

District X COMMERCIAL HOTEL MOU TEMPLATE

For Single Adults, Families with Children, Adult Families

This Memorandum of Understanding dated _____ constitutes an agreement as defined below between _____ (Provider), a _____ corporation hereinafter referred to as (“Provider”), whose principal office is located at _____ and _____ (Hotel), hereinafter referred to as (“Hotel”), whose principal office is located at _____.

1) Agreement

- a. Provider is hereby contracting for the use of _____ commercial hotel rooms (“rooms”) within the premises located at _____ to be utilized for the stated purpose of operating a supervised temporary housing assistance program for individuals and/or families (hereinafter “clients”) referred and overseen by the City of New York Department of Homeless Services (“DHS”) (hereinafter “Program”). Provider and Hotel agree that rooms will be used for the express purpose of the Program unless otherwise designated in this Agreement.
- b. The term of this Agreement shall commence on _____.
- c. Room Rate shall be determined through an executed and agreed-upon authorization form. Hotel acknowledges Provider is a not-for-profit organization and is exempt from taxes levied by Federal, State, and Local governments. Hotel acknowledges the room rate is fixed. Hotel further acknowledges that no charges other than the fixed room rates are allowed when billing for rooms. Any other charges, such as amenities, room service, telephone, etc. are not allowed. Provider requires the approval of the City of New York prior to agreeing to any changes in the room rate. Provider shall pay or reimburse for use of the rooms through a contract.
- d. Payment Terms: Upon commencement, a credit card authorization will be provided for up to one month advanced payment. Hotel shall bill monthly in advance at the last week of the current monthly cycle. Hotel shall bill only as authorized. (See Exhibit A.)
- e. Staffing – Provider staff will maintain 24-hour management of the Program at the Hotel. Provider will identify staff to serve as emergency contacts for the Provider in the event that the Hotel or City of New York require an immediate response to any inquiry, and will submit name, cell phone number, email and other contact information for this purpose. The City of New York reserves the right to require the Provider to replace emergency contacts that fail to appropriately respond to emergencies. (Please complete Exhibit B.)

- f. Hotel will provide emergency contact information for the hotel management staff. (Please complete Exhibit B.)
- g. Confidentiality: All individual identifying information, including client names, received by or in the possession of either party in the course of this Agreement shall be kept confidential and shall not be disclosed except in the terms of this Agreement, or allowed or mandated by applicable law.

All individual identifying information concerning public assistance recipients or their relatives, or in connection with other recipients of city services, shall be held confidential pursuant to the Federal Social Security Act, New York State Social Services Law Section 136, 18 NYCRR Part 357 et seq., New York State Public Health Law Article 27-F, and New York State Mental Health Laws as well as New York State Privacy and Public Officers Laws and any other applicable law and the regulations promulgated there under and shall not be disclosed by any person associated with this Agreement to any person, organization, agency or entity except as provided herein. The provisions of this Section shall remain in full force and effect following termination of this Agreement, or cessation of the services required by, this agreement

2) Rooms

- a. The Hotel agrees to use of the designated hotel rooms (“Program rooms”) for the aforementioned stated purpose unless prevented due to conditions beyond the Hotel’s control. The Hotel shall have the right to substitute Program rooms for the aforementioned stated purpose upon 72-hour notice to Provider and the xxx.
- b. Each room provided by Hotel to Provider for Program use must contain furniture suitable for clients. The Provider reserves the right to remove or modify the furniture in individual rooms to meet Program requirements. Any change will be completed in consultation with the Hotel.

Services

3) Housekeeping

- a. The Hotel will provide housekeeping service for any Program rooms at least every other day while clients reside in the room and upon room turnover.
- b. All corridors, stairwells, elevators, and other common areas throughout the premises must be maintained by the Hotel in a clean and sanitary condition.

4) Linens and toiletries

Hotel will provide linen service, including sheets, blankets, pillows and pillowcases, towels, soap, etc. must be provided upon check-in and replaced on a one-for-one exchange at a minimum weekly and on an as needed basis and in sufficient quantities according to the number of occupants in the room.

5) Refuse and trash pickup

Trash pickup from Program rooms is required daily. Trash must be properly stored in covered receptacles appropriate to the volume of the container. Trash and debris cannot accumulate to levels where refuse overflows containment areas.

6) Extermination and Pest control

- a. Extermination must be performed by a certified pesticide applicator.
- b. Extermination must be performed monthly at the facility and more often in Program rooms as conditions require, and where vermin is identified.
- c. Exterminating activities cannot be performed while clients are in the room.

7) Food Service

Provider agrees to provide Breakfast, Lunch and Dinner to all clients. Partaking in the Hotel's food and beverage offerings are prohibited and will be reflected in the rules and regulations Provider gives its clients.

8) Repairs

- a. When a Program room is vacated, the Hotel agrees to prepare the room for usage by another Client.
- b. All requests for repairs, whether in Program rooms or common areas, must be addressed by the Hotel in a timely manner.
- c. The Hotel will maintain the Certificate of Occupancy with respect to the rooms and, except as otherwise provided herein, be responsible for all maintenance and repairs.
- d. The Hotel will keep the premises free of xxx violations to the best of their abilities. Any notice by a city agency of a violation of code, law, rules or regulations must be addressed promptly.

- e. The Hotel shall have the right to enter the Program rooms at any and all times for inspection, repairs, and maintenance, and shall use reasonable care not to disturb any occupant of any room or its possessions in so doing, though exceptions to disturbance of an occupant may be made in the case of an emergency or if dangerous, unsanitary or hazardous conditions exist, or illegal activities are being conducted, in or about such room.
- f. Hotel shall maintain all safety devices, including window guards (if applicable to population being served), smoke and carbon monoxide detectors, sprinklers, fire extinguishers, grab bars, etc. in proper operating condition. The Hotel shall respond immediately to reports or communications from the Provider relating to inadequate safety situations.

9) Corrective Action Plans

- a. Should xxx forward a corrective action plan ("CAP") to the Provider and Hotel, the Hotel agrees to prioritize remediation efforts to resolve all deficiencies and violations of record.

10) Alterations/Damage to the Rooms:

- a. Provider agrees neither it nor any of the clients occupying the premises may make any additions, alterations or "improvements" to the rooms.
- b. If any room or the means of access thereto shall be damaged by fire or other cause covered by multi-peril policies carried by the Hotel, the Hotel shall, at its own cost and expense, use such insurance proceeds, with reasonable dispatch after receipt of notice of said damage and receipt of such proceeds, to repair or replace or cause to be repaired or replaced, with materials of a kind and quality customary in buildings of the same type as the Premises, the rooms and the means of access thereto, including the walls, floors, ceiling, pipes, wiring, and conduits in the rooms. The Hotel shall not be required to repair or replace, or cause to be repaired or replaced equipment, furniture, or decorations installed by Provider or any of its agents, contractors, employees, or clients or any resident of the rooms or their guests.
- c. If the damage resulting from fire or other insured cause shall be so extensive as to render any room partly or wholly unusable or to destroy the means of access thereto, the Operating Fee shall be proportionately abated (subject to clause 10. d. below) until that room shall be repaired. Provider will not be responsible for loss of potential income or any portion due to any disaster related closing (subject to clause 10. d. below).
- d. If any damage to the premises or its rooms is the result of the willful and wanton negligence of Provider or its agents, contractors, employees, or clients or any

occupant of the rooms or their guests, the Operating Fee shall abate only to the extent of the rental value insurance collected by the Hotel with respect to that Room.

- e. Provider will be responsible for any extraordinary damages caused by willful misconduct or negligence caused by clients and agrees to promptly reimburse the cost to repair such damages. The Hotel agrees to hold Provider harmless for any damage caused by normal wear and tear.
- f. Provider and Hotel agree that damages will only be considered if appropriately documented via a joint walkthrough itemizing and photographing said damages. Invoices for damages must contain this documentation, including all associated costs.

11) Communications

- a. Provider and the Hotel must protect the privacy of the clients. Inquiries regarding any client or event involving a client must be referred to the Provider and xxx.
- b. Hotel must provide immediate notice to the Provider and xxx of any emergency response situation occurring on the premises.

12) Indemnification

To the fullest extent permitted by law, Provider hereby agrees to indemnify and hold the Hotel and all affiliated persons and entities, mortgagees and lessors of the Premises harmless from any and all costs, expenses, claims and liabilities, including (without limitation) attorneys' fees and costs, arising out of the occupancy, negligence, objectionable conduct, intentional misconduct, breach of this Agreement or Applicable Laws, by Provider or its agents, contractors, employees, or clients or any Occupant of the Rooms or their guests. (See Exhibit C: Tenancy Rights).

Hotel hereby agrees to indemnify and hold Provider and all affiliated persons and entities, harmless from any and all costs, expenses, claims and liabilities, including (without limitation) attorneys' fees and costs, arising out of the occupancy, negligence, objectionable conduct, breach of this Agreement or Applicable Laws, by Hotel or its agents, contractors, employees, or clients or any Occupant of the Rooms or their guests.

13) Insurance

Provider shall obtain and at all times during the Term maintain at its sole cost and expense the following insurance covering the Demised Premises and the Building and Provider's operations therein and with respect thereto:

- a. Comprehensive general liability insurance against claims for bodily injury or death or property damage occurring in or about the Building (including, without limitation, bodily injury, death or property damage resulting directly or indirectly from any change, alteration, improvement or repair thereof or from terrorism or mold), with limits of not less than a combined single limit of \$1,000,000.00 and \$3,000,000.00 in the aggregate. Provider shall name _____ as an additional insured under such policy, and shall deliver to _____ certificates of insurance for such policy; and
- b. Workers' compensation insurance, New York State disability benefits insurance, and any and all other statutory forms of insurance now or hereafter required by law, covering all persons employed in, on or about the Premises by Provider.

14) No Statutory Rights

Provider acknowledges and agrees that it does not have any statutory rights that are available to tenants under any Applicable Laws and if any such rights accrue to Provider, they are specifically waived by Provider by the execution of this Agreement. The parties acknowledge and agree that nothing herein shall be construed to constitute the parties as employer/employee, partners, joint ventures, co-owners, or otherwise as participants in a joint or common undertaking. Neither party shall be held financially responsible for the service(s) rendered by the other, nor does either party assume liability for the acts of the other party.

15) Entire Agreement

No Oral Modification: The parties agree that (a) this Agreement constitutes the full agreement between them, (b) there are no understandings not set forth herein, (c) neither party is relying on any representations or warranties not set forth herein, and (d) no future modifications may be made except in a writing signed by both parties.

16) Survival

Any obligation of Provider and the Hotel under this Agreement which by its nature or under the circumstances can only be, or by the terms of this Agreement may be, performed after termination and any liability for a payment with respect to any period on account of continued use or occupancy of the rooms shall survive.

17) Severability

If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein.

18) Remedies; Governing Law; Jurisdiction; Waiver of Jury Trial

Except as may be expressly set forth herein, the parties shall have any and all remedies available at law or equity in case of a breach hereof by the other party. This Agreement will be governed by the laws of the State of New York, without regard to conflicts of law. All disputes arising hereunder, unless resolved by mutual agreement of the parties, shall be resolved by the Supreme Court of the State of New York, located in the County of New York. The parties hereby irrevocably (i) consent to the exclusive jurisdiction on of the Courts of the State of New York, for all purposes in connection with any action or proceeding that arises under, or relates to this Agreement, and (ii) waive all objections as to venue and any and all rights they may have to seek a change of venue with respect to any such action or proceedings. The parties waive the right to a trial by jury in any court action, proceeding or counterclaim arising out of this Agreement or the use and occupancy of the Premises by Agency or its clients.

19) The person(s) signing below are authorized to bind the corporation.

ACCEPTED AND AGREED TO BY:

Name and Title of Provider Representative _____
Date

ACCEPTED AND AGREED TO BY:

Name and Title of Hotel Representative _____
Date

Exhibit A – Payment Terms for P-Card Transactions

Charges are limited to a maximum of \$20,000 PER TRANSACTION.
Transactions must follow charging patterns indicated in signed authorization forms.
Single charges over \$20,000 may be declined and will be disputed.

Room charges are the only expense allowed on the credit card.

No:
Taxes
Incidentals
Entertainment
Reimbursements
Damages, etc.

Hotels are not authorized to charge without a written authorization.

Exhibit B – Emergency Contacts

Hotel Name _____

Address _____

Provider Contact Name _____

Address _____

Cellphone _____

Email _____

Alternate Phone _____

Alternate Email _____

Provider Contact Name _____

Address _____

Cellphone _____

Email _____

Alternate Phone _____

Alternate Email _____

Hotel Name _____

Address _____

Hotel Management Contact Name _____

Address _____

Cellphone _____

Email _____

Alternate Phone _____

Alternate Email _____

Hotel Management Contact Name _____

Address _____

Cellphone _____

Email _____

Alternate Phone _____

Alternate Email _____