

AGREEMENT BETWEEN CONGREGATION B'NAI ISRAEL AND
FOR SANCTUARY ACCOMMODATIONS

At the direction of the clergy and Board of Directors of Congregation B'nai Israel ("CBI"), and in furtherance of the mission of CBI, CBI enters into this agreement with _____ ("Family"), dated _____, to set forth CBI's and the Family's mutual expectations and obligations regarding the Family use of CBI's facilities (the "premises") for sanctuary accommodations.

Representations:

CBI and the Family make the following representations, which are incorporated into this agreement as material terms:

Whereas, on [DATE], pursuant to the recommendation of CBI's clergy, CBI adopted a resolution declaring itself a sanctuary congregation and agreeing to serve as a safe haven for individuals or families needing shelter due to imminent risk of deportation or other harm resulting from their immigration status.

Whereas, it is in furtherance of the mission of CBI, and in furtherance of the mission of the Union for Reform Judaism to offer sanctuary accommodations as an act of treating "strangers in our midst with justice and compassion."

Whereas, the Family represents to CBI that it is in imminent need of sanctuary housing because the Family faces the immediate threat of deportation or other harm resulting from their immigration status.

Now, therefore, the Family and CBI wish to set forth the following terms and expectations governing the Family's temporary stay at CBI.

Code of Conduct:

No term. The Family and CBI acknowledge there is no finite term to this agreement, and it will be treated, in effect, as a month-to-month lease. However, CBI acknowledges its mission is to provide sanctuary safety to the Family and will do so in good faith. CBI will exercise its best efforts to provide sanctuary to the Family for as long as both the Family and CBI agree that they are in imminent threat of deportation if they were to reside outside of the sanctuary premises of CBI or until CBI, in its best judgment, has no practical recourse to continue to offer sanctuary, such as, but not limited to, complying with an enforceable arrest warrant for the Family.

Facilities. The accommodations CBI is able to offer include a kitchen, bathroom facilities, and a converted classroom that can be used as living space. CBI will exercise its best efforts to provide privacy for the Family, but the Family acknowledges that CBI is an active religious congregation, business operation, and school which activities necessitate employees,

congregants, clergy, and guests to regularly move throughout the premises. CBI will make best efforts to provide advance notice to the Family when CBI needs to access the Family's living space, but the Family acknowledges that such advance notice may not always be possible. The Family understands and waives all notice and access requirements it might possess under a typical lease or landlord-tenant relationship.

Due care by Family. The Family includes [LIST members]. Other than the members of the Family identified here, no one else shall occupy the premises without the prior consent from CBI. The Family agrees to exercise due care in the use of the premises and to keep all areas under the Family's control in clean and working order. The Family acknowledges and agrees that it may be liable for any damage to the premises caused or permitted by the Family, Family's guests, and persons under Family's control.

Repairs. Except as provided by law, no repairs, decorating or alterations shall be done by the Family without CBI's prior written consent. The Family shall notify CBI immediately of any repairs or alterations contemplated, and the Family shall immediately notify CBI should any plumbing, electrical, mechanical or other equipment or part of the premises become damaged, faulty or in disrepair.

No pets. The Family shall not keep or permit to be kept in the premises or upon the property any animals or pets of any kind unless agreed to in writing by CBI.

No drugs. CBI is a "drug-free zone" and any attempt to use, manufacture, or sell illegal drugs or controlled substances, aid anyone in doing so, or using the premises to further that purpose, shall be grounds for immediate termination of the Family's use of the premises.

No Smoking. CBI is a "tobacco-free zone." Smoking or the use of any kind of tobacco products (including e-cigarettes and chewable tobacco) is not permitted anywhere on the premises and shall be grounds for immediate termination of the Family's use of the premises.

Religious Observance. The Family acknowledges that CBI is a religious congregation that observes certain customs, traditions, and beliefs, including the observance of Shabbat. The Family will exercise its best efforts to avoid interference with CBI congregants, employees, clergy, and guests who are observing and practicing their religious faith.

Security. While CBI maintains a security system, including theft alarm, video surveillance and, at certain times, on-campus security personnel, CBI makes no representations or warranties that the premises are secure from theft, other criminal activity, or access by third parties, including law enforcement. The Family accepts the CBI premises and accommodations "as-is" and acknowledges the CBI makes no representations or warranties, whether express or implied.

Additional Representations: As part of its effort to seek sanctuary, the Family acknowledges that it made certain representations and warranties to CBI and [REGIONAL ORGANIZATION]. The Family further represents to CBI that Family's statements and representations to CBI and [REGIONAL ORGANIZATION] were true and accurate. The family further acknowledges that such representations were a material inducement to CBI to provide sanctuary accommodations to

Family. Should CBI discover that the Family has made any misrepresentations to either CBI or [REGIONAL ORGANIZATION], such misrepresentations shall be considered as cause to immediately terminate this agreement and the Family's right to sanctuary accommodations at CBI.

General Release of all claims

In exchange for the above benefits and the terms of this agreement, the Family agrees to the following releases:

1. The Family, including its additional family members, heirs, attorneys, and all legal successors, hereby releases and forever discharges CBI and its employers, directors, officers, employees, Rabbis, agents, attorneys, legal successors and assigns from any and all claims, wages, demands, assistance, support, rights, liens, agreements, contracts, covenants, actions, suits, right to appear, entitlements and notices, causes of action, obligations, debts, costs, expenses, interest, attorney fees, contributions, damages, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, whether known or unknown, suspected or unsuspected, and whether or not concealed or hidden, which Family has at any time heretofore owned or held against CBI, including, without limitation, those arising out of or in any way connected with the Family stay with and/or services provided by CBI.
2. Family further agrees to waive the provision of California Civil Code Section 1542, which reads as follows:

“a general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

This General Release of all Claims is freely and voluntarily entered into by the Family and CBI. The Family and CBI acknowledge that they have read the foregoing General Release of all Claims, understand its contents, and accept and agree to the provisions it contains and hereby execute it voluntarily and knowingly and with full understanding of its consequences.

Additional Miscellaneous Terms

Each and every term, covenant and agreement herein contained shall be deemed a condition hereof. No oral agreements have been entered into, and this agreement shall not be modified unless such notification is reduced to writing. Waiver by CBI of any singular breach of any singular term or singular condition of the agreement shall not constitute a waiver of subsequent breaches. Time shall be of the essence of this agreement. The invalidity or partial invalidity of any provision of this agreement shall not render the remainder of the agreement invalid or unenforceable.

Dated:

Family

Dated:

Congregation B'nai Israel