



Residential Living Agreement

This Residential Living Agreement is entered upon on _____ by and between Resilient Homes, LLC d/b/a Jordan Matthew House (hereinafter “JMH”) and _____ hereinafter “Guest Resident”), and shall govern Guest Resident’s living and participation in the monitored recovery residence known as the Jordan Matthew House located at 61 Covell Street, Fall River, MA 02723.

As a Guest Resident of JMH the following residency terms are as follows:

1. There is a “Zero Tolerance Policy” in place concerning the use of drugs and alcohol. While residing at JMH, Guest Resident is required to remain abstinent from the use of illicit drugs, alcohol, and non-prescribed medications.

2. Guest Resident understands that he will be subject to a drug and/or breathalyzer test upon admission, at random and at scheduled times. The frequency of testing will be based on necessity.

Random Urine Screenings

Guest Resident will be given a 2-4 hour window of time to produce a random urine sample, failure to do so will result in termination of tenancy. However, if the Guest Resident provides JMH with bloodwork taken within three hours of the random urine screen and it reflects a negative result, JMH will honor the bloodwork in place of the random urine screening. JMH is not responsible for any costs associated with Guest Resident’s bloodwork.

Scheduled Urine Screenings

Optimum Labs Inc. collects urine samples twice a week at scheduled times. Guest Resident agrees to provide them with a sample on both scheduled days, every week. For scheduled urine collections through Optimum labs’ Guest Resident is given approximately 15 minutes to produce a urine sample. If Guest Resident has health insurance, Optimum Labs Inc. reserves the right to bill the Guest Resident’s health insurance policy for urinalysis services. If Guest Resident does not have health insurance or his health insurance does not cover the costs, it is the Guest Resident’s responsibility to pay \$20/week up to \$100/month for urinalysis services beginning the fourth week of residency.

3. All medications to be taken by the Guest Resident (prescription and non-prescription) will be locked in the medication cabinet located in the office. Guest Resident agrees to being monitored while taking his medications during the “med pass” time frames listed in the JMH policy handbook.

4. Guest Resident will be placed on a probationary period lasting 14 days from the date of admission. This probationary period will allow both the staff and Guest Resident a period of time to determine whether this house is an appropriate fit for the resident’s needs. Guest

Resident's tenancy may be terminated if the director of JMH determines that this is not the appropriate level of care for the Guest Resident.

5. Fee Policy

Move-in costs for Guest Residents that get paid weekly, bi-weekly or that have a payer

Guest Resident must provide first week's rent at the rate of \$200 **AND** second week's rent at \$150 during the intake for admission.

Rent in the entry level units is \$150/week outside of the first week. Guest Resident is required to pay their rent weekly or bi-weekly according to how they get paid. Rent is always due by 9:00pm on Friday's.

- \$200.00 First week
- \$150.00 Second week
- Total move-in cost \$350.00

Move-in costs for Guest Residents that receive monthly benefits

Guest Residents that receive SSI, SSDI or another form of monthly income in the amount of \$450 or more are required to pay monthly. The first month's rent will be contingent upon how many days into the month the Guest Resident moves in. Guest Resident will be responsible to pay for the amount of nights from the move-in date to the date of their next monthly income check at the rate of \$25.00 per night upon admission and \$650/month thereafter.

- Number of nights from the move-in date to the date of the Guest Residents next monthly check at the rate of \$25.00 (i.e. move-in date 5/19/18, monthly check date 6/3/18. Number of nights between them = 14 nights X \$25.00/night = Total move-in cost of \$350.)
- Total move-in costs: Varies

There are no administration fees or guest fee deposits.

Entry Level Unit: (maximum stay 2 years) – Our Guest Residents are assigned a bed in one of our entry level units upon admission and may be eligible to transition into our less restrictive “Transitional Unit” (TU) after 90 days of residency.

Upon completing the Entry Level Unit at JMH, Guest Resident may apply to the Transitional Unit however, vacancy is not guaranteed. Please refer to policy handbook for more details.

Transitional Unit (TU): (maximum stay 1 year) – The Transitional Unit prepares individuals to return to the community through promoting independence by providing a less restrictive environment.

There is a reduced rental rate in the TU however, there is also a separate move-in cost for Guest Residents who have been accepted. Move-in costs- Guest Resident agrees to pay \$25/night from the move-in date to the first of the next month. Rent is always due on the 1st of every month thereafter.

Rental rates in the TU are as follows:

- 1st month's rent - \$650
- 2nd month's rent - \$625

- 3rd month's rent - \$600
- 4th month's rent - \$575
- 5th month's rent and all additional months up to 12 months \$550/month

***Personal checks are not accepted.**

6. Refund Policy

If the Guest Resident's tenancy is terminated for any reason or the Guest Resident decides to go AWOL from JMH, the Guest Resident forfeits any monies paid for that week, money paid in advance for future weeks will be reimbursed. If Guest Resident pays monthly, JMH will also reimburse the Guest Resident for any monies paid outside of that week. All reimbursements will be available within 7-10 business days from the date of departure. The payment will be in the form of a check and will be issued to the payer. It is the payer's responsibility to either pick the check up in person or provide JMH with an address that he/she would like it mailed to. The check will be void if not claimed after 30 days from the day it was written.

7. The Guest Resident must adhere to a 5:30 curfew on Wednesday's and attend the weekly in-house meeting from 7:00-8:00 p.m. If the resident provides JMH with a work schedule prior to the beginning of his work week that reflects he will be working during those hours, the resident will be excused.

8. Guest Resident must also be signed into the residence by 6:45pm every Friday and participate in the weekly 12 step commitment or psycho-educational group held every Friday from 7:00-8:00pm, If the resident is on an overnight pass from the previous day he is excused. Please know that overnight pass requests for Friday's do not get approved unless the request is for after 8:15pm.

9. If the Guest Resident does not work or go to school or both for a total of 30 hours/week he will be subject to the 9-3 rule. The 9-3 rule requires Guest Residents to establish a routine M-F 9a-3p. This routine should consist of looking for work, volunteering in the community, getting active in 12 step meetings etc. All residents must submit their schedules weekly.

10. Guest Resident will be highly encouraged to participate in developing a recovery plan with the Case Manager. It is suggested that the Guest Resident meet with the case manager at least twice a month to follow-up with recovery goals.

11. Guest Resident will complete chores twice a week, once on Wednesday at 5:30p and again anytime on Sunday. Guest Resident is responsible to tell the "Peer Leader" of the house when his chore is complete so it can be inspected.

12. Guest Resident is required to have his bed made by 9:00 a.m. Mon-Sun and keep room clean and neat throughout the day. Guest Resident is not permitted to enter any other bedroom in their unit or any other unit in the building without JMH staff permission.

13. Guest Resident is allowed to have visits in the recreational/community room on Saturday and Sunday from 12:00-4:00p. No more than two visitors at once are permitted, this does not include children. All visitors must sign in and out.

14. Guest Resident may also request an in-unit visit for up to 2 hours with a sponsor/recovery coach/spiritual advisor or person alike. These visits may be held any day and time of the week upon approval of written request. All requests must be submitted to management staff 72 hours prior to the proposed visit. Guest resident is not otherwise permitted to have any visitors in the building.

15. Guest Resident is not permitted to smoke, chew tobacco, use spittoons, e-cigarettes or vape in the house. Guest Resident may smoke in the designated smoking area located in the backyard until curfew.

16. Guest Residents' behavior will be monitored and recorded on a "Behavior Tracking Sheet" each week. If the Guest Resident receives 3 or more tallies for moderate violations in any given week his tenancy may be terminated at the discretion of the director. If the Guest Resident receives 1 tally for a severe violation in any given week the Guest Resident may also be terminated at the discretion of the director. Please refer to the handbook for more details.

17. Disruptive behavior by the Guest Resident will not be tolerated and will be considered a severe violation which can result in the immediate termination of the Guest Resident's tenancy. Disruptive behavior includes, without limitation, the following:

- Physical/verbal threats or violence
- Smoking/vaping in the residence
- Destruction of property
- Disrespect to other house members/staff
- Drug talk/romanticizing
- High risk behaviors
- Gambling in the house
- Participating in the sale, purchase or sharing of any illegal drugs, alcohol or prescription medications

18. The use of anabolic steroids or pro-hormones is strictly prohibited.

19. Good relations are to be maintained with our neighbors and the community, and Guest Resident shall conduct himself accordingly as he is a representation of who we are. If JMH staff feels that the Guest Resident is not representing JMH in a positive manner, JMH staff reserves the right to terminate the tenancy.

20. Guest Resident is expected to stay at JMH for a minimum of 6 months unless the Guest Resident tenancy is otherwise terminated.

21. All Guest Residents are required to give a (30) day notice before moving out.

22. **Assumption of Risk, Release & Indemnification**. Guest Resident agrees to assume and accept all risks arising out of, associated with or related to Guest Residents participation in the JMH monitored recovery residence located at 61 Covell Street, Fall River, MA 02723, including but not limited to those risks which may have been caused in whole or in part by the negligent actions or omissions of JMH or its agents. JMH and its agents shall NOT be liable for any damage or injury of or to the person or property of the Guest Resident, Guest Resident's family, guests, invitees or agents entering the premises at 61 Covell Street, Fall River, MA 02723 including but not limited to damage or injury (to person or property) caused in whole or

in part by the negligent actions or omissions of JMH or its agents – unless such damage or injury is proximately caused by the reckless or intentional misconduct of JMH or its agents. Guest Resident hereby releases JMH and its agents, including but not limited to Jocelyn Cabral, from all such liability, and further agrees to indemnify, defend and hold JMH and its agents harmless from any and all claims or assertions of damage or injury to the person or property of Guest Resident occurring on or about the Premises, with the sole exception of claims for damage or injury proximately caused by the reckless or intentional misconduct of JMH or its agents.

23. Guest Resident agrees to and understands that visual surveillance is being recorded inside and outside of the JMH premises 24/7.

24. Subject to JMH approval of Guest Resident’s application and Guest Resident’s execution of this separate Residential Living Agreement with JMH, Resident’s move-in date at JMH shall be _____.

Guest Resident understands and agrees to all residency terms listed in this “Residential Living Agreement”. Guest Resident also understands that any violation of this “Residential Living Agreement” can result in immediate termination of the Guest Resident’s tenancy, subject to the provisions and requirements of Massachusetts law.

Contact Information

Founder/ Director of Operations:

Jocelyn Cabral

Tel: 774-294-9045

SEEN AND AGREED TO BY:

Resilient Homes, LLC (d/b/a Jordan Matthew House)

By: Jocelyn Cabral

Dated: _____

RESIDENT:

Print

Dated: _____

Signature

Dated: _____