

SAFE Haven, LLC
Recovery Transitional Housing Center
Program Contract and Transitional Housing Rules

The purpose of SAFE Haven, LLC (“SAFE Haven”) is to provide transitional housing for individuals currently in outpatient treatment with N.O.W. Counseling Services, LLC and develop independent life skills necessary to sustain a lifestyle of recovery to include safe, secure permanent housing placement.

_____ (referred to as “Participant”) agrees to the following terms and conditions as consideration for being accepted into the Program. For purposes of this agreement, the term “Participant” shall also include any family member, invitee, guest, employee, or agent of Participant. Therefore, Participant agrees to the following terms and conditions as consideration for acceptance in the Program:

That for and in consideration of the Program fees stated herein, and in further consideration of the mutual covenants hereinafter set forth, SAFE Haven, LLC and Participant do hereby mutually covenant and agree as follows:

Limited Revocable License. SAFE Haven, LLC hereby provides to Participant, and Participant hereby accepts from SAFE Haven, LLC, a limited revocable license for the purpose of taking part in activities occurring at the SAFE Haven, located in, Evansville, Indiana for the sole purposes set forth herein.

Term of Agreement. Provided the Participant is not in default in payment or in the performance of any of Participant’s obligations herein, this limited revocable license shall begin upon the final execution of this Agreement and shall continue on a week to week basis, for a maximum period of six months, unless otherwise sooner terminated by SAFE Haven, LLC.

Satisfactory Participation: Participant agrees that the privilege of being part of the Program is contingent on Participant’s satisfactory participation as determined solely by SAFE Haven, LLC. Participant shall vacate the Recovery Transitional Housing Center (see “premises” below) should SAFE Haven, LLC in its sole discretion, determine that Participant, or any family member, invitee, guest, employee, or agent has violated any of the rules governing the Program or this agreement.

Case Management: Participant agrees to:

- 1) Develop and follow a plan leading to economic stability, self-sufficiency and permanent housing;
- 2) Work with both a SAFE Haven, LLC/N.O.W. Counseling Services, LLC case manager and certified peer recovery specialist to build supportive relationship and decrease barriers for successful integration into permanent housing or placement.
- 3) Meet twice a month with case manager or as deemed appropriate to accomplish the participants goals and objectives.
- 4) Meet weekly with the participant’s certified peer recovery specialist/coach to implement daily recovery skills and supports.

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- 5) Use community resources (i.e. career counseling, job training, etc.) to help bring about vocational, financial, housing and family stability.
- 6) Be in engaged and follow current treatment plan developed by the clinical team with N. O. W. Counseling Services, LLC. The participant has set and established treatment goals & objectives that he/she is working on.

Financial: Program Participant agrees to:

- 1) Pay Program fees weekly in the amount of \$165.00 (Those eligible for Recovery Works forensic grant funding will be provided assistance per grant guidelines). Fees shall be paid directly to the site manager weekly. United States Currency only is accepted.
- 2) Pay fees by ACH withdrawals, Credit/Debit Cards or money order (NO CASH ACCEPTED) only made payable to SAFE Haven, LLC. Fee payment shall not be deemed received until honored by the institution upon which it is drawn.
- 3) Weekly program fees are paid in advance for the following week by Friday at 5:00pm.
- 4) The Participant will be given a five (5) day grace period within which to pay the weekly program fees. Program fees must be paid each week on or before Friday at 5:00 pm. Any fees tendered after 5:00 p.m. on the (5th) day (calendar day) of the grace period will result in this Limited License Agreement being revoked, the termination of Participant's involvement in the Program and the Participant must leave the premises immediately. The Participant's failure to abide by these terms shall be considered a trespass and shall be just cause for SAFE Haven, LLC to contact appropriate authorities to demand Participant's removal from the SAFE Haven, LLC.
- 5) The Participant agrees to develop a budget and savings plan that will be strictly monitored by the participant and staff. The participant agrees to place in his participant account a minimum of \$_____ per week to be used for permanent housing placement, deposits, or first month's rent etc... Any monies held on deposit for the participant will be logged and accounted for using Generally Accepted Accounting Principles (GAAP). The participant will be provided a written receipt and a bookkeeping record through a monthly report of the participant account. The participant will not be given interest on the deposits and reserve account. Withdrawal of the funds will be given to the participant if their Limited License Agreement is revoked or terminated within one (1) business day of the termination. The participant agrees to surrender these monies and any/all personal items that are not picked up with in thirty (30) calendar days of completion, termination, or revocation of transitional housing limited license agreement.
- 6) There is no application fee for admission to the program.

Transitional Housing: Participant agrees to:

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- 1) Maintain the housing unit (house, apartment, bunk or common areas etc.) and any real or personal property associated with the housing unit (collectively the “premises”) in accordance with all rules and regulations established by any governmental agency, SAFE Haven, LLC and its successors and or assigns.
- 2) Keep the housing unit (and premises where applicable) neat and clean;
- 3) Allow SAFE Haven, LLC representatives to inspect the housing unit at least weekly and as often as deemed necessary;
- 4) Provide 20 days written notice to SAFE Haven, LLC, prior to the end of the month if the Participant wishes to vacate the premises or decides to leave the Program;
- 5) Abide by the rule of no illegal drug use and/or alcohol use.
- 6) Possession of/and Abuse of drugs or alcohol is grounds for removal from the premises and the Program.
- 7) SAFE Haven, LLC reserves the right to conduct searches of the Participant’s person, his property and/or his unit if there is reason to believe that there are unauthorized visitors, alcohol, drugs and/or weapons on premises or any other illegal activity. Random urinalysis (“UA”) can be required by SAFE Haven, LLC at any time. Participant shall pay for any UA unless an exception is granted by SAFE Haven, LLC; Positive UA’s will be handled using an interventions approach which can result in the participant asked to leave and be removed from the transitional housing program.
- 8) Abide by the policy of no firearms or dangerous weapons on premises;
- 9) Abide by the rule of not sharing the premises with any unauthorized family member, invitee, guest, employee, or agent. No one may be allowed to move into the premises without permission from the site case manager. The site manager must be notified and approve of any family member, invitee, guest, employee, or agent;
- 10) Make no alterations, maintenance, repairs, etc. of any kind performed to the premises except as authorized by SAFE Haven, LLC;
- 11) Keep no pets or animals of any kind on the premises
- 12) Participate in all required daily or weekly house/community meetings and programming sessions of the recovery transitional housing center.
- 13) Attend a minimum of two (2) 12-Step/Mutual-Aid Support meetings each week (AA, NA, CA, etc.).
- 14) Perform job tasks/house duties as assigned.
- 15) Respect self, others, individual confidentiality, and our neighbors. Keep all noise to an acceptable level that will not disturb others. House quiet hours are 10:00pm to 8:30am. Curfew will be 11:00pm Sun-Thur and 12:00am Fri and Sat.
- 16) Obtain approval from the Resident Manager, before taking any medication;
- 17) Not use SAFE Haven, LLC for unlawful purposes; and
- 18) Not engage in criminal activity while enrolled in the Program;
- 19) No one is to be on property from 12:00 a.m. to 6:00 a.m. If they do not reside at the SAFE Haven, LLC

Violation of Program Rules: Participant agrees that SAFE Haven, LLC may terminate this agreement and expel Participant from the Program and the premises if SAFE Haven, LLC, in its

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sole discretion, determines that Participant, or the Participant's family member, invitee, guest, employee, or agent has violated any term of this agreement. Participant agrees to return all keys for the premises to SAFE Haven, LLC or its agent on leaving the premises. Once Participant has been terminated from the program, Participant understands that SAFE Haven, LLC will not consider readmission of Participant to the program in less than 60 days from the date of termination.

Termination of Program: SAFE Haven, LLC at its sole option, may terminate the Program. If it does, SAFE Haven shall have no responsibility or liability of any sort to Participant as set forth below.

Release of Liability: Participant agrees to release from liability and hold harmless SAFE Haven, LLC, N.O.W. Counseling Services, LLC, and its and their directors, agents, representatives, employees, officers and directors and none shall be liable or responsible for any loss, damage, injury or death to any person or for any loss, damage or injury to property of Participant or its agents, representatives, employees, guests or invitees or assigns arising out of, occasioned or caused by, or resulting directly or indirectly from the use of the premises and / or Program involvement, regardless of whether such loss, damage, injury or death is as a result of the negligence of either or both the SAFE Haven, LLC, N.O.W. Counseling Services, LLC, or its or their agents, representatives, employees, officers or directors. Participant fully and finally releases, discharges, indemnifies and agrees to hold SAFE Haven, LLC and N.O.W. Counseling Services, LLC, and its and their agents, representatives, employees, officers and directors harmless from and against any and all claims, demands, causes of action, suits, liability, costs, damages, expense (including attorney fees) arising out of, caused by, or resulting from the use of the premises and / or Program involvement, directly or indirectly, by Participant regardless of whether such loss, damage, injury or death is the result of Participant's negligence. This release of liability and hold harmless shall apply as to all terms of this agreement and shall include as well recovery of moving costs either into or out of the premises. Participant understands that SAFE Haven, LLC and N.O.W. Counseling Services, LLC and have no duty to Participant other than being fair and reasonable in its dealing with Participant.

Attorney's Fees and Costs: If any dispute should arise regarding the terms and conditions of this agreement or the interpretation or enforcement of them, the prevailing party shall recover reasonable attorney's fees and costs, including those for appeals.

Venue: Venue shall be, for purposes of this agreement, Evansville, Indiana, and shall be construed according to the laws of the State of Indiana.

Severability: If any provisions of this agreement are unenforceable as a matter of law or public policy under any circumstances, the remaining portions of this agreement shall remain fully effective for all other circumstances.

This Agreement represents the entire agreement between the Parties and may only be modified in a writing signed by the Parties.

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Addendum or Special Accommodations/Agreements

Program Participant:

_____ Date: _____
(Signature)

SAFE Haven, LLC,
an Indiana limited liability company

_____ Date: _____
(Signature)