



The Emily Program

THE EMILY PROGRAM LODGING GUEST AGREEMENT

1. PERSONAL DATA

Today's Date: _____ Check-In Date: _____ Check Out Date: _____

The Emily Program Lodging Facility (please circle one):

Minnesota: (1) Park (2) West End 323 (3) West End 517

Washington: (1) Leeward B1001 (2) Leeward B1023 (3) Leeward B923 (4) Manito

Ohio: (1) Vue 206 (2) Vue 305

Name: _____ Phone: _____

Permanent Address: _____
(Street) (City) (State) (Zip)

Program: _____

Emergency Contact: _____ Phone: _____

2. AGREEMENT BETWEEN THE EMILY PROGRAM LODGING AND GUEST

A. The Emily Program Lodging Rules. I acknowledge that I have read (or have had read to me) The Emily Program's Lodging Rules [hereinafter "**Lodging Rules**"], and that I agree to abide by the Lodging Rules. If I do not abide by the Lodging Rules, I agree that The Emily Program has the right to immediately terminate this Agreement and my right to stay at The Emily Program Lodging. I further agree that staff of The Emily Program have permission to check my sleeping room and personal property at any time deemed necessary to inspect for any violations of the Lodging Rules, including but not limited to cleanliness, health hazards, weapons, drugs, alcohol, and stolen items. I agree to notify the Lodging Coordinator immediately if I witness any other Guest not abiding by the Lodging Rules. I understand that The Emily Program may change the Lodging Rules at any time.

B. Guest Status. I understand that I will be residing at The Emily Program's Lodging facility as a guest ("Lodging Guest" or "Guest/Transient Occupant") as defined under state law.* This Agreement ("**Agreement**") will be a week-to-week contract unless otherwise agreed. I agree that I am a Guest at The Emily Program Lodging, and my stay at The Emily Program Lodging is one of transient occupancy and that I can be asked to leave at any time subject to the terms of this Agreement. I understand that my stay at The Emily Program Lodging terminates within twenty-four hours of my discharging from The Emily Program's Partial Hospitalization Program, unless otherwise mutually agreed upon.

C. Payment. I agree to pay The Emily Program the rate of \$10.00 per day while I stay at The Emily Program Lodging. I hereby authorize TEP Management, LLC, d/b/a The Emily Program Lodging to automatically charge the credit card I furnish them for each one-week stay on the last day of each

week. The Emily Program Lodging will continue to charge this credit card for lodging fees until I provide written notice of my plans to vacate The Emily Program Lodging, as required in Paragraph 26 of The Emily Program Lodging Rules.

- D. Indemnification and Limitation of Liability.** I agree to indemnify and hold TEP Management LLC., d.b.a. The Emily Program, and each of their owners, parents, affiliates, subsidiaries, successors, assigns, shareholders, members, directors, governors, officers, managers and employees, harmless from all liabilities, fines, suits, claims, demands and actions of any kind or nature for which The Emily Program will or may become liable or suffer by reason of any act or omissions by me, any person invited onto the premises by me, or by any other person for whom I am responsible. Such indemnification with respect to any act or omission, including claims related to breach of contract, damage to property, injury or death occurring during the term of this contract, will survive the termination of this Agreement.
- E. Release.** I hereby release and waive all claims against The Emily Program and agree that such parties will not be liable to me for any loss or damage that may be suffered or sustained by me or by any person on the premises at my invitation, or for any loss of or damage or injury to any person or property, including cars and contents thereof belonging to me or to any other person on the premises at my invitation, except for such loss or damage caused by the wrongful or wanton acts of The Emily Program.
- F. No Direct Supervision.** I understand that The Emily Program Lodging provides temporary housing for clients of The Emily Program, P.C., (hereinafter "The Emily Program") but DOES NOT provide direct supervision, treatment or therapy of Lodging Guests at The Emily Program Lodging. All treatment and/ or supportive services will be administered to clients by The Emily Program staff at a facility run by The Emily Program or as part of an outing administered by The Emily Program staff. As such, every Guest staying at The Emily Program Lodging is responsible for their own behavior. The Emily Program Lodging is NOT responsible for any Guest's behavior toward another.
- G. Eligibility.** The Emily Program Lodging is open to Guests who are admitting to or currently in PHP/IDP treatment at the Emily Program who would be unable to access treatment at The Emily Program without access to housing. The Emily Program may deny lodging admission to potential Guests who: (a) have a history of sexual crime, drug or violent crime charges, or damage to property crimes; or (b) have medical or mental health conditions not suitable for PHP/IDP level of care at The Emily Program.
- H. Gender Identity and Sexual Orientation.** The Emily Program Lodging is open to Guests of any sexual orientation, gender identity/expression, as well as non-binary or gender nonconforming individuals, who are aged 18 and older. Guests share bathrooms, kitchen and other common space within the lodging unit/house. Guests will share bedrooms with other guests based on their gender identity. I agree to treat all guests with respect and consideration, and agree that failure to do so could lead to termination of this agreement.
- I. Communication Between The Emily Program Lodging and The Emily Program Staff.** I understand that, during my stay at The Emily Program Lodging, the Site Director, Lodging Coordinator, or the Lodging Coordinator's delegate may communicate with my care team at The Emily Program concerning any circumstances surrounding my stay at The Emily Program Lodging that may impact my immediate health or safety, or ability to continue to reside at The Emily Program Lodging. Likewise, my care team at The Emily Program may also communicate with the Site Director, Lodging Coordinator (or delegate) concerning any circumstances surrounding my treatment at The Emily Program that may impact my immediate health or safety, or ability to continue to reside at The Emily Program Lodging. I understand that these communications may occur, as described in this paragraph, and authorize such communications.
- J. Termination.** I agree that The Emily Program Lodging has the right to terminate this Agreement at its discretion. In the event that I do not follow The Emily Program Lodging Rules, cause disruption,

am deemed by The Emily Program as incompatible with other Lodging Guests, or have medical or mental health conditions not suitable for independent living, The Emily Program will notify me that I must vacate the premises and this Agreement will be immediately terminated.

K. Non-Discrimination. Pursuant to state and federal law, specifically housing laws in Pennsylvania, Minnesota, Ohio and Washington, the federal Fair Housing Act and The Emily Program policy, The Emily Program Lodging does not discriminate on the basis of race, sex, religion, gender identity, color, familial status, ancestry, disability, national origin, military status, age, pregnancy, creed, marital status, status with regard to public assistance, credit history or sexual orientation or any other class protected by state or federal law when determining eligibility for lodging.

By initialing below, I certify that:

_____ I currently have no conscious suicidal plan or intent, and will immediately notify PHP staff at The Emily Program, or the crisis line if outside of programming hours, if this changes; and

_____ I will immediately notify PHP staff at The Emily Program, or the crisis line if outside of programming hours, if I experience any new physical symptoms that could affect my medical stability;

_____ I will adhere to all Emily Program Lodging Rules.

_____ Date: _____
The Emily Program Lodging Guest/Guardian Signature

References:

Minn. Stat § 327.70, subd. 5

WAC 246-360-010

OAC 3731.01 (A)(1)