RESIDENT AGREEMENT

This Resident Agreement (“ Agreement”) is entered into on by and between The Hive Recovery Residences c/o Alliance Asset Management (hereinafter referred to as “Management”) and the following individual, (hereinafter referred to as “ Resident”): _____.

NOW THEREFORE, for the valuable consideration, including the mutual covenants below, Management and Resident agree as follows:

1. **The Premises**: Management agrees to rent to the Resident and the Resident accepts this Agreement for use of room # ____ at the property known as The Hive Recovery Residences. The residential address is: 633 Second Street, Manchester, NH 03102 (the room is referred to in this Agreement as the “room” and the common areas and all other rooms at the property are hereinafter referred to as the “Property”).

2. **Agreement Term**: The length of stay will be driven by the Resident's personal recovery goals and progress. Resident is encouraged to work with their recovery support team to determine the appropriate duration of their residence.

3. **Fees**: The Resident agrees to pay to the Management as a base fee for the Residence during the initial term of this Agreement the sum of $250 per week. If the Agreement term begins or ends with a partial month, fees shall be prorated for that month.

   - Fees include the room usage fee, utilities, and shared living expenses.

   Fees are due and payable in advance, on or before the Friday day of each week. The payment shall be made to Management. The Hive Recovery Residences at the following address, if by mail or in person c/o Alliance Asset Management at 105 Loudon Road Unit 1Concord NH 03301 or at such other place as may be designated by Management from time to time. Fee payments must be by personal check, money order or cashier’s check. Cash will not be accepted.

4. **Charges for Late Payments**: If the Resident does not pay the full amount of fees shown in paragraph 2 by the end of the 5th day of the month, a late fee of $ 50.00 may be charged and must be paid if applied. Waivers for extenuating circumstances that impacted fee payment may be requested from the House Peer Leader.

5. **Charges for Returned Checks**: If any payment by the Resident is not honored by the bank upon which it is drawn, whether the check is returned for insufficient funds (NSF) or any other reason, Resident will pay $25.00 for each check, plus late charges above until Management has received payment. Furthermore, Management reserves the right to require in writing that Resident pay all future payments of fees or otherwise to the Management in the form or money order or cashier’s check.

6. **All Sums Payable by Resident Constitute “Fees”**: All sums payable by the Resident under this Agreement, including but not limited to base fees, late charges, charges for damage to the Property, and utilities, and whether or not payable to the Management or to other parties, shall be considered as fees payable under this Agreement.

7. **Fees Assessed:** Resident acknowledges that Management may assess certain fees for issuance of a Demand for

Fees or a Notice to Terminate, checks returned as uncollected, repair of damage to Property caused by Resident of Resident's guests, lock outs (Resident calls Management to unlock Residence), lost or broken keys, or other similar expenses incurred by Management.

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8. **Changes in the Resident Fees:** Management agrees to implement changes in the Resident's fees only in accordance with the time frames and administrative procedures set forth by program regulations. Management agrees to give the Resident at least 30 days advance notice of any increases in the Resident's fees. The Notice will state the new amount the Resident is required to pay and the date the new amount is effective.

9. **Household**: Resident's household consists of the Resident only. No person who is not a member of the Household may stay at the Residence. No person who is not the Resident may live at the Residence.

10. **Utilities: Fees include utilities and shared living expenses.**

Utilities and Shared Living Expenses Covered by Fees
☐ Cooking Fuel
☐ Electricity
☐ Heat
☐ Hot water
☐ Refrigerator and Stove
☐ Dishwasher
☐ Trash Collection

Management is responsible for the providing heat. Heat shall be at a reasonable temperature and the Management shall have the right to control the thermostat(s) in the Residence.

Windows: During the heating season we require all window air conditioning (A/C) units to be removed and windows are not to be left open when the Resident/occupants are not present in the Property, and may not be left open for extended periods of time.

11. **Parking**: The Property includes the use of only one parking space(s) by the Resident. The Resident at his/her sole risk may park his/her own car or light duty truck at the Property. All such vehicles must be registered, inspected and in condition to be driven, in accordance with state laws. The Resident presently owns the following vehicle(s) that will be parked at the Property:

(1) _____

Make Model Color License Plate #

Additional vehicles will not be allowed on the Property if not approved of in writing in advance by the Management. Only non-commercial vehicles are allowed to be parked on the Property. No campers, tractor trailers, four wheelers, etc. uninspected or unregistered vehicles can ever be parked on the Property. The Resident's failure to abide by this paragraph may result in a vehicle or vehicle(s) being towed at the vehicle owner(s) expense.

12. **Residential Use of the Room**: The Resident agrees to use the Room as his/her/their principal, permanent residence and shall not conduct any type of business at or out of the Room.

13. **No Assignment:** The Resident shall not assign this Agreement nor enter into an agreement to allow another person to use some or all of the Room or any part thereof.

14. **No Interference with Quiet Enjoyment of Other Residents:** The Resident will not engage in or permit members of the Household, visitors or guests to engage in activities that will disrupt the quiet and peaceful enjoyment of others. Residents this includes but, is not limited to, making or permitting noises or acts that will disturb the rights and comforts of others Residents or neighbors. The Resident agrees to keep the volume of any

radio, phonograph, television or musical instrument at a level which cannot be heard by or disturb other Residents or neighbors. The Resident agrees not to engage in or allow any members of the household, visitors or guests to engage in any criminal activity, including but not limited to drug related activity either in the unit or elsewhere on or near the leased property or engage in any other unlawful activity that disrupts or threatens the health, safety or peaceful, quiet enjoyment of other Residents of the Property, or otherwise unreasonably disturbs such other Residents of the Property. The Residents understands that Management will not tolerate conduct that adversely affects the quality of life of other resident s and that Management will pursue immediate corrective action, up to termination of this Agreement in the event of such conduct.

15. **Resident Rights and Protections**: Management affirms that all Residents are entitled to certain rights during their residency at the Property. These rights exist in conjunction with, and do not negate, the obligations outlined in this Agreement and associated policies. Residents have the right to:
    a) Live in a safe, clean, and supportive living environment consistent with applicable health, safety, and housing standards;
    b) Be treated with respect, dignity, and professionalism by Management, House Management staff, service providers, and fellow Residents;
    c) Have their personal and recovery-related information handled in a confidential manner, in accordance with applicable state and federal laws and program requirements
    d) Access established grievance procedures to raise concerns, disputes, or complaints without fear of retaliation;
    e) Participate actively in the development, review, and updating of their individual recovery and housing support plans, as applicable;
    f) Decline participation in activities, interactions, or behaviors that they reasonably believe may jeopardize their recovery, safety, or well-being, provided such refusal does not violate the material terms of this Agreement or associated policies.

16. **Recurrence and Recovery Support Planning**: The Management operates the Property as a recovery-oriented living environment. Residents are encouraged to actively engage in relapse prevention and recovery planning throughout their residency. Residents are expected to participate in recovery planning activities appropriate to their individual needs and goals. In the event of a recurrence of substance use or other recovery-related concern, the Resident will collaborate with their recovery support team, House Management, and/or service providers to develop a plan for immediate intervention, safety, and support. Continued residency may require adherence to additional recovery-supportive conditions or protocols, which shall be communicated clearly to the Resident and documented appropriately. A recurrence shall be addressed as a health and recovery issue, while also considering community safety and compliance with Agreement requirements.

17. **Other Rules and Policies:** The Resident agrees to abide by the provisions of the attached documents which are Attachments/Addendums, to this Agreement. The Resident agrees to obey additional rules established after the effective date of this Agreement if: (a) the rules are reasonably related to the safety, care and cleanliness of the Premises and the safety, comfort and convenience of the Residents; and (b) the Resident receives written notice of the proposed rule at least 30 days before the rule is enforced. The terms of the Attachments/Addendums are incorporated by reference to this Agreement and any breach of those terms will be deemed a breach of the Agreement and will be grounds for corrective action, up to termination of this Agreement

    ☒ Resident Handbook

18. **Condition and Care of the Room by Resident:** The Resident acknowledges that the Attached Unit Inspection Report accurately reflects the condition of the Room and that the Room is in decent, safe and sanitary condition. The Resident shall not commit any damage to the Room or the Property, and shall otherwise maintain the Room in the same or better condition as reflected on the Unit Inspection Report. In accordance with the foregoing, the Resident without limitation: (a) shall be responsible for keeping the Room and Property clean and in a sanitary manner including all appliances and furnishings therein; (b) shall not, without the prior written consent of the Management which may be withheld for any reason, (i) paint, paper or otherwise redecorate or make any

alterations to the Room or Property, or (ii) add or change locks to the Room or Property; (iii) install a clothes washer or dryer (iv) install any air conditioning unit, space heater or antenna(s) for receiving or broadcasting television or radio signals; (c) shall not litter the common areas; (d) shall properly dispose of all trash; (e) shall give the Management prompt notice of any defects to the Room or Property, including plumbing and electrical systems or fixtures, appliances, or heating equipment, so that the Management may repair or replace the same; (f) shall not disconnect any smoke detectors; (g) shall maintain the lights with working light bulbs; (h) shall not use a waterbed; (i) shall not hang any articles from the fire sprinkler heads, windows, doors, porches or balconies or place any articles on the exterior windowsills or walls and (j) Windows: During the heating season we require all window a/c to be removed and windows are not to be left open when the Resident are not present in the unit, and may not be left open for extended periods of time.

Mold and Mildew: Resident acknowledges that it is necessary for Resident to provide appropriate climate control, keep the Room and Property clean, and take other measures to prevent mold and mildew from accumulating in the Room and Property. Resident agrees to clean and dust the Room and Property on a regular basis and to remove visible moisture accumulation on windows, walls, and other surfaces as soon as reasonably possible. Resident agrees not to block or cover any of the heating, ventilation or air conditioning ducts in the Room. Resident agrees to mop up spills and thoroughly dry affected area as soon as necessary. Resident agrees to immediately report to the management office:1) any evidence of a water leak or excessive moisture in the Room, as well as in any storage room, garage or other common areas; 2) any evidence of mold or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the areas; 3) any failure or malfunction in the heating ventilation, air-conditioning systems or laundry systems in the Room or Property; and 4) any inoperable doors or windows. Resident further agrees that Resident shall be responsible for damage to the premises and Resident property as well as injury to Resident and Occupants resulting from Resident failure to comply with the terms of this paragraph. Violation of this provision shall be deemed a material violation under the terms of the Agreement, and Management shall be entitled to exercise all rights and remedies it possesses against Resident at law or in equity.

19. **Maintenance by Management:** The Management shall make (a) make all major repairs to the Room and Property with reasonable promptness at its sole cost unless the repairs are due to the carelessness, misuse or neglect of the Resident or of Resident's guests, in which case the Resident shall be responsible for the cost of such repair, and (b) make arrangements and pay for the removal of snow from the driveways and parking areas.

20. **Access/Inspection by Management:** Management agrees to notify Resident of any planned entry into the Premises, except to make emergency repairs, with a minimum 24 hour written notice. Resident agrees not to unreasonably withhold consent for purposes of Management's inspection, routine maintenance, or showing of the Premises. Resident understands that a representative of the Management will perform periodic inspections. Management agrees to provide minimum 24 hour written notice prior to those inspections. Resident agrees to allow access to Room, failure to allow access will result in a Agreement violation. If Resident causes the inspection to be re-scheduled, Resident understands that they will be billed at an hourly rate based on the prevailing rate schedule. Resident understands that follow-up inspections may result if the Premises is found not to be in decent, safe and sanitary condition. Resident also understands that any items noted on the inspection sheet that need repair, will be done so during normal business hours without further written notice of intent to enter the Room.

    The Resident consents in advance to the following entries into the Room: (1) After the Resident has given a notice of intent to move, the Resident agrees to permit the Management to show the unit to prospective Resident's during reasonable hours. (2) If the Resident moves before this Agreement ends, the Management may enter the unit to decorate, remodel, alter or otherwise prepare the unit for re-occupancy.

21. **Damage to the Room by Resident** : Whenever damage to the Room is caused by carelessness, misuse or neglect on the part of the Resident or Resident guests or visitors, Resident agrees to pay (a) fees for the period the Room are damaged whether or not the Room is habitable and (b) the cost of all repairs, which shall be payable to Management within thirty (30) days of Management's demand to Resident for payment of the repair charges. Regular damage to the Room or overall damage to the Room by the Resident or Resident's 's guests or visitors may result in corrective action, up to termination of this Agreement.

22. **Fire/Casualty:** If fire or other casualty damages the Room, Property or any portion so as to make the Room or Property unfit for use, either Management or Resident may terminate the Agreement; otherwise the fees or a proportional share shall be abated until Management has restored the Room or Property. The Management's responsibility for repair shall be limited to receipt of the insurance proceeds for that purpose.

23. **Illegal Conduct/Threats/Disturbances**: Resident shall not engage in any activity, criminal or otherwise, by the Resident, or guest which:

    a. Threatens or disrupts the health, safety, or right to peaceful enjoyment of their residences by persons residing at the Property or in the immediate vicinity of the Property; disrupts the livability and quality of life enjoyed by other Resident's at the Property;

    b. Threatens the health or safety of the Management or any of its agents or representatives, including employees of any property management company;

    c. Involves threats of physical violence to other Residents or agents or representatives of the Management; or

    d. Involves any interaction that is deemed to be disrespectful, rude, or inappropriate towards the Management or its agents or representatives. Acts of physical, verbal, or emotional harassment or abuse of the Management or its agents or representatives may result in corrective action, up to termination of this Agreement.

    e. Involves acts of physical violence at the Property.

    f. Involves any criminal activity engaged in by the Resident, or guests.

    g. Involves any criminal activity engaged in by a guest on or near the Property.

24. **Termination of Agreement by Resident:** Resident may terminate this Agreement without cause on the last day of the Agreement term hereof or at any time thereafter upon 30 days prior written notice to the Management. The length of stay for each Resident will be driven by the resident's personal recovery goals and progress. Residents are encouraged to work with their recovery support team to determine the appropriate duration of their residence. Any notice received less than 30 days before the proposed termination date shall be deemed to be a notice to terminate 30 days after the receipt by the Management of the notice.

25. **Termination of the Agreement by Management:**

A. The Management may terminate this Agreement and transition the Resident to another housing environment in the community upon the occurrence of any of the following:

1. Repeated failure to pay fees when due.
2. Substantial damage to the Premises/Room by the Resident, visitors or guests.
3. Behavior by the Resident which adversely affects the health or safety of other Residents or the Management, its agents or representatives.
4. Failure of the Resident to comply with a material term of the Agreement.
5. Willful failure by the Resident to prepare the Room for remediation of an infestation of insects or rodents, including bed bugs, after receipt of reasonable written notice of the required preparations and reasonable time to complete them.
6. Any act involving tampering with or disabling or interfering with smoke detectors, carbon monoxide detectors, sprinkler systems, or other fire safety equipment in the apartment or in the building.
7. Other good cause documented by Management

B. The Management and the Resident hereby agree that, without limitation, the following are breaches of a "material term" of the Agreement as that term is used above, and shall be the basis for the Resident's Agreement termination.

1. Allowing a person who is neither identified in Section 9 as a member of the Household to stay at the Room or Property.
2. Any conduct by the Resident, or a guest which is prohibited by Section 23;
3. Failure to care for or maintain the Room or Property as required by Section 18.
4. Assignment or subletting of the Agreement or the Property in violation of Section 13.
5. Failure to allow the Management access to the Room in violation of Section 20.
6. Violation of any of the Rules or Policies referred to in Section 17, including, but not limited to, the Resident Handbook.
7. Any misrepresentation to the Management by the Resident.
8. Any business or economic reason of the Management, including, but not limited to, any conversion of the Property to a resident-owned cooperative.
9. Any activity, criminal or otherwise, by the Resident which involves acts or threats of physical violence to persons or property, whether or not at the Property.
10. A Resident history of disturbance of neighbors, co-residents, or damage to the Room or Property, whether caused intentionally or through neglect.
11. No propping open of emergency exit or <u>any common area / laundry room / entry doors</u> at any of the properties.

26. **Condition of the Room at Termination of the Agreement:** At the termination of this Agreement, the Resident will deliver the Room over to the Management in as good and clean condition as at the beginning of the Agreement, reasonable wear and tear excepted. Anything installed by Resident shall be removed and any damage caused by removal shall be repaired at Resident's expense. Any improvements or alterations that are not detachable shall become the property of the Management; however, Management may require Resident to return to the original condition any improvement or alteration that was not approved in writing by the Management.

    Upon the termination of this agreement, the Resident shall deliver the keys of the Room and Property to the Management.

    If the Resident leaves any personal property at the Room or Property after the end of this agreement, Management shall inventory the personal property as is reasonably possible and place it in storage, for such period, if any, required by applicable law. After any storage period required by law, the Management may dispose of such personal property in any manner.
27. **Discrimination Prohibited:** Management shall not discriminate against the Resident in the provision of services, or in any other manner, on the grounds of race, color, national origin, sex, sexual orientation, gender identity, familial status, physical disability, mental disability, religion, age or marital status.
28. **Governing Law & Severability:** The laws of the State of New Hampshire shall govern this Agreement. If any provision of this Agreement is held invalid, the remaining provisions shall remain in full force and effect. If the law changes and affects rights under this Agreement, the Agreement shall be read to comply with or to include such law(s).
29. **Cumulative Remedies:** The remedies provided by this Agreement are not exclusive of other remedies available under present or future law.

30. **No Waiver:** Management's consent or inaction to any breach of this Agreement shall not constitute a waiver of any prior or succeeding breach. Acceptance of fees shall not constitute waiver of a breach.
31. **Legal Costs:** Subject to applicable law, Residents shall be liable for all of Management's costs and expenses arising out of any Agreement termination or collection action based on Residents' alleged violation of the terms of the Agreement.
32. **Entire Agreement:** The foregoing Agreement, together with attachments, other signed leasing documents, Resident's application and related documents, constitutes the entire agreement of the parties, and may only be modified by a writing signed by both parties.

Alliance Property Management:

By:_____ _____ _____
Printed Name | Signature, Duly Authorized | Date

Resident:

By_____ _____ _____
Printed Name | Signature | Date

Revive Representative:

By_____ _____ _____
Printed Name | Signature | Date