tenant applications, with the exception of reviewing previous damage history of Client families that may have stayed at Landlord’s properties as tenants previously;
5. Make repairs that are considered in the scope of normal wear and tear when requested by writing or email by Shelter Provider staff within a reasonable time to ensure the Unit is safe and decent;
6. Request in writing or by email that Shelter Provider staff make repairs, coordinate repairs, and/or pay for repairs of damage due to actions beyond normal wear and tear to Unit.
7. Provide mailbox access to Shelter Provider and not to Client family, as mail for Client family will be collected at the Shelter Provider’s offices located at 1850 N. Arsenal Ave. Communicate any written notice to Client family through Service Provider staff;
8. If observed, report any concerning behavior or suspicions of illegal or dangerous activity to Shelter Provider staff as soon as possible;
9. Allow the option for the Client family to apply for tenancy at the Unit, with acceptance conditional on Client family meeting Landlord’s regular eligibility criteria for tenancy;
10. If Client family is accepted as tenant at the Unit, allow Shelter Provider to transfer the lease to the name of the Client family at a date agreed by all three parties, with no administrative fees incurred and only liability for rent arrears and damages beyond normal wear and tear;
11. If Client family is accepted as tenant at the Unit; consider leasing a replacement Unit to Shelter Provider if requested and available;
12. Understand that the Client family is not subject to Landlord-Tenants laws in the State of Indiana as long as no payment (monetary or in-kind, such as labor) is exchanged for occupancy of the Unit. Landlord cannot request payment, good, or other service from the Client family, because doing so could establish a Landlord-Tenant relationship that subjects all parties to the applicable laws governing that relationship;
13. All other requirements or expectations are written in the lease for the Unit signed by the Landlord and the Shelter Provider.

**Shelter Provider’s Participation:**

1. After signing a lease for the Unit(s), coordinate the occupancy of the Unit(s) by a Client family that constitutes a family with legal custody of children that would be homeless but for participation in the Project;
2. Submit the name and date of birth of all adult members any Client family to occupy the Unit to Landlord in writing or by email at least one week in advance of occupancy (unless Landlord approves less time) to allow Landlord to do a rental history check and assess if previous damages occurred at rental properties owned and/or operated by Landlord;
3. Submit the name and date of birth of all children or other family members in Client family to occupy the Unit to Landlord in writing or by email prior to occupancy;
4. Limit maximum occupancy of Unit to two heartbeats per bedroom, and request any exceptions in writing or by email to Landlord for approval;
5. Orient Client family to terms of Landlord-Shelter Provider lease regarding behavior, including but not limited to prohibition of pets, smoking, unapproved visitors, unapproved overnight leave, repair requests, etc.
6. Communicate the beginning and ending of the shelter program for any Client family in writing or by email to the Landlord;
7. Conduct criminal background checks of all adult members of Client family, and not allow any occupant in the Unit who has an active warrant or a previous sex offense that precludes their legal residence in the Unit;
8. Provide any furnishings, housewares, and/or furniture needed for the Client family;
9. Heat all belongings of the Client family to 120-degrees Fahrenheit at their intake into the program to help prevent any potential infestation of bed bugs brought to the apartments from another location;
10. Conduct regular inspections of the entire Unit for damages and cleanliness to ensure adequate care is being taken for the Unit by the Client family. Submit requests for repairs of damage due to normal wear and tear to Landlord;
11. Collect all mail for the Unit at least once per week;
12. Assist Client family to secure permanent housing by setting goals and supporting plans to achieve childcare/schooling, income or financial assistance, healthcare, and housing;
13. Ensure the Unit is clean and in good repair between occupancy by Client families;
14. Work to maintain an average length of stay per Client family in the Project between 30 and 90 days, emphasizing it is not a permanent occupancy;
15. Create, present, and have acknowledged in writing by Client family forms that present behavior guidelines and termination processes (i.e., that Landlord-Tenant laws governing eviction do not apply);
16. Terminate and coordinate the removal of Client families if requested by Landlord for just cause such as unsafe or illegal behavior, or repeated violations of the Project guidelines;
17. All other requirements or expectations are to be written in the lease for the Unit signed by the Landlord and the Shelter Provider.

**Term:** This MOU is effective upon the date last signed and executed by the duly authorized representatives of the Parties to this MOU, and shall remain in full force and effect until terminated in writing by either party.

**Limitations in Scope:** The Parties agree that this MOU is not binding on either Party, and is intended only to memorialize the guidelines of the partnership.

**Applicable Law:** The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Indiana. The courts of the State of Indiana shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be Marion County, Indiana.

**Entirety of Agreement:** This MOU, consisting of four (4) pages inclusive of a Signature Page, represents the entire and integrated understanding between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

**SIGNATURES**

**IN WITNESS WHEREOF,** Landlord and Shelter Provider have executed this Agreement in Indianapolis, Indiana on the dates subscribed below.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Landlord”)**

Signature: \_\_\_\_\_\_\_\_\_

Print: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_

**Family Promise of Greater Indianapolis, Inc. (“Shelter Provider”)**

Signature: \_\_\_\_\_\_\_\_\_

Print: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_