



## Residency Agreement

Resident Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

The undersigned (Resident) is entering a Residency Agreement with **The Walking Sober House** and acknowledges and understands that they are entering into an alcohol and drug free shared housing property. Due to the specific nature of sober living homes as defined by the Federal Fair Housing Act, the Resident understands that they are residing in the capacity of shared housing and not as a tenant, and as such, has NO rights to possession of housing space exclusively and NO rights to normal due process afforded by other local landlord- tenant laws.

The Resident agrees to be drug and alcohol free while residing at **The Walking Sober House**. The Resident agrees to participate in and abide by **The Walking Sober House** rules and house policies and procedures. These rules and policies have been set forth by **The Walking Sober House** to maintain a clean, safe, and healthy living environment for those in recovery and those who are committed to change their lifestyles and transition back into society. Non-compliance with one or more of these house rules and policies may result in disciplinary procedure or in immediate termination of this Residency Agreement and the resident vacating the shared accommodation at **The Walking Sober House**.

*This Residency Agreement entered on this \_\_\_\_\_ day of \_\_\_\_\_ between **The Walking Sober House** and \_\_\_\_\_ (Resident name), regarding sober living residency at **The Walking Sober House** requires that the resident read, understand and abide by **The Walking Sober House** policies and procedures provided to them AND that the Resident read, understand and abide by **The Walking Sober House** rules, zero tolerance policy and resident's financial responsibility as follows:*

### **The Walking Sober House Rules:**

Any Resident found to be in violation of house rules is subject to disciplinary procedures or termination as defined in **The Walking Sober House** policies and procedures. **The Walking Sober House** rules are listed below:

1. Residents may NOT be in possession, distribute, sell, or use any beverages containing alcohol, unprescribed medications, recreational drugs (legal or illegal), or illicit drugs or drug-related paraphernalia on or off **The Walking Sober House** premises or in personal vehicles.
2. Residents may NOT be in possession of ANY type of weapon or firearms.
3. Residents may NOT share or receive prescribed medications, over-the-counter medications, or supplements, and must report all prescribed medication to Facility Manager. Resident must use prescribed medication as directed by prescriber.

4. Except when in use, all medications (including prescribed, unprescribed and supplements) must be stored in a lockbox. Residents must be capable of maintaining and administering their own medications. All medications are reported to the Facility Manager and logged in the medical log.
5. Residents are required to report suspicion of alcohol and/or drug use by fellow residents.
6. Residents are required to report all contact with law enforcement to **The Walking Sober House** staff and/or the Facility Manager.
7. Residents are required to submit to random alcohol and drug testing including breathalyzers, either with or without cause.
8. Residents may NOT threaten either verbal or physical, or perform acts of violence towards self, fellow residents, staff, visitors, or neighbors. Suicide attempts or verbal intent will result in immediate termination of the Resident and referral to a different facility.
9. Residents may NOT have sexual relations with fellow residents, visitors, or staff of **The Walking Sober House**, on the grounds or in personal vehicles.
10. Residents may NOT destroy or alter the physical construction of **The Walking Sober House** and its grounds, including interior walls, and will not tamper with cameras, fire, smoke, or CO2 detectors.
11. Residents may not lie, either on Resident's intake paperwork or otherwise, steal, or engage in criminal activity.
12. Residents of **The Walking Sober House** must be engaged in thirty hours (30) or more of employment, education, active job search, treatment or other approved daily activities conducive to the recovery process.
13. Residents must participate in 5 hours of Life Skills offered onsite each week.
14. Residents are required to attend three (3) Alcoholics Anonymous or Narcotics Anonymous meetings per week.
15. Residents are required to attend once a week house meeting which are conducted by the Facility Manager or staff designee. Residents must complete and follow their weekly schedule as submitted to and approved by the Facility Manager or staff designee.
16. Residents are required to pay Program Fees on time.
17. Residents are required to abide by **The Walking Sober House** curfew of 10:00 p.m. nightly, unless approved under their weekly schedule.
18. Residents must sign-out and sign-in when leaving from and returning to **The Walking Sober House** and indicate destination. Overnight leave requests must be pre-approved by the Facility Manager 3 days in advance.
19. Residents are required to always maintain clean and hazard-free living areas. Bedrooms must be kept neat, beds made, rugs vacuumed, bathroom and kitchen areas cleaned and straightened up properly after each use, all trash disposed of in a timely manner, backyard, and grounds free of clutter and trash, the lawn weeded and mowed, winter preparations and maintenance such as salting and shoveling pathways, house entrance, steps and parking areas, putting away outdoor furnishings and gear.
20. Residents are provided a bed, all bedding and towels, and a closet and/or personal dresser. Each resident can bring personal possessions that fit in their personal space including photos and knickknacks to display on the dresser. Residents are responsible for their own personal valuables.

21. Facility Manager and **The Walking Sober House** will not be held responsible for lost, damaged, or stolen belongings of any resident, visitor, or guest.
22. Residents are required to complete their daily chore assignments. Residents are also mandated to participate in weekly and once-monthly general cleaning assignments as directed by Facility Manager.
23. Residents are responsible for purchasing their own food other than what is provided as part of the program. Food and drinks are permitted in the kitchen/dining areas but must be cleaned and dishes put away immediately after use. No food in bedrooms, living room or recreation room.
24. To operate and/or park a motor vehicle while residing at **The Walking Sober House**, Residents must provide a valid driver's license, current proof of insurance and current registration. Copies need to be on file with the Facility Manager. There will be no storage of inoperable vehicles on the premises or residential streets and all vehicle maintenance must be performed off premises and residential streets, otherwise, they will be towed at the Resident's expense.
25. Bikes and other modes of transportation must be stored in the appropriate locations and security for these are the responsibility of the Resident.
26. There will be no congregating or loitering outside the front or back of the home or on the street surrounding the house, no loud music or loud discussions, no inappropriate language or inappropriate dress is allowed. Residents must be respectful and courteous to neighbors at all times.
27. Residents will refrain from parking in front of neighbors' houses and will instead use the designated parking spaces surrounding the property or park off site at The Walker Center at 605 11<sup>th</sup> Ave, E., Gooding, Idaho 83330.
28. Residents are required to volunteer in neighborhood and community activities to foster good relations with the neighbors. A minimum of 5 hours per month is required.
29. Residents are required to attend to appropriate personal hygiene needs daily.
30. Gambling is not allowed on **The Walking Sober House** property. This includes but is not limited to casino-style card games, dice games, electronic games, and any form of lottery, bingo, betting, or wagering.
31. No pornography is permitted in **The Walking Sober House** including sexually explicit materials, child pornography or violent sexually specific materials. If such material is found during random search, it will be confiscated and destroyed or turned over to the police for investigation. The offender may be subject to corrective discipline up to immediate termination from **The Walking Sober House**.
32. Residents or staff are not permitted to share clothing, personal property, loan money, and/or drive another Resident's vehicles, including bikes.
33. Residents agree to random searches of personal property, bedrooms, common areas, and personal vehicles. **The Walking Sober House** has an open-door policy with Law Enforcement probation/parole and court service programs.
34. Resident is allowed in own Resident's room. Do not go into another Resident's room.
35. Residents are not allowed in hallway of the unassigned room section.
36. Residents must be dressed and groomed in a manner that is appropriate. Shirts, pants, appropriate shorts, and shoes or slippers must be worn at all times in the residence.

37. Residents may have electronic devices however, they are NOT to be used during group meetings, they may NOT be played loudly anytime, anywhere in the house and property, and must be on headphones after 10:00 PM with low light screens to avoid disturbing roommates.
38. Residents may NOT have personal TVs. **The Walking Sober House** will provide TVs for use in the common areas. The use of PlayStation, Xbox and other gaming systems are permitted in the common areas.
39. Residents may use **The Walking Sober House** computer and printer limited to 30 minutes in consideration of housemates.
40. The use of ALL tobacco products are prohibited inside the house. However, it is permitted in designated areas. Dispose of butts and all tobacco refuse properly.
41. Residents are accountable for their time away from the house and must notify the Facility Manager of any changes in their schedule.
42. Residents are not permitted to have any pets while at **The Walking Sober House** and no pets shall "visit" the property.
43. Visitors are allowed on Saturdays and Sundays between 12PM to 8PM. Visitors must sign in and are allowed only in common areas or grounds of **The Walking Sober House**. Visitors must abide by the house rules.
44. No persons other than the Residents may establish residency without prior written permission from the Facility Manager.
45. Residents must always accompany a visitor while on the premises and will be held responsible and liable for the acts of their visitors/ guests.
46. No overnight guests of any kind are permitted.
47. Residents are required to familiarize themselves with Emergency Evacuation Procedures provided in the hallway and exits of the house.
48. Residents may NOT burn candles, incense or anything that could pose a fire risk to **The Walking Sober House** or property.
49. The use of alarm clocks, cellphone chargers, electric shavers/razors, or hair styling items are permitted. All hair styling items shall be unplugged and stored appropriately when not in use. All other electrical devices MUST be approved by the Facility Manager.
50. Residents are required to report all equipment malfunctions to **The Walking Sober House** staff and/or Facility Manager immediately, including appliances, window, electrical outlets, cable, doors, etc.
51. Residents are required to report any noticed damage to the exterior or interior of the house and grounds to **The Walking Sober House** staff and/or the Facility Manager immediately.
52. Residents are required to report any unsafe conditions to **The Walking Sober House** staff and/or the Facility Manager immediately.
53. No locks shall be changed or added in any way, to any door, except with prior written consent of Facility Manager.
54. **The Walking Sober House** strongly recommends that Residents obtain personal insurance and personal liability insurance.
55. Residents shall not mar walls, ceilings, or woodwork by driving nails, tacks, or screws or by otherwise defacing the same, except for standard picture hooks or straight pins. No alterations, additions, or improvements shall be made on the premises without the prior written consent of the Facility Manager.

56. Residents understand that cameras for the purpose of monitoring and safety are located at all entrances, in all common living areas, in both men's and women's hallways, outside the building, and in staff office. No Cameras are in any bedrooms, bathrooms, or shower areas. Cameras can record video and audio.
57. The Facility Manager reserves the right to change or modify one or more of these rules and regulations, at any time, and to make and enforce such other reasonable rules and regulations in Facility Manager's judgement which may be deemed advisable to promote the safety, care, and cleanliness of the premises and for preservation of good order.

**I have read, understand, and agree to follow all *The Walking Sober House* rules defined above.**

\_\_\_\_\_ (initials)

#### Zero-Tolerance Policy

Residents of ***The Walking Sober House*** behaving in any of the following ways will, without exception, be immediately terminated from ***The Walking Sober House*** and such acts can/will be reported to the local law enforcement agencies immediately. Please read and initial each point below to indicate your understanding and agreement:

\_\_\_\_\_ 1. Being in possession, selling, sharing, or using ANY beverage containing alcohol (including mouth wash), unprescribed medications, recreational drugs (legal or illegal), or illicit drugs or drug-related paraphernalia on or off premises, including Spice, Kratom, bath salts and all designer drugs. Sharing or receiving prescribed medication, over-the-counter medications, or supplements from another person. (Note: Resident must report all prescribed medication, over-the-counter medications, and supplements to Facility Manager. Resident must use prescribed medication as directed by prescriber.)

\_\_\_\_\_ 2. Being in possession of ANY type of weapons or firearms in ***The Walking Sober House***, grounds, and in Resident's vehicle parked on the premises or on residential streets.

\_\_\_\_\_ 3. Failed drug screens due to prescribed medications not previously reported by the Resident and not logged in the Medication Log by Facility Manager.

\_\_\_\_\_ 4. Protecting or knowing a fellow Resident is drinking or using and failure to report this to the Facility Manager.

\_\_\_\_\_ 5. Refusing to submit to a urinalysis or breathalyzer test when asked.

\_\_\_\_\_ 6. Positive results from random alcohol and drug screening including breathalyzer.

\_\_\_\_\_ 7. Violence in any way toward staff, self, residents, visitors, and neighbors including open or subtle hints of intimidation or violence, verbal, or physical acts of violence. Suicide attempts or verbal intent will result in immediate discharge and referral to a different facility.

\_\_\_\_\_ 8. Having sexual relations with residents, visitors, volunteers, or staff of ***The Walking Sober House*** including flirting, sexual remarks, sexual harassment, romantic involvement or sexual acting out with another resident, visitor, volunteer or staff in ***The Walking Sober House*** grounds and in Resident's vehicle parked on the premises or on residential streets.

\_\_\_\_\_ 9. Residents of **The Walking Sober House** having sexual or intimate relations with other Residents.

\_\_\_\_\_ 10. Property destruction or altering the physical construction of the premises, including interior walls, and tampering with cameras or fire and smoke detectors.

\_\_\_\_\_ 11. Lies, either found on Resident's intake paperwork or otherwise, stealing from **The Walking Sober House** residents, visitors, volunteers, staff or neighbors, unusual behavior, and any criminal activity.

\_\_\_\_\_ 12. Leaving **The Walking Sober House** with no notice and/or leaving the residence overnight with no notice and/or without an approved pass from the Facility Manager.

\_\_\_\_\_ 14. Tampering with or disabling smoke detectors which is a Federal Offense.

**I have read, understand, and agree to follow *The Walking Sober House Zero-Tolerance Policy* defined above. \_\_\_\_\_ (initials)**

**I HAVE READ THE STATEMENTS ABOVE, UNDERSTAND THEIR CONTENTS, AND VOLUNTARILY AGREE TO THEIR TERMS.**

\_\_\_\_\_  
RESIDENT SIGNATURE OVER PRINTED NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
STAFF SIGNATURE OVER PRINTED NAME

\_\_\_\_\_  
DATE



**RESIDENT’S FINANCIAL RESPONSIBILITIES**

Resident Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

The undersigned (Resident) is entering a financial agreement with **The Walking Sober House** and acknowledges and understands that they are entering into an alcohol and drug free shared housing property. Due to the specific nature of sober living homes as defined by the Federal Fair Housing Act, the Resident understands that they are residing in the capacity of shared housing and not as a tenant, and as such, has NO rights to possession of housing space exclusively and NO rights to normal due process afforded by other local landlord- tenant laws.

Please read and initial each point below to indicate your understanding and agreement:

\_\_\_\_\_ Resident agrees to personally pay **Program Fee of \$500 a month**, payable in advance of each month. If Resident has another funding source, their personal responsibility will be reduced by the amount of the other source.

\_\_\_\_\_ Program Fee is due upon first day of residency and the 1<sup>st</sup> day of every month thereafter.

\_\_\_\_\_ If Program Fee is not paid as scheduled, the Resident will be required to make a payment schedule plan with the Facility Manager within (2) two days or this Residency Agreement will be terminated, and the Resident agrees to vacate **The Walking Sober House**.

\_\_\_\_\_ Program Fee payment must be paid by credit card, cashier’s check or money order made payable to **The Walker Center** and given directly to the Facility Manager. Cash is not accepted.

\_\_\_\_\_ If this Residency Agreement is terminated for any reason, Program Fee Payment will NOT be pro-rated and NO portion of the Program Fee already paid will be returned to Resident.

\_\_\_\_\_ Any unpaid account balance at the time of termination is subject to the cost of collections and lawyers’ fees if required.

\_\_\_\_\_ The Walking Sober House may increase fees in the future with prior notification.

**PROMISE TO PAY DECLARATION.**

FOR AND IN CONSIDERATION OF SERVICES TO BE RENDERED I SEVERELY PROMISE TO PAY **The Walking Sober House**, ALL ITS CHARGES RENDERED TO ME FROM ADMISSION TO EXIT/OR TERMINATION. I UNDERSTAND THAT THE TOTAL OF SUCH CHARGES ARE DUE AND PAYABLE ACCORDING TO MY FINANCIAL RESPONSIBILITIES DEFINED ABOVE. \_\_\_\_\_ (*RESIDENT INITIALS*)

**ASSUMPTION OF RISK, RELEASE & INDEMNIFICATION.**

RESIDENT AGREES TO ASSUME ALL RISKS ARISING OUT OF, ASSOCIATED WITH OR RELATED TO RESIDENT’S RESIDENCY AT THE WALKING SOBER HOUSE, INCLUDING, BUT NOT LIMITED TO, THOSE RISKS WHICH MAY HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENT ACTIONS OR OMISSIONS OF THE WALKING SOBER HOUSE, ITS EMPLOYEES, BOARD OF DIRECTORS, MANAGEMENT, PROPERTY OWNERS, INDEPENDENT CONTRACTORS, SERVICE CONTRACTORS OR AGENTS (“THE WALKING SOBER HOUSE, AND ITS AFFILIATES”). THE WALKING SOBER HOUSE, AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY DAMAGE OR INJURY OF OR TO THE PERSON OR PROPERTY OF RESIDENT, RESIDENT’S FAMILY, GUESTS, INVITEES OR AGENTS ENTERING ON OR ABOUT THE WALKING SOBER HOUSE, UNLESS SUCH A DAMAGE OR INJURY IS PROXIMATELY CAUSED BY THE RECKLESS OR INTENTIONAL MISCONDUCT OF THE WALKING SOBER HOUSE, AND ITS AFFILIATES. RESIDENT HEREBY RELEASES THE WALKING SOBER HOUSE, AND ITS AFFILIATES FROM ALL SUCH LIABILITY AND FURTHER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE WALKING SOBER HOUSE, AND ITS AFFILIATES FROM ANY AND ALL CLAIMS, ACTIONS, LOSSES, DAMAGES, SUITS, FEES AND JUDGEMENTS, WHETHER ALLEGED OR ACTUAL, INCLUDING ALL COSTS AND ATTORNEY’S FEES INCURRED IN DEFENDING AGAINST THE SAME, ARISING OUT OF, ASSOCIATED WITH, OR RELATED TO RESIDENT’S RESIDENCY AT THE WALKING SOBER HOUSE, OR OCCURRING ON, IN OR ABOUT THE WALKING SOBER HOUSE, EXCEPT WHERE CAUSED BY THE RECKLESS OR INTENTIONAL MISCONDUCT OF THE WALKING SOBER HOUSE, AND ITS AFFILIATES. \_\_\_\_\_ (*RESIDENT INITIALS*)

BY SIGNING THIS RESIDENCY AGREEMENT BELOW, RESIDENT ACKNOWLEDGES AGREEMENT TO THE TERMS STATED, AND BECAUSE THEY ARE WILLINGLY AND KNOWINGLY CHOOSING TO BE A MEMBER OF A SOBER LIVING HOME SHARED HOUSING AND NOT AS A TENANT HEREBY WAIVES THEIR RIGHT(S) TO NORMAL DUE PROCESS AFFORDED BY OTHER LOCAL LANDLORD-TENANT LAWS.

**I HAVE READ THE STATEMENTS ABOVE, UNDERSTAND THEIR CONTENTS, AND VOLUNTARILY AGREE TO THEIR TERMS.**

\_\_\_\_\_  
RESIDENT SIGNATURE OVER PRINTED NAME \_\_\_\_\_  
DATE

\_\_\_\_\_  
STAFF SIGNATURE OVER PRINTED NAME \_\_\_\_\_  
DATE





Please fill out this form and email to Steve Swarner, Facility Manager, at [sswarner@thewalkercenter.org](mailto:sswarner@thewalkercenter.org) or call (208)934-8461 or 208-329-8525 to make arrangements for an interview.

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_ Age: \_\_\_\_\_

Contact Number: \_\_\_\_\_ Email address: \_\_\_\_\_

Single    Married    Partner    Divorced    Widowed   # Children \_\_\_\_\_

***The Walking Sober House requires that applicants are in active recovery.***

Are you currently in recovery?    Yes    No   If YES, for how long? \_\_\_\_\_

Are you currently participating in 12-step support groups or any outpatient treatment program? If yes, indicate the type of program and name of provider.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Where are you currently residing? \_\_\_\_\_

\*If incarcerated, where did you live prior to incarceration? \_\_\_\_\_

Have you been in outpatient treatment?    Yes    No   If YES, how many times? \_\_\_\_\_

Have you been in inpatient treatment?    Yes    No   If YES, how many times? \_\_\_\_\_

What is your drug(s) of choice?

\_\_\_\_\_  
\_\_\_\_\_

Are you currently involved in a Medication Assisted Treatment (MAT) program?    Yes    No

If YES, name of provider:

\_\_\_\_\_  
\_\_\_\_\_

How did you hear about the Walking Sober House? \_\_\_\_\_

\_\_\_\_\_

Are you participating in Mental Health Treatment?    Yes    No

If YES, name of provider: \_\_\_\_\_

**For purposes of the following questions, a conviction includes any guilty plea, regardless of form, including a plea of no contest or withheld judgement.**

Have you ever been convicted of a felony?  Yes  No

Have you ever been arrested or convicted of any crime related to domestic violence?  Yes  No

Have you ever been convicted of any crime against any person that was then under 18 years of age?  
 Yes  No

Are you a registered sex offender in any jurisdiction?  Yes  No

Have you ever been convicted of any sex crime (whether registration is required or not)?  Yes  No

Have you ever been convicted of any crime related to stalking?  Yes  No

Do you currently have any criminal charges pending?  Yes  No

If you answered YES to any of the above, please explain: \_\_\_\_\_

\_\_\_\_\_

Are you currently on  Parole  Felony Probation or  Misdemeanor Probation

Name and phone number of Parole/Probation Officer: \_\_\_\_\_

\_\_\_\_\_

Each resident is required to pay their share of the program fee.

Are you currently employed?  Yes  No Full or Part time? \_\_\_\_\_

How many hours a week? \_\_\_\_\_

If No, do you have an employment plan? Please explain: \_\_\_\_\_

\_\_\_\_\_

Do you have any questions or concerns that need to be addressed at the interview?

\_\_\_\_\_

\_\_\_\_\_

What is the date that you would like to move into The Walking Sober House?

Immediately  Other Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

\_\_\_\_\_(Initial). I understand that **The Walking Sober House** does NOT offer formal treatment on site as part of this residence. There are professional staff onsite 24 hours per day. **The Walking Sober House** does offer treatment options for more intense levels of care or by referral.

\_\_\_\_\_(Initial). I understand and agree to pay my monthly program fee. If I fail to pay my program fee, I may be removed from the house. Program fee is presently \$500 per month and is due on the 1<sup>st</sup> day of each month. I understand that there are no refunds.

\_\_\_\_\_(Initial). I understand that regular landlord/tenant laws do not apply at this house.

\_\_\_\_\_(Initial) I understand that if I am accepted in **The Walking Sober House** that I will be in a shared living environment with other individuals in similar situations. I declare that I am self-sufficient, and I will make a genuine effort to become productively involved in **The Walking Sober House** community by abiding by house rules, policies, procedures, and by remaining drug and alcohol free at all times.

\_\_\_\_\_(Initial) I understand that **The Walking Sober House** is a peer/staff run social model home, which means that peers take part in running the home with staff guidance and support, and that peers are involved in the process of holding other residents accountable for their behavior.

I certify that all the information I have provided above is true and correct and that I have answered each question honestly. If accepted at **The Walking Sober House**, I declare that I am committed to maintaining abstinence from drugs and alcohol and working on my recovery while living at **The Walking Sober House**.

\_\_\_\_\_  
Applicant's Signature and Printed Name

\_\_\_\_\_  
Date

For Facility Manager use only	
Personal Interview scheduled for: _____/_____/_____	Time: _____
<input type="checkbox"/> Accepted	<input type="checkbox"/> Rejected
Entry Date: ____/____/_____	Reason for rejection: _____
Staff Signature: _____	Date: _____