

Lots of Love

A Program of Move Mountain View

Program Agreement



A. This agreement is made on this 29 day of January, 2021, by and between Highway Community 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

3373 Middlefield Rd, 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.

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 August 31, 2022, 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 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 EXHIBIT A - Site Terms Sheet and EXHIBIT B - MOVE MV COVID PROTOCOLS 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.

