



SERVICE AGREEMENT

B e t w e e n:

The Salvation Army
Addictions and Residential Centre (“**The Salvation Army**”)
Keystone Transitional Program (the “**Keystone Program**”)

And

_____ (Last Name of Participant) _____ (First and Middle Name)

_____ (Social Insurance Number) _____ Cell Phone Number

(hereafter known as the “**Participant**”), for participation in The Salvation Army, Keystone Transitional Plan at 11835 – 85 Street, Edmonton (the “**Building**”).

1. Agreement

(a) The Salvation Army has agreed to make available and the Participant has agreed to accept the Services in accordance with the Transitional Plan. The Salvation Army and the Participant agree that the term of this Service Agreement (the “**Agreement**”) and the period of the participation of the Participant in the Keystone Program, (collectively, the “**Term**”) shall commence on: _____ (the “**Start Date**”) and shall continue until the earlier of
dd - mm - yyyy

(i) _____ (the “**Outside End Date**”); or
dd - mm - yyyy

(ii) the date this Agreement is ended in accordance with this Agreement, whether this Agreement is terminated by The Salvation Army or the Participant.

(iii) the assigned suite is _____
Suite Number

(iv) the rate for the suite is (check one)

- Bachelor Suite: \$580.00 per month
- One Bedroom Suite: \$685.00 per month
- Two Bedroom Suite: \$725.00 per month

(v) the Damage Deposit for all suites is:

Damage Deposit: \$350.00

It is agreed by the Participant that as the Keystone Program is a transitional program, this Agreement:

(aa) must end and the delivery of the Services must cease no later than twelve (12) months after the Start Date, so as to be complete no later than the Outside End Date, which is the fixed term and the maximum period of this Agreement; and

(bb) this Agreement must end and the delivery of the Services must cease at such time as The Salvation Army determines that the objectives of the Transitional Plan have been met

or that these objectives will not be met, for reasons which may include the refusal or neglect of the Participant to actively and meaningfully participate in the Transitional Plan and the Keystone Program.

(b) The Participant acknowledges and agrees that the Keystone Program and the Building have been designated 'Illicit Drug and Alcohol Free' to assist participants in the Keystone Program with addiction recovery programs and for the health, welfare and benefit of the participants in the Keystone Program generally. The use of alcoholic beverages and illicit drugs in any manner and in any place, whether within or outside the Building, by any Participant is strictly prohibited. For the purposes of this Agreement, "illicit drugs" are street drugs, including marijuana, and includes prescription drugs which have not been prescribed for the Participant by the Participant's doctor or, if prescribed for the Participant, are not taken in the way the doctor prescribed. Unless the Participant has advised The Salvation Army in writing and provided appropriate evidence, The Salvation Army is entitled to assume that any medication the Participant possesses or has taken is an illicit drug. "Illicit drugs" do not include common medications purchased without a prescription taken in the ordinary doses in accordance with the directions for use for that medication. The Participant expressly agrees that the use of alcoholic beverages or illicit drugs by a Participant (whether in or outside of the Building) shall in and of itself be sufficient grounds for immediate termination of this Agreement.

2. Services

(a) The Salvation Army is a service provider which operates the Keystone Program and offers the Services described in this Agreement to people who require and are prepared to accept such Services in order to develop the skills appropriate for people to learn to live independently in the community. These Services are delivered in accordance with the guidelines, rules, policies and program requirements established by The Salvation Army, as amended, modified and/or added to, from time to time, in the sole discretion of The Salvation Army, to the extent that funds and other resources are available in order to permit The Salvation Army to do so.

(b) The Participant is an individual who has:

- (i) successfully completed an addictions treatment program;
- (ii) lived free from alcohol and the use of illicit drugs for at least six (6) months;
- (iii) committed to change his life, to live free from alcohol and the use of illicit drugs and to learn the skills necessary for independent living in the community;
- (iv) been referred to The Salvation Army by a recognized addictions program; and
- (v) requested that The Salvation Army provide the Services to the Participant which are described in this Agreement.

(c) The Services The Salvation Army has agreed to provide and the Services the Participant has agreed to accept in accordance with this Agreement are as follows:

- (i) basic counselling and support (including addictions and rehabilitative life skills counselling) by the staff at the Building, to the extent that they are available;
- (ii) employment assistance programs;

- (iii) spiritual counselling and pastoral care;
- (iv) co-ordination of community based services so that they are accessible to the Participant and other participants in the program, including from time to time, specialized from community agencies counselling to the extent available from time to time;
- (v) assistance with applications for government assistance; and
- (vi) other services as may be specified, in a written document (the “**Transitional Plan**”) developed by The Salvation Army that identifies specific strategies that are to be undertaken to help the Participant to achieve his goals, and the services and supports that are to be provided,

(collectively, the “**Services**”). The Participant agrees to work actively and meaningfully with The Salvation Army, including meeting with staff of The Salvation Army (the “**Program Staff**”) at regular times specified by The Salvation Army, in order to accept the Services and work towards the objectives referred to in the Transitional Plan, as it may be amended, modified, expanded and/or reduced from time to time by The Salvation Army, whether or not in writing. The Participant understands and agrees that notwithstanding any other provision of this Agreement, the Services provided shall be available in the Building, at the time and in the locations specified by The Salvation Army from time to time, only to the extent to which such Services are required by reason of the needs and the daily circumstances of the Participant, as determined from time to time by The Salvation Army, in its sole discretion. Notwithstanding any other provision of this Agreement, The Salvation Army has the right to temporarily suspend or interrupt the delivery of certain Services without notice to the Participant, for any reason, such as the unavailability of a resource, a staff holiday or staff illness.

3. Transitional Plan

(a) The Participant must complete a Transitional Plan with Program Staff prior to acceptance into the Keystone Program, otherwise the Transitional Plan may be developed by Program Staff based upon their assessment of the needs and capabilities of the Participant. As part of the development of the Transitional Plan, Program Staff and the Participant will consider: (i) the Participant’s specific goals for this time of transition and a realistic strategy for reaching those goals; (ii) goals for work, or school; (iii) how the Participant will give back to the community (volunteering – where, number of hours weekly); (iv) financial stability (or working towards the same); (v) establishing a support network; (vi) a plan for finding housing on an immediate basis during this transition and for securing long term housing later. The Salvation Army expects that the Transitional Housing Plan will be prepared prior to the Start Date as a part of the relapse prevention course and must be submitted with the application of the Participant for Services.

(b) The timing and extent of the delivery of the Services shall be determined by The Salvation Army based on the Transitional Plan. The Transitional Plan is only an estimate by The Salvation Army of the Services required by the Participant as of the date it is prepared. The Transitional Plan is informally reviewed by The Salvation Army on a regular basis in the course of the delivery of the Services to the Participant. The Salvation Army may deviate from or otherwise alter the Transitional Plan when The Salvation Army considers it appropriate, in its sole discretion. To the extent of any inconsistency between the Transitional Plan and this Agreement, this Agreement shall be paramount.

4. Participant Responsibilities

(a) The Participant acknowledges and agrees that the ability of The Salvation Army to deliver the Services in an effective manner and the success of the Transitional Plan are contingent upon the cooperation and active involvement of the Participant. The Participant covenants and agrees to:

- (i) co-operate with The Salvation Army in developing the Transitional Plan of the Participant and, in particular, to identify the specific short term and long term goals of the Participant;
- (ii) provide such information, documents and materials as may be requested by The Salvation Army, from time to time, within seven (7) days of the request of The Salvation Army;
- (iii) arrange for and accept community services, which do not form part of the Services provided by The Salvation Army;
- (iv) meet with Program Staff at the request of Program Staff and attend a "house meeting" at least once a month and other programs as determined by The Salvation Army or as specified in the Transitional Plan;
- (v) if the Participant is in aftercare, as specified in the Transitional Plan, to attend appropriate weekly supportive meetings, (e.g. Alcoholics Anonymous, Narcotics Anonymous, Gamblers Anonymous, etc.);
- (vi) submit to random drug testing at the direction of Program Staff;
- (vii) respect the privacy and other rights of other persons within the Keystone Program, obey the security rules and procedures and otherwise behave in accordance with any program rules adopted by The Salvation Army from time to time for the Keystone Program (the "**Program Rules**"), as the Program Rules may be amended by The Salvation Army from time to time;
- (viii) treat Program Staff and other persons within the Keystone Program in a respectful and courteous manner; and
- (xii) actively and meaningfully participate in the Transitional Plan and cooperate in the delivery of the Services to the best of the ability of the Participant.

(b) If the Participant is on medication, the Participant must comply with doctor's/pharmacist instructions. Medications are not to be discontinued without doctor's written instructions. If the Participant is not compliant with doctor's instructions, the Participant may be released from the Keystone Program and this Agreement terminated. Administration of prescription medication is the Participant's responsibility. Participants have been cautioned that some medications can trigger a positive drug test during the random sampling so that it is very important that all medications to be taken by the Participant be disclosed to The Salvation Army.

5. Termination

(a) The Participant acknowledges and agrees that after this Agreement has been terminated by either party, then The Salvation Army does not have any legal responsibility or other obligation to the Participant (including any obligation to provide any Services) in any circumstances.

(b) The Salvation Army is entitled to terminate this Agreement and the occupancy of the Participant at any time The Salvation Army thinks it is appropriate to. If The Salvation Army terminates the Agreement:

(i) because the Participant has threatened or injured any other participant or the Program Staff or otherwise committed or threatened to commit a serious breach of the obligations of the Participant, in the opinion of The Salvation Army, (which may, for example, include a situation where the Participant has used illicit drugs or alcohol, in or outside of the Building, The Salvation Army will give the Participant written notice on the termination date stated in the notice, so that the Participant must leave immediately; or

(ii) because the Participant has (whether by act or omission) breached any of his other obligations as a Participant, including circumstances where The Salvation Army has determined that the Participant has not actively and meaningfully participated in the Transitional Plan, The Salvation Army will give the Participant written notice, fifteen (15) days prior to the termination date stated in the notice; or

(iii) because The Salvation Army has decided that it wants to terminate the Agreement, but the Participant has not breached his obligations as an Participant (such as where The Salvation Army has determined that the objectives of the Transitional Plan have been achieved or that these objectives will not be met) then The Salvation Army will give the Participant written notice thirty (30) days prior to the termination date specified in the notice.

For greater clarity, the Participant understands that no prior notice of termination is required for this Agreement to terminate on the Outside End Date, because this Agreement and the Services will terminate automatically on that Outside End Date.

(c) The Participant may terminate this Agreement at any time after giving The Salvation Army written notice of termination. As a courtesy, the Participant is to give at least thirty (30) days written notice before the termination date stated in the notice, so that The Salvation Army can plan for its staffing and program delivery needs and make the Services available to others who need and want the Services.

6. No Liability

(a) The Salvation Army and the Participant agree that The Salvation Army is an organization which operates on a "charitable" basis and serves people with a variety of needs so that the Participant agrees that The Salvation Army is not responsible or liable for the conduct or behaviour of other participants in the Keystone Program and other individuals, provided that The Salvation Army acts in a reasonable way, as a prudent provider of these services for individuals who have history of homelessness (to the extent of the resources of The Salvation Army for that purpose), having regard to the needs of all of the individuals who are served at the Building.

(b) The Salvation Army and the Participant agree that The Salvation Army shall not be liable to the Participant for any failure by other participants in the program to observe the Program Rules, or the terms of their Agreements, or for any failure by The Salvation Army to enforce such obligations against other persons served at the Building, or their visitors, provided that The Salvation Army acts in a reasonable way, as a prudent provider of these services for individuals (to the extent of the resources of The Salvation Army allocated for that purpose), having regard to the needs of all of the individuals who are served at Building, including the Participant.

(c) The Salvation Army and the Participant agree that, without limiting the generality of the foregoing, The Salvation Army shall not be held liable or responsible for any losses, claims, costs and/or damages arising from:

- (i) any personal injuries or death(s) that may be suffered or sustained by the Participant, or any other person who may be in the Building, provided that such personal injury or death was not caused by the negligence and/or intentional misconduct of The Salvation Army;
- (ii) any loss, or damage to any property belonging to the Participant or any other person, while such property is in the Building, or for any unauthorized use of such property by other Participants or any other person; or
- (iii) any damage caused by anything done or omitted to be done by any participants in the Program or other persons who are within the Building.

Furthermore, to the extent that Services include the co-ordination by The Salvation Army of community based services delivered by other agencies, The Salvation Army shall have no responsibility for the quality and/or delivery of such services by other agencies, or any negligence or misconduct by these agencies or anyone these agencies might be responsible for at law.

7. Program Rules

The Salvation Army can make, from time to time, such rules as The Salvation Army considers are beneficial for the provision of the Services and/or make changes to these rules which will form part of the Transitional Plan. The Participant agree to obey these rules and, if The Salvation Army changes or adds to these rules from time to time, the Participant agree to obey any new rules The Salvation Army may decide to make. The Participant also agree to make sure that anyone the Participant allows into the Building obeys these rules.

8. If the Transitional Plan provides for a License

(a) If the Transitional Plan states that the Participant will be permitted to use one of the residential units at the Building (a "Unit") as part of the Services designed to assist the Participant to develop and learn the skills required for independent living, the Participant agrees that this use will be a license, which does not create a "tenancy" and does not otherwise give the Participant a "right" to occupy the Unit. The Participant agrees that any occupancy by the Participant of a Unit is a privilege licensed to him for the sole purpose of providing the Services and allowing him to learn, in a "hands on" way, the skills appropriate for independent living. The Participant understands and agrees that:

- (i) The Salvation Army may revoke this permission at any time or may require the Participant to move to another Unit in the Building or, in certain circumstances, share the Unit, as specified in the Transitional Plan; and
- (ii) the Participant will not have exclusive possession of the Unit, as the Unit is part of the program space within the Building to which Program Staff of The Salvation Army will have free access, although, as a courtesy Program Staff are ordinarily expected to knock before entering unless an exceptional situation arises or the Unit is to be checked for any violation of this Agreement.

The Participant understands and agrees that The Salvation Army has determined that often, the most effective way to assist individuals to move to independent living is to give them the opportunity to occupy premises like the Unit with the Services and with the commitment of the Participant to accept the Services and actively participate in the Transitional Plan. This license is part of the Transitional Plan and part of the Services to help the Participant develop the appropriate skills to secure and maintain permanent housing and live independently in the community. The Participant specifically agrees and acknowledges that the Keystone Program and

this license for the Unit is not a tenancy agreement and is not subject to the *Residential Tenancies Act*.

(b) The license for the occupation of the Unit by the Participant shall begin on _____, and shall end immediately if this Agreement is terminated, without the need for any further notice. In any event, this occupation of the Unit shall end no later than the Outside End Date.

(c) A monthly amount will be paid by the Participant under this license as a contribution to the costs of operating the Building as follows:

	Accommodation Fee: (Bach \$580)	<u>\$280.00</u>
	Program Fee:	<u>\$300.00</u>
	Total Monthly Fee:	<u>\$580.00</u>
OR		
	Accommodation Fee: (1 Bdrm \$685)	<u>\$385.00</u>
	Program Fee:	<u>\$300.00</u>
	Total Monthly Fee:	<u>\$685.00</u>
OR		
	Accommodation Fee: (2 Bdrm \$725)	<u>\$425.00</u>
	Program Fee:	<u>\$300.00</u>
	Total Monthly Fee:	<u>\$725.00</u>

This contribution may be changed by The Salvation Army from time to time. Furthermore, the Participant is required to provide a security deposit of four hundred dollars (\$400.00) before occupancy of the Unit. If the Participant occupies a Unit under a license, the Participant agrees to contribute to the maintenance and cleaning of the Building by dedicating at least two hours each week to the performance of chores assigned by the House Operation.

Participants who leave the program, either by their choice or by defaulting on the Service Agreement will not receive a refund for partial month stays.

(d) This license gives the Participant personal permission to occupy the Unit for the purposes of the program which, for greater certainty, may not be assigned or shared by the Participant. The license to occupy is personal to the Participant allowing him to use the Building, in common with others, with permission to use a particular Unit allocated to the Participant from time to time, which allocation may change from time to time without notice, in the way decided upon by The Salvation Army.

(e) If the Participant remains in possession of the Unit after the termination of his license, The Salvation Army may immediately proceed to remove the Participant from the Building and prevent access and to dispose of the belongings of the Participant in whatever manner The Salvation Army considers appropriate without liability to the Participant.

(f) The Salvation Army may, in its discretion: (i) perform whatever repairs, renovations or other alterations to the Unit and/or the rest of the Building, (ii) change, remove or add to any furnishings provided in the Unit, in anyway that The Salvation Army thinks reasonable or beneficial. These rights of The Salvation Army may be exercised by The Salvation Army or any of its Program Staff, agents, contractors and others expressly authorized by The Salvation Army from time to time.

The Salvation Army shall not be liable for indirect or consequential damages, or damages for personal discomfort or illness arising from the lack of heat, hot and cold water, electricity or other utilities or services, or from alterations or repairs to the Unit or services.

(g) If the Unit is rendered uninhabitable for any reason, such as a fire, The Salvation Army may terminate this license, but may continue this Agreement so that this section 8 and the License Rules will no longer apply. The Salvation Army shall not be liable for any costs or expenses incurred by the Participant by reason thereof, including without limitation costs of finding alternative accommodation.

(h) The Participant agrees that if the Participant wants insurance, he must arrange for his own insurance for any risks that a prudent person would arrange insurance coverage for, as The Salvation Army is not responsible or able to insure the personal belongings of the Participant.

(i) If the Participant dies while the Participant is a Participant of the Unit, this Agreement will terminate immediately. The Participant understands that, in that event, The Salvation Army will deal with the executor or administrator of the Participant's estate, or if there is no executor or administrator of the estate known to The Salvation Army, any member of the family of the Participant or a friend of the Participant.

(j) The Participant is permitted to occupy the Unit not in order to be granted a tenancy, but in order to better participate in the Transitional Plan, so as to better learn and apply the skills for independent living. The Keystone Program is a critical part of the spectrum of services available to those in need of transitional and rehabilitative services in this community. The Keystone Program is not for everyone in need. In particular, anyone who wants to be a part of the Keystone Program has to be committed to actively participating in the Services offered and must be committed to living free from illicit drugs and alcohol. The Participant understands and agrees that his participation in the Transitional Plan and his use of the Unit has a significant impact upon others within the Building and the Keystone Program. In particular, the Participant understands that The Salvation Army must retain control and possession of the Unit so as to protect the rights of those within the Keystone Program, including, for example, the right to ensure that the Unit is free from alcohol and illicit drugs, the possession and use of which will jeopardize the sobriety of others and compromise their ability to succeed.

(k) In order to protect the interests of all participants, the Participant understands that The Salvation Army must impose certain further requirements (in addition to retaining possession and control of the Unit), including the requirement that the participants submit, from time to time, at the discretion of The Salvation Army, to a drug and alcohol test (a "**Drug/Alcohol Test**") in circumstances The Salvation Army considers appropriate. Therefore, the Participant consents to Drug/Alcohol Tests of the Participant at any time and from time to time, in accordance with the License Rules and this Agreement. The Participant agrees to provide his written consent for such Drug/Alcohol Tests promptly at the request of The Salvation Army. The Participant specifically agrees that if the Participant refuses to consent to such a Drug/Alcohol Test, fails to co-operate with a Drug/Alcohol Test or otherwise interferes with such a Drug/Alcohol Test, that The Salvation Army is entitled to terminate this Agreement (including the license of the Participant) and require the Participant to leave the Keystone Program immediately, so that the Participant will no longer be permitted to enter the Building.

(l) The Salvation Army is entitled to retain control of the Unit and make rules for the use of the Unit and to make sure that the Unit is used by the Participant for the purposes of the Keystone Program in the way The Salvation Army considers proper (the "**License Rules**"). If The Salvation Army is prepared to license the use of a Unit to the Participant, then attached to this Agreement

are the License Rules that the Participant must obey as part of the permission to use the Unit, as the License Rules may be amended by The Salvation Army, from time to time.

9. No Waiver of Rights

The Participant understands and agrees that not everyone who works for The Salvation Army has the authority to speak for The Salvation Army. Therefore, if the Participant has to make an agreement or arrangement with respect to the Services or anything else related to this Agreement, it is only binding on The Salvation Army if it is in writing and signed by the Executive Director of The Salvation Army Addictions and Residential Centre.

10. Interpretation

(a) This Agreement is meant to complement the rights of The Salvation Army under the law, but it does not limit or modify the rights of The Salvation Army under the relevant laws. If, for some reason, a part of this Agreement can't be enforced, the rest of the Agreement will not be affected, and will still be enforceable.

(b) This Agreement represents the entire agreement between The Salvation Army and the Participant, so that notwithstanding any conversations, discussions, representations, correspondence, brochures, and/or other information the Participant may have received in the past or in the future, this Agreement shall govern the rights and obligations of the Participant and The Salvation Army. As this is the entire agreement between the Participant and The Salvation Army, no other communication shall constitute a promise, representation, warranty, covenant or otherwise create an obligation or duty which is enforceable against The Salvation Army.

11. Rights and Obligations

This Agreement creates rights and obligations for the Participant and The Salvation Army, which are binding upon and which can be enforced and enjoyed by the successors and assigns of The Salvation Army and by the heirs, executors, administrators, successors and authorized assigns of the Participant.

12. Privacy

Participants' privacy will be protected according to Salvation Army Privacy Policy and all applicable privacy laws, the Participant agrees that The Salvation Army and any of the agencies which together provide services to the Participant, including any other agencies The Salvation Army has chosen to enter into a service arrangement with (the "**Service Providers**") may share information about the Participant and exchange whatever information each of the Service Providers have about the Participant including matters related to the need for services and the participation by the Participant in the services provided. The Participant agrees to promptly sign any document The Salvation Army requests of the Participant in order to facilitate this disclosure. The Participant agrees that it is essential for the proper delivery of Services that this disclosure and sharing of information about the Participant amongst The Salvation Army and the Service Providers occurs, so that if the Participant does not promptly provide the releases, consents and authorizations requested, The Salvation Army will be entitled to terminate this Agreement.

13. Agreement

This Service Agreement is not valid until signed by both the Director of Programs and the Executive Director or designate of The Salvation Army, Addictions and Residential Center.

I, _____, the Participant, agree to participate actively, meaningfully and diligently, to the best of my ability in the Transitional Plan and comply with this Agreement and the Program Rules. I have read and understand this Agreement and confirm that I have kept a signed copy of it.

I, _____, do
 do not
(check one)

request that I be permitted a license to occupy a Unit, to be used in conjunction with and as part of my active, meaningful and diligent receipt of and participation in the Services provided by The Salvation Army. I understand and agree that if I request that a license and permission is given by The Salvation Army, this license may be revoked by The Salvation Army at any time and this license is subject to the License Rules (as The Salvation Army might amend them from time to time) and the provisions of this Agreement applicable to this license.

Participant _____ Date: _____
(Print Name) *(Signature)*

**The Salvation Army Addictions and Residential Centre
Keystone Transitional Program**

Program Director _____ Date: _____
(Print Name) *(Signature)*

Executive Director: _____ Date: _____
(Print Name) *(Signature)*

The Salvation Army Keystone Transitional Program License Rules

The Participant acknowledges and agrees that he is permitted the use of a Unit for only so long as this is part of his Transitional Plan and that this use is only for the purpose of receiving and developing the skills appropriate to transition to independent living in the community. This limited permission for the Participant to use the Unit is subject to the terms of the Service Agreement and the following License Rules:

1. Purpose

The Participant understands that the Agreement is the foundation of the relationship with The Salvation Army, but this Agreement does not deal with all aspects of this relationship. In order to operate Building for the benefit of all of the participants who have permission to occupy a Unit, The Salvation Army may make these License Rules, which rules may be changed from time to time. The Participant agrees to obey these License Rules. The Participant also agrees to make sure that his visitors obey these License Rules.

The Keystone Program is set up to encourage people to be as responsible and self-sufficient as possible, and as such there are certain expectations made of all participants. Being a responsible adult encompasses many areas and includes compliance with these License Rules.

Participants are expected to adhere to the License Rules under the guidance and direction of the House Operator at all times. Failure to comply with legitimate requests, directions or instructions from the House Operator in the normal completion of their assigned duties or a breach of the Agreement will lead to appropriate action taken with a Participant, up to and including termination of the Service Agreement.

2. Behaviour

(a) The Participant agrees:

- (i) to use good manners and will respect others and behave in a responsible manner (no swearing or derogatory remarks, no loud arguments, no insults, racial or religious slurs, no disruptive behaviour, no "attitude" towards anyone, etc.);
- (ii) to not have weapons of any kind at the Building (including weapon accessories or replica weapons);
- (iii) to respect the privacy of others;
- (iv) to keep the volume of stereos, televisions and the entertainment systems at a reasonable level;
- (v) not to loiter outside of the Building;
- (vi) not to steal, damage or abuse the property of other Participants, Program Staff and/or the Building;
- (vii) not to gamble within the Building;
- (viii) not to use or threaten violence;
- (ix) not to use or bring into the Building alcohol or illicit drugs; and
- (x) not to post material on bulletin boards without the prior authorization of the House Operator.

(b) The Participant shall not cause or permit any noise, disturbance or interference which (in the absolute discretion of The Salvation Army) is disturbing to the comfort, quiet enjoyment or safety of other Participants in the Unit or in the Building at any time, and particularly during the "Quiet Time" between the hours of 11:00 p.m. and 8:00 a.m. The Participant shall not do or permit anything to be done within the Unit which is obnoxious, objectionable, illegal, noisy or offensive. The Participant shall not do anything or permit anything to be done which would become a nuisance or cause damage, interference or injury to the Unit, The Salvation Army, or any other Participant.

3. No Offensive Materials

Any form of hate material, racist material, pornography and/or other materials which are offensive, exploitative, insulting or degrading are strictly prohibited and will not be brought into the Unit or the Building.

4. Guests

(a) Participants should be in the Building and in their Units by 12:00 midnight each night. All visitors must leave by 10:00 p.m. and no visitors are allowed before 10:00 a.m. Each Participant must respect his neighbours and observe the "Quiet Time" for the Building beginning at 11:00 p.m.. All guests must sign in and out in the Guest Register at the front desk during posted visiting hours (10:00 a.m. – 10:00 p.m.). Each Participant must meet his guests at the front desk. No overnight visitors are permitted under any circumstances.

(b) Visitors may visit in the Units during the hours indicated and after having signed in. Visitors will also be permitted to visit in the Client Lounges. Smoking may only take place in the outside areas designated by the House Operator from time to time, at least fifteen (15) metres from any entrance or window. Use of alcohol and/or illicit drugs by visitors is strictly prohibited, and if any Participant permits friends or family to bring, use or distribute alcohol or drugs within the Building, than the Agreement will be terminated.

(c) Participants are responsible to see that their visitor(s) behave respectfully in accordance with the rules of Building and do not disturb or create difficulties for other Participants, staff or other visitors.

(d) No guests are to be left alone in the Unit or any part of the Building, including the common areas and hallways. Guests are not to be permitted to borrow keys for any reason.

(e) Visiting rights are a privilege which may be withdrawn by the House Operator for any Participant who fails to follow these License Rules.

5. Care of the Unit

(a) The Participant is responsible to keep the Unit safe and clean.

(b) Common areas (like the hallways, laundry room, lounge areas and grounds) must be left clean for other Participants. Each Participant must be respectful of noise levels and activities which may disrupt other Participants while utilizing the common areas.

(c) Picture hooks, rather than nails or screws, must be used to hang wall decorations. Participants shall not paint, paper, carpet or decorate the Unit without the prior written consent of the Program Staff.

(d) Unless prior written consent is given by The Salvation Army, the Participant shall not:

(i) place or affix to the Unit or the Building any placard, notice or sign;

(ii) affix to the Unit or the Building, or erect any radio or television equipment or any other object whatsoever;

(iii) make any structural alterations to the Unit or the Building;

(iv) paint, paper, carpet or decorate the Unit or Building;

(v) repair or service vehicles at the Building, including parking areas;

(vi) install or store heavy appliances or equipment in the Unit or on the Building; and

(vii) use any drapes, curtains, and curtain rods except those that have been supplied by The Salvation Army.

The Participant shall be liable for the cost of repair or replacement in respect of any wilful or negligent damage the Participant has caused or permitted to be caused in the Unit or on the Building, including without limitation the costs of remedying unusual or abusive wear and tear or cleaning of carpets, drapes, furnishings and equipment

and unplugging of sinks, toilets, or other plumbing, including costs of making good any water damage. The Participant shall promptly report to The Salvation Army any damage, unsafe condition, fault or deficiency in the Unit or Building, including without limitation leaking water and non-operating smoke detectors. Repeated occurrences of unusual or abusive wear and tear shall be cause for termination of this Agreement.

(e) All furnishings in the Unit are the property of The Salvation Army. The Salvation Army may change furnishings at any time without notice. The Participant may not add furnishings without the prior written permission of The Salvation Army. The Participant must take reasonable care of all of the furnishings.

6. In the Event of Relapse

If the Participant suffers a relapse in his recovery, The Salvation Army shall be entitled to terminate this Agreement and the occupancy of the Participant. However, The Salvation Army will attempt to offer the Participant assistance in getting him into a recovery program or in securing a shelter bed, as well as other assistance The Salvation Army considers appropriate. Should a Participant refuse to enter into a recovery program or accept a shelter bed, or if no recovery program or shelter bed is available, the Participant will nevertheless be required to vacate the Unit in accordance with notice from The Salvation Army.

7. Smoking, Detectors and Fire Safety

(a) The Building is a non-smoking building. Smoking is allowed only in the outside area designated from time to time by the House Operator, at least fifteen (15) metres from any window or entrance. Receptacles for cigarette butts will be provided in this area and you will be expected to dispose of cigarette butts appropriately. Smoking in a non-smoking area, inside the Building and/or in the Unit will be considered sufficient grounds for termination of the Agreement.

(b) The Unit is equipped with smoke detectors. The Participant agrees that he will not tamper with or prevent the smoke alarm from working by taking batteries out and leaving them out, or by any other means. For the safety of the Participant and other Participants of the Building, the Participant agrees to inform The Salvation Army when a smoke alarm needs new batteries or that it seems to need to be repaired or replaced. The Participant shall be liable for the cost of repair or replacement suffered by The Salvation Army resulting from the wilful or negligent damage caused by smoking and/or tampering with the detectors.

(c) Procedure to follow in case of smoke or fire:

(i) Sound the alarm (pull the fire alarm handle) Shout "fire, fire, fire" If possible, knock on each Unit door to warn other Participants. If applicable use a fire extinguisher to put out the fire otherwise, vacate the Building as soon as possible.

(ii) Do not place yourself in danger.

(iii) Call "911" and ask for the "fire department". Give the location of the Building (if known tell them front or back of the building).

(iv) Standby and assist the fire department as needed.

To lower the risk of fire, open flames, or heating appliances are not permitted in the Units. This includes candles, incense, and lighted lamps etc. The Participant agrees to practice basic fire safety procedures. In particular, the emergency fire exits may not be blocked and may only be used in case of fire. The Participant shall participate properly in Fire Drills as scheduled by The Salvation Army. The Participant shall become familiar with the location of fire escapes and exits and comply with Fire Evacuation Procedures.

8. Pets

Pets shall not be kept in the Unit or in the Building or permitted in the Building.

9. Garbage

All garbage and leftover foods (take-out containers: etc) must be properly sealed to prevent the possibility of creating a haven for cockroaches and rodents. Participants are not permitted to store empty bottles and cans into the building.

10. No Hazards

The Participant and his guests shall not obstruct sidewalks, entries, passageways, stairways, and any part of the Building used in common with other occupants with boxes, rubbish, or personal effects. No waste materials shall be placed or left in corridors, parking areas or common areas of the Unit, except those areas designated for disposal. All garbage shall be drained and securely bagged before being placed in the garbage containers. The Participant shall not shake out rugs, mops, dusters etc. from windows, balconies, doors, or in the common areas of the Unit, nor hang or affix anything to the inside or outside of windows, doors, balconies or the exterior parts of the Building.

11. Moving and Security Deposit

(a) Any costs to repair damage to the Unit or replace furnishings within the Unit beyond normal wear and tear or to clean the Unit, will be deducted from the security deposit when the license ends. If any individual is absent from the Keystone Program or the Building without permission for a period of 14 days their absence will be considered as self-discharge from the Keystone Program and an abandonment of the Unit. In that event, the Agreement will cease, and the contents of the Unit will be removed and held for a period of 30 days, and their security deposit will not be refunded. In the case of abandonment and/or relapse or if the Participant has not given The Salvation Army at least thirty (30) days prior notice before moving out (unless moving on the Outside End Date), the security deposit will be used to cover costs of removing the belongings of the Participant and cleaning the Unit, and there will be no refund of the security deposit.

(b) On the termination date of this Agreement, the Unit must be left vacant, in clean and proper condition. In the event that any possessions or belongings of the Participant remain in the Unit after the termination of this Agreement, the Participant agrees that The Salvation Army may dispose of such possessions and belongings in whatever manner The Salvation Army chooses to, including selling, throwing out or giving away any or all such possessions or belongings. The Salvation Army shall have no liability or responsibility for such possessions and belongings and the Participant shall be fully liable for the cost of such disposal, which may be deducted from the security deposit.

(c) The Participant's possessions and furniture shall be moved in or out of the Unit and Building in a competent manner. The Participant shall be liable for any damages caused in the course of moving to or from the Unit or Building. The responsibility of the Participant at the time of moving shall include (but not be limited to) making sure that in the Unit:

- (i) the floors are swept and washed;
- (ii) the walls are cleaned and washed;
- (iii) all electric fixtures are left clean and undamaged and fitted with operable light bulbs;
- (iv) the refrigerator is cleaned of food and stains and defrosted, racks cleaned and undamaged, no interior or exterior surface scrapes, and areas under and behind refrigerator cleaned of dust and debris;
- (v) the stove is cleaned and free of grease inside and out, glass surfaces cleaned, all fuses operable, dust and debris removed from area under and behind stove;
- (vi) all personal effects and garbage are removed from unit, cupboards, closets, and storage areas; and
- (vii) all window interiors and window frames are cleaned.

The Participant must leave the Unit completely emptied of his personal belongings and in good condition. The Participant must return the key and entrance fob before moving out.

12. Payments

(a) Payments of the monthly contribution are due on the 1st day of the month, on or before 12:00 noon. Monthly payments are to be paid at the front desk of the ARC at 9611 -102 Avenue. The Participant must ask the Program Staff who receives the payment to enter the contribution under the Keystone Program and to record the Unit number. A receipt will be issued to the Participant, who is to keep this receipt as proof of payment. Once a receipt has been issued, Program Staff will make a photocopy of the receipt and forward the copy to the Director of Programs.

(b) The penalty charge for NSF (non-sufficient funds) cheques is \$15.00. In the event that a cheque is returned NSF, the Participant will make payment for rent in the form of cash or money order. If the Participant is unable to pay the contribution on time, the Participant must contact the Program Manager in writing with reasons before the first of the month and arrange for a payment agreement. If the contribution is not paid by the first of the month and no agreement has been arranged, it will be sufficient grounds for termination of the Agreement.

13. Keys and Mail

(a) At the time of move in the Participant will be issued a key for the Unit door, an entrance fob for the front door and a security code. Entry and exit from the Building must be through the front door at all times. It is strictly prohibited to lend out your keys to anyone or make duplicate copies of any keys. The Participant is required to report any lost or stolen keys immediately. Please note that in the event the Participant loses or misplaces any of his keys, the Participant will be charged a replacement fee.

The Participant will complete and sign the Client/Resident Key Form (09.001F2)

(b) The Participant agrees that no lock or security device shall be installed or changed or altered, and no extra keys shall be made for any lock on the Unit or Building, except with the prior written consent of The Salvation Army. The Participant is liable for any costs incurred to regain access to the Unit, including any damage and all necessary repairs, in the event that a Participant locks himself out of the Unit. The Salvation Army keeps master keys to all Units to ensure Participants' safety in the event of an emergency.

(c) In the event the Participant is locked out of the Unit, the Participant will need to contact a member of Program Staff to let you in.

(d) Personal mail can be collected from the assigned mail box.

14. Inspections and Access

(a) Unit Inspections will be conducted by Program Staff on a regular basis. The purpose of the Unit Inspection will be to ensure that the Unit is being kept neat and clean and up to the accepted standard of hygiene and current health code regulations and that the Participant is using the Unit in the way he is supposed to. If the condition of the Unit is not acceptable, the Participant will receive notification of the defects and will be given opportunity to remedy the defects within twenty-four (24) hours. The Participant understands that Program Staff may enter the Unit at any time without notice for the purpose of delivering Services, checking for compliance with this Agreement, checking for contraband items, inspecting the Unit, making sure the Unit is used in the way The Salvation Army considers proper or for any other purpose. The Salvation Army may inspect the Units at any time, without the need for notice.

(c) Furthermore, as the Services include meeting with the Participant in order to develop the skills to live independently, The Salvation Army uses the Unit as part of our program space in order to deliver services and can enter at any time.

15. Telephone & Cable TV

(a) Participants may possess small appliances for their entertainment and comfort. Acceptable appliances are: Radio, Television, VCR, Stereo System.

(b) Most Units have jacks for both telephone and cable television activation. If the Participant wishes to access these services he must contact _____ (which is the exclusive cable provider for the

Building). Any other source of cable television or satellite television service is prohibited. The Participant must make all the necessary arrangements for cable television service, pay any installation charges and all subsequent account charges as they are due. If it is the first time any of these services have been utilized in the Unit, additional charges may apply. The services must be in the Participants name and The Salvation Army assumes no responsibility for any of the equipment charges.

16. Personal Belongings

Every Participant is wholly responsible for his own possessions. The Building is not responsible for lost, stolen or misplaced belongings. The Participant must take all reasonable care and precautions by making sure that his Unit is locked and secure at all times.

17. Hygiene and Appearance

(a) Participants are responsible for their personal hygiene and are expected to take proper care of their personal hygiene. Laundry machines are located on the basement floor of the Building so that occupants may keep their clothing clean.

(b) Participants must also be suitably dressed at all times when in the hallways and common spaces of the Building in "street clothes", which are appropriate, modest and clean.

18. Infestation

If a Participant's Unit becomes infested with any type of insect or vermin (such as bed bugs), it will be necessary to fumigate the Unit as soon as possible. The Participant will be notified in writing at least 24 hours prior to the fumigation and the Participant will be informed of the procedure to take place. If a Unit needs to be fumigated, the Participant will have to vacate the Unit for a period of time.

19. Parking

(a) There is one parking space assigned per Unit which can be used for vehicles (cars/vans/pickup trucks, bicycles, motorcycles) and, if written permission has been granted, for trailers. If a Participant wishes to store a trailer in their assigned parking stall, it must be pre-approved in writing by the Director of Programs. If a Participant requires an additional parking space the Participant can make application through the Director of Programs. If an additional parking stall is assigned the cost to the Participant will be fifty (\$50.00) per month, payable in full with monthly contribution.

(b) All vehicles and/or trailers parked within the rear fenced area of the Building are parked at the owners' risk.

(c) All vehicles must be in working order and moveable. Participants are not permitted to store any inoperable vehicles or any other material in the parking area.

(d) The Participant will ensure that the parking area and surrounding grounds of the Building will be kept clean and tidy and will present a positive image to the surrounding community.

20. Security

Security is extremely important at the Building and requires that all Participants work together and take reasonable precautions. No Participant is permitted to prop open any door or to allow a person to enter a part of the Building unless the Participant knows that the person is authorized to be there. If a Participant has any concerns over security or thinks someone may be in a part of the Building that person does not belong in, the Participant must call the House Operator immediately. Please report to staff any matters requiring immediate attention, including any issues related to residency.

21. Drug/Alcohol Tests

(a) The Participant agrees that he has come to the Keystone Program looking for a safer environment, and the Participant understands that the presence of items like illicit drugs and/or alcohol is a very serious risk and concern at the Building, which compromises the ability of other participants to maintain sobriety and work towards their own goals. The Participant expressly agrees that the use of alcoholic beverages or illicit drugs by a Participant

(whether in or outside of the Keystone Program) shall in and of itself be sufficient grounds for immediate termination of the Agreement.

(b) The Participant agrees to submit to a Drug/Alcohol Test immediately upon receiving notice in writing from The Salvation Army directing the Participant to submit to such testing. Service of such notice under this paragraph may be affected by personal delivery to the Participant or by taping a sealed envelope to the entrance door of the Unit. Failure or refusal to promptly submit to a Drug/Alcohol Test under this rule within the time specified in the notice shall in and of itself be sufficient grounds for immediate termination of the Agreement.

(c) The Participant is encouraged to assist in maintaining the illicit drug and alcohol free character of the Keystone Program by reporting violations of the drug and alcohol free policy within the Keystone Program to The Salvation Army and Its authorized representatives. The Salvation Army shall maintain strict confidentiality with respect to the identity of any Participant reporting violations.

I have read and understood these License Rules, which I will obey, as they may be changed by The Salvation Army from time to time. I realize and agree that any breach of these rules will result in termination of the Agreement and my discharge from the Building.

Date: _____ Signed: _____
(the "Participant")