

SOBER LIVING LODGING AGREEMENT

This Sober Living Lodging Agreement (this “**Agreement**”) is made by and between Aspire Sober Living Operations LLC (“**Aspire**”) and the individual described in Addendum A, attached hereto and incorporated herein by reference (“**Lodger**”).

Aspire operates a sober living home (the “**Home**”) in St. Paul, Minnesota. The Home has been established in compliance with the conditions of The Anti-Drug Abuse Act of 1988, P.L. 100-690, as amended, which provides that Aspire shall require the Home’s residents to (a) be prohibited from using or possessing any alcohol or illegal mind-altering substances; (b) be expelled for violating such prohibition; and (c) share household expenses, including the monthly program fees, among residents. Lodger desires to reside in the Home and Aspire desires to accept Lodger into the Home, on the terms and conditions of this Agreement.

NOW THEREFORE, Aspire and Resident agree as follows:

1. Acceptance into Home. Aspire hereby agrees to accept Lodger into the Home and Lodger agrees to stay in the Home, on the terms and conditions of this Agreement. Lodger acknowledges and agrees that living in the Home requires complete abstinence from drugs and alcohol. Any use of drugs and/or alcohol by Lodger is **strictly prohibited**. Aspire is providing a sober living facility only and does not provide any counseling or restrict Lodger from making his or her own personal choices as long as they do not violate this Agreement. Lodger will enter the Home on the move-in date indicated below the parties’ signatures to this Agreement. Lodger will be given the use of one room within the Home. Aspire may remove the Lodger from the Home for any of the reasons set forth herein and for no reason. In the event that Aspire removes the Lodger for a violation of the Rules and Expectations, the Deposit and Lodging Fee will be forfeited. In the event Aspire removes a Lodger for no reason then Aspire will refund any remaining portion of the Deposit and a proportionate share of the Lodging Fee if the removal occurs mid-month and the Lodging Fee has been paid in advance.
2. Fees. Lodger shall make a \$ 500 security/compliance deposit (the “**Deposit**”). The Deposit is due upon full execution of this Agreement. The Deposit will be returned to Lodger, less any deductions described below, within thirty (30) days after termination of this Agreement. Lodger shall pay Aspire a lodging fee of \$ 750 per month during the term of this Agreement (the “**Lodging Fee**”). The Lodging Fee is due on the first day of each and every month during the term of this Agreement. The Deposit and Lodging Fees must be paid by personal check or money order. Cash will NOT be accepted. Late fees and lab fees, if any, will be deducted from the Deposit. A late fee of \$35.00 will be applied if the Lodging Fee is not received by Aspire by midnight on the 5th day of the month. Late fees must be paid with the late Lodging Fee. Aspire may reject any payment of the Lodging Fee if such payment does not include an applicable late fee, or, at Aspire’s sole option, the late fee will be deducted from the Deposit. If late fees or other charges which may be paid from the Deposit have depleted the Deposit, Aspire may require another Deposit as a condition of Lodger continuing to stay in the Home under this Agreement. If the Lodging Fee is not paid by midnight of the 10th day after it is due, Aspire may dismiss Lodger’s from the Home and terminate this Agreement.
3. Commitment. Lodger agrees to, and hereby does, make a commitment to lodge in the Home for at least three (3) months. If Lodger voluntarily vacates the Home prior to fulfilling such three-month commitment, Lodger will forfeit, and Aspire shall retain, the Deposit.
4. Rules and Expectations. Lodger must comply at all times with the Home’s “**Rules and Expectations**,” the current form of which is attached hereto and incorporated herein by reference.

Failure to abide by, or violation of, the Rules and Expectations may result in Lodger's dismissal from the Home and termination of this Agreement, to be determined in Aspire's sole and absolute discretion. Aspire may update and revise the Rules and Expectations at any time, and will post any such updates and revisions at the Home. It is Lodger's responsibility to familiarize himself or herself with, and understand, the Rules and Expectations. Lodger should always ask an Aspire representative for clarification or explanation if Lodger does not understand a given Rule or Expectation; provided, however, Aspire's representatives will not be required to provide Lodger with the reason or justification underlying any Rule and Expectation. All inquiries and questions and concerns must go through the Manager except in the event of a life-threatening emergency when the on-site manager can be contacted.

5. Vacation of the Home. After the three-month commitment described in Section 3 is fulfilled, a 30-day notice of intent to vacate the Home (a "**Vacation Notice**") must be given if and when Lodger chooses to leave the Home and terminate this Agreement. If Lodger fails to provide a Vacation Notice or otherwise vacates the Home before such 30-day period has passed, Lodger will forfeit of the Deposit. A Vacation Notice must be given on or before the first (1st) day of the month during which Lodger intends to leave the Home. Any Vacation Notice given after the first day of a month will be deemed to have been given on the first day of the following month, and Lodger must continue to pay the Lodging Fee for the month during which the Vacation Notice is given and for the following month.
6. Testing. Aspire reserves the right to require Lodger to submit to drug and alcohol testing at any time and for any or no reason. If Lodger fails any such test or refuses to submit to a drug and/or alcohol test upon request of Aspire, without a legitimate and valid reason, as determined solely by Aspire, then Lodger shall be immediately discharged from the Home. Any requested test shall occur at a laboratory selected by Aspire. Lodger acknowledges and agrees that he or she may be observed by laboratory personnel while submitting to the test. If Aspire requests that Lodger submit to a drug and/or alcohol test, Lodger shall submit to testing within two (2) hours after such request; provided, however, that if laboratory hours or Lodger's work or school schedule prevents testing within such time frame, then Lodger shall submit to the requested testing within two (2) hours after Lodger's work shift or school day ends or the laboratory opens, as applicable. In the event of a false positive, suspicion of tampering, or dispute regarding test results, Lodger may, at his or her own expense, submit to additional testing at a laboratory of Aspire's choosing for a more comprehensive screening. Laboratory charges of \$5.00 for each drug and alcohol test requested by Aspire will be deducted from the Deposit.
7. Removal of Property. Upon voluntary vacation of the Home pursuant to Section 5 or upon expulsion from the Home by Aspire, Lodger shall promptly remove all of his or her personal property from the Home. Any of Lodger's personal property not promptly removed from the Home will become Aspire's property and will be retained or disposed of in Aspire's sole and absolute discretion.
8. Limitation of Liability. Aspire will not take any steps to protect Lodger's personal property and, therefore, Aspire shall not be liable for the theft or loss of any of Lodger's personal property. Lodger is solely responsible for his or her own personal property.
9. Indemnification. Lodger must read and agree to the "**Release and Hold Harmless Addendum**," which is attached hereto and incorporated herein by reference. Lodger shall initial the Release and Hold Harmless Addendum signifying that Lodger has read and agrees to the terms of such Release and Hold Harmless Addendum.
10. Assumption of Risk. Lodger acknowledges and agrees that other persons who are recently sober or who are struggling to stay sober will also reside within the Home. Lodger acknowledges and assumes

all risk that comes staying in a facility with other persons. Aspire maintains insurance only to cover the Home and business assets located in the Home, and Aspire does not carry insurance that covers any other personal property or injury to persons. Lodger acknowledges that he or she may be confronted due to any adverse or undesirable behaviors, actions, or attitudes not deemed conducive to recovery or harmonious communal living that is a part of living in a sober living house. Such confrontation is intended to be from a caring point of view, or “tough love.”

11. Other Acknowledgements. Lodger acknowledges and agrees that:

- a. Lodger has been provided with a copy of, has read, fully understands, and will comply with the Rules and Expectations.
- b. Lodger is currently of sound mind and not under the influence of any drugs or alcohol.
- c. Lodger is a participant in a recovery program.
- d. Lodger is not a “tenant” of the Home and, therefore, is not protected by, nor will Lodger invoke any protections of, local landlord-tenant laws. If it is found that local landlord-tenant law applies, Lodger hereby renounces any rights that Lodger may or may not have relating to same.
- e. Lodger will participate in Aspire’s recovery and support programs, if any.
- f. If Lodger violates any of the Rules and Expectations, Lodger may be expelled from the Home and forfeit any rights to the Deposit and prepaid Lodging Fees.
- g. Final determination for any disciplinary action will be made by Aspire in its sole and absolute discretion and may not be appealed.
- h. If Lodger breaches or defaults under any portion of this Agreement and Aspire has to go to court to collect damages from Lodger, Lodger will pay Aspire’s reasonable attorney’s fees and court costs incurred in such action.

12. Waivers. Aspire recognizes the strict nature of the various requirements and restrictions applicable to Lodger under this Agreement and recognizes that strict compliance may not always be feasible due to legitimate reasons. Therefore, Aspire reserves the right to waive any requirement or restriction under this Agreement with respect to any violation by Lodger. However, any such waiver of any provision of this Agreement shall not be deemed a future waiver of such provision or restriction or waiver of similar future actions, events, or behaviors. Lodger acknowledges that just because Aspire grants a waiver to Lodger or to another Lodger does not mean that Aspire will extend the same waiver to Lodger in the future.

13. Friends and Family. This Agreement is strictly between Aspire and Lodger, and is **NOT** between Aspire and the friends and family members of Lodger, even if Lodger’s friends and family members are paying all fees required hereunder on behalf of Lodger or executing this Agreement on behalf of Lodger. Persons who are paying the fees hereunder on behalf of Lodger are encouraged to read and understand the terms of this Agreement, the Rules and Expectations, and the Release and Hold Harmless Addendum. Such persons should understand that they are powerless over Lodger’s behavior and that Lodger’s actions can result in Lodger’s discharge from the Home and loss of the Deposit and pre-paid Lodging Fees. Lodger’s family and friends are hereby encouraged to attend support programs or otherwise conduct research to learn how to best support Lodger.

14. Conflict. Any inconsistencies or ambiguities in this Agreement shall be resolved solely by Aspire in its sole and absolute discretion.

15. Severability. If any provision of this Agreement is determined to be unlawful, invalid or unenforceable, such provision shall be deemed severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

16. Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to conflicts of laws provision. The parties further agree that proper venue for any action regarding this Agreement will be in any court with proper jurisdiction in Ramsey County, Minnesota.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO SOBER LIVING LODGING AGREEMENT

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

ASPIRE:

Aspire Sober Living Operations LLC, a
Minnesota limited liability company

By: _____

Guy Reeb, Manager/Member

Date: _____

LODGER:

Sign: _____

Print Name: _____

Date: _____

Move-In Date: _____

ADDENDUM A: LODGER INFORMATION

Personal Information

Full Name: _____ Date of Birth: _____
Home/Last Address: _____
City, State, Zip: _____
Cell Phone Number: _____
E-mail Address: _____

Driver's License Issuing State & Number: _____
Automobile Make: _____ Model: _____ Year: _____
License Plate Issuing State & Number: _____

Last Treatment/Halfway House : _____
Number of Treatments: _____ In How Many Years: _____
Counselor's Name: _____ Phone Number : _____
Sobriety Date: _____
Sponsor's Name: _____ Phone Number: _____
Drugs(s) of Choice (Incl. Alcohol): _____
Currently on Probation/Parole/House Arrest: _____ If Yes, Which: _____
If Yes, name of Officer: _____ Phone number : _____
Current Employer: _____ Phone number : _____
Are You a Smoker: _____

Marital Status: _____

Personal References

(If Not Coming out of Treatment or Halfway House)

Name: _____ Phone Number: _____
Relationship: _____

Name: _____ Phone Number: _____
Relationship: _____

Name: _____ Phone Number: _____
Relationship: _____

Emergency Contact Information

Name: _____ Phone Number: _____
Address: _____
City, State, Zip: _____
Relationship: _____

Name: _____ Phone Number: _____
Address: _____
City, State, Zip: _____
Relationship: _____

Medical Information

Current Medications: _____

Allergies to Medications: _____

Pertinent Medical History: _____

Doctor's Name: _____ Phone: _____

Other Relevant Information

RULES AND EXPECTATIONS

1. Aspire may amend these Rules and Expectations at any time and for any reason.
2. Any use or possession of alcohol, recreational drugs, drug paraphernalia, unauthorized prescription medications, whether such items are held on Lodger's person or within the Home, is strictly prohibited.
3. Possession of deadly weapons or explosives of any kind within the Home is strictly prohibited.
4. Theft of, or reckless or intentional misconduct with respect to, the property of others is strictly prohibited.
5. All lodgers enrolled in day treatment, IOP, EOP, or any other aftercare treatment programming at the time of admission to the Home must complete such treatment/programming.
6. Maintain an active program of recovery.
7. Attend a minimum of (3) three outside 12-step meetings per week (including a home group), at least one of which must be with other lodgers of the Home.
8. Have weekly sponsor contact.
9. Have weekly service/12 step work.
10. Participate in all Home meetings as set by Aspire.
11. Participate in other Home activities.
12. Form relationships with other lodgers, eat meals together, go on outings/activities, etc.
13. Help maintain a respectful and peaceful environment within the Home.
14. Do not interfere with others' quiet enjoyment of the Home.
15. Be courteous and considerate when using any TV, radio, personal gaming, stereo, and other similar devices.
16. Threats, violence, or physical or other abuse toward any other lodger, visitor, or Aspire representative are strictly prohibited.
17. Quiet time will be 10:00 p.m. to 8:00 a.m. weekdays (Sunday evenings through Friday mornings) and 12:00 a.m. to 10:00 a.m. on weekends (Friday evenings through Sunday mornings).
18. Be mindful and respectful of others' work and sleep schedules.
19. Curfew:
 - a. First 30 days of residency- 10:30 p.m. on weeknights and 11:30 p.m. on weekends (Friday & Saturday).
 - b. After 30 days- 11:30 p.m. on weeknights and 1:00 a.m. weekends (Friday & Saturday).
20. Attend work and/or school, as applicable.
 - a. Lodgers who are enrolled in high school must attend school each day (except for sick days or other excused absences).
 - b. School may be substituted for full-time work provided lodgers are enrolled a minimum of 12 credit hours in a university, college or community/technical training program. Part time students shall supplement school with part-time work or service work.
 - c. Any lodger not working, in school or aftercare treatment programming shall be actively seeking employment and/or doing service work for a minimum of 30 hours per week.
 - d. A one month grace period MAY be granted for those looking for work, depending of course, on the effort put forth in seeking employment and/or other extenuating circumstance. Proof may be requested by Aspire at any time.
 - e. Any change in work, school, service-work, and/or treatment schedule or status must be discussed with and approved by Aspire.
16. Keep active. Stay busy and get up and out of the Home!
17. No lying around or sleeping all day. Lodgers must be up by 9:00 a.m. on weekdays and 10:00 a.m. on weekends.
18. Guests are welcome and encouraged during the hours of 6:00 p.m. to 9:00 p.m. on weekdays and 10:00 a.m. to 10:00 p.m. on weekends. No guests of the gender to which the lodger is sexually

- attracted, other than family members or pre-approved guests, are allowed in the Home or on the premises.
- a. Allowing guests will be at the discretion of Aspire. Guests who have recently relapsed or been discharged from other sober houses or treatment centers are not allowed to visit until they have been sober for at least 30 days.
 - b. Guests are not allowed in lodger rooms at any time.
 - c. Guests must remain in the common living areas.
 - d. Lodgers having guests shall limit such visits to reasonable times and durations.
 - e. No overnight guests are allowed at any time.
19. Overnight passes/permission: Not coming home will result in discharge.
- a. Lodgers shall process overnight stays IN ADVANCE with Aspire.
 - b. Approved overnight stays are limited to no more than two (2) nights per week and not more than a total of seven (7) nights per month.
 - c. Last minute notifications to stay elsewhere/off the premises will not be accepted (unless due to an unforeseen emergency) and can result in immediate discharge from the program.
 - d. Lodgers must inform Aspire of their whereabouts, where they can be reached, and when they will return.
 - e. All lodgers will be accountable to each other and to Aspire as to their whereabouts at any given time.
20. For lodgers in their first 30 days- trips, vacations, or staying out past authorized times is not allowed.
- a. This 30-day wait period is required of all lodgers in order to allow individuals to adjust to communal living and the Home's rules and expectations. This wait period may be extended depending on the lodger's ability to acclimate to the Home and its rules and expectations.
21. Home meetings.
- a. All lodgers are required to attend ALL Home meetings and in-house Big Book studies.
22. All lodgers shall keep the Home and their individual spaces clean and neat.
- a. Weekly cleaning chores (including lawn and yard care in summer, shoveling and snow removal in winter) will be assigned by Aspire and are required to be completed before the following week's Home meeting. (See weekly cleaning sheet/board)
 - b. Keep personal items out of common areas.
 - c. Keep personal space clean, neat, and presentable at all times. A clean room consists of the bed being made, clothes and other items off the floor, trash discarded, and no food, dishes, or empty food packaging in the room.
23. Shared spaces/common areas are the responsibility of all house members. Clean up after yourself. If something needs to be cleaned that is not assigned, just do it and discuss with Aspire if necessary to add to chores list.
24. Dishes are not to be left in the sink. Do your dishes after you use them!
25. No locks are allowed on bedroom doors.
26. Food and Meals.
- a. Each lodger is responsible to supply his or her own food, meals, condiments etc.
 - b. Label your food in order to minimize confusion.
 - c. Do not eat other people's food. Eating food or using any items that are not yours or provided specifically by the Home is considered stealing and grounds for discharge.
 - d. Meals should be eaten in kitchen/dining areas.
 - e. Eating in bedrooms or other areas of the Home is not allowed.
 - f. Food shall be stored appropriately in the kitchen or dining rooms. Any food that can attract insects, mice, etc. cannot be stored in rooms, such as chips, crackers, sugar, cereal etc.
27. Medications. Any medications MUST be prescribed by a doctor and taken only as directed by that doctor. A safe will be provided by Aspire and must be used for all Suboxone or Suboxone equivalent drugs. The combination to the safe will be held by the Manager of Aspire and the Lodger. Lodgers

may also purchase their own safe as long as the Manager is provided with a key and lock combination.

- a. No suboxone unless enrolled in the Hazelden Core 12 program.
 - b. No vyvanse, Adderall, methadone, Xanax, valium or other related drugs.
 - c. Any drug that can trigger a positive drug test is prohibited.
 - d. Over the counter medications that have alcohol or other addictive substances such as mouth wash with alcohol, certain diet pills, etc., are not allowed.
 - e. Medications shall be kept with personal belongings and not left where others can see or be tempted to use them.
 - f. Strictly follow all doctors' orders regarding medications.
 - g. Do not abuse over-the-counter medications.
 - h. Aspire must be kept informed of all medications and/or any changes to medications. If a lodger has a need for any addictive/pain medicine due to accident or injury, this must be discussed with and approved by Aspire prior, during, and after any such medical care.
28. Gambling of any kind is not permitted.
29. Smoking within the Home, including use of e-cigarettes or vapor devices, dipping or other nicotine related products is strictly prohibited. An outdoor smoking area will be provided.
30. Compulsive sexual behavior is not permitted.
31. Any Internet sex, browsing of Internet sex sites, pornography or any such other behavior or material is strictly prohibited.
32. Personal space and loaning/borrowing
- a. Lack of respect for others' personal space and/or personal boundaries will not be tolerated.
 - b. Do not go into others' rooms without their permission.
 - c. Do not borrow money or possessions from other lodgers.
 - d. Do not loan money or possessions to other lodgers.
 - e. Do not loan or borrow cars from other lodgers.
33. Lodgers having one year of continuous sobriety will be considered "senior peers."
- a. Senior peers will be authorized to conduct drug tests at the request of Aspire.
 - b. Senior peers may be delegated additional responsibilities or privileges at the discretion of Aspire.
34. Aspire discourages any new romantic relationship within the first 90-days.
- a. Any pre-existing relationship is the exception, but Aspire strongly recommends that lodgers focus on recovery and put romantic relationships on hold.
 - b. All romantic relationship meetings, etc., should be conducted off premises. No romantic or sexual relationships between lodgers are permitted at any time.
35. Limitations on:
- Hot plates;
 - Microwaves;
 - Toaster Ovens;
 - Refrigerators

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

Release and Hold Harmless Addendum

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

Lodger is fully and adequately informed of the nature of the programs in which Lodger wishes to participate, and hereby assumes full responsibility for the risk of injuries, whether due to the negligence of the Indemnified Parties or otherwise. Lodger agrees to never institute suit or action against the Indemnified Parties for damages, cost, expenses, or loss of services resulting from injuries or harm.

Lodger releases the Indemnified Parties from any claim whatsoever on account of first aid, treatment, or service rendered to Lodger as a result of injuries. Lodger shall be solely liable and responsible for any medical cost related to injuries.

If Lodger is a minor or in any way incapacitated, this Release and Hold Harmless Addendum shall be acknowledged by a parent or legal guardian of Lodger, and shall be binding upon such parent or legal guardian as well as upon Lodger. Lodger's parent or legal guardian, by the execution hereof, waives all claims in his or her individual or derivative capacity, as well as claims on behalf of Lodger. The person acknowledging this Release and Hold Harmless Addendum certifies that he or she is empowered to act on his or her own behalf or on behalf of Lodger.

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

Acknowledged and agreed: _____ [Initial]