



PERSONAL AFFORDABLE LIVING, INC.  
 P.O. Box 98  
 Golden, CO 80402-0098  
 303-422-5345  
 personalaffordableliving@yahoo.com

PERSONAL AFFORDABLE LIVING, INC.

**SAMPLE**

APARTMENT RENTAL PROGRAM

**SAMPLE**

PARTICIPATION AGREEMENT

WHEREAS, Personal Affordable Living, Inc. ("PAL") is a private nonprofit corporation organized and existing under the laws of the State of Colorado for the charitable purpose of providing shelter and other appropriate services for persons with developmental disabilities and similar disabilities, said program, hereinafter referred to as the "PAL Apartment Rental Program"; and

WHEREAS, \_\_\_\_\_ (print name) wishes to participate as a Tenant in the PAL Apartment Rental Program, and is hereinafter referred to as "Tenant."

WHEREAS in consideration of Tenant's participation in the PAL Apartment Rental Program, \_\_\_\_\_ (print name), "Financially Responsible Party," hereinafter referred to as "FRP", agrees to assume primary liability for Tenant's obligations in the Apartment Rental Program.

WHEREAS, due to the unique nature of the PAL Apartment Rental Program and any applicable rules and regulations, there is a need to have certain rules governing tenants' activities under this Participation Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties herein contained, IT IS AGREED:

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|----|--|----------------------------------|
| 1. | The Tenant and FRP, hereby jointly and severally agree to cooperate with PAL in the execution and performance of that certain rental contract executed in conjunction herewith (the "Lease"); and  | Tenant & FRP<br>Initial<br>_____ |
| 2. | FRP, while being deemed a primary obligor for purposes of this Agreement and the Lease, acknowledges that the Tenant will bear the actual responsibility for complying in a timely manner with the financial and other obligations contained herein and in the Lease; and  | Tenant & FRP<br>Initial<br>_____ |
| 3. | The parties hereto agree and acknowledge that any monies expended by Tenant and FRP to cover the costs of the Lease and the Apartment Rental Program are those costs which are separate and/or above such costs as are covered by the Supplemental Security Income (SSI) program and are not intended to supplant any SSI funds received by Tenant for Tenant's use and benefit; and   | Tenant & FRP<br>Initial<br>_____ |
| 4. | The Tenant and FRP agree to contract with a PAL approved support service agency for a minimum of one (1) hour support services per week; and   | Tenant & FRP<br>Initial<br>_____ |
| 5. | The Tenant and FRP agree that tenant will not engage in activities which are disruptive, offensive, or result in a nuisance, including without limitation, any activities which are offensive to an existing or prospective roommate; and  | Tenant & FRP<br>Initial<br>_____ |
| 6. | *** The Tenant and FRP agree that tenant and FRP will not engage in activities which are violent, damaging, and/or abusive to anyone, including without limitation – roommate, their families, providers or guests; Tenant's families, providers or guests; neighbors and their guests; HOA members; HOA contractors; PAL employees and contractors - including without limitation, any activities which are physically, emotionally, verbally (including taunting or bullying), sexually, financially, and/or digitally abusive, or stalking; and/or which cause physical damage to the unit and/or HOA property; and | Tenant & FRP<br>Initial<br>_____ |
| 7. | *** Tenant and FRP agree that tenant will not engage in the hoarding of trash, garbage, refuse, waste, rubbish, and/or recyclable items, and tenant/FRP agree to keep the unit clean and not allow excessive buildup of waste, and   | Tenant & FRP<br>Initial<br>_____ |
| 8. | *** The Tenant and FRP understand and agree that Cannabis/Marijuana/THC is not allowed in the PAL Apartment Rental Program or on the HOA property in any form or manner, including without limitation, smoked, chewed or edible; and   | Tenant & FRP<br>Initial<br>_____ |

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|-----|---|----------------------------------|
| 9.  | *** The Tenant and FRP understand and agree that e-cigarettes/vaping, cigarettes, cigars, and any tobacco related products are not allowed in the PAL Apartment Rental Program; and   | _____<br>Tenant & FRP<br>Initial |
| 10. | *** The Tenant and FRP understand and agree that illegal drugs and paraphernalia are not allowed in the PAL Apartment Rental Program; and   | _____<br>Tenant & FRP<br>Initial |
| 11. | *** The Tenant and FRP understand and agree that firearms and illegal weapons are not allowed in the PAL Apartment Rental Program, and  | _____<br>Tenant & FRP<br>Initial |
| 12. | *** The Tenant and FRP understand and agree that pets (with the exception of PAL Board approved Certified Assistance Dogs for the Blind, and fish tanks) are not allowed in the PAL Apartment Rental Program, including without limitation, cats, dogs, reptiles, rodents, rabbits, guinea pigs, hamsters, birds and/or exotic animals; and | _____<br>Tenant & FRP<br>Initial |
| 13. | The Tenant and FRP understand and agree that in the common areas of the unit there will be no public display of lewd/inappropriate materials and materials that make another person uncomfortable, and such materials will be kept/displayed in the tenant's private bedroom out of line of sight when the door is open; and                | _____<br>Tenant & FRP<br>Initial |
| 14. | The Tenant and FRP understand and agree that there is to be no tampering with the smoke detectors in any manner, to include without limitation, removal of the batteries and/or removal of the smoke detector; and  | _____<br>Tenant & FRP<br>Initial |
| 15. | The Tenant and FRP understand and agree that there is to be no subletting of the unit, and there will be no regular sleepovers, to include family, girlfriends, boyfriends, partners; and   | _____<br>Tenant & FRP<br>Initial |
| 16. | The Tenant and FRP understand and agree the tenant shall obtain renter's insurance and that PAL shall be named as an "additional insured" or "interested party" or "interested 3 <sup>rd</sup> party", and  | _____<br>Tenant & FRP<br>Initial |
| 17. | This Participation Agreement shall be terminated and Tenant and FRP shall release PAL from any and all liability under this Participation Agreement upon the occurrence of one or more of the following events of default:  | _____<br>Tenant & FRP<br>Initial |
|     | a. Failure to contract for support services as required hereunder or failure to obtain a written waiver of the support services requirement from the PAL Board of Directors.  |                                  |
|     | b. The occurrence of an "Event of Default" under the Lease as that term is defined in the Lease; and  |                                  |
| 18. | The Tenant and FRP understand and agree that they shall hold harmless PAL and the PAL-approved support services provider for any injury or damage to the person or property of the Tenant arising under or in conjunction with Tenant's participation in the PAL Apartment Rental Program; and  | _____<br>Tenant & FRP<br>Initial |
| 19. | The Tenant and FRP understand and agree that all conditions listed above and indicated by *** constitute grounds for immediate dismissal from the program with thirty (30) days notice and no notification under "Event of Default" or warning letter, and  | _____<br>Tenant & FRP<br>Initial |

IN TESTIMONY WHEREOF, the parties hereto have executed this instrument in duplicate on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

TENANT:

	PERSONAL AFFORDABLE LIVING, INC.
FINANCIALLY RESPONSIBLE PARTY/PARTIES	
	Program Director
Relationship to Tenant	Title

SAMPLE