WOODWAY SENIOR LIVING AGREEMENT
INDEPENDENT LIVING

THIS AGREEMENT made this _____ day of _____________________, 20__ between Woodway Senior Living (who shall be the Landlord as defined in law, hereinafter called “Owner”) and ___________________________________________________ (regardless of number, who shall be the Tenant as defined in law, hereinafter called “Resident”), for rental Premises located at 1712 East Maplewood Ave, in the City of Bellingham, Washington (the “Premises”). The Premises may be a portion of an apartment complex or other larger parcel of land and, if so, the larger parcel shall be referred to herein as the Property.

1. TERM: The term of this Agreement shall be (check one):
   a) ______ a month-to-month tenancy beginning ________________; OR
   b) ______ a Lease for a term of _____ months beginning ________________, 20___ and ending ________________, 20____. If a Lease for a term greater than one year, have all signatures notarized and attach a legal description of the Property.

   If Paragraph 1(b) is checked above, Check One of the Following:
   c) ______ Upon expiration of the above-stated initial term of Lease, this Agreement shall revert to a month-to-month tenancy on the same terms and conditions as this Agreement except as may be amended by Owner upon thirty days’ written notice, OR
   d) ______ Upon expiration of the above-stated initial term of Lease, all Resident’s rights to occupy the premises shall cease without right to extend the term hereof. This Agreement shall not revert to a month-to-month tenancy following expiration of the term.

2. RENT: Resident shall pay monthly rent and other charges in the following amounts:

<table>
<thead>
<tr>
<th>MONTHLY PREMISES RENT</th>
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<tbody>
<tr>
<td>MONTHLY STORAGE LOCKER RENT</td>
<td></td>
</tr>
<tr>
<td>OTHER MONTHLY CHARGES (SPECIFY)</td>
<td></td>
</tr>
<tr>
<td>TOTAL RENT</td>
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</tbody>
</table>

The total amount set forth above is payable in advance on or before the 5th day of each and every month during said term to Owner 1712 East Maplewood Ave., Bellingham, WA 98225, or any such other place that the Owner may from time-to-time designate. Any rent unpaid by the due date is termed delinquent. Owner may, at Owner’s option, apply funds received from Resident to balances due in the following order: damage, repairs, unpaid utilities, late payment charges, notice fees, miscellaneous charges such as parking or storage rental, and past due rent, and current rent. At any time during a month-to-month tenancy, rent may be increased on 30 days written notice.
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 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 such default such as 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 a Three Day Notice to Pay Rent or Vacate immediately after the rental due date without waiting until late payment charges begin to accrue.

If for reason of non-payment of rent, Owner shall 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.

3. **DEPOSITS**: Resident agrees to pay the sum of $500.00 as a room security deposit for all purposes, including unpaid rent, damage, cleaning, late payment, utilities, keys, and other charges. Tenant’s liability is not limited by the amount of the deposit. Resident is prohibited from applying any amount of the deposit to rental or other payments owed to Owner. At the conclusion of the tenancy, Resident shall provide Owner with a single forwarding address to which the deposit accounting and any refund are to be sent. Any refund will be by a single check payable to all individual Residents and they shall apportion any refund among themselves. Owner’s itemized statement for retaining any of the deposit, together with any refund owing shall be sent to Resident’s forwarding address within 30 days after termination of this Agreement and vacation of the premises, conditioned upon Resident’s compliance with this Agreement and the following:

a) Resident shall have complied with all the conditions of this Agreement
b) Except for charges imposed pursuant to paragraph #4 hereof, Resident shall clean and restore the premises to its condition at the commencement of this tenancy as evidenced by the Property Condition Checklist, which is incorporated herein by reference, less wear and tear from normal usage. Resident agrees that soiling or staining are not wear and tear from normal usage
c) Resident shall bear the cost to replace or repair any missing or damaged property or fixtures provided by the owner.
d) Labor for cleaning and repairing the premises shall be at the rate of $40.00 per hour, excepting labor performed by parties other than Owner or agent, which shall be assessed at its actual cost.
e) Resident’s payment of any fees or charges imposed pursuant to this Agreement, including early termination charges.

Any refund from deposit will be mailed to all Residents with a single check at their last known address (or such single address as they provide for that purpose) within 30 days of vacancy of Premises.
4. **NON-REFUNDABLE CHARGES AND / OR PROCESSING FEES:** Resident agrees to pay the sum of $250.00 as a non-refundable electric wheelchair charge and $195.00, as a non-refundable charge which shall be used for apartment cleaning, shampooing rugs, which sum shall not be refundable under any circumstances. Owner may recover from Resident any costs incurred not covered by this fee.

   **Resident(s) to Initial:** __________________________________________

5. **PREPAYMENTS:** Resident has made a prepayment of last month’s rent of $_________. Resident is required to pay any difference between the prepayment and the actual last month’s rent where the rent has increased before the last month of tenancy.

6. **APPLICATIONS AND SCREENING FEES:** Application and/or screening fees paid prior to commencement of tenancy in the amount of $150.00 are non-refundable. Resident authorizes Owner to obtain supplementary credit reports at any time during and up to one year following Resident’s occupancy of the Premises at Owner’s expense. Resident warrants that they have never been convicted of nor plead guilty or no contest to a felony (whether or not resulting in a conviction) and that Residents have never been convicted of or pleaded guilty or no contest to a misdemeanor involving sexual misconduct, or a crime against a child (whether or not resulting in a conviction). Resident warrants the accuracy of all information contained on Resident’s rental application. A subsequent determination that Resident provided false or inaccurate information on the rental application is a breach of terms of this Agreement and that Owner may take legal action to terminate this Agreement in such case.

7. **TERMINATION OF TENANCIES:** Unless paragraph 1(d) governs this Agreement, any notice of termination shall be by written notice of at least thirty (30) days before the end of any monthly rental period, given by either party to the other. If Resident vacates the premises prior to the expiration hereof or without notice as required by this paragraph, Resident shall be liable for additional rent as provided for in RCW 59.18.310. Any notice of termination must provide for the vacation of the premises by all occupants unless otherwise agreed to by Owner in writing.

8. **DAMAGE:** Resident has inspected the Premises and acknowledges that they are in good condition at the commencement of this Agreement, except as otherwise indicated on the Property Condition Report (attach form as required by RCW 59.18.260). Resident shall maintain the Premises in a clean and orderly condition, including but not limited to appliances, plumbing, floor coverings, and all personal property provided by Owner, throughout the term of this Agreement and upon surrendering the premises to Owner. Resident will bear the cost of any cleaning or repair performed by Owner to restore the premises to the condition indicated on the attached Property Condition Report, except for wear resulting from ordinary use of the Premises. Resident is responsible for rent lost by Owner while performing repairs and / or cleaning because of failure to comply with the foregoing. The Property Condition Report will be used to determine the refund of deposit at the end of this tenancy. Resident understands and agrees that any damage caused by or related to cigarette / pipe / cigar smoke or any tobacco product use or use of candles, incense, oil lamp, or burning of any other product (except for proper use of Owner installed fireplaces), shall not constitute wear resulting from ordinary use of the Premises. The cost of such repair, which shall be borne by Resident, may include the following: deodorizing the Premises, cleaning of drapes and blinds, sealing and painting of walls and ceiling, repairing or replacing carpeting or padding.

9. **SMOKE DETECTION DEVICES.** It is the responsibility of the facility to maintain all smoke detection devices, including replacement of any batteries. Resident shall not tamper with, remove batteries, or otherwise disable any smoke detection devices. Any Resident failing to comply can be
fined up to $200.00 in accordance with RCW 48.40.140 / WAC 212.10.050. Resident’s initials at the end of this paragraph indicate that all smoke detection devices in the Premises are in proper working order as of the date of this Agreement.

Resident(s) to Initial: __________________________________________

10. USE / ASSIGNMENTS OR SUB-LETTING: Resident shall not use the premises for any business purpose regardless of whether such business may be authorized by local law as legal home occupation. Resident shall not assign this Agreement, sub-let the premises, give accommodations to any roomers or lodgers, or permit the premises to be used for any purpose other than as the primary full time resident for the following named persons (include all minors):

________________________________________
________________________________________
________________________________________
________________________________________

Changes in occupancy are not permitted without the prior written approval of Owner at the Owner’s sole discretion. In the event that Resident contemplates a change in occupants or marital status during the term of this Agreement, no such changes shall modify this Agreement unless Owner consents thereto and prepares a revised rental Agreement, which shall be signed by all Residents. Should Owner agree to any sublet, assignment or change in occupancy, the vacating Resident recognizes that any prepayments or refundable deposits will be assigned to the successor Residents and any refund shall be made solely to the successor residents at the termination of tenancy.

11. UTILITY CHARGES: Resident agrees to establish, use, maintain and pay without delinquency the following utilities used in or charged to the Premises during this tenancy without delinquency: [ ] electricity (included); [ ] garbage (included); [ ] sewer (included); [ ] water (included); [ ] natural gas / oil (included); [ ] cable television (included); [X] telephone, and [X] other: internet

12. DELIVERY OF PREMISES: If for any reason whatsoever Owner does not deliver possession of the premises on the commencement of the term of this Agreement, rent shall be prorated until such time as Owner tenders possession. In all other respects, this Agreement shall remain in full force and effect and the term shall not be extended. In no event shall Owner be liable to Resident for damages caused by failure to deliver possession of the premises. If possession of the premises is not tendered within ten (10) days of the commencement of the term of this Agreement, Resident may terminate this Agreement by giving written notice to Owner, and any monies paid by Resident to Owner shall be refunded to Resident.

13. PETS AND ANIMALS: Except for service animals as defined in law, Resident shall maintain no pets or animals (including mammals, reptiles, birds, fish, rodents and insects) upon the premises, nor allow visitors or guests to do so, other than: _________________________________. In consideration for the community allowing Resident to maintain such said pet Resident shall pay a $600.00 Non-Refundable Pet fee. In addition the resident will pay a $25.00 per month pet fee.

14. ATTORNEY FEES / VENUE AND JURISDICTION: As provided by law and except as otherwise prohibited, the prevailing party shall be entitled to recover its reasonable attorney fees and court costs incurred in the event any action, suit or proceeding which may be instituted to enforce the terms of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. It is agreed that venue for legal action brought to enforce the terms of this Agreement shall be in the District or Superior Court with jurisdiction over the area in which the premises are located.

Revised 10/15/09
15. NON-WAIVER OF BREACH AND SEVERABILITY: The failure of Owner to insist upon the strict performance of any term of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any of such term of Agreement, but the same shall remain in full force and effect. In the event that any one or more of provisions contained in this Agreement shall for any reason be held invalid in any respect, such provisions shall be modified to the extent necessary to make it valid and enforceable and the invalidity shall not effect any other provision of this Agreement, the balance of which shall be construed as if such invalid provision has never been contained herein.

16. WATER-HEATER: PURSUANT TO RCW 19.27, the State of Washington requires that upon occupancy, the Temperature control in an accessible domestic hot-water heater within a rental dwelling be set not higher than 120 degrees Fahrenheit. Resident acknowledges that, if accessible, Resident has inspected the hot-water heater and to the best of Resident’s knowledge does not believe it to be set higher than 120 degrees Fahrenheit.

17. LEAD WARNING STATEMENT: Housing built before 1978 may contain lead-based paint. Lead based paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlords and Owners must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

18. RENTAL PREMISES, STORAGE AND PARKING: If an apartment, the Premises consist of the interior of the apartment. Regardless of whether they are assigned for Resident’s use, all exterior access ways, decks, planting areas, patios, parking and storage spaces are common areas of the property and are not part of the Premises. Whenever Owner assigns such areas for Resident’s use, said usage is a license to use in common with Owner. Resident is licensed to use parking space ________________ and storage locker _________. All Resident’s obligations pursuant to this Agreement shall extend to said storage locker and/or parking space(s). Regardless of whether the Premises are an apartment or single family home, Resident recognizes that his / her storage of any personal property on the Premises is at his / her own risk. Resident recognizes that his / her storage of any personal property on the Premises is at his / her own risk. Resident hereby recognizes that Owner and agent are not liable for claims for damages arising out of the loss or damage to goods in storage for whatever reason outside the Landlord’s control.

19. LIABILITY: Neither Owner nor any agent shall be liable to Resident, resident’s family, agents, invitees, employees, or servants for any damages or losses to person or property caused by other residents of the property or other persons. Resident agrees to indemnify and hold harmless Owner and agent(s) from and against any and all claims for damages to property or person arising from resident’s use of the premises or from any activity, work or thing done, permitted or suffered by resident in or about the Premises. Owner or agent(s) shall not be liable for personal injury or damage or loss of resident’s personal property from theft, vandalism, fire, water, rainstorms, smoke, explosions, sonic booms, earthquake or earth movement, or other causes whatsoever unless the same is due to the sole negligence of Owner. If any of Owner or agent’s employees are requested to render any services such as moving automobiles, handling of furniture, cleaning, signing for or delivering packages, or any other service not contemplated in this Agreement, such employee shall be deemed to be the agent of Resident regardless of whether payment is arranged for such service; and Resident agrees to indemnify and hold Owner and agent(s) harmless from all loss suffered by Resident or other person in any of the aforesaid circumstances.

Revised 10/15/09
Resident understands that Owner and its legal representatives do not guarantee, warrant, or assure resident’s personal security and are limited in their ability to provide protection. Residents acknowledge that security devices or measures may fail or be thwarted by criminals or by electrical or mechanical malfunction. Therefore, Resident acknowledges that they should not rely upon the presence of such devices or measures and should protect themselves and their property as if these devices or measures did not exist. RESIDENT UNDERSTANDS THAT ANY PROTECTIVE STEPS OWNER HAS TAKEN ARE NIETHER A GUARANTEE OR A WARRANTY THAT THERE WILL BE NO CRIMINAL ACTS OR THAT RESIDENT WILL BE FREE FROM THE VIOLENT TENDENCIES OF THIRD PERSONS. RESIDENT HAS BEEN INFORMED AND UNDERSTANDS AND AGREES THAT PERSONAL SAFETY AND SECURITY ARE RESIDENT’S OWN PERSONAL RESPONSIBILITY.

Owner recommends that Resident obtain renter’s insurance to protect Resident’s personal property and to cover Resident’s liability for Resident’s negligence. Resident agrees to obtain insurance protecting the premises from loss or damage caused by Resident or Resident’s negligence and understands that any insurance that Owner maintains is not for the benefit of the Resident. Resident is responsible for all damage caused the premises as a result of negligence of resident, its guests and invitees, including but not limited to fire and glass breakage, and shall be responsible for repair and replacement thereof, regardless of whether the breakage or damage was caused voluntarily, involuntarily, or from vandalism.

20. **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 7. While the resident is away from the community, for whatever reason, they or their responsible party will be responsible for the entire rent and fees listed in Appendix A. Under no circumstances will there be rate adjustments for rent, additional services or meals.

21. **LIENS AND SALES:** Owner may encumber the premises by mortgages, deeds of trust or other financing instruments, and any such instruments so given shall be superior to the rights of resident herein. Foreclosure of any instrument shall not constitute a constructive eviction of resident and resident agrees to attorn to the purchaser at any foreclosure or sale as if this Agreement was between resident and such purchaser directly. Any sales of the Premises or of the building of which the Premises are a part shall not affect this Agreement or any of the obligations of resident hereunder, but upon such sale, the prior owner of the Property shall be released from all obligations hereunder and Resident shall look solely to the then owner of the Property for the performance of Owner’s duties hereunder after the date of such sale.

22. **GENERAL TERMS:** No oral agreements have been entered into with respect to this Agreement. This Agreement shall not be modified except by an instrument in writing signed by Owner. In the event of more than one resident, each resident is jointly and severally liable for each provision of this Agreement. Each resident states that he or she is of legal age to enter into this Agreement. All obligations hereunder are to be performed in the County and State where the Property is located. Time is of the essence of this Agreement.

23. **SEVERABILITY:** If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term hereof, then it is the intention of the parties
hereto that the remainder of the Agreement shall not be effected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Agreement, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

24. FACILITY OBLIGATIONS:
   a) Monthly rent Includes:
      1. 3 meals per day
      2. Weekly housekeeping (light housekeeping) excludes carpet shampooing, dusting or moving furniture.
      3. Indoor postal delivery
      4. Full calendar of social activities and special events
      5. In-House staff available 24 hours per day
      6. Scheduled transportation for local shopping, banking, appointments and outings.
      7. Free community laundry facilities
      8. Free parking

25. RESIDENT’S OBLIGATIONS: Resident agrees as follows:
   a) To pay all rent and other charges promptly when due or assessed, including utilities for which Resident is responsible. Resident agrees to submit to Owner upon demand, proof that any utilities, assessments or charges have been paid.
   b) To execute all revised rental agreements upon request;
   c) To maintain the temperature of the premises at such a level to prevent breakage of pipes or other damage to the premises;
   d) Not to do or keep anything in or about the premises that will increase the present insurance rate thereon. Resident agrees to reimburse Owner for any increase that might occur for violation of this rule;
   e) To properly dispose of all rubbish, garbage, and other waste at reasonable and regular intervals and to follow all recycling procedures. To assume all costs of extermination and fumigation for infestation caused by Resident; Resident agrees not to store any hazardous material including but not limited to asbestos, petroleum and petroleum byproducts, old batteries, or paint on the premises or Property.
   f) Not to intentionally or negligently destroy, deface, damage, change, repair or remove any part of the structure or dwelling, including the facilities, equipment, furniture, floor or window coverings, furnishings, locks and appliances, or permit any member of Resident’s family, invitee, licensee, or any person under Resident’s control to do so, and agrees to notify Owner of any such damage that occurs. To repair at Resident’s expense any damage to the premises caused by Resident’s acts or neglect within the time period provided by written notice from Owner requiring such repairs.
   g) Except in cases of emergency where no notice is required, to permit Owner, his or her agents, employees, or representatives to enter the Premises at reasonable times after notice as provided in the Residential Owner-Resident Act and to permit Owner to show the premises to prospective Residents.
   h) To permit the Owner to display “for rent” or “for sale” signs at any time during a tenancy.
   i) Resident understands that this tenancy shall terminate at 12:01 am on the last day of occupancy. It is Resident’s obligation to have the Premises vacant and thoroughly clean by that hour.
j) Not to install a waterbed or satellite dish without the prior written approval of Owner. If permission is granted to use a waterbed, Resident shall obtain an insurance policy to protect Owner from any damage that may be caused thereby.

k) Not to make any alterations, additions, painting or improvements to the premises, nor to change or add additional locks, nor change or add telephone or cable T.V. jacks, nor to install any wires, cables or aerials for radio or television purposes on the roof or other arts of the building without the prior written approval of Owner. In the event such consent is given, all such alterations or additions shall be made at the sole expense of Resident and shall become the property of the Owner and remain in and be surrendered with the premises upon vacancy, unless the consent given requires the removal of the improvement and restoration of the premises and the Property. Resident is responsible for any damage caused by the use of tacks, nails, or adhesives on walls or woodwork. Tenants may install satellite dishes only when consistent with our Addendum Regarding Installation of Satellite Dishes.

l) To notify Owner immediately in writing of any necessary repairs or damage to the premises such as leaking pipes, toilets, faucets, etc.

m) To comply with all laws and ordinances and the directions of all proper officers in relation thereto; with special emphasis placed on the Owner’s prohibition on the use of the Premises for prostitution, drug manufacture / use / possession / sale, any felony or misdemeanor or any other illegal use. Resident shall keep the premises free of illegal drugs, nor use the same on the Premises. Residents agree not to abuse any drugs, whether legal or illegal, or alcohol in a manner that will either disturb the peace or quiet enjoyment of other residents or endanger the health, safety, or well-being of any resident, family member, guest or invitee resident at the Property or adjacent properties. Resident, family members or guests shall not engage in gang related activity on or about the Premises.

n) To have no garage, yard or other sales on the Premises or Property, nor to give lessons or tutoring or to have guests visit for any commercial purpose without Owner’s written consent.

o) Not to permit any person to occupy the Premises other than those persons identified in paragraph 10. Guests of Resident staying a maximum of 2 days are permitted within any given 4 week period and do not require authorization by Owner. All unauthorized occupants shall, in addition to any other remedy, result in imposition of a per day charge of $50.00.

p) If applicable, the laundry room shall be cleaned by resident after each use. Laundry facilities shall not be used by non-Residents or for commercial purposes. The laundry and its facilities shall be used only for washing and drying of the usual personal and household articles. No cleaning with inflammable materials or dyeing of clothes in washing machines is permitted.

q) Not to throw anything from windows and/or balconies.

r) Not to store bicycles or other personal effects in common areas such as halls, stairways, elevator, laundry rooms, public areas, or areas of the dwelling such as decks or hallways which are open to public view, unless such item has been specifically approved by Owner.

s) Except otherwise permitted by law, to display no signs or placards on or about the Premises or Property.

t) Resident, family and guests shall have due regard for the peace and enjoyment of other Residents in the Building. The level of noise created by any Resident, within or outside any unit, whether it originates from television, stereo, conversation or any other source must be such that it cannot be heard in any other Resident’s unit between the hours of 7:00 pm. and 9:00 am.

u) To keep the Premises and Common areas such as parking spaces, patio and/or lanai, and storage area, including furnishings, appliances, floor coverings, and draperies in good order, and in a clean and sanitary condition.

v) To conform to the rules and regulations adopted by Owner that supplement this Agreement, as the same may be amended by Owner upon 30 days’ written notice. Nothing herein shall
be interpreted as authorizing Landlord to increase the rent unless the effective date thereof is at the conclusion of a term lease or as otherwise provided on 30 days’ notice pursuant to RCW 559.18.140.

w) Resident shall maintain liability insurance and licenses upon all motor vehicles brought onto the Property and shall provide Owner proof upon request.

x) Residents shall not block open or provide access through any security doors, nor shall Resident disable any security devices on the Premises.

y) Resident shall not disconnect or relocate within the dwelling any owner supplied appliance without owner’s written consent.

z) To notify and deliver to management any legal notice received from any person or governmental agency that relates to the Property.

aa) Resident shall reimburse Owner promptly in the amount of the loss, property damage, or cost of repairs or service (including plumbing trouble) caused by negligence or improper use by Resident, their invitees, family or guests. Residents shall be responsible for any damage resulting from windows or doors left open. Such reimbursement shall be due immediately upon demand by owner. Owner’s failure or delay in demanding damage reimbursements; late payment charges, returned check charges or other sums due from Resident shall not be deemed a waiver thereof; and Owner may demand the same at any time.

26. DAMAGE OR DESTRUCTION OF PREMISES / PROPERTY: In the event of damage to the Premises or Property by fire, water or other hazard, and the damages are such that Resident’s occupancy cannot be continued, Owner shall make such repairs as needed with reasonable promptness and rent shall NOT abate during the period of such repairs. If in Owner’s opinion, the Premises or Property are so damaged as to be unfit for occupancy, and Owner elects to make such repairs, the rent provided for herein shall abate during the period of time the Premises are not occupied by Resident, but in all other respects the terms and provisions hereof shall continue in full force and effect. In the event that the Premises or the Property are so damaged or destroyed as to be, in the sole opinion of Owner, incapable of being satisfactorily repaired, then this Agreement shall terminate and Resident shall immediately vacate. In such cases, Resident shall pay rent up to the day Resident vacates the Premises.

27. SUMMARY OF FUNDS RECEIVED AND DUE:

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<tr>
<th>Item</th>
<th>Charge</th>
<th>Payment Received</th>
<th>Balance Owing</th>
<th>Due Date for Unpaid Amounts</th>
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<tbody>
<tr>
<td>First Month’s Rent</td>
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<tr>
<td>Last Month’s Rent (If applicable)</td>
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<td>Non-Refundable Fees</td>
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<tr>
<td>Refundable Security Deposit</td>
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<td>Other Payments (Describe)</td>
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<td>Total:</td>
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28. **ADDENDUM AND ATTACHMENTS; RESIDENT’S INITIALS ACKNOWLEDGEMENT RECEIPT**

A. ____________________ Appendix A – Room Rents and Additional Charges
B. ____________________ Appendix B – Condition of Resident’s Unit
C. ____________________ Appendix C – Arbitration Agreement
D. ____________________ Appendix D – Addendum to Rental Agreements- Specials
E. ____________________ Appendix E – General Information
F. ____________________ Appendix F – Pet Policy

29. **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.
SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

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 27 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)
Appendix A

WOODWAY SENIOR LIVING CHARGES

Independent Living Charges

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<thead>
<tr>
<th>Studio Rooms:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard</td>
<td>$1450 / Month</td>
</tr>
<tr>
<td>Deluxe</td>
<td>$1695 / Month</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(2 total Studio Rooms)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Deluxe Studio Rooms</td>
<td></td>
</tr>
<tr>
<td>(4 total Deluxe Studio Rooms)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1 Bedroom Units:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Bed</td>
<td>$1895 / Month</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(10 total 1 bed rooms)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2 Bedroom Units:</td>
<td></td>
</tr>
<tr>
<td>2 Bed</td>
<td>$2395 / Month</td>
</tr>
</tbody>
</table>

| (4 total 2 bed rooms)         |       |

| 2nd Occupant                  | $425.00 |

ADDITIONAL SERVICES NOT COVERED IN THE MONTHLY RENT

<table>
<thead>
<tr>
<th>Service</th>
<th>Charge</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone</td>
<td>N/A</td>
<td>(Resident Responsibility to set up)</td>
</tr>
<tr>
<td>Application Fee</td>
<td>$150.00</td>
<td>Non-Refundable</td>
</tr>
<tr>
<td>Cleaning Deposit</td>
<td>$195.00</td>
<td>Non-Refundable</td>
</tr>
<tr>
<td>Room Security Deposit</td>
<td>$500.00</td>
<td>Refundable at Discharge</td>
</tr>
<tr>
<td>Pet Deposit</td>
<td>$600.00</td>
<td>Non-Refundable</td>
</tr>
<tr>
<td>Pet Fee</td>
<td>$25.00</td>
<td>Monthly Charge</td>
</tr>
<tr>
<td>Key Deposit</td>
<td>$5.00</td>
<td>Non-Refundable</td>
</tr>
<tr>
<td>Electric Wheelchair Deposit</td>
<td>$250.00</td>
<td>Non-Refundable</td>
</tr>
<tr>
<td>Waiting List Deposit</td>
<td>$100.00</td>
<td>Applied towards Security Deposit</td>
</tr>
<tr>
<td>Key (Lost/Additional)</td>
<td>$5.00</td>
<td>Per Key</td>
</tr>
<tr>
<td>Guest Meals</td>
<td>$7.50</td>
<td>Per meal</td>
</tr>
<tr>
<td>Tray Service</td>
<td>$7.50</td>
<td>Per day</td>
</tr>
<tr>
<td>Carpet shampooing</td>
<td>$150.00</td>
<td>Per occasion required annually</td>
</tr>
<tr>
<td>Personal Laundry</td>
<td>$20.00</td>
<td>Per load</td>
</tr>
<tr>
<td>Medication Delivery</td>
<td>$5.00</td>
<td>Per request</td>
</tr>
<tr>
<td>Call System Calls</td>
<td>$25.00</td>
<td>Per call</td>
</tr>
<tr>
<td>Daily Bed Making</td>
<td>$150.00</td>
<td>Monthly (Includes tipping and Washing sheets weekly)</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$10.00</td>
<td>Per 15 minutes staff time (does not include general housekeeping maint.)</td>
</tr>
</tbody>
</table>
APPENDIX B

CONDITION OF RESIDENT’S UNIT

I have inspected the unit described above and agree that the above description accurately reflects the current condition of the unit.

____________________________________________________________________  _________________
(Resident’s signature)  (Date)

____________________________________________________________________  _________________
(Signature of Resident’s representative, if applicable)  (Date)

____________________________________________________________________  _________________
(Signature of Facility representative)  (Date)
APPENDIX C

RESIDENT AND FACILITY ARBITRATION AGREEMENT – READ CAREFULLY

It is understood and agreed by ________________________________ (the “Facility”) and ____________________ ________________________________ (“Resident” or “Resident’s Authorized Representative”, hereinafter collectively the “Resident”) that any legal dispute controversy, demand or claim (hereinafter collectively referred to as “claim” or “claims”) that arises out of or relates to the Resident Admission Agreement or any service or health care provided by the Facility to the Resident, shall be resolved exclusively by binding arbitration to be conducted at a place agreed upon by the parties, or in the absence of such agreement, at the Facility, in accordance with the American Health Lawyers Association (“AHLA”) Alternative Dispute Resolution Services Rules of Procedure for Arbitration which are hereby incorporated into this agreement, * and not by a lawsuit or resort to court process except to the extent that applicable state or federal law provides for judicial review of arbitration proceedings or the judicial enforcement of arbitration awards.

This agreement to arbitrate includes, but is not limited to, any claim for payment, nonpayment or refund for services rendered to the Resident by the Facility, violations of any right granted to the Resident by law or by the Resident Admission Agreement, breach of contract, fraud or misrepresentation, negligence, gross negligence, malpractice, or any other claim based on any departure from accepted standards of medical or health care or safety whether sounding in tort or in contract. However, this agreement to arbitrate shall not limit the Resident’s right to file a grievance or complaint, formal or informal, with the Facility or any appropriate state or federal agency.

The parties agree that damages awarded, in an arbitration conducted pursuant to this Arbitration Agreement shall be determined in accordance with the provisions of the state or federal law applicable to a comparable civil action, including any prerequisites to, credit against or limitations on, such damages.

It is the intention of the parties to this Arbitration Agreement that it shall inure to the benefit of and bind the parties, their successors and assigns, including the agents, employees and servants of the Facility, and all persons who claim is derived through or on behalf of the Resident, including that of any parent, spouse, child, guardian, executor, administrator, legal representative, or heir of the Resident.

All claims based in whole or in part on the same incident, transaction, or related course of care or services provided by the Facility to the Resident, shall be arbitrated in one proceeding. A claim shall be waived and forever barred if it arose prior to the date upon which notice of arbitration is given to the Facility or received by the Resident, and is not presented in the arbitration proceeding.

The parties understand and agree that by entering this Arbitration Agreement they are giving up and waiving their constitutional right to have any claim decided in a court of law before a judge and a jury.

The Resident understands that (1) he/she has the right to seek legal counsel concerning this agreement, (2) the execution of this Arbitration is not a precondition to the furnishing of services to the Resident by the Facility, and (3) this Arbitration Agreement may be rescinded by written notice to the Facility from the Resident within 30 days of signature. If not rescinded within 30 days, this Arbitration Agreement shall remain in effect for all care and services subsequently rendered at the Facility, even if such care and services are rendered following the Resident’s discharge and readmission to the Facility.

Resident/Representative Signature     Date    Facility’s Authorized Agent          Date

Resident/Representative Printed Name    Facility’s Authorized Agent Printed Name

*Information regarding AHLA and/or its arbitration and rules is available at: American Health Lawyers Association, 1025Connecticut Avenue NW, Suite 600, Washington, DC 20036-56405, Phone: (202) 833-1000/Fax: (202) 833-1105, www.healthlawyers.org; or American Health Lawyers Association, Alternative Dispute Resolution Service, 1666 Connecticut Avenue, NW, Suite 500, Washington, DC 20009, Phone: (202) 387-4176/Fax (202 478-5155, e-mail: adr@healthlawyers.org

Revised 10/15/09
APPENDIX D

Addendum to Rental Agreements- Specials

The Resident and Manager have entered into a Rental Agreement to which this Addendum is attached. The following special arrangements are hereby made part of the Agreement:

____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________

Dated this ________ day of_____________, 20__

Apartment #_________

Resident/Representative Signature: ____________________________________________

Manager Signature: ___________________________________________________________
APPENDIX E

GENERAL INFORMATION

Mission Statement
Our mission everyday is to provide the best possible quality of life to our residents and to treat them, our staff, and the community like family.

Business Office:
The Business Office is located in the main entrance. Office hours are from 9:00 a.m. to 5:00 p.m., Monday through Friday.

Cost of Community:
The monthly charge for each room varies according to the size of the room and the additional services that are requested. Please see Appendix A for these prices.

The monthly rate is not limited to but will include the following:
- 24-hour staff.
- Three meals a day served in the dining room.
- Weekly limited housekeeping service.
- Emergency call system in every room
- Scheduled Activities
- Scheduled Transportation

Accounts and Statements:
Statements are prepared the last week of the month and payment is due on or before the 5th. If rent is not received on or before the 5th, a $300 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.

Leaving the Facility:
If a resident plans to be gone from the facility, please note the date and time of departure and the time of return in the sign out book at the caregiver’s desk.

Beauty Salon:
The facility’s beauty salon offers a wide range of services and is open Monday through Friday. Payment is due at time of service to the Beauty Salon.

Telephone Service:
The resident is responsible for arranging telephone service with an outside provider. The business office is available to assist residents with setting up their own account.

Cable Service:
Cable service is included in the monthly bill.

Newspaper:
Arrangements to have the daily paper delivered can be made by calling the Bellingham Herald. Newspapers are delivered every morning to the room door.

Revised 10/15/09
Smoking:
No one will be permitted to smoke within the facility, as we maintain a non-smoking policy.

Firearms, Ammunition and Weapons:
The Facility strictly prohibits resident’s possession of firearms, ammunitions and or weapons within the facility. If firearms, ammunitions and/or weapons are discovered in a resident’s environment they will be asked to immediately surrender them to The Facility staff who will keep them in a secure place until they can be taken off of the facility property by the resident’s family, friends or responsible party.

Decorations:
Each apartment (inside) may be decorated according to each residents’ preference excluding the outside of the door. Doors may have a wreath or other simple decorations but will be limited to one simple decoration. All items made during an activity must be showcased inside apartments only.

Activities:
The purpose of the Activities Program is to provide activities for recreation and leisure. The goal of the facility’s activity program is to maximize the quality of life of each resident. This program is designed to meet the interests and physical, mental, and social well being of each resident. A calendar of scheduled activities for the month is posted near the caregiver’s station.

Regular activities are scheduled. These activities include: Movies, Bingo, social hour, special outings, games, exercise, musical entertainment, and arts and crafts.

Residents are encouraged to voice concerns or make suggestions concerning life at the facility through the Residents’ Council that meets monthly. Administration will assist in resolution of any problems voiced at the Resident Council.

Please check your monthly activity calendar for specific dates and times of scheduled activities. Families and friends are welcome to participate. For further information, please feel free to contact the Activity Director.

Housekeeping:
The facility’s Housekeeping staff maintains a pleasant, healthful environment for residents, visitors, and staff. Limited housekeeping services are provided in Resident rooms weekly. Additional housekeeping services may be added for an additional fee. Bed linens, shower curtain, bath mat, toilet paper, trash liners, and towels are not provided and are the responsibility of the resident.

Maintenance:
The grounds, building, and equipment are kept in good condition by the facility’s maintenance director. Changing of light bulbs and plumbing repair is provided at no additional cost to the resident. Additional maintenance fees of $10 per minutes of staff time will be assessed for any maintenance performed that is not deemed necessary for the standard upkeep of the room (for example; hanging shelves, moving furniture, putting together furniture, etc.)
FOOD SERVICE DEPARTMENT

**Meal Times:**
- Breakfast 7:30 a.m.
- Dinner 11:45 p.m.
- Supper 4:30 p.m.

**Diets:** The facility offers a regular diet. If a resident is Diabetic, they will be served a sugar free dessert.

**Menus:** Menus are planned by the Kitchen Manager. Extra helpings of food and substitutions will be served upon request. Snacks, coffee, and juice are also available.

**Guest Meals:** Guest meals are available with a 24-hour advance notice. The cost for guest meals is $7.50. The cost can be paid at mealtime or added to the monthly bill.

**Dining Room:** Three meals each day are provided in the dining room. Staff will assist residents in placing their walkers so that walkways, doors, etc. are not obstructed.

**Dining Out:** Please notify the Business Office or caregiver staff if you will be out of the facility for a meal.
APPENDIX F

Pet Policy

Resident Name: ________________________________  Apt. Number __________________
Facility _______________________________________  Date _________________________

We understand the importance of a pet for many residents. We also recognize the importance of appropriate guidelines and rules to protect the quality of life for other residents as well as the pet involved.

1. The Executive Director will determine the appropriateness of the apartment size and location for a specific pet.
2. The Executive Director may direct that the pet not be in any part of the building or common areas other than the resident’s apartments. The resident and Executive Director will agree on the most appropriate route for taking the pet in and out of the building.
3. The resident may not keep exotic pets.
4. A pet may not disturb any other resident, staff or neighbors with noise, odor or behavior.
5. Resident will pay a one-time $600.00 non-refundable pet fee.
6. In addition to the monthly rent, resident will pay a monthly fee of $25.00
7. Executive Director has the right to refuse any pet.
8. Pets must be licensed as required by local authorities.
9. Evidence of current vaccinations, spaying and neutering may be required. Appropriate pest (flea) control must be maintained.
10. The resident is responsible for proper pet care including food, water, exercise, grooming and waste disposal. If the resident is unable to properly care for his/her pet the facility staff will not be responsible for the care of any pet, and will require the pet to be removed from the premises.
11. Pets visiting a resident are subject to the same policies as resident pets. Prior arrangements should be made through the Executive Director.
12. Should the pet become a threat to the resident, staff or visitors, or develop health problems such as but not limited to incontinence, the Executive Director may require that the pet be removed from the premises within 48 hours. In the event of an emergency, the Executive Director may require and arrange for the pet’s immediate removal at the resident’s expense.

This policy may not apply to a guide dog or service dog.

Resident ________________________________  Date _________________________
Exec. Dir./Designee _______________________  Date _________________________