

Monterey Foundation Property Occupancy Agreement _____ Family

The **Monterey Foundation** is a non-profit organization intended to provide financial and capital resources in support of Christian ministries, educational scholarships, benevolence, and operating expenses for individuals and churches.

The residential property at _____ in Lubbock, Texas, is purposed as a resource to temporarily assist families in the transition from their current circumstances into a position of greater independence and self-sustainability. **Families are anticipated to reside in the property normally for one-year or less** while gaining greater permanence in employment, family stability, and improvement in their financial state.

This **Occupancy Agreement** is effective _____ (document signed date), and is an agreement between the **Monterey Foundation** (here after Foundation), and _____ (occupying family/occupant) for their use of the single-family property named above.

1. The occupants shall reside in the property beginning _____ (date) for a period of time **not to extend beyond** _____ (date). The occupying family may move out of the property at any time prior to that date with 10-day notice to **Foundation** or its agent. Occupancy shall include no more than _____ people, including children.
2. An individualized **OCCUPANCY FEE SCHEDULE** will be established with the occupant outlining the monthly fees to be paid to the **Foundation** by this occupant, and that shall by reference become part of this Occupancy Agreement.
3. Occupants may be required to make a **security deposit** of \$ ZERO to be used by the **Foundation** toward the cost of repairing damage to the house or property at the close of the Occupancy Agreement period. If the deposit is not needed to cover such costs, the Foundation will return the security deposit with 15 days of the occupant vacating the property.
4. This property is to be **DRUG FREE, NON-SMOKING, WEAPON FREE, and PET FREE**. No pets are allowed at the property, either indoors or outdoors. No Illegal Drugs are permitted on the property at any time. No Smoking is allowed indoors by the occupants or guests. **FAILURE TO ADHERE TO THIS RULE COULD LEAD TO IMMEDIATE EXPULSION FROM THIS PROPERTY.**
5. Occupants are subject to a criminal background check and a credit check, as well as a confirmation of any information submitted to **Foundation** as part of the application process. Any part of those checks or application processes may disqualify the occupant for extended help.
6. The occupants agree to pay all necessary utilities (water, gas, electricity) for the property. A separate **UTILITY SCHEDULE** may be used to track that activity. Any optional services (Cable TV, Satellite, Internet, etc.) are also to be paid by occupants.

7. The house is offered furnished, with a **LIST OF FURNISHINGS** document to be signed by the occupant and the **Foundation** at the time of move-in. Occupant should return all furniture when they vacate the property.
8. The **Foundation** assures that the premises are, to the best of our knowledge, clean, safe, and present no violation of any applicable housing code, law or regulation.
9. The occupants are to use the property exclusively as a **private residence**. Any additional person not included in item (1) above who remains overnight more than seven consecutive days shall be deemed an **Unapproved Lodger** under this agreement. An addendum or supplemental agreement will be required for them to remain on the property.
10. The **MONTEREY FOUNDATION PROPERTY RULES AND REGULATIONS** document shall be incorporated as an *addendum* of this agreement. Occupant acknowledges by their signature on this **Occupancy Agreement** that they have received that additional document and will comply with it. **Foundation personnel make periodic random visits to the premises as an ongoing effort to inspect for issues, and to monitor this rule as well as other rules in this AGREEMENT.**
11. Photos of the occupants, and at least some of their background story, may be shared on social media or in **Foundation** communications. Unless otherwise noted, by signing this Agreement you give **permission to the Board of Directors** for a limited use of those items.

NOTE: Section 12 will be tailored specifically to each family as they occupy the house.

12. The Occupying Family **Heads of Household** will be expected to accomplish the following **specific tasks and goals** as part of this Occupancy Agreement:

a. _____ must attend or complete an ONLINE Personal Finance training, covering topics to include Income, Expenses, Basic Budgeting, Use of Credit, and the wise use of Financial Resources. A list of potential courses will be provided by the Foundation, and the occupant will choose the one he/she wishes to take. By _____ he/she will inform the Board of training selected, and by _____ he/she will report the current progress made in that training. All parts of the selected training must be completed by _____.

b. Occupants will meet periodically with members of the **Foundation** Board to review; (1) current financial condition and Budget, (2) work records, and (3) general family progress towards sobriety, financial stability and self-sufficiency.

Such meetings will be scheduled in advance, and occupants should arrange child-care (if needed) to allow their full attention during those sessions. First meeting will be held within 100 days of this document signing and will repeat on a quarterly basis.

c. Adult occupants must continue to comply to **all** related external stipulations applicable to them, including attending AA meetings, doing any and all drug testing, and any other follow-up requirements that have been imposed by the court, by CPS, or by other involved entities.

d. The Foundation encourages attending church weekly, and participation in **Single Mom** events held at South Plains Church of Christ. More details will be provided for that event.

e. A MONTHLY Written Report will be required to keep the Board aware of any issues or obstacles that have come up in the household. An email to the Property Manager **is required** by the 5th day of each month listing family and financial progress or issues encountered.

f. Additional tasks may be added with mutual agreement by the **Foundation** and the occupants and will become part of this Section of the Occupancy Agreement.

This Occupancy Agreement represents a partnership between Monterey Foundation and _____ aimed at making the occupant more self-sufficient and able to be self-sustaining. That partnership requires transparent communications and frequent updates to perform well. _____ agrees to keep the **Foundation** informed of progress, changes, or events that impact their ability to comply with their obligations under this agreement. Generally, that information can be communicated using the Monthly Written Report, but if crisis situations come up, then extra communication is needed.

Several concessions are being provided to the Occupants, including acceptance into the housing regardless of a low credit-score, Not requiring a Move-In Deposit from occupants, Setting a lower than Market Value monthly occupancy fee, and providing resources for completing any **Foundation** required tasks.

In return, the Occupants must commit to work on maintaining family stability, including jobs and household balance, and to meet the **Section 12** required Tasks & Assignments.

By signing this Agreement, the occupant agrees he/she will work to lead the family to be in a self-sustaining, stable condition by the end of the occupancy period, so that the family is fully prepared and capable **of moving out of the Foundation property on or before that date.**

Effective on the date specified at the top of page 1 and as attested here:

By Occupant: (sign) _____ (date) _____
Print name:

By Occupant: (sign) _____ (date) _____
Print name:

By Foundation: (print) _____ (sign) _____

ADDENDUM TO MONTEREY FOUNDATION PROPERTY OCCUPANCY AGREEMENT**MONTEREY FOUNDATION PROPERTY RULES AND REGULATIONS**

These rules and regulations are incorporated into and made a part of the occupancy agreement effective _____ [effective date of agreement] between the **Monterey Foundation** [Management/owner] and _____ [Occupant/occupying family] concerning the premises commonly known and referred to as _____ [premises], and are attached thereto as an addendum. **Failure to comply with these rules may result in termination of the Occupancy Agreement and eviction from the property.**

The policies and rules contained herein may be modified, and new policies and rules adopted by the Foundation at any time as they deem necessary. Those changes shall become effective on the date they bear, or thirty days after delivery of a copy of the amended rules to the occupant, whichever is later.

I. GENERAL POLICY

A. This property is designated as NON-SMOKING, WEAPON FREE, NO PETS, and DRUG FREE in its entirety. These are Zero Tolerance rules and could result in immediate termination.

B. This Occupancy Agreement is made exclusively with the occupying family. No other persons (relatives, boyfriend/girlfriend, live in roommates) are included. Any guest remaining overnight on the premises for more than seven consecutive days shall be conclusively deemed an **unapproved** lodger under the occupancy agreement.

C. All occupancy fees, utility schedules, and items listed in the Occupancy Agreement shall apply to all Head(s) of Household. Those fees and schedules are hereby made part of this document, even if done separately, or on different dates.

D. NOTE: Monterey Foundation **does not** provide insurance coverage for your things while living here. Occupants are responsible for securing such insurance as the Occupant deems prudent.

II. CONDUCT ON PREMISES

A. Occupants shall maintain good relations with the neighbors. Please refrain from any conduct, and ensure any guests refrain, that a reasonable person would deem likely to annoy or disturb other residents, while in the premises itself, or in the surrounding public areas and parking areas. Please maintain a presentable exterior and perimeter at all times.

B. Please respect any furniture and contents placed in the house for your use. People have donated those to help the Foundation, and to provide for current & future families.

C. Patio furniture may be placed on the deck or back porch with the prior consent of Foundation, provided it is properly maintained and does not, in the judgment of Foundation, become an eyesore.

D. Occupants shall refrain from playing any device or instrument at such a volume that it causes disturbance to other residents. No disrupting noise disturbances are permitted.

E. Trash and rubbish shall be disposed of in the alley garbage containers designated for that purpose. Large boxes and containers shall be broken down so as not to consume too much space in the garbage containers. Large or bulky items that will not fit into trash dumpsters shall be disposed of (at the occupant's expense) by removal to the appropriate disposal locations.

PROPERTY RULES ADDENDUM to OCCUPANCY AGREEMENT (Continued)

III. USE OF THE PREMISES

A. Occupants shall maintain the unit and yard free of accumulations of garbage and rubbish at all times. Occupant will take care of all yard maintenance activities: mowing, trimming, etc. as part of their 'fee' to occupy the property.

B. Occupants are responsible for keeping this property secure. All doors and entrances are provided with locks. Occupant must notify Foundation immediately should any of those break.

C. Occupant shall notify Foundation of any extended absences (i.e. more than three days) from the premises. During such absences by Occupant, management and its agents will NOT provide access to other persons, whether known to Occupant and management or not, unless expressly requested to do so by the Occupant in writing.

E. The Foundation or its agents shall have unlimited access to the property to manage, inspect, repair, or otherwise maintain the property. Advance notice will normally be given to all such access, unless an emergency condition is deemed to exist. Occupant will provide that access upon request.

IV. MAINTENANCE AND ALTERATIONS

A. Occupant shall notify Foundation or its agent of any repairs or needed maintenance to the promises as quickly as possible after those are discovered. Immediate notification is required for any PLUMBING, DOOR, or WINDOW (or other entry point in this unit) required repairs.

B. Occupant shall make no modifications or alterations to the property without the prior written consent of management. (i.) Decorations shall be installed in such a way as not to damage substantially the walls, ceilings, floors and carpets. (ii.) Satellite dishes and exterior attachments must be done in a secure and safe manner. (iii.) Repairs required because of a failure to follow this rule will be billed to the Occupant.

C. Window coverings shall be restricted to curtains, blinds, and window shades. Aluminum or other metal foil, newspapers, or any other such substances shall NOT be used as a window covering.

V. PARKING AND VEHICLES

A. No vehicle may be parked anywhere except in driveway or on the street in front of the house. Occupant's guests may park only in the same areas.

B. No disabled or unregistered vehicles, or vehicles with expired registration, shall be parked on the premises or in the street. Such vehicles will be towed to a storage yard at the owner's expense.

C. Keep the property clean and looking good from the street view. Let's be good neighbors and maintain a good image for the property.

D. No changing of oil or other vehicle fluids, or other similar vehicle repairs, shall be conducted on the premises. The occupant shall clean up oil drips or other concrete stains created by your vehicle.

E. Bicycles, play equipment, children's toys, skateboards, or other similar personal belongings shall NOT be left in the front yard and driveway areas unattended.

F. Fire Safety: Occupant shall not use or store gasoline, cleaning solvents, or other combustible substances inside the property, or any parking or garage spaces provided in connection with his occupancy. Occupant shall not use barbecues, grills, or other outdoor cooking equipment indoors, or use them outdoors in such a way as to be a fire hazard or create risk of damage to the property.

PROPERTY RULES ADDENDUM to OCCUPANCY AGREEMENT (Continued)

VI. LEGAL NOTICES AND GUIDELINES

A. Costs of repairing damage to the residence, clearing plumbing stoppages, or repairing damage to the property or appliances supplied therewith, **which are the result of negligence or misuse by Occupant shall be charged to Occupant and be payable upon demand.**

B. In the event that an Occupant defaults on the **Occupancy Agreement**, or violates these specific property rules and regulations, they still remain liable for payments due or scheduled to become due during the period of this agreement.

C. **Foundation** will notify occupant verbally and in writing when resident has violated or appears to violate either the Occupancy Agreement or these property rules. Foundation will give the occupant five days (5) to rectify the violation. If the occupant has not rectified or adequately addressed the violation with that time, the Foundation may terminate this agreement with an additional five-day notice to the occupant.

D. **Occupant** may notify the Foundation in writing when the Foundation has violated or appears to have violated any specific clause of the Occupancy Agreement. Foundation will have ten-days (10) from date of receipt of that notification to rectify the violation. In no case will the Foundation forfeit payment when the violation claimed by the occupant resulted from an intentional or negligent act by the occupant.

E. Any notices required by the **Occupancy Agreement** or by these **Property Rules** will be given in writing; one copy by certified mail, return receipt requested, and one copy via First Class US Mail. Notices to the occupant will be mailed to the property address, and any mail sent to the Foundation should be sent to **Monterey Foundation, 6111 82nd Street, Lubbock, TX 79424.**

Acknowledgment below indicates agreement to comply with all three pages of these rules and policies,

Acknowledged: _____ (Occupant’s initials)