

# **The Women's Advocacy Center Emergency Housing Agreement**

This Temporary, Emergency Housing Agreement, "TEHA" is between The Women's Advocacy Center, ("TWAC") and the emergency housing applicant, hereafter referred to as "Temporary Resident" or "the TR." The two entities shall collectively be referred to as "The Parties." The Parties enter into this Temporary, Emergency Housing Agreement because 1) the Temporary Resident is requesting temporary, emergency housing services from TWAC; 2) the Temporary Resident is requesting temporary, emergency housing as a victim of domestic abuse; and 3) the domestic abuse occurred in one of the communities served by TWAC.

**The Parties agree as follow:**

- I. TWAC will provide temporary emergency housing for the Temporary Resident for a maximum of ten (10) days in a commercial housing unit/hotel and or at a safe house location chosen by TWAC. While in temporary, emergency housing, the Temporary Resident will:**
- a. Provide a valid form of identification upon being placed in temporary, emergency housing by TWAC.
  - b. Follow all TN state and local guidelines and requirements of the commercial housing unit/hotel and or safe house. This includes all interactions with temporary, commercial housing/hotel staff and or safe house management, as well as TWAC representatives, staff, agency partners, and law enforcement.
  - c. Communicate regularly with a designated representative or staff member at TWAC while in the temporary, commercial housing/hotel or and or safe house. At least every two (2) days.
  - d. Be the only party residing in or at the temporary, emergency commercial housing/hotel or and or safe house, except when children are part of the TR's family.
  - e. Not use illegal drugs and or other controlled substances in or on the premises of the temporary, emergency commercial housing/hotel or and or safe house.
  - f. Refrain from making international calls from the temporary, emergency commercial housing/hotel and or safe house phone. All such calls **MUST** be made using TR's personal phone.
  - g. Maintain the premises of the temporary, emergency commercial housing/hotel and or safe house in excellent working condition without damage to appliances, flooring, including carpets and rugs, furniture, bedding, walls, or any and all other fixtures at, on, or around the commercial housing/hotel and or safe house. If the abuser locates TR and causes damage to property at the commercial housing/hotel and or safe house, TWAC will not hold the TR responsible for such damage.
  - h. Maintain the confidentiality of their location at the temporary, emergency commercial housing/hotel and or safe house. If the abuser locates the TR at the temporary, emergency commercial housing/hotel and or safe house, the TR will call 911 immediately and will notify TWAC.
  - i. Be solely responsible for any and all damage or harm to the TR, the TR's children, the TR's property, the property of the commercial housing/hotel and or safe house, as well as any and all property belonging to TWAC, its staff and or agency partners while the TR is at the temporary, emergency commercial housing/hotel and or safe house.
  - j. Be solely responsible for the safety and security of the TR's belongings in and or around the location of the temporary, emergency commercial housing/hotel and or safe house. This includes the TR's automobile(s).
  - k. Vacate the temporary, emergency commercial housing/hotel and or safe house on or before ten (10) days after entering the location per this Agreement between The Parties.
  - l. Actively seek permanent housing and will not refuse a housing option provided by TWAC, if that option is within TR's budget, is affordable, safe, and is located "reasonable" distance from TR's place of work.
- II. While providing temporary, emergency housing for the Temporary Resident, TWAC will:**
- a. Communicate with the TR regularly at a number provided by the TR. At least every two (2) days.
  - b. Provide lodging at a temporary, emergency commercial housing/hotel and or safe house for the TR for a maximum of ten (10) days. If necessary, TWAC will provide two (2) daily meals to the TR for a maximum of ten (10) days. Cost per meal not to exceed \$15.00.
  - c. Maintain the confidentiality of the TR's location, unless when doing so would violate TN state laws or present a substantial risk of harm to the TR or children in the TR's care at the time.

- d. Assist the TR in identifying locations for long-term, permanent housing in a shelter program for single women or women with children, by referring the TR to such agencies in and around Shelby County, Tennessee.
- e. Assist the TR in identifying programs and services provided by TWAC for which the TR **MAY** be eligible.
- f. Adhere to all TWAC policies and guidelines.
- g. Avoid any harm or threat of harm to the TR, the TR's children, or other individual(s) at the commercial housing/hotel and or safe house.

### **III. Housing Provided by Other Agencies**

Emergency housing which is provided by agencies other than The Women's Advocacy Center, will have their own set of guidelines and rules. **Women who accept this type of housing are NOT considered clients of The Women's Advocacy Center. As such, Section II of this Agreement does not apply to the Temporary Resident or the children of the Temporary Resident.**

This type of emergency housing is typically provided for women who are outside our geographic service area of TWAC and who need emergency housing after fleeing domestic abuse. Women who accept TWAC's assistance in securing this type of housing under these circumstances agree to follow the guidelines and rules set by the external agency. Failure to do so will result in whatever appropriate action the external agency and its agents determine is necessary. ***Your initials below indicate you understand this section of the Housing Agreement and agree to follow the requirements outlined below in subsections a. through e.***

- a. Time Limits – I agree to follow the time limits for occupancy of the emergency shelter as determined by the external agency. \_\_\_\_\_
- b. Vacating the Emergency Housing – I agree to vacate the emergency housing on the date agreed by them and the external agency. \_\_\_\_\_
- c. Destruction of Property – I agree to repair or replace any property in the emergency housing destroyed by them and or their children. \_\_\_\_\_
- d. Occupancy – I agree no one other than them and their children under eighteen (18) years of age will occupy the emergency housing. \_\_\_\_\_
- e. Confidentiality – I agree to maintain the confidentiality of the location, the code, and other information related to emergency housing. I understand that my failure to comply with this requirement will result in me being removed from the emergency housing. \_\_\_\_\_

### **IV. Other Responsibilities**

- i. **The Parties voluntarily entered into this Agreement.**
- ii. **The Temporary Resident does not automatically become a TWAC client, as a result of receiving temporary, emergency housing from TWAC or by signing this Agreement. To become a client of TWAC, the Temporary Resident must complete the necessary Client Intake Form and other required paperwork before being admitted into TWAC's 24-month Safe Families Program.**
- iii. **The Temporary Resident is solely responsible for damage or harm caused by the Temporary Resident's identified abuser, children, or other individual(s) with whom the TR chooses to interact at the commercial housing/hotel and or safe house. As such, the Temporary Resident may be required to pay financial restitution for any harm and or damage caused by the individual(s) listed in Section III, subsection (iii).**
- iv. **Failure by the Temporary Resident to follow the requirements of Section I, subsections (a) through (j) will result in TWAC asking the Temporary Resident to immediately vacate the temporary, emergency commercial housing/hotel and or safe house. Failure to vacate the premises as required by this Agreement may result in civil and or criminal proceedings against the Temporary Resident.**

The undersigned by their signatures confirm their reading and understanding of the contents of this Agreement and their willingness to voluntarily follow items outlined in the Agreement.

**The Women's Advocacy Center Representative**

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

Sign Name: \_\_\_\_\_

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

**Temporary Resident**

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

Sign Name: \_\_\_\_\_

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

Previous Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

License# \_\_\_\_\_

**Other Agency Representative**

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

Sign Name: \_\_\_\_\_

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

**For Office Use Only – Check all that apply.**

\_\_\_\_ Valid identification received, copied, or photographed

\_\_\_\_ Phone number verified

\_\_\_\_ Occupants of the temporary, emergency housing verified

\_\_\_\_ Room number or safe house location confirmed

\_\_\_\_ Meals required by Temporary Resident

\_\_\_\_ Toiletries required and received by Temporary Resident

\_\_\_\_ Phone required by Temporary Resident

\_\_\_\_ Transportation required by Temporary Resident