



COQUILLE INDIAN HOUSING AUTHORITY



EMERGENCY HOUSING POLICY AND AGREEMENT

POLICY

The purpose of the Coquille Indian Housing Authority's ("CIHA") emergency housing program is to provide special, short-term support to qualifying Native American individuals and families who are in crisis due to lack of housing and circumstances beyond their control.

CIHA may not be able to provide a safe-house atmosphere for people seeking shelter from domestic abuse situations. CIHA will not harbor persons avoiding criminal prosecution. Individuals whose housing problem is the result of a dispute with family members (as opposed to avoiding domestic abuse) are ineligible for this service.

CIHA's emergency housing program provides shelter for individuals searching for permanent housing. The initial amount of time someone may reside in one of the units is 30 days. A re-evaluation of the individual's situation may be done at the end of the 30 days to decide if an extension needs to be given. To qualify for an extension, proof that a solid effort to find permanent housing (and employment if appropriate) must be shown..

While in residence the tenants will be subject to certain guidelines.

1. The unit must be kept as clean as when you moved in.
2. All maintenance problems must be reported to the CIHA office immediately.
3. All items: bedding, furniture, dishes, linens, and appliances, in residence upon move-in are property of CIHA and must remain in the unit when you vacate. All items must be clean and ready for use by the next individual when you vacate the unit.
4. All policies in place apply to Emergency Housing residents as they do for all others in our programs. Copies of these policies are available from the CIHA office.

Remember, the unit that you occupy is only a temporary housing situation. This means that CIHA expects the unit will be in the exact same condition when you vacate it as it was when you moved in. Any disturbances caused by anyone in your unit will be grounds for immediate termination of this Agreement and eviction. A member of the CIHA staff

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will perform inspections during your tenancy. Any violations discovered during these inspections could be grounds for termination of this Agreement and eviction.

By following these rules while you are a resident we will be able to continue this program and in turn help others in need of a short-term place to live. If you have any questions please do not hesitate to contact the CIHA office during business hours.

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AGREEMENT

Section 1: Purpose

The purpose of this Agreement is to provide special, short-term support to qualifying, Native American families who are in emergency crisis, due to lack of housing in circumstances beyond their control. To accomplish this purpose, CIHA has set aside one (1) 2-bedroom apartment available for occupancy by families on a first-come, first-served basis. Due to the special nature of this support, provisions of CIHA's Admissions and Occupancy Policy are waived and will not apply to this housing. However, all other CIHA policies and procedures, including but not limited to CIHA's drug free policy, will apply to this housing. This Agreement and attachments to it, when executed by both parties will govern the occupancy of this housing.

Section 2: Eligibility for Occupancy

To be eligible for occupancy of Emergency Housing, the Resident must be referred by a recognized local social service agency, which assists families in crisis. Known agencies that may make referral to CIHA include:

- Salvation Army
- T.H.E. House
- American Red Cross
- Women's Safety and Resource Center
- Bay Area Rescue Mission
- Community Action
- Department of Human Services
- Coquille Indian Health Clinic
- Head Start
- Caring Pregnancy Center
- Other organizations that are determined qualified by CIHA

CIHA will review the circumstances of any family involved in or running from a domestic violence situation. If it is determined that the occupancy by a person or family in such a situation would constitute a danger to other members of the community, occupancy may be disallowed. This determination will be made at the time of referral and the decision made by CIHA will be final.

Section 3: Terms

A. This Agreement is made between Coquille Indian Housing Authority (hereinafter called CIHA) and _____ (hereinafter called Resident) for the apartment unit located at _____ (hereinafter called Unit).

B. The unit shall be occupied exclusively as a private residence, on an emergency basis, by the

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above named Resident and family members listed here:

The addition of any other persons to the household must be approved in writing by CIHA prior to occupancy.

- C. The term of occupancy shall be for 30 days beginning _____ and ending _____. The occupancy may be extended at the discretion of CIHA, in increments of 30 days, up to a total of 90 days. Any extension of this Agreement will be granted after receiving a written request for extension from the family. The request for extension from the family must detail efforts and progress made by the family to find permanent housing (and employment if appropriate). Any determination made by CIHA in regards to an extension of occupancy will be final.

- D. The Resident shall be responsible for payment of utility costs during the time of occupancy. The actual cost of the utilities will be paid to CIHA at the end of each 30-day period during which the Resident occupies the apartment. CIHA may waive utility charges if it determines that it would impose an undue hardship on the family. Voluntary rent payments will also be accepted by CIHA according to the family's ability to pay. Funds received by CIHA from the family or on behalf of the family shall be used to maintain and enhance CIHA's program of providing emergency housing and other services for families in crisis.

- E. The Resident agrees to abide by Section 4, Rules of Occupancy for Emergency Housing. Violation of those rules will be considered default of this Agreement and CIHA may take action to terminate the Agreement in accordance with Section 5 of the Agreement.

Section 4: Rules of Occupancy for Emergency Housing

Part 1: Rules of Occupancy

- A. Occupancy in Emergency Housing will be provided only while the Resident is actively seeking other permanent housing, and employment if appropriate. If the Resident does not continue to search for alternative housing, or refuses to seek alternative housing while occupying the Emergency Housing unit, CIHA may terminate the Emergency Housing Agreement and evict the resident as provided in Section 5 of the Agreement.

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- B. Occupancy of the unit will be only by the Resident and family members listed in the Emergency Housing Agreement. Moving additional persons into the unit without written permission from CIHA is considered a violation of these rules.
- C. Resident will provide CIHA with written notice of any planned absence of 7 days or more.
- D. Resident agrees to maintain the unit, supplied equipment and furnishings in good order and repair (reasonable wear and tear excepted). The stove, refrigerator, window coverings, walls and floors will be kept clean on a regular basis. Resident agrees to launder all supplied linens and clean all utensils that have been provided for their use during occupancy.
- E. No pets are allowed in Emergency Housing.
- F. Resident will allow representatives of CIHA access to inspect the condition of the unit or effect repairs and improvements, at reasonable times with reasonable notice.
- G. Resident will park automobiles in assigned spaces as provided by CIHA.
- H. CIHA will maintain the unit systems (heat, water, plumbing, electric, etc.). Resident will inform CIHA in a timely manner, of any need for repairs or maintenance of which they become aware.

Part 2: Prohibited Activities

- A. The Resident will comply with all federal, state, Tribal, and local law. Any criminal activity (including drug related activity) by the Resident, any member of the household, or any guest or other person under the control of the Resident, will be considered a violation of these Rules and cause for termination of occupancy by the Resident.
- B. The Resident agrees to abide by and sign CIHA's Drug-Free Policy, which is hereby incorporated by reference in its entirety. Resident agrees to submit to drug testing and treatment upon request by CIHA.
- C. Resident, household members, and guests WILL REFRAIN from destroying, defacing, damaging, or removed any part of the unit. Resident will be charged for the cost of damage, repair, and restoration. Intentional or negligent damage to the unit will be considered a violation of these Rules.
- D. Resident will conduct himself, and will cause other persons on the premises with his consent to conduct themselves in a manner which will not disturb the neighbors' peaceful enjoyment of their accommodations.

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Section 5: Termination

- A. The Resident may terminate this Agreement at any time, with or without cause, by providing CIHA with a 24-hour written notice to terminate.

- B. CIHA may terminate this Agreement for Resident's non-performance of obligations under this Agreement, violation of the Rules of Occupancy for Emergency Housing, or other good cause by serving the Resident a Notice of Default and Termination with 72-hour notice of intent to terminate the Agreement. Termination of the Agreement and eviction of the Resident will occur 72 hours following the Notice of Default and Termination unless it is rescinded in writing by CIHA before that time.

- C. CIHA may terminate this Agreement and take action to evict the Resident on 24-hour notice under circumstances which constitute an emergency or a danger to persons or property.

Section 6: Acknowledgment

By signing below, the Resident acknowledges that this arrangement represents a special opportunity to receive support while working through a time of crisis. Therefore, the undersigned Resident does promise to make a good faith effort to abide by the Agreement made with the Coquille Indian Housing Authority.

Head of Household

CIHA Representative

Co-Head or Other Adult Resident

Title

Date signed

Date signed