

REAL DEAL RECOVERY HOMES

Sober Living Program Agreement

1. Term: The term of stay is on a month-to-month calendar basis. Each individual's term will commence on the day they move in (their beginning date), and end one full calendar month later (their ending date). If a Resident stays past their ending date then a) company will evict the individual or b) company will allow the individual to pay day to day expenses, offering a prorated option for the remainder of the time not on a monthly calendar basis.
2. Services: Company offers a changeable and versatile allowance of sober living program and temporary occupancy of company property. Company agrees to provide an environment to support those early in recovery from alcoholism and drug addiction; however, does guarantee any individual's continuous sobriety. Company will maintain a reasonable living environment that promotes sobriety, however the company is not responsible for any persons in or on company property.
3. Drug and alcohol screening: Individual signs and agrees to being drug tested randomly one to two times weekly, other random UA tests are subject to be tried at the discretion of staff.
4. Relationship of parties: This agreement acknowledges that the resident is not signing a lease, is not a tenant and does not apply to Chapter 92, Texas Property Code as a residential occupant. This agreement is not a lease and does not constitute a landlord-tenant relationship.
5. Resident will not have exclusive right to any company property or belongings.
6. The fees DO NOT constitute rent.
7. Resident may be arrested for criminal trespass, if he/she has been warned to stay away from property
9. The resident understands that fees include Program Fees as well as standard Drug and Alcohol Screening fees. All fees will be due on the first day of each calendar month. Partial-month stays will be prorated at the same rate as set above. Resident understands that signing this agreement means he/she will pay for one month upfront and the entry fee at the time of signing unless otherwise approved by staff. The residents second month will be due on the 1st of that month and will be prorated based on the remaining days from the first month. Fees will not be refunded for any reason unless approved by staff. Any checks returned due to insufficient funds will be assessed an additional \$50.00 fee. Late payments will be assessed a fee of \$10.00 for each day late unless approved by Real Deal staff. Residents who self-pay are eligible for a payment plan, the terms of which are to be agreed upon by both resident and Real Deal staff. BY SIGNING THIS AGREEMENT RESIDENT ACKNOWLEDGES THAT ANY FAILURE TO MAKE PAYMENT MAY BE MET WITH REMOVAL FROM THE HOUSE AT ANY TIME WITHOUT NOTICE.
10. Resident understands company will be in contact with family or designated contact, and by signing this agreement gives company the right to contact family or designated contact at any time in addition to any regularly scheduled time. Company agrees to promote a productive and healthy relationship with individuals and family/designated contact
11. Compensation: Resident understands that other individuals will be sharing the occupied space and company will not be responsible for damages to individual's property in or on company property. This includes, but is not limited to burglary, vandalism, assault or any other crimes. Company is not responsible for any individual's loss of personal property or any personal injury. Any item kept on company property is under the sole discretion of the individual and shall be maintained by the individual alone. Resident will hold Real Deal Recovery Homes harmless and shall indemnify company against any loss of property or anything considered "lost" by the individual, pertaining to company property. Resident agrees any personal loss is at the individual's discretion, only in the agreement that any company negligence or intentional misconduct will be deemed negligent by company and company is at fault. Accommodations:

If resident feels any threat in security resident has a right to bring concerns to staff. Company will use reasonable efforts to apply solutions to residents' issues, which may include discharge of another individual at sole discretion of staff.

12. Defaults of Company: The company, under this agreement, agrees to do its duties to a reasonable extent, as concluded by staff. If company fails to perform its basic conditions and apply house rules for fifteen days or more consecutively resident has options at his sole discretion to a) terminate the agreement; or b) sue company for damages. Residents must provide company with written notice specifying course of action for this to be applicable.

13. Defaults of Residents: Residents, under this agreement, will meet obligations including monthly payment owed to company and follow house rules set by company. In regards, to termination of this agreement, company has the right to end agreement upon resident's lack of participation, actions against house rules or actions against the company in any way. If resident violates the terms of this agreement, company may revoke any of the resident's rights to remain in company's program and require resident to leave company property immediately. Removal: Company reserves the right to remove resident at any time, without advance notice, without liability for prosecution for any damages or personal loss. Resident must leave immediately if instructed to do so or will be considered trespassing.

14. Trespass: If resident remains on property after receiving oral or written statement to vacate and remains on property or is on property afterward, he/she may be arrested for criminal trespass and is subject to legal prosecution at discretion of company. Resident does not have the right to stay on property after notified to leave.

15. Resident property upon dismissal: In the event that resident has been removed from property, whether the agreement is terminated, or company finds the residents actions justify dismissal, any personal property remaining will be solely the resident's responsibility to protect. The resident will be solely liable for damage, theft or loss of any items. Company is not responsible for any items and agrees to indemnify and hold company harmless for all cost, expenses, loss or damage incidents to possessions. If resident items remain unclaimed after 30 days, company reserves the right to keep or donate to charity any or all of these items.

16. If agreement is terminated in any way, all money previously paid to company, including agreed prorated rates will be forfeited to the company and will not be refunded to individual.

17. Compliance: Residents will comply with the house rules. If resident does not comply to any house rule he/she is subject to dismissal at any time without any prior notice or demand. This means a resident must obtain a job within 45 days of admission or he/she is subject to removal.

18. Fees non-refundable: If resident breaks the agreement in any way, all money already paid to Real Deal is forfeit.

19. RD LEVEL SYSTEM: Any rule violation (outside of a positive drug test, theft, damage to property of any kind, violence or threats) will be subject the RD Level System. The first infraction, depending on severity, will result in a warning. Further infractions may result in, but are not limited to an 8:00 p.m. curfew, as well as being required to volunteer at an organization of our choosing or completing tasks around the house. Failure to adhere may result in further action being taken or dismissal from our program. Relapse or a failed drug test, theft, damage to property of any kind, violence or threats can and may result in instant dismissal

20. Photography: Resident agrees to have a photo taken during first day of admission or throughout their stay at Real Deal.

21. Social Media: Resident agrees photos containing his picture may be used for social media marketing purposes.

22. Steroids and Mind-Altering Substances: Resident understands that steroid or mind-altering substance use (legal or not) is not allowed. If staff has reasonable suspicion that resident is using steroids or on a mind-altering substance, the resident must pay for a UA test and pass in order to remain at RDR. The cost of this lab test will be \$100 and is the responsibility of the resident or their financially responsible party. Any resident caught using or distributing steroids or

mind-altering substances, will be dismissed from program immediately. Any resident caught sharing medications with another resident, will be subject to immediate dismissal from our program.

23. Rules and Regulations: Resident fully acknowledges and agrees to abide by each rule specifically. By signing this agreement resident fully understands that rules are established and maintained by company and company alone.

24. The Resident understands and agrees that they will communicate with House Manager for all issues including but not limited to the house, house rules and regulations, resident behavior and activities, relapse, suspicious behavior, disrespect, theft, and inappropriate or illegal activities.

25. The resident agrees to NOT contact owner at any time. "Serious" matters include financial issues, relapse, overdose, physical violence, sexual harassment, illness or injury, or any other urgent issues, may be addressed with the House Manager, The Director of Programming, or the Vice President.

26. Relapse: If resident relapses he/she may be required to vacate the property immediately.

27. Outpatient Program: The resident understands that they alone are responsible for choosing which outpatient program to attend. However, in certain cases where there has been issues in adherence to the house rules, we may require the resident, as a means to continue living in our homes, to attend a specific IOP program.

Having read and understood the above, this agreement is signed and executed on the dates set forth below, to be established and effective on the EFFECTIVE DATE set forth at the beginning. By signing this document, the resident agrees to all the items listed here, as well as the House Rules.

Resident Signature: _____

Date: _____

Company Representative: _____

Date: _____