

**RULE 62 FOUNDATION**  
**Sober Housing Grant Agreement**

**Agreement**

In consideration of the mutual promises and agreements in this Agreement, the Parties agree as follows:

**1. Grant Amount and Disbursement.** R62 will pay the Grant Funds (as defined in Section 2) under the terms of this Agreement directly to the Facility on Grant Recipient's behalf. No Grant Funds will be paid directly to the Grant Recipient.

**2. Grant Funds.** R62 agrees to furnish the funds for Grant Recipient to reside at the Facility as specifically described in **Exhibit B** (the "Grant Funds"). Grant Funds will be paid on a [weekly/monthly] basis, subject to Grant Recipient's fulfillment of his or her obligations under Section 5 and R62's ability to terminate this Agreement at any time under Section 6.

**3. Specific Use of Grant Funds.** Grant Funds may only be used for the benefit of Grant Recipient to defray the cost of residing at the Facility. No Grant Funds may be used for any purposes other than for the benefit of Grant Recipient to reside at the Facility subject to the Sober Housing Terms.

**4. Prohibited Uses.** No Grant Funds or any income generated from the Grant Funds may be used to:

- a. Undertake any activity for any purpose other than a charitable purpose specified in Code § 170(c)(2)(B);
- b. Cause any private inurement or improper private benefit to occur, or to take any other action inconsistent with Code § 501(c)(3);
- c. Make any substantial attempt to influence legislation in any nation or other political unit;
- d. Influence the outcome of any election for or against any candidate for public office in any nation or other political unit; or
- e. Violate any law of the United States including but not limited to laws prohibiting the support of terrorism.

**5. Grant Recipient Obligations.** R62's continued payment of Grant Funds will be conditioned on the following:

- a. Grant Recipient must make all reasonable efforts to remain in good standing with the Facility and to satisfy the Sober Housing Terms;
- b. Grant Recipient must participate in a weekly check-in meeting with an R62 representative;
- c. Grant Recipient must attend at least five twelve-step or similar substance abuse recovery meetings (each, a "Meeting") per week;
- d. Grant Recipient must fulfill at least one Meeting commitment per week;
- e. Grant Recipient must actively seeks employment or education on either a part- or full-time basis; and

- f. Grant Recipient must work with a “Sponsor” and at all times remains sober.

Grant Recipient’s failure to abide by any of his or her obligations set forth in this Section 5 will result in an automatic termination of this Agreement.

**6. Term; Termination.** This Agreement is effective as of the Effective Date and will continue for an unspecified term in R62’s sole discretion. Grant Recipient acknowledges and agrees that R62 may terminate this Agreement in R62’s sole discretion at any time and for any reason, regardless of whether Grant Recipient is complying with the terms of this Agreement.

**7. Notice of Changes.** Grant Recipient must immediately notify R62 in writing of any change in circumstances that would impair Grant Recipient’s ability to fulfill his or her obligations under this Agreement or that prevent the Grant Funds from being spent for the purposes set forth in this Agreement for any reason.

**8. Return of Unused Grant Funds.** Grant Recipient must cause the Facility to return to Foundation any Grant Funds, and any income earned on the Grant Funds, that are not used to defray the cost of Grant Recipient’s costs to reside at the Facility.

**9. Indemnification.** Grant Recipient irrevocably and unconditionally agrees, to fullest extent permitted by law, to defend, indemnify, and hold harmless R62, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys’ fees and related costs), indirectly, wholly, or partially arising from or in connection with any act or omission of R62, Grant Recipient, the Facility, or any third party in connection with Grant Recipient’s residence at the Facility or fulfillment of any of Grant Recipient’s obligations under this Agreement.

**10. Miscellaneous.** All recitals set forth hereinabove and exhibits attached hereto are incorporated in this Agreement by this reference. Any inclusive reference will be deemed to include, but not be limited to, the item or items listed. The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of the remainder of this Agreement or any other provision of this Agreement. If either Party institutes any legal proceeding against the other in connection with this Agreement or any matter arising out of or in connection with it, the prevailing Party in such proceeding will be entitled to recover court costs and such reasonable attorneys’ fees as the court may deem proper, including all costs and expenses of any appellate court proceedings or bankruptcy court proceedings. Time is of the essence of this Agreement. This Agreement embodies the entire agreement and understanding between the Parties relating to the subject matter of this Agreement, and neither this Agreement nor any provision hereof may be amended, waived, or discharged, except by a written instrument executed by the Party against whom enforcement of such amendment, waiver, or discharge is sought. This Agreement will be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors, and assigns. This Agreement may be executed in several counterparts, each of which will be deemed to be an original, but such counterparts will together constitute and be one and the same instrument; and delivery of written evidence of execution by electronic image scan transmission (such as a “pdf file”), facsimile or electronic signature software (such as “DocuSign”) will be deemed to be an original signature for all purposes and evidence of execution by the Party who has transmitted such signatures. This Agreement will be interpreted and enforced in accordance with the laws of the State of California, and the sole and proper venue will be the state and federal courts having jurisdiction in Orange County, California.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates set forth below.

**“FOUNDATION”:**

Rule 62 Foundation,  
a California nonprofit public benefit corporation

**Exhibit A**

Sober Housing Terms

[See Attached.]

**Exhibit B**

Grant Funds

Provided that Grant Recipient satisfies his or her obligations under Section 5 of this Agreement and until R62 terminates this Agreement as permitted under Section 6, R62 will pay the following amount on a [weekly/monthly] basis to defray the cost of residing at the Facility: **#[insert amount]**.