

# Beyond Brink Recovery Housing Resident Agreement 319 East Hickory Street Mankato, MN 56001

Beyond Brink Recovery Housing for men is an establishment of Beyond Brink, a nonprofit organization located in Mankato, Minnesota. The mission of Beyond Brink is to assist individuals in seeking to improve their lives through the process of recovery. The purpose of Beyond Brink is to empower individuals who desire to maintain long-term recovery by creating avenues to support recovery. The vision of Beyond Brink is to provide tools to promote whole wellness.

The mission of Beyond Brink Recovery Housing is to provide safe, supportive, and sober housing utilizing Peer Recovery Support Services, for those who are seeking to improve their lives through the process of recovery. Our goal is to offer support to those who are transitioning back into the community who otherwise would struggle with finding housing. To provide resources, support, and structure to encourage long term recovery. We are advocates of change.

This is a month-to-month contract between yourself (resident) and Beyond Brink, a Nonprofit organization. Participating includes residing in a recovery focused living establishment and meeting the listed requirements and expectations.

Amenities include communal living space, a telephone for local calls, and WIFI. This location is conveniently located in the downtown area and on the city bus line. Residents of this house will cook for themselves, food will be provided, anything extra or special each resident wants, or needs will have to be purchased by the resident. Beyond Brink provides household cleaners, detergents, etc. Residents are to clean up after themselves and participate in all house chores. A schedule of daily chores will be posted weekly and will change weekly. Residents must provide their own cell phones or calling cards for long distance calls. Due to limited space, residents are asked to only bring what they can store in their own living space. Beyond Brink is not responsible for lost or damaged property. Residents store items at their own risk and discretion. TV's, furniture, small appliances, and extension cords are prohibited.



## **Admission Requirements**

A resident must provide a negative UA sample upon admission.

## \*A DRUG AND ALCOHOL TEST IS ADMINISTERED AT INTAKE\*

- A Rule 25 or Comprehensive Assessment indicating 'Peer Recovery Support Services'.
- A Professional Statement of Need indicating need for housing support.
- B Must be completely detoxed.
- Self-admission of a person with substance use disorder and be initiative-taking for recovery.
- Must be <u>working</u> a program of recovery and committed to continue to work a program of recovery. This includes:
  - Attending a minimum of 3 support groups per week (NA/AA/Al-Anon, church service, or any other support group approved by staff.)
  - Must have a sponsor, or mentor from a support group or obtain one within 2 weeks after admission into the program.
  - All Residents are required to meet with a Peer Recovery Specialist at least once per week.
  - Agree to keep 30 hours of structured time per week while in this program. This MAY include outpatient treatment, therapy, employment, school, and/or volunteering.
- Must be at least 18 years of age or older.
- Must attend a MANDATORY weekly house meeting.
- Following all recommendations from treatment providers and/or probation, social services and/or health care providers to obtain and maintain complete whole health.
- Sexual offenders are not accepted.
- Violent offenders must submit in writing an explanation of crime, harm inflicted and circumstances surrounding violent crimes prior to acceptance to the program.

# **OVERVIEW OF HOUSING PROGRAM**

- Beyond Brink Recovery House for men is staffed by Certified Peer Recovery Specialists. Residents are required to meet with a CPRS a minimum of once per week, however a CPRS will be available daily. A Rule 25 or Comprehensive Assessment indicating Peer Recovery Support Services will be required prior to admission. If the assessment is scheduled for after the admission date, it must be within 48 hours of admission.
- 2. Residents / Providers must supply a Professional Statement of Need signed by resident and a qualifying professional indicating the need for housing support.
- 3. Residents are required to follow all recommendations of treatment discharge plan/summary, court orders, child protection case, probation / parole and/or health care professionals. Beyond Brink will hold all residents to these requirements and require Releases of Information to coordinate continuum of care.



- 4. All residents are required to meet all expectations outlined in this agreement.
- 5. All food, basic needs (toilet paper, etc.) and utilities are included in the Program Fee and covered by GRH/Housing Support or Self Pay Fee. Utilities include electric, heat, water, garbage, a resident house phone and WIFI. Cell phones are allowed but will not be provided.
- 6. All Residents have a shared bedroom. No resident is allowed to enter any other bedroom besides their own. No Guest will be allowed in any bedroom at any time, for any reason.
- 7. Residents are expected to keep their rooms clean and clear of clutter. Beds should be made every morning. No clothing should be found on the floor but should be neatly put away.
- 8. Personal belongings should be limited to what can neatly be stored in the assigned living area.
- 9. Shared washer and dryer on site for all residents. Residents are expected to be aware and considerate of time when using. All residents are expected to finish any laundry they start without leaving clothes in the washer or dryer.
- 10. All Residents will be assigned a house chore to be completed daily. Residents are to ask one of their peers to check their chores upon completion and have that peer sign off that it has been completed. A resident who is asked to "sign off" on a chore must first check the chore. A peer who signs off on a chore that has not been completed will be responsible to complete that chore. It is important we hold each other accountable in a compassionate way.
- 11. All Residents are expected to clean up after themselves in shared areas. No personal items can be left in any other area besides a bedroom. Items found outside of your room may be confiscated.
- 12. Residents are to attend 3 support meetings per week and obtain a sponsor while in this program.
- 13. All Residents are required to attend a MANDATORY weekly house meeting. Residents are expected to arrange their schedule around this weekly house meeting prior to admission. Residents are required to provide documentation of meetings, raise house concerns, and check in with each other. This meeting is meant to address community concerns and affirm.
- 14. Anything brought on to Beyond Brink property is subject to search. Failure to comply may result in immediate discharge.



# **Resident Program Expectations**

## 1. Program Fee

- A. GRH / Housing Support Funding: Beyond Brink accepts GRH / Housing Support. If you need additional information on GRH/Housing Support, please reach out to our staff. A Professional Statement of need is required prior to admission. This form is attached to this application and must be signed by both the resident and a qualifying professional indicating need. It is at the responsibility of the resident to ensure they have been approved, their financial worker has proper paperwork and contact information for the resident. Residents are expected to contact their funding county within 72 hours of admission to ensure funding. Failure to do so will result in the resident's responsibility to cover GRH cost. If a resident is receiving housing support, and has a portion to pay, it is their responsibility to know what that amount is and make that payment on time. Failure to do so may result in immediate discharge from the program.
- **B.** Self-Pay: Residents who do not qualify for GRH funding (typically those on Social Security, collecting unemployment, or with full-time employment) will work with Beyond Brink staff to establish a program fee. Amount will be based on 30% of a resident's income with a minimum of \$650. This program fee covers rent, utilities, food, and all household needs.
  - If a resident moves in after the 1st of the month, the program fee will be prorated. If a resident moves out before the end of the month, no portion of the program fee will be refunded.
  - Program Fee is due on the 1st of every month. Every day the portion of the program fee is late after the 5th of the month, one dollar per day will be added to the amount due.
  - One month's notice is required prior to ending this agreement. This contract is considered a month-to-month agreement.
  - If a resident is unable to provide their entire portion of the fee they may make a written request for a payment plan, outlining a proposed schedule for review. If the request is granted, residents will enter into a separate agreement for payments.
  - All residents will sign a separate agreement regarding GRH. Self-Pay Rate is calculated at \$31.80 per day / \$238.50 per week / \$954 per month.
- 2. Drug and Alcohol Use: This house is Drug and Alcohol free, both on the property or while a resident in the program. This includes <u>all prescription medications not prescribed by a doctor</u>, <u>Kratom, and CBD with THC, and any outdated prescription medications</u>. If a resident uses alcohol or other drugs, is in possession of alcohol or other drugs, or is suspected of using alcohol or other drugs they will be asked to leave the program immediately. By signing this agreement, a resident acknowledges if found to be breaking this rule, they will be asked to leave at once. All residents are expected to report any use of drugs or alcohol to Beyond Brink staff. All reports are strictly confidential.



- **3. Drug and Alcohol Testing:** All residents are required to submit to random drug testing upon request by Beyond Brink. If a resident refuses to submit to a test upon request, they will be asked to leave the program. Residents will have one hour from the time they are asked to provide a sample. Failure to do so may result in discharge unless staff determines an exception is reasonable. Residents will remain in eyesight and ear shot of the staff that has requested the sample until collected. All testing with Beyond Brink will be observed by staff. Positive results will be grounds for discharge. Residents asked to leave the program have one hour to do so.
- **4. Medication:** All residents will enter an agreement as outlined in our \*Medication Watch List Program\*
  - A. Beyond Brink does not dispense medication. Residents are responsible for their own medication, expected to take their medication as prescribed by a doctor as well as follow all doctors' orders and recommendations. Beyond Brink promises to hold all residents to this agreement for the protection and health of all residents.
  - B. There is absolutely no medication sharing.
  - C. Residents are required to keep their medications in their designated lock box in the medication cabinet. No medications are to be in any other area of the house. If a resident must take medications out with them for the day, they are to return those medications to the lock box immediately upon return to the house. Having medication outside of the designated area may result in immediate discharge.
  - D. A list of prescribed medications must be provided to Beyond Brink to be kept on file. Failure to report medications prescribed may result in termination from the program.
  - E. Residents should not discuss the medications they take, the side effects or reasons with other residents. This is for the protection of all residents.
- 5. Weekly House Meeting: All residents are required to attend a weekly house meeting to participate in the program. This meeting will be held Sunday evening at 5:00 p.m. Residents are expected to plan prior to admission to this program and ongoing to ensure nothing will interfere with this requirement. The purpose of this meeting is to come together as a community and discuss house concerns, updates, and make connections with housemates. Proof of meeting attendance and any pass requests will be turned in at this time.

# This is a mandatory meeting held each Sunday at 5 p.m. Failure to attend this meeting without notice will result in a written warning and volunteer hours at the house.

## WORK MAY NOT INTERFERE WITH HOUSE MEETING.



- 6. Curfew: For the first 2 weeks residents will be expected to return to the house by 10:00 p.m. After 2 weeks, residents will be expected to return by 11:00 p.m. Sunday through Thursday and 12:00 a.m. Friday and Saturday. If a resident misses curfew check, they will have to submit to a drug test. If they fail the drug test, they will be asked to leave the premises immediately and will be discharged from the program. If they pass a drug test, their curfew will be moved to 9:00 p.m. for a week's time, no passes will be approved, and the resident will receive a written warning. If a resident continues to miss curfew, they will be asked to leave the program.
- 7. Overnight Passes: Overnight passes will be approved after 2 weeks in the program. Residents will be required to complete a pass request form and provide Beyond Brink with the overnight plans and must have approval from probation officers, social workers, and staff by Sunday at the house meeting for the following week. Overnight passes will not be approved day of or short notice unless the circumstances are unavoidable. Passes will not be approved if other program expectations have not been met. RESIDENTS WHO RECEIVE OVERNIGHT PASSES MUST HAVE THEIR CHORES COVERED IN WRITING AND SIGNED BY PEER WHO WILL COVER.
- 8. Work/School/Volunteer: Residents are encouraged to put recovery first and find balance in their schedule. Residents unable to work for medical reasons must provide a current doctor's note outlining restrictions but will be encouraged to find structure in their schedule that reflects a healthy lifestyle.
- **9.** Self Help/Support Groups: Residents are required to attend a minimum of (3) meetings per week. This includes NA/AA/CA/AL-ANON, Celebrate Recovery, church recovery group, church, or other self-help group meetings. Signed meeting lists proving attendance is required.
- **10. Sponsorship:** All residents are required to have a sponsor, spiritual advisor, or mentor. Each resident must obtain a sponsor within the first 2 weeks of admission into the program. Staff and residents of this house may not sponsor other residents.
- **11. Peer Recovery Support:** Each resident is required to meet with a peer recovery specialist a minimum of 1 time per week. CPRS are available for all residents daily when needed. Residents are encouraged to utilize a CPRS as frequently as needed, as they are available to help support and guide all residents. A one on one with a CPRS is required per week. Beyond Brink house staff are all Certified Peer Recovery Specialists. Staff's purpose on site is to provide support, guidance, and help navigate early recovery. Residents are expected to be initiative-taking, self-sufficient and are encouraged to self-start. CPRS is not there to 'babysit' or 'handle' residents.

#### <u>A RULE 25 OR COMPREHENSIVE ASSESSMENT INDICATING PEER SUPPORT SERVICES</u> <u>IS REQUIRED PRIOR TO ADMISSION.</u>



- **12. Personal Belongings:** Each resident is solely responsible and liable for their individual property. Participants are discouraged from keeping large sums of money or items of value in the house. Residents must keep all personal items in their assigned places. Residents may only have items that fit in their assigned living space. Residents may be asked to remove items that overflow this area. All resident belongings are subject to search by staff.
- **13. Sexual activity:** No sexual activity or romantic relationships are allowed between residents. Fraternizing will not be tolerated and may result in restrictions or discharge.
- **14. Weapons:** No weapons are permitted at any time. This includes pocketknives and utility knives. If one is required by your employer, it must be stored off the property.
- **15. Intimidation/Violence:** There is a zero tolerance for intimidation or violence. These behaviors will result in immediate discharge.
- 16. Animals: No resident will bring in any animals at any time for any reason.
- **17. Visitation:** Visiting hours are between 8:00 a.m. and 7:00 p.m. Visitation is allowed in shared areas including the living room, kitchen, porch, backyard, and use of the bathroom. Visitors are not to enter resident's rooms. NO FEMALES ARE ALLOWED IN THE RESIDENCE, OR ON THE PROPERTY AT ANY TIME UNLESS PRIOR APPROVAL HAS BEEN RECEIVED. Residents being picked up by a female will be asked to have their ride wait in their vehicle or off the property line. The only exceptions will be made for immediate family (mother, daughter) and any probation, social services, or any other workers. If a female will be visiting, please notify staff and other residents.

\*Residents with children may visit. Beyond Brink will ask for a weekly schedule and ask that residents share this schedule with all other residents.

- **18. Vehicles:** Residents are allowed one vehicle on site while in the program. Vehicles must have valid insurance, current registration, and residents must have a valid license to drive. Proof is required. All vehicle information must be reported to the house such as license plate number, make, and model.
- **19. Smoking:** This is a nonsmoking residence. Residents may smoke outside the building and must discard cigarette butts in the butt can located outside. No resident will vape indoors at any time.
- **20. Personal belongings upon Discharge:** Beyond Brink is not liable for any personal belongings during or after the residents' discharge from the program. Beyond Brink will pack left items and contact the approved person designated on Release of Property form to pick up items. <u>After 15 days</u>, <u>all items will be disposed of unless other arrangements have been agreed upon</u>. Beyond Brink assumes no responsibility for the individual property of residents.
- 21. Mail: Residents may have mail delivered to the house while in the program. Resident's mail will be returned to the sender upon discharge from the program. No mail will be held or forwarded once a resident has left the program. Change of address forms are available on site for a resident to make the change with the post office upon discharge.
- **22. Walls:** Residents will not install anything on the floor, walls, ceiling, windows, doors, or outside the home. Residents will not drill or attach anything to walls. Residents will be allowed to put their own picture frames and personal items on flat surfaces in their rooms. Sticky tack is available from staff.



**23. Music:** Please be respectful of your roommates by keeping your music and TV volume at a level that can be heard only by you. Headphones, Air Pods, etc., are permitted.

## 24. Housekeeping:

- **A. Bedroom:** The following are expectations regarding bedrooms. Failure to comply will result in a request to do so immediately, verbal warning and write-up if issues continue.
  - Bedrooms are to be kept picked up and clear of clutter.
  - Beds should be made at the beginning of each day or by 10 a.m. at the latest.
  - Clothing is to always be put away in a neat, clean, and orderly fashion, and not found on the floor.
  - A No candles, diffusers, or incense.
  - Absolutely NO EATING OR DRINKING in bedrooms. Water at bedtime is okay.
  - ALL PERSONAL BELONGINGS ARE TO FIT ON OR IN THE AREA ASSIGNED TO ONE INDIVIDUAL. Residents are not allowed to store their belongings in another peer's space.
  - Residents are to be aware of the number of personal belongings they must ensure they can maintain a clean and clutter free living environment, and that their belongings remain only in their assigned living area. Residents may be asked to remove access items from the house if overflow occurs.
  - No appliances, TVs, monitors, space heaters, or larger electronics are to be used in bedrooms. Fans are allowed.
- **B.** House chores: Each resident is responsible for the upkeep of the home. Beyond Brink Recovery Houses are designed to be a home like environment; therefore, we hope you will take pride in the cleanliness and appearance of the home, as if it were your own.
  - Each resident will be asked to complete a daily task. These tasks will be in place for a period of one week, at which time chores will be rotated between residents.
  - Each daily task is to be completed prior to leaving for the day (for work, a meeting, school, appointments, or any other reason) or by 10 a.m. at the latest. If a resident wants to complete their chore the night before, they may, and have it signed off by one of their peers and double check the chore in the morning.
  - Residents are to ask another resident to check and sign off on their chore. Peers who are asked to sign off on a chore must first check that the chore has been completed. Any peer who signs off on a chore that has not been completed will be asked to complete the chore themselves.
  - Residents who fail to complete their daily task, fail to have it signed off on, or fail to complete prior to leaving for the day will be asked to return to the house to complete immediately and will receive a verbal warning. Residents who are found to continuously not meet this expectation will be written up.



BEYOND BRINK A NONPROFIT ORGANIZATION 314 Chestnut Street Mankato, MN 56001 507-779-7091 office 507-779-7092 fax wecovery@beyondbrink.com www.beyondbrink.com C Dishos: Pasidents are to wash dry, and put away their dishes immediately after use

- C. Dishes: Residents are to wash, dry, and put away their dishes immediately after use.
- No dishes are to be left in the sink at any time for any reason. This is the responsibility of each resident and not the responsibility of the resident assigned to the kitchen that week.
- 3 No dishes are to be removed from the property or left in any room outside of the kitchen.

## D. <u>Cleanliness:</u>

- Outside of the daily chores assigned, each resident is responsible to keep all shared areas clear of clutter and picked up.
- Personal items are to be kept and stored (or returned after use) in each resident's room. Items found outside of bedrooms may be confiscated.
- Cleaning supplies will be provided to complete household chores.
- Residents are not to remove household items such as lamps, tables, cleaning supplies, furniture, etc. from one area of the home to another. Example: A resident may not take a table from the living room and place it in their bedroom.
- Residents are not to rearrange any room in the house.
- A Residents will not bring in large furniture items for personal use.
- **25. Food:** A set amount of food will be provided for the entire house (3 meals per day). Please be considerate of all individuals living in the home. If a resident would like to purchase their own food outside of what is provided, they may do so. Individuals who purchase their own food may label food purchased. No resident is to take any labeled food. Food purchased by resident may be kept in bedroom UNOPENED. Once opened, it must be labeled with name & date, and stored in kitchen. No food purchased for the entire house may be labeled for one individual. Food provided for the entire house is on a first come-first serve basis. Refrigerators must be cleaned out every three days and leftovers or expired food is to be thrown out. Residents may list nutritional food items on the grocery list each week. Items that are not nutritional will not be purchased.
- **26. Laundry:** Each load of laundry is to be a full load. This is to conserve energy and keep the utility costs down. Residents may use the washer and dryer at any time. Residents will not leave laundry in the washer or dryer and are asked to stay at the house until laundry is complete. Clothes left in the washer or dryer may be moved or confiscated if left unattended. Residents will be considerate of all other residents' needs when utilizing the washer and dryer.
- **27. Utilities:** It is expected that each resident will conserve energy and practice the concept 'reduce, reuse, and recycle' whenever possible. Residents agree to turn off lights when not in use, do only full loads of laundry, and only run water when needed. Residents are not allowed to change the thermostat. Residents will not have hot plates, microwaves, heaters, or any other small appliance in their rooms. Also, residents are expected to dispose of feminine products in the garbage can and not flush down the toilet. Each resident is responsible to report any leaks or damage immediately to the house manager.



- **28. Sleeping:** Residents are not allowed to sleep anywhere but their assigned room. No sleeping in the living room. Residents are not allowed to enter another resident's room for any reason.
- **29. Telephones:** Each resident is responsible for their own cell phone. A house phone is available for local calls only.
- **30. Probation/Social Services Participation:** Each resident must be compliant with their probation or social services worker. This includes attending any therapy, outpatient groups, drug testing, medical appointments, court appearances and any other requirements in place by their worker. This will vary between residents based on their own probation agreements. Residents are required to sign a release for each of their workers at the time they enter the establishment.
- **31. Problem Resolution:** If there are any problems between residents, staff or with the program it is expected that these will be discussed directly, openly, and honestly in the weekly house meeting or before if the residents are comfortable doing so. Residents will not talk about each other behind backs or call the owner to complain about each other. Residents should not talk about, complain, or bad mouth the program, other participants, volunteers, staff, or the house. Problems will be resolved respectfully by each party stating their perspectives and feelings and each party coming to a resolution with the party directly. IF this approach does not solve the problem, it will be discussed at the house meeting and a resolution will be agreed upon by the entire house.
- **32.** Notice to Vacate: This is not a standard landlord/tenant agreement; this is a sober housing contract. Beyond Brink may at any time and for any reason ask any resident to immediately vacate the property. Typical reasons a resident may be asked to leave include use of mood-altering chemicals, nonpayment of program fee, lack of follow-through on program rules and expectations, or violence towards self or others.
- 33. 30-Day Notice: Residents under this agreement are to give Beyond Brink a 30-day notice prior to leaving the program. As permanent housing is one of the goals, exceptions can be made if someone finds independent living, as long as staff have been made aware of the housing search process. Residents are required to give a 30-day notice unless approval from Beyond Brink has been granted. A resident may choose to leave in less than 30 days but will be responsible for the program fee.
- **34. Three Strike Rule:** Beyond Brink Recovery Housing will operate under a '3-strike' rule. This means if a resident is written up for repeatedly breaking rules, curfew, has failed to comply with the expectations of the program or is written up for any other reason, they will receive 2 written warnings. Upon the 3rd write up, the resident will be asked to leave the program. Examples of **immediate termination** from the program include the use of drugs or alcohol, failing to pay program fee or arrange a payment plan if needed, stealing, violence towards self, another peer, or staff, putting the house or other residents in immediate danger or new criminal charges. If a resident has any of the above offenses, the 3-strike rule does not apply, and they will be asked to leave the program immediately. This is for the safety of all the residents and staff.



**35. Second Chances:** Residents who have been asked to leave Beyond Brink Recovery Housing for any reason may apply to re-enter the program after a period of 30 days. Residents will be asked to write a letter explaining why they were asked to leave the program, what has changed in the time they were away from the program and what will be different for them if accepted back into the program. We believe everyone deserves recovery and this program is designed to offer any support needed to achieve it.

#### **Dress Code**

- 1. All residents are required to be fully dressed outside of their bedrooms. Shirts and bottoms must be worn outside of a bedroom and includes outside while on the property.
- 2. Suntanning can be done with shorts and tank tops no shirtless or swimsuits allowed while on the property.
- 3. No resident is to be only dressed in a swimsuit.
- 4. No mid-drift shirts are accepted. Shirts must cover the entire stomach.
- 5. Shorts must be a minimum of 3 inches long or 6 inches above the knee.

Please note Beyond Brink, and/or its Board members reserve the right to modify the above expectation and requirements at any time for whatever reason without notice.

I, \_\_\_\_\_\_understand and agree to the following:

\_\_\_\_\_ By signing this agreement, I am entering into a month-to-month lease agreement. I must provide Beyond Brink Recovery Housing a 30-day notice prior to the month I plan to leave the program.

\_\_\_\_\_ I will attend a minimum of (3) support meetings per week and provide verification of meeting attendance.

\_\_\_\_\_ I will attend a weekly house meeting, I will be on-time, I will have verification of meeting attendance, work/school/outpatient schedule, and participate.

\_\_\_\_\_ I agree to work with a Certified Peer Recovery Specialist.

\_\_\_\_\_ I will maintain my recovery by staying abstinent from all drugs and alcohol while in this program.

\_\_\_\_ I will pay my portion of the program fee on-time (if any).



\_\_\_\_\_ I will do my part to keep utility costs down and participate in the Reduce, Reuse, Recycle moto.

Beyond Brink Recovery Housing will follow a '3 strike' rule, meaning if a resident receives 2 written warnings for breaking any of the house rules and expectations, upon receiving the third warning, I will be asked to leave the program.

\_\_\_\_\_ I will sign and participate in the Medication Watch Program and follow all the expectations outlined within that agreement.

\_\_\_\_\_ I will follow all recommendations for out-patient services, mental health services, and counseling services and understand that failure to do so may result in discharge from this program.

\_\_\_\_\_ I understand my rights and responsibilities to this program.

\_\_\_\_\_ I understand that Beyond Brink may add, alter, or change the house rules and expectations or requirements for participation in the program at any time, and that I will be notified of these changes by changes being posted in the house.

\_\_\_\_\_(Signature)

\_\_\_\_\_(Date)

I have read and understand the Resident Agreement for the Beyond Bring Recovery Housing, an establishment of Beyond Brink, a nonprofit organization, its policies, procedures, rules, and expectations and I am hereby making a commitment to follow them for the purpose of housing and recovery.

Printed Name of Resident:

Move in Date	•

Signature of Resident:	
Data.	

Signature of Witness: \_\_\_\_\_



#### **Release and Hold Harmless**

This is a legal and binding document. Please read it very carefully and apply your initials wherever indicated. By signing and dating this document, you claim to have read and understand this agreement in its entirety.

	(Initial) This Release and Hold Harmless Agreement is executed on	n(date)
between		(name) and Beyond Brink, a
Nonprof	t Organization.	

\_\_\_\_\_ (Initial) In consideration of being permitted to use the grounds and other facilities of and to participate in Beyond Brink, a Nonprofit Organization, the undersigned, legal representatives, heirs, and assigns ("Participant") execute this Release and Hold Harmless Agreement.

\_\_\_\_\_ (Initial) Resident hereby waives and discharges Beyond Brink, its owners, its officers, employees, or advisors, from all liability to Resident for any and all loss or damage to Resident on account of injury to the Resident or the Resident's personal property, even injury resulting in the death of the Resident while the Resident is participating in any of the activities provided or living in the dwelling run by Beyond Brink, a Nonprofit Organization.

\_\_\_\_\_ (Initial) Resident is fully and adequately informed of the nature of the programs in which the Resident wishes to participate, and hereby assumes full responsibility for the risk of injuries, whether due to the negligence of Beyond Brink or otherwise, and agrees to indemnify Beyond Brink from any loss, liability, damage, or cost Beyond Brink may incur due to the injuries suffered by Resident. Resident further agrees to never institute a suit or action against Beyond Brink for damages, cost, expenses, or loss of services resulting from injuries.

\_\_\_\_\_ (Initial) Resident releases Beyond Brink from any claim whatsoever on accounts of first aid, treatments, or service rendered to Resident as a result of injury.

\_\_\_\_\_ (Initial) Resident agrees to be financially liable and responsible for any medical cost related to injuries.

\_\_\_\_\_ (Initial) By initialing this paragraph, I certify that I am empowered to act on my own behalf or on the behalf of the Resident.

\_\_\_\_\_ (Initial) Resident 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 thereof is held invalid it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

\_\_\_\_\_ (Initial) In witness whereof, this release and Hold Harmless Agreement is executed in Mankato, MN.



I realize that this recovery/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 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.
- 4. Utilize democratic decision making with the group, including inclusion and expulsion from the group.

\_\_\_\_\_ (Initial) I have been provided with a copy of, have read and fully understand the rules, regulations, and expectations of the Beyond Brink Recovery Housing program run by Beyond Brink, a Nonprofit Organization.

\_\_\_\_\_ (Initial) 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, hereby renounce any rights that I may or may not have relating to the same.

\_\_\_\_\_ (Initial) I specifically agree that if I violate any of the rules and regulations of Beyond Brink, I can be expelled from the property and forfeit any rights to my prepaid program fees. I agree that final determination for any disciplinary action will be made by Beyond Brink and may not be appealed.

\_\_\_\_\_ (Initial) I agree that if I am expelled from a property run by Beyond Brink, I forfeit my prepaid program fees.

\_\_\_\_\_ (Initial) I agree that if I default on any portion of this contract and Beyond Brink must go to any court to collect program fees; I am liable in full for the payment of these fees.

\_\_\_\_\_ (Initial) I hereby release and hold harmless Beyond Brink and its founder, Brandy Brink, or any employee, board members or employees from any and all lawsuits that may be brought by me, and/or any member of my family and heirs in perpetuity for any sort or action whatever.