



VERITAS  
SENIOR LIVING

**RESIDENCY AGREEMENT**

**THIS RESIDENCY AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the parties to this Residency Agreement:

- (i) The Community, **Veritas Senior Living, LLC doing business as \_\_\_\_\_, et al. as defined more particularly below,**
- (ii) Resident, \_\_\_\_\_,
- (iii) Resident’s Representative, \_\_\_\_\_,
- (iv) Responsible Party, \_\_\_\_\_.

(Resident and Resident’s Representative are collectively referred to in this Agreement as “you” or “Resident”).

**ARTICLE I  
COMMUNITY, RESIDENT’S REPRESENTATIVE & RESPONSIBLE PARTY DEFINED**

**A. Community**

The “Community” is defined as **Veritas Senior Living, LLC doing business as \_\_\_\_\_ Assisted Living** along with all employees, owners, managers, officers, directors, administrators, medical directors, and licensees (**hereafter referred to collectively as “Community”**).

**B. Resident’s Representative**

If the person signing this Residency Agreement is not the Resident, the Community both requires and relies upon the representation by the person that signs this Agreement, as Resident’s Representative, that he or she has been authorized by the Resident to enter into and bind the Resident to each and every term and condition of this Residency Agreement and its Exhibits, both financial and non-financial, without any restriction whatsoever. **Resident’s Representative shall provide to Community Representative, at the time of signing this Agreement, a valid and executed Financial/Durable Power of Attorney.** Resident’s Representative agrees and understands that he or she is signing this Residency Agreement and its Exhibits, in both a representative and individual capacity. **However, please note that Resident’s Representative does not assume any personal financial liability for the debts of the Resident under this Residency Agreement unless he or she also serves as the Financial Responsible Party (see Section C).** In consideration of these representations by

Resident's Representative, the Representative understands and acknowledges that the Community will seek to enforce, without exception, the terms and conditions of this Residency Agreement and its Exhibits in full and reasonable reliance thereon. Accordingly, by his or her signature on this Residency Agreement, the Resident's Representative hereby agrees to indemnify and hold harmless the Community, its trustees, officers, administrators, medical director, attending physicians, nurses and other personnel for any of their enforcement costs, including but not limited to, their reasonable attorneys' fees and costs, arising out of or relating to a dispute wherein the Resident, Resident's Representative, Responsible Party or any other beneficiary, successor, or assign of this Residency Agreement challenges or opposes the authority of the Representative to bind the Resident to each and every term and condition of this Residency Agreement and its Exhibits.

### **C. Responsible Party**

Resident has designated the Responsible Party named above as the Responsible Party under this Residency Agreement. Resident and Responsible Party have agreed that the Responsible Party will fulfill the obligations, both financial and non-financial, set forth in **Exhibit D** ("Responsible Party Agreement"). In the event that Resident is financially incapable of fulfilling his/her obligations under this Residency Agreement, Responsible Party agrees to fulfill Resident's financial obligations using Responsible Party's own finances and assets. In addition, Resident and Responsible Party agree that Responsible Party is bound to all of the terms of this Residency Agreement and its Exhibits.

## **ARTICLE II INTRODUCTION TO YOUR RESIDENCY AGREEMENT**

The Community is a licensed assisted living facility which provides residence, care, and services to seniors. You have engaged the Community to provide residence, care, and services, and your application has been accepted subject to the terms and conditions of this Agreement and its Exhibits. The purpose of this Agreement is to provide a statement of the residential accommodations and other services that will be provided to you at the Community. This Agreement and its Exhibits also set forth you, your Representative, and your Responsible Party's contractual obligations to the Community, both financial and non-financial.

**Important Notice: This Residency Agreement is a legally binding contract.** The Exhibits to this Residency Agreement are incorporated into and made part of this Residency Agreement as if set forth fully in the body of the contract. The capitalized terms in the Exhibits have the same meaning given to them in this Residency Agreement. By signing this Residency Agreement, the parties are expressly agreeing to the terms of this Residency Agreement and all of its Exhibits. **The Community encourages you to read this Residency Agreement carefully, ask any questions that you have, and consult with your attorney before choosing to accept the terms and conditions of this contract.**

This Community is operated on a non-discriminatory basis and affords equal treatment and access to services to eligible persons regardless of race, color, religion, creed, gender, national origin, or ancestry. This Community is not affiliated with any religious organization.

**ARTICLE III  
CRITERIA FOR ADMISSION & CONTINUED RESIDENCY,  
ACCOMMODATIONS AND SERVICES**

**A. Criteria for Admission and Continued Residency**

1. **Criteria for Admission and Continued Residency.** Please see attached **Exhibit L** (“Criteria for Admission to and Continued Residency at an ALF”) which sets for the statutorily mandated criteria for admission and continued residency in an Assisted Living Community.

2. **Initial Health Assessment.** As part of the admission criteria, all prospective residents must undergo a face-to-face medical examination completed by a licensed physician, a licensed physician assistant, or a licensed nurse practitioner within 60 days before admission to the community. The examination must be recorded on the state mandated health assessment form. The signed and completed medical examination report shall be submitted to the Executive Director or designee of the community who shall use the information contained therein to assist in the determination of the appropriateness of the resident’s admission and continued stay in the community. The medical examination report shall become a permanent part of the record of the resident at the community and shall be made available to the Agency for Health Care Administration during inspection or upon request.

If a medical examination has not been completed within 60 days before the admission of the resident to the community, a licensed physician, licensed physician assistant, or licensed nurse practitioner shall examine the resident and complete a medical examination form, within 30 days following the admission to the community to enable the community Executive Director or designee to determine the appropriateness of the admission. The medical examination form shall become a permanent part of the record of the resident at the community and shall be made available to the Agency for Health Care Administration during inspection by the agency or upon request.

3. **Continued Residency Health Assessment.** As part of the continued residency criteria, a resident must have a face-to-face medical examination by a licensed physician, a licensed physician assistant, or a licensed nurse practitioner at least every 3 years after the initial assessment, or after a significant change, whichever comes first. The results of the examination must be recorded on the state mandated health assessment form. A “significant change” is defined as a sudden or major shift in behavior or mood inconsistent with the resident’s diagnosis, or a deterioration in health status such as unplanned weight change, stroke, heart condition, enrollment in hospice, or stage 2, 3 or 4 pressure sores. Ordinary day-to-day fluctuations in functioning and behavior, a short-term illness such as a cold, or the gradual deterioration in the ability to carry out the activities of daily living that accompanies the aging process are not considered significant changes.

**B. Your Apartment.**

Your apartment (the “Apartment”) is identified in **Exhibit A** (“Your Apartment, Fees, & Fee Schedules”) of this Agreement. All persons residing in the Community are required to read and execute a Residency Agreement prior to taking residency in the Apartment. You may move into your Apartment as of the date (the “Occupancy Date”) listed in **Exhibit A**. If you relocate to another apartment in the Community, **Exhibit A** will be updated to reflect your new Apartment and the applicable rates.

1. **Shared Apartment.** If two persons, whether or not related, share an Apartment ("Shared Occupancy"), each person will sign a separate Residency Agreement. See **Article IV, Sections 1. B. and F. 2.** and **Article V, Section F** for more information about Shared Occupancy.

2. **Apartment Maintenance and Alterations.** The Community will perform all necessary maintenance and repairs of the Apartment at its expense. However, you will be responsible for reimbursing the Community for any maintenance and/or repairs to the Apartment that are not attributable to normal wear and tear. You may not cause or permit any physical alterations, additions or changes to any part of your Apartment without first obtaining the written approval of the Executive Director of the Community. All such alterations, additions or changes shall be at your expense and shall become the property of the Community.

3. **Right of Entry.** You agree that the Community's employees or agents may enter your Apartment at any reasonable time in order to provide necessary services to you, to perform building inspection and maintenance functions, and otherwise to carry out the Community's obligations under this Residency Agreement. You agree to allow entry into your Apartment at any time to the Community's employees or agents when they are responding to the medical alert system, fire system, or other emergency.

**C. Common Areas.**

As with all of the Community's residents, you will be entitled to the use of its common areas, including the main dining room, lounge areas, and recreation rooms. The Community may change or reconfigure common areas at its discretion.

**D. Resident Services.**

1. **Services Provided.** See Exhibit A for resident services provided.

2. **Internal Assessments.** Prior to or on the Occupancy Date, the Community will perform an initial assessment of your needs. This internal assessment is separate, apart and in addition to the Initial Health Assessment described above in Article III, (A)(2) above. This assessment will determine your Level of Care by identifying your need for Personal Care Services and will be used to develop a written Resident Service Plan for you. Thereafter, you will receive, at minimum, a re-assessment of your needs every six (6) months (or more frequently, if care needs change or required by law) to determine whether a change in your service level is necessary. Your Resident Service Plan will be revised and updated accordingly. The Community may also revise your Resident Service Plan if it determines that you have experienced a significant change in condition (i.e. there has been a significant change in your ability to perform various activities of daily living over the course of a week or more, or such other time period as defined by law). The Community's Staff will consult with you, the Representative and/or your Responsible Party concerning the results of all assessments and determinations of a change in condition.

3. **Transfer to Community Providing Higher Level of Care.** If the assessment process reveals that you need care beyond what can be provided at the Community, you and your Responsible Party shall, upon written notification from the Community, make arrangements for transfer to an appropriate care setting. At your request, the Community shall work with you (and your family and, if circumstances require, a social service agency) for appropriate placement. See **Article V** for more information about transfers.

## **E. Supplemental Services.**

Certain supplemental Personal Care Services are available to you at an additional charge. Please refer to **Exhibit B** (“Supplemental Service Fees”) for a description of the various Supplemental Services offered, along with the associated fees involved with these services.

**1. Medication Management Program.** The Community makes available a program for assistance with the acquisition and administration of your medication (“Medication Management”). See **Exhibit C** (“Medication Management Program Agreement”) for more information about medication services and requirements.

- a. Cost of Participation in the Program.** The cost of the Medication Management Program is included in the Monthly Fee. If you choose not to participate in the Medication Management Program, you will not receive a discount in your Monthly Fee.
- b. Cost of Medication.** You or your Responsible Party is responsible for paying for all of your medication whether or not you participate in the Medication Management Program.
- c. Medication Management Program.** The Community’s Medication Management Program requires the use of a unit dose packaging system, which can be provided by a pharmacy which has contracted with the Community and agreed to comply with the Community’s requirements when it sends medications to the Community. If you choose to participate in the Medication Management Program, you must purchase medications from the Community’s preferred pharmacy provider, at your expense.

**F. Private Duty Helper.** If you believe you need more assistance than what you have contracted the Community to provide, you may employ private duty helpers, (e.g., private aides, nurses, companions, sitters etc.), at your expense, only with the prior notice to the Community. You may request these services to be arranged by the Community for an additional fee. Any Private Duty Helper engaged by you will not become or be considered the Community’s employee or agent. You and the Private Duty Helper will be required to follow any applicable laws and the Community’s policies concerning Private Duty Helpers. See **Exhibit E** (“Rules and Procedures for Private Duty Personnel”). The Private Duty Helper may be removed or excluded from the Community for violation of such laws or policies. If the Private Duty Helper does not have proof of liability insurance or proof of Worker’s Compensation insurance, then the Resident or the Responsible Party will be required to maintain adequate liability insurance to cover the Private Duty Helper, and may be required to provide a current Certificate of Insurance to the Community. All Private Duty Helpers must review, agree, and sign **Exhibit E**.

## **ARTICLE IV FINANCIAL ARRANGEMENTS**

**A. Community Fee.** Prior to or on the Occupancy Date, you agree to pay a Community Fee equal to the amount shown in **Exhibit A** (“Your Apartment, Fees & Fee Schedules”). The purpose of the Community Fee is to cover the one-time expense of establishing you as a new resident in our Community and to cover capital expenditures of the Community. The Community Fee is NON-REFUNDABLE, except as follows: If the Residency Agreement is terminated prior to the Occupancy Date

due to the Resident requiring a higher level of care than what can be provided by the Community or due to the death of the Resident. If this occurs, refunds will be made within \_\_\_\_\_ (**per state requirement**) days to the appropriate party.

**1. Monthly Fees.**

- a. **Primary Monthly Service Fee.** You agree to pay a Primary Monthly Service Fee, which covers the residency and accommodations for your Apartment and the Standard Services outlined in **Article III, Section D**. The Primary Monthly Service Fee is set forth in **Exhibit A** of this Residency Agreement and is based upon your determined care needs.
- b. **Shared Occupancy Rate.** If the Resident shares an Apartment, the Shared Occupancy Rate specified in **Exhibit A** applies. By signing this Agreement at the Shared Occupancy Rate, you consent to sharing your Apartment. If a married couple is sharing an Apartment, Resident is hereby agreeing to be jointly and severally responsible for all fees due under this Agreement and under the Residency Agreement of his or her spouse, just as if Resident were a signatory to such other Agreement.

**B. Supplemental Services Fees.** If you receive any of the supplemental services listed in **Exhibit B** (“Supplemental Service Fees”), then you agree to pay the applicable fees as set forth in the Exhibit. If the Community provides a supplemental service which is not listed in **Exhibit B**, you agree to pay the established charge for the service if desired.

**C. Payment Schedule and Monthly Invoice.** Prior to or on the Occupancy Date, you agree to pay the Community an amount equal to the Total Monthly Fee set forth in **Exhibit A**. This payment will be applied to your first month’s residence. If the Occupancy Date is on any day other than the first day of the month, the advance payment will be prorated accordingly and the residual amount will be credited to the following month’s Total Monthly Fee. Thereafter, an itemized statement will be sent to you each month. Fees shall be due and payable by the first (1st) day of each month.

**D. Late Payment Charge.** If your account is not paid in full by the fifth (5th) day of the month in which it is due, a late payment charge will be assessed on the outstanding balance of five percent (5%) per month, until paid. The periodic rate of five percent (5%) per month is equivalent to an annual percentage rate of sixty percent (60%). In the event of failure or refusal to pay the amount charged under the terms of the Residency Agreement and the subsequent referral of the account to an attorney or collection agency, you agree to pay, without limitation, all charges, expenses, and attorney’s fees attributable to collection.

**E. Rate Changes.** The Community may adjust the Supplemental Service Fees set forth in **Exhibit B**, after providing you with \_\_\_\_\_ (**per state requirement**) days advance written notice (or such additional days’ notice as may be required by law). The Primary Monthly Service Fees set forth in **Exhibit A** will not be changed more than once in any calendar year, after providing you with \_\_\_\_\_ (**per state requirement**) days advance written notice (or such additional days’ notice as may be required by law). The monthly statement following the date when the change occurs will reflect the adjustment in Total Monthly Service Fees, as well as a prorated charge from the day the change occurred to your service during the preceding month.

**F. Fees in the Event of an Apartment Hold.** If you are away from your Apartment (including but not limited to transfer to a hospital, hospice or other medical facility), your Apartment will be held for your return, as described below in **Article V, Section E**. Your payment obligations for the days when you are absent will be as follows:

1. If you are a Single Occupancy Resident and you seek an Apartment Hold, you will be responsible for payment of the Primary Monthly Fee as set forth in **Exhibit A** during your absence.
2. If you are a Shared Occupancy Resident, and one person is temporarily transferred to another facility (including transfer to another section of the Community), your Primary Monthly Fee will not change.

**G. Special Assessments.** The Community reserves the right to assess charges for special circumstances outside the Community's control, such as sharp increases in utility costs or other necessary expenses. The Community shall provide you at least \_\_\_\_\_ (**per state requirement**) days written notice (or such additional days' notice as may be required by law) prior to the imposition of such special assessments.

**H. Refunds.** The following Refund Policy shall apply:

1. You shall receive a refund of any payments to which you are entitled within \_\_\_\_\_ (**per state requirement**) days of termination of this Residency Agreement.
2. In the event of your death, the Community shall return all refunds to the Executor or Administrator of your Estate, if one has been appointed at the time of disbursement of such funds and, if not, to the individual(s) named in **Exhibit J** ("Beneficiary Designation Form"). If such individuals cannot be located, funds will be disbursed as allowed under the law.
3. The Community may deduct from your refund costs associated with repairs or replacements required in connection with any change, beyond normal wear and tear, which the Community determines to be your responsibility. The Community shall provide you or your estate with written notice of any claim against your refund (including repair or replacements costs), and allow fourteen (14) days for you or your estate to respond prior to deducting such amount(s).
4. If the Community discontinues operations, any advance payments for services not received shall be refunded to you within 10 business days of closure, whether or not such refund is requested.

## **ARTICLE V TERM, TRANSFER AND TERMINATION**

**A. Term.** This Residency Agreement becomes effective as of the Occupancy Date and shall be automatically renewed on a month-to-month basis, unless: (i) the Community gives you \_\_\_\_\_ (**per state requirement**) days prior written notice of its intent not to renew the Residency Agreement, or (ii) the Residency Agreement is terminated as provided below.

**B. Termination by Resident.** You may terminate this Residency Agreement upon thirty

(30) days prior written notice delivered to the Community. If you fail to provide thirty (30) days prior written notice to the Community, you will be responsible for paying the prorated monthly rate for the difference between the termination date and the full 30-day notice period. For example, if the Community received notice from you on the 24th day of the month that you intend to terminate the Residency Agreement on the 31st day of the month (i.e. you provide only 7 days' notice of termination), you will be responsible for the prorated monthly charges for an additional 23 days.

**C. Termination by the Community.** The Community may terminate this Residency Agreement upon \_\_\_\_\_ (**per state requirement**) days written notice delivered to you and, if applicable, your Representative and Responsible Party, at the address(es) provided.

**1. Without Advance Notice.** As permitted by the State Administrative Code, nothing in the above section prevents the immediate discharge from the premises, with or without notice, of a resident who is combative, violent, suicidal or homicidal, or otherwise a danger to himself or others. You, your Representative, and your Responsible Party agree to notify the Community in writing immediately upon obtaining knowledge that the Resident has experienced any one of these conditions or behaviors.

**2. Reasons for Termination.** The Community may immediately terminate this Residency Agreement for the following reasons:

**a. Medical.** Due to changes in your physical or mental condition, supplies, services, or procedures are required which extend beyond the certification, licensure, design, or staffing of the Community.

**b. Resident's Welfare.** Termination is necessary to protect your safety, health, or welfare.

**c. Welfare of Others.** Your continued residence in the Community endangers the safety, health, or welfare of others.

**d. Transfer to Another Community.** You permanently transfer to another assisted living facility or nursing home.

**e. Failure to Abide by the Rules.** You fail to observe and abide by the Community's rules and policies.

**f. Contract Violation.** You fail to meet your contractual obligations under this Residency Agreement.

**g. Interference with Quiet Enjoyment of Others.** Your conduct is disruptive or disturbing to other residents and such behavior continues after notice to you to cease such behavior.

**h. Cease of Operations.** The Community ceases to operate or is sold to a new operator.

**E. Surrender of Room.** The Resident shall properly respect and maintain the Room, and upon vacating the Room for any reason, shall surrender it in good condition, free of debris and personal possessions, exclusive of reasonable and normal wear and tear. Any property



abandoned by the Resident and/or the Responsible Party shall become the property of the Community after \_\_\_\_\_ (**per state requirement**) days of the room being vacated. Failure of the Resident to vacate his/her Room within \_\_\_\_\_ (**per state requirement**) days after a notice is received shall subject the Responsible Party to charges at the prorated monthly rate. The Resident/Responsible Party shall not make any changes or modifications to the Room unless approved in writing by The Community.

**E. Apartment Hold.** If you are away from your Apartment (including but not limited to transfer to a hospital, hospice or other medical facility), your Apartment will continue to be held for your return until the Community receives written notification that you will not return to the Apartment. Your payment obligations are described in **Article IV, Section F above.**

**1. Terminating an Apartment Hold Agreement.** The Resident or the Responsible Party shall notify the Community in writing of any change in status that would prevent the Resident from returning to the Community. Until such written notice is received, the agreed upon Primary Monthly Fee may be charged by the Community, unless the Resident's medical condition, such as the Resident being comatose, prevents the Resident from giving written notification and the Resident does not have a Responsible Party to act on the Resident's behalf.

**F. Change in Occupancy Status.** In the event of death or permanent transfer of a Shared Occupancy Resident, the remaining Resident shall have the option of:

1. Remaining in the Apartment with no roommate. The Primary Monthly Fee will be changed to reflect the Single Occupancy Rate for the Apartment.
2. Remaining in the Apartment with consent to share the Apartment with a roommate. The Primary Monthly Fee will not be changed and you will continue to assume responsibility for the Shared Occupancy Rate.
3. Relocating to a different Apartment, when such an Apartment becomes available. Relocating to a different Apartment requires you to execute a new Residency Agreement.

## **ARTICLE VI GENERAL PROVISIONS**

**A. Role of Your Doctor.** You and your Responsible Party understand that only your Doctor can do the following: (1) prescribe any medications or treatments for you; (2) diagnose any medical condition that you may have; (3) order any lab work, x-rays, therapy or limitations on your activities that the Doctor deems appropriate, and; (4) determine if any follow-up action is necessary based on the results of your lab work, x-rays, therapy, etc. **The Community's Nursing Staff cannot prescribe medications, make a medical diagnosis, or order lab work, x-rays, physical, speech or occupational therapy, etc.**

**B. Your Health Records.**

**1. Confidentiality.** All of your health care records shall remain confidential. Copies of your health care records will be released only with your express HIPAA compliant written authorization or that of your Representative except where expressly required or allowed by law. You shall be responsible for the cost of copying records requested by you or your Representative. All health records are the property of the Community.

**2. Authorization to Release Information.** The Community is hereby authorized and directed to release information and health records concerning you to other medical and health care providers, insurance companies, federal and/or state agencies and regulatory bodies to the extent necessary to obtain payment, coordinate and/or facilitate your care, and otherwise comply with applicable laws and regulations. You further authorize the release of information and/or records necessary for the Community to conduct reviews or audits of care.

**C. Emergency Services.** You authorize the Community to obtain emergency health care services and/or supplies (including ambulance transportation and pharmaceutical) at your expense, whenever, in the Community's discretion, such services and/or supplies are deemed necessary. In an emergency, the Community may transfer you immediately to a hospital or other facility which it deems more appropriate for the type of care required. The Community's Staff may consult with your doctor regarding whether emergency services are needed, and you agree to hold harmless the Community for reliance upon your doctor's advice in this regard. If you are under Hospice care, palliative care or comfort measures only, the Community will take this status into consideration in deciding whether emergency services are needed.

**D. No One-On-One Care.** You understand that the Community will not be providing you with one-on-one Nursing Staff supervision and assistance. While licensed nursing staff will be available 24 hours a day, they will not be providing the Resident with 24-hour one-on-one supervision and assistance. Rather, at limited time periods during the day, you will receive supervision or assistance from the nursing Staff as determined by your Level of Care defined in this Residency Agreement. There will be times that you will be in your Apartment, hallway or common areas of the Community, including outdoors, without a Staff member present to supervise, observe or assist you. This is all part of the Community's goal of allowing you to live as independently as possible, with as much personal privacy, dignity, and personal decision-making as possible, in the least restrictive environment.

**1. Staff Response Time.** You and your Responsible Party also fully understand and appreciate the fact that, because you will not be receiving one-on-one Staff supervision or assistance, your requests for non-emergency Staff assistance will often not be responded to immediately. In fact, you and your Responsible Party understand that a non-emergency request, for example, a request to be assisted with changing into your nightgown, assisted with a shower or bath, assisted to the bathroom, etc., may take approximately 10-15 minutes to be responded to. If you desire a quicker response time, you and your Responsible Party understand that you will need to hire a Private Duty Helper (see **Article III, Section F** above). If you desire a quicker response time and you are not willing to pay for a Private Duty Helper, then you may have to reconsider if the Community is an appropriate care setting for you, and you may need to look at alternative options.

**2. Independence.** You and your Responsible Party understand that because you will be given as much independence, privacy, and personal decision-making as possible, there may be times when you are injured trying to independently perform your activities of daily living such as walking, getting dressed, bathing, transferring from your bed to bathroom, chair to bed, etc. You and your Responsible Party hereby agree that injuries, including those from falls, which occur while you are performing an activity that your physician has designated as an activity that you can perform independently, cannot reasonably be prevented.

**3. Activities Done Without Supervision/Assistance.** You and your Responsible Party also agree that for any activity designated by your doctor as requiring supervision or assistance, which you decide to perform without reasonably requesting or waiting for Staff

supervision or assistance, and which thereby results in an injury to you, is not the fault of the Community.

**4. Unavoidable Injuries.** You and your Responsible Party agree that the Community cannot reasonably prevent the following events that may occur and result in injury to you:

- a. Resident and/or Representative may choose not to request Staff supervision or assistance before attempting to perform an activity of daily living such as walking, dressing, transferring, bathing, etc.
- b. Resident and/or Representative may forget to request Staff supervision or assistance before attempting to perform an activity of daily living such as walking, dressing, transferring, bathing, etc.
- c. You may request Staff supervision or assistance but then decide to perform an activity of daily living before the Staff member has been able to reasonably respond to your request.
- d. You may refuse to comply with the Staff's recommendation to use a cane, walker, wheelchair, or other safety precautions.
- e. You may choose to exercise your right to refuse medications or refuse to follow your doctor's advice.
- f. You may exercise your right to refuse therapy.
- g. You may exercise your right to refuse to have a private duty helper.
- h. You may choose to make use of a personal motorized wheelchair or scooter.
- i. You may refuse to follow the recommendations listed on your Resident Service Plan.

**5. Falls.** As we get older, generally we begin to experience an increase in falls, often due to our decreased eyesight, weaker muscles, slower response time, shuffling gait and/or side effects of our medications. You and your Responsible Party understand that the Community cannot guarantee that you will not experience a fall, or an injury from a fall, at the Community.

**6. Injury Caused by Other Residents.** You and your Responsible Party fully understand that the Community is comprised of residents with memory disorders and/or physical limitations. Because of the nature of these disorders and limitations, there may be an unforeseeable and/or unavoidable injury to you caused by another resident, and you agree not to hold the Community liable for any such injury. For example, another resident may fall, and in the act of falling, that resident may cause an injury to you (i.e., the resident may fall and bump you causing you to have a skin tear or causing you to lose your balance and thereby causing you to fall too. Or, another resident may unintentionally bump you with his or her cane, causing you to have a bump, or skin tear, or possibly even causing you to fall, etc.). In sum, you agree that the Community simply cannot guarantee, given the resident population, that you will not be

injured by the acts of another resident.

**7. Outdoor Hazards.** The Community provides a scenic setting to enhance your enjoyment and quality of life. This setting includes plantings and irregular terrain which may cause a risk to you or your guests. You and your Responsible Party understand that the Community cannot guarantee that you and your guests will not experience a fall in an outdoor setting or an injury from being outdoors, at the Community. By the use of enjoyment of the outdoor setting, you assume these inherent risks and you agree to indemnify the Community and hold the Community harmless from and against any and all damages, liability and injury arising from your use of the outdoor setting at the Community with the exception of such damages, liability and injury resulting from the Community's willful misconduct or gross negligence.

**E. Resident Handbook.** You agree to comply with the rules listed in the Resident Handbook for operation and maintenance of the Community. The Resident Handbook will be provided to you in writing, and can be obtained from the Community upon request. The Community may revise the Resident Handbook from time to time, in its discretion. The Community will provide written notice to you if it determines that you are not complying with the rules listed in the Resident Handbook.

**F. Firearms.** Firearms or other weapons are not permitted on Community property, including those used as decor or display only.

**G. Smoking Policy.** See **Exhibit F**.

**H. Motorized Vehicle Policy and Waiver.** See **Exhibit G**.

**I. Photography/Medical/Marketing Material.** See **Exhibit H**.

**J. Resident Rights.** See **Exhibit K**.

**K. Criteria for Admission to an Assisted Living Community.** See **Exhibit L**.

**L. Do Not Resuscitate Order & Advanced Directives.** See **Exhibit M**.

**M. Company Provided Transportation.** See **Exhibit N**.

**M. Waiver of One Breach not a Waiver of any Other.** The failure of the Community in one or more instances to insist upon the strict performance, observance, or compliance by the Resident with any of the terms and provisions of this Residency Agreement, shall not be construed to be a waiver or relinquishment by the Community of its right to insist upon strict compliance by the Resident with all of the terms and provisions of this Residency Agreement.

**O. Release from Responsibility.** You hereby agree to release the Community and its officers, employees, and agents from responsibility for your condition while you are away from the Community for any reason, as fully described in **Exhibit I** ("Community Outing Liability Release").

**P. Liability for Damage.** You agree to maintain your Apartment in a clean, sanitary and orderly condition. You will reimburse the Community for the repair or replacement of furnishings and fixtures (including carpeting) in your Apartment damaged beyond normal wear and tear. In

addition, you shall reimburse the Community for any loss or damage to its real or personal property (whether located within your Apartment or not) caused either intentionally or negligently by you, your guests, or invitees.

**Q. Insurance and Responsibility of Your Property.** You are responsible for securing adequate personal property and liability insurance for you, your property, and your guests. The Community encourages, but does not require, you to purchase Renter's Insurance and other coverage adequate to protect your personal property, such as Flood Insurance if the Community is located in a flood zone (please consult the Community's Executive Director to determine whether the Community is in a flood zone). The Community shall not be responsible for, and its insurance will not protect you against, personal liability for injury to guests or other persons in your Apartment or any loss or damage to your personal property (including, for example, eyeglasses, dentures, hearing aids, clothing, jewelry and other personal items) unless such loss is caused by the negligent acts of the Community.

**R. Entities/Individuals Bound.** All of the terms of this Agreement and its Exhibits shall be binding upon and come to the direct benefit of and be enforceable by and against the Community and its successors and assigns and you and your heirs, personal representatives, children, spouses, legal guardians, agents, and attorneys in fact.

**S. Third-Party Beneficiaries.** It is the intention of the parties that this Residency Agreement and its Exhibits are for the direct benefit of the Resident, and that the Resident's spouse and children, if any, or next of kin are also directly benefited by the Resident's admission into this Community.

**T. Obligatory Information.** You have an ongoing obligation to provide the Community with accurate, complete, and current information about your health care status and needs.

**U. Reliance.** By entering into this Agreement, the Community is relying upon the truthfulness of the information, promises, and representations made by you, your Representative, and your Responsible Party.

**V. Governing Law.** This Agreement shall generally be governed by applicable \_\_\_\_\_ (**Type State Name**) law. You and the Community also expressly agree that this Agreement and your stay at the Community substantially involve interstate commerce.

**W. Severability.** Any clause, term, phrase, provision or part thereof contained in this Agreement or its Exhibits is severable, and in the event any of them shall be found to be invalid for any reason, this Agreement and its Exhibits shall be interpreted as if such invalid clause, term, phrase, provision or part thereof were not contained herein, and the remaining clauses, terms, phrases, provisions or parts thereof, of this Agreement and its Exhibits shall not be affected by such determination and shall remain in full force and effect. This Agreement and its Exhibits shall not fail because any clause, term, phrase, provision, or part thereof shall be found indefinite or invalid. No part of this Agreement or its Exhibits will be construed against any party because that party wrote the Agreement and Exhibits.

[THIS SPACE INTENTIONALLY LEFT BLANK]

**X. Entire Agreement.** This Agreement and any written amendments constitute the entire agreement between the parties and supersede all prior and contemporaneous discussions, representations, correspondence, and agreements whether oral or written. This Agreement may only be modified in writing signed by all parties. If you have been promised some level of care or service that is not included in this Agreement, please write that promise out in detail in the space provided:

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This amendment must be signed by the Resident/Resident's Representative and the Executive Director in order to be effective.

\_\_\_\_\_  
(Resident/Resident's Representative)

\_\_\_\_\_  
(Executive Director)

**BY SIGNING BELOW WHERE INDICATED, YOU, YOUR REPRESENTATIVE, YOUR RESPONSIBLE PARTY, AND THE COMMUNITY HEREBY ACKNOWLEDGE THAT EACH PARTY HAS READ AND FULLY UNDERSTANDS THE PROVISIONS OF THIS RESIDENCY AGREEMENT, AND EACH PARTY KNOWINGLY AND VOLUNTARILY ACCEPTS OF ALL THE TERMS AND CONDITIONS OF THIS RESIDENCY AGREEMENT. THE UNDERSIGNED EACH FURTHER CERTIFIES THAT HE/SHE HAS RECEIVED A COPY OF THIS RESIDENCY AGREEMENT AND ITS EXHIBITS.**

**RESIDENT/RESIDENT'S REPRESENTATIVE**

**RESPONSIBLE PARTY**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Signature of Resident/Resident's Representative\*

\_\_\_\_\_  
Signature of Responsible Party in his/her Individual Capacity

\*Resident's Representative understands and agrees that by signing this Residency Agreement he/she is signing in both a representative and individual capacity.

**COMMUNITY REPRESENTATIVE:**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Community Representative\*\*

\*\* The Community Representative/employee is authorized to sign this Residency Agreement on behalf of the Community as defined above on page 1 of this Residency Agreement.