# WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

In consideration of receiving Recovery Housing services from Vision Quest Recovery Housing Inc., I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE, Vision Quest Recovery Housing Inc., and any of their officers, agents, servants, or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, disputes and causes of action whatsoever arising out of or related to any loss, damage, or injury, including without limitation, death, bodily harm and/or as the case maybe, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise by any reason whatsoever, while utilizing such services, or while in, on or upon the premises where such services may be provided.

I am fully aware of the unusual risks involved and hazards connected with Recovery Housing. I hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING WITHOUT LIMITATION OF DEATH, that may be sustained by me, or any loss or damage of property owned by me, as a result of being engaged in such activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE BY ANY REASON WHATSOEVER.

I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorney fees, that RELEASEES may incur as a result of my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise by any reason whatsoever.

It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and/or spouse, during the length of my life, and my heirs, assigns and personal representative, should I be deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Michigan. IN SIGNING THIS RELEASE, I, ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

Vision Quest Recovery Housing Inc. operates as a voluntary enrollment program and is not governed by Tenant/Landlord laws.

IF ANY RESIDENT IS TO BE FOUND IN VIOLATION OF ANY OF THESE RULES, VISION QUEST RECOVERY HOUSING, INC. AUTHORIZES THE AUTHORITIES (INLCUDING BUT NOT LIMITED TO; PORT HURON POLICE, ST. CLAIR COUNTY SHERRIF'S DEPARTMENT, AND THE MICHIGAN STATE POLICE) TO REMOVE ANY RESIDENT AT ANY TIME.

#### CONSENT FOR DRUG TESTING

It is the policy of Vision Quest Recovery Housing Inc. to provide each client with an alcohol- and illicit drug-free environment. Urine drug screens and breathalyzer tests will help us in achieving this goal. As a resident of Vision Quest Recovery Housing Inc., I understand I will be expected to submit a urine sample and/or breathalyzer test for drug and/or alcohol screening under the supervision of staff at any time. I understand I may be requested to provide a urine sample upon admission, randomly up to three times per week, and/or upon suspicion of drug or alcohol use.

My signature below indicates I have acknowledged the Vision Quest Recovery Housing Inc. protocols, and I hereby consent to the administration of urine drug screening and/or breathalyzer tests by the staff of Vision Quest Recovery Housing Inc.

I understand that my refusal to provide a urine specimen or breathalyzer upon request could result in my being asked to leave recovery housing and to forfeit all my rights and privileges as a client. I hereby acknowledge and understand the above and give consent for drug and alcohol screening.

# ALCOHOL AND DRUG FREE SHARED HOUSING AGREEMENT

Vision Quest Recovery Housing Inc. has developed a set of rules and guidelines for the structure, safety, growth, and healing of all who reside at the Vision Quest Recovery Housing Inc. We will help everyone with their customized approach to recovery for their specific needs.

We believe that a large part of recovery is learning to be personally responsible and accountable for ourselves (thoughts, feelings, and behaviors). The below rules and expectations are part of taking personal responsibility and becoming more accountable.

The undersigned alcohol- and drug-free individual, acknowledges and understands that s/he is living in an alcohol- and illicit drug-free shared housing environment; residents are living together as a family of persons with various challenges. The undersigned shall be one member of the resident community. The undersigned understands that s/he resides in a congregate housing situation and not in an exclusive unit or space.

The undersigned understands that s/he does not reside as a tenant with exclusivity rights or possession rights in any housing space, exclusively.

IF ANY RESIDENT IS TO BE FOUND IN VIOLATION OF ANY OF THESE RULES, VISION QUEST RECOVERY HOUSING, INC. AUTHORIZES THE AUTHORITIES (INLCUDING BUT NOT LIMITED TO; PORT HURON POLICE, ST. CLAIR COUNTY SHERRIF'S DEPARTMENT, AND THE MICHIGAN STATE POLICE) TO REMOVE ANY RESIDENT AT ANY TIME.

The undersigned agrees to pay a monthly shared housing fee (for a shared room) in the amount \$440.00 per month. Beginning 10/01/2021 the program fee will increase to \$500.00 per month for each resident.

The Program Fee is billed and due on the first day of each month. The Program Fee will be prorated for residents moving in on any other day than the first of the month.

Shared housing fee payments for any single month (thirty-day +/-period) are non-refundable, in part or in whole if resident leaves or is asked to leave for violations of rules. At least thirty days' notice of vacating the shared housing is required of the resident. Residents who leave with less than thirty days' notice will be charged for a full thirty days. Prepaid fees for future months (thirty-day +/- periods) are refunded in full. Resident shared housing fees are used to pay for the Program Fee, utilities, cleaning supplies, maintenance services, and house management. \*\*Food, clothing, personal hygiene products, paper towel, and toilet paper are not included in the Program Fee. \*\*

Resident shared housing fees are due on the first day of each month. The undersigned agrees to pay housing fees either by credit/debit card, green dot card, pay card, or any other accepted form of online payment through the Behave Health application. Cash, check, money order, or any other non-electronic form of payment are NOT accepted.

Shared housing fees are based on the resident's need and ability to pay. Shared housing fees are never to be discussed among fellow residents. Discussing your financial arrangements with other residents is grounds for immediate vacation of the accommodations.

The undersigned agrees to vacate the shared housing accommodations if Vision Quest Recovery Housing Inc., in its sole discretion, determines the undersigned has used alcohol or illicit drugs, regardless of the location of use, or has otherwise violated any of the House Rules including non-payment of Program Fee. Vision Quest Recovery Housing Inc. operates as a voluntary enrollment program and is not governed by Tenant/Landlord laws.

The undersigned agrees to adhere to each of the following sets of Rules outlined below. The undersigned agrees that adherence to each of the following Rules, Regulations, and Guidelines is, at a minimum, a condition precedent for continued residency.

#### GENERAL REGULATION RULES

- All residents shall remain alcohol- and drug-free at all times. This includes selling, possession, or consumption of any mind- or mood-altering substance, including Kratom.
- Approved physical and mental health medication drugs are allowed but must be included in the resident prescribed medication information sheet. Medications of any kind should be kept in a non-visible location.
- All residents must either be working, actively attempting to find work, or volunteering unless otherwise agreed upon with management.
- Resident will sign and maintain consent for Vision Quest Recovery Housing Inc. staff to speak with resident's family, treatment team, and other collateral sources that make up their treatment team.
- Residents may not at any time exhibit violence or threaten violence, coerce, or intimidate members of the household, residents at any other house, and/or staff.
- Racial, LGBTQ-phobic comments, sexual slurs and sexual harassment will not be tolerated.
- Residents must sign in and out upon entering and leaving the house.
- There will be a weekly house meeting to discuss any Community or Household issues. Attendance is mandatory.
- No visitors are allowed on the premises without the full consent of the house management. With permission, visitors can visit between 10am and 8pm.
- Residents may not accept visitors who are under the influence of alcohol/drugs. All visitors must be willing to take drug and/or alcohol test when asked.
- Visitors are not allowed in the bedrooms and may only visit in the community areas of the house and premises.
- Residents must maintain all space s/he occupies at the residence in a healthy, clean, orderly, and safe condition.
- Resident fees shall be on the first day of each month for the next thirty-day +/- period (current month).
- Departing residents are required to give at least thirty days' notice or will be charged for the full month.
- Resident will respect the privacy and confidentiality of all house residents and will not disclose to anyone outside the household the names or any other information about who resides at any sober living environment owned by Vision Quest Recovery Housing Inc.
- Fraternization, dating, intimate and/or sexual contact or relationships are discouraged between residents.
- No fraternization, dating, intimate and/or sexual contact or relationships between residents and staff.
- Pets or animals are allowed based only upon Vision Quest Recovery Housing Inc. approval and a pet addendum must be signed along with a pet deposit.

- All residents' vehicles must be insured and registered and a copy of both must be given to management.
- Residents will be held financially responsible and can be terminated for vandalism to Vision Quest Recovery Housing Inc. property.
- All residents are required to report any damage or theft to management.
- No property of Vision Quest Recovery Housing Inc. shall be removed from the premises without written permission.
- Residents are not allowed to conduct ANY repairs to the property inside or outside the residences without written permission.
- Vision Quest Recovery Housing Inc. is not responsible for lost, damaged, or stolen property. If a resident is asked to leave or leaves voluntarily without taking his/her personal belongings and makes no arrangements with management to retrieve these belongings within 3 days, they will be stored for up to 7 days and donated thereafter\*\*
- Resident agrees to abide by all other unwritten rules as implemented.

# Vision Quest Recovery Housing Inc. operates as a voluntary enrollment program is not governed by Tenant/Landlord laws.

Vision Quest Recovery Housing Inc. oversees all utility use, furnishings, and maintenance of all shared housing space. Each resident shall provide all items required to maintain his sobriety and personal care needs. Those living in the sober living will be held responsible and accountable for their living environment. In other words, keep the premises in clean condition – bed made, clothes stored in dresser and/or closet, dishes clean and put away, furniture placed where it belongs, cigarettes placed only in the ashtray in approved outdoor locations, floors are swept and/or vacuumed regularly, counters are cleaned, bedrooms and bathrooms are picked up, laundry room is straightened up after each use, as well as the community areas and outside of the premises. To maintain consistency, staff will conduct random inspections and provide feedback.

Those living at the sober living environments are expected to add to a positive experience for others residing at the houses as well as to those visiting. Those that are disruptive to others healing and growth experience may be asked to leave. We expect high standards of conduct from all those residing at the sober living. Vision Quest Recovery Housing Inc. encourages and supports an environment of willingness to accept feedback and suggestions from other members of the community and staff. In addition to the General Regulation Rules, stated above, resident agrees to the following rules:

#### RANDOM URINALYSIS TESTING

Drug testing is mandatory and will be performed randomly. All residents agree to take up to three weekly and/or on demand random drug tests. Any refusal or attempts to bypass, deceive, or fail to provide a urinalysis sample for testing or a positive test indicating you have used substances is grounds for immediate expulsion from the sober living environment.

# FIRE, HEALTH AND SAFETY

To best assure a safe and healthy environment:

• There is no smoking inside the house. Outdoor smoking is only allowed in the designated smoking area.

- All smoking material must be disposed in safe containers NO BUTTS on ground.
- No burning candles, incense, or smudge sticks inside the residence.
- No packing boxes, suitcases, or other clutter material in rooms.
- Check all appliances and utilities when leaving premises to make sure they are off.
- Residents will give staff a daily agenda as well as signing in and out so that staff know who is present in an emergency.
- Residents will give staff a cell phone number to be used to reach in case of an emergency.
- Vision Quest Recovery Housing Inc. staff has the right to enter and search all parts of the house and outside premises, including residents' assigned room and their vehicles.
- Having a vehicle at the house is a privilege and residents must provide a copy of a valid and current driver's license, vehicle registration, and auto insurance prior to being able to drive said vehicle.

## CLEANLINESS, CHORES, COOPERATION & COURTESY

To keep the environment clean and promote consideration among residents and to enhance family harmony:

- All residents will share cleaning and upkeep tasks of the community areas.
- Residents are not allowed to eat or store food in their rooms.
- All residents will clean their own dishes and utensils and clean kitchen area after eating.
- All residents will leave shower, bathtub, and basin clean after use.
- All residents will make their bed early in the morning and leave personal area clean and tidy.
- All residents will clean up after themselves in the laundry room in a timely manner.
- Clients will have assigned chores that rotate every week that are expected to be done daily and prior to weekly meeting.
- Televisions, radios, and other audio equipment are not to interfere with other residents and are to be turned off when not in use.
- All residents are to be home before curfew; 9:30pm for the first 30 days and 11:00pm thereafter.
- Park vehicles in assigned and approved areas only.
- No loitering outside residences. No smoking around home within 100 feet except in the designated smoking area in the back yard and/or porches.
- No high-volume, outside socializing after 10:00pm (quiet conversation only).
- Be polite, courteous and respectful to neighbors at all times, and mindful of their privacy.

# MEETINGS, RECOVERY AND RESPONSIBILITIES

- Weekly house meetings are to be attended by all residents on nights they are scheduled.
- Residents remain active in their own program of recovery.
- Residents are expected to follow the Vision Ouest Recovery Housing Inc. six-month program.
- Request overnight leaves with written request from house management at least 24 hours in advance. For emergency situations, you must notify house management as soon as possible for request for overnight leave.
- Must attend 4+ recovery meetings weekly (AA, NA, SMART Recovery, Refuge in Recovery etc.). Your attendance sheet must always be filled out, up to date, and handed into your house manager.
- Residents are required to attend daily morning meeting/meditation unless resident is excused for work or program by the house manager.
- Residents are encouraged to participate in house fitness goals/classes and community activities.
- Your house manager must know what your IOP/OP/Work/School schedule is at all times. They must be notified of changes as they occur.
- You must look for work/school/volunteer jobs if you do not have daytime IOP or OP status. This means not being in residence during the hours of 9:00am to 3pm while looking for work.\*\*
- If you have a job, provide a weekly work schedule that can be verified.

### **HOUSE RELATIONSHIPS**

- If you are having conflict with one of your housemates or house manager and your feelings/emotions are elevated, and you know you'll likely say something destructive, take the situation to your therapist, sponsor, mentor, recovery coach, or trusted recovery buddy first, and then find a way to talk to that person directly.
- If a problem with a housemate persists, then take it to your house manager for further guidance and/or mediation. If the problem is with your house manager, and it cannot be resolved, take it to the operations manager.

#### KITCHEN AND FOOD PROTOCOL

- All containers, bags, and packages of food MUST be sealed or properly closed after each use to prevent infestation of any kind.
- All food will be kept in the kitchen/refrigerator when not consuming.

- Food and beverages are NOT allowed in bedrooms.
- When you purchase your own food, please write your name on the container so others do not mistake it for common property.

#### PERSONAL ROOM AND HYGIENE RULES

- Residents are to sleep in their ASSIGNED beds. Day sleeping is not allowed unless legitimately sick with a note from a doctor. Residents are not allowed to sleep in common areas.
- Residents and visitors are NOT ALLOWED in other resident's room for any reason.
- Resident must keep his/her living space clean, organized, free of clutter and disarray. A chore list will be posted and updated at all times.
- Beds must be made at all times when not in room.
- Any hair, soap, foam, toothpaste, makeup, etc. should be rinsed out of the sink or tub when you are finished using it. Do not leave any personal toiletries in the shower/bathtub area.
- Trash goes out the night before the next day pickup. Trash containers shall be retrieved from the curb the evening following pickup and placed in their respective areas. This duty will be a portion of the chore list and should be rotated every week.
- All medication should be kept in your own personal space and not be viewable to other residents and/or staff.
- Music should be listened to with ear buds or headphones.
- Resident must comply with bed or house reassignments due to management's discretion.

## **LEGAL**

- All residents are expected to comply with ALL LAWS and conditions of parole/probation.
- Residents may not engage in theft or any other criminal act, this includes gambling and borrowing without permission, including food.
- Residents are expected to respect the privacy and possessions of others. In the event stealing or missing items are reported, residents must comply with a search of all rooms and possessions. If reported or missing items are found in the resident's possession this may result in immediate termination from the residence.

The undersigned agrees to adhere to each of the following sets of Rules listed above. The undersigned agrees that adherence to each of the following Rules, Regulations, and Guidelines is, at a minimum, a condition precedent for continued residency. Once more, Vision Quest Recovery Housing Inc. operates as a voluntary enrollment program and is not governed by Tenant/Landlord laws.

FURTHERMORE, IF ANY RESIDENT IS TO BE FOUND IN VIOLATION OF ANY OF THESE RULES, VISION QUEST RECOVERY HOUSING, INC. AUTHORIZES THE AUTHORITIES (INLCUDING BUT NOT LIMITED TO; PORT HURON POLICE, ST. CLAIR COUNTY SHERRIF'S DEPARTMENT, AND THE MICHIGAN STATE POLICE) TO REMOVE ANY RESIDENT AT ANY TIME.