



Property Owner/Property Manager Participation Memorandum of Understanding

I. OVERVIEW

A. This Memorandum of Understanding (hereafter “the AGREEMENT”) is made this _____ day of _____, by and between HousingCLT (a program of Non-Profit Industries, a North Carolina not-for-profit corporation, hereafter referred to as “the PROGRAM”) and _____ (PROPERTY OWNER/PROPERTY MANAGER NAME) (hereafter referred to as “the HOUSING PROVIDER”).

Check here if the person executing this agreement is the PROPERTY OWNER.

Check here if the person executing this agreement is PROPERTY MANAGER of the property acting on behalf of and with express written permission of the PROPERTY OWNER.

B. DEFINITIONS

- The “PROGRAM” is HousingCLT, operating under the umbrella of Non-Profit Industries, D.B.A. Socialserve.com. The PROGRAM is a formal referral conduit between “HOUSING PROVIDERS” and approved “PARTICIPATING AGENCIES” seeking permanent housing placements for their clients who are experiencing homelessness.
- A “HOUSING PROVIDER” is a rental property owner or professional rental property manager that has agreed to make rental housing units available to homeless individuals or families referred by a PARTICIPATING AGENCY. HOUSING PROVIDERS agree to attend a program orientation conducted by PROGRAM staff, make safe, habitable, quality affordable housing available and provide such housing in accordance with terms and conditions detailed herein.
- A “PARTICIPATING AGENCY” is a social services agency providing supportive services to individuals and families who meet the United States Department of Housing and Urban Development definition of “homeless.” PARTICIPATING AGENCIES agree to undergo orientation provided by the PROGRAM to ensure their capacity to comply with the terms of their respective agreements with the PROGRAM and provide (or contract for) supportive services to assist formerly homeless clients’ stability in housing placements achieved through the PROGRAM.
- “HOMELESS” as defined under one or more the following categories:
 - People who are living in a place not meant for human habitation, in emergency shelter, in transitional housing, or are exiting an institution where they temporarily resided. The only significant change from existing practice is that people will be considered homeless if they are exiting an institution where they resided for up to 90 days (it was previously 30 days), and were in shelter or a place not meant for human habitation immediately prior to entering that institution.
 - People who are losing their primary nighttime residence, which may include a motel or hotel or a doubled-up situation, within 14 days and lack resources or support networks to remain in housing. HUD had previously allowed people who were being displaced within 7 days to be considered homeless. The proposed regulation also describes specific documentation requirements for this category.
 - Families with children or unaccompanied youth who are unstably housed and likely to continue in that state. This is a new category of homelessness, and it applies to families with children or unaccompanied youth who have not had a lease or ownership interest in a housing unit in the last 60 or more days, have had two or more moves in the last 60 days, and who are likely to continue to be unstably housed because of disability or multiple barriers to employment.
 - People who are fleeing or attempting to flee domestic violence, have no other residence, and lack the resources or support networks to obtain other permanent housing. This category is similar to the current practice regarding people who are fleeing domestic violence.

- “HOUSING” is defined herein as a safe, habitable, local code compliant, and appropriately zoned rental housing unit either owned or professionally managed by an entity who has signed a Memorandum of Understanding with the PROGRAM and has undergone orientation from the PROGRAM to be an approved HOUSING PROVIDER. For the purposes of this agreement, “HOUSING” includes units that are master-leased by a “PARTICIPATING AGENCY” or those leased directly to the qualifying homeless individual or family.

II. HOUSING PROVIDER RESPONSIBILITIES TO THE PROGRAM

HOUSING PROVIDERS approved by the PROGRAM agree to use the following process and screening criteria for all potential tenants referred by PARTICIPATING AGENCIES approved by the PROGRAM. These standards allow property owners/managers to set in advance the screening criteria they believe best suits their community needs and risk tolerance.

A. SCREENING PROCESS

(HOUSING PROVIDER NAME)

agrees to use the following screening process and alternative screening criteria when evaluating applications for tenancy made by PARTICIPATING AGENCIES formally approved by the PROGRAM.

- i. The HOUSING PROVIDER agrees to provide written notice to all applicants regarding the disposition of the applications within five (10) business days of receipt.
- ii. Appeals may be permitted if made in writing by the applicant within 10 days of written notification of denial.
- iii. HOUSING PROVIDERS must respond to Participating Agencies and their clients no later than 10 days after such appeals are made to the HOUSING PROVIDER.
- iv. HOUSING PROVIDERS agree to provide written notice to both the applicant and the referring Participating Agency of the disposition of any appeal within five (5) business days of its disposition.

B. ALTERNATIVE SCREENING CRITERIA

The Property Owner/ Property Manager self-selects the alternative screening criteria they will use to evaluate referrals for HousingCLT prospective tenants. Please check the box that represents the MAXIMUM risk level for which you will approve a prospective HousingCLT referral applicant.

Number of Evictions

- 5 = good rental history / no evictions
- 4 = no rental history
- 3 = 1 eviction > 3 years old (but will consider circumstances)
- 2 = 2 evictions more than 1-2 years old
- 1 = Eviction(s) within the last 12 months (but will consider circumstances)

Housing History

- 5 = good rental history / no evictions
- 4 = no rental history
- 3 = Eviction >3 years ago, or multiple evictions, any time period (but will consider circumstances)
- 2 = Eviction 1 -3 years old (but will consider circumstances)
- 1 = Eviction < 12 months (but will consider circumstances)

Landlord Debt – # landlords owed

- 5 = no landlord debt & good credit
- 4 = no landlord debt
- 3 = owes 1 landlord
- 2 = owes 2 landlords
- 1 = owes 3 or more landlords

Landlord Debt – \$ amount

- 5 = no landlord debt & good credit
- 4 = no landlord debt
- 3 = debt < \$600
- 2 = debt b/w \$601 and \$2,000
- 1 = debt > \$2,000

Credit history

- 5 = good credit history with no delinquent accounts
- 4 = fair credit history, no more than 2 delinquent accounts, less than \$5,000 outstanding debt (excluding student loans and/or medical debt)
- 3 = more than 3 delinquent accounts, more than \$5,000 total outstanding debt (excluding student loans and/or medical debt)
- 2 = one bankruptcy, resolved
- 1 = one or more bankruptcies, with one or more unresolved

Criminal Background

- 5 = no criminal background
- 4 = misdemeanor, including traffic-related
- 3 = misdemeanor assault / larceny / breaking & entering / drug possession
- 2 = felony > 3 years \$ crimes
- 1 = felony > 3 years against people or property, sale of controlled substances, or manufacture of methamphetamine, sex offenses

Allow for any misdemeanor convictions, except as specified here:

III. ADDITIONAL TERMS & CONDITIONS

- A. INSPECTION OF PROPERTY:** The HOUSING PROVIDER agrees to an inspection of the unit by PARTICIPATING AGENCY staff, HousingCLT, or any other entity required by the source providing any rental subsidy, assistance, or voucher prior to the signing of a lease agreement.
- B. PREVENTION OF DAMAGES:** The HOUSING PROVIDER agrees to work closely with Participating Agencies to prevent property damages. If damages occur despite early interventions, the HOUSING PROVIDER manager will follow Risk Mitigation Fund Guidelines for reimbursement of PARTICIPATING AGENCY referral tenants.
- C. RISK MITIGATION FUND:** On discovery of damage or loss caused by the tenant, or if a PARTICIPATING AGENCY referral tenant has vacated the unit, the HOUSING PROVIDER agrees to notify the PROGRAM within 10 business days of the damages and estimated costs of repairs. The HOUSING PROVIDER has an obligation to take every measure possible to avoid further damage. The PROGRAM reserves the right to inspect the damages and obtain its own cost estimates. Final bills, including proof of payment, are required to be submitted to the PROGRAM within 60 days of the initial date of claim. All Risk Mitigation Fund payments are made as reimbursements. No Risk Mitigation Funds will be advanced to a claimant.
- D. STATUS OF THE PARTIES:** Nothing contained in this Agreement is intended to, or shall be construed in any manner as creating or establishing an employer, agency, partnership or joint venture relationship between the parties.
- E. INDEMNIFICATION:** HOUSING PROVIDER agrees to, and hereby does, indemnify and hold harmless the PROGRAM and its officers, officials, employees, and agents from and against any and all damages, penalties, fines, claims, suits, liabilities, costs (including clean-up costs), judgments and expenses (including reasonable attorneys' fees), arising out of or in any manner relating to HOUSING PROVIDER'S performance or failure to perform, or from any act of negligence or willful misconduct by HOUSING PROVIDER or any of its agents, employees, contractors or subcontractors, relating to this Agreement, including but not limited to, any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to a person(s) or damage or destruction to any property, real or personal, tangible or intangible; or arising from HOUSING PROVIDER'S violation of any law. The PROGRAM shall not become a guarantor of, nor be liable for, any work, goods or services provided by or through the HOUSING PROVIDER. The PROGRAM shall not be liable for any breach of contract, violation of law or tort committed by any agent, contractor, supplier or vendor of the HOUSING PROVIDER.
- F. COMPLIANCE:** The HOUSING PROVIDER shall make itself aware of and comply with, and shall cause each of its employees, contractors, subcontractors to comply with, all applicable Federal, State, and local laws and regulations applicable to this agreement, including obtaining all required permits and licenses or fulfilling documentation requirements and processes required by any entity that will be providing rental assistance, subsidy, or voucher support to tenants served under this agreement.
- G. TERMINATION:** Either the PROGRAM or the HOUSING PROVIDER may terminate this agreement by providing 30 days written notice to the other party. However, both parties agree to abide by all terms of this agreement for all HousingCLT referral tenants housed under this agreement prior to the date of such termination until those tenants' leases naturally conclude.
- H. SIGNATORY AUTHORITY:** By signing on the next page _____ agrees to abide by the terms of this agreement and warrants their authority to execute this document. If the signer is acting as a legally contracted PROPERTY MANAGER for the PROPERTY OWNER, the property manager warrants their authority to sign this agreement and affirms they have the approval of the all of PROPERTY'S OWNERS to enter in to this agreement.

X _____
(PROPERTY OWNER/PROPERTY MANAGER SIGNATURE)

Date _____

(PRINT PROPERTY OWNER/PROPERTY MANAGER NAME)

(COMPANY NAME)

X _____
(HOUSING CLT PROJECT DIRECTOR)

Date _____

(PRINT HOUSING CLT PROJECT DIRECTOR NAME)

Please return this completed form to:

Brian Huskey / Project Director, HousingCLT
brian@socialserve.com
PO Box 35305 / Charlotte, NC 28235
Office 704.323.5540
<http://HousingCLT.com>

HousingCLT Administrative Use Only

Application for approval was received on _____ via email snail mail hand-delivery

Approved as HousingCLT Participating Agency effective _____. Agency notified on _____.

Not approved as HousingCLT Participating Agency. Agency notified on _____.

Comments:

(Brian Huskey, HousingCLT Project Director)

(Date)