



PARTICIPANT AGREEMENT

THIS PARTICIPANT AGREEMENT is made and entered into by and between 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.

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. Participant will be responsible for the following 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. \$100.00 paid at move-in
 - ii. \$200.00 per month (Month 2, 3, & 4).
 - iii. \$300.00 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 Mae@fosteraz.org and apply for Keys to Success <https://www.affcf.org/keys/referral/> Must be accepted by both programs.
 - b. Complete a phone interview with FAHP and an intake with Keys to Success.
 - c. Submit to and pass a background check.
 - d. Need to be 18 years of age to apply and the application process needs to be completed before the applicants 21st birthday. We can not accept anyone 21 or older.
 - e. Demonstrate a commitment to engage in the career development and educational process with their Keys to Success team and whatever team they are involved with.
 - f. Must be enrolled in post-secondary education or vocational training and/or be employed or engaged in a career relevant work experience.
 - g. Demonstrate a commitment to engage with a Mentor weekly. Meeting in person once a month and communicating via (email, text, or phone) once a week at a minimum. Working with your mentor to accomplish and set goals in the following areas: personal, educational, vocational, and housing goals.
 - h. Demonstrate progress and a willingness to work on vocational, educational, mentoring, personal, and housing goals.
 - i. Must be passing classes and in compliance with school's attendance policy.
 - a. sign any necessary releases allowing FAHP, Keys to Success, or other agency team access to receive documentation of school performance and attendance.
 - j. 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 11 p.m. and 6 a.m. At no time are overnight guest allowed in housing.
 - ii. Per (ARS § 13-1403) A person commits public sexual indecency by intentionally or knowingly engaging in any of the following acts, if

another person is present, and the defendant is reckless about whether such other person, as a reasonable person, would be offended or alarmed by the act. An act of sexual contact, an act of oral sexual contact, an act of sexual intercourse, an act of bestiality.

Every Participant has the reasonable expectation of privacy anywhere in the premises; including but not limited to your shared bedroom spaces. If your roommate witnesses any of the above listed acts and are offended, they will contact the FAHP Director 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 5 (five) non-Participant individuals at any time is prohibited.
- vi. You are a participant in the program and at no time can you have anyone move in or sublease this space; it is not yours, it is Foster Arizona's.
- vii. All participants assigned to an apartment will have peer accountability and understand that when one person breaks the rules all are in jeopardy. If you need assistance coming up with House Rules the FAHP Director will be glad to mediate and help.
- viii. Per (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 room mates at risk. Failure to report roommate violations is just as guilty as the person violating the policy.

- ix. Per (ARS § 13-3406) A person shall not knowingly: Possess or use a prescription-only drug unless the person obtains the prescription-only drug pursuant to a valid prescription from a prescriber who is licensed.

There is no using, selling or sharing prescription drugs allowed in FAHP. For the safety of all participants, all participants in possession of prescription-only medication(s) must advise FAHP of the possession and

must store the medication in your personal locked foot locker. Participants found in violation of prescription-only drug use, including sharing of personal prescriptions drugs, will be reported to the police. Participants found in violation of safe storage of prescription only drugs shall be found in violation of this agreement and will face further action from FAHP that may include removal from the housing program.

- x. Per (ARS § 13-3408) A person shall not knowingly; Possess or use narcotic drugs, possess a narcotic drug for sale, possess equipment or chemicals, or both, for the purpose of manufacturing a narcotic drug by fraud, deceit, misrepresentation or subterfuge, transport for sale, import into this state, offer to transport for sale or import into this state, sell, transfer or offer to sell or transfer a narcotic drug.

If you are found in violation of any of the above, FAHP will report to the police and the participant may be removed from FAHP program. Failure to report roommates for violation of any of the above makes you complicit and FAHP will hold you in violation.

- xi. Per (ARS § 13-3415) It is unlawful for any person to use, or to possess with intent to use, drug paraphernalia to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, re-pack, store, contain, conceal, inject, ingest, inhale, or otherwise introduce into the human body a drug in violation of this chapter. Any person who violates this subsection is guilty of a class 6 felony. It is unlawful for any person to deliver, possess with intent to deliver or manufacture with intent to deliver drug paraphernalia knowingly, or under circumstances where one reasonably should know, that it will be used to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale, or otherwise introduce into the human body a drug in violation of this chapter. Any person who violates this subsection is guilty of a class 6 felony. It is unlawful for a person to place in a newspaper, magazine, handbill or other publication any advertisement knowingly, or under circumstance where one reasonably should know, that the purpose of the advertisement, in whole or in part, is to promote the sale of objects designed or intended for use as drug paraphernalia. Any person who violates this subsection is guilty of a class 6 felony.

It is a Class 6 Felony to possess drug paraphernalia and if you found in violation of any of the above FAHP will report to the police and the participant may be removed from the FAHP program. Failure to report roommates for violations of any of the above makes you complicit and FAHP will hold you in violation.

- xii. Per (ARS 4-244.9) It is unlawful for a licensee or other person to sell, furnish, dispose of or give, or cause to be sold, furnished, disposed of or

given, to a person under the legal drinking age or for a person under the legal drinking age to buy, receive, have in the person's possession or consume spirituous liquor.

Possession of Alcohol under the age of 21 is illegal. Participants 21 and older will be held responsible for contributing to the delinquency of minors. FAHP is Alcohol free and there will be no alcohol on the premises. If you are found in violation of any of the above, FAHP will report to the police and the participant may be removed from FAHP. Failure to report roommates for violation of any of the above makes you complicit and FAHP will hold you in violation.

- 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. Participants are always expected to comply with the requests of others to reduce noise levels.
- c. Failure to Comply – Participants are required to comply with directions of FAHP staff and volunteer team (such as Executive Director, Housing Director, Mentors, Maintenance, etc.) while in the performance of their duties. Resisting or interfering while in the performance of their duties is prohibited.

4. Facilities Regulations

- a. Weapons - Possession or unauthorized use of firearms or replicas, ammunition, knives, potentially dangerous sporting equipment (including but not limited to pellet guns, paint guns, sling shots, air soft guns, swords, foils, archery equipment), or other weapons deemed by law enforcement to be a deadly instrument is prohibited within housing.
- b. Pets – Pets visiting or otherwise are not permitted in housing. Service animals must be authorized in advance by FAHP and are only permitted in housing with leases that allow pets. Currently all FAHP leases are no pet leases.
- c. Smoking – All FAHP units are non-smoking. Any Participant found in violation will be held responsible for all fees associated with returning apartment to the previous state. If you smoke, it must be outside, and you are responsible to remove all evidence of smoking. Do not leave cigarette buds 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. Participant will be held responsible for all costs associated with damages to property.

e. 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 facility. These include but are not limited to the following:

1. Firecrackers
2. Bottle rockets
3. Combustible decorations
4. Gasoline
5. Vehicle batteries
6. Unauthorized pesticides

ii. The following constitutes a list of violations that could result in prosecution and/or fines.

1. Tampering or damaging fire equipment.
2. Intentionally or negligently causing and/or creating a fire, explosion, or release of poisonous gas or any fumes that cause an alarm to sound.
3. Possessing or storing gasoline, fireworks and/or combustible decorations and chemicals.
4. Starting a fire anywhere on the property is strictly prohibited. You may BBQ if in a properly maintained BBQ grill.

f. 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. Theft of FAHP property will be reported to eh police.

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. Failure to pay the fines may result in removal from FAHP program.
 - g. At move-out Participants are responsible for returning their house key, mail key, and any additional program related property upon vacating housing and making sure all participation fees are up to date.
 - h. 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. If you forget your code; call the Housing Director.
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 removal from the FAHP and/or Keys to Success Program.
 - i. Abusive language towards a FAHP member, volunteer, neighbor, or another Participant is prohibited.
 - ii. 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 a FAHP Mentor while under the influence of drugs or alcohol. The use of marijuana in FAHP housing facilities or property, including medicinal, is prohibited. In addition, the use of any prescribed medication or over the counter drugs in an abusive manner is prohibited.
 - iii. Possession or use of drug-related paraphernalia is prohibited.
 - iv. Violation of any other regulation while under the influence of a controlled substance is considered an additional infraction of FAHP.

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.

- v. 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.
- vi. Discourtesy or rudeness to a fellow Participant, neighbor, staff member, volunteer, or person is prohibited.
- vii. Verbal, physical or visual harassment of another Participant, neighbor, staff member, volunteer, or person is prohibited.
- viii. Actual or threatened violence toward any individual or group. 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. This includes but is not limited to physical harm or threat of physical harm to any person and/or to self.
- ix. Conduct endangering the life, safety, health or well-being of others and/or to self is prohibited.
- x. Encouraging or permitting other Participants to commit a commission of misconduct is prohibited. Participants are expected to notify a FAHP representative of misconduct and remove themselves from the situation.
- xi. Bullying or taking unfair advantage of any Participant, staff member, volunteer, or person is prohibited.
- xii. Failing to cooperate with an adult, landlord, supervisor, leader, maintenance, or mentor is prohibited.
- xiii. Failing to attend scheduled meetings with Keys to Success or other agency Team 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.
- xv. Failure to notify FAHP Director of any portion of the residence needing repair is prohibited.
- xvi. Violation of any of the lease terms between FAHP and landlord is prohibited.
- xvii. 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.

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 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.

DATE: _____

Foster Arizona
A 501(c)3 Charitable Organization

By: _____
FAHP staff or volunteer reading agreement

Participant:

By: _____
[Participant], an individual, signature

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