RESIDENT ADMISSION AGREEMENT
PRIVATE PAY RESIDENTS
ASSISTED LIVING

This is an Agreement between ________________________________________ (“the Facility”) and ________________________________________, individually and by the legal representative subscribing to this agreement (“the Resident”).

RECITATIONS

1. The Facility is located at ________________________________________. It is licensed in the state of Washington as a boarding home under the Revised Code of Washington (“RCW”) Chapter 18.20. The license number of the Facility is 1986.

2. Nothing in this agreement is intended to limit the legal rights and responsibilities of the parties under related provisions of law, including the rights of long term care residents as specified in RCW Chapter 70.129.

3. The parties agree to the terms and conditions specified in Sections I through Section VI, below, including the Addendums to this agreement, specifically Assisted Living Charges (Addendum A)

I. SERVICES, ITEMS, AND ACTIVITIES

Beginning on ______________________, the Facility shall provide to the Resident the services, items and activities listed in Exhibit 1 at the Basic Services Rate described in Section II below. Other services, items and activities, available for an additional cost, are described on Addendum A and may be provided if requested by the resident.

II. FEES

A. Basic Services Rate

The rent, as of the date of this Agreement, is $________________ per month. The rate is based on the Resident’s level of required care, and or selected services and includes the services, items and activities listed on Addendum A. The level of care and required services have been determined by Facility staff, in consultation with the Resident, and appropriate health care professionals.

B. Total Rate

The Total Rate, as of the date of this Agreement, is $________________ per month. This rate is the sum of the Basic Services Rate, identified above, plus the rates for additional services selected by the Resident on Addendum A.
C. Payments

The Total Rate consisting of the monthly rent and selected additional services is due on or before the 5th of each month. Rent received on or after the 6th day of each month shall result in assessment against Resident of a $300.00 late payment charge plus $10.00 each additional day thereafter that rent has not been paid in full, which shall be considered to be additional rent and must be paid at the time of the delinquent rent is paid. Any check which fails to clear the bank shall be treated as unpaid rent and shall be subject to the aforementioned late payment charge, plus a $50.00 returned check fee. Should Resident submit a check that is dishonored or returned for insufficient funds, or should Resident offer to cure any default following receipt of a Pay or Vacate Notice, Resident shall make such payment by cash, cashier’s check or money order. If Resident gives owner two checks that are returned for nonpayment, all future payments by Resident shall be made by cash, cashier’s check or money order. Notwithstanding the foregoing, Owner may issue an Eviction Notice after the rental due date without waiting until late payment charges begin to accrue.

If for reason of non-payment of rent, Owner elects to give a statutory Three (3) Day Notice to Pay rent or Vacate or if Owner shall lawfully issue any other notice permitted pursuant to RCW 59.12 et seq, or RCW 59.18 et seq., Resident agrees to pay in addition to the delinquent rent and late payment charges provided for above, the sum of $250.00 for preparing and giving the notice, which shall be paid by the deadline for compliance with the Notice.

D. Deposits and Non-Refundable Fees

If a resident chooses to reserve a room, a $1000 refundable security deposit will hold the room for 7 days. The entire deposit will be refunded if the client does not move in, unless the clinical assessment has been completed. In that case, half the deposit will be retained. If the resident does move in, the $500 is refundable at the time of move-out once the apartment has been cleared. Apartments left in unsatisfactory condition will be assessed and charged appropriately. The community representative will determine in their sole discretion if an apartment is left in a satisfactory or unsatisfactory condition. If it is necessary to remove and replace the apartment flooring it will be billed out at $25 per yard for all labor and materials. All other work required to restore an apartment to satisfactory condition will be billed out at cost or if performed by facility staff will be billed out according to Addendum A attached to this agreement. A one time room cleaning fee will be collected upon move-in to pay for cleaning the room and carpets once the resident moves out. Once all fees have been assigned and paid, refunds will be processed within 30 days.

All Assisted Living residents will have their rooms deep cleaned annually which will include shampooing the carpet, stripping / waxing the bathroom floor and a deep clean of the bathroom. Rooms needing to be shampooed more than one time per year due to spills, etc. will be charged an additional fee per cleaning.

Note: See Addendum A for Rates

E. Absences from Community

The parties agree that should a resident be absent from the community due to hospitalization, vacation or any other reason, the room will be reserved and charges will continue to accrue until the resident’s return or other arrangements are made by the family or guardian. This will remain in effect until written notice terminating the agreement is received by the facility as described in section VI. While the resident is away from the community, for whatever reason, they or their responsible party will be responsible for the entire rent and personal care fees listed in Addendum A. Under no circumstances will there be rate
adjustments for rent, level of care charges, additional services or meals.

F. Rate Changes

Services available at the Facility, along with the related charges, are described Addendum A. Except in cases of emergency, the Facility will give the Resident 30 days advance written notice of any changes in the availability or charges for service, items, or activities. This does not include changes in Resident level of care in which changes become effective immediately upon re-assessment. During the first 30 days of a residents’ stay the pre-admission level of care determination may need to be adjusted based on daily observations and level of care provided as the pre-admission assessment is based on a very narrow window of time. If adjustments are needed, the facility will give written notice of the change.

If, due to a change in his or her condition, the Resident needs greater or fewer services, the Facility will provide the needed services, at the level of care rates described in Addendum A. The charges for new services may exceed the rates specified on Addendum A only if the Facility has given the Resident 30 days advance written notice of the fee change. Whether or not the Resident needs greater or fewer services will be determined by the Facility, after an appropriate assessment, and in consultation with the Resident. The Resident has the right to refuse any service offered by the Facility.

The Facility will notify the Resident as soon as possible of any changes in the resident’s condition that require a different level of service. Unless the Resident directs the Facility otherwise, the Facility also will provide the notice to the Resident’s representative.

G. Medicaid

Residents may convert to Medicaid after residing at The Facility for two years. This facility has small studio apartments available for residents who have Medicaid as a payment source. If a resident occupies a larger studio or one or two bedroom apartment at the time of conversion to Medicaid, the resident will be required to move into the smallest studio apartment available, regardless of that apartment’s location in the facility. The Facility will provide 30 days notice of the move to allow residents and their family’s ample time for making the transition.

III. RESIDENT’S RIGHTS AND RESPONSIBILITIES

A. Resident Rights

Resident acknowledges that he or she has been provided with a list of Resident’s Rights and that a representative of the Facility has explained these rights to the Resident prior to or upon admission. The Facility shall protect and promote the rights of each resident.

B. Resident Handbook

Resident acknowledges that he or she has been provided with a Resident Handbook containing the general policies and rules of the Facility, and that a representative of the Facility has explained these policies and rules to the Resident prior to or upon admission. The Resident agrees to abide by and observe these policies and rules, to the extent that they do not conflict with RCW chapter 70.129 (Washington’s Long-Term Care Resident Rights). Except in cases of emergency, the Facility will give 30 days advance written notice to the Resident and the Resident’s representative of any change in the Facility’s policies or rules.
C. **Nondiscrimination**

The Facility will not discriminate and will comply with all applicable state and federal laws with respect to age, race, national origin, ancestry, religion, sex, handicap, or disability.

**IV. RESIDENT’S VALUABLES**

The Resident has the right to have and use personal property, space permitting, provided that it does not endanger the health or safety of others. The Facility shall protect and promote this right.

The Resident and the Facility shall both take reasonable steps to ensure that the Resident’s property is not lost, stolen, or damaged. If the Resident’s unit is lockable, the Resident shall be issued a key to the unit. If the Resident’s unit is not lockable, the Resident will be provided with lockable storage space upon request.

We strongly encourage our residents to protect their valuables by not bringing them into the facility. The facility is unable to provide complete protection for each resident’s articles. However, in an effort to assist you in providing protection for your belongings, we offer you the opportunity to declare any personal possessions upon admission including clothing, valuables and equipment. Each apartment is equipped with one locked space for added safety of your belongings. The parties agree that the facility is not responsible for lost articles but will make reasonable efforts to recover lost items.

**V. VISITING POLICY**

The Facility has an open door visitation policy. Visitors will be required to abide by any and all Facility policies that pertain to the Resident in regard to the use of any facility or service. Disruptive visitors will be required to leave. The Facility locks the exterior entrances between 8:00 P.M. and 7:00 A.M. Out of respect to other residents and staff, the parties agree that prior arrangements must be made for visits other than during these hours.

**VI. TERMINATION OF THIS AGREEMENT**

A. **Termination by Resident and Refund Policy**

This Agreement may be terminated by the resident by giving at least 30 days written notice, of their intention to terminate (the “Termination Date”). The Resident shall remain liable for all rent and personal care service fees accruing to the “Termination Date” even if the Resident vacates the premises prior the “Termination Date.” If Resident and or Resident’s responsible party does not give a 30-day written notice due to death, Resident agrees to pay the facility’s per diem charges (gross facility charges minus level of care fees) for five (5) days after death. The Resident is responsible for removing all their belongings by their “Termination Date” or by the end of their (5) day period following death. If Resident belongings are not removed by these dates the facility will continue to charge the per diem charges for the room until the belongings are completely removed from the room.

The Facility shall refund any amount due to the Resident or his or her representative, less charges for damage beyond normal and reasonably foreseeable wear and tear caused by the Resident, within 30 days of the Resident’s death, discharge, or transfer. (The condition of the Resident’s unit as of the date of this agreement is described in Addendum D. The Facility also shall provide to the Resident or the Resident’s representative an explanation of any charges retained by the Facility.
B. Termination by Facility and Discharge or Transfer Requirements

The Facility will permit the Resident to remain in the Facility, and will not transfer or discharge the Resident against the Resident’s will unless:

1. The Resident has failed to make the required payment for his or her stay;
2. Transfer or discharge is necessary for the Resident’s welfare and the Resident’s needs cannot be met by the Facility;
3. The safety of individuals in the facility is endangered;
4. The health of individuals in the facility would otherwise be endangered;
   Or
5. The Facility ceases to operate.

If the facility transfers or discharges the Resident for one of the above reasons, the Facility shall provide written notice of the discharge to the Resident and his or her representative at least 30 days in advance. However, written notice may be made on less than 30 days, and as soon as practicable before discharge or transfer if (1) the health or safety of individuals in the Facility would be endangered, or (2) an immediate transfer or discharge is required by the Resident’s urgent medical needs, or (3) the Resident has not resided at the Facility for 30 days.

Before transferring or discharging a resident, the Facility will attempt, through reasonable accommodations¹, to avoid the transfer or discharge, unless the transfer or discharge is agreed to by the Resident.

If the resident dies or must be transferred by the Facility to a hospital or another facility for more appropriate care, and the Resident does not return to the Facility, the Facility shall comply with the refund requirements set forth in Section VI.A. above.
### VII SUMMARY OF FUNDS RECEIVED AND DUE:

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### VIII ADDENDA, MEDIATION, SUCCESSORS

**A.** Addenda and Attachments: Resident initials acknowledge receipt except where signature required is noted.

| Initial: N/A | Addendum A – Room Rates and Charges |
| Initial: N/A | Addendum B – General Information |
| Initial: N/A | Addendum C – Pet Policy |
| Initial: N/A | Addendum D – Apartment Inspection Report |
| Initial: N/A | Addendum E – Arbitration Agreement |
| Initial: N/A | Addendum F – Addendum to Rental Agreements-Specials |
| Initial: N/A | Addendum G – Smoking Policy |
| Initial: N/A | Addendum H – Resident Handbook |
| Initial: N/A | Addendum I – Assisted Living Service Agreement |
| Initial: N/A | Addendum J – WA Medicaid Disclosure |
| Initial: N/A | Addendum K – Photo Release Form |
| Initial: N/A | Addendum L – Memory Care Consent (Memory Care Residents only) |
| Initial: N/A | Addendum M – Outside Pharmacy Use |
| Initial: N/A | Addendum N – Lead Paint Disclosure (Southtowne Only) |
| Initial: N/A | Addendum O – Parcel and Mail Delivery Waiver |

**B. Mediation**

The Community is committed to addressing and resolving disputes with the Resident, and the Resident is encouraged to bring any concerns regarding the Resident’s stay or care to the Community Director. The Community will work with the Resident and family or other resident representative to reach an amicable resolution. In the event an amicable resolution cannot be reached, the Community and the Resident agree to submit any dispute to non-binding mediation, before mutually agreed upon mediator that is unaffiliated with either party, before commencing any formal legal action.

**C. Successors And Assigns:**

Initials __________   Revised 1/23/2014
This Agreement inures to the benefit of, and constitutes a binding obligation on Owner and Resident and their respective successors, personal representatives and assigns. Resident may not assign this Agreement or any of Resident’s duties hereunder without the prior written consent of Owner.

IX. SIGNATURES

The parties acknowledge and agree that this Agreement contains their entire understanding and agreement between them and that all other representations, assurances, and promises, either oral or written, not incorporated or contained herein, are void and of no force and effect. If any term or provision of this Agreement shall to any extent be determined to be invalid, illegal or unenforceable, the remainder of this Agreement shall not be affected. Each term of this Agreement shall be valid and enforceable to the fullest extent consistent with applicable law and this Agreement shall be interpreted and construed as though the invalid, illegal, or unenforceable term or provision were not contained in this Agreement.

I/We have read, understand, and agree to the terms of the Agreement and understand that it is a complete expression of this Agreement. I/We understand that there are no verbal promises or understandings pertaining to this contract other than those specified in the Agreement. I/We agree that any amendments or modifications to this Agreement must be in writing and signed by the Landlord and me/us. I/We acknowledge receiving copies of this Agreement, and of all addenda as listed on Item 3 of the recitations section on page 1 of the Agreement. I/We agree to abide by the terms and requirements that are presented therein.

My signature below as the Resident indicates that I have read, or had read to me, the provisions of this Agreement, that I enter into this Agreement voluntarily, that I agree to be bound by all of its terms, and that I have received a copy of this Agreement for my own records.

____________________________________________  ________________
(Resident’s Signature)  (Date)

____________________________________________  ________________
(Signature of Resident’s representative, if applicable)  (Date)

If the Resident is not signing individually, but rather this agreement is signed by a Resident’s representative due to the incapacity (as that term is used in RCW 11.88.010) of the Resident a signature is required by a person other than the individual resident who will be responsible for charges to the Resident under this agreement.

____________________________________________  ________________
(Signature of Financially Responsible Resident’s Representative)  (Date)

____________________________________________  ________________
(Signature of Facility representative)  (Date)
Exhibit 1

SERVICES INCLUDED IN MONTHLY RENT

Each resident is assessed prior to admission to determine the most appropriate level of care. Each level of care includes the following:

1. 24 hour assistance including personal care needs, such as bathing, dressing, grooming, toileting (including incontinent care) and medication management by RN / LN staff.

2. 3 meals per day plus snacks.

3. Limited housekeeping services which may include: Bed making, light dusting, cleaning the BR, wiping off counters 1 x weekly. Additional services or frequency of services may be requested for an additional fee.

4. Clean linens weekly and per request of resident.

5. Planned activity programs including daily visits for shut-ins. Individual programming is available. Activities include social, physical, cognitive, spiritual, and community events.

6. The Facility is staffed 24 hours a day, seven days per week with both professional and paraprofessional staff.

7. Immediate consultation with Resident’s physician and, unless the Resident objects, notification to resident’s legal representative or an interested family member whenever (a) the Resident is involved in an accident which requires or may require physician intervention; or (b) there is a significant change in the Resident’s physical, mental, or psychosocial status.

8. Prompt notice to the Resident or the Resident’s representative, and, unless the Resident objects, notice to an interested family member whenever there is a decision to transfer or discharge the Resident from the Facility.

9. Transportation arrangements – Our professional staff are available to assist when needed.

10. Educational opportunities for residents and families when available.

11. The Facility will arrange for the purchase and delivery of personal care items needed including DME supplies, Pharmacy, etc.