**Memorandum of Understanding for Apartment Shelter Project**

**Between Family Promise of Greater Indianapolis and Mustard Seed of Central Indiana**

This Memorandum of Understanding (“MOU”) sets forth the terms and understanding between **Family Promise of Greater Indianapolis, Inc.** (“Shelter Provider”), and **The Mustard Seed of Central Indiana, Inc.** (“Furniture Bank”) regarding the rules, regulations, expectations, and limitations of the **Apartment Shelter Project** (“Project”).

**WHEREAS** Furniture Bank’s mission is to receive used and new furniture for donation to qualifying people in need for their residences;

**WHEREAS** Shelter Provider is to provide shelter to families with children who are experiencing homelessness until they can secure permanent housing;

**WHEREAS** Shelter Provider is an approved referral partner of Furniture Bank;

**WHEREAS** Shelter Provider operates a Project to rent private residences or “Units” (e.g., apartments, townhomes, houses), owned and operated by third parties, in Indianapolis as temporary emergency shelters for families with children, providing case management helping those families to secure permanent housing as fast as possible;

**WHEREAS** Shelter Provider intends to rent up to eight Units for the initiation of the Project by July 1, 2020, and may potentially rent up to twelve other Units by December 31, 2020 to consistently operate up to twenty (20) Units in the Project at a time, conditional on funding;

**WHEREAS** the Units need to have furniture for the guest shelter family to have a reasonably comfortable residence;

**WHEREAS** new Units may be rented on an ongoing basis if the Shelter’s Provider’s lease is terminated before term completion so that the Unit can be rented instead to the guest shelter family;

**NOW THEREFORE**, in consideration of the terms and conditions of this Memorandum of Understanding as set forth below, the adequacy of which is hereby acknowledged, the Parties agree as follows:

**Furniture Bank’s Participation:**

1. Receive and consider referrals for furniture in addition to client referrals from Shelter Provider’s other programs, from Shelter Provider for newly rented Units in the Project by e-mail and facsimile;
2. Collect and deliver the furniture listed in the Addendum, subject to availability, for any referred units as close to the communicated lease signing date as possible, as communicated by Shelter Provider;
3. Send an invoice to Shelter Provider for the following amounts within 30 days of delivery of furniture: $250.00 for two-bedroom units and $500.00 for three- or four-bedroom units;
4. Coordinate with Shelter Provider’s designee delivery of furniture;
5. If any furniture items are not available, deliver what is available at earliest available delivery time, and deliver the remaining items at the soonest date available;
6. If a guest shelter family transfers the lease for the Unit into their own name, allow the new tenant to take possession of the furniture that Furniture Bank provided for the Project; understand Shelter Provider will likely then refer a new Unit for furniture;
7. Continue to abide by any applicable agreements in place between Shelter Provider and Furniture Bank.

**Shelter Provider’s Participation:**

1. Refer Units for furniture using Furniture Bank’s referral form by email or facsimile as soon as address and date of lease signing are known;
2. Assure that Units are being utilized as temporary emergency shelters for families with children experiencing homelessness;
3. Coordinate with Furniture Bank’s designee the delivery of furniture, being timely and present to open the Unit for the scheduled delivery;
4. Make every effort to coordinate delivery of furniture while Unit is vacant;
5. Pay any invoice from Furniture Bank for furniture provision and delivery at a Unit for the following amounts within 30 days of receipt: $250.00 for two-bedroom units and $500.00 for three- or four-bedroom units;
6. If a guest shelter family transfers the lease for the Unit into their own name and takes possession of the furniture, communicate the names of the guest shelter family members and date of possession to Furniture Bank within 14 days for their record-keeping.
7. Continue to abide by any applicable agreements in place between Shelter Provider and Furniture Bank;

**Term:** This MOU is effective upon the date last signed and executed by the duly authorized representatives of the Parties to this MOU, and shall remain in full force and effect until terminated in writing by either party.

**Limitations in Scope:** The Parties agree that this MOU is not binding on either Party, and is intended only to memorialize the guidelines of the partnership.

**Applicable Law:** The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Indiana. The courts of the State of Indiana shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be Marion County, Indiana.

**Entirety of Agreement:** This MOU, consisting of three (3) pages, inclusive of a Signature Page, and a one (1)-page Addendum, represents the entire and integrated understanding between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

**SIGNATURES**

**IN WITNESS WHEREOF,** Furniture Bank and Shelter Provider have executed this Agreement in Indianapolis, Indiana on the dates subscribed below.

**The Mustard Seed of Central Indiana, Inc. (“Furniture Bank”)**

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

Print: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_

**Family Promise of Greater Indianapolis, Inc. (“Shelter Provider”)**

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

Print: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_

**Addendum: Minimum List of Furniture to be provided by Furniture Bank**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item** | **Quantity for Two-**  **Bedroom Unit** | **Quantity for Three-Bedroom Unit** | | **Quantity for Four-Bedroom Unit** |
| Twin Bed Mattress (Normal or XL) | 2 | 4 | 6 | |
| Twin Bed Frame (Normal or XL) | 2 | 4 | 6 | |
| Queen Bed Mattress (can substitute Full) | 1 | 1 | 1 | |
| Queen Bed Frame (can substitute Full) | 1 | 1 | 1 | |
| Night Stand or End Table or Coffee Table | 1 | 2 | 2 | |
| Kitchen Table with Six Chairs | 1 | 1 | 1 | |
| Sofa or Loveseat | 1 | 2\* | 2\* | |
| Recliner or Living Room Chair | 1 | 1 | 1 | |
| Lamp | 1 | 2 | 2 | |

*\*In the three-bedroom and four-bedroom units, one sofa or loveseat can be replaceable with two recliners or living room chairs.*

Furniture Bank initial: \_\_\_\_\_\_\_\_\_

Shelter Provider initial: \_\_\_\_\_\_\_\_