

# MASTER PROGRAM LICENSE AGREEMENT

## Independent Living Program – Shared Occupancy (License to Participate)

This Master Program License Agreement (“Agreement”) is entered into between the Program Operator (“Operator”) and the undersigned participant (“Participant”) for the sole purpose of participation in an Independent Living Program. This Agreement establishes a **revocable license to occupy**, not a lease, rental agreement, tenancy, or housing contract of any kind.

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## 1. Purpose of Agreement

The purpose of this Agreement is to grant Participant limited, conditional permission to occupy an assigned sleeping space within a shared living environment solely as an incident of participation in an Independent Living Program. Occupancy is ancillary to program participation and exists only for the duration and under the conditions set forth herein. This Agreement is intended to facilitate temporary, conditional occupancy; preserve participant autonomy; avoid the creation of any landlord–tenant relationship; avoid the provision of care, supervision, or assistance; and operate outside residential tenancy and housing licensure frameworks.

Participant Initials: \_\_\_\_\_ Date: \_\_\_\_\_

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## 2. Nature of the Legal Relationship — License to Occupy, Not a Lease

Participant is granted a revocable, non-exclusive license to occupy an assigned sleeping space within a shared residence. This Agreement does not convey exclusive possession, does not create a property interest or estate, does not grant tenancy rights, does not establish a landlord–tenant relationship, and does not constitute a rental or lease agreement. Permission to occupy exists only while this license remains in effect and may be revoked in accordance with this Agreement.

Participant Initials: \_\_\_\_\_ Date: \_\_\_\_\_

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### 3. Independent Living Declaration (No Care, No Supervision)

Participant acknowledges and agrees that the Program provides independent living only. Operator does not provide supervision, monitoring, care, treatment, assistance, case management, medication management, behavioral oversight, or supportive services of any kind. Participant remains fully independent and self-directed and retains sole responsibility for personal care, medical and behavioral health needs, medications, appointments, transportation, and daily living decisions. Nothing in this Agreement shall be construed as assisted living, group care, residential care, supportive housing services, or medical or custodial services.

**Participant Initials:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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### 4. Shared Occupancy and Space Assignment

Participant is assigned a sleeping space within a shared living environment and acknowledges that no private dwelling unit is provided. Rooms are shared by design, sleeping spaces may be reassigned at any time, and Operator retains full discretion and control over space allocation. No room, bed, or area is permanently assigned, and occupancy is communal by design. Participant acknowledges that this structure is fundamental to maintaining non-tenancy status.

**Participant Initials:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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### 5. Guest Access and Overnight Presence

Participation in the Independent Living Program does not include any right to host guests, visitors, or third parties for overnight stays. Overnight presence by any non-participant is strictly prohibited, regardless of relationship, duration, or purpose. The Program may, at its sole discretion, permit brief daytime visitor access where compatible with shared occupancy, safety, and program operations. Any such permission is temporary, creates no right or expectation, and may be revoked at any time. Unauthorized overnight presence constitutes a material violation of this Agreement and may result in immediate revocation of the Participant's license to participate in the Program.

**Participant Initials:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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## 6. Program Rules (Administrative Only)

Participant agrees to comply with administrative standards necessary to preserve shared occupancy and program operations, including standards related to safety, cleanliness, noise impact on others, respect for shared areas, and prohibited conduct. These standards are administrative in nature only, do not constitute supervision, do not regulate personal routines, do not involve monitoring or oversight of daily activities, and exist solely to manage shared property use.

Participant Initials: \_\_\_\_\_ Date: \_\_\_\_\_

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## 7. Program Participation Contribution (Not Rent)

Any payment made in connection with this Agreement constitutes a program participation contribution and not rent. Payment does not purchase housing rights, does not guarantee continued occupancy, does not create tenancy, and does not establish exclusive possession. Payments may be made by the Participant, a representative payee, a third-party organization, or any combination thereof. The source, method, or timing of payment does not alter the license-based nature of this Agreement.

Participant Initials: \_\_\_\_\_ Date: \_\_\_\_\_

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## 8. No Security Deposit

No funds are accepted or held as a security deposit. Any administrative or program fees are not housing deposits, are not prepaid rent, and do not confer occupancy rights.

Participant Initials: \_\_\_\_\_ Date: \_\_\_\_\_

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## 9. Revocation of License

Because this Agreement establishes a license and not a lease, permission to occupy may be revoked at any time for failure to comply with program standards or Agreement terms. Revocation is not an eviction, residential landlord–tenant eviction procedures do not apply, and Participant has no right to remain based on payment, duration, or expectation. Upon revocation, Participant must vacate promptly.

Participant Initials: \_\_\_\_\_ Date: \_\_\_\_\_

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## 10. No Guarantee of Placement or Duration

Participant acknowledges that occupancy is temporary and conditional, that no minimum or maximum duration is promised, and that continued permission to occupy depends on ongoing compliance with this Agreement and program compatibility.

Participant Initials: \_\_\_\_\_ Date: \_\_\_\_\_

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## 11. Risk Acknowledgment

Participant acknowledges that shared independent living involves inherent risks and agrees to assume responsibility for personal safety, belongings, and conduct. Operator is not responsible for personal property loss, participant disputes, or the independent actions of others.

Participant Initials: \_\_\_\_\_ Date: \_\_\_\_\_

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## 12. Fair Housing and Disability Rights

Nothing in this Agreement waives rights under the Fair Housing Act, the Americans with Disabilities Act, or applicable state or local civil rights laws. The Program operates on a non-discriminatory basis.

Participant Initials: \_\_\_\_\_ Date: \_\_\_\_\_

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## 13. No Waiver and No Reliance

Failure by Operator to enforce any provision of this Agreement does not constitute a waiver of the right to enforce later. Participant acknowledges no reliance on oral promises, representations outside this Agreement, or expectations of tenancy or permanence.

Participant Initials: \_\_\_\_\_ Date: \_\_\_\_\_

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## 14. Severability and Intent

If any provision of this Agreement is recharacterized or deemed unenforceable, the remaining provisions shall remain in effect. This Agreement shall be interpreted to preserve a license-based, non-tenancy relationship, and no provision shall be expanded to create tenancy or care obligations.

Participant Initials: \_\_\_\_\_ Date: \_\_\_\_\_

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## 15. State Addendum Incorporated

This Agreement incorporates by reference any applicable State-Specific License Addendum, which addresses governing law and jurisdictional considerations without altering the license-based nature of this Agreement.

Participant Initials: \_\_\_\_\_ Date: \_\_\_\_\_

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## 16. Entire Agreement

This Agreement, together with any attached addenda, constitutes the entire agreement between the parties regarding Program participation and occupancy permission.

Participant Initials: \_\_\_\_\_ Date: \_\_\_\_\_

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## Global Acknowledgment

Participant acknowledges that this Agreement was reviewed in full, that each section was explained or read aloud, that questions were permitted, and that participation in the Independent Living Program is voluntary. Participant affirms understanding of the Program structure, administrative rules, and revocable license status prior to execution of this Agreement.

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## Signatures

**PARTICIPANT**

Printed Name: \_\_\_\_\_

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

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

**OPERATOR**

Printed Name / Entity: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

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