

Lots of Love

A Program of Move Mountain View



Program Agreement

A. This agreement is made on this 7 day of October, 20 by and between Peninsula Bible Church Hosting Organization ("HOST") and Move Mountain View ("Move MV"), a California non-profit corporation (collectively "the PARTIES").

HOST agrees to provide 4 (number) parking spaces overnight on its parking lot located at

3605 Middlefield Road, Palo Alto, CA 94306

(address) on

the understanding that the use of these parking spaces will be under the management of Move MV. The vehicle owners/occupants are known herein as "GUESTS."

HOST agrees to protect the privacy of GUESTS parking in the HOST'S Lot by adhering to the requirements of Federal HIPAA regulations. Compliance includes not sharing GUEST names, images or any identifying information publicly.

HOST agrees that Move MV will be solely responsible for case management, coordination, management, overseeing registration, and the resolving of GUEST issues while they are using the overnight parking spaces at HOST'S Lot and will supply staff to supervise this project.

HOST agrees to attend orientation to learn how to serve and interact with the GUESTS prior to opening the HOST'S Lot.

HOST agrees that they may collaborate with Move MV in opportunities for the HOST to provide additional assistance to the GUESTS of Move MV. For continuity of care Move MV shall guide and manage these collaborations. Gifts of food, hotel vouchers, clothing, etc. will be collected at MoveMV offices and distributed to the GUESTS.

HOST agrees that program concerns on the part of the HOST shall be directed to the MoveMV Program Director and/or Operations Manager. Host agrees that Move MV will be the sole manager of the GUEST services provided by MoveMV.

HOST agrees that they shall not take applications for parking lot spaces. This task is reserved solely for MoveMV and Community Service Agency of Mountain View and Los Altos (CSA).

Move MV agrees to provide Lot Monitor(s) to supervise and maintain the Safe Parking Program at the HOST'S Lot.

Move MV agrees to provide Case Management.

Move MV agrees to provide Insurance and will supply certificate of coverage to HOST.

HOST and Move MV 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 shall continue until December 31, 2021, unless either party terminates the Agreement as provided herein.

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 HOST'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 GUESTS:** Move MV will issue permits to authorized GUESTS as provided in the Site Term Sheet and will only issue permits to GUESTS with whom Move MV has a written agreement to use the Designated Space for overnight parking. The written agreement between Move MV and GUESTS will at a minimum contain the following conditions:
 - a. No drugs, marijuana, or alcohol may be contained in the vehicle or consumed on the HOST property.
 - b. No firearms or weapons of any kind are permitted.
 - c. No cooking or food preparation may be performed outside of GUEST'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 GUEST must possess a current driver's license, vehicle registration and insurance for the vehicle that will be parked in the Designated Space. Move MV 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. Additional unregistered occupants are not allowed.
 - h. Vehicles must park at least 1/2 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 HOST property.
 - k. GUESTS 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 Move MV and GUESTS.

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

5. **Removal of Vehicles:** Subject to the California Vehicle code, upon notification by HOST, Move MV 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 HOST, Move MV will also remove any vehicle that is owned by a GUEST that is parked anywhere on the lot other than in a Designated Space and any unauthorized vehicle parked on the property.

6. **Indemnification:** Move MV shall defend, indemnify and hold harmless HOST, 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 HOST property; except

those claims, demands, damages, costs, expenses, judgments or liabilities resulting from the negligence or willful misconduct of HOST, its employee, agents, or representatives. Move MV shall provide a "Certificate of Liability Insurance" naming the HOST as an additional insured to HOST. Move MV shall notify HOST immediately in the event of any accident, damage or injury arising out of or in connection with this Agreement.

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

8. Condition of Property and Improvements: HOST 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 HOST.

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

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. Termination: This Agreement may be terminated by either party in writing with 30 days notice. HOST will allow up to 60 days to transfer clients to other available Safe Parking Lots.

15. 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.


HOST and MOVE MV have executed this Agreement as of the last date set forth below.

HOST

By: 
Pastor of Administration & Compassion
[Signature, Title]

Date: 10/8/2020

MOVE MV

By: 
OPERATIONS MANAGER
[Signature, Title]

Date: Oct 9, 2020

Note: MOVE Mountain View has requested to enter into this page of our agreement after we receive permission from the City of Palo Alto to operate a Safe Parking Lot on our property.

EXHIBIT A: SITE TERM SHEET

NAME OF HOST: _____

ADDRESS OF HOST: _____

a. Number of Spaces and Hours of Operation:

Subject to the terms of the Agreement, Move MV-designated GUESTS 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 HOST.

b. Permitted Vehicles: HOST may specify allowed vehicle types.

Vehicle types allowed are

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

GUESTS permitted to use facility are:

c. Other Site Specific Agreements

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

HOST

MOVE MV

By : _____

By : _____

[Signature, Title]

[Signature, Title]

Date : _____

Date : _____

(18September2020)