

**ONEgeneration and Homeowner Agreement
COVER PAGE**

The purpose of this document is to provide a template for ONEgeneration to adopt and customize into its program participation agreement with the homeowner. It specifically outlines the following provisions, which ONEgeneration has incorporated into The Homeowner Agreement (attached):

- **Program term:** Five (5) years maximum. The program term begins upon execution of the lease agreement and confirmation of eligibility, and remains in effect for the remainder of the grant period which ends _____.
- **Rental Subsidy dispersal schedule:** Each homeowner shall receive twelve (12) equal payments of their rental subsidy per full year or prorated accordingly, due on a monthly basis by the agreed payment due date, upon ONEgeneration's verification of program compliance.
- **Eligible tenants:** ONEgeneration will screen all prospective tenants to ensure they meet the program's eligibility requirements. ONEgeneration will then provide the owner with a pool of eligible tenants from which to select. Only tenants that ONEgeneration has reviewed, screened, and approved are eligible to participate in this program.
- **Rent:** The tenant's portion of the monthly rental obligation is 30% of their monthly income, with the rental grant subsidy supplementing the balance of the agreed monthly rent.
- **Program requirements:** ONEgeneration will monitor homeowners' compliance with the program and homeowners will be required to be available to receive monthly "check in" phone calls from ONEgeneration to discuss the program.

We are looking forward to working with you on our pilot program to house low-income seniors in Accessory Dwelling Units (ADUs). We appreciate your partnership in this effort.

This Agreement is made this _____ day of _____, 20____, by and between ONEgeneration, and _____(hereinafter, collectively referred to as “Owner”).

RECITALS

WHEREAS, the City of Los Angeles (“City”) is the recipient of a grant from the Bloomberg Philanthropies (“Bloomberg Grant”) to be used to increase the supply of affordable housing by incentivizing the use of Accessory Dwelling Units (ADU) as affordable rental housing; and

WHEREAS, ONEgeneration has an agreement with the City to operate as its subcontractor, providing tenant matching and support services, program monitoring, and rental subsidy disbursements; and

WHEREAS, Owner is the record owner of that certain real property located at and commonly known as _____ (on which sits a single family dwelling and a vacant _____,studio, 1-bedroom, ADU, as defined in California Government Code Section 65852.2) (the ADU may also be referred to as the “Restricted Unit”) in the City of Los Angeles, County of Los Angeles, State of California (the single family and ADU are collectively referred to as the “Property”) which address is also set forth in Section 1(a) hereof; and

WHEREAS, Owner has produced a current and valid Certificate of Occupancy from the Los Angeles Department of Building and Safety for the Restricted Unit; and

WHEREAS, Owner applied for and was selected by the City of Los Angeles to receive an ONEgeneration rental grant subsidy; and

WHEREAS, the Property [CHECK ONE] [] is or [] is not subject to the City’s Rent Stabilization Ordinance (“RSO”); and

WHEREAS, in the event that the Property is subject to the RSO, unless Owner has or obtains an applicable exemption, the Owner acknowledges and agrees that while during the term of this Agreement, the RSO, shall still apply to the Property; and

WHEREAS, the parties agree that in consideration of Owner’s award of a ONEgeneration Rental Grant Subsidy to be dispersed per this Agreement, the Owner/Grantee (“Owner”) agrees to provide ____ Restricted Unit(s) at the Property for rental to Eligible Households; and

WHEREAS, it is the intent of the parties that the Restricted Unit(s) herein, shall be continuously held as rental units, subject to the limitations, restrictions, covenants and conditions provided for in this Agreement for the benefit of the City, which is the owner of the public streets and areas adjoining the Property; and

WHEREAS, these provisions are for the purpose of enabling only Eligible Households to rent the Restricted Unit(s).

NOW THEREFORE, in consideration of the representations herein contained, the parties hereto covenant, represent and agree as follows:

[Remainder of this page left intentionally blank]

1. Fundamental Provisions.

(a) Property Address: _____

(b) Total Number of Residential Unit(s) at the Property: _____

(c) Total Number and Type of Restricted Unit(s) at the Property: _____

(d) Allocation of Restricted Unit(s) at the Property:

Bedroom Size	Total # of Units at Property	Total # of Restricted Unit(s)	Unit No.	Square Feet	Location In Property
TOTAL:					

(e) Owner's Contact Information:

(f) Owner's Representative:

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2. Disbursal of Rental Subsidy. ONEgeneration shall disburse the Rental Subsidy in twelve (12) equal payments per full year or prorated accordingly for partial years, within five (5) business days following ONEgeneration’s certification of Owner’s compliance to the program requirements.

ONEgeneration shall not be required to disburse any payment to Owner/Grantee until it has verified program compliance through monthly check-in calls with Owner. This program is for a maximum of 5-years only, subject to change based on funding availability, and actual program term will be determined when the rental commences and when the grant program expires.

ONEgeneration shall not be obligated to fund this Agreement beyond a total of _____ thousand Dollars (\$_____).

The total rental cost* per month agreed is: \$_____.

Of which the tenant shall be liable/responsible for paying: \$_____.

And ONEgeneration / City Grant subsidy will be: \$_____.

* A 3% rental increase starting on the 13th month of rental lease and each calendar year anniversary thereafter, in accordance with the HUD Section 8 Rental Rates.

3. **Definitions.**

For purposes of this Agreement, the terms listed below shall have the meanings hereinafter specified.

(a) **Agreement.** “Agreement” means this “ONEgeneration and Homeowner Agreement” between ONEgeneration and the Owner.

(b) **ONEgeneration Rental Subsidy.** “ONEgeneration Rental Subsidy” refers to the monthly payment of _____ Thousand Dollars (\$_____) from ONEgeneration to the Owner in consideration for renting the Restricted Unit(s) at the Property pursuant to the terms of this Agreement.

(c) **Eligible Household.** “Eligible Household” means a household that qualifies as a low-income senior whose eligibility has been certified by ONEgeneration prior to move-in.

(d) **Fixed:** A “Fixed” Restricted Unit(s) means that the designated Restricted Unit(s) identified in Section 1(d) shall remain a Restricted Unit throughout the term of this Agreement.

(e) **Owner.** “Owner” refers to _____ and includes their authorized representatives, assigns, transferees, or successors-in-interest in ownership of the Property. Owner shall not include persons or entities who/which hold an interest merely as security for the performance of an obligation. Owner shall not include persons or entities after they have ceased to hold a record ownership interest in the Property.

(f) **Property.** “Property” means that certain real property and the Restricted Unit situated thereon, located at and commonly known as _____ in the City of Los Angeles, County of Los Angeles, State of California, which address is set forth in Section 1(a) hereof.

(g) **Rent.** “Rent” means the consideration, including any bonus, benefits, or gratuity, demanded by or received by the Owner for, or in connection with: (1) the use or occupancy of a housing unit and land and facilities associated therewith, (2) any separately

charged fees or service charges assessed by the Owner which are required of all tenants, other than security deposits, and (3) possessory interest, taxes, or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than the Owner. (1), (2), and (3) shall be an average of estimated costs for the next twelve (12) months.

(h) Rent Stabilization Ordinance. "Rent Stabilization Ordinance" or "RSO" refers to the City's Rent Stabilization Ordinance codified at LAMC 151.00 et seq. If the original house on the lot was built prior to October 1, 1978 then the property with the new ADU is subject to the RSO's requirements for rent regulation, fee payments, and related tenant protections.

(i) Restricted Unit. "Restricted Unit refers to the 1-bedroom, studio ADU, as defined in California Government Code Section 65852.2 situated on the Property which Owner shall rent to an Eligible Household and wherein the maximum monthly Rent of 30% of their monthly income, plus applicable utilities, shall to be paid by an Eligible Household per Restricted Unit.

(j) Tenant. "Tenant" refers to the Eligible Household living in the Restricted Unit at the Property.

4. Term

This Agreement shall become effective upon execution by ONEgeneration and shall last for a maximum period of five (5) years from the date ONEgeneration first certifies that an Eligible Household is residing in the Restricted Unit(s), actual term will be less if agreement and rental takes effect after initial grant period, equal to when the lease commences and when the grant ends, i.e., if lease starts in year 2, then it is in effect for four (4) years, if it starts year 3, then only three (3) years, if year 4, then two (2) years, and if year 5, then one (1) year. Owner must agree to monthly check-in calls with ONEgeneration and annual site visits, evidencing compliance with the terms of this Agreement otherwise this Agreement will be terminated. Owner shall give at least a six month written notice to the Tenant prior to the expiration of this Agreement which states what the new amount of rent will be once this Agreement expires or in the event Owner chooses to opt out of this grant participation early pursuant to Section 14.

5. Notice and Opportunity to Cure

In the event ONEgeneration determines the Owner is out of compliance with the income and rent restrictions set forth in Section 9 of this Agreement, ONEgeneration shall send to Owner via U.S. Mail and/or email at the address set forth in Section 1(e) above, a Notice of Default and Opportunity to Cure (“Notice”). All events of default must be cured within sixty (60) days from the date contained on the Notice. In the event the default is not satisfactorily cured within the allotted amount of time, ONEgeneration has the opportunity to terminate the homeowner should they be out of compliance or if homeowner rectifies the issue, may choose to extend the five (5) year term of this Agreement by way of written amendment, in accordance with the amount of time ONEgeneration has determined the Owner is out of compliance.

6. Incorporation of Recitals.

The Recitals to this Agreement are incorporated herein.

7. Tenant Qualification.

Each Restricted Unit(s) on the Property shall be reserved and rented to Eligible Households only, and the maximum monthly Rent for each tenant is 30% of their monthly income, payable by each Eligible Household per Restricted Unit. ONEgeneration will provide the Owner with a pool of eligible tenants from which to select. As part of the owner’s due diligence, it is recommended by ONEgeneration that the owner conduct in person interviews with the prospective tenant. ONEgeneration must approve all tenants before Owner enters into a rental agreement with same. Owner is deemed out of compliance if the Restricted Unit is occupied by a tenant that ONEgeneration has not approved.

8. Owner’s General Obligations.

Each Restricted Unit provided for under this Agreement shall be administered by the Owner, including tenant selection from ONEgeneration’s eligible tenant pool, lease-up, Rent collection, Property maintenance, and eviction procedures, among others.

9. Rent Restrictions.

(a) Rent Restriction. Each Restricted Unit shall only be rented to Eligible Households. The maximum monthly Rent to be paid by an Eligible Household per Restricted Unit is 30% of monthly income per tenant.

(b) Repayment Required for Over-Charge of Rent. In the event the Owner charges an Eligible Household monthly Rent per Restricted Unit, above the allowed amount,

the Owner agrees to repay the Eligible Household the difference between the monthly Rent charged and the maximum monthly Rent allowed in this Agreement for the period that the disallowed monthly Rent was being charged within ten (10) days of ONEgeneration's written request. Written proof of such repayment shall be provided to ONEgeneration within ten (10) days of such repayment.

10. Occupancy Monitoring Requirements.

(a) The Owner shall be available for regular check-in calls with ONEgeneration to discuss the program and confirm tenant occupancy.

(b) On an annual basis, Owner shall agree to site visits by ONEgeneration to confirm program compliance and tenant occupancy.

(c) ONEgeneration may interview the tenants, periodically, throughout the course of this contract to confirm compliance with rental agreement and owner's obligations under this agreement.

11. Required Provisions for Rental or Lease Agreements for Restricted Unit(s).

For Restricted Unit(s), Owner shall use ONEgeneration's form of rental or lease agreement, subject to the review and approval by ONEgeneration, which shall:

(a) Provide for termination of the rental or lease agreement and consent by a tenant to immediate eviction for failure to qualify as an Eligible Household, resulting of any material misrepresentation made by such tenant(s) with respect to their income computation or certification;

(b) Prohibit the subleasing of any Restricted Unit (this includes listing any Restricted Unit(s) for vacation/short-term rental on Airbnb or like websites); and

(c) Permit the termination of an existing tenancy or an eviction **only** upon good cause. Good cause includes the non-payment of Rent, repeated violation of the terms or conditions of the lease agreement, or violations of applicable federal, state or local law.

12. Utilization of Restricted Unit(s).

(a) Full Utilization. Each Restricted Unit required to be provided by this Agreement shall be leased or rented (i.e., the Restricted Unit(s) shall not be withdrawn from the market) and fully utilized in a manner consistent with the Space and Occupancy Standards set forth in the Los Angeles Municipal Code, Chapter IX, Article 1, and the Uniform Housing Code, Chapter V.

(b) The Owner agrees to: (1) maintain and operate each Restricted Unit so as to provide decent, safe, and sanitary housing; and (2) provide each Restricted Unit with the same level of services (including security), amenities, and maintenance as is provided to the other dwelling units on the Property. Such amenities that are provided to households of un-Restricted Unit(s) may include, but are not limited to, access to recreational facilities, parking, cable TV, and interior amenities such as dishwashers and microwave ovens. Optional services provided must also be optional for tenants of both Restricted Unit(s) and un-Restricted Unit(s) and available to all under the same terms and conditions. At the commencement of each Eligible Household's respective lease for a Restricted Unit, all non-purchased incentives being offered to un-Restricted Unit(s), such as free parking, must be equally offered to each Eligible Household. However, any promotional non-purchased incentives offered to new tenants after commencement of an existing lease need not be offered to existing tenants, but must be equally offered to new tenants of both Restricted Unit(s) and un-Restricted Unit(s).

(c) The Owner agrees to notify ONEgeneration within thirty (30) days, in writing at the address set forth in Section 22, each time any Restricted Unit(s) becomes vacant.

(d) If at any time, beginning immediately after the date of the notice described above, a Restricted Unit(s) offered for rent remains vacant for a continuous period of two (2) months, ONEgeneration will refer to the Owner, Eligible Households interested in renting such Restricted Unit(s). If ONEgeneration makes such referrals to the Owner and the Owner declines to rent to such Eligible Households, the Owner's refusal to rent must be based upon a non-discriminatory basis that is objectively reasonable. Owner agrees to provide the basis for any such refusal to rent to ONEgeneration within ten (10) business days of any written request at the address in Section 1(e) above.

13. Right to Inspect.

ONEgeneration reserves the right to visit the Property and inspect each Restricted Unit for satisfactory compliance with this Agreement, any conditions of approval of the Property

imposed by the Planning Department, City ordinances and requirements as applicable, and the City's Guidelines for the Affordable Housing Incentives Program. For routine inspections, seven (7) business days written notice (counted from the date of the notice) will be provided to the Owner via U.S. Mail. Owner shall provide Tenant with a minimum of twenty-four (24) hours written notice before providing access to the Restricted Unit for purposes of inspection.

14. Option to Out.

After the completion of the first year of tenancy by an Eligible Household, but prior to the expiration of the five (5) year term, or if the owner intends to sell the property before the expiration of the five (5) year term, Owner may opt out of ONEgeneration's Grant Program by providing Tenant with six months written notice (with a copy to ONEgeneration) of Owner's intent to opt out and to raise rents in conformity of the City of Los Angeles's Rent Stabilization Ordinance, if applicable. In such event, Owner agrees to forfeit any undisbursed amount of the ONEgeneration Grant.

15. Limitation of Funding, Availability of Funds.

This Agreement shall not create or authorize an obligation in excess of grant funds available at all times. Thus any obligation to pay the subsidy rent by ONEgeneration and / or the City of Los Angeles shall be limited in full by the amount of funds that are made available during the term of this agreement. Owner acknowledges and agrees that payment of subsidy rent funds is made possible only from a grant awarded to the City of Los Angeles, which if for whatever reason becomes not fully available, the subsidy program may terminate early and any remaining term rent subsidies will be fully released. ONEgeneration and the City of Los Angeles will in good faith regularly monitor the availability of funding relative to the costs and remaining funds balance, and reasonably notify the Owner of any anticipated funding shortages in advance, to the extent possible.

16. Americans with Disabilities Act.

The owner hereby certifies that it will comply with the Americans with Disabilities Act 42, U.S.C. Section 12101 et seq., and its implementing regulations. The owner will provide reasonable owner accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. The owner will not discriminate against persons with disabilities, nor against persons due to their relationship to or association with

a person with a disability. Any contract entered into by the owner, relating to this agreement, to the extent allowed hereunder, shall be subject to the provisions of the paragraph.

17. Insurance.

The Owner shall cause to have in full force and effect during the term of this agreement, insurance coverage for the ADU.

18. Federal and State Laws.

Notwithstanding the above provisions, nothing contained herein shall require the Owner or ONEgeneration to do anything contrary to or refrain from doing anything required by federal and state laws and regulations promulgated thereunder applicable to the construction, management, maintenance, and rental of the Restricted Unit(s). Owner further expressly agrees to obey all applicable laws as to the Property, including, but not limited to the California Building Code, the Americans with Disabilities Act, and Title VIII of the Civil Rights Act as amended in 1988 by the Fair Housing Amendments Act. Owner also agrees to pay any and all applicable taxes associated with its receipt of the ONEgeneration Rental Subsidy.

19. Prohibition Against Discrimination.

The Owner shall not discriminate against any tenant or potential tenant on the basis of race, color, religion, creed, sex, age, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, genetic information or medical condition, including the actual or perceived affliction of AIDS or the HIV virus.

20 Enforcement Provisions.

The parties hereto, or their respective successors, heirs or assigns may enforce any of the terms, covenants or conditions contained in this Agreement through any proceedings allowed at law or in equity. They may commence and maintain actions for damages or to restrain and enjoin any actual or threatened breach of any provision of this Agreement. Any remedy provided for herein shall not be exclusive or preclude the parties hereto or their respective successors, heirs and assigns from exercising any other remedy available under this Agreement, or under provisions of law, nor shall any action taken in the exercise of any remedy be deemed a waiver of any right or remedies available to such parties. It is understood and agreed that no waiver of a breach of any of the provisions of this Agreement

shall be construed as a waiver of any other breach; nor shall failure to enforce any portion of this Agreement be construed as a waiver of any of the conditions of this Agreement.

21. Indemnification.

Except for the active negligence or willful misconduct of the City, ONEgeneration or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Owner undertakes and agrees to defend, indemnify and hold harmless ONEgeneration and the City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including owner's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this agreement by the owners or its CONTRACTORS of any tier. The provisions of this paragraph survive expiration or termination of this agreement.

22. Termination of ONEgeneration by the City

In the event ONEgeneration's agreement with the City is terminated by the City with the result that ONEgeneration no longer is serving as a subcontractor for the City under such agreement, then ONEgeneration immediately shall cease providing services under this Agreement. In such event, Owner shall have the same obligations to the City and to any new subcontractor selected by the City that it had to ONEgeneration under this Agreement, and the City and any new subcontractor selected by the City shall have the same rights with respect to the Owner that ONEgeneration had under this Agreement.

23. Administrative.

The CEO of ONEgeneration or the CEO's designee shall have the authority to act on behalf of ONEgeneration in carrying out ONEgeneration's obligations under this Agreement.

24. Notices.

All notices required under this Agreement shall be in writing, which includes email, sent to the Owner at the address(es) set forth in Section 1(j):

**ONEgeneration
17400 Victory Blvd.
Van Nuys, CA 91406
ATTENTION: LORI RESNICK**

Any party may change the address to which notices are to be sent by notifying the other parties of the new address in the manner set forth above.

25. Authority.

Each party to this Agreement hereby represents and warrants that each person executing this Agreement on behalf of a party has the right, power, legal capacity and authority to enter into and perform under the Agreement, that no approval or consent of any other persons are necessary and that the Agreement constitutes a valid and binding obligations of such party, enforceable against such party in accordance with its terms.

26. Amendments.

This Agreement may be amended only by a written instrument signed by both ONEgeneration and the Owner.

27. No Third-Party Right of Enforcement.

No third-party beneficiary rights are intended to be created by this Agreement. Specifically, no person or persons whether a member of an Eligible Household or not, shall be entitled to claim that he, she or they are entitled to rent a Restricted Unit(s) under the terms of this Agreement.

28. Governing Law.

This Agreement shall be interpreted under and be governed by the laws of the State of California and venue for any action filed to enforce any of the parties rights and remedies hereunder shall be the County of Los Angeles, State of California

29. Counterparts.

This Agreement may be executed in counterparts, each of which, when the parties hereto have signed this Agreement, shall be one and the same instrument.

30. Entire Agreement.

The provisions herein constitute the entire agreement between the parties hereto. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statement, or

promise not contained in this Agreement shall not be valid or binding except more restrictive agreements.

IN WITNESS WHEREOF, ONEgeneration and the Owner have caused this Agreement to be executed by its duly authorized representatives:

Executed this _____ day of
_____, 20____

Executed this _____ day of
_____, 20____

For: **ONEgeneration**

For: **OWNER**

By: _____
Jenna Hauss
Chief Executive Officer
ONEgeneration

By: _____
(signature)

(type name of owner)