

Agreement to Provide Housing and Peer Support Services

House Expectations and Resident Contract

Introduction to this agreement:

exists as a home for people who require a living environment that is free from alcohol and drug use at any time. You and all residents of this House agree to reinforce recovery principles and practices through support with other recovering persons and maintain an atmosphere of support and encouragement.

Accepting this as your home, you will be morally bound to your fellow residents and legally bound to this contract. This contract was created to protect this alcohol and drug free environment and promote an atmosphere of peer support.

As a resident of this House you are expected to read and familiarize yourself with this contract, our house rules and the house expectations and traditions and ask questions if you are unsure of anything you read.

Legal Protections that benefit the home and its residents comes with a responsibility that if not fulfilled has significant and serious consequences. Please read this carefully.

Because this home is protected under various state and federal laws, among which are the Federal Fair Housing Act and the Americans with Disabilities Act, we are required to have the person leave the home if they return to the use of alcohol or drugs. (A) The use of Alcohol or any illegal drug in the housing provided by us is prohibited; and (B) Any resident who violates such prohibition will need to exit the home within a few hours.

We provide all residents with planning tools in the event there is a relapse in their sobriety and they return to using drugs or drinking alcohol. Except for exiting the home within a few hours, there are few laws regarding return. It is up to each homeowner to set this policy and we encourage every home to have this policy in writing and make it an addendum to this agreement.

There are other circumstances and exceptions that may seem outside of California Landlord Tenant laws but are necessary and allowable exceptions to safeguard the quiet enjoyment of the other responsible residents.



Self Affirmation And Identification As A Person With A Disability.

Because _____ provides housing for people with conditions that are considered by law a disability, we ask each resident to self-identify themselves as having a disability. Disability identity refers to possessing a positive sense of self and feelings of connection to, or solidarity with, the disability community. This helps us know you and how we may help you navigate social stresses and daily hassles.

This helps guide our relationship with residents so we understand people with disabilities towards what to do, what to value and how to behave in those situations where a disability stands out, as well as those where it is not salient.

I, _____ attest that I am living with one or more disabilities named _____ in the Americans with Disabilities Act. I am choosing to live in _____ as a resident of _____ because it is free of drugs and alcohol use. I understand that if I return to the use of alcohol or drugs while in this home, I will be expected to leave the home as directed by the management.

Resident Name

Signature

Date

Home Representative

Has witnesses this signature

Signature

Date



Resident Contract

Includes house rules and expectations and other addendums.

This Agreement executed on this date _____ by and between:

Home Name:

Home Address:

City, State,zip

Home Representative

will be hereinafter known as the “manager.” The address listed may also be used for notice.

_____ k

k _____ Zip _____

k _____

k # _____

OCCUPANT(S): There shall be up to _____ people residing in the House including you.



Resident and Manager Agree to the following (check boxes that apply):

OFFER OF HOUSING: The Manager hereby offers the above listed Resident subject to the following terms and conditions of this Agreement, $\{type_of_room\}$ in a shared living environment at this $\{home_address\}$ 2625 Joann Drive, Oceanside, CA 92056. The payment includes utilities (electric, gas, trash, water, internet) Consisting of 4 bedrooms, 2 bathrooms and other common area hereinafter known as the “house.” The Manager may also use the address for notices sent to the Resident.

PURPOSE: The Resident may only use the house as a residential dwelling. It may not be used for storage, manufacturing of any type of food or product, professional service(s), or for any commercial use unless otherwise stated in this Agreement.

FURNISHINGS AND APPLICANCES: The house is furnished with all the common and usual items and are for use by the resident and other occupants. There is no written inventory of furniture and appliances. Residents, unless they purposefully damage the furniture and furnishings, residents will not be charged for damage. Purposeful damage shall be the liability of the Resident, reasonable wear and tear excepted, and will be billed directly, or less the security deposit.

AGREEMENT TERM:

This Agreement shall be

___ a month-to-month arrangement (tenancy-at-will) beginning on _____ and end at anytime by the Manager or Resident providing at least 30 days' written notice to the other party.

___ a fixed term of ___ months beginning on _____ and ending on: _____. After the end date this agreement will convert to a month to month lease unless agreed to by manager and resident.



FIRST (1ST) MONTH'S PAYMENT: First (1st) month's payment shall be due by the Resident upon the execution of this Agreement.

PRORATION PERIOD: If the resident moves into prior the 1st of the month, the payment for that month will be prorated at _____ per day payable upon execution of this agreement.

SECURITY DEPOSIT:

A Security Deposit in the amount of _____ shall be required by the Resident at the execution of this Agreement to the Manager for the faithful performance of all terms and conditions herein. The Security Deposit is to be returned to the Resident according the law at that time. T

No Security Deposit

POSSESSION: Resident has examined the condition of the House and by taking possession acknowledges that they have accepted the housing in good order and in its current condition except as herein otherwise stated. Failure of the Manager to deliver possession of the house at the start of the Agreement Term to the Resident shall terminate this Agreement at the option of the Resident. Furthermore, under such failure to deliver possession by the Manager and if the Resident cancels this Agreement, the Security Deposit (if any) shall be returned to the Resident along with any other pre-paid payment, fees, including if the Resident paid a fee during the application process before the execution of this Agreement.

ACCESS: Upon the beginning of the Proration Period or the start of the Agreement Term, whichever is earlier, the Manager agrees to give access to the Resident in the form of keys, fobs, cards, or any type of keyless security entry as needed to enter the common areas and the House. Duplicate copies of the access provided may only be authorized under the consent of the Manager and, if any replacements are needed, the Manager may provide them for a fee. At the end of this Agreement all access provided to the Resident shall be returned to the Manager or a fee will be charged to the Resident or the fee will be subtracted from the Security Deposit.

MOVE-IN INSPECTION: Before, at the time of the Resident accepting possession, or shortly thereafter, the Manager and Resident shall perform an inspection documenting the present condition of all appliances, fixtures, furniture, and any existing damage within the House.

NO Move-In Spection

SUBLETTING: The Resident shall not have the right to sublet the House or any part thereof.



ABANDONMENT: If the Resident vacates or abandons the House for a time-period that is the minimum set by State law or seven (7) days, whichever is less, the Manager shall have the right to terminate this Agreement immediately and remove all belongings including any personal property off of the House. If the Resident vacates or abandons the House, the Manager shall immediately have the right to terminate this Agreement.

ASSIGNMENT: Resident shall not assign this Agreement without the prior written consent of the Manager . The consent by the Manager to one assignment shall not be deemed to be consent to any subsequent assignment.

PARKING: The Manager ___ shall ___ shall not be required to provide parking to the Resident.

RIGHT OF ENTRY: Given the special nature of this housing, the Manager shall have the right to enter the House at any time without giving the standard 24 hours notice. There ___ is ___ is not a resident manager present in the home.

PETS: The Resident shall shall not be allowed to have pets on the House or common areas except those that are necessary for individuals with disabilities. Additional terms:

NOISE/WASTE: The Resident agrees not to commit waste on the house, maintain, or permit to be maintained, a nuisance thereon, or use, or permit the House to be used, in an unlawful manner. The Resident further agrees to abide by any and all local, county, and State noise ordinances.

ADDITIONAL POLICIES AND PROCEDURES:(manager checks boxes below of optional statements if it applies to this home. Manager may add information under this section or on an additional addendum.

SMOKING POLICY:

CURFEW POLICY:

OVERNIGHTS OUTSIDE OF HOME:

GUESTS POLICY:



URINALYSIS AND OTHER DRUG TESTING: UpLift Housing Network homes are required to do testing. This includes any method by which drugs, alcohol or other prohibited substances may be detected. (referred to as “UA”) You are subject to a UA at any time.

Additional policy text if needed:

Resident agrees to leave the home and forfeit this agreement if resident does not comply with this homes drug and alcohol policy or if resident refuses to be tested.

CRIME FREE HOME: Violence, aggravated aggression, felony theft, bullying, verbal assaults and similarly disruptive behavior will be dealt with swiftly and will require intervention of law enforcement.

COMPLIANCE WITH LAW: The Resident agrees that during the term of the Agreement, to promptly comply with any present and future laws, ordinances, orders, rules, regulations, and requirements of the Federal, State, County, City, and Municipal government or any of their departments, bureaus, boards, commissions and officials thereof with respect to the house, or the use or occupancy thereof, whether said compliance shall be ordered or directed to or against the Resident, the Manager or both. For most purposes, and with some exceptions, California landlord/tenant laws apply.

NO WAIVER OF RIGHTS: Unless ordered by the court or known to be a special circumstance, residents shall never be asked to waive their legal rights.

DEFAULT: If the Resident fails to comply with any of the financial or material provisions of this Agreement, or of any present rules and regulations or any that may be hereafter prescribed by the Manager or materially fails to comply with any duties imposed on the Resident by statute or State laws, within the time period after delivery of written notice by the Manager specifying the non compliance and indicating the intention of to terminate the Agreement by reason thereof, the Manager may terminate this Agreement. If the Resident fails to pay payment when due and the default continues for the time-period specified in the written notice thereafter, the Manager may, at their option, declare the entire balance (compiling all months applicable to this Agreement) of payment payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to the Manager at law or in equity and may immediately terminate this Agreement.



The Resident will be in default if: (a) [Resident does not pay payment or other amounts that are owed; (b) Resident, their guests, or the Occupant(s) violate this Agreement, rules, or fire, safety, health, or criminal laws, regardless of whether arrest or conviction occurs; (c) Resident abandons the House; (d) Resident gives incorrect or false information in the application; (e)

Resident, is arrested, convicted, or given deferred adjudication for a criminal offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (f) any illegal drugs or paraphernalia are found in the House or on the person of the Resident or guests while on the House and/or; (g) as otherwise allowed by law.

DISPUTES: If a dispute arises during or after the term of this Agreement between the Manager and Resident they shall agree to hold negotiations amongst themselves, in "good faith", before any litigation.

SEVERABILITY: If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

RETALIATION: The Manager is prohibited from making any type of retaliatory acts against the Resident including but not limited to restricting access to the House, decreasing or cancelling services or utilities, failure to repair appliances or fixtures, or any other type of act that could be considered unjustified.

WAIVER: A Waiver by the Manager for a breach of any covenant or duty by the Resident, under this Agreement is not a waiver for a breach of any other covenant or duty by the Resident, or of any subsequent breach of the same covenant or duty. No provision of this Agreement shall be considered waived unless such a waiver shall be expressed in writing as a formal amendment to this Agreement and executed by the Resident and Home owner or manager.

EQUAL HOUSING: If the Resident possesses any mental or physical impairment, the Manager shall provide reasonable modifications to the House unless the modifications would be too difficult or expensive for the Manager to provide. Any impairment(s) of the Resident are encouraged to be provided and presented to the Manager in writing in order to seek the most appropriate route for providing the modifications to the House.



HAZARDOUS MATERIALS: The Resident agrees to not possess any type of personal property that could be considered a fire hazard such as a substance having flammable or explosive characteristics on the House. Items that are prohibited to be brought into the House, other than for everyday cooking or the need of an appliance, includes but is not limited to gas (compressed), gasoline, fuel, propane, kerosene, motor oil, fireworks, or any other related content in the form of a liquid, solid, or gas.

INDEMNIFICATION: The Manager shall not be liable for any damage or injury to the Resident, or any other person, or to any property, occurring on the House, or any part thereof, or in common areas thereof, and the Resident agrees to hold the Manager harmless from any claims or damages unless caused solely by the Manager's negligence. It is recommended that renter's insurance be purchased at the Resident expense.

COVENANTS: The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this Agreement.

HOUSE DEEMED UNINHABITABLE: If the Property is deemed uninhabitable due to damage beyond reasonable repair the Resident will be able to terminate this Agreement by written notice to the Manager. If said damage was due to the negligence of the Resident the Resident shall be liable to the Manager for all repairs and for the loss of income due to restoring the House back to a livable condition in addition to any other losses that can be proved by the Manager.

LEAD PAINT: The House was constructed before 1978 and therefore the Lead-Based Paint Disclosure that is attached to this Agreement must be authorized.

GOVERNING LAW: This Agreement is to be governed under the laws located in the State of California.

PEST CONTROL: If the Manager has performed any recent medication in regards to pests any test results will be forwarded to the Resident.



MEGAN'S LAW: Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Website maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (b) Subject to subdivision (c), upon delivery of the notice to the lessee or transferee of the real property, the lessor, seller, or broker is not required to provide information in addition to that contained in the notice regarding the proximity of registered sex offenders. The information in the notice shall be deemed to be adequate to inform the lessee or transferee about the existence of a statewide database of the locations of registered sex offenders and information from the database regarding those locations. The information in the notice shall not give rise to any cause of action against the disclosing party by a registered sex offender. (c) Notwithstanding subdivisions (a) and (b), nothing in this section shall alter any existing duty of the lessor, seller, or broker under any other statute or decisional law including, but not limited to, the duties of a lessor, seller, or broker under this article, or the duties of a seller or broker under Article 1.5 (commencing with Section 1102) of Chapter 2 of Title 4 of Part 4 of Division 2.

MOLD DISCLOSURE: If the Manager has the belief that the House may be subject to mold, an attachment will be added to this Agreement for the educational purposes of the Resident. The Manager will be required to remediate any existing mold on the House that surpasses the highest levels allowed by law.

ADDITIONAL TERMS AND CONDITIONS: In addition to the above stated terms and conditions of this Agreement, the Manager and Homeowner agree to the following: Way of Life exists as a home for people who require a living environment that is free from alcohol and drug use at any time. You and all Residents of this House agree to reinforce **recovery** principles and practices through support with other recovering persons and maintain an atmosphere of support and encouragement.

Accepting this as your home, you will be morally bound to your fellow residents and legally bound to this contract. This contract was created to protect this alcohol and drug free environment and promote an atmosphere of peer support.

As a Resident of this House you are expected to read and familiarize yourself with this contract, our house rules and the house expectations and traditions and ask questions if you are unsure of anything you read.



Acknowledgment by resident of these special conditions: (Resident to *initial each*):

___ If I use drugs or alcohol, I will will leave the home peacefully and as directed.

___ I will pay my share of house expenses included above as payment.

___ I understand that I am part of a community and will help maintain a peaceful, supportive place where no one is physically or emotionally harmed, threatened or subject to theft of property or person by any one at any time and shall report such incidents to manager or other appropriate authorities.

The home and the manager have no choice other than to enforce this contract.

We must also ensure a safe and supportive environment. Behaviors that negatively impact the welfare and wellbeing of other residents will not be tolerated.

EQUAL RIGHT TO CHOOSE MEDIATION: As a member of UpLift Housing Network, your home's management has agreed to give you the option to access the network's mediation service at no charge to either you or the home. When mediation is requested, each party is asked to pause their legal actions for a short period of time to allow the process to take place.

The mediation process and its facilitators do not take sides. They will work equally and objectively with each side to understand the issues and each sides expectation of what a good resolution/ result would be. The mediators help each party come to agreement or resolution. The result of the mediation is that either both parties agree to new terms or the eviction or other legal processes continue.



ENTIRE AGREEMENT: This Agreement contains all the terms agreed to by the parties relating to its subject matter including any attachments or addendums. This Agreement replaces all previous discussions, understandings, and oral agreements. The Manager and Resident agree to the terms and conditions and shall be bound until the end of the Agreement Term.

List Attachments (if any):

By signing below you agree to the terms and condition herein and confirm that you clearly understand your rights and responsibilities.

