



PARTICIPANT AGREEMENT

THIS PARTICIPANT AGREEMENT is made and entered into by and between Foster Arizona/Foster Arizona Housing Project, a 501(c)3 charitable organization (hereinafter “**FAHP**” and [PARTICIPANT], an individual (“**Participant**”), upon agreement sign date (hereafter the “**Effective Date**”). The parties to this Agreement are collectively referred to as the “**Parties.**”

RECITALS

- A. **WHEREAS**, Participant has been selected to take part in the Foster Arizona Housing Project (“**Housing Project or FAHP**”) sponsored by Foster Arizona;
- B. **WHEREAS**, Participant is required to abide by certain conditions, including a Code of Conduct, as outlined below in this Agreement, to benefit from the Housing Project on a continual basis.
- C. **NOW, THEREFORE**, in consideration of the recitals set forth above, and the terms, conditions, agreements, representations, and covenants set forth herein, the Parties agree as follows:

TERMS

1. Participant Terms: Participant will be on a month to month agreement based on adherence to the terms of this Participation Agreement.
 - a. Participants will be responsible for the following (non-refundable) costs and are on a month to month basis that can be terminated at any time for conduct, failure to pay, or any violations to this Participation Agreement. Payments are due on the 1st of the month and after the 5th are considered late, if move-in happens any time after the 1st their second month is prorated, so we can get to a 1st due date. All payments should be made through Rentecdirect.com or mailed check to Foster AZ, PO Box 20787 Mesa, AZ 85277.
 - i. \$200.00 paid at move-in
 - ii. \$300.00 per month (Month 2, 3, & 4).
 - iii. \$400.00 per month (Month 5 and for every month after until move out)

2. Participant's obligations. To be selected, Participant must commit to the following:

- a. Turn in your application to Kim@fosteraz.org and apply for Keys to Success <https://www.affcf.org/keys/referral/> Must be accepted by both programs.
- b. Sign any necessary releases allowing FAHP to discuss information regarding your involvement/standing in the program with Keys to Success and other agencies including but not limited to DCS, Canyon Statue, Desert Lily, Rights of Passage, etc.
- c. Complete a phone interview with FAHP and an intake with Keys to Success. Failure to provide truthful information on applications or during the phone interview could result in immediate removal from the program.
- d. Submit to and pass a background check.
- e. Must be 18 years of age to apply and the application process needs to be completed before the applicants 21st birthday. We cannot accept any applications for anyone 21 or older.
- f. Demonstrate a commitment to engage in the career development and educational process with their Keys to Success team and other partners engaged with Foster Arizona Housing Project.
- g. Must be enrolled in post-secondary education or vocational training and be employed. Participants must be able to show proof that current employment provides livable wages to qualify to opt out of education or vocational training.
- h. Demonstrate a commitment to engage with Staff Members, and to also engage with a Mentor in-person at least once a month and communicate weekly via email, text, or phone in order to work towards setting personal, educational, vocational, and housing goals.
- i. Demonstrate progress on vocational, educational, mentoring, personal, and housing goals.
- j. Demonstrate a commitment to attend and engage in the bi-weekly community meetings.
- k. Must be passing classes and in compliance with the school's attendance policy.
 - i. Sign any necessary releases allowing FAHP, Keys to Success, or other agency team access to receive documentation of school performance and attendance.
- l. Full compliance with the FAHP Rules, Regulations, and Code of Conduct as described below.

3. General Housing Rules.

- a. Guests – housing is exclusively for Participants. Guests are permitted under Participant supervision and under the agreement that all guests will abide by all rules, regulations,

and code of conduct listed in this Participant Agreement. Participants are fully responsible for the conduct of their guests and may be disciplined in lieu of their guest for a guest violation. The following guest protocol is required for Participants:

- i. No guests are permitted between the hours of 10 p.m. and 8 a.m. At no time are overnight guests allowed in housing. **Any violations of overnight guests will result in immediate removal from the program and program related housing.**
 - ii. Every Participant has the reasonable expectation of privacy and cannot be exposed to public sexual indecency (sex acts) anywhere in premises. It is illegal, and you will be charged. (ARS § 13-1403) If your roommate is offended, they will contact FAHP and you will be charged.
 - iii. Participants are always expected to be present with guests. Participants will be held liable for all damages, theft, or other loss occurred by guests.
 - iv. Participants are required to provide all roommates notice, in advance, of any guest(s) brought on-site. Participants are expected to be respectful of roommates' privacy, sleep schedules, and other common courtesies regarding hosting a guest.
 - v. Unauthorized gatherings of more than 2 (two) non-Participant individuals at any time in any unit is prohibited.
 - vi. You are a participant in the program and at no time can you have anyone move in or sublease this space. **Any violation will result in immediate removal from the program and program related housing** (understanding that immediate removal will result in the Participant being given thirty minutes to vacate the apartment).
- b. Noise – All participants and guests are expected to be considerate of noise levels, 24 hours a day, seven days a week. Noise (including but not limited to voices, amplified music, televisions, musical instruments, radios) must always be maintained at a level which does not disturb any other Participants or neighbors. Participants are always expected to comply with the requests of others to reduce noise levels.
 - i. Noise complaints from neighbors jeopardizes your and FAHP's relationship with the community. We take this very seriously and failure to be respectful to your neighbors can lead to immediate removal from the program and program related housing.
 - c. All participants assigned to an apartment will have peer accountability and understand that when one person breaks the rules **all are in jeopardy**. You are expected to report violations related to your participant agreement.
 - d. Units are encouraged to work together to create house rules related to chores and household interactions/expectations. If you need assistance coming up with House Rules, FAHP will be glad to mediate and help.

- e. Failure to Comply – Participants are required to comply with directions of FAHP staff and volunteer teams (such as Staff, Volunteer Leads, Mentors, Maintenance, etc.) while in the performance of their duties. Resisting or interfering while in the performance of their duties is prohibited.
- f. Theft – Foster Arizona Housing Project will not tolerate theft from fellow participants, neighbors or from FAHP. FAHP will report theft of program owned items to the police and will press charges. Participants are responsible for reporting theft of personal property to the police and have the right to press charges. Participants found guilty of theft will be required to pay restitution for the replacement of stolen items.

4. Facilities Regulations

- a. Weapons - Possession or unauthorized use of firearms or replicas, ammunition, knives 6 inches or longer, potentially dangerous sporting equipment (including but not limited to pellet guns, paint guns, sling shots, airsoft guns, swords, foils, archery equipment), or other weapons deemed by law enforcement to be a deadly instrument is prohibited within housing.
- b. Animals – No animals are allowed in the units at any time for any reason; visiting or otherwise.
- c. Smoking – All FAHP units are non-smoking. Any Participant found in violation will be held responsible for all fees associated with returning the apartment to the previous state. If you smoke, you must be of legal age, it must be outside, and you are responsible to remove all evidence of smoking. Do not leave cigarette butts or marks on walls or ground from putting out cigarettes.
- d. Decorating, Alteration to Premises/Property Damage - No alterations, improvements, paint, redecorating, installation, or attachment of fixtures may be done to the premises. This includes but is not limited to paint, tape, nails, screws, etc. All decorations, posters, notes, etc. may only be attached by non-damaging and temporary hanging devices. Participants will be held responsible for all costs associated with damages to property.
- e. AC/Heating - All FAHP units will keep the a/c set no lower than 76 degrees at all times. Any unit found to be in violation could result in all unit Participants having a fine added to their Participant fees to cover the additional costs.
- f. Fire Hazards and Safety
 - i. Explosives, chemicals (non-cleaning), and other highly combustible materials – any material that is highly combustible, potentially dangerous, or could be damaging to the building or occupants are strictly prohibited in or around the facility. These include but are not limited to the following:
 - a. Firecrackers
 - b. Bottle rockets
 - c. Combustible decorations

- d. Gasoline
 - e. Vehicle batteries
 - f. Unauthorized pesticides
 - g. Candles, Incense, etc
- g. The following constitutes a list of violations that could result in prosecution and/or fines.
- i. Tampering or damaging fire equipment. This includes removal of batteries from the smoke detectors.
 - ii. Intentionally or negligently causing and/or creating a fire, explosion, or release of poisonous gas or any fumes that cause an alarm to sound.
 - iii. Possessing or storing gasoline, fireworks and/or combustible decorations and chemicals.
 - iv. Starting a fire anywhere on the property is strictly prohibited. You may BBQ if in a properly maintained BBQ. Intentional fires will lead to immediate removal from program and program based housing.
- h. Facility Care - occupants will be required to pay for any damage or excessive cleaning to any part of their room, apartment, or property grounds, including but not limited to furniture, fixtures, doors, windows, screens, and littering. Report any damages promptly so that repairs may be made. Access and ability of maintenance to perform their duties cannot be obstructed.
- i. Participants will assist in property beautification, including but not limited to picking up litter, cigarette butts, taking trash cans to the curb, etc. Be good neighbors.
 - ii. All furniture, kitchen items, and TV's are the property of FAHP, except the beds, personal products, bedding, and foot locker which is assigned to each participant. All food and materials provided are donations to help you be successful. You are responsible for food, cleaning products, light bulbs, paper products, trash bags, and keeping up on the maintenance of the apartment, yard, and replacing vacuum bags. Cleaning of the apartment and removal of weeds and trash is your responsibility. Taking out the trash cans to the street is your responsibility. Making sure trash and recyclables are separated is your responsibility, when recycle cans are provided.
 - iii. Littering or inappropriate disposal of trash in the residence, residence communities, or the surrounding grounds is not permitted. If the problem is persistent and not able to be resolved, fines may be issued for violations of this policy.
- h. At move-out Participants are responsible for returning any program-related property upon vacating housing and making sure all participation fees are up to date.

- i. Locks - Installation of any door locks other than those provided by FAHP is prohibited. Unauthorized duplication of keys is also prohibited. Do not share door codes with anyone outside of your immediate unit. If you forget your code, call an FAHP team member.
5. Code of Conduct. The Code of Conduct, as described herein, is not exhaustive, and at any time, FAHP may, at its sole discretion, take disciplinary action including and up to removal from the Housing Project, removal from the Keys to Success Program, and termination of this Agreement.

a. By signing this Agreement, the Participant understands **activities or actions outlined below are strictly prohibited**. Any Participant who violates these rules is subject to immediate removal from the FAHP and/or Keys to Success Program (understanding that immediate removal gives the Participant 30 minutes to gather their belongings and vacate the apartment).

- i. Abusive language towards an FAHP member, volunteer, neighbor, or another Participant is prohibited.
- ii. All participants are subject to random unit inspections and drug testing and are expected to cooperate fully. Failure to do so could result in removal from the program.
- iii. (ARS § 13-3405) A person shall not knowingly, possess or use marijuana, possess marijuana for sale, produce marijuana, or transport for sale, import into this state or offer to transport for sale or import into this state, sell, transfer or offer to sell or transfer marijuana.

There is no marijuana allowed in FAHP apartments. If found, we will call the police. This is a class 6 felony, you would be putting yourself, FAHP, and your roommates at risk. Failure to report roommate violations is just as guilty as the person violating the policy.

- iv. (ARS § 13-3406) Possession or use of prescription-only drugs that have not been prescribed to you is illegal. Also, if you have a prescription-only drug you cannot share it with anyone.

There is no using, selling or sharing prescription drugs allowed in FAHP. If you have a prescription-only medication in the apartment, you must advise FAHP and you are responsible to make sure no one is using your medications. The medication must be locked in your locker. You will be responsible and if not, we will call the police. Failure to report any abuse of prescription drugs is a violation and we will call the police.

- v. (ARS § 13-3408) Possession or administration to another person of a narcotic drug for sale, equipment, or chemicals, for the purpose of manufacturing a narcotic drug is illegal

It is illegal to possess or administer any narcotic drugs in FAHP. You are liable and the police will be called if any narcotics are found in the

apartment. Failure to report roommates of violations makes you complicit and FAHP will hold you in violation.

- vi. (ARS § 13-3415) Possession of drug paraphernalia, includes but is not limited to: rolling papers, pipes, bongs, containers, baggies, or any item used to manufacture, use or distribute illegal drugs.

It is a Class 6 Felony to possess drug paraphernalia and the police will be called. Failure to report roommates' violations will make you complicit and FAHP will hold you in violation.

- vii. (ARS 4-244.9) Possession of Alcohol under the age of 21 is illegal. 21 years old and up will be held responsible for contributing to the delinquency of minors if alcohol is found in the apartment.

This is a misdemeanor, but it will be reported to the police. Failure to report roommates' violations will make you complicit and FAHP will hold you in violation.

- viii. Possession or use of alcoholic beverages or illegal drugs¹ in your residence, at any program event, mentor appointment, activity, or employment site, or reporting to the Keys to Success Team or an FAHP Mentor while under the influence of drugs or alcohol. The use of marijuana, including medicinal, is illegal under federal law and is prohibited. In addition, the use of any prescribed medication or over the counter drugs in an abusive manner is prohibited.

¹ For the purpose of this Participant Agreement marijuana is considered an "illegal drug" and no Participant can claim safe harbor under the Arizona Medical Marijuana Act regardless of full compliance under A.R.S. § 36-2801 et seq. Marijuana is still classified as a Schedule 1 drug by the Drug Enforcement Agency, and therefore illegal under federal law.

- ix. (ARS 13-3622) Possession or use of tobacco products by participants under the age of 21 is illegal in Arizona and prohibited in FAHP program and program related housing.
- x. Violation of any other regulation while under the influence of a controlled substance is considered an additional infraction of FAHP.
- xi. Inability to exercise care for one's own safety, the safety of others, the safety of the property, or other Participants due in whole or in part to being under the influence of a controlled substance is considered an infraction of FAHP Participant Agreement. Safety violations are grounds for immediate removal from the FAHP program and program related housing.
- xii. Discourtesy or rudeness to a fellow Participant, neighbor, staff member, volunteer, or person is prohibited. Verbal, physical or visual harassment of another Participant, neighbor, staff member, volunteer, or person is

prohibited.

- xiii. Actual or threatened violence of any kind toward any individual or group, or omitting acts of physical or mental abuse or engaging in actions that intimidate, harass, threaten, coerce, or otherwise endanger the health or safety of self or another person (including threats or attempts of suicide) is prohibited.
- xiv. Conduct endangering the life, safety, health or well-being of others and/or to self is prohibited including but not limited to encouraging or permitting other Participants to commit acts of misconduct. Participants are expected to notify a FAHP representative of misconduct and remove themselves from the situation.
- xv. Bullying or taking unfair advantage of any Participant, staff member, volunteer, or person is prohibited.
- xvi. Failing to cooperate with an adult, landlord, supervisor, leader, maintenance, or mentor is prohibited.
- xvii. Failing to attend scheduled meetings with Keys to Success or other community partners without due notice (24 hours) is prohibited.
- xviii. Failure to keep the residence clean and free from damage other than ordinary wear and tear is prohibited.
- xix. Failure to notify the FAHP team of any portion of the residence needing repair is prohibited.
- xx. Violation of any of the lease terms between FAHP and landlord is prohibited.
- xxi. Non-payment of participation fees is prohibited. Invoice for participation fees will be sent via Rentecdirect.com. Payment is to be made online or via mail and received by the 5th of each month. A \$50 late payment fee will be billed for payments not received by the 5th of each month. An action plan will be sent out on the 6th of each month for failure to pay and may lead to removal from FAHP program and program related housing.
- xxii. Receiving a criminal charge while participating in the program may result in immediate removal from the program.

Foster Arizona Mailing Address:

PO Box 20787
Mesa, AZ 85277

I have read, and I understand the Participant Agreement. I agree to abide by the rules described above and understand that I may be removed as a Participant if I violate any of these rules. I may also be placed on nonparticipation status, probation, and/or evicted from the apartment if I do not actively engage in the career development process with the FA/FAHP Staff, my Keys to Success team and mentor, which is necessary for the achievement of my goals. I agree to vacate housing upon written notice due to a failure to comply with any requirements listed in this Participant Agreement.

Foster Arizona
A 501(c)3 Charitable Organization

Today's Date: _____

By: FAHP staff or volunteer reading agreement: _____

Participant:

By: [Participant], an individual, signature: _____

By: [Participant], an individual, printed name: _____