



Program Agreement

Kitsap Homes of Compassion

Fee Summary for _____

Room Type:	Monthly Program Fee: \$ _____	Security Deposit: \$ _____
Address of Program House:		Landline Phone: (360) _____
Move-In Date:	Length of Term 12 Months	Term End Date:

- I acknowledge** that I am voluntarily choosing to become a participant in the Kitsap Homes of Compassion (KHOC) Affordable Home Program in order to live in a shared house. KHOC is a Washington State, legally registered 501(c)(3) nonprofit organization, with the purpose of providing housing to minimize homelessness. All funds and fees collected are used for this purpose.
- Term Length:** This Program Agreement and rights of tenancy are in effect for 12 months from the move-in date. If this agreement is not renewed within 60 days of the Term End Date indicated above, this agreement will automatically roll over to a month-to-month agreement at the end of the 12-month term.
- Voluntarily Leaving the Program:** I understand I can leave the Affordable Home Program at any time by giving 30 days' notice. There is no penalty for leaving the program within the terms of a 12-month agreement, or a month-to-month agreement, provided that proper notice is given. Leaving without giving this notice will result in the forfeit of my security deposit. Being expelled from the program for violations that result in leaving the program with less than the required notice will also result in forfeit of the security deposit.
- I Understand KHOC is Not Responsible For:** medical, dental, or other bills; or for providing or preparing food or meals.
- Program Fees:** I understand that program fees are due by the first (1st) day of each month, with a five (5) day grace period. I understand that if I am more than five (5) days late in paying my monthly program fee, I will be charged a late fee of \$30, with additional fees of \$3 per day thereafter. These fees may be stopped or prevented by timely communication with KHOC about your situation and details of your plans/efforts toward payment.
- Payment of Fees:** Program fees can be paid by mail or in-person in cash, cashier's check, or money order. If paid by mail, it should be sent to, "Kitsap Homes of Compassion", 7721 Beacon Place NE, #101, Bremerton, WA 98311. Personal checks will only be accepted with prior written approval and verification of funds in the bank. Do not mail cash.
- Fee Increase:** I agree that KHOC has the right to increase my program fee at any time within the term of the agreement, or on a month-to-month agreement, with a minimum 30 day written notice for reasons of increased rent, utility bills, or other operating expense that is exclusive to this program house.
- Program Security Deposit:** I agree to pay a refundable Security Deposit before participating in this program. The Security Deposit is intended to pay the cost of damages, cleaning, excessive wear and tear, and unreturned keys once you have exited the program. This deposit will be returned to me within 21 days after I leave the program if there are none of these costs. If I leave and do not give the required 30 days' notice, I will forfeit my security deposit for inadequate notice. Under special circumstances, the Security Deposit can be paid in installments. If the security deposit was paid by a grant, and if you move out of the program in less than 6 months, the security deposit will be returned to the granting agency, not to you.
- Abandoned Property:** The participant is to remove all personal property after leaving the program. (Not paying the monthly program fee and not living in the house is considered abandonment). I understand that if any personal property is left behind after leaving the program, it will be stored for only seven (7) days, after which time it will be sold or disposed of.
- Condition of Program House & Room:** I agree to thoroughly inspect my bedroom and all common areas, complete the "KHOC Condition Checklist," and submit the completed checklist to KHOC within three (3) days of signing this agreement. Damage to items on the checklist, or items in poor condition, should be reported on the checklist. I agree to return the program house to KHOC at the end of my participation in the program in the same condition it was at the time of move-in.
- Causing Disturbances:** Program participants are entitled to quiet enjoyment of the program premises. While using the premises or adjacent areas, participants agree:
 - 11.1.** Not to violate any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs; Residents agree to allow random urine analysis drug screening. Refusal to do a drug test will be grounds for dismissal.



- 11.2. Not to commit waste (severe property damage);
 - 11.3. Not to create a nuisance by annoying, disturbing, or interfering with the quiet enjoyment of any other program participant living in the house OR nearby resident;
 - 11.4. To be courteous to the other participants or roommate living in the house. This includes using headphones when listening to music or TV if other(s) in the room/house will be disturbed by the noise.
 - 11.5. I understand it is illegal to download (or 'pirate') any copy-protected movies or software from the internet. It is prohibited to use any 'pay by movie' services from the TV cable provider.
 - 11.6. I understand that I am responsible for any behavior of my guests that violate any of these items.
- 12. Cause for Termination of Agreement:** I understand that if I fail to comply with any of the financial or material provisions of this Agreement, or of any present rules and regulations or any that may be hereafter prescribed by KHOC, within the time period after delivery of written notice by KHOC specifying the non-compliance and indicating the intention of KHOC to terminate the Agreement by reason thereof, KHOC may terminate this Agreement. Causes for termination include:
- 12.1. Participant does not pay rent or other amounts that are owed;
 - 12.2. Participant, their guests, or the Occupant(s) violate this Agreement, rules, or fire, safety, health, or criminal laws, regardless of whether arrest or conviction occurs;
 - 12.3. Participant abandons the premises;
 - 12.4. Participant gives incorrect or false information in the rental application;
 - 12.5. Participant, or any Occupant(s) is arrested, convicted, or given deferred adjudication for a criminal offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute;
 - 12.6. Any illegal drugs or paraphernalia are found on the premises, or on the person of the Participant, guests, or Occupant(s) while on the premises and/or;
 - 12.7. As otherwise allowed by law.
- 13. Violating Laws:** I agree to promptly comply with any present and future laws, ordinances, orders, rules, regulations, and requirements of the Federal, State, County, City, and Municipal government or any of their departments, bureaus, boards, commissions and officials thereof with respect to the premises, or the use or occupancy thereof.
- 14. Utilities:** I understand that my monthly program fee will include the use of the common areas of the house, including the washer/dryer. The fee will include all utilities (water, sewer, trash, electricity, gas [if available], and Wi-Fi internet).
- 14.1. I agree to be mindful of electricity/gas use by keeping the thermostat at 70°F or lower. If rooms are individually controlled, I will turn off heaters in rooms not being used.
 - 14.2. I understand that excessive use of utilities may cause an increase in the monthly program fee.
 - 14.3. I understand that there is a monthly data cap on the household Wi-Fi, of 1230GB/month. Going over that data cap will increase the next month's bill at the rate of \$10 per every additional 50GB. I understand that KHOC may impose temporary restrictions on the Wi-Fi when the household is at risk of exceeding the monthly data cap; or increase program fees when data caps are exceeded.
- 15. Pets:** I agree not to keep any pets or animals in or on the Program Premises; and I will not allow any pets or animals into the house (this includes the garage or other outbuildings, as applicable).
- 16. Maintenance and Repairs:** The program participants are responsible for routine maintenance and minor repairs needed in or about the program house.
- 16.1. Program participants are not to make alterations to the premises, including painting of walls, without the written permission of the Director's designee.
 - 16.2. Program participants cannot without the prior written consent of the Director's designee; alter, rekey, or install any additional locks or burglar alarm systems to the premises.
- 17. Smoking/Vaping:** All KHOC facilities are 'smoke-free' homes, which includes vaping. Smoking and vaping are only allowed outside, far away from doors and windows, to ensure it is not disturbing other participants or neighbors. Doors must be kept closed while smoking outside. Cigarette butts must be disposed of in fire-safe containers.
- 18. Right to Access:** The home is a shared dwelling with common areas. KHOC staff or assigned volunteers may enter the home and have access to the common areas of the house to make repairs or improvements, to show the premises to prospective future participants, or to check for safety or maintenance problems and ensure the property is being maintained in accordance with this agreement.
- 18.1. **Common Areas:** entry may occur at any time between 8am and 8pm without any prior notice necessary.
 - 18.2. **Bedrooms:** any necessary entry into the bedrooms of the house will require 24 hours advance notice to the participant to respect the privacy of the participants; except in cases of emergency, participant's abandonment of the room, or court order.



- 19. Changes in rules:** I agree to adhere to all reasonable rules and regulations that KHOC deems necessary and may put into effect after my entry into the program. If I do not agree with the change, I am free to leave the program.
- 20. Indemnification:** I agree to hold harmless all KHOC Staff and Volunteers from liabilities for any loss of or damage to my property or injury to my person occurring during my voluntary participation in this housing program. This release of liability shall include any such damage to person or property that may be caused by me, other participants of the program, or trespassers on any property or facility operated by KHOC.
- 21. House Rules:** I agree to abide by the House Rules and understand that violent or nuisance/harassing behavior may result in a 3-day notice of eviction:
- A. Partial Self-Governing and Self-Managing:** It is a goal that the house members will be somewhat self-governing and self-managing, taking part in making their own house rules, or propose reasonable changes to these initially approved house rules, if desired. It is in the best interest of the members to have rules to create a peaceful and restful home environment. The decision-making process should be consensus among the residents.
 - B. House Meetings:** To encourage self-governing and self-managing, all participants agree to meet at least weekly for at least 20 minutes to discuss any disagreements or misunderstandings regarding the operation/function of the house. Meetings will be led by the House Manager to help with open communication and conflict resolution. Good, open, respectful communication among residents is a key to having a successful community living environment. Listening carefully to each other before speaking is also another key to success.
 - a.** If a person cannot attend a scheduled meeting for any reason, they must contact the House Manager in advance. Failure to attend the weekly meeting may result in dismissal from the program.
 - C. Alcohol:** KHOC operates two types of homes: sober houses with all alcoholic drinks prohibited, and lower barrier homes that allow moderate (not heavy or binge) drinking. This home is a sober home.
 - a. Rules For Sober Homes:** No alcoholic drinks allowed anywhere on the property (inside or outside of the house). No intoxication whatsoever allowed at any time anywhere in the house or on the property). A blood alcohol concentration above 0.00% (zero) is not tolerated on the property. Any drinking while living in the house will be grounds for immediate dismissal from the program. If suspected of having been drinking, refusal to take a breathalyzer test to verify sobriety is grounds for dismissal. [If a room is available in a “Lower Barrier Home”, the participant might be able to transfer to another house].
 - D. Weapons:** No guns, knives over 3.5” long, or other weapons are permitted on the property (other than kitchen knives which are used only in the kitchen).
 - E. Quiet Time:** From 10 PM to 6 AM is quiet time. Listening to TV, radio or music during these times should be done with headphones to respect the quiet sleeping time of others.
 - F. Guests:** Since this is a shared home, participants should be respectful of other residents and limit the amount of time they have guests at the house, especially if they are using the common areas of the home. Participants should not use shared bedrooms for visiting with guests, for the privacy of the room’s other occupant. Visitor’s hours are: Daily: 9 AM to 10:00 PM.
 - a.** Overnight Guests: Only person(s) who are participants in the Affordable Home Program are allowed to live in the shared house. No overnight guests are allowed without the prior written permission of the Director’s designee. Violation of this rule may result in dismissal from the program.
 - b.** Conduct of Guests: actions, behavior, and language must be in accord with the overall goal of the house (restful, safe, healthy, and encouraging environment). Any behavior or activity of guests or residents that undermine the program will not be tolerated. Residents are responsible and will be held liable for actions and conduct of their guests.
 - G. House Chore Schedule:** It is expected that the house residents will create their own chart showing the days of week and what chores will be done by whom on what days. If the residents have difficulty organizing themselves to prepare this, then the House Manager may be called on to assist them in this effort. The house residents are responsible for the purchase of their own cleaning supplies.
 - H. Stealing:** Since this is a shared home, residents must feel safe and therefore stealing from one another cannot be tolerated. Stealing is an offense that may result in immediate dismissal from the program.
 - I. Non-Violent Conduct Policy:** It is the policy to treat everyone with dignity and respect. In accordance with that policy, violence or abusive behavior toward any other person is strictly prohibited. Violence includes verbal, emotional, physical, sexual or mental abuse. Violations of this policy may result in immediate termination from the program. Residents are encouraged to call 911 and or file a protective order if violent or threatening behavior continues. Under this policy, violence includes, but is not limited to the following:
 - a. Verbal abuse:** name calling, yelling, slandering, profanity, racial slurs (including homophobic statements), etc.
 - b. Emotional abuse:** shunning, put-downs etc.
 - c. Physical abuse:** hitting, pushing, punching, slapping etc.



- d. **Threats:** threatening another person in any way is grounds for immediate dismissal from the program.
 - e. **Sexual abuse:** all forms of unwanted and inappropriate touching, comments, inappropriate behavior or sexual contact.
- J. Cars/Parking:** Cars must be kept in running order and with proper registration. All participants must park with consideration for others and for safety, taking care not to block driveways, roadways, or other vehicles.
- K. Parking Restrictions Specific to this House:**

- L. Sleeping in Common Areas:** Participants are to sleep in their bedrooms at night, not on the couches or other common areas. Any exception to this rule must have permission in writing from the Director’s designee.
- M. Flammable/Hazardous Materials:** I agree not to light candles or use anything else that produces an open flame anywhere inside the home. I agree to not possess any type of personal property that could be considered a fire hazard such as a substance having flammable or explosive characteristics on the premises. Items that are prohibited to be brought into or onto the premises includes but is not limited to gas (compressed), gasoline, fuel, propane, kerosene, motor oil, fireworks, or any other related content in the form of a liquid, solid, or gas.
- a. Participants who wish to use any of the named hazardous items for the express purpose of outdoor cooking: this may be permitted if prior written permission is obtained from the Director’s designee— depending on the specific lease agreement with the homeowner, if there is appropriate outdoor storage and space to accommodate the activity, and if all housemates can demonstrate safety knowledge regarding the items.
- N. Confidentiality and Respect:** The privacy of every participant is critical. Participants must observe strict confidentiality when talking with people outside of the home. Names or specific information regarding other participants should not be given to others except in case of emergency. Contact 911 for emergencies. Any participant found to be in violation of giving out information about another participant may face termination from the program.
- O. Police:** Calling the police for non-emergencies (i.e. disagreement between residents) could be grounds for a verbal warning. KHOC’s landlord/homeowner can cancel the house lease for misuse of emergency services. Please do not hesitate to call 911 in the event of a medical emergency, physical violence or meaningful threats of violence.
- P. Going Uninvited into Someone’s Bedroom:** Going into another person’s bedroom without their permission may result in dismissal from the program.
- Q. Room Cleanliness:** Residents are to keep their room in a sanitary condition and clear of trash, clutter, and used dishes. Open food, and food wrappers that may attract rodents or insects, or create bad odors, must be properly disposed of in the outside trash receptacles. Rooms must have clear pathways for entering and exiting in case of an emergency. Cluttered rooms that do not allow for easy access pose fire and safety hazards and are a violation of our program and agreement.
- R. Personal Hygiene:** Residents are to take regular showers or baths to be healthy and prevent bad odors from skin fungus or other things that would be a nuisance to others in the house, and unhealthy to the resident. Clothes are to be cleaned to be free from excessive odor and fungus.
- S. Additional Rules or Important Information that is Specific to this House**

- 22. Reminder Regarding Dismissal:** Living in this house is part of an “Affordable Home Program” for persons in danger of homelessness which utilizes a shared house, in some instances shared bedrooms and common areas, with various program elements. For the safety, health, and welfare of the other participants, failure to comply with the terms and conditions of the agreement will result in a written warning, after which two written warnings may be followed by removal from the program and eviction from the house. If the dismissed participant does not voluntarily leave the premises, he/she may be removed by the Police Department or County Sheriff.
- 23. Fines:** I understand that the consequence of violating this Program Agreement or House Rules may be expulsion from the program and the home. For lessor offences, I understand I may be fined \$50 (fifty dollars), to be added to my next monthly program fee bill. I understand that I will be given written notice of violation and put on probation before being fined or expelled from the program. Failure to pay any outstanding fine would be grounds for immediate termination from the program.



- 24. House Security & Keys:** Each resident will be issued a key or door code to their bedroom as well as a key or door code to the house. Keys may never be duplicated; and keys and door codes may never be shared with anyone for any reason. Exterior doors shall remain locked for the safety and security of all participants and property; take care to lock the door behind you when you leave. Please take your house key with you whenever leaving so you are not locked out of the house. If you lock yourself out of your room or house and need KHOC staff to bring a key to let you in, there will be a \$20 fine.
- 25. Items in Common Areas:** Before any furniture or decor is added/removed/changed within common areas, all house members should agree to the change, and any major changes (large furniture items, removal of KHOC-provided items) must be brought before the House Manager for approval. Anyone who places their personal items in the common areas must allow all residents to use those items. If they cannot agree to that provision, they must store the item either in their bedroom, any agreed upon personal space within kitchen/bathroom, or offsite (such as a storage unit). Individuals allowing their items to be used in the common areas, inside or outside the house, understand that KHOC is not liable for any damage or wear and tear while being used in the common areas, and they assume all risk for allowing others to use it. All participants are to treat all furniture, appliances, and other items with care and respect, regardless of where it came from. Storing any items outside the house but on the property requires prior written permission from the Director’s designee.
- 26. Pest/Bed Bug Protocol:** All new residents must follow protocol to keep pest or bed bugs from coming into our clean homes. All bedding and clothing should be put in plastic bags until it can be run through the dryer on high setting for 30 minutes to kill any pests/bed bugs/eggs/ with the heat. Any used mattresses and box springs should be treated with 90%+ Rubbing Alcohol. Any used couches brought into the house should be inspected and treated. Ants: Residents should not store open food in their room that would attract ants and cockroaches. If ants or other pest appear, it is the residents responsibility to buy ant bait to kill the ants, and remove anything that is attracting them.
- 27. Fire Safety:** I understand that there will be regular fire safety checks in all common areas and bedrooms, on at least a quarterly basis. Participants agree to notify House Managers of any fire safety concerns in a timely manner. All smoke alarms in the house are battery-powered.
- 27.1. Participants shall not:** remove or tamper with smoke alarms; leave heat sources unattended such as stovetops and heaters; “daisy chain” cords, extension cords, surge protectors, adapters, etc; continue to use or plug in anything with a cord that is hot to the touch; or use space heaters without prior approval from and inspection by House Manager.
- 28. Mold:** Participants are to use proper ventilation in the bathrooms (turn on exhaust fan for 30 min after bath/shower) and immediately notify the house manager of any water leaks or presence of mold or mildew.
- 28.1.** I acknowledge that I have received the Washington State Department of Health Brochure on “*Got Mold? Frequently Asked Questions about Mold.*” (on KHOC’s website, and a printed copy located in the house for common use) and agree to take all recommended steps to control the growth of mold in the home, and for cleaning any mold that is discovered or develops during my participation in this program. initial→ _____
- 29. Lead Paint:** *(check one)*
- The Premises was built prior to 1978 and there is an attachment titled the ‘Lead-Based Paint Disclosure.’
- The Premises was not built prior to 1978.
- 30. Appeals and Grievance Policy:** I am aware that KHOC has an Appeals and Grievance Policy and the process for making a complaint is available on its website. KHOC ensures that no participant faces any retribution or is denied services after utilizing this grievance process.
- 31. Validity of Each Part:** If any portion of this Program Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

Participant Signature: _____

Date: _____

Print Participant Name: _____

**HOC Representative
Signature:** _____

Date: _____

**Name and Title of HOC
Rep:** _____

Emergency Contact: name, relationship, phone, and address



Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

(e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____	_____	_____	_____
Lessor	Date	Lessor	Date
_____	_____	_____	_____
Lessee	Date	Lessee	Date
_____	_____	_____	_____
Agent	Date	Agent	Date



KHOC Condition Inspection Checklist

Instructions: Participant completes this checklist within three days of moving in and participant and KHOC staff review property and completed checklist together and mutually agree on the condition of the property upon move-in by signing this form. Each party keeps a copy of signed checklist. Participant and KHOC representative uses the move-in checklist during the move-out inspection and again when determining if any of the tenant's deposit will be retained for cleaning or repairs after move-out.

Participant Name: _____

Property Address: _____

BE SPECIFIC and DETAILED when filling out the checklist.

ITEM	CONDITION ON ARRIVAL	CONDITION ON DEPARTURE
PRIVATE/PERSONAL AREAS		
BEDROOM		
Floor & Floor Covering(s)		
Walls & Ceiling		
Window(s) & Screen(s)		
Window Covering(s)		
Closet(s), including Doors & Tracks		
Lighting Fixture(s)		
Smoke Alarm		
Door(s)		
Door Lock(s) & Hardware		
BATHROOM (SKIP IF NOT APPLICABLE)		
Floors & Floor Covering(s)		
Walls & Ceilings		
Counters & Surfaces		
Window(s) & Screen(s)		
Window Covering(s)		
Sink & Plumbing		
Bathtub/Shower		
Toilet		
Light Fixture(s)		
Door(s)		
Door Lock(s) & Hardware(s)		
Inside Drawers		

ADDITIONAL NOTES:

ITEM	CONDITION ON ARRIVAL	CONDITION ON DEPARTURE
COMMON AREAS, SHARED WITH HOUSEMATES		
LIVING ROOM		
Floor & Floor Covering		
Walls & Ceiling		
Door(s)		
Door Lock(s) & Hardware		
Lighting Fixture(s)		
Window(s) & Screen(s)		
Window Covering(s)		
Smoke Alarm		
Carbon Monoxide Alarm		
Fireplace		
KITCHEN		
Floor & Floor Coverings		
Walls & Ceiling		
Door(s)		
Door Lock(s) and Hardware		
Window(s) & Screen(s)		
Window Covering(s)		
Light Fixture(s)		
Cabinets/Inside Drawers		
Counters		
Stove/Burners, Controls		
Oven/Range Hood Inside, Outside, Fan		
Refrigerator		
Dishwasher		
Sink(s) & Plumbing		
Garbage Disposal		
Fire Extinguisher		
DINING ROOM		
Floor & Floor Covering(s)		
Walls & Ceiling		
Light Fixture(s)		
Window(s) & Screen(s)		
Window Covering(s)		
Other		
SHARED BATHROOM		
Floors & Floor Covering(s)		
Walls & Ceilings		

ITEM	CONDITION ON ARRIVAL	CONDITION ON DEPARTURE		
Counters & Surfaces				
Window(s) & Screen(s)				
Window Covering(s)				
Sink & Plumbing				
Bathtub/Shower				
Toilet				
Light Fixture(s)				
Door(s)				
Door Lock(s) & Hardware(s)				
Inside Drawers				
HALL				
Smoke Alarm				
Carbon Monoxide Alarm				
OTHER				
Heating System				
Air Conditioning				
Stair(s)				
Hallway(s)				
Lawn(s) & Garden(s)				
Patio, Terrace, Deck, etc				
Parking Area(s)				
Front/Back Porch				
Other				
Other				
Other				
# of Keys Received:	Door	Laundry	Mailbox	

Move-in Date: _____

Move-out Date: _____

Date inspection completed: _____

Date inspection completed: _____

Inspection completed by: _____

Inspection completed by: _____

Participant Signature: _____

KHOC Signature: _____

KHOC Signature: _____