

## Bridge Program Agreement

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_  
between \_\_\_\_\_, as Property Manager (referred to as “we” or “us”)  
and \_\_\_\_\_ as Program Participant (referred to as “you”).

We permit your occupancy at Live Oak Apartments as described in Section 1 of this agreement. This agreement is made under the Terms set forth below. In consideration of their mutual promises, the parties above agree as follows:

### TERMS

#### 1. Description of Premises

- Single studio with kitchenette/one bathroom  Check here if ADA unit
- Single studio without kitchenette/one bathroom
- Two adjoining studios with kitchenette/two bathrooms  Check here if ADA unit
- Two adjoining studios without kitchenette/two bathrooms

Designated as unit number \_\_\_\_\_, located at 555 S Orchard Ave, Ukiah, CA 95482, together with fixtures, accessories, and the appliances and furnishings as described in Section 6.

#### 2. Program Duration

This agreement will begin on \_\_\_\_\_ and end upon 1) signing a tenancy lease, 2) after 90 days in Bridge Program, or 3) until terminated by either you or us as provided in this agreement.

You may terminate this agreement at any point during the term by providing a written minimum thirty (30)-day notice to us.

During the Program phase you are required to meet with on-site County staff to work towards housing stability, either through a subsidy or being able to pay out of pocket for the full market rent on the unit after the 90 days of the program. Meetings should happen twice monthly until you are leased or have located other housing options. If you are working on these goals on your own without the assistance of on-site staff, you must report your progress made and provide documentation when requested.



Failure to comply with this requirement may result in termination of program participation and a revocation of occupancy. Participation will be reviewed every 30 days; we reserve the right to terminate participation in the program at any review point.

### 3. Program Fees

Monthly Amount: The Program Fees for the Bridge Program and for the premises is 30% of your income, in the amount of \_\_\_\_\_ to be paid by you or on behalf of you to us at the following address: 555 S Orchard Ave, Ukiah CA 95482.

No cash will be accepted. Program Fee payments may only be made in the form of personal check, Cashier's Check, or Money Order.

Pro-rated Partial Month (if applicable): Program Fee requirement will begin on the first of the month after move-in.

Due Date / Late Charges: Program Fee shall be paid in advance on or before the first day of each month. If Program Fee is not paid by the end of the 5th day, you will be charged a late charge of twenty dollars (\$20.00). There will also be a fifteen-dollar (\$15.00) charge for all returned checks received by the Management Agent / Owner. Payment made for any returned checks may only be made with a Cashier's Check or Money Order. All payments received will first be applied to late fees, any outstanding balance, etc., then to Program Fee owed.

If Program Fee is not paid by the due date (5th) and no arrangements have been made for payment, the Program Participant will receive a 30-Day Notice to Pay or Quit.

### 4. Utilities

The following utilities are included in your Program Fee:

Water     Electric     Sewer     Garbage     Internet     Phone, internet-based, in room

Additional utilities that in any way alter or change the building are not allowed, including but not limited to satellite and cable.

### 5. Condition of Premises

You have examined the premises and all fixtures including smoke detectors contained therein, and accept the same as being clean and in operative condition with only those exceptions noted on the Inspection Report.

### 6. Unit Furnishings

Units are furnished units. The following unit furnishings are included in your Program Agreement. These items are expected to be kept in good repair:



- Microwave       Refrigerator                       Queen/King size bed     \_\_\_\_\_ additional bed(s)
- Television       Table with Chair                       Nightstand
- TV Stand w/drawers and small refrigerator     Linens (Sheet set, mattress protector, blanket)

No furniture may be brought into the building without prior approval. Only requests made for health-related accommodations will be allowed. Furniture may not be removed from rooms without prior approval.

No waterbeds or water-filled furniture shall be allowed in the unit, except as allowed in writing by us. If such permission is granted, said waterbed or device will be fully lined, and you agree to deposit with us proof of insurance coverage for an amount no less than \$100,000.

**7. Use**

You shall use the premises as, and only as, your primary place of residence. You shall not cause or permit any illegal activity on the premises or in any part of the common areas or on the property.

The premises shall be occupied only by members of your household, which consists of \_\_\_\_\_ adults (anyone 18 years of age or older) and children (anyone under 18 years of age) with the following names. You must inform us in writing and receive written approval from us prior to allowing another person to reside in the unit.

Name of Household Member	Date of Birth

The selection criteria for this program sets forth minimum and maximum household sizes for particular units. If, as a result of a change in the number of persons in your household, your household decreases to below the minimum or increases above the maximum allowed we may, with at least 30- days prior written notice, require that you move to an available unit of the appropriate size. You must then execute a new Program Agreement prior to occupancy of the new unit.



## 8. Pets

No animals or pets of any kind shall be kept or allowed on or about the premises at any time, unless pre-approved by management in writing and in accordance of the terms of the Pet Rule Policy. There are no exceptions.

Visitor's pets are not allowed on property unless as a certified ADA service animal and they must provide paperwork upon request.

## 9. Maintenance

You shall keep the premises and all fixtures, accessories, and appliances in a clean, sanitary, and safe condition. If you or your guests cause or permit damage to the premises or any of the common areas, you will be charged for the cost to repair the damage and or if necessary, the replacement cost. These charges must be paid within thirty days of the receipt of billing. This included disposing of trash, food, chemicals, or other objects in the plumbing.

## 10. Remodeling and Alterations

You shall not undertake any remodeling, redecorating, or alteration, including painting and wallpapering, to the premises without receiving our prior written permission.

## 11. Parking Violations

Vehicles parked in the following areas will be towed immediately without notification at the sole expense of the owner of the vehicle: parking in the fire lanes; blocking other vehicles completely or partially; parking in another person's assigned parking space. Speed limit is not to exceed 5 MPH at any time. There will be no parking of recreational vehicles, trailers, boats, or large trucks on the premises without receiving our prior written authorization.

## 12. Sublease or Assignment

You shall not sublease or assign this agreement or any portion thereof. If you attempt to sublease or assign this agreement, this agreement shall be null and void and no right to occupy the premises shall arise from any attempted sublease or assignment.

## 13. Entry and Inspection

We or our agent may enter and inspect the premises after giving reasonable notice to you for:

- a) making necessary or agreed upon repairs;
- b) inspecting for compliance with the terms of this agreement;



- c) showing the premises to prospective lenders, purchasers, tenants, contractors, repair workers, or representatives from the Program;
- d) performing contracted pest control services;
- e) conducting quarterly / annual and any other inspections; and
- f) weekly room inspections, scheduled in advance with the program participant.

You will be given reasonable advance notice in writing before entry of the unit during normal business hours (generally, 8 am to 5 pm on weekdays). Twenty-four hours or more shall be considered reasonable notice for the purpose of entry. The notice will state the date, approximate time and purpose of entry. We or our agent may enter the premises without notice, if necessary, for reasons related to an emergency such as fire or flooding.

#### **14. Joint Responsibility**

You must be 18 years of age or older or an emancipated minor to sign this agreement. You acknowledge that this agreement is between us and each person executing this agreement jointly and individually. In the event of default by any one program participant, each one shall be individually and completely responsible for the full performance of all obligations of program participant under this agreement, jointly with every other program participant, and individually whether or not in possession. In the event of default by any one, each and every person who executed the program agreement shall be responsible for payment of the total Program Fees stated in Section 3 (Program Fees) and all other provisions of the agreement.

#### **15. Renter's Insurance**

We do not provide insurance for your personal property. Program participant(s) agree that the property manager is not responsible for personal injuries or property damage caused by the negligent, willful, or intentional conduct of program participant(s), and/or his/her/their guest or invitees and will not reimburse the program participant for any costs incurred as a result of these activities. This clause does not waive property manager's duty of care to prevent personal injury or property damage when that duty is imposed by law.

#### **16. Termination and Eviction**

We may terminate this agreement during the agreement term period and, if necessary, evict you only with Good Cause. One or more of the following violations constitutes Good Cause:

- a) Failure by the program participant to maintain applicable eligibility requirements under the Program or other eligibility requirements as approved by the Department;
- b) Material noncompliance by the program participant with the Agreement, including one or more substantial violations of the Agreement and/or Code of Conduct or habitual minor violations of the Agreement and/or Code of Conduct which:



- i. adversely affect the health and safety of any person or the right of any tenant to the quiet enjoyment of the premises, related project facilities, and neighboring properties;
  - ii. substantially interfere with the management, maintenance, or operation of the premises or
  - iii. result from the failure or refusal to pay, in a timely fashion, Program Fee or other permitted charges when due. Failure or refusal to pay in a timely fashion is a minor violation if payment is made during the 3-day notice period;
- c) Material failure by the program participant to carry out obligations under federal, state or local law;
  - d) Subletting by the program participant of all or any portion of the unit;
  - e) Drug related criminal activity engaged in on or near the premises, by any program participant, household member, or guest, and any such activity engaged in on the premises by any other person under the program participant's control;
  - f) Any other action or conduct of the program participant constituting significant problems that can be reasonably resolved only by eviction of the program participant, provided the program participant has been previously notified in writing that the conduct or action in question would be considered cause for eviction. Examples of action or conduct in this category include the refusal of a program participant, after written notice, to accept reasonable rules or any reasonable changes in the agreement or the refusal to recertify income or household size.
  - g) Any threat of violence or act of violence may result in immediate termination of this agreement and result in immediate eviction.

## 17. Legal Fees

If any legal action be brought by either party to enforce the terms of this Bridge Program Agreement, the prevailing party is entitled to all costs incurred in connection with such an action, including reasonable attorney fees as awarded by the court.

## 18. Waiver

Our failure to insist upon the strict performance of the terms, covenants, agreements, and conditions contained herein, or any of them, shall not constitute or be construed as a waiver or relinquishment of our right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

## 19. Abandonment of a Unit

If the owner/agent and/or property staff does not receive written notice of an extended absence from the program participant, the owner/agent and/or property staff shall consider the household to have abandoned the unit if any of the following occur:

- a) The owner/agent and/or property staff or property staff has reason to believe the unit is no longer occupied.
- b) Another resident or staff reports/confirms that there has been activity that indicates that the resident has moved.



- c) Program fee is more than fourteen (14) days past due and there has been no contact from the resident or the resident’s representative as appropriate.
- d) The household has not acknowledged or responded to requests for communication and/or meetings.
- e) The owner/agent has sought and obtained a court order to enter the unit in the case of suspected abandonment.
- f) The owner/agent has credible information to believe the sole household member has been incarcerated, admitted for extended hospitalization, or has died.

Subject to local tenant/landlord requirements, if a unit is thought to be abandoned, property staff will:

- a) Attempt to contact the residents by phone or other communication for one (1) business day.
- b) Enter the unit to conduct an emergency inspection.

If household members do not respond to the property staff’s attempts to contact the resident, the owner/agent and/or property staff will take appropriate steps to have the unit declared abandoned. The owner/agent and/or property staff will take legal action, including termination of assistance, and eviction.

**20. Additional Terms and Conditions**

Additional provisions as checked below are incorporated, attached to, and made a part of, this agreement:

- |   |   |
|---|---|
| <input type="checkbox"/> Code of Conduct                        | <input type="checkbox"/> Appliance Use and Rules                                      |
| <input type="checkbox"/> Pet Rule Policy                        | <input type="checkbox"/> Pest Control Addendum  |
| <input type="checkbox"/> Reasonable Accommodation Policy        | <input type="checkbox"/> Restrictions on BBQs and the Storage of Flammable Substances |
| <input type="checkbox"/> Section 504 Grievance Procedures       | <input type="checkbox"/> Release of Information                                       |
| <input type="checkbox"/> Tenant Grievance Procedures and Report | <input type="checkbox"/> Homeless Management Information System Intake Form           |
| <input type="checkbox"/> Smoke Detector Agreement               |   |
| <input type="checkbox"/> Service Request Procedure              |   |

Additional information about our program’s policies and procedures is available on our website: [www.projecthomekeymendocino.org](http://www.projecthomekeymendocino.org). This program manual is reviewed and updated regularly for quality improvement purposes.

**21. Disclosure**

Background checks will be done on all of our Program Participants and adult members of their household. It is expected that any criminal history be disclosed at this time. Undisclosed information may result in eviction.



**22. Acknowledgment**

As consideration for your continued fulfillment of the terms and conditions of this agreement, we agree that you may, during the effective period of this agreement, have and enjoy the use of the premises described above.

Program Participant(s):

\_\_\_\_\_

Name

\_\_\_\_\_

Date

\_\_\_\_\_

Name

\_\_\_\_\_

Date

\_\_\_\_\_

Name

\_\_\_\_\_

Date

\_\_\_\_\_

Name

\_\_\_\_\_

Date

Owner / Manager / Agent:

\_\_\_\_\_

Name

\_\_\_\_\_

Date

\_\_\_\_\_

Title

