

# Membership Contract



## Oxford Houses of Oregon "Opening Doors to a New Way of Life"

Congratulations! Your application for membership has been accepted by Oxford House \_\_\_\_\_ by at least 80% of the current members. Since membership involves you living in this house, below are the terms of this legally binding contract, which were created to protect this alcohol and drug-free environment and promote an atmosphere of rehabilitative support.

As a member of this Oxford House you are expected to read and familiarize yourself with the Oxford House manual, House Expectations and uphold the Oxford House Traditions.

Because the start-up loan funds used to establish this home were provided pursuant to Title 42 of the United States Code (USC), section 300x-25, stemming from the Federal Anti-Drug Abuse Act, this Oxford House is required by federal law to expel any member who returns to the use of alcohol or drugs. (A) The use of Alcohol or any illegal drug in the housing provided by the program will be prohibited; and (B) Any resident who violates such prohibition will be expelled from the house.

Also, as a member of this chartered Oxford House you have the responsibility to maintain the three Charter Conditions as required by Oxford House, Incorporated:

1. Each Oxford House must be democratically self-run (everyone has an equal voice and vote)
2. Each Oxford House must be financially self-supporting; and (all members must pay their equal share in order for the house as a whole to meet its financial obligations)
3. Any member of an Oxford House who returns to using alcohol or drugs must be immediately expelled.

These requirements mean that we have no choice but to expel you if you return to using alcohol or drugs. We must also ensure a safe and supportive environment, which means that behaviors that negatively impact the welfare and wellbeing of other members will not be tolerated. In the instance of expulsion for alcohol or drug use, or extremely disruptive behavior (to include the refusal of a urinalysis test) you will be asked to move out immediately and find someplace else to live that allows such behavior. Should you refuse to voluntarily move immediately, you will be served with a **24 Hour Notice of Eviction.**

- (ORS 90.44 (2)) Notwithstanding ORS 90.375 and 90.435, a group recovery home may terminate a tenancy and peaceably remove a tenant without complying with ORS 105.105-105.168 if the tenant has used or possessed alcohol or illegal drugs within the preceding seven days.

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We believe that using alcohol and drugs or refusal to submit to a urinalysis in a designated alcohol and drug-free environment, or any sort of violence, would be considered by the courts as an act that is outrageous in the extreme and enforceable under Oregon Landlord Tenant Law.

- (ORS 90.396) if the member or someone in the member's control intentionally inflicts any damage to the premises or to other members of the house; or the member or someone under the member's control commits any act which is outrageous in the extreme.

Failure to vacate the premises by the date and time specified on the notice will result in the legal action of filing an eviction, which may permanently mar your rental history, and include physical removal by a law enforcement officer.

If your behavior becomes so disruptive to the house that it affects the atmosphere of rehabilitative support, but is not so severe to warrant a 24 hour eviction, you may be democratically voted out by a majority vote of the current members. Depending on the circumstances, you may be asked to move as soon as is feasibly possible. Failure to voluntarily move may result in being served with a **Termination of Tenancy**, allowing you 30 days to vacate the premises, or 60 days if you have lived in the house over a year. Failure to do so will result in legal eviction action which again will render unfortunate consequences.

The monthly cost of membership at this Oxford House is \$\_\_\_\_\_, which includes your equal share of expenses such as the lease payment, utilities, staples, supplies and Oxford House membership dues. This equal share of expenses is due in advance on the \_\_\_\_\_ day of each month. Failure to pay this amount on time will result in a \$\_\_\_\_\_ late fee. If you are seven (7) or more days late you may be served with a **72 hour notice** to pay in full or your tenancy will be immediately terminated, once again jeopardizing your rental history.

- Pursuant to ORS 90.394 if your rent is not paid within the time indicated, your rental agreement will be terminated and the landlord will proceed to take possession by filing an eviction.

In the case of abandoned property, you will be issued a **Notice of Abandoned Property** either by personal delivery or first class mail. You will have 5 to 8 days to make arrangements to remove your property and 15 days from that date of contact to physically remove all of your property or it will be disposed of as provided by Oregon Statutes.

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In the case that a decision is made by majority vote of house members to expel you from the premises, you have the right to file a grievance within the Oxford House network if you feel a bad decision was rendered. This Oxford House is part of a local Chapter, State Association or affiliation with Oxford House, Inc. (the national chartering non-profit organization). To grieve an expulsion decision you may first contact the appropriate local Chapter representative, then the appropriate State Association representative and finally, Oxford House Inc. You will be expected to follow this chain of command as it will be followed by those investigating any grievance. Should local Chapter or State Association officer's contact information change, the President of this house or Oxford House, Inc. will provide you with current contact information.

Chapter contact: Name \_\_\_\_\_  
Title \_\_\_\_\_ Phone # \_\_\_\_\_  
State Assoc. contact: Name \_\_\_\_\_  
Title \_\_\_\_\_ Phone # \_\_\_\_\_  
Oxford House, Inc. contact: Name \_\_\_\_\_  
Title \_\_\_\_\_ Phone # \_\_\_\_\_

In addition to the grievance procedure, we would like to offer those asked to leave with the opportunity to predetermine where they would go should circumstances require the termination of membership and subsequent immediate expulsion. Please describe below who you would contact or where you would go that would address your basic human needs so you will not become homeless or in an unsafe situation because of an expulsion. We call this an Emergency Departure Plan (EDP).

Name of resource \_\_\_\_\_ Type of resource \_\_\_\_\_  
Address \_\_\_\_\_ Phone \_\_\_\_\_  
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Address \_\_\_\_\_ Phone \_\_\_\_\_  
Name of resource \_\_\_\_\_ Type of resource \_\_\_\_\_  
Address \_\_\_\_\_ Phone \_\_\_\_\_

Please explain the steps you would take and time required accessing the resources above in seeking another residence if you are required to leave this Oxford House on short notice. You may only have 24 hours to relocate, and you will be strongly encouraged to follow this plan should you be expelled, so please give it some serious thought and research resources and time frames if necessary.

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# Membership Contract

Finally, by signing below you agree to submit to a urinalysis test if requested by at least two members of the house, and that you have read, or have had read to you, the terms of this Membership Contract, this House's Expectations, and the Oxford House manual. By signing below you will also be stating that you clearly understand your rights and responsibilities as a member of this Oxford House, including the grievance procedure and Emergency Departure Plan, and will ensure a copy of this contract is provided to you.

New Member (please print) \_\_\_\_\_ Signature \_\_\_\_\_  
Date \_\_\_\_\_

House Officer (please print) \_\_\_\_\_ Signature \_\_\_\_\_  
Date \_\_\_\_\_

Witness (please print) \_\_\_\_\_ Signature \_\_\_\_\_  
Date \_\_\_\_\_