



2ND CHANCES

PARTICIPANT LODGER'S AGREEMENT

The undersigned understands and agrees that failure to comply with the 2nd Chances House Rules and Expectations (attached and included as part of this agreement), is grounds for immediate termination of occupancy. A MANAGEMENT TERMINATION, FOR ANY REASON, WILL RESULT IN THE FORFEITURE OF THE RESIDENT'S SOBER DEPOSIT AND MONTHLY LODGING/PROGRAM FEES.

I. FEES, COMMITMENT, TERMINATION:

DEPOSIT: A \$200 sobriety/compliance deposit is due at the time of entry. Deposits will be returned less any deductions (noted below) within 30 days of termination of lodging agreement provided proper notice is given and lodging agreement is not terminated for other reason that warrants loss of deposit as per this agreement.

MONTHLY LODGING FEES: \$600.00 double room or \$700.00 single room monthly lodging fee to be paid on the 1st day of each month. These are lodging fees and as such, Minnesota renters' rebates and other renter protections do not apply. All payments must be made in the form of money order or check. NO CASH will be accepted. Late fees and lab fees will be deducted from the sobriety/compliance deposit.

DUE DATES/LATE FEES: Lodging fees are due on the 1st of every month. A late fee of \$35.00 will be applied at midnight of the 5th day of the month. Late fees must be paid with the late lodging fee. If continual late fees or other fees have depleted the deposit, another deposit may be required. Lodging fees not paid by the 10th of the month for the current month can result in dismissal from the program, termination of the lodging agreement and discharge from 2nd Chances.

THREE-MONTH COMMITMENT: A minimum three (3) month is required. Any resident leaving prior to fulfilling their 3 month commitment or not giving proper notice prior to leaving after their 3 or 6 month commitment will forfeit their deposit and any lodging/program fees.

- **NOTICE TO TERMINATE PROGRAM/LODGING:** After the three-month commitment is fulfilled, a 30-day notice must be given when a resident chooses to leave the program/terminate the lodging agreement. Failure to provide a 30-day notice will result in forfeiture of the compliance deposit
- Generally speaking, 3 things are required for deposit refunds.
- a.) fulfill the 3 month length of stay commitment
- b.) give proper notice (described above)
- c.) stay sober, do not get discharged early, and abide by all house rules and expectations.

II. CAUSE FOR IMMEDIATE TERMINATION and removal from any 2nd Chances house shall include, but not be limited to any of the following:

1. Failure to adhere to Resident Agreement
2. Other circumstances. Management reserves the right to consider termination of lodging agreement or removal for any reason at his/her discretion.
3. Not coming home. **Not coming home and not notifying management of your whereabouts will result in discharge from the program and loss of deposits and program fees.**
4. If a person is discharged from 2nd Chances all personal property should be taken with them. In the event of immediate discharge, arrangements should be made to collect all personal property and belongings the next day or two. Personal property not retrieved immediately will be bagged up and safely stored so that the room can be used for somebody else. Personal property left for more than 10 days will be disposed of.
5. **This lodger’s agreement is not subject to debate. Its interpretation is solely at the discretion of 2nd Chances management.**
6. I have read the 2nd Chances **Lodger’s Agreement** and **Resident Agreement** and expectations as outlined above and attached. It is my responsibility to familiarize myself with and understand the Lodger’s Agreement and Resident Agreement and expectations.
7. I understand that management and peers are here to help me follow a program of recovery and to provide a safe, structured, serene, and harmonious living environment.
8. I understand that being confronted from a caring point of view on any adverse or undesirable behaviors, actions, or attitudes not deemed conducive to recovery or harmonious communal living is a part of living in a 2nd Chances house.
9. I understand that failure to change such behaviors may deem a person unsuitable for communal sober living and will result in discharge and loss of deposits and lodging fees.

Participant Name (print) _____

Signature _____ Date _____

2nd Chances Representative/Manager Name (print) _____

Signature _____ Date _____

Release and Hold Harmless Agreement

This Release and Hold Harmless Agreement is executed this ____ day of _____, 20 ____ . Between _____, Participant, and 2nd Chances .

_____ Participant hereby releases, waives, and discharges 2nd Chances , its owners, its officers, employees, or advisors, from all liability to Participant for any and all loss or damage to Participant on account of injury to the Participant or the Participant’s personal property, even injury resulting in the death of Participant, while the Participant is participating in any of the activities provided or living in the dwellings owned by the 2nd Chances .

_____ Participant is fully and adequately informed of the nature of the programs in which Participant wishes to participate, and hereby assumes full responsibility for the risk of injuries, whether due to the negligence of 2nd Chances or otherwise, and agrees to indemnify 2nd Chances from any loss, liability, damage, or cost 2nd Chances may incur due to the injuries suffered by Participant. Participant agrees to never institute suit or action against 2nd Chances for damages, cost, expenses, or loss of services resulting from injuries.

_____ Participant releases 2nd Chances from any claim whatsoever on account of first aid, treatment, or service rendered to Participant as a result of injuries.

_____ Participant agrees to be financially liable and responsible for any medical cost related to injuries.

_____ In the event that Participant is a minor or in any way incapacitated, this Release and Hold Harmless Agreement shall be executed by a parent or legal guardian of Participant and shall be binding upon said parent or legal guardian as well as upon the Participant. Said parent or legal guardian, by the execution hereof, waives all claims in their individual or derivative capacity, as well as claims on behalf of Participant.

_____ By initialing this paragraph, I certify that I am empowered to act on my own behalf or on behalf of Participant.

_____ Participant expressly agrees that this Release and Hold Harmless Agreement be as broad and inclusive as permitted by the laws of the State of Minnesota, and that if any portion hereof is held invalid it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

In witness whereof, this Release and Hold Harmless Agreement is executed in the city of St Paul, the state of Minnesota.

Summary

This is a legal and binding document, please read it very carefully and initial the blank lines – doing so indicates that you have read and understand each statement.

I realize that this sober house to which I am applying for residency has been established in compliance with the conditions of 2036 Federal Anti-Drug Act of 1988, P.L. 100-690 as amended which provides that the house require the house residents to:

1. Prohibit all residents from using or possessing any alcohol or illegal mind-altering substances;
2. Expel any resident who violates such prohibition;
3. Share household expenses, including the monthly program fees, among residents; and

_____ I have been provided with a copy of, have read and fully understand the rules, regulations and expectations of 2nd Chances.

_____ I am currently of sound mind and not under the influence of any drugs or alcohol

_____ I agree that I am a participant in a program and not a tenant. I agree that I am not protected by, nor will I invoke any protections of local landlord tenant laws. If it is found that local landlord tenant law applies, I hereby renounce any rights that I may or may not have relating to same;

_____ I agree that I will participate in the 2nd Chances Program and will abide by all its rules and regulations;

_____ I specifically agree that if I violate any of the rules and regulations of 2nd Chances I can be expelled from the property and forfeit any rights to my sober deposit and prepaid program fees. I agree that final determination for any disciplinary action will be made by 2nd Chances and may not be appealed;

_____ I agree that if I am expelled from a property owned by 2nd Chances , I forfeit my compliance deposit and prepaid program fees; and;

_____ I agree that if I default on any portion of this contract and 2nd Chances has to go to any court to collect program fees, I am liable in full for the payment of these fees.

I hereby release and hold harmless 2nd Chances, it's managers and its owners from any and all lawsuits that may be brought by me, any member of my family and heirs in perpetuity for any tort or action whatsoever.

Program Participant _____ Movein -
Signature _____ Date _____

House Manager _____
Signature _____ Date _____