

## SUB-LEASE AGREEMENT

This Sub-Lease Agreement ("Agreement") is effective as of 10/2/2024 ("Commencement Date"), by and between the Richmond Police Activities League, a California public benefit corporation ("RPAL") and Tiny Village Spirit, a California public benefit corporation ("TVS").

### RECITALS

This Agreement is made with respect to the following facts:

- A. RPAL leases that certain real property in the City of Richmond, County of Contra Costa, State of California located on the south side of Bissell Avenue between 22nd and 23rd Streets (a triangular remainder of APNs 514-020-001 through 514-020-015) that is described more particularly in Exhibit A (the "Property") from the City of Richmond ("City") pursuant to an Agreement to Lease, dated March 8, 2022 ("2022 Lease") as amended by the First Amendment to the Lease dated 10/31/2023 ("First Amendment") (collectively the "Lease") a copy of which is attached as Exhibit B and is hereby incorporated by reference.
- B. TVS seeks to create and operate a Tiny House Village and related structures necessary to operate the Village upon a portion of the Property to house and serve homeless youth as described in the First Amendment to the Lease. The Project shall include construction and operation of seven (7) tiny houses and related structures ("Tiny Homes") on the Property, and with City's prior written consent, another six (6) Tiny Homes. The Tiny Homes shall be made available at affordable rent to unhoused youth age 18-24 and one onsite Resident Manager (the "Project").

### AGREEMENTS

In consideration of the foregoing, which are incorporated herein by reference, the mutual covenants and undertakings described herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, RPAL and TVS agree as follows:

- 1. Premises.** The Premises consists of the portion of the real property leased by RPAL shown on the map attached hereto and incorporated herein as Exhibit C.
- 2. Lease.** RPAL hereby subleases to TVS and TVS agrees to sublease from RPAL the Premises.
- 3. Term.** Unless earlier terminated in accordance with the terms hereof, the "Term" of this Agreement shall commence on the Commencement Date and shall continue until for a period of twelve (12) months from the date Tiny Homes are installed upon the Premises pursuant to City permits (the "Expiration Date").
- 4. Use of Premises.** TVS and TVS's contractors, operators, agents, and invitees shall occupy and use the Premises exclusively for the purpose of the Project. TVS shall not allow any activities that are illegal or that constitute a nuisance upon the Project Area. TVS shall not permit residential occupancy of any structure until said structure receives a final Certificate of

Occupancy from the City. TVS shall not allow any activities that increase the existing rate of insurance on the Premises, or cause the cancellation of any insurance on the Premises. TVS shall not commit or allow to be committed any waste upon the Premises.

Any construction upon the Premises shall be only as depicted in the plans and specifications in Exhibit D and only as approved and permitted by all applicable government agencies. TVS shall only enter into contracts with licensed entities for any construction activity that requires a license. All work performed in relation to the Project by TVS, any entity contracted by TVS or any of their volunteers, agents, representatives, or contractors shall comply with all relevant federal, state and local laws, rules, regulations and standards, zoning and building codes, ordinances, operating certificates for facilities, or licenses for an activity.

Upon completion of construction and throughout the term of the sub-lease, TVS shall contract with Hope Solutions (or another professional property management and homeless supportive services provider hired by TVS, subject to approved by RPAL and the City) to manage the Program Area and the Program participants. TVS shall only enter into contracts with licensed entities for any activity that requires a license.

**5. Consideration.** TVS agrees to pay RPAL, by the first (1st) day of each month rent of \$1.00 in consideration of sublease of the Premises.

**6. Business Tax Certificate and Exempt Status.** Prior to the Effective Date, TVS shall obtain and provide proof of a current and valid business tax certificate in the name of TVS from City. This certificate must remain current and valid during the Term, and TVS shall provide evidence of its compliance with this requirement upon request of RPAL.

TVS represents and warrants that it is a public benefit corporation duly organized and existing under the laws of the State of California and recognized by the Internal Revenue Service as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code. TVS agrees to maintain its tax exempt status throughout the term of this Agreement and to use the Premises exclusively for charitable purposes.

**7. Utilities.** TVS shall be responsible for paying for all utilities required by TVS including but not limited to: electricity, gas, water, garbage and telephone. RPAL shall not be responsible for providing any utilities to or on the Premises and shall not be liable for any loss, injury or damage to person or property caused by or resulting from any variation, interruption, or failure of utilities due to any cause whatsoever, except to the extent due to the intentional misconduct or gross negligence of RPAL. TVS will procure, or cause to be procured, without cost to RPAL, all necessary permits, licenses or other authorizations required for the lawful and proper installation, maintenance, replacement, and removal on or from the Premises of utilities, wires, pipes, conduits, tubes, and other equipment and appliances for use in supplying all utilities or services to the Premises. RPAL, upon request of TVS, and at the sole expense and liability of TVS, shall join with TVS in any reasonable applications required for obtaining or continuing such utilities or services.

**8. Condition and Acceptance of the Premises.** TVS warrants that it has inspected the Premises and accepts the Premises as of the Commencement Date in its "as is" condition and subject to (a) all applicable zoning, municipal, and county laws, ordinances, and regulations governing and regulating the use of the Premises and the Permitted Use, (b) any covenants or

restrictions of record or off record, and (c) subject to all matters disclosed in this Agreement and any exhibits attached hereto, if any. TVS shall be responsible for performing any work necessary to bring the Premises into a condition satisfactory to TVS. TVS expressly acknowledges and understands that the Premises are not designed for the Permitted Use. TVS acknowledges that RPAL has made no representation or warranty, express or implied, and, to the maximum extent permitted by law, waives and releases RPAL and its directors, officers, employees, attorneys, and agents (collectively, the "RPAL Parties") from any and all liability to TVS, its officers, directors, employees, agents and invitees (collectively, the "TVS Parties"), for any loss, damage, liability, or liability for damages, whether for loss of or damage to property or injury to or death of persons, and whether or not known or suspected, which may arise out of use of or access to the Premises by TVS or any of the TVS Parties, and whether or not caused by or arising out of the act or omission of RPAL or any of the RPAL Parties, which waiver and release shall survive the expiration or earlier termination of this Agreement.

**9. Hazardous Materials.** TVS shall not cause or allow the transport onto, use, storage, deposit, release, handling, or disposal of (collectively, "Release") any Hazardous Materials (defined below) on or about the Premises or the Property, except for commercially reasonable amounts of such materials customarily used in the course of maintenance or operation of the Premises, so long as such use is in compliance with all Environmental Laws (defined below). "Hazardous Materials" means any substance that is toxic, explosive, corrosive, flammable, radioactive, carcinogenic, dangerous, or otherwise hazardous, including gasoline, diesel fuel, petroleum hydrocarbons, polychlorinated biphenyls (PCBs), asbestos, radon, and urea formaldehyde foam insulation. "Environmental Laws" means all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Materials, or pertaining to occupational health or industrial hygiene (and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Materials on, under, or about the Property), occupational or environmental conditions on, under, or about the Property, as now or may at any later time be in effect. If TVS or any of the TVS Parties contaminates the Premises or the Property during the Term, and such contamination requires mitigation, remediation, or removal under federal, state or local law, TVS shall promptly undertake all necessary actions to remove the contaminating material or substance from the Premises and/or the Property at no cost to RPAL and in compliance with all applicable law, provisions of this Agreement, and as directed by RPAL. If TVS fails to comply after twenty-four (24) hours' written notice from RPAL, RPAL shall have the option (but not the obligation) to complete the work required to remove the Hazardous Materials at TVS's cost, which cost shall be due from TVS upon demand from RPAL. If within thirty (30) days of the commencement of the Term, TVS or RPAL discovers that Hazardous Materials are located on the Premises in violation of Environmental Laws and which were not Released by TVS or any of the TVS Parties, then RPAL and TVS shall each have the right to terminate this Agreement upon ten (10) days' written notice to the other, which shall be no later than five (5) days after the discovery of such Hazardous Materials.

**10. Maintenance and Repairs.** RPAL shall have no obligation to maintain or repair the Premises. Except for any maintenance or repairs resulting from misuse by or gross negligence of RPAL, TVS shall, at its own cost and expense, keep and maintain all portions of the Premises and all improvements located on the Premises in good order and repair, consistent with the Permitted Use, and in as safe and clean a condition as they were when received from RPAL, reasonable wear and tear excepted. TVS shall be responsible for the maintenance and repair of any and all of TVS Improvements to the Premises. If such maintenance is not provided, and if

the condition continues for more than ten (10) days after receiving written notice from RPAL, TVS may be in default, and RPAL may be entitled to exercise all rights and remedies under this Agreement.

**11. Right to Inspect Premises.** Except in the event of an emergency, RPAL shall provide twenty-four (24) hours' advance notice to the TVS before entering Premises to inspect, install, construct, repair or maintain any part of the Premises. In the event of any emergency, RPAL shall not be required to provide any advance notice. RPAL reserves the right to enter the Premises with proper notice to inspect the Premises and to make any repairs that it may consider necessary to the preservation of the Premises. If any of those repairs should have been made by TVS, TVS shall reimburse RPAL for the cost of such repairs within thirty (30) days from the RPAL's request for reimbursement. RPAL shall provide documentation of repairs. However, such repairs by City shall not be construed as a waiver of RPAL's right to require TVS to keep the Premises in repair as required by this Agreement.

**12. Legal Requirements.** TVS and all of the TVS Parties shall comply with all applicable laws, statutes, ordinances, zoning restrictions, governmental rules or regulations, covenants and restrictions of record, or requirements of duly constituted public authorities now in force or which may hereafter be in force with respect to the Premises and TVS's use thereof ("Law(s)"). TVS shall not use the Premises or permit anything to be done on or about the Premises that will in any way conflict with any Laws. TVS shall (a) obtain all required permits and approvals for use of the Premises (collectively, "Governmental Approvals"), (b) maintain all required Governmental Approvals throughout the Term, and (c) comply with the requirements of such Governmental Approvals throughout the Term.

**13. TVS's Indemnity.** Except to the extent of Claims (as defined below) arising from the gross negligence or intentional misconduct of RPAL, TVS agrees to protect, defend (with counsel acceptable to RPAL), indemnify, save, and hold RPAL and all of the RPAL Parties harmless from any third party actions, liability, claims, losses, expenses (including reasonable attorneys' fees and costs), or liability (collectively called "Claims") resulting from use and occupancy of the Premises by TVS and/or any of the TVS Parties, including but not limited to any Claims by an invitee or sub-licensee regarding claimed tenancy on the Premises arising from the Permitted Use. TVS agrees that TVS has an immediate and independent obligation to defend RPAL and all of the RPAL Parties from any Claims when such a Claim is tendered to TVS and shall continue thereafter until the Claim is resolved to the satisfaction of RPAL. TVS's obligations shall survive the expiration or sooner termination of this Agreement.

**14. Insurance.** TVS shall obtain and keep in force general commercial liability insurance covering all of TVS's activities at the Premises during all periods that this Agreement is in effect. Said insurance shall have all characteristic described in Exhibit B to the Lease. TVS shall, prior to the Commencement Date, deliver to RPAL certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to RPAL. All contractors retained by TVS to construct tiny houses, if any, shall be required to purchase insurance regarding their operations having all characteristic described in Exhibit B to the Lease, with TVS named as an additionally insured. TVS and its contractors, if any, shall obtain all required workers compensation insurance as well as comprehensive construction liability insurance prior to conducting any construction activities at the Premises.

15. **Liens.** TVS is not authorized to subject the Premises to any liens or claims of lien. TVS shall keep the Premises free from any liens created by or through TVS. TVS shall indemnify and hold RPAL and City harmless from liability for any such liens including, without limitation, liens arising from any TVS Improvements. If a lien is filed against the Premises by any person claiming by, through or under TVS, TVS shall, within 10 days after RPAL's demand, at TVS's expense, either remove the lien or furnish to RPAL a bond in form and amount and issued by a surety satisfactory to RPAL, indemnifying RPAL and the Premises against all liabilities, costs and expenses, including attorneys' fees, which RPAL could reasonably incur as a result of such lien.

16. **Subordination and Attornment.** This Agreement shall, upon execution by TVS, be deemed subordinate to any lease, ground lease, mortgage, deed of trust or any other hypothecation or other security (collectively, "Security Instrument") now or hereafter placed upon the Premises and to any and all advances made on a Security Instruments and to all renewals, modifications, consolidations, replacements and extensions thereof. This Agreement shall be deemed subordinate to any Security Instrument whether this Agreement is dated prior or subsequent to the date of the Security Instrument or the date of recording thereof. In the event of any foreclosure, transfer by deed in lieu or comparable process with respect to the Premises, TVS shall attorn to such transferee. Notwithstanding such subordination, TVS's right to quiet possession of the Premises shall not be disturbed if TVS is not in default and so long as TVS shall perform all of the provisions of this Agreement.

17. **Assignment and Subletting.** TVS shall not assign, sublet, mortgage, encumber or otherwise transfer any interest in this Agreement or any part of the Premises ("Transfer"), without first obtaining approval from RPAL, provided, however, that TVS may sub-license the residential portion of tiny houses located within the Premises to TVS program participants without RPAL's consent. No Transfer shall relieve TVS of any liability under this Agreement notwithstanding RPAL's consent to such Transfer. Consent to any Transfer shall not operate as a waiver of the necessity for RPAL's consent to any subsequent Transfer.

18. **Surrender.** Upon the expiration or prior termination of the Term, TVS shall quit and surrender possession of the Premises to RPAL in as good order and condition as when TVS took possession, reasonable wear excepted. Upon such expiration or termination, TVS shall, without expense to RPAL, cause to be removed from the Premises (i) all debris and rubbish, (ii) all personal property owned by TVS or installed or placed by TVS on the Premises, (iii) such similar articles of any other persons claiming under TVS (including invitees or sub-licensees), and (iv) such TVS Improvements, as RPAL may, in its sole discretion, require to be removed by TVS. TVS shall repair at its cost and own expense all damage to the Premises resulting from such removal. No act or thing done by RPAL or any agent, contractor or employee of RPAL during the Term shall be deemed to constitute an acceptance by RPAL of a surrender of the Premises unless such intent is specifically acknowledged in writing by RPAL. If TVS fails to restore the Premises to RPAL's reasonable satisfaction after twenty-four (24) hours' written notice from RPAL, RPAL shall have the option (but not the obligation) to complete the work required to restore the Premises to its original condition (but including any TVS Improvements RPAL agreed may remain), at TVS's cost, which cost shall be due by TVS upon demand from RPAL. If TVS fails to remove any personal property of TVS or invitees or sub-licensees, RPAL may, at its option, remove and store the property at the sole cost and expense of TVS (payable upon demand), and at the sole risk of TVS and without further responsibility on the part of RPAL, RPAL may sell or dispose of the same in accordance with RPAL's storage of property

policies and all due process. TVS hereby waives all claims for damages that may be caused by RPAL re-entering and taking possession of the Premises and removing or disposing of said goods and fixtures as herein provided.

**19. Termination Due to Default.** RPAL shall notify TVS in writing of a default by TVS under this Agreement, including a reasonably detailed description of the default. In the event of default, TVS shall have (i) ten (10) business days from the date of RPAL's written notice to cure any monetary default described in such notice, and/or (ii) thirty (30) days from the date of RPAL's written notice to cure any non-monetary default described in such notice, provided, however, that if the nature of default would require more than thirty (30) days, then the breaching party shall have such reasonable time as may be necessary (not to exceed ninety (90) days) to cure the default, so long as said party has commenced such cure within the initial 30-day period and continues in good faith to prosecute the same to completion. If TVS fails to cure the default within the period described above to the satisfaction of RPAL, RPAL shall have the option, in its sole and absolute discretion, to terminate this Agreement. If TVS breaches or fails to perform any of its obligations under this Agreement, and the notice and opportunity to cure has been given to TVS as provided above, RPAL may, but shall be under no obligation to, cure TVS's breach. Prior to effecting such cure, RPAL shall give TVS written notice of its intent to cure. Any amount expended by RPAL, along with the maximum legal rate of interest not to exceed ten (10) percent per annum, shall be reimbursable by TVS to RPAL, immediately upon request by RPAL. Defaults under this Agreement include, but are not limited to, the following:

- (a) Failure to pay any monetary consideration when due under this Agreement.
- (b) Failure to use the Premises in accordance with this Agreement or use of the Premises for purposes not specified in this Agreement.
- (c) Failure to maintain and keep the Premises in good repair as described in this Agreement.
- (d) Failure to comply with any insurance requirements of this Agreement.
- (e) Failure to reimburse RPAL for any cost paid by RPAL that TVS is obligated to pay under this Agreement, including, but not limited to, the cost of restoration, repair, maintenance and any other expense under the Agreement.
- (f) Failure to keep the Premises free and clear of any liens.
- (g) Assignment of this Agreement or encumbering the Premises without the prior written consent of RPAL.
- (h) Failure to comply with all applicable Laws.
- (i) TVS's (1) filing for bankruptcy, dissolution, or reorganization, or failure to obtain a full dismissal of any such involuntary filing brought by another party before the earlier of final relief of sixty (60) days after the filing; (2) making a general assignment for the benefit of creditors; (3) applying for the appointment of a receiver, trustee, custodian, or liquidator, or failure to obtain a full dismissal of any such involuntary application brought by another party before the earlier of final relief or sixty (60) days after the filing; (4) insolvency; or (5) failure, inability, or admission in writing of its inability to pay its debts as they become due.

- (j) Failure to comply with any other obligations of TVS under this Agreement.

In addition to the right of RPAL to terminate this Agreement in connection with a default of TVS, RPAL shall be entitled to exercise all other rights and remedies available to it at law or in equity and/or under this Agreement.

**20. No Waiver.** The waiver by either party of any breach or default by the other party of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach by a party of the same or another provision.

**21. Interruption of Use.** If use of the Premises is materially interrupted or rendered unlawful or unsafe as a result of any governmental action, (other than any grossly negligent act of RPAL), other calamity, or other force majeure event, RPAL and TVS shall have the option to terminate this Agreement upon twenty-four (24) hours' written notice.

**22. Damage or Condemnation.** If all or part of Premises is destroyed or damaged from any cause and the resulting damages or force majeure frustrates TVS's use of Premises or causes the use of Premises to be unfit for the intended purpose or use described in this Agreement or creates a unsafe or hazardous condition, either party shall have the option to terminate this Agreement upon thirty (30) days' written notice to the other party. In any event, RPAL shall not have any obligation to TVS under any circumstances to repair any damage to Premises or to rebuild any structure on Premises. If all or part of Premises is taken under the power of eminent domain, or sold under the threat of condemnation, either party shall have the option to terminate the Agreement upon thirty (30) days' written notice to the other party.

**23. Holdover.** If TVS fails to vacate the Premises by 11:59 p.m. on the Expiration Date or upon earlier termination, then this Agreement shall continue on a month-to-month basis, and TVS shall become a holdover TVS subject to the terms and condition of this Agreement. During the holdover period, RPAL and TVS shall each be entitled to terminate this Agreement with thirty (30) days' written notice to the other party, and thereafter, the Agreement shall terminate on the thirtieth (30th) day following the date of the notice. All other terms of the Agreement shall remain in effect.

**24. Notices.** Notices under this Agreement may be made by personal delivery to the individuals specified below or by prepaid, registered, or certified mail, return receipt requested, addressed as follows:

To RPAL: LARRY LEWIS, EXEC. DIRECTOR  
To TVS: Sally Hindman, Exec. Director  
Attn: Sally Hindman, Executive Director

Either party with a written notice to the other party may change the address and person designated for notice under this Agreement.

**25. Entire Agreement.** This Agreement contains the entire understanding between the parties relating to this transaction and may not be amended except in writing signed by both parties.

26. **Litigation Costs.** If an action is commenced to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to other costs and fees from the other party.

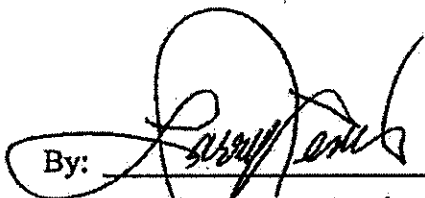
27. **Exhibits.** All exhibits referenced in this Agreement are attached hereto and made a part of this Agreement.


28. **Counterparts.** This Agreement may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. A PDF copy of a party's signature on this Agreement shall constitute an original and be binding on all parties when assembled into a fully executed Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RPAL:

TVS:

By:   
Name: LARRY LEWIS  
Its: EXEC. DIR. RPAL  
Date: 10/2/24

By:   
Name: Sally L. Hindman  
Its: Exec. Dir., Tiny Village Spirit  
Date: 10/2/24



## Memorandum of Understanding

This Memorandum of Understanding ("MOU") is entered into and effective as of October 4, 2024 ("Effective Date") by and between Richmond Police Activities League, a California public benefit corporation ("RPAL"), Tiny Village Spirit, a California public benefit corporation ("TVS"), Hope Solutions, a California public benefit corporation ("Hope Solutions") and Safe Organized Spaces—Richmond, a California public benefit corporation ("SOS Richmond") (collectively hereafter the "Parties").

1. RPAL leases that certain real property in the City of Richmond, County of Contra Costa, State of California located on the south side of Bissell Avenue between 22nd and 23rd Streets (a triangular remainder of APNs 514-020-001 through 514-020-015) that is described more particularly in Exhibit A (the "Property") from the City of Richmond ("City") pursuant to an Agreement to Lease dated March 8, 2022 ("2022 Lease") as amended by the First Amendment to the Lease dated October 31, 2023 ("First Amendment") (collectively the "Lease") a copy of which is attached as Exhibit B and is hereby incorporated by reference.

2. TVS seeks to create and operate a Tiny House Village and related structures necessary to operate the Village upon a portion of the Property to house and serve homeless youth as described in the First Amendment to the Lease. The Project shall include construction and operation of seven (7) tiny houses ("Tiny Homes") on the Property, and with City's prior written consent, another six (6) Tiny Homes as described in more detail in Exhibit D. The Tiny Homes shall be made available at affordable rent to unhoused youth age 18-24 and one onsite Resident Manager (the "Project"). The parties agree that TVS and its licensed contractors shall construct and create the Tiny Homes and related structures. TVS shall own the Tiny Homes. The parties agree that upon completion of construction, Hope Solutions shall provide professional property management and homeless supportive services for the Project under contract with TVS. The Parties agree that upon completion of construction, SOS Richmond shall provide professional security services for the Project under a sub-contract with Hope Solutions, as described in more detail in Exhibit G.

3. The purpose of this MOU is to satisfy the conditions imposed in Section 9.5 of the First Amendment. To the extent all such conditions are satisfied and so long as TVS and entities contracted by TVS are solely and exclusively responsible and liable for all permitting, legal compliance, construction, ownership, operation, maintenance, insurance, security and supportive services regarding the Project, RPAL shall sub-lease a portion of the Property depicted on Exhibit C (the "Project Area") to TVS so that TVS can create and operate the Project for the term and upon all terms stated in the First Amendment, this MOU and a sub-lease agreement to be executed by RPAL and TVS. TVS agrees that all of its activities related to the Project and this MOU shall comply with all terms of the Lease.

4. The Parties agree that the sub-lease for the Project Area shall be commercially reasonable and shall include the following terms:

(a) TVS's use of the Project Area shall be exclusively for Project uses. TVS shall not allow any activities that are illegal or that constitute a nuisance upon the Project Area. TVS shall not permit residential occupancy of any structure until said structure receives a final Certificate of Occupancy.

(b) Any construction upon the Project Area shall be only as depicted in the plans and specifications in Exhibit D and only as approved and permitted by all applicable government agencies. TVS shall protect RPAL from mechanics liens. TVS and its contractors shall obtain all required

workers compensation insurance as well as comprehensive construction liability insurance prior to conducting any construction activities upon the Project Area. TVS shall only enter into contracts with licensed entities for any construction activity that requires a license. All work performed in relation to the Project by TVS, any entity contracted by TVS or any of their volunteers, agents, representatives, or contractors shall comply with all relevant federal, state and local laws, rules, regulations and standards, zoning and building codes, ordinances, operating certificates for facilities, or licenses for an activity.

(c) Upon completion of construction and throughout the term of the sub-lease, TVS shall contract with Hope Solutions (or another professional property management and homeless supportive services provider hired by TVS, subject to approved by RPAL and the City) to manage the Program Area and the Program participants. TVS shall only enter into contracts with licensed entities for any activity that requires a license.

(d) Upon execution of the sub-lease and throughout its term, SOS Richmond (or a sub-contractor hired by Hope Solutions, subject to approved by TVS, RPAL and the City) shall provide security services for the Project Area.

(e) TVS shall pay all expenses for utilities, maintenance, operation and insurance regarding the Project Area. RPAL shall not be responsible for any cost or expense related to the Project Area during the term of the sub-lease.

(f) TVS shall not assign the sub-lease without the prior written consent of RPAL. TVS may sub-lease or sub-license the residential portion of tiny houses located within the Project Area to TVS program participants without RPAL's consent.

(g) TVS shall maintain general commercial liability insurance regarding all operation, occupancy, maintenance and use of the Project Area in an amount required by Exhibit A of the Lease. All contractors retained by TVS shall be required to purchase insurance regarding their operations with similar limits with TVS named as an additionally insured.

(h) TVS shall indemnify and hold RPAL harmless against and from any and all claims arising from TVS's use of Project Area.

5. Upon RPAL's sub-lease of the sub-Premises, TVS and its agents shall make The Tiny Homes available at affordable rent to unhoused youth age 18-24 and one onsite "Resident Manager". Kitchen, bathroom facilities, and parking will be on the Property adjacent to the Tiny Homes. The Tiny Homes may remain on the Property for a period of twelve (12) months commencing upon the date that they are installed pursuant to City permits. With City's prior written consent, such period may be extended for one additional year. Upon City's written approval, another six (6) Tiny Homes may be placed on the Property subject to the conditions set forth in this Section 9.1 and Section 9.5 of the First Amendment.

6. TVS agrees that City's issuance of applicable permits is required prior to the installation of any and all structures on the Property.

7. TVS shall satisfy all of the following conditions contained in Section 9.5 of the First Amendment as follows:

(i) TVS must correct all violations described in that certain letter dated August 23, 2023, delivered to RPAL by City. These include, without limitation, the requirement to obtain applicable use permits for storage facilities and structures and uses.

(ii) TVS must submit for City review and approval the description of the schedule, costs, responsibilities, and obligations of each party responsible for installation/construction and operation, management and maintenance of the Tiny Homes attached hereto as Exhibit E.

(iii) TVS must create a site plan for the Project Area showing the proposed location of the Tiny Homes, and must obtain approval of such plan from the City Planning Department and City Fire Department. (RPAL shall be responsible for creating a site plan for the Property showing the proposed location of the Community Garden (as that term is defined in the First Amendment), and must obtain approval of such plan from the City Planning Department and City Fire Department.)

(iv) TVS must submit to City for City review and approval the financing plan attached hereto as Exhibit F detailing a development budget, an operating budget, and identifying all sources and uses for development, operation and management of the Tiny Homes. (RPAL must submit to City for City review and approval, a financing plan detailing a development budget, an operating budget, and identifying all sources and uses for development, operation and management of the Community Garden.)

(v) TVS must submit to City for City review and approval the management plan for Hope Solutions regarding the Tiny Homes attached hereto as Exhibit G. Such plan must include and a plan describing tenant selection procedures, resident services, and charges payable by residents.

(vi) TVS, Hope Solutions and SOS Richmond shall provide evidence of insurance in compliance with the requirements set forth in Exhibit A attached to the First Amendment to Lease.

8. The parties agree that RPAL shall be solely responsible for meeting all of its obligations under its original October, 2010 Lease regarding parking and an amended March 2022 Lease regarding gardens.

9. The parties acknowledge and agree that the Lease requires that upon termination, the Property shall be returned in its original condition to the City of Richmond. TVS shall be solely responsible for returning the Project Area to its original condition upon termination of the Lease or the sub-lease.

10. The parties acknowledge and agree that any final development and site use plan is subject to provisions of the State Surplus Lands Act including AB 1486.

11. RPAL and TVS agree to execute, within a reasonable time after written request, any documents required by the other party or any third party related to the Project to carry out the intent of this MOU.

12. Any party may terminate this MOU for material breach of the MOU by providing written notice to the breaching party describing the breach and giving the other parties seven (7) days to cure the breach. Unless the breach is cured within the notice period, this MOU shall terminate at the expiration of the notice period, provided, however, that if the nature of breach

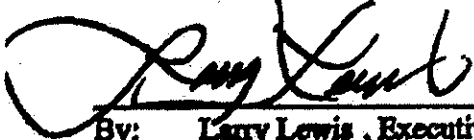
would require more than seven (7) days, then the breaching party shall have such reasonable time as may be necessary (not to exceed ninety (90) days) to cure the breach, so long as said has commenced such cure within the initial 7-day period and continues in good faith to prosecute the same to completion. In the event of termination prior to creation of the Project, each party shall retain any funds, materials and supplies provided related to this MOU and otherwise no party shall be obligated to any other party following termination.

13. [Intentionally Omitted.]

14. This MOU is not intended to be or to evidence any legally binding agreement or obligation on the part of either party. No agreement shall be binding unless and until each party has reviewed, approved (in its sole discretion) and executed a binding agreement to be provided and signed at a later date.

15. This MOU constitutes the entire agreement between the parties on the subject hereof, and supersedes any previous oral or written understandings between the parties. The MOU may only be modified upon mutual written consent. Each provision of this MOU is severable from the other provisions. If, for any reason, any provision of this MOU is declared invalid or contrary to existing law, the inoperability of that provision shall have no effect on the remaining provisions of this MOU, which shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this MOU.



By: Larry Lewis, Executive Director  
Richmond Police Activities League  
October 4, 2024



By: Sally Holman, Executive Director  
Tiny Village Spirit



By: Deanne Pearn, CEO  
~~Hope Solutions~~



By: David Korth 805 Richmond  
Safe Organized Spaces—Richmond

Exhibit A  
(Legal Description of Property)

Exhibit A  
(Legal Description of Property)

All that certain real property situated in the City of Richmond, County of Contra Costa, State of California, more particularly described as follows:

Parcel One:

A portion of Lots 1-14 and 27-32 of Block 95, as shown on that certain map entitled "Map of Richmond" filed for record in the office of the County Recorder of Contra Costa County, State of California.

Assessor's Parcel Number (APN): 514-020-001-4

Mailing Address: 450 Civic Center Plaza, Richmond, CA 94804-1630

Legal Description: CITY OF RICHMOND LTS 1-14 & 27-32 BLK 95

Use Type: Government

Tax Rate Area: 008-127

Lot Acres: 1.226

Lot SqFt: 53,438

Exhibit B  
(Lease and First Amendment)

Exhibit B  
(Lease and First Amendment)

**AGREEMENT TO LEASE**

THIS AGREEMENT TO LEASE (herein after referred to as the "Agreement") is made and entered into as of this \_\_\_ day of February 2022 to be effective as herein below set forth, by and between the CITY OF RICHMOND, a municipal corporation and charter city (hereinafter called "Landlord") and Richmond Police Activities League, Inc., a California nonprofit corporation (hereinafter called "Tenant").

WITNESSETH:

WHEREAS, LANDLORD is the owner of certain real property in the City of Richmond, County of Contra Costa, State of California, located on the south side of Bissell Avenue between 22nd and 23rd Streets, (a triangular remainder of APNs 514-020-001 through 514-020- 015), and that is described more particularly in Exhibit "A" (the "Property"); and

WHEREAS, Tenant seeks to construct and maintain a parking lot on the Property as an appurtenance for the Richmond Police Activities League Gymnasium located at 2200 Macdonald Avenue for the purposes permitted in Section 9 of this Agreement; and

WHEREAS, Tenant seeks to create a community garden and conduct supportive programs; and

WHEREAS, Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, the Property.

NOW, THEREFORE in consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

Section 1. Property.

1.1 Landlord is the owner of the Property.

1.2 Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Property for the purposes permitted in Section 9 of this Agreement.

Section 2. Term of Agreement.

2.1 Initial Term.

The effective date of this Agreement shall be February \_\_\_\_, 2022 (hereinafter called "Effective Date"). The Term of this Agreement shall be for ten (10) years



commencing upon the Effective Date and continuing through February \_\_\_\_, 2031 (hereinafter called the "Term") at which time this Agreement shall automatically terminate unless Tenant exercises its two (2) successive five (5) year option periods as provided for in Section 2.2 of this Agreement.

## 2.2 Option Term.

*RPAL PARKING LOT LEASE Page 1 of 24*

Landlord hereby grants to Tenant the option to extend the term of this Agreement for two (2) additional five (5) year periods commencing when the prior term expires upon each and all of the following terms and conditions (such periods are referred to herein as the "Extended Term"):

2.2.1 In order to exercise an option to extend, Tenant must give written notice of such election to Landlord and Landlord must receive the same at least thirty (30) days but not more than ninety (90) days prior to the date that the option period would commence, time being of the essence. If proper notification of the exercise of an option is not given and/or received, such option shall automatically expire. Options may only be exercised consecutively.

2.2.2 Base. Rent for any Extended Term shall be subject to an annual adjustment as provided in Section 3.2 of this Agreement and shall continue at rate existing at end of initial lease period.

2.2.3 Except for the provisions of this Agreement granting options to extend the Term; all of the terms and conditions of this Agreement, except where specifically modified by this Section 2.2 shall apply.

2.2.4 All renewal options granted pursuant to this Section 2.2 shall be personal to Tenant. The exercise of this option term is subject to the condition that Tenant is not in default under the terms of this Agreement. Notwithstanding the provisions of this Section 2.2 otherwise, Landlord shall have the right to terminate Tenant's leasing of the Property (or any portion thereof) during any Extended Term upon ninety (90) days written notice to Tenant, without cause, for any reason.

## 2.3 Reserved Easements.

Landlord reserves to itself and the right to grant to others in the future nonexclusive utility easements (including easements for construction, maintenance, repair, replacement and reconstruction of such utility easements) over, under, through, across or on the Property, provided Landlord shall use reasonable efforts to provide that such work occurring and any easement is located such that it will not unreasonably interfere with Tenant's use and enjoyment of the Property. Tenant shall not be obligated to maintain or repair easement facilities unless the need for repair is caused by Tenant's negligence or other wrongful

conduct. Tenant shall be given reasonable notice before commencement of any work on the Property. Work occurring, shall, to the extent reasonably practicable, not prevent Tenant's use of the Property for the purposes specified in Section 9. In the event the installation or maintenance of such future utility lines in such easements causes any damage to the Property, or any portion thereof, including but not limited to pavement, curbs and sidewalks, the same shall be repaired by Landlord to at least the condition in existence prior to the work referred to in this Section, at its expense, if not so repaired by the party installing and maintaining the utility lines.

*RPAL PARKING LOT LEASE Page 2 of 24*

Section 3. Rental Payments.

3.1 Base Rent.

During the Term Tenant shall pay to Landlord as annual rental, without deduction, setoff, prior notice or demand, the sum of \$1.00 Dollar (\$1.00) commencing on the Effective Date and continuing annually during the Term or any Extended Term.

3.2 Extended Term Rent.

Commencing with the first day of the Extended Term, Tenant agrees to pay to Landlord the annual rent which was payable by Tenant for the last month of the immediately preceding year.

Section 4. General Covenants.

Tenant shall commence paying rent upon the effective date of this Agreement. Upon Tenant paying the Rent for the Property as herein provided, and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Property for the entire Term and any Extended Term hereof subject to the provisions of this Agreement.

Section 5. Acceptance of Property.

Tenant's taking possession of the Property on the Effective Date shall constitute Tenant's acknowledgment that the Property are in good condition and that Tenant accepts the Property "AS IS". Tenant shall be responsible for installing and maintaining all improvements required to use the property for the purposes set forth in Section 9.

Section 6. Taxes.

Tenant shall pay all taxes which may be levied, imposed, or

assessed upon or against the Property, or any possessory interest right which Tenant may have in or to the Property by reason of its use or occupancy thereof, and upon or against the structures, personal property and improvements located thereon. Tenant recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that Tenant may be subject to the payment of property taxes levied on such interest. Tenant agrees to pay all taxes, assessments, and charges on goods, merchandise, appliances, equipment, and property owned by it in or about said Property.

Section 7. Safety Precautions.

Tenant agrees not to (a) employ or use ways or means, which are, dangerous on account of fire, explosions, or other hazardous risks over and above those normally associated with the type of business permitted in Section 9 of this Agreement, or (b) load or unload, handle or store in, on or around the Property any material or substance which would be dangerous because of the

*RPAL PARKING LOT LEASE Page 3 of 24*

reasons set forth in (a) above, or would cause a cancellation of, or an increase in premiums payable under any policy of insurance maintained by Landlord in connection with the Property, if any.

Section 8. Compliance with Laws.

8.1 Compliance Generally. Tenant shall comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, and the orders and decrees of any courts or administrative bodies or tribunals including municipal authorities, with respect to this Agreement, including without limitation environmental laws, employment discrimination laws, and prevailing wage laws for work that is not performed by "volunteers" as defined in California Labor Code Section 1720.4. Compliance under this provision includes compliance with all provision\_ of the Municipal Code of the City of Richmond ("Municipal Code") including Chapter 2.28 and Chapters 2.50, 2.52, 2.56, and 2.60, if applicable, which are herein incorporated by reference. Tenant shall be responsible for paying any fines or charges which may be levied by said agencies, departments, authorities, tribunals, administrative bodies or courts for violations of said laws, orders, decrees, rules, regulations, ordinances and requirements arising out of Tenant's use and occupancy of the Property.

8.2 Compliance with Municipal Code Chapter 2.28.030.

Tenant agrees to observe the provisions of Section 2.28.030 of the Municipal Code obligating every contractor or subcontractor under a contract or subcontract with the City public work or for goods or for services to refrain from discriminatory employment or subcontracting practices on the basis of race, color,

sex, sexual orientation, religious creed, national origin or ancestry of any employee, any applicant for employment or any potential subcontractor. Said Section 2.28.030, if applicable, is, by this reference, made a part of this Agreement.

### 8.3 Compliance with Municipal Code Chapter 2.60.

Tenant agrees to comply with all applicable requirements of the Chapter 2.60 of the Municipal Code ("Living Wage Ordinance") which is incorporated into this Agreement by this reference. As required under Section 2.60.070, Tenant shall, upon request, promptly provide to Landlord documents and information verifying its compliance with the Living Wage Ordinance for all work performed by persons other than "volunteers" as defined in California Labor Code Section 1720.4.. Also as required by Section 2.60.070, Tenant shall notify each of its affected employees with regards to the wages that are required to be paid pursuant to the Living Wage Ordinance.

### Section 9. Use of the Property.

9.1 The Tenant shall install and maintain the surface parking facilities and any improvements related to the community garden and its related programs (including all required fencing, landscaping, irrigation, lighting, and security features) on the property and shall not erect

*RPAL PARKING LOT LEASE Page 4 of 24*

any permanent structures on the property without the approval of the Landlord and following completion of the appropriate plans submitted to the Community Development Department and receipt of the necessary permits and financing. Tenant shall use the Property for surface parking and for such other uses as may be consistent with surface parking, such as temporary storage of building materials, for the Richmond Police Activities League only and for no other purpose, in all cases, subject to the terms of this Agreement. All other uses shall require the prior written approval of Landlord and shall be conducted consistent with the provisions of the Agreement.

9.2 Tenant agrees it will use due diligence to require all persons entering upon the Property not to use the Property in whole or in part during the Term or any Extended Term of this Agreement for any purpose other than as hereinabove set forth, except with the prior written consent of Landlord, at its sole discretion. Tenant shall bring, at its own cost and expense, its own machinery, equipment, fixtures, and other personal property necessary or convenient to its construction and operation of the Property.

9.3 Tenant shall not perform or permit repair work to any vehicle parked at the Property.

9.4 Tenant shall not permit any vehicles that are not registered to the Tenant to park overnight on the Property, except by the express written consent of the Landlord.

Section 10. Maintenance, Alterations and Surrender of Property.

10.1 Tenant shall, throughout the Term or any Extended Term of this Agreement and so long as it remains in the possession of the Property, maintain the Property in good, safe and sanitary condition and keep the Property in good repair, except as provided in Section 15 of this Agreement. Landlord shall not have any responsibility to maintain the Property or to make repairs. No hazardous materials are allowed to be used or stored at the Property at any time.

10.2 Tenant shall not commit, suffer or permit any nuisance in or about the Property.

10.3 Tenant shall not make any alterations and/or improvements to the Property without the prior written consent of Landlord, which shall not be unreasonably withheld provided that Tenant has received all required discretionary land use approvals. Tenant shall apply for and exercise diligent good faith efforts to obtain all necessary land use approvals (the "Land Use Approvals"), including but not limited to City of Richmond design review approval, as necessary for any alterations and/or improvements. Landlord's consent to alterations and/or improvements shall not substitute for or guarantee grant of Land Use Approvals.

10.4 Landlord's consent to Tenant's application for alterations and/or improvements does not obligate any City of Richmond official, department, board, commission, employee or the City Council to approve such alterations and/or improvements. The City retains

*RPAL PARKING LOT LEASE* Page 5 of 24  
its discretion to approve or disapprove any alterations and/or improvements. Any alterations and/or improvements made shall remain on and be surrendered with the Property on expiration or termination of the Term or any Extended Term, except that Landlord may elect within thirty (30) days before expiration of the Term or any Extended Term, or within thirty (30) days after termination of the Term or any Extended Term, to require Tenant to remove any alterations and/or improvements which Tenant has made to the Property. If Landlord so elects, Tenant at its sole cost and expense shall restore the Property to the condition designated by Landlord in its election, before the last day of the Term or any Extended Term, or within sixty (60) days after notice of election is given, whichever is later.

10.5 Where Landlord consents to Tenant's alterations and/or improvements to the Property as provided in this Section, such alterations and/or improvements shall not be commenced until ten (10) days after Landlord has

received notice from Tenant stating the date the installation of the alterations and/or improvements is to commence so that Landlord can post and record an appropriate notice of non-responsibility.

10.6 The costs of maintenance and repair of any Tenant alterations and/or improvements and the costs of ordinary maintenance and repair of the Property shall be paid by the Tenant. Tenant shall return the Property to Landlord in as good condition as when delivered, less ordinary wear and tear.

Section 11. Duty to Guard Goods, Fire Equipment.

11.1 Except to the extent caused by Landlord's sole active negligence or willful misconduct, Landlord shall have no liability for any loss or damage to the goods, material, property and equipment of Tenant or third persons, upon or used in connection with the Property irrespective of the source of such loss or damage. Tenant shall provide at its own expense such security guards or alarm system as it may deem necessary for the security and protection of goods, material, property and equipment and Tenant's operations.

11.2 Tenant further agrees, at its own cost and expense, to maintain upon the Property at all times such fire equipment as may be prescribed from time to time, including any periodic inspection and certification as may be required by the Fire Marshal of the City of Richmond, or other competent authority. Tenant shall cause all goods, materials, property and equipment to be stored in such a manner that any fire equipment and controls on the Property are readily accessible at all times. In the event of any danger or damage to Landlord's property caused by fire, earthquake, or like hazard, Landlord shall be immediately notified by Tenant of such danger or damage.

Section 12. Utilities.

Tenant hereby covenants and agrees to pay for all water, sewer, heat, gas, trash collection, electricity, telephone service and any other utilities which may be furnished to or used

*RPAL PARKING LOT LEASE* Page 6 of 24  
in or upon the Property by Tenant during the Term of this Agreement.

Section 13. Indemnification.

13.1 To the fullest extent allowed by law, Tenant shall defend, indemnify and hold harmless the City of Richmond, and its elected and appointed officials, officers, employees, volunteers and agents (the "Indemnified Parties"), from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees, expert witness fees and other

defense costs, resulting from injury to or death sustained by any person (including Tenant's officers, employees, volunteers, agents and clients), or damage to property of any kind, or any other injury or damage whatsoever, which injury, death or damage arises out of or is in any way connected with this Agreement, except that said indemnity shall not be applicable to injury, death or damage to property arising from the sole or active negligence or willful misconduct of the City of Richmond, or its elected or appointed officials, officers, agents, or employees. This indemnification provision shall survive the termination of this Agreement, including any Extended Term.

13.2 In claims against any person or entity indemnified under Section 13.1 above by an employee of Tenant, anyone directly or indirectly employed by Tenant or anyone for whose acts Tenant may be liable, the indemnification obligation under Section 13.1 above shall not be limited by a limitation on amount or type of damages, compensation of benefits payable under workers' compensation acts, disability benefit acts or other employee benefit acts.

13.3 Submission of insurance certificates, endorsements, or other proof of compliance with the insurance requirements in Section 14 below does not relieve Tenant from liability under this Section. This indemnification, hold harmless and defense obligations shall apply whether or not such insurance policies are applicable to any such damages or claims for damages.

Section 14. Insurance.

Tenant, at its own cost and expense, shall carry and maintain the insurance coverage set forth in Exhibit "B" attached hereto and incorporated herein by reference throughout the Term or any Extended Term of this Agreement.

Section 15. Destruction of Property.

15.1 Due to Risk Covered by Insurance. Any loss, damage to or destruction of the Property covered by the insurance provided for in this Agreement, during the Term or any Extended Term of the Agreement shall have no effect upon the Term or any Extended Term, the Rent payable hereunder or any of Tenant's obligations hereunder.

15.2 Due To Risk Not Covered by Insurance. If the Property shall, during the Term or any Extended Term of this Agreement, be damaged in whole or in part by any cause of whatsoever nature arising from activities of Tenant within the Property from a risk not covered by

*RPAL PARKING LOT LEASE* Page 7 of 24  
the insurance provided for in this Agreement whether or not caused by the default or neglect of Tenant, its officers, employees, volunteers, agents, or clients, the

same shall be promptly repaired, rebuilt or replaced by Tenant at its sole cost and expense. If the existing laws do not permit the restoration, either party can terminate this Agreement immediately by giving notice the other party absent any notice period prescribed otherwise in this Agreement.

15.3 New Lease Area and Relocation Benefits. If this Agreement is terminated for any reason, Landlord shall have no obligation to provide Tenant a new lease area or relocation benefits.

Section 16. Relocation Benefits.

As further and additional consideration for leasing the Property, Tenant does hereby voluntarily and knowingly release and forever discharge Landlord, and its successors and assigns, from any and all claims or demands for relocation assistance benefits which may arise by reason of Article 9 of Chapter 4 of Division 24 of the Health and Safety Code of the State of California, or by reason of Chapter 16 of Division 7 of Title I of the Government Code of the State of California, or by reason of the federal act entitled "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970" (Public Law 91-646), as amended, or by reason of any law or regulation of the United States of America, the State of California, or the City of Richmond.

Section 17. Waiver of Claims.

Tenant hereby waives any claims against the Landlord, its officers, agents and employees, for damage or loss caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement, or any part thereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void or voidable, or delaying the same, or any part thereof, from being carried out.

Section 18. Sublease and Assignment.

18.1 Prohibition Against Voluntary Assignment, Subletting and Encumbering. Tenant shall not voluntarily assign or encumber its interest in this Agreement or in the Property, or sublease all or any part of the Property, or allow any other person or entity (except Tenant's authorized representatives) to occupy or use all or any part of the Property, without first obtaining Landlord's written consent of such assignment, encumbrance, sublease, occupancy, or use, at Landlord's sole discretion. Landlord's consent to assignment, encumbrance, sublease, occupancy, or use shall not be unreasonably withheld. Any assignment, encumbrance or sublease without Landlord's consent shall be voidable and, at Landlord's election, shall constitute a default. No consent to any assignment, encumbrance or sublease shall constitute a further waiver of the provisions of this paragraph.



Any dissolution, merger, consolidation, or other reorganization of Tenant shall be

*RPAL PARKING LOT LEASE* Page 8 of 24

deemed a voluntary assignment.

Tenant immediately and irrevocably assigns to Landlord, as security for Tenant's obligations under this Agreement, all rent from any subletting of all or a part of the Property as permitted by this Agreement, and Landlord, as assignee and as attorney-in-fact for Tenant, or a receiver for Tenant appointed on Landlord's application, may collect such rent, and apply it toward Tenant's obligations under this Agreement; except that, until the occurrence of an act of default by Tenant, Tenant shall have the right to collect such rent.

18.2 Involuntary Assignment. No interest of Tenant in this Agreement shall be assignable by operation of law. Each of the following acts shall be considered an involuntary assignment:

18.2.1 If Tenant is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes a bankruptcy proceeding in which Tenant is the bankrupt party; or, if Tenant is a partnership or consists of more than one person or entity, if another partner of the partnership or other person or entity is or becomes bankrupt or insolvent, or makes an assignment for the benefit of creditors.

18.2.2 If a writ of attachment or execution is levied on this Agreement.

18.2.3 If, in any proceeding or action to which Tenant is a party, a receiver is appointed with authority to take possession of the Property.

An involuntary assignment shall constitute a default by Tenant and Landlord shall have the right to elect to terminate this Agreement, in which case this Agreement shall not be treated as an asset of Tenant.

If a writ of attachment or execution is levied on this Agreement, Tenant shall have ten (10) days in which to cause the attachment or execution to be removed. If any involuntary proceeding in bankruptcy is brought against Tenant, or if a receiver is appointed, Tenant shall have sixty (60) days in which to have the involuntary proceeding dismissed or the receiver removed.

Section 19. No Liens or Encumbrances.

Tenant shall keep the Property and Tenant's possessory interest therein free and clear of any lien or encumbrance of any kind whatsoever created by Tenant's acts or omissions. Tenant shall have the right to contest any lien in good faith provided Tenant shall pay any judgment rendered prior to execution thereon.

Section 20. Events of Default.

If Tenant defaults in the performance of any of the covenants, conditions or agreements contained in this Agreement, then Tenant shall be deemed to have breached the Agreement and Landlord may re-enter and regain possession of the Property in the manner

*RPAL PARKING LOT LEASE* Page 9 of 24

prescribed by California law.

Section 21. Right of Entry As Agent.

In any case in which provision is made herein for the termination of this Agreement by the Landlord or in the case of abandonment or vacation of the Property by Tenant, Landlord in lieu of declaring a forfeiture, may enter upon the Property. To such end, Tenant hereby irrevocably appoints Landlord its agent to remove any and all persons or property on said Property and place any such property in storage for the account of and at expense of Tenant. Tenant further agrees to hold Landlord harmless from any loss or damage or claim arising out of the action of the Landlord pursuant to this Section.

Section 22. Interest on Past Due Invoices.

Sums required to be paid to Landlord hereunder not paid within fifteen (15) days after invoice is sent by Landlord to Tenant shall bear interest at the rate of ten (10) percent per annum from the date due until paid.

Section 23. Signs.

No signs or placards of an advertising or promotional nature shall be painted, inscribed or placed in or on the Property. Tenant agrees to obtain all required City permits before placing any signs on the property and to remove promptly and to the satisfaction of Landlord, at the cost and expense of Tenant, upon the expiration of the Term or any Extended Term or the earlier termination of this Agreement, any and all signs and placards placed by it upon the Property.

Section 24. Inspection of Property.

Landlord or its duly authorized representative, or agents or other persons for it, may enter upon the Property at any and all reasonable times during the Term or any Extended Term of this Agreement for the purpose of determining whether or not Tenant is complying with the terms and conditions hereof or for any other purpose incidental to rights of Landlord.

Section 25. Holding Over.

If Tenant holds over after expiration or termination of this Agreement without the written consent of Landlord, Tenant shall pay for each month of hold-over tenancy rent equal to one twelfth (1/12) annual fair market rental value of the Property as determined by the Landlord in its sole discretion, together with such other amounts as may become due hereunder. No holding over by Tenant after the Term or any Extended Term shall operate to extend the Term or any Extended Term. Any holding over with the consent of Landlord in writing shall thereafter constitute a month-to-month lease, terminable upon thirty (30) days written notice from either party, at a monthly rental rate equal to that which Tenant was obligated to pay for the month

*RPAL PARKING LOT LEASE* Page 10 of 24  
immediately preceding the end of the Term or any Extended Term, together with such other amounts as may become due hereunder.

Section 26. Waiver.

No delay or omission in the exercise of any right or remedy of Landlord on any default by Tenant shall impair such a right or remedy or be construed as a waiver. The receipt and acceptance by Landlord of delinquent Rent shall not constitute a waiver of any other default, right or remedy provided Landlord in this Agreement. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent act by Tenant.

Section 27. Attorneys' Fees.

If either party commences a lawsuit against the other to enforce any provision of this Agreement, the prevailing party shall be entitled to such attorney's fees and costs including expert witness fees and costs, of suit as the court may deem reasonable.

Section 28. Nondiscrimination.

Tenant herein covenants by and for itself, its agents, employees and officers and all persons claiming under or through it that this Agreement is made and accepted upon and subject to the following conditions: that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, sex, sexual orientation, creed, national origin, or ancestry, in the leasing, subleasing, contracting, subcontracting, transferring, use, occupancy, tenure, or enjoyment of the Property herein leased and assigned; nor shall Tenant itself, nor any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of Tenants, lessees, sublessees, subtenants, users or vendors in the Property herein leased and

assigned.

Section 29. Disclosure.

Tenant understands and agrees that the California Public Records Act (Government Code Section 6250 et seq.) applies to this Agreement and any and all records, information, and materials submitted to the City of Richmond in connection with this Agreement. Accordingly, any and all such records, information and materials may be subject to public disclosure in accordance with the California Public Records Act. Tenant hereby authorizes the City of Richmond to disclose any records, information and materials submitted to the City of Richmond in connection with this Agreement.

Section 30. Terms Binding on Successors.

All the terms, covenants and conditions of this Agreement shall inure to the benefit

*RPAL PARKING LOT LEASE* Page 11 of 24

of and be binding upon the successors and assigns of the parties hereto. The provisions of this Section shall not be deemed as a waiver of any of the conditions against assignment or subletting hereinabove set forth.

Section 31. Time of Essence.

Time is expressly declared to be of the essence of this Agreement.

Section 32. Termination of Prior Lease.

In the event there is any prior existing lease or rental agreement between the Tenant and Landlord covering the Property, it is agreed and understood that this Agreement shall terminate and expire any such existing lease or rental agreement as of the Effective Date of this Agreement.

Section 33. Notices.

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed as follows:

Landlord: City of Richmond  
450 Civic Center Plaza  
Richmond, CA 94804  
Attn: City Manager  
Attn: City Attorney's Office

To Tenant: Richmond Police Activities League  
2200 Macdonald Avenue  
Richmond, CA 94801  
Attn: Executive Director

Either party may change its address by notifying the other party in writing of the change of address. Notice shall be deemed communicated within three (3) days from the time of mailing if mailed as provided in this paragraph.

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*RPAL PARKING LOT LEASE* Page 12 of 24

Section 34. Entire Agreement.

It is understood and acknowledged that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by Landlord to Tenant with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Agreement. This Agreement contains all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Property, shall be considered to be the only agreement between the parties hereto and their representatives and agents, and none of the terms, covenants, conditions or provisions of this Agreement can be modified, deleted or added to except in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

ATTEST:

Approved as to Form

\_\_\_\_\_ City Clerk

\_\_\_\_\_ City Attorney  
THE CITY OF RICHMOND, a municipal  
corporation and charter city

BY: \_\_\_\_\_  
City Manager

RICHMOND POLICE ACTIVITIES LEAGUE, a  
California corporation

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

(NOTE: Pursuant to California Corporations Code  
Section 313, if Contractor is a corporation or  
nonprofit organization, this Contract (1) must be  
signed by (a) the Chairperson of the Board, President  
or Vice-President and (b) the Secretary any Assistant  
Secretary, the Chief Financial Officer or any  
Assistant Treasurer.)

## FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this “**Amendment**”) is made and entered into effective as of \_\_\_\_\_, 2023, by and between the City of Richmond, a municipal corporation and charter city (“**Landlord**”) and Richmond Police Activities League, Inc., a California nonprofit public benefit corporation (“**Tenant**”). Landlord and Tenant are referred to herein as the “**Parties**.”

A. The Parties entered into that certain Agreement to Lease dated as of March 8, 2022 (the “**Existing Lease**”) pursuant to which Landlord leases to Tenant certain premises therein described and located on the south side of Bissell Avenue between 22<sup>nd</sup> and 23<sup>rd</sup> Streets (a triangular remainder of APNs 514-020-001 through 514-020-015). Pursuant to Section 32 of the Existing Lease, that certain Agreement to Lease dated as of October 6, 2010, executed by and between City and Tenant was terminated as of the effective date of the Existing Lease.

B. As set forth herein, the Parties desire to amend the Existing Lease to provide for an expansion of the permitted uses upon satisfaction of specified conditions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Use of the Property. Section 9.1 of the Existing Lease is hereby deleted in its entirety and replaced with the following:

9.1 Use of Property: Richmond Tiny House Village Farm and Garden Project. Tenant shall be permitted to install and maintain a community garden (“**Community Garden**”) on the Property and related improvements including fencing, landscaping, irrigation, lighting, and security features. Upon satisfaction of the conditions set forth in Section 9.5, Tenant shall be permitted to install or construct seven (7) tiny houses (“**Tiny Homes**”) on the Property. The Tiny Homes shall be made available at affordable rent to unhoused youth age 18-24 and one onsite “**Resident Manager**”. Kitchen, bathroom facilities, and parking will be on the Property adjacent to the Tiny Homes. Notwithstanding any contrary provision of this Lease, the Tiny Homes may remain on the Property for a period of twelve (12) months commencing upon the date that they are installed pursuant to City permits. With City’s **prior** written consent, such period may be extended for one additional year. Upon City’s written approval, another six (6) Tiny Homes may be placed on the Property subject to the conditions set forth in this Section 9.1 and Section 9.5. City’s issuance of applicable permits is required prior to the installation of any and all structures on the Property, including without limitation structures related to the Community Garden or the Tiny Homes. Exhibit C of the Existing Lease is hereby deleted in its entirety.

2. Conditions Precedent. The following Section 9.5 is hereby added to the Existing Lease:

9.5 Conditions Precedent. Prior to the installation or construction of any Tiny Home on the Property, and prior to the installation and construction of the Community Garden, Tenant shall satisfy all of the following conditions:

(i) Tenant must correct all violations described in that certain letter dated August 23, 2023, delivered to Tenant by City. These include, without limitation, the requirement to obtain applicable use permits for storage facilities and community garden structures and uses.

(ii) Tenant must submit for City review and approval, a memorandum of understanding or similar agreement addressing the schedule, costs, responsibilities, and obligations of each party responsible for installation/construction and operation, management and maintenance of the Tiny Homes and the Community Garden. Following approval by Tenant's governing Board and the City, Tenant shall deliver to City a copy of such memorandum or similar agreement executed by Tenant and all parties responsible for such installation/construction and operation, management and maintenance.

(iii) Tenant must create a site plan for the Property showing the proposed location of the Community Garden and the Tiny Homes, and must obtain approval of such plan from the City Planning Department and City Fire Department.

(iv) Tenant must submit to City for City review and approval, a financing plan detailing a development budget, an operating budget, and identifying all sources and uses for development, operation and management of the Community Garden and the Tiny Homes.

(v) Tenant must submit to City for City review and approval a management plan and proposed property manager for the Tiny Homes. Such plan must include identification of the proposed manager, and a plan describing tenant selection procedures, resident services, and charges payable by residents.

(vi) Tenant and all contractors and licensees, including without limitation, the entities responsible for installation/construction and management, maintenance, and operation of the Community Garden and/or the Tiny Homes, must provide evidence of insurance in compliance with the requirements set forth in Exhibit A attached to the First Amendment to Lease.



(vii) Tenant must obtain all required entitlements and permits from the City Planning Department, City Building Department, and City Fire Department, and all other applicable departments and agencies.

3. Taxes. Section 6 of the Existing Lease is hereby modified to add the following sentence:

Notwithstanding the foregoing, Tenant may require the operator/manager of the Community Garden and the Tiny Homes to pay applicable taxes and assessments, but this shall not relieve Tenant of its ultimate responsibility to ensure that all such taxes and assessments are timely paid.

4. Utilities. Section 12 of the Existing Lease is hereby modified to add the following sentence:

Notwithstanding the foregoing, Tenant may require the operator/manager of the Community Garden and the Tiny Homes to pay applicable utility charges, but this shall not relieve Tenant of its ultimate responsibility to ensure that all such utility charges are timely paid.

5. Insurance. Section 14 of the Existing Lease is hereby modified to read as follows:

Section 14. Insurance. Tenant, at its own cost and expense, shall carry and maintain the insurance coverage set forth in Exhibit A to the First Amendment to Lease throughout the Term and any Extended Term or other extension of the Term of the Lease. Tenant shall provide evidence of such insurance to City prior to the effective date of the First Amendment to Lease and annually thereafter. Tenant shall ensure that all contractors, subcontractors, and licensees, including without limitation, the entities responsible for installation/construction and management, maintenance, and operation of the Community Garden and/or the Tiny Homes obtain and maintain all applicable insurance set forth in Exhibit A to the First Amendment to Lease, and shall ensure that evidence of such insurance is delivered to City prior to the commencement of any work on the Property, and annually thereafter.

6. Existing Lease Remains in Effect. Except as modified by this Amendment, all provisions of the Existing Lease shall remain unchanged and in full force and effect.

7. Counterparts. This Amendment may be executed in counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument.

**LANDLORD: TENANT:**

CITY OF RICHMOND, a California  
municipal corporation and charter city

By: \_\_\_\_\_  
\_ Kinshasa Curl, City Manager

Attest:

By: \_\_\_\_\_  
\_ City Clerk

Approved as to form:

By: \_\_\_\_\_  
\_ City Attorney  
RICHMOND POLICE ACTIVITIES  
LEAGUE, INC., a California nonprofit  
public benefit corporation

By: \_\_\_\_\_

\_ Print

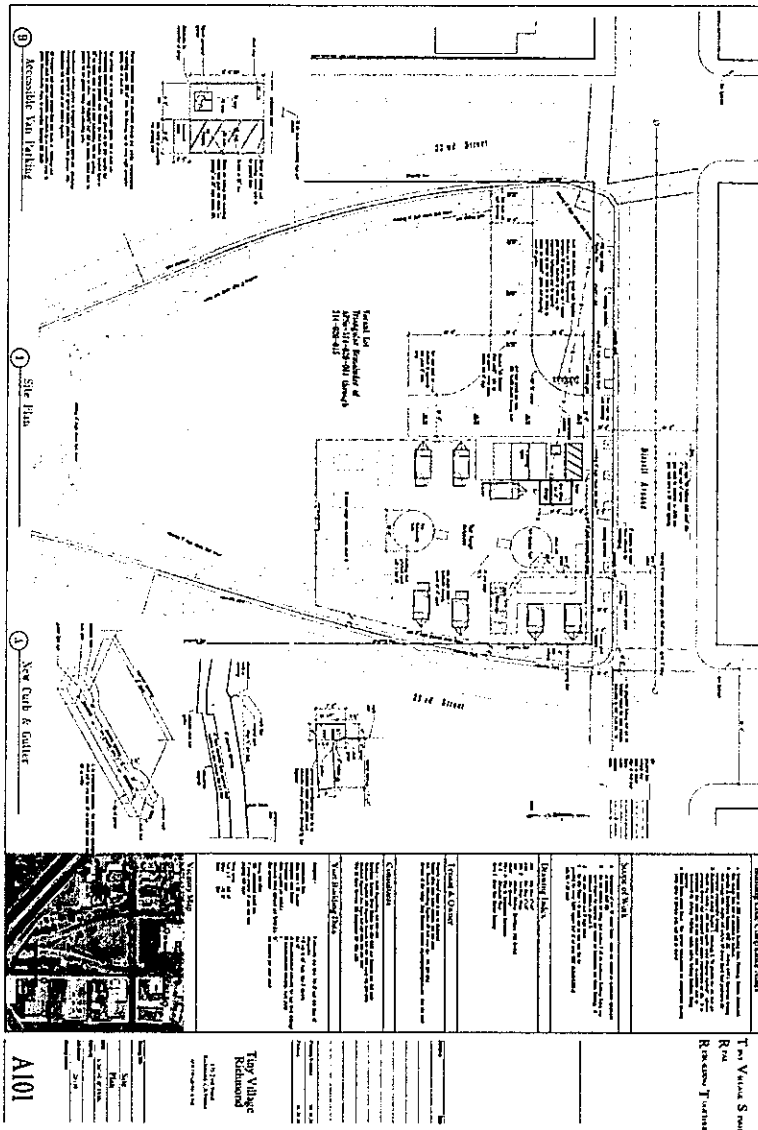
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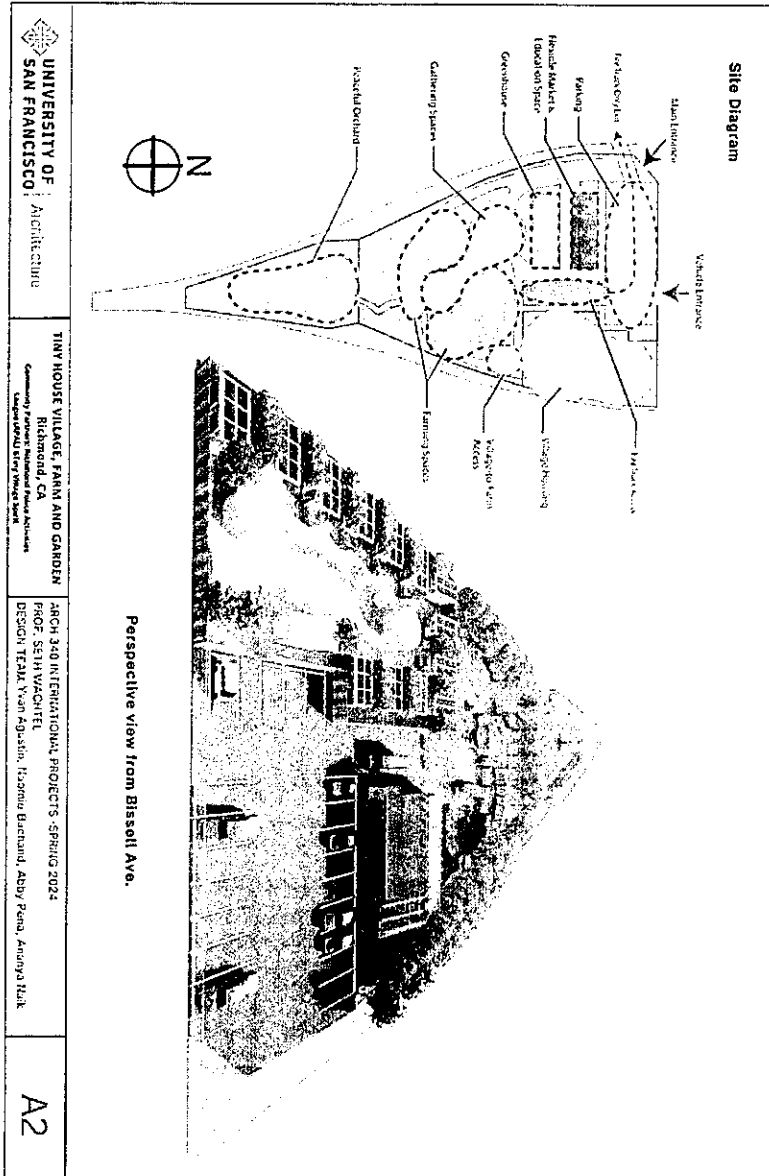
Title: \_\_\_\_\_

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Exhibit C  
(Site Map Showing Project Area)

**Exhibit C  
(Site Map Showing Project Area)**





UNIVERSITY OF  
SAN FRANCISCO Architecture

TINY HOUSE VILLAGE, FARM AND GARDEN  
Richmond, CA  
Community of Purpose Architecture + Urban Planning  
Architectural Firm + Studio

FACH 340 INTERNATIONAL PROJECTS - SPRING 2024  
PROF. SEHIL WACHTEL  
DESIGN TEAM: Van Agastha, Itzami Barchani, Abby Pena, Ananya Nair

A2

Exhibit D  
(Plans and Specifications for Tiny Houses)

**Exhibit D  
(Plans and Specifications for Tiny Houses)**

Item	Description	Quantity	Unit	Notes
1	1x6 S4S	100	Linear Feet	
2	1x8 S4S	50	Linear Feet	
3	2x4 S4S	200	Linear Feet	
4	2x6 S4S	100	Linear Feet	
5	2x8 S4S	50	Linear Feet	
6	4x4 S4S	20	Linear Feet	
7	1/2" Plywood	100	Square Feet	
8	3/4" Plywood	100	Square Feet	
9	1/2" OSB	100	Square Feet	
10	1/2" Gypsum Board	100	Square Feet	
11	1/2" Insulation	100	Square Feet	
12	1/2" Vapor Barrier	100	Square Feet	
13	1/2" Drywall	100	Square Feet	
14	1/2" Cement Board	100	Square Feet	
15	1/2" Metal Decking	100	Square Feet	
16	1/2" Concrete	100	Square Feet	
17	1/2" Asphalt	100	Square Feet	
18	1/2" Gravel	100	Square Feet	
19	1/2" Sand	100	Square Feet	
20	1/2" Topsoil	100	Square Feet	
21	1/2" Mulch	100	Square Feet	
22	1/2" Fertilizer	100	Square Feet	
23	1/2" Water	100	Square Feet	
24	1/2" Electricity	100	Square Feet	
25	1/2" Gas	100	Square Feet	
26	1/2" Sewer	100	Square Feet	
27	1/2" Storm	100	Square Feet	
28	1/2" Foundation	100	Square Feet	
29	1/2" Framing	100	Square Feet	
30	1/2" Sheetrock	100	Square Feet	
31	1/2" Insulation	100	Square Feet	
32	1/2" Vapor Barrier	100	Square Feet	
33	1/2" Drywall	100	Square Feet	
34	1/2" Cement Board	100	Square Feet	
35	1/2" Metal Decking	100	Square Feet	
36	1/2" Concrete	100	Square Feet	
37	1/2" Asphalt	100	Square Feet	
38	1/2" Gravel	100	Square Feet	
39	1/2" Sand	100	Square Feet	
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42	1/2" Fertilizer	100	Square Feet	
43	1/2" Water	100	Square Feet	
44	1/2" Electricity	100	Square Feet	
45	1/2" Gas	100	Square Feet	
46	1/2" Sewer	100	Square Feet	
47	1/2" Storm	100	Square Feet	
48	1/2" Foundation	100	Square Feet	
49	1/2" Framing	100	Square Feet	
50	1/2" Sheetrock	100	Square Feet	

**1** Office Section

**2** Office North

**3** Office East

**4** Office West

**5** Office South

**6** Bathroom Trailer

**7** Tiny House Trailer

**8** Tiny House Trailer

**9** Tiny House Trailer

**10** Tiny House Trailer

**11** Tiny House Trailer

**12** Tiny House Trailer

**13** Tiny House Trailer

**14** Tiny House Trailer

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**49** Tiny House Trailer

**50** Tiny House Trailer

**Exhibit E**

**(Description of the schedule, costs, responsibilities, and obligations of each party responsible for installation/construction and operation, management and maintenance of the Tiny Houses)**



**Exhibit E**

(Description of the schedule, costs, responsibilities, and obligations of each party responsible for installation/construction and operation, management and maintenance of the Tiny Houses)

Tiny Village Spirit Richmond Construction Schedule		
07/17/24		
V= Volunteer- 6 hours = 1 person workday		
HC= House Captain 7 hours= 1 person workday		
C= Paid Consultant or Contractor		
	Week of	Week of
	Start	Finish
<b>MOU and Lease Finalization</b>	06/17/24	07/29/24
Submit Work Plan to RPAL	06/17/24	06/24/24
Submit Budget to RPAL	06/17/24	06/24/24
Submit Consultant Proposals to RPAL	06/17/24	06/24/24
MOU Final Draft to RPAL	07/01/24	07/08/24
Submit MOU to RPAL for board approval	07/15/24	07/15/24
Meeting with RPAL and TVS to finalize Lease	07/18/24	07/18/24
RPAL & TVS Sign MOU and Lease	07/15/24	07/29/24
TVS to issue check for Insurance Policy	07/29/24	07/29/24
<b>Site Advance Prep Activities</b>	01/01/24	04/15/24
Painting Fence Planks	01/01/24	02/26/24
Planting Fruit Trees	02/05/24	04/15/24

<b>Permits</b>	01/15/24	08/26/24
Submit site plan, plans, elevs for Planning Approval	01/15/24	06/05/24
Site survey verify pl & fence plan	06/05/24	06/24/24
Mechanical Engineer	06/05/24	06/17/24
Structural Engineer Yurts	06/05/24	07/01/24
Electrical & plumbing engineers	06/05/24	06/24/24
Building permit submission	06/05/24	07/15/24
Pay Permit Fees	07/17/24	07/17/24
City approval (5 weeks)	07/17/24	08/26/24
Permit Approval	08/26/24	08/26/24
<b>Phase 1 Tiny homes- 7 total</b>	08/26/24	10/11/24
Finish construction tiny homes on site	08/26/24	09/30/24
On Site Security- George Bervin move in	09/30/24	09/30/24
Surface electrical/data distribution to homes	09/30/24	10/11/24
Water hookup to Tiny Homes	09/30/24	10/11/24
<b>Utilities</b>	01/15/24	09/30/24

USA Utility loca0on	TBD	/16
PG&E- applica0on verifica0on	01/15/24	07/01/24
PG&E applica0on fee paid	02/12/24	02/12/24

PG&E design completion deadline	04/29/24	04/29/24
PG&E Agency/Permit approvals	05/06/24	07/15/24
PG&E Work Completed	05/06/24	09/15/24
site layout	08/05/24	08/05/24
re-check camera at sewer connections	08/05/24	08/05/24
Submit Application EBMUD- Review period	01/23/24	06/19/24
Application Approved- Cost Proposal issued by EBMUD	06/19/24	06/19/24
Payment of fee deadline for 2024 Pricing	06/28/24	06/28/24
Encroachment permit from City (by EBMUD)	07/08/24	07/22/24
Water trench and meter installation by EBMUD	08/08/24	09/16/24
bids/ pricing electrical	08/05/24	08/19/24
temporary water and power (TBD)	TBD	
order sewer & water mtl's	09/02/24	09/16/24
sewer- trench	09/16/24	09/30/24
electrical trench	09/16/24	09/30/24
telephone/data/security trench	09/16/24	09/30/24
<b>Fence</b>	07/15/24	09/15/24
wood fence	07/15/24	09/01/24
finalize design approval City and RPAL	07/15/24	07/15/24
order materials	07/22/24	07/22/24
fence construction weekends	07/22/24	08/22/24
Gate and Signage Installed	09/01/24	09/15/24

Yurts	07/29/24	01/05/25
Order Yurt	07/29/24	08/04/24
Dig foundations (2 weeks)	08/26/24	09/08/24
Foundation forms and reinforcing (2 weeks)	09/09/24	09/22/24
Foundation pour (1 week)	09/23/24	09/29/24
Yurt delivery	09/30/24	10/06/24
Assembly of yurt	10/07/24	10/20/24
Build out Yurts - floor, walls and MEP (8 weeks)	10/21/24	12/15/24
Install mechanical and water heater	12/16/24	01/05/25
install equipment and appliances	12/16/24	01/05/25
Other sheds (TBD)	TBD	

Toilet, Shower & Laundry Trailers	07/29/24	02/02/24
Order & pay	07/29/24	08/04/24
Fabrication of trailers and delivery (16 weeks)	08/05/24	11/24/24
Hookup Trailer (2 weeks)	11/25/24	12/15/24
Build platforms (2 weeks)	12/16/24	01/05/25
Build Laundry (4 weeks)	01/06/26	02/02/25
Site Improvements	10/11/24	01/01/25
Walkways and ramps	10/11/24	11/01/24

PlanΘng and Landscaping	11/01/24	12/01/24
2 donated cabins delivered-security & office	12/01/24	12/01/24
Paving on Parking Lot	11/01/24	11/15/24
Final Inspecon Richmond Fire	11/15/24	11/30/24
Paint Murals on Θny homes	11/01/24	01/01/25
Furniture and Room Set up	01/01/25	03/01/25
Village furniture donaΘns	01/01/25	03/01/24
Matresses ordered from Matress Firm	01/01/25	01/01/25
Murphy beds installed	1/6/25	01/06/25
Adopt a house installaΘn by congregaΘns	02/02/25	03/01/25
Yurt fumishings delivered- WS	02/02/25	03/01/25
MOVE IN DAY		
Grand Opening- move in early March 2025		

Exhibit F

(Financing plan including development budget, operating budget, identifying all sources and uses for development, operation and management of the Tiny Homes)

Exhibit F  
(Financing plan including development budget, operating budget, identifying all sources and uses for  
development, operation and management of the Tiny Homes)

Operating Budget

Tiny Spirit Village- Richmond				
<b>EXPENSES</b>				
	FY25 (6 mo)	FY26	FY27	Three year total
<b>Personnel</b>				
subtotal salaries	64,625	134,420	139,797	338,842
taxes/benefits (23%)	14,864	30,917	32,153	77,934
subtotal personnel	79,489	165,337	171,950	416,775
<b>Program Expenses</b>				
youth program incentives	1,800	1,854	1,910	5,564
case management expenses	4,500	9,270	9,548	23,318
subtotal program	6,300	12,978	13,367	32,645
<b>Operating Expenses</b>				
Site security trainees stipends sub (@\$18*24hours*365)	78,840	162,410	167,283	408,533
Site security supervision contract (@\$25/hr x 500 hours +23% fringe)	7,625	15,708	16,179	39,511
Cleaning and sanitizing	4,420	9,105	9,378	22,904
Site maintenance and stability	12,500	25,750	26,523	64,773
security deposit	3,000	6,180	6,365	15,545
maintenance/repairs	6,000	12,360	12,731	31,091
Youth work stipends (@\$18/hr x6 x3hrs/wk x46weeks)	7,452	29,808	29,808	67,068
Insurance	4,750	9,785	10,079	24,614
subtotal operating	124,587	271,106	278,345	674,038
<b>Administrative/Overhead (10%)</b>	21,038	44,942	46,366	112,346
<b>Total Budget</b>	<b>231,413</b>	<b>449,421</b>	<b>463,662</b>	<b>1,123,459</b>
<b>SOURCES</b>				
Rental subsidies at \$800 per unit (from ERF grant)	28,800	115,200	115,200	259,200
RFCY (40%) (Will apply late Summer 2024)	92,565	179,768	185,465	457,799
<b>To Be Raised</b>	<b>110,048</b>	<b>154,452</b>	<b>162,997</b>	<b>427,498</b>

<b>Opportunities</b>				
Encampment Resolution Fund- ERF- to pay for security stipends				
ERF- pay for rental assistance				
ECIF - Greenhouse gas grant possibly for stipends				

Capital Budget & Sources of Funds

**Capital Budget\***

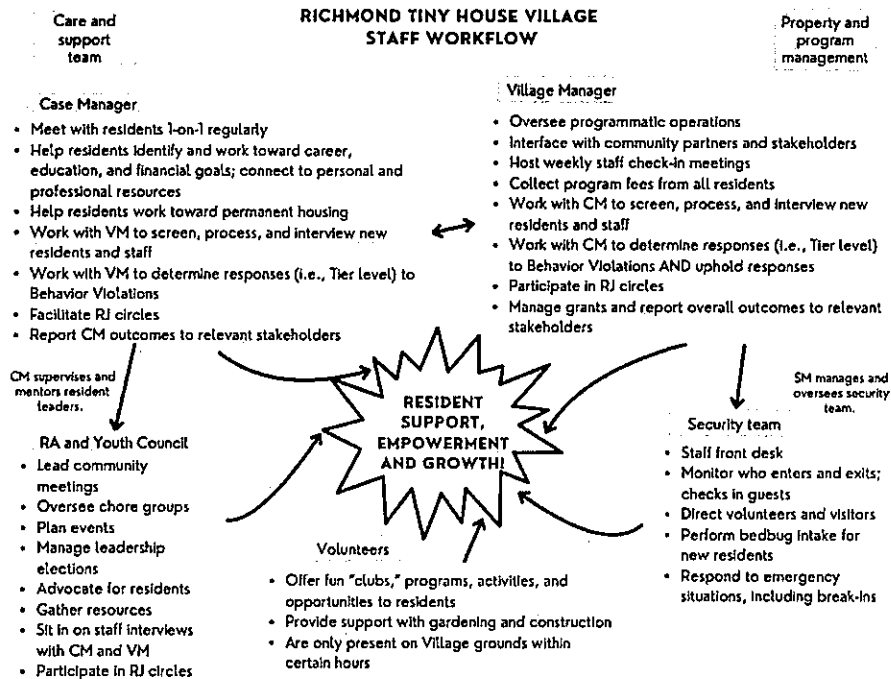
<b>Contractual Services and Fees (secures site/tests/contracts/policies)</b>	<b>\$ 30,000</b>
<b>Site Work/Utilities/Electricity/Infrastructure</b>	<b>\$127,000</b>
<b>Parking Lot (Village Section—7 spaces)</b>	<b>\$ 28,000</b>
<b>Kitchen Build Out/Appliances</b>	<b>\$ 30,000</b>
<b>Construction Materials (13 tiny houses, including RA house)</b>	<b>\$205,000</b>
<b>Fence (includes mural paint and supplies)</b>	<b>\$ 30,000</b>
<b>Common Room Buildings/Yurts (including hook ups)</b>	<b>\$ 55,000</b>
<b>Landscaping/Artistic Elements</b>	<b>\$ 20,000</b>
<b>Pathways (wheelchair accessible)</b>	<b>\$ 40,000</b>
<b>Gateway/Entrances (including signage)</b>	<b>\$ 7,000</b>
<b>Restroom Trailer (inc. hook ups and wheelchair ramp)</b>	<b>\$ 70,000</b>
<b>Security System</b>	<b>\$ 20,000</b>
<b>Murals/Art Work</b>	<b>\$ 15,000</b>
<b>Murphy Beds and Furnishings (not including in-kind donations)</b>	<b>\$ 10,000</b>
<b>Donated Security Cabin (hook ups and improvements)</b>	<b>\$ 5,000</b>
<b>Project Management/Community Organizing</b>	<b>\$132,000</b>
<b>Total Development Costs</b>	<b>\$824,000</b>
<b>Contingency (@ 8%)</b>	<b>\$ 65,920</b>
<b>Subtotal</b>	<b>\$889,920</b>
<b>Administration/Bookkeeping (@ 10%)</b>	<b>\$ 88,992</b>
<b>TOTAL</b>	<b>\$978,912</b>

\*Assumes rounding, does not include In-Kind Volunteer Labor

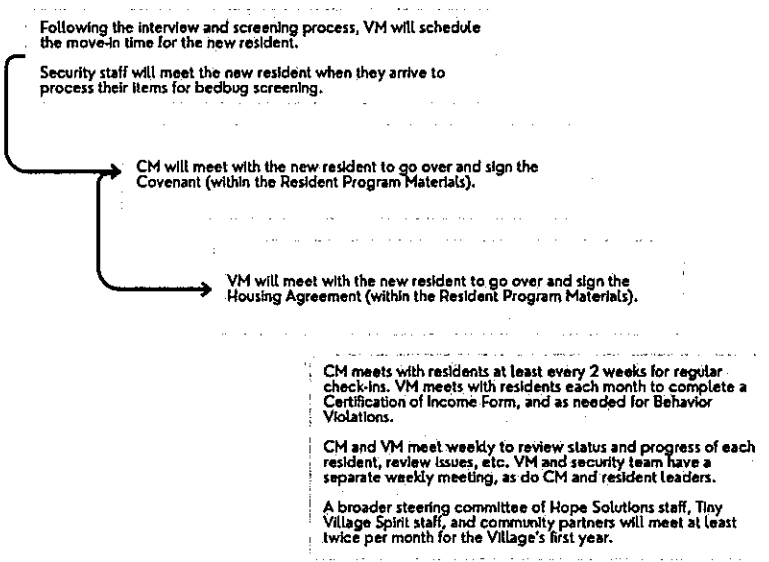


Exhibit G  
(Management Plan for Hope Solutions  
including a plan describing tenant selection procedures, resident services,  
and charges payable by residents)

**Exhibit G**  
**(Management Plan for Hope Solutions**  
**including a plan describing tenant selection procedures, resident services,**  
**and charges payable by residents)**



**RICHMOND TINY HOUSE VILLAGE  
RESIDENT INTAKE PROCEDURE AND MEETING STRUCTURE**



# Covenant

---

**Fundamental Belief:** The fundamental belief of the Richmond Tiny House Village (RTHV) is that all young people are capable of achieving a stable and sustainable life that is healthy, meaningful, and economically secure with long-term employment and stable housing. All youth are capable of healing through a process of support, self-understanding, learning, and reconciliation.

## Part I: Covenant

- Section I: 10 Commitments for Communal Living
- Section II: Richmond Tiny House Village Program Model
- Section III: Restorative Justice Practices
- Section IV: Behavior Violations
- Appendix I: Community Chore Wheel Guide

## Part II: Housing Agreement

2

Section I

## **10 Commitments for Communal Living (example)**

1. Practice gratitude for what you have and generosity toward those around you.
2. Treat others like they would like to be treated.
3. Assume the good intentions of others. Step back when appropriate.
4. Participate in the activities and life of the Richmond Tiny House Village and the practices of restorative justice.
5. Commit to personal growth.
6. Respect trauma. Recognize that all expressions of pain are valid.
7. Be accountable. Listen to the truth about your actions.
8. Honor the privacy of fellow participants.
9. Be inclusive.
10. Respect the physical space around your house and in the Village.

Section I (cont.)

## 10 Commitments for Communal Living (example)

1. Practice gratitude for what you have and generosity toward those around you.
  - a. Give back by investing your energy and ideas into the community.
2. Treat others like they would like to be treated.
  - a. Shape your behavior to be relevant to the person and the situation. Remember, your solutions are not other peoples' solutions; we all need individual responses because we each have our own history, experiences, and personality.
  - b. Hold space for sympathy, empathy, and compassion.
  - c. Meet others where they are in the moment.
3. Assume the good intentions of others. Step back when appropriate.
4. Participate in the activities and life of the Richmond Tiny House Village and the practices of restorative justice.
  - a. Encourage others to live a healthy and positive life. Be neighborly. Check in with others and ask how they are doing. Listen.
  - b. Work hard to learn and benefit from the programming of the RTHV and the guidance of staff and mentors.
  - c. Utilize the resources and staff available at the RTHV. Be proactive; ask for help. Don't avoid, procrastinate, or hang back.
5. Commit to personal growth.
  - a. Live a healthy and meaningful life for yourself and others.
  - b. Create a personal growth plan; commit to regular assessment of progress.
6. Respect trauma. Recognize that all expressions of pain are valid.
  - a. Recognize the pain, hurt, and impact of trauma on yourself and on fellow participants.
  - b. Be accepting as others go through the ups and downs of the process of healing.
  - c. Listen and acknowledge. You don't have to fix the problem; trust your fellow participant to find their own solutions.
  - d. Be aware of the confusing impacts of your trauma on your own behavior. Be sensitive to denial, minimization, and defense mechanisms.
7. Be accountable. Listen to the truth about your actions.
  - a. Listen to and accept the consequences of your actions and their effects on others when this is explained to you, even when it is painful to hear and acknowledge.
  - b. Be responsible for what you should be responsible for. Don't wait for someone to tell you. Be proactive and do the right thing.

8. Honor the privacy of fellow participants.

- a. Respect fellow participants' mood of the moment. For example, if someone wants to be alone, let them have their space. Ask permission before borrowing clothes, etc.

9. Be inclusive.

- a. Acknowledge and respect everyone's individual identities. Remember that we all share a common humanity.
- b. Check your assumptions.
- c. Ask for and use every person's pronouns. Be respectful of all identities at the Village, including transgender, nonbinary, and genderqueer identities.
- d. Acknowledge the privilege that you bring into the space.
- e. Be willing to learn about cultures and traditions other than your own.

10. Respect the physical space around your house and in the Village.

- a. Remember that your and your peers' perception of messy and/or dirty may not be the same.

## Section II

# **Richmond Tiny House Village Program Model**

### **Goal/Vision:**

The Richmond Tiny House Village will holistically enable unhoused transitional-aged youth (ages 18-25) to achieve their career, housing, and personal goals through community support and stable housing. Through a youth-designed program, the Village environment will support and nurture Village participants while providing access to critical resources. The Richmond Tiny House Village is a transitional program where residents may stay for up to 18 months.

### **Outcomes:**

The primary purpose of the Richmond Tiny House Village is to foster participants' wellness and self-sustainability by providing space to rest and recover, opportunities for growth, and access to resources. All participants living at the Tiny House Village have the option to enroll in local programs, where they may engage in workshops around job skills, art modalities, healthy interpersonal relationships, restorative justice, and more. An additional goal of the Richmond Tiny House Village is for residents to develop responsibility to the community at large, achieved through connections to local social justice projects.

### **Program Requirements:**

All participants living at the Richmond Tiny House Village are required to do the following:

1. Meet regularly with your assigned Case Manager;
  - a. Demonstrate consistent and regular effort toward reaching personal development goals;
2. Participate in weekly community meetings;
3. Practice community care to maintain common spaces.

All participants also have the option to participate in voluntary clubs and other programming, participate in weekly community meals, and become a member of the Youth Leadership Council.

1. **Meet regularly with your assigned Case Manager.**

Participants are required to meet regularly with their assigned Case Manager to work on their personal, educational, and vocational goals. The Case Manager will:

- Determine a plan for meeting at least once every 2 weeks, depending on each individual resident's goals, needs, schedule, and abilities;
- Help connect youth with resources, including other local agencies;
- Help youth identify career and educational goals to create a plan for financial independence;
- Help youth develop and work toward a plan for maintaining a stable financial situation, and permanent housing;
- Counsel youth with a harm-reduction model on issues of mental health, healthy sexuality, family planning, and interpersonal relationships;



- Monitor youth progress toward and achievement of goals on a quarterly schedule;
- Hold summary assessment conferences with other members of the case management team and other relevant figures in the resident's life such as therapists, peer evaluators, community mentors, academic advisors, and others as appropriate.

With the support of their Case Manager, each resident will develop S.M.A.R.T. goals and a service plan that will lay out concrete steps for reaching each goal. **Residents must demonstrate consistent and regular effort toward reaching their personal development goals.** For example, this could look like: attending a job training program three days a week, attending weekly therapy groups, enrolling in evening college or trade school classes, working a job, and so on.

## **2. Participate in weekly community meetings.**

Participants are required to attend community meetings once a week in the spirit of cooperative living. Participants will take turns facilitating the meeting and taking notes. Participants may change and amend the format as needed, covering the following topics:

- An opening question and time for participants to check in;
- An opportunity to share personal and communal successes and challenges from the previous week;
- Management and care of communal resources like space and food;
- Events and "fun stuff" participants choose to host for each other or the larger community.

It may be helpful to set aside time at the end of each community meeting for residents to meet with just each other, without staff present.

## **3. Practice community care to maintain common spaces.**

Participants will collaboratively create a chore wheel that will rotate weekly (see the attached guide in Appendix I as a resource for designing the chore wheel). Participants will also create a public sheet where each chore can be initialed when complete. All participants must engage in community care - ie., completing chores - for a minimum of two hours per week each (or, about 15 minutes each day).

### **Youth Leadership Council:**

A Youth Leadership Council of at least two residents, the Resident Assistant, and other relevant Village staff such as the Case Manager and Program Manager will meet every two weeks to help manage the needs of the Village. Every three months, Village staff and residents will elect new Council members. Members of the Youth Leadership Council will be responsible for the following:

- Ensure facilitation of weekly community meetings;
- Oversee weekly chore groups. Account and report weekly chores to the Program Manager;
- Alongside staff, participate in interviews with new residents and offer feedback;
- Advocate on behalf of the RTHV residents to the Program Manager and other staff as needed. Act as a liaison between the Village residents and staff;
- Participate in restorative justice circles when appropriate;
- Plan and advertise Village events;
- Check in about the functioning of the Village regarding chores, cleanliness, and more;

- Manage quarterly Leader Council election process;
- Mobilize resources and opportunities for the Village's communal growth.

### Section III

## **Restorative Justice Practices**

The following summary and highlights of restorative justice practices are citations taken from *Teaching Restorative Practices with Classroom Circles*, by Amos Clifford (from the Center for Restorative Process, developed for the San Francisco Unified School District). We recognize that restorative justice practices and ideologies have roots in cultures indigenous to the Americas and other regions, and we are indebted to these communities for their wisdom.

Restorative justice is a framework for strengthening the Richmond Tiny House Village community culture. Restorative justice practices are not designed solely for responding to harmful behavior. Rather, restorative justice (RJ) is first and foremost a comprehensive set of practices and values that build a supportive community culture. All community members can benefit from continually practicing the principles of RJ in daily life.

Restorative justice practices are a framework for two fundamental purposes:

1. Building community;
2. Responding to challenging behavior, coming to an understanding through authentic dialogue, and making things right.

Restorative practices cultivate an environment in which everyone feels that they belong. They build a strong sense of community in which every member - including residents, professional staff, community volunteers, partner agencies, and others - feel that they are seen, heard, respected, and valued.

#### **Restorative justice goals for the residential community:**

- The residential community will have established agreements about how to participate in restorative circles.
- Community members will share a sense of responsibility for maintaining agreements. Members will do so proactively during circle time, and during their day-to-day life in the community.
- The community will identify specific issues to address and will have honest, authentic discussions about these issues.
- Procedures will be established for calling attention to issues and conflicts, and for requesting help in navigating these.
- Procedures will be established for engaging in restorative dialogues around issues and conflicts.
- It will be emotionally, psychologically, and physically safe for residents to share concerns about conflicts, issues, and behaviors that are affecting them.
- There will be active participation by residents in circle dialogues, with little or no passive behavior.

#### **Restorative practices and the skills of circle-keeping:**

When people come together for restorative interactions, they sit in circles. Holding circles is a fundamental element of restorative dialogue. When we sit in a circle, we experience a stronger sense of community. In RJ circles, a talking piece is often used to encourage thoughtful and active listening; this is an object that is passed around the circle and is held by whomever is speaking at the moment. Every person in the circle shares responsibility for its functioning. Circle culture is more "yes-and" than "either-or." Each person takes the lead each time it is their turn to speak. While some guidelines are given, the group makes its own agreements. Decisions are made by consensus of the whole group; sometimes this means decisions come slowly or take unexpected forms.

Thus, one of the main purposes of circle dialogue is building community. Another purpose is to support the kinds of honest, authentic conversation that is necessary to effectively respond to challenging behavior and circumstances. These two intentions for circles take shape as two different types of circles: community-building circles and responsive circles. A premise that runs throughout this manual is that responsive circles (for responding to harmful behavior) work best in settings where a foundation has been developed through community-building circles.

#### **Respecting each person's experience - the principle of non-interference:**

The principle of non-interference means that we simply welcome what people say without trying to influence them. If someone is in pain, we listen and allow simple listening to be a comfort; we do not try to take away their pain. If someone is confused, we simply listen and trust that in its own way the circle will provide clarification. If someone is angry, we honor their anger. We don't indulge in psychological maneuvers. We don't directly correct, try to counsel, heal, or "fix" anyone's experience in any way. We simply listen.

This principle, so very important in building a community where people feel safe to express themselves, also applies to restorative dialogue. When we ask questions and move conversations in restorative ways, we are not trying to force an outcome. We are simply giving a structure to the circle so that each person's voice can be heard. When all voices are in the center, the circle has a way of surfacing what is true, what is needed, and what to do next.

#### **Restorative circle guidelines:**

There are standards for behavior in circles. One of the primary tasks of a circle leader is to teach, reinforce, and act as guardian of these standards. From long experience with many types of circles in many settings, the community of circle keepers has settled on four core guidelines:

1. **Speak from the heart:** This means speaking for yourself and talking about what is true for you based on your own experiences. When we speak from the heart we are aiming for eloquence, and are choosing words that accurately communicate what we hold to be important.
2. **Listen from the heart:** We are used to judging other people. Sometimes we will make assumptions about another person without knowing anything about them. These assumptions can keep us from really hearing what they have to say. So, when we listen from the heart, we are trying to set aside any judgements or preconceived notions we may hold about the person. This opens up the possibility of making wonderful discoveries about, and surprising connections with, each other.
3. **No need to rehearse:** In circles, we discover that we can trust that we will know what to say when it is our turn to speak. We don't have to mentally rehearse while we are waiting for the talking piece to come our way. When we find that we are rehearsing (as everyone does) we

gently remind ourselves that there is no need to rehearse and bring our attention back to the person who is speaking. This guideline is sometimes referred to simply as "be spontaneous."

4. **Without feeling rushed, say just enough:** Keep in mind the limits of time and make room for everyone to speak. This intention is also called "lean expression." It is related to "speak from the heart" because we often find that when we speak carefully, we can express ourselves with fewer words than we would normally use, and that when we do, our words often have more impact. One way to think about this is to ask yourself, when you are considering what to say, "will my words serve this circle in a good way?"

#### Section IV

## **Behavior Violations**

As the severity of the following behavior Violations may be arbitrary and open to interpretation, the Tier under which a Violation falls and the appropriate response will always depend on the level of harm caused and perceived severity as determined by RTHV staff. These behaviors constitute a Violation whether they occur at the Richmond Tiny House Village, at a partner program, or off-site if they cause harm to another resident or staff member.

### **Tier 1**

#### **Tier 1 Violations:**

Behaviors that fall under this Tier include but are not limited to the following. These behaviors are only considered a Violation if they are repeated and the participant is not open to redirection.

- Failing to complete program requirements 2 and 3 (as described in Section II) for at least two weeks in a row.
- Not meeting unit cleanliness standards and other standards of behavior as described in the Housing Agreement.
- Raising your voice at another participant.
- Threatening or trying to provoke violence.
- Intentionally misgendering other residents (i.e., using incorrect pronouns).
- Ignoring "one-mic" reminders (i.e., talking over others).
- Not cleaning up properly in common spaces.
- Being disruptively loud.
- Having an attitude toward staff or other participants.
- Dominating conversations without making space for others to speak.
- Cell phone usage during workshops or community meetings (if being on the phone is necessary and urgent, please communicate that with the group and quietly step outside).
- Inappropriate public displays of affection, levels of nudity, or lack of clothing.
- Any act resulting in the destruction, defacement, damage, impairment, or removal of any part of the property, including walls, ceilings, and floor coverings, and the furniture, fixtures, and furnishings of the property.
- Being noticeably intoxicated in a common space, or not adhering to the guidelines set forth in the Substance Policy (see Housing Agreement).

#### **Tier 1 Repercussions:**

These Violations will be addressed through a community-based restorative justice-style circle of peers with any other residents that were harmed by this resident's actions in order to work toward healing any harm that was caused, facilitated by at least one staff member. This conversation may give rise to other suggested consequences and supports, such as doing community service (i.e., helping out with extra chores), attending support groups, etc. If three Tier 1 Violations are accrued, a Tier 2 Violation should be incurred in place of the third Tier 1 Violation. In this way, Violations "stack" upon each other.

When exhibited for the first time, any of these behaviors may be grounds for a warning rather than a formal Violation, depending on the level of harm caused and perceived severity as determined by RTHV staff.

## Tier 2

### Tier 2 Violations:

Behaviors that fall under this Tier include but are not limited to the following.

- Not maintaining the perceived and actual *physical* safety of others. Everyone has a right to move freely through the space and feel safe from serious physical altercations. Altercations that would constitute a Tier 2 Violation include but are not limited to: fistfighting, wrestling, headbutting, slapping, blocking, pushing, shoving, and throwing things. Violations also include bringing a weapon to a common space. Whether this Violation falls under Tier 2 or Tier 3 depends on the level of harm caused and perceived severity as determined by RTHV staff.
- Not maintaining the perceived and actual *psychological* safety of others. Everyone has the right to feel that their ideas will be respected. Behaviors that would constitute a Tier 2 Violation include but are not limited to: using discriminatory or offensive language regarding someone's identity, coercion, manipulation, bullying, or forcing someone to do something they're not comfortable with.
- Stealing money or property from other participants, staff, or visitors.
- Sexual harassment, including but not limited to unwanted romantic and sexual advances. Whether this Violation falls under Tier 2 or Tier 3 depends on the level of harm caused and perceived severity as determined by RTHV staff.

### Tier 2 Repercussions:

These Violations will be addressed through a community-based restorative justice-style circle of peers with any other residents that were harmed by this resident's actions in order to work toward healing any harm that was caused, facilitated by program staff. This conversation would be more serious than a circle resulting from a Tier 1 Violation and would include the resident's Case Manager, the Program Manager, and any additional people from the resident's support team. This conversation may give rise to other suggested consequences and supports, such as doing community service (i.e., helping out with extra chores), attending support groups, etc. If three Tier 2 Violations are accrued, a Tier 3 Violation should be incurred in place of the third Tier 2 Violation; this is considered grounds for exit from the program.

## Tier 3

### Tier 3 Violations:

Behaviors that fall under this Tier include but are not limited to the following.

- Sexual violence including but not limited to: any form of sexual assault, including but not limited to touching, grabbing, or groping someone's private areas; unwanted kissing;

exposing yourself; and making vulgar verbal propositions. Whether this Violation falls under Tier 2 or Tier 3 depends on the level of harm caused and perceived severity as determined by RTHV staff.

- Serious physical violence and altercations. Whether this Violation falls under Tier 2 or Tier 3 depends on the level of harm caused and perceived severity as determined by RTHV staff.
- Using any weapons on another resident, staff member, or visitor.

**Tier 3 Repercussions:**

These Violations are considered grounds for exit from the program.

*Please sign below to confirm that you have read and understand the terms and agreements laid out in this Covenant.*

Participant Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Appendix I

**Community Chore Wheel Guide (example)**

Daily Chores:

- Bathrooms:
  - Wipe down the mirror and sink in bathroom 1.
  - Sweep the floor in bathroom 1.
  - Wipe down the mirror and sink in bathroom 2.



- Sweep the floor in bathroom 2.
- Kitchen/dining area:
  - Wipe down all surfaces, including the stovetop, sink, counters, and eating surfaces.
  - Sweep the kitchen floor.
- Living room/maker space:
  - Sweep the floor in the living room/maker space.
  - Straighten up books and other items stored in the living room/maker space.
- Common outdoor spaces:
  - Sweep the house walkways in quadrant 1.
  - Sweep the house walkways in quadrant 2.
  - Sweep the house walkways in quadrant 3.
  - Sweep the house walkways in quadrant 4.
- Miscellaneous:
  - Water the plants in quadrant 1.
  - Water the plants in quadrant 2.
  - Water the plants in quadrant 3.
  - Water the plants in quadrant 4.
  - Water the plants in the center of the Village; this includes the plants on the trellis, and those that surround the two yurts.

**Weekly Chores:**

- Bathrooms:
  - Scrub the toilet in bathroom 1. Wipe down all surfaces of the toilet.
  - Mop the floor in bathroom 1.
  - Scrub the toilet in bathroom 2. Wipe down all surfaces of the toilet.
  - Mop the floor in bathroom 2.
- Kitchen/dining area:
  - Mop the kitchen floor.
  - Organize the fridge; dispose of visibly bad, rotting, or over-expired perishable food.
  - Wipe down the shelves and drawers inside the fridge.
  - Roll trash and recycling cans out to the dumpster enclosure and empty them.
- Living room/maker space:
  - Mop the floor in the living room/maker space.
  - Vacuum the couches in the living room/maker space.
- Common outdoor spaces:
  - Sweep the labyrinth with the industrial broom.

## **Housing Agreement**

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The overall goal of the Richmond Tiny House Village is to support participants in developing a stable foundation to work toward building a healthy, meaningful, and economically secure lifestyle. As a core component of this program, participants work closely with their Case Managers and other staff to develop an individual plan to find housing, develop good credit history, gain or increase their income, improve or maintain health and mental health, and move toward self-sufficiency and independent living. The length of your stay is determined by your engagement in the process of working with staff to find permanent housing and increase your resources.

Participants in the program are partners in a shared living environment designed to foster cooperation and mutual support among unhoused young adults working to transform their lives. The Richmond Tiny House Village is committed to creating and maintaining a healthy, safe, and constructive living environment for all participants.

\_\_\_\_\_ (your name), referred to throughout this document as "participant," agrees to the following terms and conditions upon being accepted into the Richmond Tiny House Village program. For purposes of this Housing Agreement, the term "participant" also shall include any guest of said participant.

**RENTAL UNIT:** The Housing Agreement is entered into on \_\_\_\_\_ (date), by and between Hope Solutions ("program provider") and \_\_\_\_\_ ("participant"), hereinafter referred to as the "parties." This Housing Agreement is made under the declarations made and the terms set forth below.

The program provider agrees to assign unit number \_\_\_\_\_ ("unit") to the participant in the Richmond Tiny House Village property located at 175 23rd St. Richmond, CA 94804 in Contra Costa County ("property"). Nothing in this Housing Agreement will give the participant rights to the following parts of the property: other participants' tiny house units, other participants' storage, and separate rooms or storage areas labeled "staff". The program provider shall separately assign other participants' units. The participant shall jointly occupy the property with fellow participants.

**TERM:** This Agreement will begin on \_\_\_\_\_ (date), and will continue on a month-to-month basis until terminated by either the participant or the program provider for any justifiable reason outlined in this Agreement. The term will continue no longer than \_\_\_\_\_ (date).

The prorated program fee for the first month will be \$ \_\_\_\_\_, which was calculated on a per-day basis, using \_\_\_\_\_ days per month.

The term shall not commence until the following conditions have been satisfied:

- a. The participant shall have satisfied the security deposit requirements (see "Security Deposit" below).
- b. The tiny house unit shall have been vacated by the previous occupant. The program provider hereby represents to the participant that to the best of the program provider's knowledge the unit will be vacant on the date set forth in this section of the Housing Agreement. In addition, the program provider shall diligently seek to cause the unit to be vacant as of the date set forth in this section. However, if despite the program provider's diligent efforts the previous occupant has not moved out of the unit by the date set forth, then the program provider shall not be in default under this Agreement, but the participant shall have no obligation to pay rent until the unit is vacant and made available to the participant.

**LENGTH OF TENANCY:** The participant is granted a month-to-month tenancy to dwell in the property at the following address: 175 23rd St. Richmond, CA 94804, unit \_\_\_\_\_. The overall property, including the tiny houses, living room and kitchen yurts, storage areas, and bathrooms are referred to as the "property." The living room and kitchen yurt, storage areas, and bathrooms on the property, henceforth referred to as "community areas," are common areas to be used by other program participants residing on the property as well as Richmond Tiny House Village staff conducting program business. Participants do not have exclusive use or right of possession of these common areas.

Participants understand that the Richmond Tiny House Village is a transitional - not permanent - housing program.

**PROGRAM FEE:** Program fees are due on the first day of each and every month. Per this Housing Agreement, the program fee is set at \$ \_\_\_\_\_ per month, beginning on \_\_\_\_\_ and made payable to Hope Solutions. Payments may be delivered to the drop box located at the property, or may be hand-delivered or sent by U.S. mail to: 175 23rd St. Richmond, CA 94804.

**CHANGES IN PROGRAM FEE:** The participant is obligated to immediately report all increases in income, and the participant's program fee may be increased pursuant to the Certification of Income by Tenant/Household attached to this Housing Agreement. In addition, the participant may report any decrease in income and the program provider may decrease the program fee due from the participant in accordance with the standards set forth in the Certification of Income by Tenant/Household and in this section. The participant's reporting of any decrease in income shall be made in writing to the Program Manager.

Within 30 days following notice by the participant to the program provider of a decrease in the participant's income, the program provider shall verify such decrease in accordance with standard program fee verification procedures.

If the program provider has verified such decrease and the program provider has reasonably determined that such decrease in income will last for more than two months, the program provider shall reduce the participant's program fee (and such reduction shall commence as of the date that the participant provided written notice of the actual decrease in their income). If the participant's income will be fully restored within two months, the program provider may not make any changes to the participant's rent.

**SECURITY DEPOSIT:** The participant shall pay a security deposit in the amount of \$100.00 to the program provider prior to occupying the assigned unit. If the participant is unable to pay the total amount of the security deposit upon execution of this Housing Agreement, the program provider may work with the participant to set up a payment plan.

Within three weeks or 21 days from final move-out by the participant, after the end of the term, the program provider shall return the security deposit to the participant, less any amounts that the program provider is entitled to retain (together with an itemized statement of such amounts, as required by California Civil Code Section 1950.5). The program provider will request that the participant participate

in a move-out inspection at a time that is convenient and reasonable for both parties, and the program provider recommends that the participant is present for such inspection.

**NON-SUFFICIENT FUNDS CHARGE:** If any personal check paid by the participant is, for any reason whatsoever, returned unpaid by the bank, the participant shall pay the program provider \$15.00 for each dishonored bank check and the program provider may require that all subsequent payments for the participant's occupancy of the unit (including the payment necessary to replace the dishonored check) be in the form of a cashier's check or money order for the next year of participation.

**LATE CHARGE:** Rent is considered late if paid any time later than the tenth day of any month during tenancy. This ten-day period is not a grace or cure period, and the program provider is entitled to make a written demand for any unpaid rent on the first day after the due date. The participant shall pay the program provider \$10.00 for each late rent payment.

**COMPLIANCE WITH HOUSE RULES AND REGULATIONS:** The participant shall comply with this Housing Agreement, with the attached Covenant, and any changes to the Housing Agreement that the program provider may adopt with written notice of 30 days. The participant shall be responsible for the actions of their guests or visitors to the property at any time they are on the property.

**COMPLIANCE WITH LAWS:** The participant shall comply with all state, local, and federal laws and all governmental requirements relating to the use of the property. The participant shall not use the property in such a manner as to violate any governmental requirement, including laws prohibiting the use, possession, or sale of illegal drugs. The participant shall not commit waste or cause or permit any nuisance in or around the property.

**OCCUPANTS:** The participant shall use the property exclusively as the primary residence of the participant and shall continuously occupy the unit as their sole and primary residence. The unit will be occupied only by the participant. The participant shall not assign or sublet any portion of the property to anyone. The participant shall not give accommodation to any roomers or lodgers. The participant may have guests at the property only in accordance with the Guest Policy in this Housing Agreement.

**QUIET HOURS:** All participants shall observe quiet hours between the hours of 10:00 pm and 8:00 am. During these hours, participants may come and go from the property and common areas as they please, but shall make a concerted effort to do so quietly, without disturbing the rest of other participants.

**GUEST AND OVERNIGHT PASS POLICY:** Daily visiting hours are from 10:00 am - 8:00 pm. Guests are not allowed until the participant has been engaged in the program for a minimum of four weeks. All guests must sign in and obtain a guest badge from the on-duty staff person upon entering the Richmond Tiny House Village, and must sign out when they leave. Upon first visit, all guests must read and sign a Guest Community Covenant. Guests need to be accompanied by their host resident at all times.

Richmond Tiny House Village staff reserve the right to ask any guest behaving in an unsafe or harmful manner to leave the property immediately. Children or minors visiting the property must be supervised

at all times by an adult. The participant is responsible for any damages caused by their guests. The participant shall be responsible for repair charges, if any.

There may be up to six total guests on the property at any time on a first-come, first-served basis. Residents must give the Village Manager 24-hour notice before guests arrive and indicate their intended length of stay so that staff can ensure that there will not be more than six guests on-site at a time. Overnight guests are not allowed to stay longer than one night per week and not more than four nights total within a one-month period. One may be considered a consistent guest if they have visited the Village at least eight times over a two-month period. Village staff may give written permission for such a guest to stay up to two nights per week and not more than eight nights within a one-month period. Village staff reserve the right to limit the number of guests or deny overnight guests.

If a participant brings a guest and fails to have that guest sign in or deliberately has them stay more nights than the allowable limit, that participant will lose guest privileges for a minimum of one month from the date of the incident. The participant shall be fully responsible for the conduct of their guests and invitees. If a guest violates any term of this agreement, it is up to the discretion of the Program Manager to determine an appropriate means of addressing the situation, which may include that guest being prohibited from returning to the Village.

Residents may request an overnight pass from the Program Manager to stay elsewhere overnight. Residents may not be granted more than one overnight pass per week, and no more than four overnight passes total within a one-month period. At staff discretion, exceptions may be made for special occasions and holidays.

**SECURITY/ACCESS:** Key codes are for use by participants only. The participant must not give their key code to guests or make copies of any keys to on-site spaces without written approval from the program provider. The participant must not leave property entrances propped open or ajar, or otherwise give access to anyone not authorized to enter the property. The participant must always lock the front door to their unit when leaving the premises.

For emergency and inspection purposes, the program provider will retain the key code to the property and each of the units. If Village staff are required to respond to a participant lock-out after hours, there will be a \$5.00 lockout charge. There will be no charge for the first lock-out during standard business hours, but thereafter a \$5.00 lockout charge will apply.

The participant shall not change, alter, or re-key the key codes or locks of any door or gate at the property or to their assigned unit. The participant shall not install any burglar alarm or other security device at the property or in their unit without the prior written permission of the program provider.

Participants must meet their guests at the front gate of the property. Participants are not permitted to give key codes to guests. Common doors and gates shall be closed after entering or leaving the building or property. Unit doors shall remain closed and locked when not occupied.

**SECURITY CAMERAS AND VIDEO RECORDING:** In order to help maintain the safety of the Village residents, security cameras are mounted on the outside of the Village gates, and within the Village in

community areas, including the Farm and Garden. There is constant video recording of activity that happens outside the Village gate, including people entering and leaving the front door, and within the Village, including activity within the community areas and pathways to and from them. Participant consents to limited use of their images for security purposes only.

**MAINTENANCE:** On the first day of the term, the parties shall complete and sign the Move-In/Move-Out Inspection Form attached to this Housing Agreement. The completed Move-In/Move-Out Inspection Form shall contain a complete list of all components included in each unit as of the first day of the term. The parties shall ensure that all components included on the Move-In Inspection Form are clean and in good working order and repair as of the first day of the term.

The program provider is responsible for keeping the property habitable, safe, sanitary, and in compliance with all state and local housing, building, and health requirements. Furthermore, the program provider is responsible for maintaining mechanical equipment and utilities in good operating condition.

The participant shall keep the community areas and their unit, including all components and appliances, clean and sanitary, aside from wear and tear caused by normal use. The participant shall be jointly responsible for the upkeep of the community areas. The participant shall use all program-provided components and appliances only in the manner intended by the manufacturer. For example, the participant shall not use the stove for heating, or use the refrigerator for cooling.

The participant shall not make any alterations or modifications to the unit or the property without written prior approval from the program provider. The participant shall not paint, paper, or otherwise redecorate or make any alterations to the unit or the property without prior written approval from the program provider. The participant shall not commit any act resulting in the destruction, defacement, damage, impairment, or removal of any part of the property, including walls, ceilings, and floor coverings, and the furniture, fixtures, and furnishings of the property (nor allow a guest to do so), or do any other act defined in California Civil Code Section 1941.2.

The participant shall promptly notify the program provider if they become aware of any maintenance problem or repair needed in the unit, community areas, or any other part of the property. The participant shall be responsible for the cost of any maintenance of the unit or the property where the need for the maintenance, repair, or replacement is caused by the negligence, wrongful act, or omission of the participant or the participant's guests. If a participant or Village staff member has concerns about the maintenance or safety of the unit, a repair person will be contacted, and 24-hour notice will be given for a repair person's entrance.

The participant agrees to leave their assigned unit, including all components and appliances, in the same condition as on the first day of the term, aside from normal wear and tear. The participant shall be responsible for damages to the property and any equipment or furnishings contained therein that were caused by the participant's negligence or wrongful act, or that of the participant's guests. The participant will receive a Participant Repair Receipt for the cost associated with repairs that are needed. This outlines costs that the participant will need to pay in full. If the participant is unable to pay said

costs at the time of notice, the program provider may work with the participant to set up a payment plan.

**ANIMAL POLICY:** Participant must provide proof of registry as an Emotional Support Animal (ESA) or therapy/service animal for any animal residing at the Richmond Tiny House Village. All animals must be registered with Village staff at the time of move-in using the Animal Registry Form, and all new animals that the participant obtains during their tenancy must be approved and registered before they are introduced to the space. Animals are the sole responsibility of the participant and participants are expected to ensure that their animals are adequately trained for community living. All animals must also have records of up-to-date shots and must be spayed or neutered. There may be a total of three dogs and five cats altogether living on-site at a given time. Each participant may have up to one dog or one cat maximum at a given time, as long as the total number of animals on-site does not exceed the aforementioned amount (pets will be allowed in on a first-come, first-served basis). All cats must be outdoor-friendly, and litter boxes must be stored underneath the cat owner's unit. All dogs must be leashed when outside their owner's home. The fire road behind the property may be utilized as a space to let dogs off-leash, and as an area for animals to relieve themselves. Any animal waste inside the property and on the fire road must be scooped and disposed of immediately. Participants cannot leave their dog(s) unattended in their tiny house for longer than two hours. If a participant plans on leaving their unit or the property for longer than two hours and is unable to bring their dog with them, they must arrange for either another participant or a Resident Assistant to periodically let their dog outside to relieve themselves while they are gone.

If any dog hurts another participant, staff, guest, or participant's pet, those involved may request that Village staff hold a mediation with the affected parties, which may include the larger Village community if a serious incident occurs. If the dog is deemed unsafe to continue living in the Village, the program provider has the authority to require the dog to leave the Village. As required by law, Village staff may notify Animal Control of any incident involving serious injury.

**APPLIANCES:** Participants may not keep or use any electrical appliances that are heat-generating in their unit. This includes but is not limited to: mini fridges, microwaves, coffee makers, electric tea kettles, hot plates, and induction burners. Additionally, participants may not smoke, burn candles, or burn incense (including sage or cedar) in their unit as it poses a fire hazard. All lights must be turned off when participants are not in their homes, for energy use responsibility and fire safety.

**SELF-DEFENSE TOOLS:** Participants who own self-defense tools are required to hand these to Village staff upon entering the Village property; these will be stored in a lock-box in the staff office, and will be given to participants upon request when leaving the property. Self-defense tools that are approved to store on-site are pocket knives with blades less than 7 inches in length, mace, or any keychain self-defense tool. All self-defense tools must be approved by Village staff before they are allowed on-site.

**FOOD:** Participants are expected to eat all meals either outside their house or in one of the communal spaces. Participants are allowed to eat snacks in their unit as long as food is stored properly and food waste is managed appropriately. Village staff have discretion to determine whether an individual resident's food management within their unit does or does not meet program expectations.

**PEST CONTROL:** Participants shall immediately report any and all pest problems in their unit or at the property to the program provider. Participants shall allow the program provider's pest control service provider to inspect and apply pest control treatment inside the unit upon receiving 24-hour notice.

**UTILITIES:** The program provider shall be responsible for arranging and paying for the following utilities: electricity, water, sewer, Internet, and trash services for the property. Cable TV satellites and wiring individual units for cable and Internet are prohibited.

**RIGHT OF ENTRY AND INSPECTION:** To protect the safety of all participants, the property's community areas, and the integrity of the program, Richmond Tiny House Village staff retain the ultimate right of control and access to the property. Village staff may enter the property's common areas at any time to conduct program business. The program provider shall have the right to enter the participant's unit with 24-hour advance notice for the following purposes:

- a. To make necessary and agreed-upon repairs, alterations, or improvements;
- b. To conduct an initial inspection prior to participant's move-out date;
- c. To conduct inspections as required by funders or regulatory agencies;
- d. To show the property to a prospective participant after the participant currently occupying the unit has delivered to the program provider a notice of termination of this Housing Agreement;
- e. If the program provider believes that the participant has abandoned or surrendered the unit;
- f. If the program provider is acting pursuant to a court order.

If a participant is present and consents to the program provider's entry at the time of entry, or *in cases of emergency situations* - i.e., if the program provider believes that a participant's health, safety, or welfare is imminently at risk, or has reasonable suspicion of the possession of any weapons or drugs that are illegal for that participant - the program provider shall have the right to enter the property or the unit without advance notice to the participant and such entry will not be in default of this Housing Agreement.

The program provider shall have the right to enter the property and unit with advance notice of 72 hours to conduct a standard quarterly cleanliness and maintenance inspection of the unit. This is to ensure that the unit meets program cleanliness standards (i.e., no pests, no rotting or pest-attracting food, no mold, no human or animal wastes, etc.). If the unit does not meet these cleanliness standards during a unit check, the participant will be issued a warning. Failure to meet these standards after an initial warning will be considered a Behavior Violation and will be met with the appropriate consequences (see Section IV of the Covenant). More frequent inspections may be scheduled by Village staff on an as-needed basis. Village staff and participants may agree orally to staff's immediate entry, or entry at a specific date and time in the future, to make agreed-upon repairs or supply services, in which case no written notice will be required.



**WELLNESS CHECKS:** Village staff may make daily wellness checks, which would involve knocking on participant doors and performing a verbal wellness confirmation. If it is noted by on-site staff that a participant is on-site and not in any common spaces, and has not responded to wellness check knocks for two days, this may result in Village staff unlocking the door and looking inside without entering to make sure the resident is safe.

**SUBSTANCE POLICY:** At the Richmond Tiny House Village, we are committed to respecting each resident's personal choices around substance use. We acknowledge the need to balance both the importance of individual autonomy and responsibility to one's community. Residents are to be especially mindful of other residents that are committed to sobriety and abstinence from substance use. When illegal substances are used in a community setting, there are often negative impacts that extend beyond the individual using them. There is not only greater potential for harm in the community, there is greater likelihood for police intervention and increased liability for the program and its funding sources.

At the Richmond Tiny House Village, residents who are over 21 years of age and therefore legally allowed to use tobacco or cannabis products may use them in the property's designated smoking area or off-site at least 25 feet away from the property perimeter. Residents under 21 years of age are not permitted to use or store substances of any kind (i.e., cannabis, alcohol, tobacco) on-site, as it presents a liability issue. Residents who are over 21 years of age may store cannabis and tobacco in their unit, but they are **NOT** allowed to use these substances anywhere on-site other than designated smoking areas. Residents of any age may not store or use alcohol on-site, including in the designated smoking area. No cannabis or alcohol use is permitted in the parking lots, on the fire road, or within 25 feet of the Village perimeter. Residents may not share tobacco, cannabis, or alcohol with any resident or guest who is under the age of 21.

When residents return to the Village after having used substances, they are to be mindful of the impact that their substance use has on other residents, particularly residents that are trying to stay sober. In these circumstances, residents are strongly encouraged to remove themselves from a public space if other residents feel that their presence there is harmful.

Residents may store and use their own prescription medications (as prescribed) on-site. No residents may store and use prescription medications that are not prescribed to them on-site.

Drugs (such as cannabis) may not be grown on-site.

No drugs that are illegal for everyone or considered "hard" substances are allowed to be stored or used on-site. The use of these substances puts residents and the community at greater risk of harm, and our community goal is to cultivate an environment that's safe for everyone. While we cannot meet everyone's individual needs around substance use, we are committed to creating a self-empowered community environment that is as safe and healthy for everyone as possible.

**DEFAULT OR TERMINATION:** A participant may terminate this agreement by providing 30 days written notice to Richmond Tiny House Village staff. Such notice indicates that the participant agrees to

vacate the unit no later than 30 days after such notice, remove all personal property, and leave the unit clean and in good condition.

Richmond Tiny House Village staff may terminate this Housing Agreement and a participant's tenancy if the participant violates the terms of this Agreement, the accompanying Covenant, or any amendments to this Agreement (see Section IV of the Covenant).

If a participant violates any terms of this Agreement, the accompanying rules and regulations, or any amendments to this Agreement, their actions will be addressed by Village staff. If appropriate, the participant will be given the opportunity to resolve the issue by participating in a restorative process (see Section IV of the Covenant). If the harmful behavior is non-negotiable (see Tier 3 of Section IV of the Covenant for a list of non-negotiable behaviors), or if a satisfying conclusion is not reached through a restorative process, the participant shall permanently leave the property and remove all of their belongings within 30 days. If the participant does not leave the property by the end of the 30-day notice period, the program provider will file and pursue an Unlawful Detainer action against the participant to regain possession of the unit and property.

**SERVICE OF NOTICES:** Any notice to Richmond Tiny House Village staff must be in writing and either sent by U.S. mail to 175 23rd St. Richmond, CA 94804 or personally served to the Program Manager.

**ABANDONMENT OF UNIT:** If a participant is staying off-site for more nights than allowed in the Overnight Pass Policy, the participant will receive a Tier 1 Violation, in accordance with Section IV of the Covenant. If a participant is found to have not been on-site for more than 24 hours with no pass and no notice of an emergency situation (such as hospitalization or incarceration), Village staff will attempt to contact the participant and emergency contacts immediately. If it is found that the participant is consistently staying in a different location, staff will work with the participant to address barriers to living at the Richmond Tiny House Village. If arrangements cannot be made to make it feasible for the participant to stay at the Village for six nights a week at minimum (as laid out in the Overnight Pass Policy), alternate housing services may be sought by Village staff. If a participant fails to communicate with staff but is consistently staying elsewhere, their unit may be considered "abandoned" and will be turned over by staff; the participant in this case would be considered exited from the program.

**ABANDONED PROPERTY:** The participant is responsible for removing all of their belongings from the unit and property immediately upon termination of this Agreement. If a participant moves out of the property but leaves personal belongings behind, Village staff will make reasonable efforts to give the participant a notice that includes a list of what property was left behind and the date by which the property must be picked up. It is the participant's responsibility to leave a forwarding address with Village staff. If the participant does not reclaim the property within 30 days of service of the notice, Village staff will sell the abandoned property at a public auction unless the property is worth less than \$300.00. Village staff may deduct the costs of storage, advertising costs of the public auction, and the costs for the auction itself from the proceeds of the auction. All remaining proceeds will be deposited with the County Treasurer for the participant to claim within one year. If the property is worth less than \$300.00, Village staff may dispose of the property.

**COMPLIANCE WITH FUNDING REQUIREMENTS:** The participant's household composition, eligibility, and income shall be certified by the participant and verified by the program provider at initial occupancy and annually thereafter during the term of this Housing Agreement. The participant shall execute such documents and provide such documentation as requested by the program provider to certify the participant's household income.

In addition, the participant shall notify the program provider immediately if any of the following changes occur:

- a. The participant obtains employment when the status on the most recent recertification was reported as "unemployed";
- b. The participant's income cumulatively increases by \$200.00 or more per month.

Any misrepresentation of the participant's household income or household size, or failure to comply with the reasonable requests of the program provider regarding verification of the participant's household income, is a violation of this Housing Agreement and constitutes a participant default under this Housing Agreement.

**INDEMNIFICATION:** The participant shall indemnify and hold harmless the program provider (and the program provider's agents and their employees) from and against any claims against the program provider arising out of: the occupancy of the property by the participant; activities at the property undertaken by the participant or their guests, family, pets, or any other person entering the property by their doing; and issues with any goods or equipment, unless the damage is the direct result of the program provider's gross negligence or willful misconduct of the Richmond Tiny House Village program.

The program provider (and the program provider's agents and their employees) shall not be liable to the participant or any of their guests, family, or any other person entering the property by their doing for any injury to their person or property occurring at the Village property. The program provider recommends that the participant obtain renter's insurance. The program provider carries insurance on the property only, which will not cover any of the participant's personal or other property located on or about the Village property. The participant shall be responsible for paying for and carrying their own insurance for personal belongings.

**NON-DISCRIMINATION:** In order to ensure equal access to the Richmond Tiny House Village's programs by all individuals, the Richmond Tiny House Village does not discriminate based upon race, ethnicity, color, creed, religion, gender, assigned or assumed sex, age, marital status, familial status, source of income, sexual orientation, national origin or ancestry, disability, or any other protected classification under state and federal law, in the use, occupancy, transferring, or enjoyment of the property herein Housing Agreement.

Any persons with questions or concerns about any type of discrimination or who feel that they have been or are being discriminated against by a Richmond Tiny House Village employee should first

contact the Program Manager. If a satisfactory response is not received within 24 hours, they may follow the Grievance Procedure as outlined in the Housing Agreement.

**GRIEVANCE PROCEDURE:** If a participant feels that any Richmond Tiny House Village staff has not adhered to the standards set forth in this Housing Agreement, they are entitled to file a grievance. The Resident Grievance Procedure must be provided by any staff member upon request.

**WAIVERS:** No failure of the program provider to enforce any term of this Agreement in any specific instance, including any of the Commitments for Communal Living stated in the Covenant, shall be deemed a waiver, nor shall such failure prevent the program provider's right to enforce the terms of any and all provisions of this Agreement in the future. No indulgence, waiver, election, or non-election by the program provider under this Agreement shall affect the participant's duties and liabilities hereunder.