

Agreement for Homeowners Participating in Resilient Neighborhoods Program

This Agreement (hereinafter referred to as “AGREEMENT”) is between Sustainable Solano, an incorporated, non-profit 501(c)(3) organization, and _____ (hereinafter referred to as “HOMEOWNER(S)”), at _____ (Address).

WHEREAS, Sustainable Solano received funding from Pacific Gas and Electric to develop the Resilient Neighborhoods Program (hereinafter referred to as “PROGRAM”) that includes permaculture and biomimicry based RESILIENT HUBS in Vallejo, California; and

WHEREAS, the design concepts of the PROGRAM RESILIENT HUB are based on a standard model of a Resilient Hub. Sustainable Solano engaged a professional permaculture designer to develop a resilient model based on the use of rainwater and laundry-to-landscape greywater, and plants that thrive in the Bay Area, are native or well-adapted to a Mediterranean climate resulting in moderate water use, with high-yields and multiple functions, ensuring creation of a vigorous healthy ecosystem providing food, creating shade, supporting natural habitat and building up of soil; and

WHEREAS, Sustainable Solano’s MISSION is to support, promote, and provide education in local sustainable food production, climate resilience and wise use of resources, the DEMONSTRATION RESILIENT HUB is intended to further this MISSION by:

1. Demonstrating environmentally sound landscaping and urban agriculture techniques and principles;
2. Providing hands-on experience and education for local community members;
3. Educating the public in wise use of resources (especially water), permaculture, biomimicry and related topics; and

WHEREAS, the HOMEOWNER has expressed the desire to participate in the PROGRAM and to develop one of the DEMONSTRATION RESILIENT HUBS on their property and thus contribute to the community’s education and sustainability; HOMEOWNER has applied for a DEMONSTRATION RESILIENT HUB and was selected in the open public application process; and

WHEREAS, in the spirit of mutual trust and cooperation, the PARTIES have entered into this Agreement, which describes the PARTIES’ roles and responsibilities; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by all PARTIES hereto, it is agreed as followed:

I. TERM

This AGREEMENT is to be in effect from _____, 2020 to _____, 2025. At the end of the period, if all PARTIES agree, this AGREEMENT may be renewed for another five (5) year period.

II. LOCATION

The DEMONSTRATION RESILIENT HUB shall be located on the property owned by the HOMEOWNER, and is located at _____ (Address,) (hereinafter referred to as “PROPERTY”). The PARTIES agree that the location and identification specifications for the PROPERTY are an accurate identification of the DEMONSTRATION RESILIENT HUB. A map with specific boundaries identifying the DEMONSTRATION RESILIENT HUB will be part of the approved Final Design.

III. USE AND ACCESS OF LAND

Sustainable Solano and HOMEOWNER agree to cooperate to permit use and access at times that reasonably accommodate each others’ schedules, promote best practices for upkeep of the DEMONSTRATION RESILIENT HUB, and further the mission of Sustainable Solano.

In consideration for the services and materials Sustainable Solano will provide to install the DEMONSTRATION RESILIENT HUB at no cost to the HOMEOWNER, the HOMEOWNER shall provide Sustainable Solano, its employees, agents and assigns, independent contractors, and volunteers, the use of the PROPERTY described in Paragraph II of this AGREEMENT, for:

- 1) Installation of the DEMONSTRATION RESILIENT HUB during a series of public workshops;
- 2) Reasonable access at reasonable times to the DEMONSTRATION RESILIENT HUB for the purpose of data collection, observation and documentation, and consultations or limited support for maintenance of the DEMONSTRATION RESILIENT HUB;
- 3) Video, pictures and creation of other mediums for publicity (described in Paragraph IX of this AGREEMENT);
- 4) Installation of signs in the DEMONSTRATION RESILIENT HUB for the purpose of education or publicity;
- 5) Up to twice a year, public tours of the DEMONSTRATION RESILIENT HUB organized and run by Sustainable Solano, its agents and assigns.
- 6) If the PROPERTY is suitable for a greywater system installation (hereinafter referred to as “SYSTEM”), HOMEOWNER will permit access for Sustainable Solano and SYSTEM installation professionals, and the public, to the PROPERTY and related SYSTEM infrastructure, for a Public Workshop on SYSTEM installation. The Public Workshop will be organized and run by Sustainable Solano and/or a SYSTEM installation professional. HOMEOWNER will sign a separate agreement and/or a liability waiver with an organization or a company that will carry out the installation and the public workshop at the PROPERTY.

IV. NOTICES FOR USE AND ACCESS TO PROPERTY

PARTIES consent that for use and access to PROPERTY for all purposes described in this agreement, notice may be oral or written, and PARTIES will cooperate to permit use and access at times

that accommodate each others' schedules, promote best practices for upkeep of the DEMONSTRATION RESILIENT HUB, and further the mission of Sustainable Solano.

Notwithstanding anything herein above, notice of any tour or workshop in the DEMONSTRATION RESILIENT HUB organized and run by Sustainable Solano, its employees, agents and assigns, independent contractors, and volunteers, that will be open to the general public, will be in writing and delivered by mail, electronically, or by fax, at least 30 days before the tour. PARTIES will cooperate to schedule the tour or workshop for a time that accommodates both PARTIES' schedules and is convenient for participation by the most members of the public.

V. DESIGN AND INSTALLATION OF THE DEMONSTRATION RESILIENT HUB

With consideration of the PROPERTY's size, topography, orientation, and other existing conditions, Sustainable Solano shall design a Resilient Hub, known as the DEMONSTRATION RESILIENT HUB, for the PROPERTY based on the list of plants in "RESILIENT MODEL DEFINITION" (Exhibit # 1, attached hereto and incorporated herein by this reference thereto.)

Sustainable Solano will make reasonable accommodation for HOMEOWNER's personal tastes and preferences, while HOMEOWNER acknowledges plant selection is mostly limited to the list of plants in Exhibit # 1.

HOMEOWNER shall approve in writing the Final Design presented by Sustainable Solano prior to the installation of the DEMONSTRATION RESILIENT HUB.

It is the HOMEOWNER's sole responsibility to insure that the approved design is in compliance with any and all government ordinances, codes and regulations, HOA rules and regulations, home insurance policies, and any other potential limitations on landscaping of the PROPERTY.

Sustainable Solano shall provide and deliver to the PROPERTY all plants and other items reasonably necessary for the installation of the DEMONSTRATION RESILIENT HUB.

Sustainable Solano shall appoint a PROGRAM instructor to oversee the installation of the DEMONSTRATION RESILIENT HUB. HOMEOWNER acknowledges PROGRAM participants, who are not instructors but learners will perform some or all of the installation work.

VI. DESIGN AND INSTALLATION OF IRRIGATION SYSTEM

The irrigation system design will be included in the Final Design for the DEMONSTRATION RESILIENT HUB. Any additional components or missing parts necessary for the irrigation system will be specified in the Final Design and approved by the HOMEOWNER.

The DEMONSTRATION RESILIENT HUB includes a basic drip irrigation system at no cost to the HOMEOWNER. Shall any major addition(s) to this basic system be required to complete the installation, HOMEOWNER shall be responsible for the cost of additional components and labor, and pay for same, prior to the installation thereof.

VII. DESIGN AND INSTALLATION OF GREYWATER SYSTEM

Use and reuse of all available water is one of the key goals of permaculture. When possible, a basic laundry-to-landscape greywater system will be included in each DEMONSTRATION RESILIENT HUB. Other types of greywater systems (e.g. shower-to-landscape) may be considered.

If the PROPERTY is suitable for a greywater system installation (SYSTEM), the SYSTEM will be installed during a Public Workshop where participants will learn how to install such a SYSTEM under the guidance of a skilled professional.

Sustainable Solano, under the PROGRAM, will pay for the cost of labor and a laundry-to-landscape greywater kit and other materials. HOMEOWNER will agree to sign a separate agreement and/or a liability waiver with an organization or a company that will carry out the installation and the Public Workshop at the PROPERTY.

VIII. MAINTENANCE OF DEMONSTRATION RESILIENT HUB AND IRRIGATION SYSTEM

Absent any unforeseen circumstances, initial major installation should be completed within one month from the date of commencement. During the first year of participation in the PROGRAM, maintenance may require ongoing plantings or additions to the DEMONSTRATION RESILIENT HUB. Sustainable Solano may choose to cover the cost of any ongoing plantings or additions for the maintenance of the DEMONSTRATION RESILIENT HUB.

Sustainable Solano shall provide HOMEOWNER with a detailed maintenance plan for the DEMONSTRATION RESILIENT HUB and irrigation system, based on the rules and principles of permaculture. The HOMEOWNER shall be responsible for all routine maintenance of the DEMONSTRATION RESILIENT HUB.

Sustainable Solano will be reasonably available for consultations regarding maintenance of the DEMONSTRATION RESILIENT HUB for the purposes of ensuring the health of the DEMONSTRATION RESILIENT HUB and furthering the mission of Sustainable Solano and the PROGRAM.

IX. PUBLICITY

HOMEOWNER agrees to allow Sustainable Solano to use any photographs, interviews, videotapes, films, or other visual or auditory recordings or renderings, of HOMEOWNER, and/or their minor children, any part and all of the DEMONSTRATION RESILIENT HUB, any other landscaping on the PROPERTY, HOMEOWNER's house, or any other structure on the PROPERTY, and any part of the house interior and/or exterior used for a greywater system installation, that Sustainable Solano or others may create in connection with the DEMONSTRATION RESILIENT HUB.

HOMEOWNER agrees that they do not have to inspect or approve the finished product and they are not entitled to any compensation for the finished product.

HOMEOWNER agrees that for purposes of publicity for the DEMONSTRATION RESILIENT HUB and/or events related to the DEMONSTRATION RESILIENT HUB, the PROPERTY's address may be publicized on the internet or in other media that is accessible to the general public.

X. SAFETY POLICY

HOMEOWNER will act with reasonable care to ensure the safety of all persons allowed access to PROPERTY in accordance to the terms of this agreement. If HOMEOWNER is aware of any hazard, unsafe condition, or situation that could result in injury or ill health, HOMEOWNER will take appropriate action to eliminate the hazard or unsafe condition if HOMEOWNER believes they may do so safely. Otherwise, HOMEOWNER will notify Sustainable Solano in writing as soon as reasonably possible, of any hazard, unsafe condition, or situation that could result in injury or ill health.

XI. HARVEST

The DEMONSTRATION RESILIENT HUB is intended as a home garden and is located on the HOMEOWNER's property. Therefore, HOMEOWNER owns and is responsible for the majority of the harvest of the DEMONSTRATION RESILIENT HUB. Harvested food and plants may be used for personal consumption. HOMEOWNER is encouraged to share, donate, or barter harvested food and plants from the DEMONSTRATION RESILIENT HUB that are in excess of what is needed for personal consumption.

Should the HOMEOWNER decide the harvest is not solely for personal use, sharing, donation, or bartering, and then repurpose the DEMONSTRATION RESILIENT HUB into a market garden, urban farm, or other regulated enterprise, it will be HOMEOWNER's sole responsibility to ensure repurposing is in compliance with any and all local and state ordinances, zoning requirements, sale permits, public health regulations, and any other local, state, and federal laws governing HOMEOWNER's market garden, urban farm, or enterprise.

HOMEOWNER's repurposing of the DEMONSTRATION RESILIENT HUB into a market garden, urban farm, or other enterprise, will not be considered a breach of this AGREEMENT if all other benefits to Sustainable Solano in this AGREEMENT are still existing and in place, and the repurposed DEMONSTRATION RESILIENT HUB remains in alignment with Sustainable Solano's mission.

XII. UTILITIES

HOMEOWNER will have sole responsibility for obtaining and paying for all water, electricity, heat, sewage, storm sewer, or any other utility service used on the PROPERTY during the term of this AGREEMENT.

XIII. TAXES

HOMEOWNER has sole responsibility for all tax returns and payments arising from HOMEOWNER's ownership of and Sustainable Solano's use of PROPERTY, including without limitation, real property, income, sales, and personal property taxes.

XIV. COMPLIANCE WITH LAWS AND NONDISCRIMINATION

All PARTIES shall comply with all federal, state, and local laws, rules, and regulations in carrying out this AGREEMENT. All PARTIES agree that there will be no discrimination in the performance of this AGREEMENT on the basis of race, religion, creed, color, national origin, families with children, sex, marital status, sexual orientation (including gender identity), age, genetic history, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability.

XV. ASSUMPTION OF RISK, INDEMNIFICATION, AND WAIVER OF LIABILITY

ASSUMPTION OF RISK. HOMEOWNER understands there are certain risks to HOMEOWNER that may result from, including but not limited to, construction, loading and unloading, dangers caused by terrain, facilities, soil conditions, temperature, physical exertion, insect/rodent exposure, chemical exposure, and actions of other people. HOMEOWNER also understands that PROGRAM related activities, and gardening generally, may include work that may be hazardous to the HOMEOWNER's real and personal property, including, but not limited to damage to windows, walls, foundations, accessory structures, utilities' infrastructure, appliances, the landscape, waterways, walkways, fences, vegetation, flora and fauna, cars parked on the PROPERTY, tools, pets, and livestock. HOMEOWNER hereby expressly and specifically assumes the risk of injury or harm to their persons and property, in participating in PROGRAM related activities and releases Sustainable Solano from all liability for injury, illness, death, or property damage resulting from such activities.

INDEMNIFICATION. HOMEOWNER will defend, indemnify, and hold Sustainable Solano's directors, officers, employees, volunteers, agents, and assigns (Sustainable Solano and such persons are referred to collectively as "Sustainable Solano PARTIES"), harmless against all claims, liabilities, losses, damages, expenses, and attorneys' fees including appellate attorney's fees (together, "Losses"), including, without limitation, Losses arising from any death, property damage, or injury of any nature whatsoever that may be suffered or sustained by HOMEOWNER or any of HOMEOWNER's minor children (HOMEOWNER and their minor children are collectively referred to as "HOMEOWNER's PARTIES"), which may arise directly or indirectly from (a) HOMEOWNER's PARTIES' use or operation of or presence on the PROPERTY, or (b) any breach by HOMEOWNER of this AGREEMENT, including, without limitation to HOMEOWNER's failure to follow the safety policy described in Paragraph X of this AGREEMENT, except to the extent the Loss is caused by the gross negligence or willful misconduct of Sustainable Solano PARTIES. This Paragraph will survive any termination of this AGREEMENT.

WAIVER OF LIABILITY. HOMEOWNER releases and waives all claims against Sustainable Solano PARTIES with respect to or arising out of (a) any death or any injury of any nature whatsoever that may be suffered or sustained by HOMEOWNER's PARTIES from any causes whatsoever, except to the extent that such injury or death is not covered by insurance carried by HOMEOWNER and is caused by the gross negligence or willful misconduct of Sustainable Solano PARTIES; (b) any loss or damage or injury to any property on or about the PROPERTY belonging to HOMEOWNER, except to the extent such injury or damage is to property not covered by insurance carried by HOMEOWNER and is caused by gross negligence or willful misconduct of Sustainable Solano PARTIES. Subject to the prior provisions, Sustainable Solano PARTIES shall not be liable for any damage or damages of any nature whatsoever to HOMEOWNER caused by explosion, fire, theft, crime, or negligent behavior, by

sprinkler, drainage, plumbing, or irrigation systems, by failure for any cause to supply adequate drainage, by the interruption of any public utility or service, by steam, gas, water, rain, or other substances leaking, issuing, or flowing into any part of the PROPERTY, by natural occurrence, riot, court order, requisition, or order of governmental body or authority, or for any damage or inconvenience which may arise through repair, maintenance, or alteration of any part of the PROPERTY, or by anything done or omitted to be done by Sustainable Solano PARTIES. In addition, Sustainable Solano PARTIES shall not be liable for any Losses for which HOMEOWNER has private insurance. This Paragraph will survive any termination of this AGREEMENT.

XVI. WAIVER OF WARRANTIES

HOMEOWNER agrees and accepts that some or all of the persons installing the DEMONSTRATION RESILIENT HUB and irrigation system may not perform at levels of expertise expected of building or landscaping professionals, and this lack of professional expertise may be evident in the installation of the DEMONSTRATION RESILIENT HUB and irrigation system. HOMEOWNER will accept the DEMONSTRATION RESILIENT HUB and irrigation system as is, and with any and all faults: HOMEOWNER hereby waives any warranty of merchantability and/or warranty of fitness for the DEMONSTRATION RESILIENT HUB and Irrigation system. This Paragraph will survive any termination of this AGREEMENT.

XVII. WARRANTY OF OWNERSHIP

HOMEOWNER represents and warrants to be the sole and lawful owner of the PROPERTY, and to have the authority and capacity to enter into this agreement. HOMEOWNER agrees to indemnify and hold harmless Sustainable Solano, its employees, agents and assigns, independent contractors, and volunteers, from any claim, action or cause of action asserted by any other person or entity claiming any interest in the PROPERTY. This Paragraph will survive any termination of this AGREEMENT.

XVIII. SUCCESSION

This Agreement will be binding upon the heirs, executors, administrators, and permitted assignees or successors in interest of HOMEOWNER.

XIX. TERMINATION:

This AGREEMENT shall take effect upon the date of the last signature below, and shall remain in effect unless terminated by either party, for any reason, with one hundred eighty (180) days advance written notice.

Unless due to an act of God, early termination of this AGREEMENT by HOMEOWNER, as described in the preceding paragraph, will be considered a breach of this AGREEMENT, and HOMEOWNER will therefore immediately owe Sustainable Solano the cost of installation of the DEMONSTRATION RESILIENT HUB and if applicable SYSTEM (estimated at \$5000), divided by 1825 (the number of days in the term of this agreement), multiplied by the number of days between the breach and the term's end date set forth in paragraph I. Proof of cost will be submitted by Sustainable Solano to Homeowner if money becomes owed.

XX. BREACH

If HOMEOWNER breaches any of its duties or obligations under this AGREEMENT, Sustainable Solano may provide HOMEOWNER with written notice of the breach. If HOMEOWNER fails to cure the breach within 30 days after receipt of such notice, Sustainable Solano may terminate this AGREEMENT by providing written notice, with the termination date effective 15 days after delivery of such notice to HOMEOWNER. Sustainable Solano will, in its sole discretion, determine whether the breach has been cured.

Unless due to an act of God, breach of this AGREEMENT by HOMEOWNER will result in HOMEOWNER immediately owing Sustainable Solano the cost of installation of the DEMONSTRATION RESILIENT HUB and if applicable SYSTEM (estimated at \$5000), divided by 1825 (the number of days in the term of this agreement), multiplied by the number of days between the breach and the term's end date set forth in paragraph I. Proof of cost will be submitted by Sustainable Solano to Homeowner if money becomes owed.

The sale and /or other transfer of the PROPERTY wherein the transferee does not in writing assume the obligations of HOMEOWNER hereunder, shall be considered a breach of this agreement by HOMEOWNER; and HOMEOWNER will immediately owe Sustainable Solano the cost of installation of the DEMONSTRATION RESILIENT HUB plus, if applicable, SYSTEM (estimated at \$5000), divided by 1825 (the number of days in the term of this agreement), multiplied by the number of days between the breach and the term's end date set forth in paragraph I. Proof of cost will be submitted by Sustainable Solano to Homeowner if money becomes owed.

XXI. MEDIATION

In the event a dispute arises, PARTIES agree to submit that dispute to mediation before the dispute is arbitrated or taken to court. The cost of such mediation shall be borne equally, unless otherwise stipulated in a settlement.

XXII. MODIFICATION AND SEVERABILITY

This AGREEMENT may be modified only as stated in a writing signed by all PARTIES which states that it is an amendment to this AGREEMENT. If any provision in this AGREEMENT is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law.

XXIII. WAIVER

Any waiver of any term of this AGREEMENT must be in writing. Failure, neglect, or delay by a party at any time to enforce the provisions of this AGREEMENT will not be considered a waiver of that party's rights under this AGREEMENT. Any waiver shall not be considered a waiver of any later breach or of the right to enforce any provision of this AGREEMENT.

XXIV. COUNTERPARTS

This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original and all of which will be taken together and deemed to be one instrument. Transmission by fax or PDF (or similar digital format) of executed counterparts constitutes effective delivery.

I, the undersigned, have reviewed this AGREEMENT, and declare I agree with the above terms:

Sustainable Solano

Homeowner

_____ (signature)

_____ (signature)

Date: _____

Date: _____

Name: Elena Karoulina

Name: _____

Title: Executive Director

Name: _____

Address: PO BOX 1215 Benicia CA 94510

Address: _____

Email: elena@sustainablesolano.org

Email: _____

EXHIBITS:

Exhibit 1: RESILIENT MODEL Definition

As the Resilient Neighborhoods pilot develops, our definition of a Resilient Hub will continue to be shaped, with your help. The measures listed below are all components that support resiliency, and that will be explored for their feasibility at your home along with the homes of your neighbor-partners. The features that bring the most benefits to your home, and the communal hub's resilience, will be implemented through this program where possible. Additional features can be added overtime.

Resilient Design Measures:

- Fruit trees
- Nut trees
- Shade trees
- Berries
- Grapes
- Mushrooms
- Plants to attract beneficial insects
- Bioswales
- Greywater: laundry to landscape
- Greywater: shower to landscape
- Rainwater harvesting storage tanks
- Drip irrigation system
- Sheet mulching
- Chickens
- Composting
- Vermicomposting
- Shade structures (trellis, etc.)
- Light structure color
- Light roof color
- Water-wise fixtures
- Energy efficiency measures
- Rooftop solar
- Emergency supplies