INDEPENDENT LIVING AGREEMENT (WA)

THIS AGREEMENT made this _____ day of _____________________, 20___, between

(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______________________________, in the city of ____________________, WA. (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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<tr>
<td>OTHER MONTHLY CHARGES (SPECIFY)</td>
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<tr>
<td>MONTHLY STORAGE LOCKER RENT</td>
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<tr>
<td>TOTAL RENT</td>
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</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 at ____________________________, 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. **DEPOSIT:** Resident agrees to pay the sum of $500.00 as a 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 $350.00, 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:** a 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 for any reason, including death or movement to an ALF not owned by Ageia Health Services, Resident vacates the premises prior to the expiration hereof or without notice as required by this paragraph; Resident shall be liable for 30 days of additional rent as provided for in RCW 59.18.310. In the event of death, the 30 day notice period will commence on the day of death and the Residents’ estate will be responsible for payment. 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 Apartment Inspection 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 indicates 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;  
- [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 pro-rated 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:

Initial:_______   Ageia Health Services   Revised April, 2014
In consideration for the community allowing Resident to maintain such said pet, Resident shall pay a $500.00 Non-Refundable Pet fee. In addition, there will be a $25.00 pet fee charged each month.

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.

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 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 consists 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 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.

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 Addendum 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 parts 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.

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 can 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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<tr>
<td>First Month’s Rent</td>
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<td>Last Month’s Rent</td>
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<td>Non-Refundable Fees</td>
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<td>Refundable Security Deposit</td>
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<td>Other Payments</td>
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28. ADDENDA AND ATTACHMENTS; RESIDENT’S INITIALS ACKNOWLEDGE RECEIPT, EXCEPT WHERE SIGNATURE REQUIRED NOTED

| Initial: ____________ | Addendum A – Room Rates and Charges |
| Initial: ____________ | Addendum B – General Information   |
| Initial: ____________ | Addendum C – Pet Policy            |
| Signature Required    | Addendum D – Apartment Inspection Report |
| Signature Required    | Addendum E – Arbitration Agreement |
| Signature Required    | Addendum F – Addendum to Rental Agreements-Specials |
| Initial: ____________ | 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 |
| Signature Required    | 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  |
| Signature Required    | Addendum N – Lead Paint Disclosure (Southtowne Only) |

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.

Initial:__________  Ageia Health Services  Revised April, 2014
30. SUCCESSORS AND ASSIGNS: 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.

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.

________________________________________  (Signature of Financially Responsible Resident’s Representative)

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 Facility Representative)

________________________________________  (Signature of Resident’s Representative, if applicable)

________________________________________  (Date)

________________________________________  (Date)

________________________________________  (Signature of Resident’s Signature)

________________________________________  (Date)