

Memorandum of Understanding

This Memorandum of Understanding is between [_____] (“Client”) and _____ (“Landlord”).

A. Client is a nonprofit corporation that provides shelter, housing opportunities, and supportive services to [_____]. Client provides such services, in part, through its “[_____]” and “[_____]” (together, the “Program”).

B. Landlord is a housing provider in [_____] County that has agreed to enter into a lease with a participant in the Program.

Client and Landlord agree as follows:

1. Lease. Landlord agrees to:

- (a) Support the Program by entering into a lease agreement (“Lease”) with _____ (“Client”) with respect to a one-bedroom apartment located at _____ (the “Unit”) for a monthly rent of \$_____;
- (b) Cause Client’s Lease and related agreements to be subject to substantially the same terms, conditions, certifications, and tenancy rules that it applies to other tenants at this apartment location; and
- (c) Provide Client with a copy of the Lease.

2. Rent. Client agrees to support Client by paying the monthly rent payments due to Landlord under the Lease by the fifth day of each month.

3. Term. The initial term of this MOU will begin on the date of execution of this MOU. The initial term will expire on the date on which the Lease expires.

4. Renewal. Provided that Client continues as a participant in the Program and that Landlord and Client enter into a new or renewed Lease, and at Client’s sole discretion, Landlord may renew this MOU for additional terms by giving Client 30-days written notice of its intent to do so. Each additional term will expire on the date on which the new or renewed Lease expires.

5. Termination. This MOU may be terminated early under the following circumstances:

- (a) **Client’s Right to Terminate.** Client may terminate this MOU on 30-days written notice to Landlord if: (i) Client fails to comply with the conditions of enrollment in the Program, (ii) Client ceases to participate in the Program for any reason, (iii) Client ceases to reside in the Unit, (iv) Client stops operating the Program for any reason, (v) Landlord provides Client with a notice of eviction, or (vi) Landlord defaults on its obligations under this MOU. Client may terminate this MOU immediately upon written notice to Landlord if Client’s funding for the Program ceases or is reduced.
- (b) **Landlord’s Right to Terminate.** Landlord may terminate this MOU on 30-days written notice to Client if: (i) Client defaults on its obligations under this MOU, (ii) Landlord evicts Client, or (iii) Client is in default under the Lease.
- (c) **Automatic Termination.** If the Lease terminates for any reason, this MOU will automatically terminate at the same time.

6. **Consequences of Termination.** Upon termination of this MOU, Client will have no further obligations to Landlord, including, but not limited to, any obligations to continue paying the amounts due to Landlord under this MOU, and Landlord will have no further obligations to Client.
7. **Client NOT GUARANTOR.** Landlord agrees that Client is not a guarantor of Client's payment or performance of any terms or conditions of the Lease. With the exception of payment of the rent during the term of this MOU, and irrespective of whether any Client employee, contractor, volunteer, or affiliate has inspected or failed to inspect the Unit or provided or failed to provide Client with any case management or property management services, Client is solely responsible for complying with all terms of the Lease, including, but not limited to, payment of any security deposit and utility costs not included in the monthly rent.
8. **No Third Party Beneficiary.** This MOU is for the exclusive benefit of Client and Landlord and not for the benefit of any third party including, but not limited to, Client. No third party has the power to enforce the terms of this MOU.
9. **Entire Agreement.** This MOU is the entire agreement between Client and Landlord and supersedes all prior or contemporaneous written and oral agreements, negotiations, correspondence, course of dealing, and communications between Client and Landlord relating to the same subject matter. This MOU may be modified only as stated in a writing signed by both Client and Landlord and reciting that it is an amendment to this MOU.
10. **Limitation of Liability.** If Client defaults on any obligation under this MOU, Client will be liable to Landlord solely for the amounts due under Section 2 of this MOU. Client will not be liable for any additional costs including, but not limited to, interest payments, late fees, damages, penalties, attorney's fees, or collections costs.
11. **Governing Law.** This MOU is governed by California law. Client and Landlord consent to the exclusive jurisdiction and venue of the state and federal courts of California.
12. **Notices.** Any notices required or permitted to be given under this MOU will be either by personal delivery or by certified mail addressed to the respective parties at their addresses indicated in the signature blocks below. Such addresses may be changed by notice in writing to either party.

Dated as of: _____

CLIENT:

LANDLORD:

Authorized Representative

Authorized Representative

Name and Title

Name and Title

Address for Notices:

Address for Notices:

