

**Revocable License Agreement
Sample Template**

This Agreement is entered into and effective ____ by and between THE CHURCH and the LOW INCOME HOUSING INSTITUTE (“LIHI”) collectively known as the “Parties.”

I. The Recitals

A. THE CHURCH is a religious non-profit organization. Sheltering of low income and homeless individuals is a religious exercise for THE CHURCH

B. The Low Income Housing Institute (LIHI) is a 501c3 non-profit organization. LIHI develops, owns and operates housing for the benefit of low-income, homeless and formerly homeless people in King County and administers a range of supportive service programs to assist those it serves.

III. Terms of Agreement

A. THE CHURCH hereby agrees to establish a tiny house village known as _____ on church-owned property located at _____ (“site”). The property will be used as a temporary encampment in accordance with the Seattle Land Use Code, Chapter 23.42.054.

B. The conditions of The Tiny House Village established under the Agreement are as follows:

1. Duration of Agreement. The initial length will be for one year at the designated site effective from the date of signing. This agreement will be reviewed in 6 months and again prior to the end of the one year contract length. THE CHURCH may, at its option, renew this agreement annually.

2. Contacts. LIHI shall identify to THE CHURCH one staff person and provide daytime and nighttime contact information for this person. The name shall be updated upon change.

3. Maximum Numbers. No more than two registered adult residents will occupy each unit. A maximum of ____ tiny houses will be placed at the site. LIHI will provide THE CHURCH with access to the daily register as needed or by request. A representative from THE CHURCH may ensure that all forms have been completed to their satisfaction.

4. Sex Offender Checks. All prospective residents will be checked for sex offender status prior to registering as a village participant. This information will be verified by reviewing the Valid Government Issued Picture Identification provided by each resident at his/her initial intake. Convicted and registered sex offenders will not be allowed to occupy the property.

5. Landscape Buffers. A privacy fence with minimum six foot height shall be established along _____ (streets/boundaries) to ensure privacy or conform to the city ordinance.

6. Parking. The Parties will make every effort to respect established parking and shall make every effort to work collaboratively with established residents, churches and businesses to avoid negative parking

impacts. This includes but is not limited to location of village residents' vehicles, and times and locations of delivery trucks and service vehicles.

7. Health Regulations. The Parties shall permit inspections of the village by Seattle King County Public Health Department with or without prior notice. The Parties shall work with the King County Public Health Department as necessary to resolve issues identified.

8. Staff and Residents. A roster of all LIHI staff at the village shall be provided to THE CHLIRCH and updated as needed. LIHI shall keep a daily register of the names of the village residents and retain that list for at least six months.

9. Fire Safety Regulations. The Parties shall permit inspections of the village by the Seattle Fire Department with or without prior notice. LIHI will maintain fire extinguishers onsite. Smoking will not be allowed in any structure. Smoking may be allowed in one designated outdoor area.

10. Inspections. Onsite LIHI staff shall permit inspections of all areas by THE CHLIRCH and/or City of Seattle staff at reasonable times with or without prior notice for compliance with the terms of this Agreement and all applicable laws. Authorized THE CHLIRCH representatives may make inspections throughout the village to ensure satisfactory hygiene and safety standards are being observed. Emergency inspections by THE CHLIRCH may be made to determine if the Code of Conduct or other rule violations are occurring.

11. Program Management. The Parties will provide services as identified in the Supportive Services Plan. The day-to-day operations will be managed by LIHI with resident engagement. Oversight will be provided by THE CHLIRCH. Residents will help clean and maintain the village. LIHI employs grievance procedures. LIHI and/or another designated service provider will provide case management and housing navigation services.

12. Code of Conduct. LIHI will enforce at all times at the site the Code of Conduct. The Code of Conduct requires that all residents abide by the following:

- a. No drugs or alcohol are permitted in the community areas.
- b. No weapons are permitted in the village.
- c. Knives over 3.5 inches are not allowed.
- d. No violence is permitted.
- e. No theft is permitted.
- f. No open flames are permitted.
- g. No trespassing onto private property in the host neighborhood is permitted.
- h. No loitering in the host neighborhood is permitted.
- i. No disruption of neighbors is permitted.
- j. No verbal abuse, intimidation remarks, yelling or degrading remarks against members of the host or LIHI staff or neighbors is permitted.
- k. No verbal abuse, intimidation remarks, yelling or degrading remarks between residents of the village is permitted.
- l. No littering in the village or surrounding neighborhood is permitted.
- m. No political signs are permitted without permission of the host.

13. Enforcement of Code of Conduct. For the protection of the village residents and the neighborhood, LIHI shall diligently enforce the code of conduct. LIHI shall take the following enforcement actions:

- a. Upon notice by THE CHURCH to LIHI, or if LIHI learns of a potential violation of provisions A. thru H. of the Code of Conduct as set forth above, LIHI shall investigate and, if sustained, require the responsible resident(s) to be subject to disciplinary action, including leaving the village. If the complaint of violation was made by THE CHURCH, or a member of the neighborhood, LIHI shall inform THE CHURCH, and the neighborhood member(s) of the results of its investigation and any action taken. LIHI will inform THE CHURCH prior to informing the neighborhood members of results of all disciplinary actions.
- b. Upon notice by THE CHURCH, or if LIHI learns of a potential violation of provisions I. thru M. of the Code of Conduct as set forth above, THE CHURCH or LIHI shall inform the other parties to this agreement of the potential violation. LIHI shall investigate and, if sustained, notify the responsible resident(s) of the violation and issue them a warning. That warning will notify the responsible resident(s) that they are on probation and that repeated violation of the Code of Conduct will cause LIHI to require them to leave the village. LIHI shall inform THE CHURCH and the neighborhood member(s) of the results of its investigation and any action taken.
- c. If LIHI fails to inform THE CHURCH of violations or to discipline residents who violate the Code of Conduct, LIHI shall be subject to the Dispute Resolution and Sanctions provision of this Agreement as set forth in Paragraph 24 below. If THE CHURCH learns of uncontrolled violence or acts of violence by residents that LIHI cannot address, this Agreement may be terminated as set forth in Paragraph 24.

14. Security.

- a. LIHI will maintain the safety and security of the property prior to and during occupancy of the village.
- b. LIHI agrees to provide at least one person to be on duty once occupancy begins.
- c. LIHI agrees to inform one of the contact persons for THE CHURCH of any non-medical 911 calls 24 hours after they occur.
- d. LIHI shall respond promptly to any questions or concerns regarding operations by THE CHURCH or neighbors in a prompt and respectful manner.

15. Condition of premises. LIHI will keep the designated site in a clean and hygienic condition at all times. It is a mandate that the advice and requirements set forth by the Health Department regarding the prevention of rodent infestation be followed. Individual storage must therefore only be within the tiny house units, and must be kept to the maximum equivalent of four 33 gallon bags per person. One bicycle per person is allowed on the premise. It is the responsibility of the residents and LIHI to ensure all trash and debris is collected and discarded properly. If a THE CHURCH representative notices a violation of this policy, he/she may contact the LIHI staff person and will receive a response within 24 hours . Upon the village departure from the designated site, LIHI will remove the tiny homes, equipment, appliances, furnishings, any structures, and fencing unless otherwise agreed to with THE CHURCH.

16. Tiny House Construction. All tiny houses are raised at least one foot above the ground and moveable. The tiny houses qualify as accessory units and are no larger than 120 sq ft. All units, platforms and cinder blocks are the property of LIHI. These structures are not stand alone homes or domiciles, but sleeping and storage areas accompanied by other living spaces located in the community areas of the village.

17. Other Structures. An additional security pavilion, case management offices, kitchen, community area and hygiene facilities will be included on the site.

18. Utilities. LIHI will pay all utility bills.

19. Operating Expenses. LIHI agrees to pay operating expenses. LIHI will reimburse THE CHURCH for costs incurred by the church for maintaining this agreement and related obligations. Payment to THE CHURCH will be made on a monthly basis, unless otherwise agreed upon by both parties. Any incidental payments will be paid upon request.

20. Duration of Stay. The Parties agree to remain at the site for up to one year from the date this contract is signed. Annual renewals are allowed per Section B. 1.

21. Cancellation of Agreement. Either party may terminate this agreement for no cause with 90 days written notice to the other party. THE CHURCH may terminate this agreement for ongoing violations per Section B. 24. below.

22. Meals & Services. Provision of meals shall be the joint responsibility of the Parties. Donations will also be the responsibility of the Parties. THE CHURCH will provide services onsite as identified in the Supportive Services Plan. LIHI or another provider will provide the residents with supportive services and case management. Case management staff will work with the residents to move them into transitional, permanent and other stable housing. The Parties will collaborate on fundraising and the solicitation of needed in-kind donations and supplies.

23. Indemnification and Hold Harmless. The Parties agree THE CHURCH is not responsible for the actions, inactions or omissions of LIHI or of any resident of the village. All residents shall sign a registration statement acknowledging the residents' willingness to comply with the Code of Conduct and agreeing not to bring a claim or action against THE CHURCH or LIHI for injuries or occurrences happening within or around the village, irrespective of fault or negligence. LIHI agrees to compensate THE CHURCH for damage to the property that has been caused by its use or negligence. THE CHURCH will not be responsible for any incidental damages to property surrounding the church property. Proof of insurance must be provided to THE CHURCH and will be the responsibility of LIHI to obtain.

24. Dispute Resolution and Sanctions.

a. If THE CHURCH believes this Agreement has been breached, the party representatives shall meet within three business days and make every reasonable attempt to resolve the dispute. If resolution cannot be promptly reached, THE CHURCH reserves the right to give 60 days notice and terminate their sponsorship.

b. Notwithstanding the foregoing, if the alleged breach presents an imminent threat to public health or safety, THE CHLIRCH, after written notice to LIHI, may terminate their sponsorship by giving 30 days notice.

25. Appointment of contact persons. The following persons are designated as the contact persons for service of all notices provided in this Agreement:

Low Income Housing Institute:

Sharon Lee, Executive Director: (206) 571-5730

Mailing address: 1253 S Jackson, Seattle, WA 98144

THE CHURCH

Pastor] _____

All parties are under a continuing obligation to update the designation of their respective contact persons in writing as necessary.

26. Assignment. The Agreement cannot be assigned by LIHI to any other entity without permission from THE CHLIRCH.

27. Referrals. THE CHLIRCH will be able to refer homeless individuals and households to three tiny houses during initial occupancy and as vacancies occur.

28. Construction. This Agreement shall be construed according to the fair intent of the language as a whole, and not for or against either party.

29. Integration of Agreement Terms. This Agreement is a full and complete integration of the parties' agreement, and there are no promises, covenants, or representations concerning the subject of this Agreement not contained herein.

30. Waiver. The failure to enforce any provision of this Agreement shall not be considered or construed to be a waiver of any rights or responsibilities under this Agreement.

31. Permit. All terms and conditions of the permit required by the local jurisdiction are incorporated into this Agreement. All permits required by the local jurisdiction are the responsibility of LIHI.

32. Community Notification. The Parties will be responsible for informing nearby neighbors and businesses of any community meetings regarding the village in coordination with the Department of Neighborhoods. LIHI will contact other community representatives at the request of THE CHLIRCH.


33. Community Advisory Committee (CAC). The CAC will be comprised of diverse members of the community that will provide advisory input on operations and address ideas, offers of support, complaints and concerns from neighbors. Minutes of the meetings will be posted on the City of Seattle Human Services Department website. THE CHLIRCH representatives and LIHI staff will participate in the CAC meetings. The public is invited to attend.

THE CHURCH

Pastor

Date

Low Income Housing Institute



Sharon Lee, Executive Director

Date