

Letter of Understanding

As a result of the tragedy of Hurricane Katrina, the lives of thousands of residents in the Gulf Coast areas affected by the storm have been changed forever.

Included among these victims are the persons identified below as the "Guests".

In response to this emergency, the "Donor" (identified below) has offered to make available currently unoccupied housing to the Guests (the "Premises"). This offer is extended out of the humanitarian and charitable intentions of the Donor.

The Donor and Guests recognize that this is an extraordinary and unprecedented situation. In entering into this relationship, the goodwill and good conduct of both the Donor and Guests will be essential in minimizing any misunderstandings between them.

Therefore, the Donor and Guests wish to outline in this Letter certain basic understandings and principles of conduct between them.

1. The Donor and Guests each promise:

- To respect the property, privacy, and personal lives of the other.
- To behave in a manner supportive and respectful of the needs, beliefs and circumstances of the other.
- To assume that this offer of the free use of the Premises by the Guests shall continue for a period of ____ days from the date of this Letter. The length of time may be extended at the sole discretion of the Donor. However, the Guest understands that this is currently only a promise of free housing for ____ days.
- The Donor will be responsible for all the costs associated with the use of the Premises unless checked below, which shall mean that such costs are to be paid by the Guests:

_____ utilities	_____ cable
_____ telephone	_____ insurance
_____ homeowner association fees	_____ property taxes
_____ trash removal	_____ (other)

2. The Guests promise and understand:

- That they will take good care of the Premises. The Guests will behave and maintain the Premises with the same standard of care as if it was their own home.

- The Guests understand that the Donor is offering the use of the Premises only. The Donor is not promising to provide food, transportation or other assistance. While the Donor may choose to provide such additional assistance, it is only the promise for the use of the Premises that is committed to by this Letter of Understanding.
- The Guests understand that the Donor is providing the Premises “as is” and is not responsible for any condition or occurrence that could result in damages or injury to the Guests.
- The Guests promise to behave in a lawful manner at all times while living at the Premises and consistent with the understandings of this Letter. The Guests give the Donor permission to have performed background and criminal checks on the Guests if the Donor so chooses. Similarly, the Donor gives the Guests permission to have performed background and criminal checks on the Donor if the Guests so choose. If in the sole discretion of the Donor, the Guests do not behave in accordance with the promises of this Letter, the Guests may be asked to leave the Premises by the Donor. If a Guest is asked to leave by the Donor for this, or for any other reason, the Guests promise to vacate the Premises peacefully within 48 hours.

3. The Donor and Guests acknowledged that they were introduced to each other through charitable efforts of the Hurricane Katrina Shelter Matching Program sponsored by the Houston Area Urban League, the Houston Association of Realtors, the Houston Bar Association, the Houston Young Lawyers Association and Channel 2 TV (collectively the “Facilitators”). The Donor and Guests appreciate the efforts of the Facilitators and release them from any and all responsibility, liability or claim, known or unknown, of any kind or nature, that may arise now or in the future, by either the Donor or the Guests.

Signed this ____ day of _____, 2005.

The Guests:

(including all adults to occupy the Premises)

Signature: _____

Printed Name: _____

Social Security: _____

Date of Birth: _____

Signature: _____

Printed Name: _____

Social Security: _____

Date of Birth: _____

The Donor:

Signature: _____

Printed Name: _____

Social Security: _____

Date of Birth: _____