

ROOM TO HEAL AGREEMENT

This Room to Heal Agreement (this “**Agreement**”) is made by and between Room to Heal, LLC (“Room to Heal”) and the individual described in Addendum A, attached hereto and incorporated herein by reference (“**Resident**”).

Room to Heal operates a sober living home (the “**Home**”) in Charlotte, NC. The Home has been established in compliance with the conditions of The Anti-Drug Abuse Act of 1988, P.L. 100-690, as amended, which provides that Room to Heal shall require the Home’s residents to (a) be prohibited from using or possessing any alcohol or illegal mind-altering substances and (b) be expelled for violating such prohibition.

NOW THEREFORE, Room to Heal and Resident agree as follows:

1. Acceptance into Home. Room to Heal hereby agrees to accept Resident into the Home and Resident agrees to stay in the Home, on the terms and conditions of this Agreement. Resident acknowledges and agrees that living in the Home requires complete abstinence from drugs and alcohol. Any use of drugs and/or alcohol by Resident is **strictly prohibited**. Room to Heal is providing a sober living facility only and does not provide any counseling or restrict Resident from making his or her own personal choices as long as they do not violate this Agreement. Resident will enter the Home on the move-in date indicated below the parties’ signatures to this Agreement. Resident will be given the use of one room within the Home. Room to Heal may remove the Resident from the Home for any of the reasons set forth herein and for no reason. In the event Room to Heal removes a Resident for no reason then Room to Heal will refund any remaining portion of the Rental Fee if the removal occurs mid-month and the Rental Fee has been paid in advance.
2. Fees. Resident shall pay Room to Heal a rental fee of \$4000 the first month and \$3500 each subsequent month during the term of this Agreement (the “**Rental Fee**”). “Month” is determined by the move-in date of the resident (ex: if resident moves in on March 3rd, the fee is due on the 3rd of each subsequent month). The Rental Fee is due on the first day of each and every month during the term of this Agreement. The Rental Fees may be paid by cash, personal check, Room to Heal website form, Venmo, Zelle, or PayPal. A late fee of 10% will be applied if the Rental Fee is not received by Room to Heal by midnight on the 5th day of the month. Late fees must be paid with the late Rental Fee. Room to Heal may reject any payment of the Rental Fee if such payment does not include an applicable late fee. If the Rental Fee is not paid by midnight of the 10th day after it is due, Room to Heal may dismiss the Resident from the Home and terminate this Agreement.
3. Commitment. Resident agrees to, and hereby does, make a commitment to stay in the Home for at least 1 month. If Resident voluntarily vacates the Home prior to fulfilling such commitment, Resident will forfeit, and Room to Heal shall retain, the Rental Fee.
4. Rules and Expectations. Resident must comply at all times with the Home’s “**Rules and Expectations**,” the current form of which is attached hereto and incorporated herein by reference. Failure to abide by, or violation of, the Rules and Expectations may result in Resident’s dismissal from the Home and termination of this Agreement, to be determined in Room to Heal’s sole and absolute discretion. Room to Heal may update and revise the Rules and Expectations at any time and will post

any such updates and revisions at the Home. It is Resident's responsibility to familiarize himself or herself with, and understand, the Rules and Expectations. Resident should always ask a Room to Heal representative for clarification or explanation if Resident does not understand a given Rule or Expectation; provided, however, Room to Heal's representatives will not be required to provide Resident with the reason or justification underlying any Rule and Expectation.

5. Vacation of the Home. Room to Heal requires a 2 week vacate notice. If notice is not given and the Resident voluntarily decides to leave the Home, the Resident agrees to forfeit their rental fee for that month.
6. Testing. Room to Heal reserves the right to require Resident to submit to drug and alcohol testing at any time and for any or no reason. If Resident fails any such test or refuses to submit to a drug and/or alcohol test upon request of Room to Heal, without a legitimate and valid reason, as determined solely by Room to Heal, then Resident may be immediately discharged from the Home. Resident acknowledges and agrees that he or she may be observed by laboratory personnel while submitting to the test. If Room to Heal requests that Resident submit to a drug and/or alcohol test, Resident shall submit to testing within two (2) hours after such request. In the event of a false positive, suspicion of tampering, or dispute regarding test results, Resident may, at his or her own expense, submit to additional testing at a laboratory of Room to Heal's choosing for a more comprehensive screening.
7. Removal of Property. Upon voluntary vacation of the Home pursuant to Section 5 or upon expulsion from the Home by Room to Heal, Resident shall promptly remove all of his or her personal property from the Home. Any of Resident's personal property not promptly removed from the Home will become Room to Heal's property and will be retained or disposed of in Room to Heal's sole and absolute discretion.
8. Limitation of Liability. Room to Heal will not take any steps to protect Resident's personal property and, therefore, Room to Heal shall not be liable for the theft or loss of any of Resident's personal property. Resident is solely responsible for his or her own personal property.
9. Indemnification. Resident must read and agree to the "**Release and Hold Harmless Addendum**," which is attached hereto and incorporated herein by reference. Resident shall initial the Release and Hold Harmless Addendum signifying that Resident has read and agrees to the terms of such Release and Hold Harmless Addendum.
10. Assumption of Risk. Resident acknowledges and agrees that other persons who are recently sober or who are struggling to stay sober will also reside within the Home. Resident acknowledges and assumes all risk that comes staying in a facility with other persons. Resident acknowledges that he or she may be confronted due to any adverse or undesirable behaviors, actions, or attitudes not deemed conducive to recovery or harmonious communal living that is a part of living in a sober living house. Such confrontation is intended to be from a caring point of view, or "tough love."
11. Other Acknowledgements. Resident acknowledges and agrees that:
 - a. Resident has been provided with a copy of, has read, fully understands, and will comply with the Rules and Expectations.
 - b. Resident is currently of sound mind and not under the influence of any drugs or alcohol.
 - c. Resident is a participant in a recovery program.

- d. Resident is not a “tenant” of the Home and, therefore, is not protected by, nor will Resident invoke any protections of, local landlord-tenant laws. If it is found that local landlord-tenant law applies, Resident hereby renounces any rights that Resident may or may not have relating to same.
 - e. Resident will participate in Room to Heal’s recovery and support programs, if any.
 - f. If Resident violates any of the Rules and Expectations, Resident may be expelled from the Home and forfeit any rights to the Rental Fees.
 - g. Final determination for any disciplinary action will be made by Room to Heal in its sole and absolute discretion and may not be appealed.
 - h. If Resident breaches or defaults under any portion of this Agreement and Room to Heal has to go to court to collect damages from Resident, Resident will pay Room to Heal’s reasonable attorney’s fees and court costs incurred in such action.
12. Waivers. Room to Heal recognizes the strict nature of the various requirements and restrictions applicable to Resident under this Agreement and recognizes that strict compliance may not always be feasible due to legitimate reasons. Therefore, Room to Heal reserves the right to waive any requirement or restriction under this Agreement with respect to any violation by Resident. However, any such waiver of any provision of this Agreement shall not be deemed a future waiver of such provision or restriction or waiver of similar future actions, events, or behaviors. Resident acknowledges that just because Room to Heal grants a waiver to Resident or to another Resident does not mean that Room to Heal will extend the same waiver to Resident in the future.
13. Friends and Family. This Agreement is strictly between Room to Heal and Resident and is **NOT** between Room to Heal and the friends and family members of Resident, even if Resident’s friends and family members are paying all fees required hereunder on behalf of Resident or executing this Agreement on behalf of Resident. Persons who are paying the fees hereunder on behalf of Resident are encouraged to read and understand the terms of this Agreement, the Rules and Expectations, and the Release and Hold Harmless Addendum. Such persons should understand that they are powerless over Resident’s behavior and that Resident’s actions can result in Resident’s discharge from the Home and loss of the Rental Fees. Resident’s family and friends are hereby encouraged to attend support programs or otherwise conduct research to learn how to best support Resident.
14. Conflict. Any inconsistencies or ambiguities in this Agreement shall be resolved solely by Room to Heal in its sole and absolute discretion.
15. Severability. If any provision of this Agreement is determined to be unlawful, invalid or unenforceable, such provision shall be deemed severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.
16. Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to conflicts of laws provision. The parties further agree that proper venue for any action regarding this Agreement will be in any court with proper jurisdiction in Mecklenburg County, NC.

SIGNATURE PAGE TO ROOM TO HEAL AGREEMENT

The parties have executed this Agreement as of the latest date written below.

ROOM TO HEAL:

Signature

Printed name

Date

RESIDENT:

Signature of resident

Printed name of resident

Date

MOVE IN DATE: _____

Room to Heal LLC, a North Carolina limited liability company.

ADDENDUM A: RESIDENT INFORMATION

Personal Information

Full Name: _____ Date of Birth: _____

Home/Last Address: _____

City, State, Zip: _____

Cell Phone Number: _____

E-mail Address: _____

Driver's License Issuing State & Number: _____

Automobile Make: _____ Model: _____ Year: _____

License Plate Issuing State & Number: _____

Counselor's Name: _____ Phone Number : _____

Drugs(s) of Choice (if applicable, Incl. Alcohol):

Emergency Contact Information

Name: _____ Phone Number: _____

Address: _____

City, State, Zip: _____

Relationship: _____

Name: _____ Phone Number: _____

Address: _____

City, State, Zip: _____

Relationship: _____

Medical Information

Current Medications: _____

Allergies to Medications: _____

Pertinent Medical History: _____

Doctor's Name: _____ Phone: _____

Other Relevant Information

Background Check Authorization

- I authorize Room to Heal to conduct a background check and understand that a certain offenses may prohibit me from staying here.

Full Legal Name: _____

Social Security Number: _____

Acknowledged and agreed: _____ [Signature]

RULES AND EXPECTATIONS

1. Room to Heal may amend these Rules and Expectations at any time and for any reason.
2. Any use or possession of alcohol, recreational drugs, drug paraphernalia, unauthorized prescription medications, whether such items are held on Resident's person or within the Home, is strictly prohibited.
3. Possession of deadly weapons or explosives of any kind within the Home is strictly prohibited.
4. Theft of, or reckless or intentional misconduct with respect to, the property of others is strictly prohibited.
5. Maintain an active program of recovery and meet with their sex addiction therapist twice a month (minimum).
6. Attend at least 3 SAA and/or SA meetings a week as well as the 2 process groups each week, at least one of which must be with other Residents of the Home.
7. Participate in all Home meetings as set by Room to Heal.
8. Participate in other Home activities.
9. Form relationships with other Residents, eat meals together, go on outings/activities, etc.
10. Help maintain a respectful and peaceful environment within the Home.
11. Gym Membership
 - a. Residents may not go to Mountain Island Fitness alone without permission.
12. Lake access
 - a. Lake area is the community access for all houses around Room to Heal. Residents should keep the noise volume low and treat neighbors with the utmost respect and courtesy.
 - b. The community area should be kept tidy and clean.
 - c. Residents may not go out on the lake without a life jacket and may not go alone without permission.
13. Do not interfere with others' quiet enjoyment of the Home.
14. Be courteous and considerate when using any TV, radio, personal gaming, stereo, and other similar devices.
15. Threats, violence, or physical or other abuse toward any other Resident, visitor, or Room to Heal representative are strictly prohibited.
16. Quiet time will be 10:00 p.m. to 8:00 a.m. weekdays (Sunday evenings through Friday mornings) and 12:00 a.m. to 10:00 a.m. on weekends (Friday evenings through Sunday mornings).
17. Be mindful and respectful of others' work and sleep schedules.
18. Curfew:
 - a. First 30 days of residency- 9:00p.m. on weeknights and 9:30 p.m. on weekends (Friday & Saturday).

- b. After 30 days- 9:30 p.m. on weeknights and 10:00 p.m. weekends (Friday & Saturday).
19. All electronic devices must be checked in at 10pm every evening, without exception.
20. Attend work and/or school, as applicable.
- a. Any Resident not working, in school, volunteering or in aftercare treatment programming shall be actively seeking employment and/or doing service work for a minimum of 25 hours per week.
 - b. A one-month grace period MAY be granted for those looking for work, depending of course, on the effort put forth in seeking employment and/or other extenuating circumstance. Proof may be requested by Room to Heal at any time.
21. Any change in work, school, service-work, and/or treatment schedule or status must be discussed with and approved by Room to Heal.
22. Keep active. Stay busy and get up and out of the Home!
23. No lying around or sleeping all day. Residents must be up by 9:00 a.m. on weekdays and 10:00 a.m. on weekends.
24. No guests of the gender to which the Resident is sexually attracted are allowed in the Home or on the premises.
- a. Allowing guests will be at the discretion of Room to Heal.
 - b. Guests are not allowed in Resident rooms at any time.
 - c. Guests must remain in the common living areas.
 - d. Residents having guests shall limit such visits to reasonable times and durations.
 - e. No overnight guests are allowed at any time.
25. Overnight passes/permission: Not coming home will result in discharge.
- a. Residents shall process overnight stays IN ADVANCE with Room to Heal.
 - b. Approved overnight stays are limited to no more than two (2) nights per week and not more than a total of seven (7) nights per month.
 - c. Last minute notifications to stay elsewhere/off the premises will not be accepted (unless due to an unforeseen emergency) and can result in immediate discharge from the program.
 - d. Residents must inform Room to Heal of their whereabouts, where they can be reached, and when they will return.
 - e. All Residents will be accountable to each other and to Room to Heal as to their whereabouts at any given time.
 - f. For Residents in their first 30 days - trips, vacations, or staying out past authorized times is not allowed.
 - g. This 30-day wait period is required of all Residents in order to allow individuals to adjust to communal living and the Home's rules and expectations. This wait period may be extended depending on the Resident's ability to acclimate to the Home and its rules and expectations.

26. All Residents shall keep the Home and their individual spaces clean and neat.
 - a. Weekly cleaning chores will be assigned by Room to Heal and are required to be completed before the following week's Home meeting. (See weekly cleaning sheet/board)
 - b. Keep personal items out of common areas.
 - c. Keep personal space clean, neat, and presentable at all times. A clean room consists of the bed being made, clothes and other items off the floor, trash discarded, and no food, dishes, or empty food packaging in the room.
27. Shared spaces/common areas are the responsibility of all house members. Clean up after yourself. If something needs to be cleaned that is not assigned, just do it and discuss with Room to Heal if necessary to add to chores list.
28. Dishes are not to be left in the sink. Do your dishes after you use them!
29. Food and Meals.
 - a. Each Resident is responsible to label his or her own food, meals, condiments etc.
 - b. Do not eat other people's food. Eating food or using any items that are not yours or provided specifically by the Home is considered stealing and grounds for discharge.
 - c. Meals should be eaten in kitchen/dining areas.
 - d. Eating in bedrooms or other areas of the Home is not allowed.
 - e. Food shall be stored appropriately in the kitchen or dining rooms. Any food that can attract insects, mice, etc. cannot be stored in rooms, such as chips, crackers, sugar, cereal etc.
30. Medications. Any medications MUST be prescribed by a doctor and taken only as directed by that doctor.
 - a. Medications shall be kept with personal belongings and not left where others can see or be tempted to use them.
 - b. Strictly follow all doctors' orders regarding medications.
 - c. Room to Heal must be kept informed of all medications and/or any changes to medications. If a
 - d. Resident has a need for any addictive/pain medicine due to accident or injury, this must be discussed with and approved by Room to Heal prior, during, and after any such medical care.
31. Gambling of any kind is not permitted.
32. Smoking within the Home, including use of e-cigarettes or vapor devices, dipping or other nicotine related products is strictly prohibited.
33. All electronic devices shall be turned in to house manager at 10:00pm every night unless a temporary exception has been granted.
34. Any Internet sex, browsing of Internet sex sites, pornography or any such other behavior or material is strictly prohibited.
35. Personal space and loaning/borrowing

36. Lack of respect for others' personal space and/or personal boundaries will not be tolerated.
 - a. Do not go into others' rooms without their permission.
 - b. Do not borrow money or possessions from other Residents.
 - c. Do not loan money or possessions to other Residents.
 - d. Do not loan or borrow cars from other Residents.
37. Residents having one year of continuous sobriety will be considered "senior peers."
 - a. Senior peers will be authorized to conduct drug tests at the request of Room to Heal.
 - b. Senior peers may be delegated additional responsibilities or privileges at the discretion of Room to Heal.
38. Room to Heal discourages any new romantic relationship within the first 90-days.
 - a. Any pre-existing relationship is the exception, but Room to Heal strongly recommends that Residents focus on recovery and put romantic relationships on hold.
 - b. All romantic relationship meetings, etc., should be conducted off premises.
 - c. No romantic or sexual relationships between Residents are permitted at any time.
39. Residents are not allowed to have pets (except if permitted).
40. Limitations on:
 - Hot plates
 - Microwaves
 - Toaster Ovens
 - Refrigerators

Approval from Room to Heal management must be obtained in writing before any of these types of appliances may be brought into the house.

RELEASE AND HOLD HARMLESS ADENDUM

Resident hereby releases Room to Heal and Room to Heal's owners, officers, employees, contractors, and advisors (collectively, including Room to Heal, the "**Indemnified Parties**") from, and will indemnify and hold harmless the Indemnified Parties for, any injury (including death) or loss to Resident, Resident's guests, or Resident's or Resident's guests' personal property/belongings. Resident acknowledges and agrees that Resident is responsible for any injury or accident caused by Resident, Resident's guests, or Resident's family, and will forever indemnify and hold the Indemnified Parties harmless for, from, and against any and all claims, losses, expenses (including reasonable attorney's fees and costs of litigation), and damages caused by or attributable to the acts of Resident, Resident's guests, or Resident's family.

Resident is fully and adequately informed of the nature of the programs in which Resident wishes to participate, and hereby assumes full responsibility for the risk of injuries, whether due to the negligence of the Indemnified Parties or otherwise. Resident agrees to never institute suit or action against the Indemnified Parties for damages, cost, expenses, or loss of services resulting from injuries or harm. Resident releases the Indemnified Parties from any claim whatsoever on account of first aid, treatment, or service rendered to Resident as a result of injuries. Resident shall be solely liable and responsible for any medical cost related to injuries. If Resident is a minor or in any way incapacitated, this Release and Hold Harmless Addendum shall be acknowledged by a parent or legal guardian of Resident, and shall be binding upon such parent or legal guardian as well as upon Resident. Resident's parent or legal guardian, by the execution hereof, waives all claims in his or her individual or derivative capacity, as well as claims on behalf of Resident. The person acknowledging this Release and Hold Harmless Addendum certifies that he or she is empowered to act on his or her own behalf or on behalf of Resident.

Resident expressly agrees that this Release and Hold Harmless Agreement shall be as broad and inclusive as permitted by the laws of the State of North Carolina, and that if any portion hereof is held invalid, it is agreed that the balance shall; notwithstanding, continue in full legal force and effect.

Acknowledged and agreed: _____ [Initial]