



## 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 1<sup>st</sup> of the month and after the 5<sup>th</sup> are considered late. If move-in happens any time between the 10th and 20th, the second month is prorated. All payments should be made through Rentecdirect.com.
    - i. \$200.00 cash paid at move-in. Non-refundable.
    - 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. Non-payment of participation fees is prohibited. Invoice for participation fees will be sent via Rentecdirect.com. Payment is to be made online or handed directly to the housing director 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.

3. Participant's obligations. After being selected, Participant must commit to the following:
- a. Sign any necessary releases allowing FAHP to discuss information regarding your involvement/standing in the program with Keys to Success, Arizona Department of Child Safety, Arizona Children's Association, Arizona Friends of Foster Children Foundation, Arizona Children's Association, ASA Now, ILS support and any other team member directly involved in your support.
  - b. Demonstrate a commitment to engage in the career development and educational process with their Keys to Success team and/or other partners engaged with Foster Arizona Housing Project.
  - c. Must be either
    - 1. enrolled in post-secondary education or vocational training **and** be part-time employed
    - or
    - 2. full-time employed if not in school/vocational training to 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.

- d. Demonstrate a commitment to engage with Staff Members, and to also engage with a Mentor in-person and communicate weekly via email, text, or phone in order to work towards setting personal, educational, vocational, and housing goals.
  - e. Demonstrate personal buy-in and a willingness to work towards meeting individual vocational, educational, mentoring, personal, and housing goals.
  - f. Demonstrate a commitment to attend and engage in the bi-weekly community meetings.
  - g. Demonstrate a commitment to participate in budgeting and credit building opportunities at least once a month.
  - h. Must be passing classes and in compliance with the school's attendance policy.
    - 1. Sign any necessary releases allowing FAHP, Keys to Success, or other agency team access to receive documentation of school performance and attendance.
  - i. Full compliance with the FAHP Rules, Regulations, and Code of Conduct as described below.
4. 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.
  - 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**
- 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 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 may report theft of program-owned items to the police and have the right to press charges. Participants are responsible for reporting theft of personal property to the police and have the right to press charges. Participants will be required to pay restitution for the replacement of stolen items.

## 5. 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.
- 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 unit thermostats are locked to approved temperature settings. Tampering with the equipment is not permitted.
- 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
    - h. Butane lighters
- 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 it is 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.

Units are subject to weekly inspections. Participant hereby consents, as part of his/her participation in the program, to the search of the premises in which the participant is residing, including all personal items located in and around the premises.

- 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. Do not share door codes with anyone. If you forget your code, call an FAHP team member.
6. 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 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.

i. 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. Participant hereby consents, as part of his/her participation in the program, to the search of the premises in which the participant is residing, including all personal items located in and around the premises.

ii. (A.R.S. §§ 36-2850; 36-2851) While marijuana use is now legal under lawful conditions for adults over age 21 in Arizona, it remains banned from all FAHP properties and events. A class 6 felony can still be earned for certain categories of marijuana use and if this occurs on FAHP property, FAHP will report to the police.

Possession and use by those under age 21 remains illegal by law. Medical marijuana cards for any age are not accepted on FAHP property. There is no marijuana allowed in FAHP apartments or on property. Any marijuana or accompanying paraphernalia discovered during inspections will be confiscated and destroyed. This includes and is not limited to vapes and cartridges, dabs, sprays, etc.

iii. (ARS § 13-3406) Possession or use of prescription-only drugs that have not been prescribed to you is illegal.

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.

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

v. (ARS § 13-3415) Possession of drug paraphernalia, includes but is not limited to: vapes, cartridges, dabs, butane lighters, 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. Failure to report roommates' violations will make you complicit and FAHP will hold you in violation.

vi. (ARS 4-244.9) While alcohol use is legal under lawful conditions for adults over age 21 in Arizona, it remains banned from all FAHP properties and events. Any alcohol or accompanying paraphernalia

discovered during inspections will be confiscated and destroyed.

- vii. Possession or use of alcoholic beverages or illegal drugs, including marijuana, 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 is prohibited.
- viii. Inability to exercise care for one's own safety, the safety of others, the safety of the property, or other Participants is considered an infraction of FAHP Participant Agreement. Safety violations are grounds for immediate removal from the FAHP program and program related housing.
- ix. Abusive language, discourtesy, or rude behavior toward 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.
- x. Actual or threatened violence of any kind toward any individual or group, or committing 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. If additional support is needed, the FAHP team will help in finding resources.
- xi. 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.
- xii. Bullying or taking unfair advantage of any Participant, staff member, volunteer, or person is prohibited.
- xiii. Failing to attend scheduled meetings with community partners without due notice (24 hours) is prohibited.
- xiv. Failure to keep the residence clean and free from damage other than ordinary wear and tear is prohibited. Participants and/or units may be subject to fees related to repairs and clean up.
- xv. Failure to notify the FAHP team of any portion of the residence needing repair is prohibited.
- xvi. Receiving a criminal charge while participating in the program may result in immediate removal from the program.

**PARTICIPANT AGREEMENT**

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 removed from Foster Arizona Housing Program and program-related housing if I do not actively engage in the career development process with the FA/FAHP Staff, community partners, and mentor, which is necessary for the achievement of my goals. I agree to vacate the program and program-related 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, printed name: \_\_\_\_\_

By: [Participant], an individual, signature: \_\_\_\_\_