

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

Civil Action No. I:13-cv-02782

The Center for Rights of Parents with Disabilities

Plaintiff(s),

v.

Colorado Homeless Families, Inc.

Defendant(s).

STIPULATED SETTLEMENT TERM SHEET

Plaintiff, The Center for Rights of Parents with Disabilities, and Defendant, Colorado Homeless Families (hereinafter collectively known as “the parties”) in the above captioned action hereby enter this Settlement Term Sheet (“Agreement”) for the purposes of ending this lawsuit without further judicial proceedings.

RECITALS

WHEREAS, Plaintiff brought this action on October 11, 2013, alleging violations of the Federal Fair Housing Act, 42 U.S.C. 3601 *et. seq.* and the Americans with Disabilities Act, 42 U.S.C. §§ 12101, *et seq.*

WHEREAS, Defendant filed a motion to dismiss this action on December 27, 2013, pursuant to Fed. R. Civ. P. 12(b)(1).

WHEREAS, there has been no finding of liability by this Court or any other court.

WHEREAS, the parties desire to avoid costly and protracted litigation, have conferred on the matter, and have voluntarily agreed, as indicated by the signatures of counsel below, to resolve the Center for Rights of Parents with Disabilities claims against Colorado Homeless Families without any admission or adjudication of facts or law and according to the terms set forth herein.



AGREEMENT TERMS

NOW THEREFORE, in consideration of the forgoing, the parties agree as follows:

- I. Terms.** Defendant's application criteria for transitional housing, as listed on its application, website and in all other locations\formats, such as brochures, leases, and policies and procedures, shall consist of the following:
1. All applicants shall have a good referral from a reputable person or organization;
 2. All applicants shall have four (4) good character references.
 3. All applicants shall have a good work history. This does not apply to persons with disabilities.
 4. All applicants must show initiative and provide a list of future goals.
 - i. Are you currently attending school, training, or any form of educational or self-improvement courses? For example, the following would be examples of showing initiative: getting help for a substance abuse problem; leaving an abusive partner; relocating to be closer to family; moving from a dangerous neighborhood; moving to be closer to a specialized school\program\hospital for children or self or if you are moving in a direction that will improve for the overall condition and success of you and your family;
 - ii. Persons who are totally disabled and receiving social security or disability must be eligible to receive, at the time of departure from CHF, sufficient income (or otherwise have a budget eligible to cover) the ordinary expenses of a family household;
 - iii. Have you shown initiative prior to coming to CHF;
 - iv. All applicants shall demonstrate short and long term goals.
 5. All applicants shall be at risk of being homeless or actually homeless. This low-income housing program is on a month-to-month basis, evaluated by progress toward self-sufficiency. Families must be earning less than 30 to 50% of the median income limit;
 6. All applicants must have a qualified sponsor who will give personal support to the applicant and have adequate income to guarantee their rent in case of an emergency;

7. All applicants must be willing to live by the R. B. Ranch Affordable Housing Lease and the Policies and Procedures;
 8. All applications must be filled out completely. Incomplete applications will not be considered;
 9. No pets permitted. Services animals are allowed; and
 10. Any home health aides employed by or on behalf of Lessee will not be considered a guest and therefore will not be subject to the limitations and restrictions set-forth above. However, upon request from the Director, Lessee shall provide documentation from a physician, nurse practitioner, or physician's assistant of the need for a home health aide(s).
- II. **Application.** Defendant agrees to modify its policies, lease, sponsor form, and website in accordance with aforementioned terms. Defendant's application, lease, policies and sponsor form are attached hereto as Exhibits 1-4.
- III. **Purpose.** This Agreement is for the purpose of settling litigation and nothing in this Agreement shall be deemed a precedent or constitute an admission of fact or law by any Party. This Agreement shall not be used or admitted against a Party over the objection of that Party in any proceeding where precluded under Rule 408 of the Federal Rules of Evidence.
- IV. **Scope.** Except as expressly stated herein, this Agreement in no way affects the rights of any person or entity not a party hereto.
- V. **Releases.** Effective on the date of this Agreement, Plaintiff, on behalf of themselves and their executors, successors, heirs, assigns, agents and representatives, in consideration of the relief set forth herein, the sufficiency of which is expressly acknowledged, unconditionally and forever do fully and finally release, acquit and discharge Defendant and its parent and subsidiary corporations and each of its present, former or future officers, directors, and shareholders and successors and assigns from the Released Claims. Effective on the date of entry of this Agreement, Defendant, on behalf of itself and its parent and subsidiary corporations and each of its present, former or future officers, directors, and shareholders and successors and assigns, in consideration of the relief set forth herein, the sufficiency of which is expressly acknowledged, unconditionally and forever does fully and finally release, acquit and discharge Plaintiffs and their executors, successors, heirs, assigns, agents and representatives, from the Released Claims. The "Released Claims" are any and all past or present claims, rights, demands, charges, complaints, actions, causes of action, and liabilities of any kind, arising on or before the effective date of this Agreement that relate to

Defendant's policies or practices for admitting persons with disabilities who are unable to work or attend school in to its transitional housing program.

- VI. **Dispute Resolution.** Nothing in the foregoing shall be construed to prevent any Party from using or admitting this Agreement to address a claim for breach of the Agreement or any of its terms. The parties agree that before either party takes action to enforce this agreement or any provision thereof, it shall provide written notice of the alleged violation. The party receiving the notice shall have thirty (30) days to correct the alleged violation and provide notice to the complaining party of such correction or any other explanation or defense. Within fifteen (15) business days of receipt of any notice, counsel for both parties will meet and confer by telephone or in person and attempt to resolve the issue informally. If, after meeting informally, if either party believes that a dispute exists, that party shall have the right to submit the dispute to the Court. Defendant shall be responsible for paying the reasonable attorneys' fees and costs incurred by Plaintiffs' counsel in informal dispute resolution pursuant to this Paragraph. Plaintiffs shall not be responsible for Defendant's attorneys fees relating to actions taken under this Paragraph.
- VII. **Communication Between Parties.** Any notice or communication required or permitted to be given to any party under this Agreement shall be given in writing by depositing it in the U.S. Mail, addressed as follows:

To Plaintiffs:

Timothy P. Fox, Esq.
Civil Rights Education and Enforcement Center
104 Broadway Suite 400
Denver, CO 80203

or

Courtney Longtin, Esq.
The Center for Rights of Parents with Disabilities
P.O. Box 756
Windsor, CO 80550

To Defendant:

William J Kelly III, Esq.
Kelly & Walker LLC
1401 17th Street, Suite 925
Denver, CO 80202

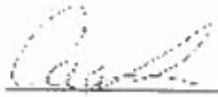
If any of the above addresses change, it is the responsibility of the Party whose address is changing to give written notice of said change to all other Parties within thirty (30) business days following the effective date of said change.

- VIII. **Confidentiality.** The parties agree that this action and the terms of this Agreement are not bound by confidentiality. However, the parties agree that neither will engage in any conduct or communications designed to disparage the other party.
- XI. **Attorneys' Fees and Costs.** The parties agree to bear their own costs, attorneys' fees and other expenses incurred in this action.
- X. **Severability.** Every provision of this agreement is intended to be severable unless otherwise noted. In the event that any term or provision in this agreement is declared invalid or illegal, for any reason, by any court of competent jurisdiction, the invalidity or illegality shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.
- XI. **Resolution of Ambiguities.** Plaintiffs and their counsel and Defendant and its counsel have all reviewed and negotiated this Agreement, and accordingly the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party, shall not be employed in the interpretation of this Agreement.
- XII. **Free and Voluntary.** The parties declare that they have fully and carefully read this Agreement, have consulted legal counsel of their choice, if applicable, understand the content thereof, and sign this Agreement of their own freewill.
- XIII. **Final Agreement.** This Agreement shall constitute a complete and final settlement of all of Plaintiff's claims alleged in the above-described civil action against Defendant.
- XIV. **Stipulated Dismissal.** Within in one week of the execution of this Agreement, the parties, through their respective counsel, shall execute and file a stipulation to

dismiss the Lawsuit and all claims raised therein, with prejudice, each party to bear his or its own costs and attorneys' fees, with the United States District Court.

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DATED: April 11, 2014.



Carrie Ann Lucas

Executive Director of the Center for Rights of Parents with Disabilities

Approved as to Form:

/s/ Timothy P. Fox

Timothy P. Fox

Civil Rights Education and Enforcement Center

104 Broadway Suite 400

Denver, CO 80203

/s/ Courtney Longtin

Courtney Longtin

The Center for Rights of Parents with Disabilities

P.O. Box 756

Windsor, CO 80550

Attorneys for Plaintiff

/s/Connie Williams

Connie Williams

Executive Director of Colorado Homeless Families

Approved as to Form:

/s/William J Kelly III

William J Kelly III

Kelly & Walker LLC

1401 17th Street, Suite 925

Denver, CO 80202

Attorney for Defendant

Colorado Homeless Families Transitional Housing Program
P.O. Box 740130
Arvada, CO 80006
303-420-6634
303-420-2356 fax

APPLICATION

Colorado Homeless Families (CHF) is a transitional housing program that provides housing and supportive services for families with children, on a month to month rental basis for up to 18 to 24 months. It is important for all applicants to know that CHF is not just an affordable housing program. All adults must work with case management, (attend counseling, if needed) and attend educational seminars and support group meetings and be willing to do a minimum of 5 hours of community service per month; per adult. Our goal is to help families become self-sufficient within approximately 18 months to 2 years.

Colorado Homeless Families is a community of families with the initiative to help themselves. Applicants must be willing to work toward improving their skills and/or education in order to become economically stable and self-sufficient. Applicants must be willing to volunteer their time and/or talents back into Colorado Homeless Families community, in order to help others.

The applicant **must** meet the following criteria:

1. Have a good referral from a reputable person or organization.
2. Have four (4) good character references.
3. Must not have a negative rental history.
4. Have good work history. * * This does not apply to applicants with disabilities. If you are on full time disability, unable to work, and receiving SSDI or other Government benefits, you do not need to include your work history, please continue to item 5A.)
- 5A. ** TO BE COMPLETED ONLY BY Families with adult(s) on full time disability and unable to work, who are receiving SSDI or other Government Benefits:
 - How will this program benefit you, and how will you and your family become more stable while living in CHF's transitional housing program?
 - What will you accomplish in the short time you are in CHF's transitional housing program?
 - What are your goals; interests; hobbies?
- 5B. **TO BE COMPLETED ONLY BY Families with adult(s) able to work:**
 - Applicants need to show **initiative** and provide a list of future goals
 - Is applicant currently attending school and/or training or registered to do so?
 - Is applicant currently holding a job which will provide sufficient income and the



- opportunity to improve your financial situation within 18 months to 2 years?
 - Has applicant shown initiative prior to coming to CHF to improve your financial and social situation?
 - Has applicant established short and long-term goals?
6. All adults must be willing to perform at least 2 and up to 18 hours of community service per week, which will be mutually agreed upon between the resident, assigned case manager and Director. The community service requirement shall take into consideration each person's abilities and shall be consistent with any special needs or disability.
7. **All applicants** must be at risk of being homeless or actually homeless. This low-income housing program is on a month-to-month basis, evaluated by your progress toward self-sufficiency and/or your initiative to help yourself. Families must be earning less than 30 to 50% of the median income limit. All applicants must pay either 30% of their income or \$475 per month, whichever is greater, towards rent. A deposit of \$475 is required as well. Persons who are totally disabled and receiving social security or disability must be eligible to receive, at the time of departure from CHF, sufficient income (or otherwise have a budget eligible to cover) the ordinary expenses of a family household. In determining whether this criterion is met, CHF will **not** use an approach that analyzes the percentage of an applicant's income that would be used for housing
8. All applicants must have a qualified sponsor who will give personal support to the applicant and have adequate income to guarantee their rent in case of an emergency.
9. Applicants must be willing to accept the Colorado Homeless Families Rental Contract Policies and Procedures.
10. Application **must** be filled out **completely**. **Incomplete applications will not be considered.**

Note: All qualified applicants will be interviewed by staff members and the executive director. Entrance into the CHF Program is **not guaranteed** following the interview process, but is pending on decision of the staff and availability of housing.

- NO PETS ALLOWED! (Except Service Animals) -

Disqualification

1. CHF is a safe neighborhood and a safe place for children. We do not take families that have felonies on their record.
2. If the applicant/family has been evicted from a home; they would not qualify for our program.
3. Colorado Homeless Families is a housing program for families that are able to live independently. The fact that an applicant requires home healthcare will **not** be taken into consideration in determining whether that applicant will be admitted into the program, and is not a basis for excluding that applicant. Home health care will not be provided by Colorado Homeless Families. Persons needing home health

care will be permitted to employ any necessary aides.

FOR OFFICE USE ONLY
Date Application Received _____
Date Received _____

Colorado Homeless Families Transitional Housing Application

Applicant always refers to the top wage earner of the household. Other family members please fill out a separate Household Member Form for each person in the family.

APPLICANT SOCIAL SECURITY NUMBER: _____

APPLICATION DATE: _____

APPLICANT NAME: (Last) _____ (First) _____ (MI) _____
MAILING ADDRESS: _____
CITY: _____ **STATE:** _____ **COUNTY:** _____ **ZIP:** _____
PHONE: (Day) _____ (Evening) _____ (Message) _____

DATE OF BIRTH: _____ **AGE:** _____ **GENDER:** ☐ MALE ☐ FEMALE

STATE OR COUNTRY BORN: _____

RACE:

- ☐ ASIAN/PACIFIC ISLANDER ☐ NATIVE AMERICAN/ALASKAN NATIVE
☐ BLACK/AFRICAN AMERICAN ☐ WHITE

ETHNICITY:

- ☐ HISPANIC ☐ NOT HISPANIC

NUMBER IN HOUSEHOLD:

(If more than one, complete Household Member Form for each member of the household.)

LAST PERMANENT ADDRESS: _____
CITY: _____ **STATE:** _____ **COUNTY:** _____ **ZIP:** _____

WHERE DID APPLICANT SPEND LAST NIGHT?

- ☐ OWN HOME ☐ HOSPITAL
☐ SHELTER ☐ TRANSITIONAL HOME
☐ STREETS ☐ DOMESTIC VIOLENCE SITUATION
☐ WITH FRIENDS/RELATIVE ☐ OTHER
☐ HOTEL/MOTEL

IN WHICH COUNTY?

- ☐ DENVER ☐ BOULDER
☐ ADAMS ☐ JEFFERSON
☐ ARAPAHOE ☐ DOUGLAS ☐ OTHER

MARTIAL STATUS:

- ☐ MARRIED ☐ WIDOWED
☐ SINGLE ☐ SEPARATED
☐ NEVER MARRIED ☐ COMMON-LAW MARRIED
☐ DIVORCED ☐ OTHER

Do you have a disability that prevents you from working or going to school? If so, please explain why your disability prevents you from working or going to school.

ENGLISH SPEAKING: ☐ YES ☐ NO

ENGLISH 2ND LANGUAGE: ☐ YES ☐ NO

CITIZEN STATUS:

- ☐ NATURAL BORN
☐ NATURALIZED

- ☐ REFUGEE
☐ IMMIGRANT
☐ OTHER LEGAL IMMIGRANT
From where: _____

VETERAN: ☐ YES ☐ NO

DATES OF SERVICE: _____

TYPE OF DISCHARGE:

- ☐ HONORABLE
☐ BAD CONDUCT
☐ GENERAL (HONORABLE CONDITIONS)
☐ DISHONORABLE
☐ OTHER _____

BRANCH OF SERVICE:

- ☐ ARMY
☐ AIR FORCE
☐ NAVY
☐ COAST GUARD
☐ MARINES
☐ OTHER

PERCENT OF DISABILITY (0-100%): _____

HIGHEST LEVEL OF EDUCATION:

☐ LESS THAN HIGH SCHOOL

☐ TRADE SCHOOL

☐ SOME HIGH SCHOOL Years Completed? _____

Vocation? _____
☐ TECHNICAL COLLEGE

☐ HIGH SCHOOL GRADUATE

☐ BA/BS

Vocation? _____

☐ GED

☐ MA/MS

Degree In? _____

☐ SOME COLLEGE Years Completed? _____

☐ DOCTORATE

What subject? _____

☐ ASSOCIATES DEGREE

☐ OTHER _____

In What? _____

PREVIOUS APPLICANT TO THIS PROGRAM? ☐ YES ☐ NO

REFERRAL SOURCE:

- ☐ SELF
☐ EMPLOYER
☐ EMERGENCY/TRANSITIONAL SHELTER STAFF
☐ PUBLIC HOUSING AUTHORITY
☐ CHURCH STAFF

- ☐ ALCOHOL/DRUG PROGRAM
☐ OTHER HUMAN SERVICE STAFF
☐ POLICE
☐ HOSPITAL/MEDICAL CLINIC STAFF
☐ OTHER

REFERRAL AGENCY: _____

HOW LONG HAVE YOU NEEDED HOUSING?

- ☐ <30 DAYS
☐ 90-120 DAYS
☐ 6 MONTHS - 1 YEAR

- ☐ 30-90 DAYS
☐ 120 DAYS - 6 MONTHS
☐ 1-2 YEARS

REASON YOU NEED HOUSING?

- | | |
|--|---|
| <input type="checkbox"/> UNEMPLOYMENT | <input type="checkbox"/> ALCOHOL/SUBSTANCE ABUSE |
| <input type="checkbox"/> UNABLE TO PAY RENT/MORTGAGE | <input type="checkbox"/> FAMILY REJECTION |
| <input type="checkbox"/> EVICTION/FORECLOSURE | <input type="checkbox"/> MOVED TO SEEK WORK |
| <input type="checkbox"/> LOW WAGES | <input type="checkbox"/> CHANGE OF HOUSEHOLD COMPOSITIO |
| <input type="checkbox"/> DOMESTIC VIOLENCE | <input type="checkbox"/> CHILD ABUSE |
| <input type="checkbox"/> FAMILY MEMBER ILLNESS | <input type="checkbox"/> OTHER _____ |

AT PRESENT ADDRESS, DO YOU: ☐ Own Home ☐ Rent ☐ Live with family or friends

How long have you lived there? _____ Rent or mortgage payment: \$ _____

Landlord or Mortgage Co: _____ Phone #: _____

PREVIOUS ADDRESSES: We need at least 5 years of rental history.

- | | | |
|--------------------------------|-----------------------|-------------------|
| 1. Address: _____ | How Long There? _____ | What Years: _____ |
| Landlord or Mortgage Co: _____ | | Phone #: _____ |
| 2. Address: _____ | How Long There? _____ | What Years: _____ |
| Landlord or Mortgage Co: _____ | | Phone #: _____ |
| 3. Address: _____ | How Long There? _____ | What Years: _____ |
| Landlord or Mortgage Co: _____ | | Phone #: _____ |

HAVE YOU EVER BEEN EVICTED? ☐ YES ☐ NO

LIST NAMES OF TWO CLOSE RELATIVES WITH ADDRESS AND PHONE NUMBER:

<u>Name:</u>	<u>Phone #:</u>	<u>Relationship:</u>	<u>Address:</u>
_____	_____	_____	_____
_____	_____	_____	_____

LIST FOUR (4) REFERENCES (2 may be work references) of people you have known over 4 years. No Relatives.

<u>Name:</u>	<u>Phone#:</u>	<u>Years Known:</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

INCOME SOURCE: (Monthly Gross) * Need Verification of all Income

SSI	\$ _____
SSDI	\$ _____
SSA	\$ _____
GENERAL PUBLIC ASSISTANCE	\$ _____
AFDC	\$ _____
CHILD SUPPORT	\$ _____
VA BENEFITS	\$ _____
EMPLOYMENT	\$ _____
UNEMPLOYMENT BENEFITS	\$ _____
MEDICARE (YES)____ (NO)	
MEDICAID (YES)____ (NO)	
FOOD STAMPS	\$ _____
OTHER: _____	\$ _____
TOTAL INCOME:	\$ _____

APPLICANT'S MONTHLY EXPENSES:

Rent/Mortgage: \$ _____ Public Service: \$ _____ Telephone: \$ _____ Clothing: \$ _____
Food: (Don't include Food Stamps) \$ _____ Life Insurance: Whole Life \$ _____ Term \$ _____
Auto Payments: \$ _____ Auto (Gas, Oil, Maintenance): \$ _____ Auto Insurance: \$ _____
Medical: \$ _____ Dental: \$ _____ Pharmacy: \$ _____ Medical Insurance: \$ _____

Other Installment Payments:

Creditor: _____ Terms/Services Purchased: _____
Monthly Payment: \$ _____ Current Balance: \$ _____

Creditor: _____ Terms/Services Purchased: _____
Monthly Payment: \$ _____ Current Balance: \$ _____

Creditor: _____ Terms/Services Purchased: _____
Monthly Payment: \$ _____ Current Balance: \$ _____

RESOURCES/ASSETS:

Name of bank for **checking** account: _____ Approximate Balance: \$ _____
Name of bank for **savings** account: _____ Approximate Balance: \$ _____

Vehicle Make: _____ Model: _____ Year: _____
Date of Purchase: _____ Balance Owed: \$ _____
Financed By: _____ Address: _____

Do you own **property**? _____ Where? _____ Income received from property \$ _____
Do you have **investments**? _____ What type? _____ How much? \$ _____

APPLICANT'S OWN RESOURCES: Must List at least 5 years of Employment WITH PHONE # If employment is less than 5 years, what has occupied your time?

Current Employer's Type of Position _____

Name: _____ Business: _____ Held: _____
Address: _____

Phone# _____

Monthly Income: Gross: \$ _____ Net: \$ _____ How long employed? _____

Previous Employer's Type of Position: _____

Name: _____ Business: _____ Held: _____ Address: _____

Phone # _____

Monthly Income: Gross: \$ _____ Net: \$ _____ How long employed? _____

Reason for leaving position: _____

Previous Employer's Type of Position: _____

Name: _____ Business: _____ Held: _____ Address: _____

Phone # _____

Monthly Income: Gross: \$ _____ Net: \$ _____ How long employed? _____

Reason for leaving position: _____

If less than 5 years of employment, tell us what you have been doing.

Please describe as fully and accurately as possible all circumstances leading to present situation of need. Attach any additional information or documentation.

List your abilities and talents which you would be able to contribute or volunteer back into our community.

What are your Goals for the future? How will these goals enable you to become economically self-sufficient within 18 months?

ALONG WITH YOUR HOUSING APPLICATION, YOU MUST INCLUDE:

- _____ Verification of any current employment and/or any income, with **copies of last 3 pay stubs**.
- _____ A letter verifying your current address.
- _____ A letter explaining how and why you are in your present situation or why you are at risk of becoming homeless.

Have you or any member of your family ever been arrested? ☐ Yes ☐ No
(If yes, who? _____ When? _____ Why? _____)

Do you or any member of your family have a criminal record? ☐ Yes ☐ No
(If yes, who? _____ When? _____ Why? _____)

A criminal records report will be obtained from CBI (Colorado Bureau of Investigation) or a similar agency for each adult person in the household. (Any history of criminal activity may be grounds for denying this application.)

I, _____, give my permission to Colorado Homeless Families to have my references, criminal background and my credit rating checked and verified.

I, _____, give my permission to Colorado Homeless Families to have my references, criminal background and my credit rating checked and verified.

(Have you filled out all the above information completely ?) *Remember: if your application is not complete, it will not be considered.*

Signature

Date

Signature

Date

*****For Office Use Only*****

DATE CLIENT BEGAN RECEIVING SERVICES: _____

Sponsors must complete the attached SPONSOR FORM.

REASON FOR NOT ENTERING PROGRAM:

(Complete if applicant does not enter the program at this time.)

☐ N/A

☐ NO VACANCIES

☐ REFUSED TO PARTICIPATE

☐ NOT KNOWN

☐ NOT HOMELESS

☐ DID NOT MEET OTHER ELIGIBILITY

☐ INCOMPLETE APPLICATION

☐ OTHER

**COLORADO HOMELESS FAMILIES
HOUSING LEASE
(CHF)**

This agreement will become effective _____ between Colorado Homeless Families as Lessor, and _____ as lessee. The undersigned lessee agrees to rent the property located at _____ (City and Zip) on a month-to-month basis, for a monthly cost of \$_____, payable on the first day of each and every month. A Community Service Report must accompany the rent. If rent is not in possession of the Colorado Homeless Families' office, by the 7th day of each month, there will be a late charge of \$25.00. (The \$25.00 late charge must come with the rent payment.) If full rent, community service report and late fee are not in the CHF office by the 10th of the month, you will be served with a 3 day notice to vacate. Every two months hereafter, lessee's rental payment will be reevaluated and monthly rent payment increased according to lessee's income. (Rent is based on 30% of gross income.)

The rent checks shall be made payable to Colorado Homeless Families and sent to: Colorado Homeless Families; P.O. Box 740130, Arvada, Co. 80006 or rent checks may be hand delivered to the office located at 7447 W. 61st Ave. Arvada Co.

The lessee agrees as follows:

- (1) To pay for all utility bills: electric, gas, water and trash. (And you shall be responsible for transferring such utilities into your own name.)
- (2) To keep and maintain the home in clean and good condition; and to comply with all laws, health and police requirements, with respect to said premises and appurtenances.
- (3) To neither hold or attempt to hold the landlord liable for any injury or damage occasioned by defective wiring or by the breaking or stoppage of the plumbing or sewage upon the premises, whether the breaking or stoppage results from freezing or otherwise.

The Lessee shall indemnify and save harmless, the Lessor, it's officers, agents, servants and employees from all liability, under the Federal Tort Claims Act (62 Stat. 869, 98238 U.S.C. Sec. 2680) or otherwise, for death or injury to all persons, or loss or damage to the premises and the property of all persons resulting from the use of the premises by the lessee.

- (4) To comply with all restrictions or duties applicable to said property and which arise from any source, whether public or private, including, but not limited to, Federal, State, and Local laws and regulations, restrictive covenants, by-laws, Homeowner's Association rules, and the Colorado Homeless Families Policies and Procedures for residents.
- (5) No alteration, addition or improvements shall be made in/or to the premises, without the consent of the Lessor in writing. All additions and improvements made by the lessee shall belong to the Lessor.
- (6) All goods and chattels placed or stored in or about the premises are at the risk of the lessee.
- (7) The lessee must notify the Lessor, as soon as possible, of any damage, defects, or maintenance problems which may arise with the structure, plumbing, electricity, fixtures, water, gas lines, and/or appliances, etc.



Policies & Procedures signed on: _____

- (8) The lessee must allow Colorado Homeless Families (CHF) the right to enter the property at all reasonable hours for the purpose of inspecting the condition of the property.
- (9) Lessee agrees that the home may be used and occupied only by the following person's _____, as a private residence and for no other purpose. Lessee shall promptly inform the Lessor of any and all occupants not named herein. Parents or grandparents of the adult (s) resident (s) may visit up to a maximum of three (3) days in any given month without written permission from the Executive Director. Any additional days must be approved by the Executive Director. Any person not named herein, including overnight guests, who uses or resides in the home without the written permission of Lessor (Executive Director), shall be deemed an unauthorized occupant which shall constitute a breach of this lease. Violation of these provisions will give Lessor grounds to immediately begin eviction proceedings under Colorado law.

All regular guests of lessee must be approved in writing by Lessor Executive Director. A regular guest is any person who visits the lessee more than two times per week. All guests are not permitted to remain on Lessor property after 9:00 p.m. of any day without the prior written permission of Lessor.

In order to preserve the community and protect all residents, lessee agrees that anyone who is a regular guest may be asked to provide identification, consent to and submit to a criminal background check before they are allowed to remain on or near any property that is owned by Lessor. If any guest refuses to provide identification, or if it is determined that guest has a criminal record that includes a felony or a misdemeanor involving violence, domestic violence, or an illegal drug violation, the guest will not be allowed on Lessor property and will be considered a trespasser and will be removed.

All guests must abide by all of Lessor rules and regulations which apply to lessee and others who reside at Lessor property.

Any home health aides employed by or on behalf of Lessee will not be considered a guest and therefore will not be subject to the limitations and restrictions set-forth above. However, upon request from the Director, Lessee shall provide documentation from a physician, nurse practitioner, or physician's assistant of the need for a home health aide(s).

- (10) No pets are allowed. (Except Service Animals)
- (11) No other heating devices other than the present heating system already provided and installed, _____ can be used for heating the premises.
- (12) The lessee agrees to give Colorado Homeless Families thirty (30) days written notice, prior to vacating the premises.
- (13) The lessee can not sublet or assign any rights under this lease.
- (14) The lessee agrees that if any damage to the property shall be caused by the lessee's acts or neglect, the lessee shall, with permission and/or approval of the director, forthwith repair such damage at lessee's own expense. Should the lessee fail or refuse to make such repairs within a reasonable time after the occurrence of such damage, the Lessor may, at his option, make such repairs and charge the cost thereof to the lessee, and the lessee thereupon, will reimburse the Lessor for the total cost of all damages so caused.

Damages to CHF property must be reported to the CHF office, either to the Maintenance Supervisor or to the Executive Director within the next business day. If neither are in the office, leave detailed information

with the secretary. If you have caused damages to CHF property by neglect, accidentally or willfully and do not report it to the Maintenance Supervisor, Executive Director or secretary, you may be fined, as well as asked to leave the program.

- (15) The security deposit in the amount of \$ 475.00 shall be returned to the lessee, or written accounting made thereof, listing the exact reasons for the retention of any portion of the security deposit, including unpaid rent and other costs within sixty (60) days after termination of the lease, or surrender and acceptance of the premises. The Lessor shall make a written statement by mailing said statement to the last known address of the tenant.
- (16) If the premises are left vacant and any part of the rent reserved hereunder is not paid. Then the Lessor may, without being obligated to do so, and without terminating this lease, retake possession of the said premises and rent the same for such rent, and upon such conditions as the Lessor may think best, making such change and repairs as may be required, giving credit for the amount of rent so received less all expenses of such changes and repairs, and the lessee shall be liable for the balance of the rent herein reserved until the expiration of the term lease.
- (17) It is agreed that if the lessee shall be in arrears in the payment of any installment of rent, or any portion thereof, or in default of any of the covenants or agreements herein contained to be performed by the lessee, which default shall be uncorrected for a period of three (3) days after Lessor has given written notice thereof, Lessor may, at his option, without liability for trespass or for damages; enter into and upon said premises, or a portion thereof; declare the terms of this lease ended; repossess the said premises as of the lessor former estate; peacefully expel and remove the lessee, those claiming under him, or any person or persons occupying the same and their effects; all without prejudice to any other remedies available to the Lessor for arrears of rent or breach of this lease.
- (18) In the event of any dispute arising under the terms of this lease, or in the event of non-payment of any sums arising under this lease and in the event the matter is turned over to an attorney, the party prevailing in such dispute shall be entitled, in addition to other damages or costs, to receive reasonable attorney's fees from the other party.
- (19) The Lessee further agrees that if he/she should fail to comply with any provisions of this agreement, then in any of said cases; it shall be lawful for the Lessor, at his election or option, and in accordance with Colorado law, to re enter and retake possession. The failure of the Lessor to insist upon the strict performance of any terms, covenants, agreements and conditions herein contained, shall not constitute or be construed as a waiver or relinquishment of the Lessor rights thereafter to enforce any such terms, covenants, agreements, or conditions, but the same shall continue in full force and effect.
- (20) Each Townhome has one (1) reserved parking space. No more than (2) Vehicles per townhome may be parked on the premises. The Lessee will be responsible to inform their guests not to park in the reserved parking areas.
- (21) The lessee must be willing to volunteer _____ hours of Community Service each month per family to Colorado Homeless Families, or to the organizations working with the Colorado Homeless Families or other available community services, (which have been pre-approved with the Colorado Homeless Families administrator) in order to strengthen the resources of the Colorado Homeless Family community. With respect to persons with disabilities, the community service requirement will be consistent with such person's capabilities. All maintenance of the grounds (not covered by HOA) is the residents' responsibility, including snow and ice removal from porches, private sidewalks and patios.

(22) The lessee must agree to Case Management as determined by the Executive Director. The lessee must be willing to attend counseling sessions as determined by the Executive Director and/or Case manager; and each adult in the family must be willing to attend up to two (2) Support Group meetings and one (1) Educational Seminar per month in order to assist you and your family with your social, psychological and/or emotional needs.

(23) Lessee agrees to maintain the property free from illegal use, possession of or distribution of illegal drugs or alcohol. Evidence of illegal use, such as possession, intoxication or distribution of drugs or alcohol, by the lessee or their guests, shall result in immediate eviction of lessee by Colorado Homeless Families.

All residents may be required to take a mandatory drug test within 24 hours of notice. Refusal to do so may result in immediate termination of lease agreement and dismissal from the program.

(24) No Smoking: For health and safety reasons, Colorado Homeless Families (CHF) has designated that all CHF homes and offices are smoke free buildings, (this includes all residences and the CHF office building.) If you smoke, you need to do so outside, away from any wood structures, and especially not near any children. Have a safe place to put out your cigarette/cigar butts and/or pipe after you are sure that they are completely put out.

If you have guests that smoke, please inform them that they have to smoke outside the residence.

Please be sure to provide any smokers with a safe receptacle (tin can, glass container, etc.) in which to place cigarette/cigar butts after they are put out. Please do not throw butts on the lawn, ground, patio, porch, garage, driveway, street or playground, etc.

Thank you. We appreciate your effort to keep our homes safe and healthy.

I understand this written agreement and that this housing provision is on a month-to-month rental contract and is only temporary in accordance with the Transitional Housing Program of up to eighteen months. Therefore, I may be asked to leave at any time, with only a 10-day non-renewable lease notice.

This lease contract supersedes any previous contracts, and contains the entire agreement between the parties here to, and neither party is bound by any representations or agreements of any kind except as herein contained.

Colorado Homeless Families

Lessor

Date

Lessee

Date

Lessee

Date

CRIME FREE LEASE ADDENDUM

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner/Agent for Owner and Resident agree as follows:

- (1) Resident, any members of the Resident's household, a guest or other person affiliated in any way with the Resident shall not engage in any criminal activity (as defined in Title 18, C.R.S.), including drug-related criminal activity, on or near the dwelling unit, the surrounding area or the area of the complex (hereinafter collectively referred to as the "premises"). "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possessions with intent to manufacture, sell distribute, or use of a controlled substance (as defined in Article 18 of Title 18, C.R.S.).
- (2) Resident, any member of the resident's household, a guest or other person affiliated in any way with the resident shall not engage in any act which facilitates criminal activity, including drug-related criminal activity, on or near said premises.
- (3) Resident or members of the household will not permit the premises to be used for or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household.
- (4) Resident, any member of the resident's household, a guest or another person affiliated in any way with the resident shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance (as defined in Article 18 of Title 18, C.R.S.). At any location, whether on or near the premises or otherwise.
- (5) Resident or any member of the resident's household, a guest or another person affiliated in any way with the resident shall not engage in any illegal activity, including prostitution (as defined in Article 7 of Title 18, C.R.S.), criminal street gang activity (as defined in Title 16 or 18, C.R.S.), threats or intimidation (as prohibited In Title 18, C.R.S.), assault (as prohibited in Article 3 of Title 18, C.R.S.), including, but not limited to the unlawful possession or discharge of firearms or illegal weapons (as prohibited in Article 12 of Title 18, C.R.S.) On or near the premises, or any other violation of the Criminal Statutes of the State of Colorado or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, their agent, other tenants, or guest or that which involves imminent or actual serious property damage.
- (6) VIOLATIONS OF THE ABOVE PROVISIONS SHALL BE CONSIDERED A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND SUFFICIENT CAUSE FOR IMMEDIATE

TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation as outlined above, shall be considered sufficient cause for immediate termination of the lease and notice of such termination shall be given in accordance with Article 40-107.5 of Title 13, C.R.S. Unless otherwise provided by law, proof of violation/breach of this agreement resulting in termination shall not require criminal conviction, but shall require only a showing by preponderance of the evidence.

(7) In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern. Should any provision of this Lease Addendum be declared invalid by any court or competent jurisdiction, the remaining provisions hereof shall remain in full force and effect regardless of such declaration.

(8) This LEASE ADDENDUM is incorporated into the lease executed or renewed on the date set forth below.

Resident Signature

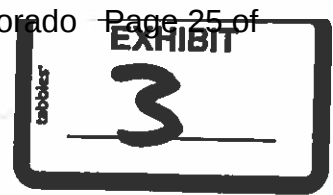
Date: _____

Resident Signature

Date: _____

Resident Signature

Date: _____



Colorado Homeless Families POLICIES AND PROCEDURES FOR RESIDENTS

ADDENDUM TO COLORADO HOMELESS FAMILIES' TRANSITIONAL HOUSING LEASE (CHF)

Rents: All rents must be paid by the 1st day of each month. The signed lease contract will inform the applicant and/or resident where to send his rent monies.

Sponsors: Part of the role of CHF is to teach the residents to take pride in themselves and their residence, to become self-reliant and to have good financial management skills. Sponsors can be individuals, families, or organizations such as churches or community organizations. A resident can use his sponsor to assist with rent payments, but the resident should show just cause for doing so, such as unforeseen circumstances. The counselor encourages each resident to be as self-sufficient as possible. Sponsors should be used only in financial emergencies. In most cases, sponsors who are used too often may not renew their contracts. If the resident has used the sponsor's help to pay his rent twice within six months, the CHF counselor will review the financial situation of the resident family to ensure that the resident is not taking advantage of his sponsor. If the counselor determines the resident is spending money irresponsibly, he will state so and will help establish a financial plan for the resident to follow. If the resident continues to use their sponsor for financing their rental payments while being irresponsible with their own money, the resident will be asked to leave the program.

Support Group Meetings/Educational Seminars: Each adult in all families are required to attend two Support Group Meetings and one educational seminar each month. Specific Support Groups will be required for residents depending upon specific areas in need of improvement in their lives. Your progress and goals will be reviewed, as well as information concerning updated policies, procedures and opportunities. A qualified counselor may be available to families with crisis situations.

CHF's Criteria: CHF is a Transitional Housing program that is involved with housing families who have the initiative to improve their social, financial, emotional and educational situations. Therefore, it is imperative that each family abide by the same criteria which is used to evaluate your progress reports.

If you do not abide by all policies and procedures listed in the rental contract and in this Policy and Procedures form, you may receive a notice that you are on probation and are in jeopardy of losing your housing privileges. You may have 3 days from the date of your probation letter, to resolve, or to make right, your contract. If after 3 days you have not corrected your housing violation, you may receive a 10-days non-renewable notice to vacate.

Progress Reports: Every month your progress will be evaluated and at that time it will be determined if you can remain in your home another month. Eighteen months is the approximate amount of time families may remain in the transitional housing program. The evaluation criteria will be based upon the following:

- a) Your willingness to volunteer your time when needed in accordance with your personal capabilities and the approval of the Director;
- b) Your responsibility with paying rent on time or working with your sponsor to make sure the rent is paid on time;
- c) Your attendance at support group meetings and educational seminars;
- d) Your attendance at English classes, if required;
- e) Your willingness to work with CHF's case manager, and/or CHF's designated counselor in order to assist you and your family with your social, psychological and/or emotional needs.
- f) How you demonstrate initiative to help yourself and how well you pursue your goals; evidence that non-disabled persons are working the required minimum of 32 hours per week or going to college, University or trade school for at least 12 hours per quarter in an approved self-sufficiency directed education program, and/or a combination of working and going to school with the **written approval of the Director**. However, if you are disabled and receiving full time disability, you must demonstrate the ways in which you and your family are improving the

overall condition and successes of you and your family; for example, any form of education or self-improvement courses, etc.

- g) Your compliance with all policies, procedures, rules and regulations in a positive, supportive and cooperative manner in regards to the CHF homeless and low-income families program, and compliance with all local, federal and state laws;
- h) Your willingness to maintain your residence (inside & outside) in a clean and orderly manner.
- i) Your willingness and responsibility to follow proper procedures in voicing grievances in relationship to policies and services offered by the CHF program. The proper grievance process is as follows:
 - 1. You and your case manager or your residential psychotherapist may discuss any problems and attempt to resolve them, without fear of restraint, interference, coercion, discrimination or reprisal. This process must be documented in writing, dated and signed.
 - 2. If resolution has not been reached, your case manager will deliver your written complaint to the executive director. You will then be contacted within two weeks and asked to attend a meeting including the following people: yourself, the executive director, your case manager, the residential case manager and the residential psychotherapist. At this meeting your written complaint and/or inability to resolve the problem in question will be discussed.

The above steps will result **either** in a working through of the problem for resolution; your transfer to another program; or your resignation from the CHF program, thus becoming independent and on your own without the assistance provided by a program. These steps and the results will be documented in writing.

Any concerns or complaints not expressed or voiced through the prescribed above channel can't be dealt with and may result in your unhappiness and inability to benefit from the program. Finally, if malicious feedback and complaints affect the community negatively, you will be placed on probation or asked to leave the program on a 10-Day Notice.

Confidentiality Agreement: Per the State of Colorado Regulations, the following Colorado Homeless Families Staff: the Executive Director, the Case Managers, the Psychotherapists and/or Counselors are bound to confidentiality in every aspect of the emotional and social services they provide to all clients regardless of race, gender, social and/or financial status and religious denomination, if any.

However, for the purpose of providing better care to all clients, appropriate and strictly relevant information will be discussed in closed staff meetings in which participate on the providers (Executive Director, Case Managers, Psychotherapists and/or Counselors) strictly concerned with emotional and social issues. All named above providers attending these staff meetings are bound to maintain confidentiality.

Verification Requests: As a person or family in the CHF Transitional Housing Program, you are required to show verification, evidence or proof of your needy status as well as your initiative to help yourself. If you refuse or neglect to show evidence of such, you will be in violation of this contract and will be asked to leave the program with a 3-Day Notice to Comply or Vacate. For example, if you do not speak or write English fluently, you will be required to attend some type of English classes and show verification of attendance.

If you misrepresent your true financial status, misrepresent the truth about your status of need, if you forge names on requested verifications, or if you misrepresent your efforts and your goals to seek self-sufficiency, CHF will give you a 3-Day Notice to comply or leave this housing program.

All requests for updated Verification of Employment, information of job training, college, universities, Homeless Status Reports, yearly Income Tax reports, other various forms of financial verification and/or Verification of English Class Attendance requested must be turned into the CHF office when requested in a timely manner in order for you to be able to continue in the Colorado Homeless Families transitional housing program. **All increases in your income, or any additional income such as pension, SSI, child support, etc., must be reported to CHF within 2 weeks of increase. It is also important that you bring a new Job Verification with address and phone number if you change jobs or get a promotion or a different job title. Failure to do so can put you on probation and/or you may be charged a fine.**

If verification forms or information sheets are not sent into the CHF office after two requests, you will be in violation of the Verification Policy, and you may at this time be given a 3-Day Notice to Comply or Vacate your housing in the CHF transitional housing program.

Non-English Speaking: All non-English speaking persons (except for children and the elderly - 60 years old or older) must attend English classes to learn to speak and write English fluently. Periodic Verification of Attendance will be required.

Maintenance Problems: All major housing or maintenance repairs must be reported to CHF's main office. Phone #303-420-6634. The director will then advise you on the maintenance procedure. **Minor repairs are the responsibility of the resident.**

Balconies, Patios & Porches: Residents will at all times keep their porches, balconies and patios neat and clean. At no time may clothing, rugs and/or other items be hung from the porches, balconies or patios. No outside clothes lines are permitted. Patios **are not** to be used for storage. Fire code requires a 4 foot exit clearance. Barbeque Grills, Smokers, or Hibachis may **NOT** be used on the patios. When in use, they must be at least 10 feet from the building, off the patio.

New Fire-Code Regulations: Due to many fire incidents, the Fire Department has initiated a new Fire-Code as follows:

A Charcoal burners, gas grills and other open flame cooking devices shall not be operated or stored on balconies of multiple housing units or within 10 feet of combustible construction.@

This new Fire Code is effective immediately. Failure to comply will result in enforcement action, including but not limited to oral notification, fines, written order to comply and/or municipal summons from the City.

Trash: Make sure that you have no trash or litter in the yard, driveway, sidewalk or patio. Backyards are not to be used to store old cars, car parts, old appliances, furniture or other junk.

Telephone Service: Colorado Homeless Families (CHF) is already wired and hooked-up with Qwest for telephone service. All the Qwest cables are buried underground. Our residents must not hook-up with AT&T or any other telephone service provider that requires installing new or additional cables. To bury cables requires digging up the landscaping and/or concrete in order to bury their cables. We cannot allow exposed cables to lie above ground as they are high-voltage and very dangerous.

Cable: The CHF's transitional housing program is designed to help families become financially responsible and self-sufficient. You, as a family at CHF, are here because you are unable to pay rent at a market rate. Part of the self-sufficiency program is to subscribe to only necessities. Therefore, CHF has a policy that advises that the families in this program should not subscribe to cable TV as this may not be a necessary expense.

Children: Parents, you are responsible to make sure that your children are under control and do not disturb your neighbors. They should not throw rocks and sticks and they should not pick flowers that are put out for decorative purposes.

No bikes or skateboards shall be ridden on the sidewalks, as this is a nuisance to residents who wish to have some peace and quiet, or who might have a baby sleeping and it can be dangerous for residents and guests walking on the sidewalks.

The supervision of children, whether inside or outside, is the complete responsibility of the children's parents. Any harm or hurt incurred upon the children shall not be a liability for the **Lessor** and/or the agency of **Colorado Homeless Families**.

Noise: It is important that you keep your noise level low enough so as not to disturb any of your neighbors. (Your music, T.V., talking, etc. from inside your apartment should not be audible to your neighbors.)

Driving: Drive very slowly in and through the neighborhood, and be especially careful as there are many small children, who are often playing in the driveways. Be particularly careful as you come around corners.

Autos: No body work on vehicles may be done on the premises and **no painting of vehicles**. No maintenance, other than tire changes, oil check and minor tune-ups to vehicles, may be done on the premises of the residence. **No changing of oil.**

All vehicles not in running order or properly and currently registered, left on the premises longer than 10 days, will be reported to the City and towed away at your expense.

All oil or antifreeze spills **must** be cleaned immediately.

Fireplaces: Because of fire hazard, if your unit has a fireplace, **do not** use it unless you check with the office to make sure you know how to use it properly.

CHF's Warehouse: Household items and clothing may be available for your use. Contact the administration office for hours of operation of the warehouse. (Usually the 2nd and 4th Saturday of each month from 11 a.m.-2 p.m.)

Any items, taken from the warehouse, **must first be authorized by the staff person in charge**. You must then sign your name and list the items which you are taking on the inventory sheet before leaving.

Appliances:

All appliances (i.e. refrigerators, stoves, washers, dryers), drapes, curtains, blinds and carpet given to families to use in their assigned home, **must remain in that home** when you leave the program.

Washers and dryers are donated items to CHF. If there are **any available**, they will be furnished to the unit, but they **become your responsibility** to keep them in operating condition. If they become inoperable, they will only be replaced if CHF has another unused, donated machine. Otherwise, it will be your responsibility to replace it with one of your own. (If CHF has a qualified resident volunteer who is in need of extra Community Service hours, CHF may be able to ask that volunteer to repair your washer or dryer.) **Please do not expect our maintenance men to come repair your washer and/or dryer.**

Community Service: Each family must volunteer 2 to 18 hours of Community Service each week. It is very important to volunteer your time to the CHF program. (If you are unable to do your Community Service on the specific requested dates, please call the office to make other arrangements, as it is your responsibility to make sure someone is doing your job at a specified time.)

Children must be 14 years old or older in order for their hours to count as part of your community service. You are responsible to hand in monthly **signed and dated** Community Service Reports with your monthly rental checks. Rent check will not be accepted without your Community Service Reports. If you need more hours, call the office and make arrangements to get your Community Service work done before the end of the month.

I understand this written agreement and that this housing provision is on a month-to-month rental contract and is only temporary in accordance with the Transitional Housing Program of **up to eighteen months. However, I may be asked to vacate at any time, with only a 10 day non-renewable notice.**

I/We will volunteer _____ hours of Community Service each month. I/We will do the following Community Service work:

Signature

Date

Signature

Date

I received a copy of the _____ HOA Rules.
(Name of Subdivision)

(Initial)

I, also, have received a copy of the Check Out letter that will serve as a reminder of the required cleaning that needs to be done before I move from the residence at _____.

(Initial)

COLORADO HOMELESS FAMILIES

HOME MAINTENANCE ORIENTATION

You are responsible for everything that takes place in and around your unit while you are leasing the unit.

This responsibility begins the first day you move in and continues until a move-out inspection is performed.

You are responsible for keeping the inside and outside of your unit neat and orderly, the following are minimum standards for you or, if fully disabled, someone at your direction, will maintain:

1. Vacuum all carpet at least once a week.
2. Mop all wood and linoleum floors 1 time a week.
3. Clean toilet at least once a week.
4. Clean bath tub at least once a week.
5. Change sheets once a week.
6. Take out kitchen trash each day so it doesn't attract bugs.
7. Empty all waste paper baskets once a week.
8. Dust once a week.
9. Make beds daily. (Children should be taught to make their own beds.)
10. Wash dishes after each meal so that you don't attract bugs.
11. Clean bathroom and kitchen sinks at least once a week.
12. Mow lawn weekly during the summer, if you are in a house.
13. Shovel your sidewalks after each snow fall.
14. It is wise to turn your heat down in the winter at night, while you are sleeping, to 68 degrees or lower, to save you money on your Public Service bill.
15. Likewise, you may want to keep your thermostat set no higher than 69-72 degrees during the day.
16. Turn off all lights when not in use. (Encourage your children to turn off all lights when they are no longer using them.) This will save on your Public Service bill.
17. Do not allow children to eat or drink any foods or beverages outside of the eating area. Drinks, such as Kool-aid, if spilled will leave permanent stains in carpet.

COLORADO HOMELESS FAMILIES

**P.O. Box 740130
Arvada, CO 80006
Phone 303-420-6634**

CANCELLATION PROCEDURE

for

**THERAPY OR COUNSELING SESSIONS, CASE MANAGEMENT APPOINTMENTS,
AND SUPPORT GROUP MEETINGS, EDUCATIONAL SEMINARS, or ENGLISH
CLASSES (ESL) (if required):**

Dear Resident and/or Children:

This memo is to remind you that **each Psychotherapy or Counseling session, Case Management appointment, Support Group meetings, Educational Seminars, or English classes (ESL)** that we schedule for you or your child at the Colorado Homeless Families is mandatory.

If for valid reasons you or your child need to cancel your session with your Psychotherapist or Counselor, your appointment with your Case Manager, or you cannot attend a Support Group meeting, Educational Seminar, or ESL class, you must notify the CHF office **twenty-four (24) hours ahead of time and immediately secure another appointment**. In case of an emergency, verification is required. Failure to do the above will result in you having to pay the full fee of the session that is **\$25.00 each person**, to be remitted to the office no later than the 30th day of the month. **You will, also, need to make up any missed Support Group Meeting or Educational Seminar within 30 days of the date of the meeting you missed and bring verification of such attendance.**

Please sign below indicating you have been informed of the content of the above procedure regarding the cancellation of the counseling sessions, therapy sessions, Case Management meetings, Support Group meetings, Educational Seminars or ESL classes.

(Signature)

(Date)

(Signature)

(Date)

Cancellation Procedure (Rev. 1/25/05)

Colorado Homeless Families Confidentiality Statement

Colorado Homeless Families shall not disclose, without the consent of program clients, any confidential communications made during the course of treatment. No employee or associate, whether clerical or professional, shall disclose any confidential information acquired through that individual's work capacity; nor shall any person who has participated in any therapy conducted under the supervision of **Colorado Homeless Families**, including, but not limited to, group therapy sessions, disclose any knowledge gained during the course of such therapy without the consent of the person to whom the knowledge relates. **Colorado Homeless Families** has the duty to warn potential victims of imminent danger if it is believed that the victim may be at risk from a client because of threats made or behavior exhibited.

These prohibitions shall not apply when a client makes indications that may be dangerous to him/herself or to the lives of others or when:

A client or the heirs, executors, or administrators of an estate of a client, file suit or a complaint arising out of, or connected with, the care or treatment of such client by **Colorado Homeless Families**; and

Colorado Homeless Families was in consultation with a physical or mental health professional against whom a suit or complaint was filed based on the case out of which the suit or complaint arises.

I UNDERSTAND THERE ARE SOME INSTANCE IN WHICH INFORMATION WILL BE DISCLOSED WITH OR WITHOUT MY CONSENT: IF I THREATEN TO DO HARM TO MYSELF OR TO OTHERS, OR IF SUCH ACTION IS SUSPECTED BY THE THERAPIST AND IF CHILD ABUSE OR NEGLECT IS SUSPECTED, UNDER THESE CONDITIONS INFORMATION WILL GO TO THE APPROPRIATE AUTHORITIES.

I have read the above statements and understand their implications for my treatment and participation at **Colorado Homeless Families**.

Signature: _____ Date: _____

Signature: _____ Date: _____

Witnessed: _____ Date: _____

COLORADO HOMELESS FAMILIES

**P.O. Box 740130
Arvada, CO 80006
Phone 303-420-6634**

Colorado Homeless Families is bound by the Colorado Statutes regarding confidentiality (12-43-218), C.R.S. (1988). Generally, information provided by you may not be disclosed without your permission. There are some exceptions. Two exceptions are in the case of child abuse and threat of harm to self or a third party.

Information may be disclosed to the following CHF Staff and their replacements:

**Connie Zimmerman, Executive Director
Norm Strasheim, Case Manager
Kristen Baynham Case Manager**

Business Address: 7447 W. 61st. Ave., Arvada, CO 80003.
Business Phone: 303-420-6634

I received a copy of this disclosure.

Signature: _____ Date:

Signature: _____ Date:

Witnessed: _____ Date:



COLORADO HOMELESS FAMILIES

**P.O. Box 740130
Arvada, CO 80006
303-420-6634
FAX 303-420-2356**

WAREHOUSE POLICIES & PROCEDURES

The CHF Warehouse, at 8876 Federal Blvd., #33B, receives some donated household items and clothing which is for the use of residents of CHF transitional housing. The warehouse is normally open on the 2nd and 4th Saturdays of each month, from 11:00 am to 2:00 pm for residents to go to select items that they can use for their family.

The 2nd and 4th Saturdays are also work days at the warehouse for those residents who have been assigned to work at the warehouse for their Community Service. The warehouse manager or his assistant must be present during these work days. **Please check-in** with the supervisor when you arrive to work to receive your specific duty for the day.

Those residents who do their community service at the warehouse are there to sort incoming donations and to keep the warehouse organized and clean. These residents are not to set aside the best items for themselves to take home with them. All items must be made available for all residents. Warehouse volunteers will be allowed to choose items **ONLY** after 1:30pm the day the warehouse is open.

All large furniture and appliances must be approved by the Executive Director and a copy will be given to the warehouse supervisor **before** you may take it.

Small items and clothing are available for CHF residents. Choose what you can use or need. **Don't forget to check-out** with the warehouse supervisor when you finish your shopping. It is essential that you are honest with your check-out.

The warehouse supervisor and the assistant supervisor are responsible for the keys to the warehouse at all times. The keys are never to be lent to any resident of CHF. Either the manager or the assistant must be present at the warehouse while items are being delivered or picked up.

Residents are not allowed to bring friends or relatives to use the warehouse. The items that are donated are for CHF residents only. If there is an abundance of clothing, we may allow people outside of the program to come in and take what they need, but they must be approved by the Executive Director ahead of time. You will be notified if they will be allowed to visit the warehouse and it will be only for what we have an abundance of. The warehouse supervisor will be notified of who will be allowed to visit the warehouse outside of CHF residents.

Initial _____

COLORADO HOMELESS FAMILIES

Park and Basketball Court Rules and Liability Waiver

Children under age of 6 years old must be accompanied, at all times, by a responsible individual (13 years or older).

Basketball court and park are for the use of CHF residents and their guests.

Park Rules:

1. Park is open from 8:00 a.m. to 9:00 p.m.
2. No hanging on, or climbing on the basketball hoops or poles
3. No roller blades, skateboard, razor scooters, bicycles or any other riding toys are allowed on the basketball court or grassy areas
4. No fighting, which includes the following: pushing, hitting, kicking and/or rude behavior
5. Be respectful to all neighbors and CHF residents
6. Do not throw rocks or wood chips
7. No loud noises, including: yelling, screaming or loud radios
8. Do not climb on, or abuse in any way, the trees and shrubs within the park area
9. Do not throw any ball or other object over the fence into a neighbor's yard
10. Do not jump over the neighbors fences to retrieve any object. You must go around to the neighbors front door to respectfully ask permission to retrieve the object, otherwise it will be considered trespassing on their property which may result in a citation or fine
11. Expenses incurred from damage caused by vandalism/misuse of the park, basketball court, fence or murals is the sole responsibility of the resident
12. Vandalism/misuse includes: intentional damage of equipment - tearing, carving, marking or writing, or any other activity that does not constitute normal use of equipment, fences, grass, trees and shrubs, picnic table and benches, etc.
13. Do not leave trash lying on the ground. Trash receptacles have been provided. Please help keep the area clean.

Abuse of above rules and regulations may be fined up to \$500 for any damages to park or basketball court area and the violator may lose the privilege to use the park.

RESPONSIBILITY & LIABILITY WAIVER

Children play at their own risk! Colorado Homeless Families assumes no responsibility for any injuries from the use of the park equipment or basketball court. Parents assume all risks and responsibilities for their children and/or guests. Colorado Homeless Families reserves the right to refuse the use of the park equipment or basketball court at any time for any reason.

I hereby agree to abide by the above rules and regulations and understand that I am responsible for my children and guests.

Signature

Date

Signature

Date

******* NOTICE *******

Your child may not play on the basket ball court or in the park until this form is signed and returned to the CHF office.



COLORADO HOMELESS FAMILIES

**P. O. Box 740130
Arvada, CO 80006
303-420-6634
FAX 303-420-2356**

Dear Residents:

Please be advised that children are not allowed to be in the CHF office without adult supervision. This is including the basement area. While you are in the office with your children, please supervise them at all times. Also, please keep them as quiet as possible as this is a place of business.

During Support Group, Educational Seminar and ESL meetings, children over the age of 13 are not to be in the basement unless they are assigned to babysit. They are welcome to sit with their parents in the meeting but should not be anywhere in the building unsupervised.

This is for the safety of all the children. We want them to be as safe as possible.

Sincerely,

**Connie Zimmerman
Executive Director**

CZ/br



Colorado Homeless Families

P.O. Box 740130, Arvada, CO 80006

Phone 303-420-6634

Fax 303-420-2356

chfrb@flashmail.comwww.coloradohomelessfamilies.org

SPONSOR FORM

Sponsor: _____ Telephone No. _____
(Full Name)

Address: _____
(Street Address including Apartment Number) (City) (State) (Zip)

Birth Date: _____ Social Security #: _____

Relationship to Applicant: _____

I hereby agree to sponsor _____ under the CHF transitional housing program. The sponsors agree to contribute the necessary funds each month to Colorado Homeless Families Transitional Housing Program which will cover the utilities and rent for the home in which the above named persons will be residing, in the event the above named sponsored person defaults in rent and/or utility payments.

This contract is in effect, on a month-to-month basis, for a period of up to eighteen months, in accordance with the CHF transitional housing program lease, and/or as long as the housing lease contract is honored.

Sponsor's Name (Must be Notarized)

Date

Notary

Date



The Sponsor's Personal and Financial Information

Sponsor's Information:

1. How long have you lived at the present address? _____ Years.

(If less than 4 years, please list previous address(es) and how long you lived at each address over the last 5 years.)

Address	City	State	Zip	How Long?

2. List name, address, phone number, contact person at your place of employment and length of employment.

Sponsor's Employer:

Place of Employment	Contact Person	Phone #

Address	City	State	Zip	Length of Employment	Monthly Salary (Net)

If you have worked at the above employment less than 4 years, list previous employers and lengths of employment.

Place of Employment	Contact Person	Phone #

Address	City	State	Zip	Length of Employment	Monthly Salary (Net)

Sponsor's Spouse Employer:

Place of Employment	Contact Person	Phone #

Address	City	State	Zip	Length of Employment	Monthly Salary (Net)

If you have worked at the above employment less than 4 years, list previous employers and lengths of employment.

Place of Employment	Contact Person	Phone #

Address	City	State	Zip	Length of Employment	Monthly Salary (Net)

The Sponsor's Personal and Financial Information.....continued

3. List any other income you may be receiving. \$ _____

4. Liabilities:

Home: _____ Rent _____ Own _____ Monthly Payments: \$ _____ month

Vehicles:

Year & Make _____ Own _____ Buying _____ Payments: \$ _____ month

Year & Make _____ Own _____ Buying _____ Payments: \$ _____ month

Other Payments:

VISA Payments: \$ _____ per month

MASTER CHARGE Payments: \$ _____ per month

OTHER: _____ Payments: \$ _____ per month

_____ Payments: \$ _____ per month

_____ Payments: \$ _____ per month

Personal References:

List 4 personal references, 2 of which cannot be related to you.

1) _____
Name Address City State Zip

Phone No. How long have you known this person?

2) _____
Name Address City State Zip

Phone No. How long have you known this person?

3) _____
Name Address City State Zip

Phone No. How long have you known this person?

4) _____
Name Address City State Zip

Phone No. How long have you known this person?

I agree that all of the above is true to the best of my knowledge. I, _____,
give my permission to Colorado Homeless Families Transitional Housing Program to have my
References and Credit Rating checked and verified.

(Sponsor's Signature)

(Date)

(Spouse's Signature)

(Date)