

## HUMMINGBIRD HOUSE RULES

Hummingbird Ventures, LLC ("The Hummingbird House")

Hummingbird House Rules are in place to help ensure not only a safe, healthy, clean, functioning, peaceful, enjoyable, prideful, structured, recovery and comradery-driven sober environment, but also to solidify and enhance our presence in the neighborhood as a house that is welcomed, not feared.

### SOBRIETY

Hummingbird House property has a ZERO-TOLERANCE policy. If you use drugs or alcohol, test positive for the use of drugs or alcohol, or refuse any test after your initial "baseline" urinalysis ("UA") and breathalyzer EVEN ONCE - REGARDLESS OF YOUR TIME AS A RESIDENT, your Residency Agreement will be terminated, and you will be required to leave Hummingbird House property upon direction of Management, which could be to leave immediately.

You must agree to take a "baseline" UA and breathalyzer test upon initial entry as a Resident into a Hummingbird House *regardless of your time in sobriety before your intake*. A positive "baseline" UA test will not necessarily disqualify you from becoming a Resident, but you cannot be currently under the influence or impaired by drugs or alcohol upon entry into a Hummingbird House.

#### \*UPON INTAKE, IF YOU TEST POSITIVE FOR ANY ILLICIT SUBSTANCES IN YOUR UA:\*

\* Your personal belongings, bags, suitcases, and containers will be inspected by Hummingbird House Management, and you will be asked to turn your pockets inside-out. This policy is to prevent anyone from bringing in illicit substances. \*

\* You will be required to travel to Avertest's testing facility located at 8620 W. Emerald St., Boise, twice a week at Hummingbird House Management's discretion until the illicit substances of which you tested positive for with our 12-panel cups are no longer present in your urine. Avertest will then notify Hummingbird House of the specific levels of the illicit substance within 24 hours of giving your urine sample. If any test during this period indicates that the illicit substance levels do not decrease, your residency agreement will be terminated. \*\*  
DEPENDENT UPON THE TEST, YOU WILL BE REQUIRED TO PAY AVERTEST APPROXIMATELY \$15-\$23 PER-VISIT UPON ARRIVAL AT THEIR FACILITY. \*

You are subject to random UA and breathalyzer tests. You will have (20) minutes to take the test if you do not comply your residency will be terminated.

Use of synthetic marijuana, medical marijuana, kratom, over-the-counter sleep-aids (except natural), cough syrup, diet pills, non-prescribed mind-altering substances, anabolic steroids, pro-hormones, ephedra-containing substances and any over-the-counter medicines not used for their intended purposes are a violation of the Hummingbird House's zero-tolerance policy and your residency will be terminated.

ALL prescribed medications, including pain and psychotherapy medications, must be declared to Hummingbird House Management prior to and throughout your residency and will be addressed on a case-by-case basis. If approved by Hummingbird House Management, all medication containers must be supplied by a licensed State Board of Idaho pharmacy with the original pharmacy label that contains the Resident's name, prescribing physician's name, and phone number. Hummingbird House Management will never keep nor administer a Resident's medications. ALL prescribed medications are to be kept in a lock-box that is provided by Hummingbird House.

Medication-Assisted Treatment (MAT) for opioid addiction is not allowed on Hummingbird House Property. If prescribed MAT, you must travel to your clinic every day to get your prescription and sign Hummingbird House's MAT Agreement.

Mouthwash MUST be "alcohol-free" and will not be a valid excuse for a positive breathalyzer test.

Poppy seeds, energy drinks and/or pre-workout powders, pills, and drinks will not be a valid excuse for a positive drug test.

Hummingbird House property, your personal property, and room are subject to random search by Hummingbird House Management at any time without notice. If you refuse such search or if any drug paraphernalia, prohibited or illegal substances, drugs, or alcohol is found, regardless if you test clean or not, your residency will be terminated.

## ACCOUNTABILITY AND SAFETY

CURFEW is 11 pm Sunday-Thursday and 12 am (midnight) Friday-Saturday. Hummingbird House Management will confirm all Residents are in the house at curfew. The only exceptions to curfew will be for employment and 12-step and/or spiritual meetings which will be addressed in advance on a case-by-case basis and verified by Hummingbird House Management. Curfew extensions requested at least 2 hours in advance for other occasions may be granted by the House Manager on a case-by-case basis.

A missed curfew without notification and open communication with your House Manager will result in an automatic and immediate UA and a breathalyzer test. NO EXCEPTIONS. If you test positive, your residency will be terminated. If you test negative, you will be put on restriction

for (2) weeks. Repeated violation of curfew will be cause for termination of your Residency Agreement.

If you miss curfew by more than 2-hours without notifying Hummingbird House Management of what your situation is, your Residency Agreement will be terminated regardless if you test positive for drugs/alcohol upon your return.

YOU MUST SIGN-IN / SIGN-OUT EVERY TIME YOU LEAVE THE HOUSE DURING YOUR FIRST 30-DAYS OF RESIDENCY. (REGARDLESS OF YOUR TIME IN SOBRIETY, FORMER Hummingbird House RESIDENCY, ETC.)

Performing Uber and/or Lyft jobs beyond curfew hours are acceptable on a case-by-case basis upon approval by the Director and your House Manager. *If approved, you must give your pre-determined driving schedule to the House Manager every Sunday night which states the hours you will be working for the entire next week, Monday – Sunday. You must also provide proof of the rides you gave during the previous week to the House Manager on every Sunday and/or upon request.*

You MUST attend the Mandatory Weekly House Meeting where daily operations, general status and peer-support of your house will be discussed among housemates and Hummingbird House Management. If you are going to be late or miss the meeting for any reason, you must call and alert a Hummingbird House House Manager. Not attending these meetings will be cause for termination of your Residency Agreement.

Hummingbird House is a recovery-driven environment. You MUST attend no less than (2) 12-step based, spiritual/religious congregations, volunteering opportunities, and/or social-active-sober group activities per-week.

If you are attending a treatment center for a total of (10) or more hours per week, you MUST attend at least (1) 12-step based, spiritual/religious congregations, and/or social-sober-active groups per-week.

NO weapons or incendiary items of any kind are allowed on Hummingbird House house property to include but not limited to: firearms, ammunition, pepper spray/mace/bear spray, pellet guns, play/fake guns, knives (other than eating utensils), machetes, axes, swords, force-multipliers, explosives, fireworks, bonfires, fire rings, etc.

You must not move, remove, or alter the functioning of any smoke or carbon monoxide detector at Hummingbird House. Advise Hummingbird House Management if an alarm malfunctions.

No physical contact of any kind between Residents is permitted on Hummingbird House property.

PHYSICAL fights, altercations, and/or ANY hostile acts or perceived intentions to be hostile, commit physical violence or bodily harm are not permitted at aHummingbird House property and

could result in Law Enforcement being notified and will be cause for termination of your Residency Agreement.

VERBAL fights, heated arguments, harassment or threats of any kind are not tolerated. Any such acts will be addressed on a case by case basis by Hummingbird House Management and will be cause for the termination of your Residency Agreement.

Bedroom doors are to remain unlocked at all times.

For safety, it is advised and highly-suggested by Hummingbird House Management that All exterior doors be closed and locked at curfew each night.

### NEIGHBOR AND HOUSEMATE ETIQUETTE

Hummingbird House are all strictly NON-DISCRIMINATORY. Derogatory, discriminatory, and hateful speech and/or actions for any reason, even if not directed towards a specific individual, *to include but not limited to race, religion, the LGBTQ community, etc.* will be addressed as a serious offense of the House Rules and to your housemates. It will be grounds for termination of your Residency Agreement.

Any/all religious beliefs, customs, requirements or religious “preferred ways of living” you may have are your own responsibility and prerogative and shall not be expected to be met, required of or imposed upon Hummingbird House Management or your housemates. Furthermore, if you show disrespect for other Residents’ religious beliefs (or lack of), it will be cause for termination of your Residency Agreement.

Hummingbird House’s expectation is to be a house that is welcomed in the neighborhood. The positive relationships developed and maintained with our neighbors is vital to our success, and to our resident’s livability. Hummingbird House Management will make every effort to keep our neighbors’ concerns at a minimum and thus will hold all Residents accountable to BEING A GOOD AND POLITE NEIGHBOR. It is expected and required that you be respectful and accommodating to our neighbors; if you can’t or won’t, your residency will be terminated.

Any disagreement or argument with our neighbors will not be tolerated. If you are confronted by a neighbor with a complaint or request, apologize and immediately resolve the concern if possible, (i.e. move your car, sweep the sidewalk, slow down when driving, etc.) and then immediately notify Hummingbird House Management of the situation, regardless of the outcome.

If the confrontation or complaint cannot be immediately resolved by you, apologize to the neighbor and politely ask them to contact Hummingbird House Management (they will already have the information to do so), let them know you will also inform Hummingbird House Management and then politely disengage and walk away. Any hostile language or acts that you direct at a neighbor will be cause for termination of your Residency Agreement.

Under no circumstance is a housemate to loan another money.

You must park your vehicle on the correct side of the street and take into consideration our neighbors' livability, convenience, and mailboxes, by making attempts not to take up all the parking spaces in front of neighbors' property. Do not block driveways or sidewalks at any time.

You MUST be fully clothed (shorts/pants AND shirt) when in ALL common areas of the house, the front yard and when leaving and/or arriving on a Hummingbird House house property. NO EXCEPTIONS AT ANY TIME FOR ANY REASON. This policy includes every area except for your bathroom and your personal room.

Loitering in the front yard, on the curb, or in the driveway is not permitted, i.e. visiting with friends or having conversations with someone in a car. If you're having a conversation – bring it into the house or into the backyard. Sunbathing or laying in the front yard or driveway is also not permitted. Leisure and/or physical activity in the front yard is acceptable.

You must keep your room clean. Daily duties include: making your bed when you arise, keeping your clothes hung up or put in drawers and keeping personal items squared away. Vacuuming the carpet, dusting your room and emptying your trash is to be done every Sunday and on an as-needed basis throughout the week.

If you start a load of laundry – finish it. Do not leave dry or wet clothes in machines. Operating instructions are listed on the machines. Laundry detergent is supplied by Hummingbird House

Pick up after yourself, and do not leave personal items or beverage containers lying around the common areas.

Meals are to be prepared and eaten in the kitchen, dining room, or backyard – ONLY. Food is never allowed in your own room or in any other common area, including the office area and computer desk as some individuals may have eating habits that may not be conducive to a clean, respectful and comradery-driven environment.

Dishes are to be washed immediately or placed in the dishwasher, and all cooking, preparation and/or eating surfaces are to be cleaned when you are finished with your meal.

When using the restroom/shower your personal items need to be “packed in – packed out.” Wipe down the counter and mirror, wipe or clean the toilet as needed, rinse the shower and pick up towels from the floor when you are finished.

Residents will be assigned daily and/or a weekly chore to be accomplished and signed-off by Hummingbird House Management. If you do not complete your chores, your housemates will either give you additional house maintenance and/or cleaning duties or subject you to a monetary fine of \$5 or \$10 per each occurrence to be put into a general “house fund.” If you are not able to complete your chores, you can ask a housemate to do it for you. Habitually not completing your chores will be cause for termination of your Residency Agreement.

***For Residents who are TTF funded***, we will never charge a house fine for the duration of the time of utilizing TTF funding.

T.V.'s must be kept at a level as to not disturb other housemates or our neighbors.

Music played without the use of headphones must be played in your own room and you must have the CONSENT OF YOUR ROOMMATE IF PRESENT. Music may be played in the backyard or garage with consent from your housemates. At all times, music volume must be kept at a level so as to not disturb housemates or neighbors. Music with profanity MUST be played using your headphones ONLY.

Lewd conversations on Hummingbird House property are not permitted at any time. ESPECIALLY WHEN IN THE FRONT AND BACKYARDS. Our neighbors are young families, retired couples, etc. No one wants to hear foul-mouths within ear-shot of their house.

NO SLEEPING IN THE COMMON AREAS.

Quiet time is from 11 pm - 7 am every day of the week. T.V.s and music devices are to be used with headphones, muted, or set on low volume; conversations, laptops, lights, and phone calls must not disturb housemates or roommates. Please take into consideration sound traveling through any walls.

Smoking, Vaping or depositing cigarette butts is not permitted inside a Hummingbird House, garage, driveway, sidewalk, front yard or street. There is a designated smoking area in the backyard.

## GENERAL RULES

Residents must adhere to confidentiality. Do not address, identify or confirm that a Hummingbird House is a sober living house to neighbors, phone callers, or visitors unless you are talking privately with someone with whom you have an established relationship. Hummingbird House Management will meet with neighbors so they are aware that we are a sober living house, and we will also share Hummingbird Houses' operational guidelines in efforts to maintain positive and established relationships.

Never give out any information about other residents. DO NOT ACKNOWLEDGE OR CONFIRM THAT SOMEONE LIVES AT A Hummingbird House HOUSE. You can take messages for other Residents, but DO NOT answer any questions regarding a housemate, share anyone else's business or confirm their residency.

Residents may use a Hummingbird House house address for personal mail while in residence but a personal PO Box and/or mail forwarding is encouraged. If you retrieve someone else's

mail, it is to be placed in the entryway. Hummingbird House will not open, hold or forward mail for any former Resident. Hummingbird House Management will return all mail marked "Return to Sender, Address Unknown."

Your friends and family are welcome at Hummingbird House property under the following guidelines:

- \* Guests may visit between the hours of 10am-9pm and must remain in common areas of the house.
- \* Because Hummingbird House is a gender-specific house, all male guest(s) – including family members - MUST first be cleared by the House Manager with advanced notice, so as to inform your housemates of their upcoming presence.
- \* No more than (2) guests at any given time without prior approval from the House Manager.
- \* GUESTS ARE PERMITTED IN COMMON AREAS ONLY. ANY DEVIATION FROM THIS HOUSE RULE WILL RESULT IN IMMEDIATE TERMINATION OF YOUR RESIDENCY AGREEMENT. GUESTS ARE NEVER ALLOWED IN YOUR ROOM, OR A HOUSEMATES ROOM FOR ANY REASON.
- \* No overnight guests are permitted AT ANY TIME FOR ANY REASON.
- \* You will be held accountable for the behavior of your guests and they are subject to Hummingbird House Rules when they visit the house.
- \* Any "outside" guests, i.e. not family members or substantiated friends, MUST be approved prior to visiting any Hummingbird House by the House Manager or the Director
- \* Any visitors that have an association with media sources, or that have the intention to submit media or information to any organization, business or social platform regarding Hummingbird House Sober Living, it's an operation, Employees or Residents are NOT ALLOWED ON HUMMINGBIRD PROPERTY without prior approval from the Hummingbird House Director.

After 30 days of residency, you may be granted an "Over-Night Pass" on a case-by-case basis as to be discussed and determined in advance with the House Manager. You must return to the house by 10 am the next day and you will be required to submit to a UA and/or breathalyzer test upon return.

After 60 days of residency, you may be granted permission to leave the house for a prolonged pre-determined period of time on a case-by-case basis as to be discussed and approved in advance with the House Manager. You will be required to submit to a UA and/or breathalyzer upon return.

An official "Over-Night Pass" must be requested at least 24 hours in advance and be signed by you and your House Manager before you depart from your Hummingbird House.

Residency fees are to be paid-up and kept current (zero-balance) to request more than a 24-hour overnight pass.

If unemployed, you must actively look for work and have a job within (4) weeks of your initial entry into your residency at a Hummingbird House, unless you are attending treatment for (30) hours a week or more, or you are mentally and/or physically unable to work, and have previously disclosed or discussed it with Hummingbird House Management. Graveyard-shift and home-office jobs are generally not permitted at a Hummingbird House unless discussed and approved on a case-by-case basis by both the House Manager and the Hummingbird House Director IN ADVANCE.

No sleeping all day. You must be up and out of bed by 10 am every day.

Hummingbird House Residents will not be allowed to wear clothes that promote or reference drugs and/or alcohol, i.e. beer shirts, brewery apparel, clothing with pictures/drawings of drugs, alcohol, etc., on a Hummingbird House property or while participating in a Hummingbird House activity. Your guests will also be expected to adhere to this rule.

Do not steal. If you steal food or anything else that belongs to a housemate or Hummingbird House property it will be cause for termination of your Residency Agreement. If you need something, ask for it, someone will probably give it to you. If you need food, toiletries or clothing, let Hummingbird House Management know and Hummingbird House, along with the peer-support at your house, will make all attempts to provide what you need so that you do not go without.

NO animals, reptiles, amphibians, birds or pets of any kind are allowed at a Hummingbird House property at any time. Fish as pets will be considered on a case-by-case basis by your House Manager.

You are not allowed to store furniture, personal items beyond the space of your own side of the room (unless your house has designated storage areas), appliances, automotive parts or non-operable vehicles within, on, or in front of a Hummingbird House property at any time.

You can NOT alter, paint, destroy, give away, sell, or remove from a Hummingbird House property any furniture, furnishings, appliances, attachments or any other items belonging to or provided by Hummingbird House. Doing so will result in you being billed to replace the item(s) and will be cause for termination of your Residency Agreement.

Mounting, attaching or adhering anything to the walls or windows of your room or any portion of a Hummingbird House property is never permitted unless explicit and prior approval is given by Manager or Director.

If your personal property is abandoned for any reason or following termination of your Residency Agreement, it will be packed up and stored on-site for a maximum of 30 days. You must make arrangements with Hummingbird House Management to retrieve your property. At



the end of the 30-day period, if it has not been retrieved, your personal property may be donated to charity.

If your vehicle is abandoned at a Hummingbird House or on the street in front of a Hummingbird House or in a Hummingbird House neighborhood for more than 14 days without reasonable means to move it or without prior arrangements made with Hummingbird House Management, your vehicle may be reported as abandoned to Boise City authorities and be towed out of consideration for our neighbors and/or functionality of the Hummingbird House.

All Resident parking is on a first-come, first-served basis and NO Resident shall reserve or claim a parking space on or in front of a Hummingbird House property on her own. Hummingbird House typically assigns parking for each individual based on needs and schedule, preventing conflict between roommates and with neighbors. Parking on the lawn is not permitted and parking shall not block any driveway or sidewalk.

You may park only ONE vehicle at any one time on a Hummingbird House driveway or the street in front of Hummingbird House property.

If your vehicle leaks fluids you cannot park in the driveway.

No major vehicle repair is permitted on a Hummingbird House property, including the garage, the street in front of a Hummingbird House or in the subdivision's neighborhood - as per the Neighborhood Subdivision rules, known as the CC and R's. (aka Covenants, Conditions, and Restrictions). If your vehicle becomes inoperable, it will be addressed by Hummingbird House Management on a case by case basis.

Residents agree to abide by all Neighborhood Subdivision CC and R's, which may be shared and addressed with Residents by Hummingbird House Management as necessary.

\* Your residency at a Hummingbird House is dependent upon your understanding and ongoing cooperation regarding House Rules. Your initials here and signature below indicate you have read and understood ALL Hummingbird House Rules.

\* Failure to comply with any of the foregoing Hummingbird House Rules shall be cause for termination of your Residency Agreement and forfeiture of all prepaid amounts, including program fees and facility fees.

\* Hummingbird House Resident understands that this is a general list of house rules and expectations that they must follow. Resident understands that periodically, policies and rules may be changed, in writing, at any time for all Residents. Furthermore, Resident understands that Hummingbird House Management may at any time make decisions regarding who may remain in the house based on their determination of behavior. Hummingbird House and the House Manager reserve the right to terminate your residency agreement immediately and you may not be allowed back onto Hummingbird House Property.

I read and understand the above.

Resident Signature: \_\_\_\_\_

Resident Name: \_\_\_\_\_

Date: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Date: \_\_\_\_\_