

# Monterey Foundation Property - Occupancy Agreement \_\_\_\_\_ Family

The **Monterey Foundation** is a non-profit organization that provides financial and capital resources in support of Christian ministries and charitable grants for individuals and entities.

A. The property at \_\_\_\_\_ in Lubbock, Texas, is used as a resource assist families to transition from their current condition to better financial self-sustainability. It is NOT permanent housing.

**Families may reside in the property normally for one-year or less** while seeking better employment, family stability, and improvement in their financial state.

This **Occupancy Agreement** (Agreement) is our equivalent of a LEASE Agreement and bears the same legal obligations.

B. This **Occupancy Agreement** (Agreement) is a legally binding agreement between the **Monterey Foundation** (Foundation), and \_\_\_\_\_ (occupying family/occupant) for use of this property.

C. Occupants may occupy the property beginning \_\_\_\_\_ until \_\_\_\_\_. Occupants may move out of the property at any time prior to that date with a 10-day notice to **Foundation**. Occupancy shall include **no more than \_\_\_\_\_ people**, specifically \_\_\_\_\_ and \_\_\_\_\_ children.

D. An **Occupancy Fee Schedule** will be established outlining the monthly fees to be paid to the **Foundation** by the occupant with deadlines and stipulations that must be followed, or this **Agreement** may be declared void.

E. Occupants **are required** to pay an **application fee** to the Property Management company, but **NO deposit** or **Pre-paid Occupancy Fees** are required by the **Foundation**.

F. 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. Drugs, smoking, and firearms are also prohibited on property. **Failure to follow these rules can lead to expulsion from the property.**

G. The occupant agrees to pay all necessary utilities (water, gas, electricity) for the property according to an agreed upon **Occupancy Fee Schedule**. Any optional services (i.e., Cable TV, Satellite, Internet, etc.) are to be paid by occupants and are **not covered** by **Foundation**.

H. The house is offered with furnishing belonging to Owner. Occupant shall return all furnishings in good condition when they vacate the property. Note: The Occupant is encouraged to acquire "Renter's Insurance" to cover their own personal belongings as the Foundation does not provide that.

I. The occupants are to use the property exclusively as a **private residence**. Any additional person not included in **item C** above who remains overnight more than 7 consecutive days is an **Unapproved Lodger** under this agreement. You **may not** sublet or allow unapproved lodgers to live in the home.

J. Attached as **Exhibit A** to this document is the **Family Plan**. The Occupying Family **Head of Household** will be expected to accomplish the **specific tasks and goals** listed on that PLAN as part of their compliance with this **Agreement**. Each Family Plan is unique to this specific family.

K. Attached as **Exhibit B** are the **MONTEREY FOUNDATION PROPERTY RULES AND REGULATIONS** and apply ito this agreement. Occupant acknowledges by their signature on this **Agreement** that they have received that document and will comply with it.

OCCUPANT INITIALS \_\_\_\_\_

L. Foundation personnel may make periodic random visits to the premises as an ongoing effort to inspect for issues, to monitor Property rules, and for other purposes listed in this **Agreement**.

M. Photos of the occupants and at least some of their background story may be shared on social media or in **Foundation** communications for fundraising. Signing this **Agreement** gives **permission to the Board of Directors** for a limited use of those items unless specifically noted otherwise.

N. This **Agreement** represents a partnership between **Monterey Foundation** and the occupant family. Together, our goal is to help the occupant become more self-sufficient and able to be self-sustaining. That partnership requires transparent communications and frequent updates to perform well.

Occupant 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 required *Monthly Written Report*, but if crisis situations come up, then extra direct communication is required.

O. By signing this **Agreement**, the occupant agrees he/she will actively 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 and as attested here:**

By Occupant: (sign) \_\_\_\_\_ (date) \_\_\_\_\_  
Print name: \_\_\_\_\_

By Foundation: (print) \_\_\_\_\_ (sign) \_\_\_\_\_

## Occupancy Agreement

### Exhibit A - OCCUPANT FAMILY PLAN

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 **Occupant(s)** commits to work on maintaining family stability, including keeping job and household in balance, and agrees to **complete these mandatory tasks & assignments** by the deadlines indicated, or they may face removal from the property:

- a. A written **Monthly Report** will be submitted by the 5<sup>th</sup> day of each month to keep the Board aware of any issues or obstacles that have come up in the household. Send an email to [mikemart@swbell.net](mailto:mikemart@swbell.net) listing family and financial progress, both good or bad, encountered.
- b. The Occupant will complete an initial assessment visit with **April Carrasco**, Licensed Master Social worker within 15 days of move-in, and then at least once-every-month after that, as a mandatory part of this agreement. For the first two months of occupancy, we ask that you do a WEEKLY CALL with April just to stay in touch and actively engaged with her.
- c. The **Foundation** encourages **attending church weekly** at the congregation of your choice. We feel the support structure in a church family is important to progress.
- d. We may require your activity and participation in the **Unpack Ministries**, including required check-ins or periodic contact. Unpack can offer services and connections that are outside of our ability to provide.
- e. We may ask you to attend two sessions of the **SINGLE MOM'S MINISTRY** at South Plains Church of Christ. Contact information will be provided for that event. After two sessions, you have no obligation to attend any additional sessions, but you can. We have found this organization to be helpful and supportive of single moms.

**Please** report your current activities in these three items (items c. d. & e.) in your MONTHLY REPORT.

- e. Occupants will likely be asked to meet periodically with members of the **Foundation** Board to review; (1) current financial condition and budget, (2) current work records, and (3) general family progress towards financial stability and self-sufficiency. Meetings will be scheduled in advance, and occupants should arrange child-care (if needed) to allow their full attention during those sessions.
- f. Additional tasks designed to train or empower the occupant may be added with mutual agreement by the **Foundation** and the occupants and those will become part of this Section of the **Occupancy Agreement** when that occurs. Those could include attending counseling, seeking legal help through Legal Aid organizations, working to clear up past debts or collections, and other similar activities.
- g. It is absolutely essential for honest and open communications to exist between you and the Foundation. Frequent contact and updates from you to us are requirements for you to be allowed to reside in this property.

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# Occupancy Agreement

## EXHIBIT B – Property Rules and Guidelines

### PART OF MONTEREY FOUNDATION PROPERTY OCCUPANCY AGREEMENT

These rules and regulations are incorporated into and made a part of the occupancy agreement with **Monterey Foundation**. **Failure to comply with these rules may result in termination of the Occupancy Agreement and eviction from the property.**

#### A. PROPERTY MANAGEMENT and PAYMENT POLICY

Monterey Foundation uses Doors Property Management (DOORS) for collecting monthly fees and for major repairs or work orders. **The main interface to work with DOORS** is through **Appfolio.com** <https://www.appfolio.com> > login

- a. **Every person over 18 years of age** who plans on living at the property is required to **complete an online application**. **There is a \$45 fee charged to applicant**. Apply at: [https://westmark.appfolio.com/listings/rental\\_applications/1143/move\\_in](https://westmark.appfolio.com/listings/rental_applications/1143/move_in)
  
- b. All monthly DOORS payments are **due on 1<sup>st</sup> of the month** and will be considered *'late'* after the 5<sup>th</sup> day of the month. Please use DOORS to make your monthly payments as follows:
  - > Online with Credit or Debit Card through **Appfolio**
  - > Cashier Check or Money Order at DOORS office - 4105 84th St., Lubbock, TX 79423*Note: No CASH payments are accepted*
  
- c. Please notify **DOORS of all property problems immediately**, especially any plumbing or temperature issues as those may cause damage to the property. **Use Appfolio to access the TENANT PORTAL and log your problem**. DOORS, in turn, will notify the vendors we have named to come work on those issues. If no response is heard from DOORS within a reasonable time, please alert Michael Martin, 806-787-4700.

#### B. OCCUPANCY FEES

- a. The following **Occupancy Fee Schedule** will apply; fees are due to DOORS **by 1<sup>st</sup> of month**.

MONTH	FEE

MONTH	FEE

- b. **Utility Schedule** – Utilities for the house will be put in the Occupants Name using target dates City Of Lubbock: **TBD**    ATMOS ENERGY: **TBD**    RELIANT ENERGY: **TBD**

**NOTE.** The Foundation does not provide internet, cable tv, or streaming services. If the occupant wants those, it is their responsibility to pay for all costs associated with that service.

OCCUPANT INITIALS \_\_\_\_\_

## Occupancy Agreement

### PROPERTY RULES ADDENDUM to OCCUPANCY AGREEMENT (Continued)

#### C. GENERAL POLICY

- a. This property is designated as **NON-SMOKING, WEAPON FREE, NO PETS, and DRUG FREE** in its entirety. Zero Tolerance rules apply and violations could result in immediate termination.
- b. Occupants shall maintain good relations with the neighbors. Please refrain from any conduct, and ensure any guests refrain, that creates an issue. Please maintain a presentable exterior at all times.

#### D. 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. 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.
- c. **The Foundation or its agents shall have unlimited access to the property to manage, inspect, repair, or otherwise maintain the property.** Occupant will provide that access upon request.

#### E. MAINTENANCE AND ALTERATIONS

- a. Occupant shall notify Foundation or its agent of any repairs or needed maintenance to the premises as quickly as possible after those are discovered. **Immediate notification** is required for any PLUMBING, ELECTRICAL, DOOR, or WINDOW 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.
- c. 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 dumpster. Large or bulky items that will not fit into trash dumpsters should be disposed of (at the occupant's expense) by removal to the appropriate disposal locations.

#### F. 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. The occupant will clean up oil drips or other concrete stains created by your vehicle.
- c. Fire Safety: A Fire Extinguisher is provided on the property. Occupant shall not use or store gasoline, cleaning solvents, or other combustible substances inside the property.
- d. Occupant shall not use outdoor cooking equipment indoors at all, or use them outdoors in such a way as to be a fire hazard or create risk of damage to the property.

OCCUPANT INITIALS \_\_\_\_\_

## Occupancy Agreement

### PROPERTY RULES ADDENDUM to OCCUPANCY AGREEMENT (Continued)

#### G. 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.**

*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.*

*Acknowledgment below indicates agreement to comply with all six pages of this document:*

**Acknowledged:** \_\_\_\_\_ (Occupant's initials)

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