



Hope Family Housing Rental Agreement and Facility Rules & Guidelines

Updated 7-5-2008

This agreement is made and entered into between the **Orange County Rescue Mission** (hereinafter named "**OCRM**") and (names of all adult Residents and names and ages of children to reside on the premises):

Name of Resident: _____ M ___ F___ Birth Date: _____
Name of Resident: _____ M ___ F___ Birth Date: _____
Name of Resident: _____ M ___ F___ Birth Date: _____
Name of Resident: _____ M ___ F___ Birth Date: _____
Name of Resident: _____ M ___ F___ Birth Date: _____
Name of Resident: _____ M ___ F___ Birth Date: _____
Name of Resident: _____ M ___ F___ Birth Date: _____

The usages of the word Resident as used herein shall each include the singular as well as the plural. Subject to the terms and conditions below, OCRM rents to Resident, and Resident rents from OCRM, for residential purposes only, the premises known as Hope Family Housing, at the following address _____ in the city of Orange, State of California.

OCRM and Resident mutually agree as follows:

TERM: The term of the rental shall begin on _____, and shall continue on a month-to-month totaling no longer than 24 months subject to the payment of rent for one month on a month-to-month basis, the residency terminable by OCRM or Resident by the giving of 30 days written notice to the other (a month-to-month rental agreement).

RENT: Resident shall pay to OCRM the Monthly rent of \$ _____, in advance on or before the 3rd day each month without deduction or offset and must be made by personal check or money order. On signing this Agreement Resident shall pay one full month's rent in the form of a cashier's check or money order only. The rent for the partial month's period shall be prorated on the basis of a 30-day month and shall be paid on or before the next rental due date. Thereafter all rent and utility payments must be made by personal check or money order. Non payment or multiple late payments of rent will adversely impact Resident's eligibility to remain in program and/or length of stay in program.

SECURITY DEPOSIT: On signing this Agreement, Resident shall pay to OCRM the sum of no less than \$250.00 as a deposit to secure Resident's performance of the agreements contained herein.

No part of this deposit is to be considered as an advance payment of rent, including last month's rent, nor is it to be used or refunded prior to the leased premises being permanently and totally vacated by all Residents. After Resident has vacated the premises, OCRM shall furnish Resident with an itemized written statement of the basis for, and the amount of, any of the security deposit retained by OCRM. OCRM may withhold only that portion of Resident's security deposit necessary (a) to remedy any default by Resident in the payment of rent or any other provision of this Agreement, (b) to repair damages to the premises, to include repainting, but exclusive of ordinary wear and tear, and (c) to remove trash and clean the premises to meet OCRM's re-rental standards, as provided by law. The unused portion of this deposit shall be returned to Resident without interest, according to law.

UTILITIES: Resident shall pay for all utilities, services, and charges, except water and trash pickup. Utility payments must be made by personal check or money order to the OCRM and payments over 3 days late will be subject to a \$25.00 late fee. Multiple late payments or non-payment of utilities will adversely impact Resident's eligibility to remain in program and or length of stay in program.

OCCUPANCY: Resident agrees that the premises are to be used as a private residence for Residents listed herein for a total of ___ adults and ___ child/children and by no other persons and for no other reason. Overnight guests must be pre-approved in writing by OCRM and **may stay a limit of 2 nights within a 30 day period (unless prior permission has been given by the facility manager).**

LATE CHARGE / RETURNED CHECKS: Resident acknowledges that OCRM will incur certain administrative costs in connection with late Rental payment, and that the amount of such administrative costs would be difficult or impracticable to ascertain. If Resident fails to pay the rent in full by the end of the 3rd day after it is due, Resident shall pay a late charge of \$25.00 as additional rent. If OCRM elects to accept rent after the tenth day after it is due, payment in a form other than by personal check may be required. OCRM does not waive the right to insist on payment of rent in full on the day it is due. In the event Resident's check is dishonored by the bank, Resident shall pay a returned check charge of \$25.00 as additional rent. A late charge will be imposed if the returned check causes the rent to be late. This means a total of \$50.00 in late fees could apply. OCRM may require future payments to be in a form other than a personal check in the event of a returned check.

ACCEPTANCE OF PREMISES: Resident has inspected the premises, furnishings, and equipment, and has found them to be satisfactory. All plumbing, heating, and electrical systems are operative and deemed satisfactory.

POSSESSION OF PREMISES: In the event OCRM is unable to deliver possession of the premises to the Resident for any reason not within OCRM's control, including, but not limited to failure of prior occupants to vacate as agreed or required by law, OCRM shall not be liable to Resident except for the return of all sums previously paid to OCRM in the event Resident chooses to terminate this Rental Agreement.

PETS, WATER-FILLED FURNITURE, ANTENNAS AND/OR SATELLITE DISHES: No animal, pet, antenna/satellite dish or water-filled furniture shall be kept on or about the premises.

SECURITY: Resident acknowledges that OCRM has made no representation that the property is a "secure" complex, and that Resident is safe from theft, injury, or damage. Gates, fences and locks are provided primarily for the protection of OCRM's property and are not a warranty of protection nor are they specifically provided for the protection of Resident or guest's person or property. Residents shall take appropriate measures to protect their own property, and report to the Police any suspicious activities, persons, or events occurring on or about the general premises.

QUIET ENJOYMENT / USE: All residents shall be entitled to quiet enjoyment of the premises. Resident shall not use the premises in such a way as to violate any law or ordinance, commit waste or nuisance, annoy, disturb, inconvenience, or interfere with the quiet enjoyment of any other resident, including, but not limited to, having loud or late parties or playing loud music. Residents shall ensure that their guests also comply with this provision. Violations constitute a breach of the Agreement and OCRM may take legal action to terminate the Agreement and remove a Resident.

JOINT AND SEVERAL LIABILITIES (CO-RESIDENT): If more than one Resident enters into this Agreement ("roommates"), the obligations are joint and several; each such Resident is individually, as well as jointly liable for full performance of all agreed terms and payment of all sums required hereunder as long as anyone of the Residents remains in possession of the premises. Any breach or abandonment by anyone or more of the Residents shall not terminate the Agreement nor shall it relieve the remaining Resident from fulfilling the terms of the Agreement. Should one or more of the Residents terminate their residency apart and separately from other Resident, no right to have another person substituted in their stead shall exist.

CARE AND MAINTENANCE: Resident agrees to keep the premises clean, in good order and repair, and free of trash, mold, mildew, and unsightly material and to immediately notify OCRM, in writing, of any defects or dangerous conditions in or about the premises, particularly any water penetration. Resident shall reimburse OCRM for the cost to repair any damage by Resident through misuse or neglect including but not limited to plumbing stoppages. Except as provided by law, no repairs, decorating or alterations shall be done by the Resident without OCRM's prior written consent.

RIGHT OF ENTRY: OCRM's staff, namely the Facility Manager and/or Case Manager, shall have the right to enter the premises for purposes of performing inspections; to make necessary or agreed repairs, alterations, or improvements; supplying agreed services; to exhibit the property to prospective residents; when the Resident has abandoned or surrendered the premises; in case of emergency; and pursuant to court order or state law. Except in cases of emergency, OCRM shall give Resident reasonable notice of intent to enter. Resident may be present, however such entry shall not be conditioned upon such presence, and Resident agrees to indemnify and hold OCRM free and harmless for such entry.

VEHICLES AND PARKING: OCRM reserves the right to control parking and to tow away, at Resident's expense, any vehicle causing an unsafe/hazardous condition or parked in unauthorized spaces. No automobile or other motor-driven vehicle or cycle may be brought onto the premises unless such vehicle complies with governmental noise limitations, is free of any leaking fluids, insured for public liability/property damage, operable, and currently registered.

SUBLEASING / ASSIGNMENT: Resident shall not sublease any part of the premises or assign this Agreement without the prior written consent of OCRM. Any such action, without prior written consent, is void. Resident shall not operate any type of commercial business on the premises.

PEST CONTROL: Upon demand by OCRM, Residents shall temporarily vacate the premises for a reasonable period of time to allow pest or vermin control work to be done. Resident shall comply with all instructions, forthwith, from pest controller, fumigator and/or exterminator regarding the preparation of the premises for the work, including the proper bagging and storage of food, perishables and medicine.

LIABILITY / DAMAGE RESPONSIBILITY: Resident agrees to hold OCRM harmless from all claims of loss or damage to property, and of injury or death to persons caused by the intentional acts or negligence of the Resident, his/her guest or invitees, or occurring on the premises rented for Resident's exclusive use. Resident expressly absolves OCRM from any and all liability for any loss or damage to Resident's property or effects arising out of water leakage, or breaking pipes, or theft, or other cause beyond the reasonable control of OCRM. This includes damage to Resident's or guest's vehicles while parked on the property. In the event the premises are damaged by fire or other casualty, OCRM shall have the option either to (1) repair such damage, this Agreement continuing in full force and effect or (2) give notice to Resident terminating this Agreement. OCRM shall not be required to repair or replace any property brought onto the premises by Resident. Resident agrees to accept financial responsibility for any damage to the premises from fire, water, or casualty caused by Resident's negligence. Residents are encouraged to carry a standard renter's policy or, as an alternative, warrant that they will be financially responsible for losses not covered by OCRM's fire and extended coverage insurance policy. In no event shall Resident be entitled to any compensation or damage due to any extra expense, annoyance, or inconvenience for loss of use due to a casualty beyond the control of OCRM.

TERMINATION: CLEANING / REPAIRS: Upon termination of the tenancy, Resident shall leave the premises in a clean and orderly condition, free of trash and personal property. If this is not done, Resident expressly agrees that OCRM shall perform all cleaning services, including carpet cleaning and/or repair, which may be required at OCRM's discretion to restore the premises to OCRM's standards for new occupancy. The costs incurred by OCRM for such services shall be deducted from Resident's security deposit. If OCRM is required to perform any repair or renovation as a result of Resident's decorations, modification, or damage, regardless of the cause, the cost of such repair and/or renovation shall be deducted from Resident's security deposit. In the event the deposit is not sufficient to pay all the lawful expenses and charges at the termination of this residency, Resident shall immediately, upon written notice, pay OCRM any additional sums necessary to pay all such charges in full.

RULES AND REGULATIONS: Resident acknowledges receipt of, and has read a copy of the Hope Family Housing Program and Facility Rules/Guidelines, which are hereby incorporated into this Agreement by this reference. OCRM may terminate this Agreement, as provided by law, if any of these Rules/Guidelines are violated. Such Rules/Guidelines may be amended from time to time upon giving notice to Resident. Upon termination of this Agreement, resident and family will vacate their unit by the next Sunday evening. If the property is located within a common interest development, Resident agrees to comply with and abide by any Declaration of Covenants, Conditions, and Restrictions (CC & R's) and Association Rules and Regulations. A copy of these documents (if applicable) is made a part of this Agreement. Resident shall comply with any valid order of the Association and shall pay to OCRM any charge assessed by reason of Resident's breach.

SMOKE DETECTION DEVICE: The premises are equipped with a smoke detection device(s), and: (a) Resident acknowledges the smoke detector(s) was tested and its operation explained by management, in the presence of Resident at time of initial occupancy, and the detector(s) in the unit was working properly at the time, (b) Resident shall test the smoke detector at least once a week to determine if the smoke detector(s) is operating properly, and immediately inform OCRM, in writing, of any malfunction.

TERMINATION / HOLDING OVER: If this Agreement is on a month-to-month basis, at least 30 days written notice must be given to OCRM if Resident intends to vacate the premises. If this Agreement is a Fixed Term Lease, it shall automatically convert to a month-to-month basis upon the expiration date of the Fixed Term Lease. Either party may terminate the Fixed Term Lease on or after the expiration date by at least 30 days written notice. In the absence of any written communication between the parties, the residency shall continue on a month-to-month basis including any changes, i.e. rent adjustments, having been made by OCRM with proper written notice.

DEFAULT: In the event of a default by Resident, OCRM may elect to (a) continue the lease in effect and enforce all its rights and remedies hereunder, including the right to recover the rent as it becomes due, or (b) at any time terminate all of Resident's rights hereunder, and recover from Resident all damages it may incur by reason of the breach of the lease, including the cost of recovering the premises, and including the worth at the time of such termination, or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the Resident proves could be reasonably avoided, and any other damages as provided by law. Pursuant to CC1785.26 Resident is hereby notified that a negative credit report reflecting on Resident's credit record may be submitted to a credit reporting agency if Resident fails to fulfill the terms of the Rental Agreement. All remedies provided herein are cumulative.

ARBITRATION OF PERSONAL INJURY DISPUTES: ANY DISPUTE BETWEEN THE PARTIES RELATING TO A CLAIM FOR PERSONAL INJURY, DIRECTLY OR INDIRECTLY RELATING TO, OR ARISING FROM, THE CONDITION OF THE LEASED PREMISES, OR THE DUPLEX COMMUNITY, SHALL BE RESOLVED SOLELY BY ARBITRATION CONDUCTED BY THE STRAUS INSTITUTE FOR DISPUTE RESOLUTION, PEPPERDINE UNIVERSITY MALIBU, CALIFORNIA. Any such arbitration shall be held and conducted in the city in which the premises are located before three arbitrators, who shall be selected by mutual agreement of the parties. If agreement is not reached on the selection of the arbitrators within 15 days, then such arbitrators shall be appointed by the presiding judge of the Superior Court of the county in which the arbitration is to be conducted. The provisions of the Straus Institute for Dispute Resolution shall apply and govern such

arbitration, subject, however, to the following: a) Any demand for arbitration shall be in writing and must be made within 180 days after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such a matter would be barred by the applicable statute of limitations: b) The arbitrators' jurisdiction extends to all punitive damage claims and class actions: c) Any costs or expenses incurred as a result of such mediation and arbitration proceedings shall be borne as determined by the arbitrators: d) All administrative fees and costs, including but not limited to the arbitrators' fees relative to the arbitration process shall be borne equally by both OCRM and Resident, and all such fees and costs must be advanced prior to the arbitration: e) The decision of the arbitrators shall be final, and judgment may be entered on it in accordance with applicable law. Nothing in this section shall be deemed to limit OCRM's rights in the event of Resident's breach or default under this agreement, including without limitation OCRM's right to bring an action for Unlawful Detainer under the laws of the State of California. In the event of any dispute or controversy between the parties regarding any rights or obligations of the parties hereunder, the parties hereby agree to submit the matter in dispute to binding mediation and arbitration through the Straus Institute for Dispute Resolution, Pepperdine University Malibu, California. Any such mediation and arbitration shall be demanded by written notice to the other party and to the Straus Institute For Dispute Resolution, Pepperdine University School of Law, Malibu, California 90263 (Telephone: 310-456-4655).

ATTORNEYS' FEES / WAIVER OF JURY TRIAL: If any legal action or proceeding is brought by either party to enforce any part of this Agreement, the prevailing party shall recover, in addition to all other relief, reasonable costs and attorneys' fees, whether or not the action proceeds to judgment. If a legal action or proceeding is brought to enforce any of the obligations of this Agreement, the parties agree that the reasonable attorneys' fees to be awarded shall not exceed \$500 to the prevailing party in any action or proceeding. In no instance shall this provision limit the court from awarding additional sanctions pursuant to the Code of Civil Procedure or the Californian Rules of Court. **RECOGNIZING THAT JURY TRIALS ARE BOTH TIME CONSUMING AND EXPENSIVE, OWNER AND RESIDENT HEREBY WAIVE THEIR RIGHT TO A TRIAL BY JURY ON ANY MATTER ARISING OUT OF THIS AGREEMENT, OR THE USE, OR THE OCCUPANCY OF THE PREMISES HEREIN.** The California Department of Justice, sheriffs departments, police departments serving jurisdictions of 100,000 or more and many other local law enforcement authorities maintain for public access a data base of the location of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The data base is updated on a quarterly basis and a source of information about the presence of the individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.

GENERAL: Each and every term, covenant, and agreement herein contained shall be deemed a condition hereof. No oral agreements have been entered into, and the Agreement shall not be modified unless such modification is reduced to writing. Waiver of any breach of any term or condition of the Agreement shall not constitute a waiver of subsequent breaches. The invalidity or partial invalidity of any provision of this Agreement shall not render the remainder of the Agreement invalid or unenforceable. Time is of the essence in the Agreement and each provision herein contained. Words used in the singular shall include the plural, and vice versa, where the context requires. The breach of any of the covenants or terms of this Agreement shall be deemed to be a material and total breach of this entire Agreement and shall give rise to all rights of termination. This Agreement shall be binding upon and shall inure to the benefit of the heirs, administrators, successors, and assigns of all the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder.

In signing this agreement the parties hereto indicate that they have read and understand this entire agreement and agree to all the terms, covenants, and conditions stated therein. Resident acknowledges receipt of a copy of this agreement with all addenda.

Name of Adult: _____ Date: _____

Signature of Adult: _____

Name of Adult: _____ Date: _____

Signature of Adult: _____

OCRM Manager: _____ Date: _____

Addendum #1

Facility Rules & Guidelines

This section explaining facility rules and guidelines is addendum and part of the rental agreement between Owner (OCRM) and the Resident. New rules and regulations or amendments to these rules may be adopted by OCRM upon giving 30 days notice in writing. These rules and any changes or amendments have a legitimate purpose and are not intended to be arbitrary or serve as a substantial modification of resident rights. They will not be unequally enforced. Resident is responsible for the conduct of guests and the adherence to these rules and regulations at all times.

The following rules and guidelines ARE to be observed by the residents at the Hope Family Housing facility:

1. Residents will meet a minimum of twice a month with the facility manager to assess financial status including checking and savings account balances and debt reduction, frivolous spending and to discuss other programmatic issues.
2. Full compliance with assigned studies, counseling, training etc. (e.g. financial/ budget counseling, parenting classes, vocational training...)
3. Weapons such as knives, guns, martial arts weapons etc. are all prohibited on the premises.
4. Any possession or use of alcohol or illegal drugs is strictly prohibited by all members of the family, both on and off Hope family housing Property.
5. All prescription medication must be reported to the facility manager. A positive drug test will result in immediate termination of stay and resident will vacate the facility by the next Sunday at 5:00 pm.
6. Residents are required to submit to drug and alcohol testing on a random basis by the facility manager.
7. Smoking is not permitted anywhere on the premises.
8. Physical/sexual/verbal assault or abuse is a serious violation and is strictly prohibited.
9. Stealing is prohibited.
10. Gambling with money or possessions is strictly prohibited. This includes no buying of lottery tickets.
11. Residents will maintain interior and exterior of units at a reasonable standard of neatness and cleanliness, as determined by the manager.
12. Residents are required to adhere to healthy standards of personal hygiene, bathing, grooming and laundering.

13. Residents who miss 3 days of work or study due to illness must be evaluated by a physician.
14. Residents will demonstrate regular and timely attendance at their jobs and studies.
15. Personal vehicles:
 - a. No more than one vehicle per household. The vehicle must be parked in the enclosed garage.
 - b. All vehicles must be legally registered with the DMV and insured in the name of the Resident operating the vehicle (proof must be given to the facility manager).
 - c. All vehicles must be maintained in good operating condition; no Resident may keep a non-operational vehicle on or around the premises.
16. Guests:
 - a. All guests must be under the direct supervision of a responsible adult Resident.
 - b. Any overnight guests must be approved by the facility manager and visitation must comply with terms in rental agreement.
 - c. The approval of the facility manager is required for overnight absences or for children to spend the night in a unit other than the one in which they reside.
 - d. There is a limit of 14 guest nights in any six month period.

Noise and Conduct

1. Residents shall not make or allow any disturbing noises in the unit by Resident, family or guests, nor permit anything by such persons which will interfere with the rights, comforts or conveniences of other persons.
2. All musical instruments, televisions sets, stereos, radios, etc. are to be played at a volume which will not disturb other persons.
3. The activities and conduct of Resident, Resident's guests and minor children or Resident or guest outside of the unit on the common grounds, parking areas, or any recreational facilities must be reasonable at all times and not annoy or disturb other persons.
4. No lounging, visiting or loud talking, that may be disturbing to other Residents will be allowed in the common areas between the hours of 9:00 p.m. and 8:00 a.m. (9:00 a.m. on weekends and holidays).

Parents and Children

1. Parents may not leave children 11 years old or younger home alone and must receive written authorization from the Manager to leave children 12 years old and older home alone.
2. Parents will assume responsibility for their children's activity in common areas such as the yards, play areas and walkways in the front and rear of property.
3. All children's outdoor play activity (bike riding, playground use etc.) must end by 7:00 p.m. on nights when there is school the next day and 8:00 p.m. on all other nights.

4. It is expected that parents will provide appropriate levels of loving support, discipline and supervision to their children at all times and agree to be held accountable for the same by the facility manager and/or other representatives of the OCRM.

Guests and Hours

1. All overnight guests over the age of 18 must have a background check done before staying on property.
2. Residents must notify the facility manager of overnight guests at least 48 hours prior to their stay.
3. Overnight guests are limited to those of the same gender as the Resident. Exceptions may be made for immediate family members such as parents, siblings or children.
4. Residents must notify the facility manager in advance if they or their children will be absent from the facility on a given night.
5. Non-residents may not stay in units during resident's absence except with the prior approval of the facility manager (i.e. resident's mother to stay with children while resident is out of town).

Cleanliness and Trash

1. The unit must be kept clean, sanitary and free from objectionable odors.
2. Residents shall assist management in keeping the outside and common areas clean.
3. Littering in any form is not allowed.
4. Trash or other materials may not be accumulated which will cause a hazard or be in violation of any health, fire or safety ordinance or regulation.
5. Garbage is to be placed inside the containers provided on a daily basis and containers placed on the street for collection on Thursday mornings. Containers must be put back in garage on same day.
6. Furniture must be kept inside the unit. Unsightly items must be kept out of vision.
7. Personal articles are not to be left in common areas.
8. Clothing, curtains, rugs, etc. shall not be shaken or hung outside of any window or ledge.

Safety

1. All doors must be locked during the absence of any Resident.
2. All appliances must be turned off before leaving the unit.

3. If someone is to enter Resident's unit during Resident's absence, Resident shall give Management permission beforehand to let any person in the unit. Management will provide the name of person or company entering unit.
4. The use or storage of gasoline, cleaning solvents or other combustibles in the unit is prohibited.
5. No personal belongings, including bicycles, play equipment or other items may be placed in the common areas around the buildings.
6. Children on the premises must be supervised by a responsible adult at all times.

Maintenance and Repairs

1. If the unit is supplied with smoke detection devices upon occupancy, it shall be the responsibility of the Resident to regularly test the detector(s) to ensure that the device(s) is in operable condition. The Resident will inform Management immediately in writing of any defect, malfunction or failure of such smoke detector(s). Resident is responsible to replace smoke detector batteries, if any, as needed unless otherwise provided by law.
2. Resident shall advise Management, in writing of any items requiring repair (dripping faucets, light switches, etc.). Notification should be immediate in an emergency or for normal problems within business hours. Repair requests should be made as soon as the defect is noted.
3. Service requests should not be made to Maintenance staff but to Facility Manager only.
4. Costs of repair or clearance of stoppages in waste pipes or drains, water pipes or plumbing fixtures are the responsibility of the Resident if inspection/investigation reveals willful and/or gross negligence on the part of Resident. Payment for corrective actions in these cases must be paid by Resident on demand.
5. No alterations or improvements shall be made by Resident without the consent of Management. Any article attached to the woodwork, walls, floors or ceilings shall be the sole responsibility of the Residents. Resident shall be liable for any repairs necessary during or after residency to restore premises to the original condition. Glue or tape shall not be used to affix pictures or decorations.

Assignments and Responsibilities

Resident assignments will fall within the parameters of the Hope Family Housing Rules & Guidelines, Rental Agreement and Program Contract and will include but not be limited to the following general assignments:

1. The general maintenance/upkeep of the unit in which the Resident lives; this includes but is not limited to cleanliness/reasonable orderliness of interior and immediate exterior of unit, personal belongs (toys, tools, gardening implement etc.) stored in the respective unit or garage and not left outside or in or near common areas; report any graffiti or other vandalism immediately to the manager.
2. Residents will be responsible for trash disposal as explained above.

3. The general “pickup” maintenance of common areas on a shared monthly rotating basis.
4. The general maintenance/upkeep of the landscaping including but not limited to the following assignments (on a shared rotating monthly basis) mowing and edging of the lawns, trimming of bushes and weed control.

Process for Transition

The process for transition will take into account factors that led to Resident’s inability to live independently including financial, parenting, educational, relational, vocational, addiction and other issues.

A combination of (1) assessing and remedying faults/weaknesses and (2) building strengths through identifying and meeting real-world expectations will be employed with the Residents.

They will be directed and equipped to begin planning from the outset of their residency in the Program to transition for a moderately-to-very “dependent” setting (the Program) to a setting characterized by independent living.

Process for Termination of Stay

This process will be outlined to the Residents as a part of their application process and as a requirement of their acceptance into the Program.

Per the Application for Residency, the Hope Family Housing Rules & Guidelines, the Rental Agreement and the Program Contract termination of stay will follow the guidelines set forth in these documents, whether termination of stay is due to (1) successful completion of the Program, (2) Resident’s decision to terminate stay before Program’s completion, or (3) **OCRM’s decision to terminate Resident’s stay due to a lack of compliance to Program rules and guidelines.**

If resident disagrees with termination of stay decision, resident agrees to move out of unit before mediation can take place.

In signing this agreement the parties hereto indicate that they have read and understand this entire agreement and agree to all the terms, covenants, and conditions stated therein. Resident acknowledges receipt of a copy of this agreement with all addenda.

Name of Adult: _____ Date: _____

Signature of Adult: _____

Name of Adult: _____ Date: _____

Signature of Adult: _____

OCRM Manager: _____ Date: _____

Addendum #2
Rent/Utility non-payment
Notice of consequences

Consider this a formal notice that if you are unable to pay your rent or utilities during any month while in the HFH Program, it is expected that you let the manager know as soon as possible via phone, email, or a letter by mail to OCRM's office.

The HFH Rental Agreement and Program Contract listed above in this document states that a late fee of \$25 will be charged if you do not pay rent on the first business day of each month. The last day that rent payment will be accepted and not counted as late is the 3rd business day of each month.

In the case that you are unable to pay the rent for more than three days past the regular monthly rent due date, you will be given a "3 Day Pay or Quit Notice." This notice will give you three non-negotiable options:

1. The first option is for you to develop a written "Action Plan" where you will explain how you will pay the rent/utility that is due and consistently pay rent for the term of your stay. This Action Plan must include timelines and must be submitted to the HFH Manager within two days of receiving the 3 Day Pay or Quit Notice. If an action plan is not submitted, the eviction process will begin. In your action plan, you will need to state which option you will choose if your action plan is denied: option 2 or 3. We will approve or deny the plan within 3 business days after you submit the plan. If approved, it is expected that you completely follow the plan or risk eviction.
2. The second option is for you to vacate the unit no later than the first Sunday by 5:00 pm after the 3 Day Pay or Quit letter is issued. We will use your deposit to pay for cleaning your apartment as well as pay for any unpaid rent. If you elect moving out on or before the first Sunday, OCRM will pay for one week's rent at a local motel of our choice. We will not pursue you legally for any damages, unpaid rent or utilities, and any other expenses related to your stay at HFH.
3. The final option is that if you do not choose one of the first two alternatives, the Orange County Rescue Mission will start the eviction process. In addition, OCRM will legally pursue all owed monies from unpaid rent or utilities, damages, and other expenses related to your stay at HFH. OCRM will also report a negative eviction on your credit to the top 3 crediting agencies which can possibly result in your denial of accessing other permanent housing, car loans, jobs, etc.

It is our hope that HFH assists your family to become successful, but this would require good communication, compliance with HFH Rental Agreement and Program Contracts, and respect for one another.

In signing this agreement the parties hereto indicate that they have read and understand this entire agreement and agree to all the terms, covenants, and conditions stated therein. Resident acknowledges receipt of a copy of this agreement with all addenda.

Name of Adult: _____ Date: _____

Signature of Adult: _____

Name of Adult: _____ Date: _____

Signature of Adult: _____

OCRM Manager: _____ Date: _____