

MEMBERSHIP CONTRACT

_____ House

Congratulations! Your application for membership has been accepted by _____ House by at least 80% of the current members. Since membership involves you living in this house, below are the terms of this legally binding contract, which were created to protect members from abuse in an alcohol, drug-free environment and promote an atmosphere of peer support and accountability.

I. RAP Expectations and House Rights and Responsibilities

As a member of this House, you have the responsibility to maintain the following conditions as required by the House:

1. Each House must be democratically self-run (everyone has an equal voice and vote).

Everyone has an equal voice and vote. This is done in mandatory weekly meetings. There are no bosses in the house. Everyone has a voice and should always be given the respect having their views and opinions heard.

Decisions regarding the house are made in the mandatory weekly house meeting and agreed upon with a majority vote. A majority vote requires half the house members plus one. For example:

- 6 total members, 4 votes are required
- 7 total members, 4 votes are required
- 8 total members, 5 votes are required
- 9 total members, 5 votes are required
- 10 total members, 6 votes are required
- 11 total members, 6 votes are required
- 12 total members, 7 votes are required

For expelling a member, the same majority is required.

2. Each House must be financially self-supporting; which means all members pay their equal share in order for the house as a whole to meet its financial obligations.

All members pay their equal expense share (EES) on time in order for the house, as a whole, to meet its financial obligations.

- This equal share of expenses (EES) is due in advance on the 25th day of each month.
- Failure to pay this amount before the 5th will result in a late fee.
- If you have not paid your EES by the 8th day of the following month (i.e. if the rent is due on June 25th, if you haven't paid by July 8th) or signed a financial contract with the house, you will be served with a **72 hour notice** to pay by the time stated on the 72 hour notice or you will be expelled, jeopardizing your rental history.

- A bed can only be held for a prospective member for 10 days and only if the non-refundable arrival deposit of \$125 is paid.
- A new member cannot move in their things until the contract is signed and payment is made. A letter issued by a reputable non-profit promising payment will suffice .

3. Each House is committed to empowering its members to become survivors: through a healing plan, counseling, groups, or service work (volunteerism).

- House members are required to attend at least two support groups a week. These groups may be Alcoholic Anonymous, Narcotics Anonymous, Parenting, Trauma, Sexual abuse or other recovery oriented support groups. It does not include one-on-one counseling. Religious services, study groups or service groups do not count.

4. Program Participation

- House members are expected to participate in house activities. These include:
 - Weekly, and/or daily chores as assigned by the chore coordinator,
 - Mandated weekly meetings,
 - Special activities such as outside maintenance, deep cleaning or other activities voted on by the house.
 - Fulfilling duties as a house officer when voted into office. Being willing to serve as a house officer.
- House members must be resident in the house at least 4 nights a week. Staying out after 1:00 AM constitutes a night out.

5. House members must be mindful of the safety of others in the house.

House members must be mindful of the safety of others in the house. That includes:

- Members must be careful about disclosing the address of the houses.
- In all houses, the safety of children is critically important. While each parent has the right to parent in their own style, the house must be committed to the safety of its children. That includes calling the Department of Human Services (DHS) or Children's Services if a child is being abused.
- There is to be no violent behavior in the houses. Violent behavior includes name calling, threats and screaming.
- There can be no criminal behavior in the house.
- There are no firearms, ammunition, explosives or weapons of any kind allowed in any of the houses.
- **Guests:**

Because many of our house members are domestic violence survivors, it is important to create an environment in which they feel safe. In order to do that, there are strict rules around guests in the houses.

- No overnight guests except the children of the house members. The prohibition of overnight guests includes children of house members who are 18 years or over unless expressly approved by a vote of the house.

- All house guests must be cleared by the other house members.
- No sex in the house.
- Maximum visit time is 4 hours per day.
- A visitor may visit a house a maximum of 4 days per week.
- No visits during a house's designated "quiet time."
- Exceptions must be voted on in a house meeting. They apply to only one person and must be specific as to dates and times.
- Members must be present at all times if they have a guest in the house.
- **Fire Safety**
 - Fire safety is very important. There must be working fire extinguishers on each floor and in the kitchen. There must be working smoke detectors. Each house must have an evacuation plan posted on the bulletin board. There are required fire drills twice a year, in January and June. Fire safety procedures must be reviewed with all new members. There may be no open flames in the house, such as candles, fires or incense. There also may be no heaters in the rooms.

6. All houses are alcohol and drug free.

Violations of this rule in or out of the house will result in some form of house action up to and including a 14-30 day notice of eviction.

- No drinking or using drugs either while a house member, either on or off the property.
- Drug tests (urine analysis or breath strips) may be requested by any two members of the house or staff members if there is suspected unauthorized drug or alcohol use.
- A refusal to take a drug test is considered a dirty drug test and will be treated accordingly. A tampered drug test is also considered a dirty drug test and will be treated accordingly. This is also true of guests in the house.
- If you are prescribed a narcotic or other medication, the house must be notified and shown a copy of the prescription.
- All prescription medications must be kept in a safe place in your room (preferably a lock box.)
- There is absolutely no sharing of medications.

7. Accountability

- Life in a RAP house is about accountability and responsibility, not rules. Houses may write their own "Rights and Responsibilities" within the framework of the RAP House Expectations. Most of our members come from abusive environments with many, many rules. Given the chance, they will re-create the environment they know and understand – a rule based environment. We want them to grow past that and internalize a sense of responsibility. We achieve this goal by emphasizing and insisting on accountability.

8. Making Rules

- This means that it is very important that any “rules” that are written are enforced impartially and uniformly (i.e. rules apply to adults as well as children.)
- All “rules” must be voted on at the house weekly meeting and must receive a majority vote.
- They must be noted in the minutes of the meeting.
- The Secretary must then enter them in the House “Rights and Responsibilities” document. They do not come into effect until they are part of that document.
- The Rights and Responsibilities must be read aloud at the first House meeting of every month by the President of the House.

9. Diversity

- We live in diverse households in a diverse community. Laws and housing regulations regarding non-discrimination will be observed. Disrespect of members based on a member’s identification with a particular protected class will give rise to a behavioral contract and may result in a thirty day notice of eviction.

10. Children in the House

- Parents are responsible for their children. This includes picking up after them, making sure they obey house rules and repairing any damage done by a child to the house, other members’ property or other children’s toys.
- Children of any age may not be left overnight without the parent present.
- Other house members are not babysitters. DHS will not allow a child under 12 in their care to be left with someone who is not DHS certified. Parents are responsible for monitoring their own children.
- All children must have vaccination certificates or a medical excuse from a doctor.

11. Pets

- All pets must be vaccinated.
- Pet owners are responsible for cleaning up after their pets and making good for any damage done by their pets.
- Pets must be under control at all times.
- Dogs cannot be person, dog or cat aggressive.
- **Miscellaneous**
 - Each House is committed to empowering its members to become survivors: through a healing plan, counseling, groups, or service work (volunteerism). Members must agree to attend at least 2 meetings a week. All members are encouraged to attend Al-Anon meetings.

- There is **NO SMOKING** in any of the houses. Smoking is confined to the outdoors. Each house should have a designated smoking area with available fire proof containers for cigarette butts.
- Other house members are not babysitters. DHS will not allow a child under 12 in their care to be left with someone who is not DHS certified. Parents are responsible for monitoring their own children.
- The Federal Fair Housing Act (see Section VI b) says that house rules must be obeyed by everyone in the house, no matter what age. Therefore, if there is a house rule that children cannot play in the street, neither can the adults. This is also true of bedtimes. A parent can have a bedtime for a child but a house cannot specify a bedtime for all children.
- These are working houses. Members are expected to be working, in school, seeking employment or volunteering. The house may ask for proof of job seeking or volunteer work.
- Each member should write out a list of personal property when they arrive. There should also be a list of house property in the Housing Services binder. When a member leaves, the house has the responsibility to make sure that the member takes only their personal property and not the property of the house. This is the responsibility of the Housing Services Representative. Personal property should not be used in common areas. All personal property must be stored in your own room. Some houses have a rule that any appliances, furniture or other general use items become the property of the house if they are kept in the common areas of the house. This is to prevent the house from being empty because the house has been using a member's personal property for general use (for example, the living room couch.)
- House members may not loan significant sums (over \$50.00) to other house members.
- Houses may not admit relatives (within three degrees), former cellmates, former drug dealers and/or customers , crime partners (and similar) of existing house members.

II. Expulsion:

We must ensure a safe and supportive environment. This means behaviors that negatively impact the welfare and wellbeing of other members will be discussed openly as a house. If your house finds that you have violated the Membership Contract, you may be served with a **14-30 Notice**, allowing you 14 days to resolve the violation. If the violation is resolved within the 14 days, your tenancy will remain intact. If the violation is not resolved by the 14th day, you will have the remaining 16 days to vacate the premises. Failure to do so may result in legal eviction. If substantially the same act or omission re-occurs within six months, we may terminate your tenancy by giving you at least ten days written notice specifying the violation and the date of termination. You will not have an opportunity to correct this type of violation. In the event that the behavior is not corrected, we may choose to move forward with the 30-day eviction process.

III. Disruptive Behavior

If your behavior becomes so disruptive to the house that it affects the atmosphere of rehabilitative support you may be democratically voted out by a majority vote of the current members. Depending on the circumstances, you may be asked to move as soon as is feasibly possible. Failure to voluntarily move may

result in being served with a **Termination of Tenancy**, allowing you 30 days to vacate the premises, or 60 days, if you have lived in the house over a year. Failure to do so may result in legal eviction action and may impact your rental history negatively.

If you are absent from the premises for more than 7 days without communication with the house it may be considered abandonment of the premises and possible cause for termination of tenancy.

IV. Cost of Living in the House: Equal Expense Share (EES)

The monthly cost of membership at this House is \$_____, which includes your equal share of expenses (EES) related to renting a room in this house. This EES is due in advance on the 25th day of each month. Failure to pay this amount by the 5th will result in a \$_____ late fee. If you have not paid your EES by the 8th day of the following month (i.e. if the rent is due on June 25th, if you haven't paid by July 8th) or signed a financial contract with the house, you will be served with a **72 hour notice** to pay in full or your tenancy will be terminated, jeopardizing your rental history.

- Pursuant to ORS 90.394 if your rent is not paid within the time indicated, your rental agreement will be terminated and the landlord will proceed to take possession by filing an eviction.

V. Move In Costs:

All new house members are required to pay the following before they can move into the house:

1. An non-refundable membership fee of: _____
 2. First month's rent of: _____
 3. Last month's rent of: _____
 4. Refundable key deposit of: _____
- TOTAL: _____

VI. Abandoned Property

In the case of abandoned property, you will be issued a **Notice of Abandoned Property** either by personal delivery or first class mail. This will be mailed to your last known address. You will have 5 to 8 days to make arrangements to remove your property and 15 days from that date of contact to physically remove all of your property or it will be disposed of as provided by Oregon Statutes.

VII. Contingency Planning should you have to leave the House

We would like to offer those asked to leave with the opportunity to predetermine where they will go if circumstances require the termination of membership. Please describe below who you can contact or where you will go that addresses your basic human needs so you will not become homeless or be in an unsafe situation because of an expulsion. We call this an Emergency Departure Plan (EDP).

Name of resource _____ Type of resource _____
 Address _____ Phone _____
 Name of resource _____ Type of resource _____
 Address _____ Phone _____

Name of resource _____ Type of resource _____

Address _____ Phone _____

Please explain the steps you can take and time required accessing the resources above in seeking another residence if you are required to leave this House on short notice. You will be encouraged to follow this plan if you are expelled, so please give it some serious thought and research resources and time frames if necessary.

VIII. Finally, by signing below you agree that you have read, or have had read to you, the terms of this **Membership Contract**, the **RAP House Expectations** and this **House's Rights and Responsibilities**. By signing below you will also be stating that you clearly understand your rights and responsibilities as a member of this House, including the Emergency Departure Plan, and will ensure a copy of this contract is provided to you. Until this contract is filled out and signed, the membership applicant will not be considered a member, but will be considered a guest of the home and unable to access privileges of residency.

New Member _____	_____	_____
Print Name	Signature	Date

House Officer _____	_____	_____
Print Name	Signature	Date

Witness _____	_____	_____
Print Name	Signature	Date