
**COMMONWEALTH SENIOR LIVING
AT CHARLOTTESVILLE
INDEPENDENT LIVING RESIDENCY AGREEMENT**

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INDEPENDENT LIVING RESIDENCY AGREEMENT

This Independent Living Residency ("Agreement") is made between Osprey/Pantops Place LLC ("we," "us," or "our"), and Diane Franklin ("you" or "Resident") and Jacqueline Carney (Resident's "Responsible Party", if any). (If more than one person is signing this Agreement, the terms "you" or "Resident" refer to each of you individually and to both of you together.)

We own Commonwealth Senior Living at Charlottesville (the "Community"), a residential community for seniors, located at 1550 Pantops Mountain Place, Charlottesville, Virginia 22911. The Community consists of both unlicensed residential apartments (Independent Living) and a licensed assisted living component. The Community is operated on a non-discriminatory basis and affords equal treatment and access to services to eligible persons (age 55 and over) regardless of race, color, religion, creed, gender, national origin, ancestry, or sexual orientation.

You have applied to receive accommodations and services in the unlicensed portion of the Community and we have accepted your application. The purpose of this Agreement is to provide a statement of the accommodations and services that we will furnish to you at the Community, and the other legal obligations that we will assume. This Agreement also sets forth your legal obligations to us, both financial and non-financial.

I. SERVICES

A. BASIC SERVICES AND AMENITIES

You will be provided the following basic services and amenities at the Community, subject to the terms of this Agreement. These services and amenities are included in your Monthly Rate unless otherwise indicated.

1. LIVING ACCOMMODATIONS

a. **Residence.** You have chosen to live in Apartment 111 (your "Apartment"). You may live in your Apartment on a month-to-month basis, subject to the terms of this Agreement and to the general rules and regulations of the Community contained in

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the Resident Handbook, as it now exists and as it may later be amended (**Appendix B**). The Resident Handbook is incorporated by reference in this Agreement and made an express part of it.

b. **Utilities.** Your Apartment will be furnished with basic cable television, water, electricity, garbage removal, heat and air conditioning. You will be responsible for telephone and any additional cable television services, which will be billed directly to you by the responsible company.

c. **Furnishings.** Your Apartment comes equipped with kitchen appliances and floor and window coverings. You may furnish your Apartment with your own furniture. You are also free to use your appliances and special equipment, provided that the Community's safety standards are met. We reserve the right to limit the number and type of furnishings and appliances in your Apartment if they present a safety hazard.

d. **Maintenance and Repairs.** We will perform all necessary maintenance and repairs of the Apartment at our expense. However, you will be responsible for reimbursing us for any repairs not caused by normal wear and tear.

e. **Alterations.** Any physical alteration to the Apartment requires the prior written approval of the Executive Director of the Community (the "Executive Director"), and shall be made at your own expense. If you obtain such approval, you will be responsible for restoring the original décor when the Apartment is vacated, unless we specifically exempt you from this requirement in writing.

f. **Common Facilities.** You will be entitled to share with all other residents of the Community the use of the common areas, including the main dining room, lounge areas, library, beauty/barber shop, and multi-purpose room and recreation rooms. We may change or reconfigure common spaces in the future at our discretion.

2. LAUNDRY

Laundry equipment is available in each Independent Living apartment. Personal laundry services are available for an additional fee, as set forth in **Appendix A**. You shall be responsible for your personal dry cleaning.

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3. HOUSEKEEPING

We will provide bi-weekly (every other week) housekeeping services in your Apartment as described in the Resident Handbook. You agree to keep your Apartment in a clean and sanitary condition. If you fail to do so, you understand that we may provide additional housekeeping services for your Apartment, and you shall agree to pay for such services, as we reasonably deem necessary. We provide additional housekeeping services beyond the standard bi-weekly services for an additional fee, as described **Appendix A**.

4. PERSONAL SUPPLIES

You shall provide your own supplies for personal care and hygiene.

5. MEALS

a. **Dining Room.** We will offer three (3) nutritionally balanced meals per day, served in the main dining room. A continental breakfast and a choice of lunch or dinner are included in your Rate. Additional meals are available for purchase, as outlined in **Appendix A**. We will also accommodate certain special diets, if prescribed by your physician as a medical necessity. Additional charges for special diets may apply, as outlined in **Appendix A**.

b. **Tray Service.** We will provide tray service to your Apartment as set forth in **Appendix A**.

c. **Guests.** You may invite guests to any meal, but we request at least two (2) hours advance notice so that proper accommodations can be made. There will be a fee for guest meals as provided in **Appendix A**.

6. PLANNED ACTIVITIES

We offer a program of recreational, educational, and cultural activities, both at and away from the Community. A monthly activities calendar will be posted. You are welcome to participate in such activities as desired. It is your responsibility to determine the activities and programs that are appropriate for you. There may be an extra charge for some of the activities we offer, including, but not limited to, charges for special supplies, activities provided by an outside vendor, or activities away from the Community. The Community is not

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responsible for harm, injury or loss sustained during the Resident's involvement in such activities, unless caused by negligent or intentional misconduct of the Community.

7. TRANSPORTATION

We will make available to residents scheduled unescorted transportation for shopping, medical and dental appointments, other errands, and planned social events. There is no charge for this scheduled transportation.

8. EMERGENCY RESPONSE AND FIRE PROTECTION

Your Apartment is equipped with an emergency call system, smoke detector, and sprinkler system. The call system is monitored 24 hours per day to alert staff to emergencies and illnesses. When a member of the staff at the Community determines that an emergency exists, staff will call 911.

9. GUESTS

We encourage family visits and communication. Your guests are welcome to visit and participate in appropriate activities at the Community, if you so desire, provided they respect the rights of other residents and staff and abide by our visitor and guest policies, including reasonable limitations on the length of stay and frequency of visits. You will be responsible for assuring that your guests abide by these rules and are not disruptive. All guests must register at the front desk when entering the Community. We reserve the right to remove or deny entry to the Community to any guest who we determine is disruptive or dangerous.

B. OPTIONAL SERVICES

We will make several optional services available to you at an extra charge, to be billed on a monthly basis as described in the Resident Handbook. The current fees for optional services at the Community are set forth in **Appendix A**, and are subject to change as provided in Section II.B.3 below.

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C. EXCLUDED SERVICES

We shall not be responsible for furnishing or paying for any of your assisted living (personal care) nursing, or health care needs, including but not limited to acute care; assistance with the tasks of daily living; the services of private duty aides, physicians, and nurses; medications; and other items and services that may require a license to provide.

II. TERMS AND OBLIGATIONS

A. TERM OF AGREEMENT

The term of this Agreement shall be month-to-month, unless and until it is terminated as set forth in this Agreement.

B. FEES

1. COMMUNITY FEE

You shall pay a non-refundable Community Fee of one thousand five hundred dollars (\$1,500.00) prior to move-in to the Community. This fee is used to support the costs of various programs and services at the Community, such as activities and restaurant-style dining. The fee is also used to help us maintain the physical plant and to attract and retain qualified and well-trained staff. The Community Fee is not an application fee, screening or processing fee, security deposit, or rental payment for a dwelling.

2. MONTHLY RATE

Your initial Monthly Rate for single occupancy of your Apartment under this Agreement is three thousand two hundred fifty dollars (\$3,250.00). The initial Monthly Rate for a second resident residing in your Apartment is 0 dollars (\$0). The fees that you owe in accordance with your Monthly Rate are payable in advance by the first (1st) day of each calendar month, and are considered delinquent if not received by the eleventh (11th) day of the month. Your right to occupy and use the Apartment and to receive services at the Community is contingent upon timely payment of your Monthly Rate and all other applicable charges and fees under this Agreement. If two residents

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occupy your Apartment and it reverts to single occupancy, the remaining resident shall pay the then current Monthly Rate for single occupancy.

3. ADJUSTMENTS TO FEES OR SERVICES

We shall give thirty (30) days' prior written notice to you of any change in the Monthly Rate, services, or in the charges for optional services.

4. FAILURE TO MAKE PAYMENTS

You will be required to make all payments due to us in a timely manner and otherwise fulfill your financial obligations to us. Payment shall be made at the Community's Business Office or such other location as determined by the Community. If you fail to make payments on time, we will impose a late payment fee of two percent (2%) of the current outstanding balance each month. You will receive a monthly statement that itemizes any fees or charges that you have incurred. You shall pay a service charge of \$50.00 for each returned check not honored by your bank.

C. TRANSFERS FROM APARTMENT

1. YOUR CAPACITY FOR RESIDENTIAL APARTMENT LIVING

The portion of the Community in which you reside ("Residential Housing") consists of residential apartments with convenience services designed for persons who are capable of providing for their own health care and personal care needs. The Residential Housing portion of the Community is not licensed to offer and does not offer assistance with medications, bathing, dressing, mobility needs, supervision, monitoring of your health or safety, or other personal care activities. It is your responsibility to provide for your own health care and personal care needs so long as you reside in Residential Housing. You represent to us that you are capable of providing for your own health care and personal care needs and will provide for all such needs for as long as you reside in Residential Housing. If you utilize any private duty caregivers or companions while you reside in the Residential Housing, you agree to comply with the Community's Private Duty Aide Policy (See Section II.G.4 below).

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2. TRANSFER DUE TO CARE NEEDS

If at any time you become incapable of providing or fail to provide for your health care or personal care needs, or if you develop a physical or mental condition that creates a danger to yourself or others, you agree to move promptly out of your Apartment and into the Assisted Living Facility operated by us at the Community, or to an appropriate outside accommodation of your choice. Any determination that you are required to move for the reasons set forth in this paragraph shall be made in the sole judgment of the Community's Executive Director.

3. VOLUNTARY APARTMENT CHANGE

Your request for a change of apartment may be granted at our discretion. You will pay the then-applicable Monthly Rate for the new apartment beginning on your first day of occupancy. If you move on a day other than the first day of the month, any difference in rates between your current Apartment and the new apartment will be credited or debited to your account, as applicable, on a pro rata basis. You will be responsible for all costs associated with the move.

4. SUBSTITUTION OF APARTMENT

We may need to substitute your Apartment with another apartment to comply with any law or lawful order of any authorized public official, or for any other reasonable purpose, as determined by us. If this occurs, we shall make reasonable efforts to substitute your Apartment with a reasonably comparable one. You agree to pay the Monthly Rate applicable to the new Apartment.

D. TERMINATION

1. TERMINATION BY RESIDENT

a. Upon Thirty (30) Days' Written Notice. You may terminate this Agreement at any time, with or without cause, by giving us thirty (30) days' prior written notice of termination. You need not cite a specific reason for the termination. You will continue to be

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responsible for your Monthly Rate until the thirty (30) day notice period has expired or you have vacated your Apartment as described in Section II.D.6 below, whichever occurs later.

b. Opportunity to Remedy. If we fail to comply with this Agreement, or breach a legal duty that materially affects health and safety, and you provide us with written notice of such breach, we shall have twenty-one (21) days to remedy any identified noncompliance. If we fail to remedy the noncompliance within the twenty-one (21) day period, you may terminate this Agreement upon a date not less than thirty (30) days after we receive the notice.

c. Upon Fourteen (14) Days' Written Notice. If your Apartment is damaged or destroyed by fire or casualty to an extent that your enjoyment of your Apartment is substantially impaired, or required repairs can only be accomplished if you vacate the Apartment, you may terminate this Agreement by vacating the Apartment and providing written notice of your intention to terminate the Agreement to us within fourteen (14) days.

2. TERMINATION BY US

a. Upon Thirty (30) Days' Written Notice. We may terminate this Agreement at any time upon thirty (30) days' written notice to you, if any of the following events occur:

- (i) You use the Residence for an unlawful purpose;
- (ii) You breach any other material covenant of this Agreement, including, but not limited to, your failure to comply with the most current version of the rules and regulations contained in the House Rules as amended from time to time, or any other rules or policies of the Community;
- (iii) Your unmet care needs warrant a transfer as described in Section II.C;
- (iv) You acquire a condition or engage in conduct that interferes with or jeopardizes the health, safety, and/or peaceful lodging of any other individual at the Community or interferes with the performance of Community staff members' duties;

(v) You engage in conduct constituting a nuisance, illegal use of the premises, or waste;

(vi) You materially damage the Residence and/or property of the Community; or

(vii) Your Apartment is damaged or destroyed by fire or casualty to an extent that your enjoyment of your Apartment is substantially impaired and required repairs can only be accomplished if you vacate your Apartment.

b. **Upon Five (5) Days' Written Notice.** We may terminate this Agreement upon five (5) days' written notice if: (1) you fail to pay the fees that you owe in accordance with your Monthly Rate within ten (10) days of the due date; (2) we provide you written notice notifying you of your nonpayment, and our intent to terminate this Agreement if you do not pay the fees that you owe in accordance with your Monthly Rate within five (5) days of the written notice; and (3) you fail to pay the fees that you owe in accordance with your Monthly Rate within five (5) days of the written notice.

c. **Right to Remedy Certain Types of Non-compliance.** If we provide you with a thirty (30) day notice to terminate this Agreement under Section II.D.2.a above and the reason for termination involves something that you can correct, you shall have twenty-one (21) days to remedy any identified noncompliance. If you fail to remedy the noncompliance within the twenty-one (21) day period, we may terminate this Agreement upon a date not less than thirty (30) days after you receive the notice.

3. DEATH OF RESIDENT

This Agreement will immediately terminate upon your death.

4. COUPLES

If there are two residents under this Agreement, and one dies or permanently vacates your Apartment, this Agreement shall continue in full force and effect with respect to the remaining resident, and the current Monthly Rate applicable to single occupancy of your Apartment shall apply to the remaining resident.

5. VACATING APARTMENT

Upon any termination of this Agreement, you or your estate agree to vacate and remove all your property from your Apartment and restore it to its original clean condition, excluding normal wear and tear. You or your estate shall remain liable for payment of the Monthly Rate until the effective termination date or until your Apartment is vacated, all of your property is removed from it, and it is restored to its original clean condition (except for normal wear and tear), whichever occurs later. If you or your estate fails to remove your personal property from the Apartment after the effective date of termination, we will provide you (or your estate) a written notice that sets forth your rights regarding abandoned personal property. We shall have the right to charge a reasonable storage fee and/or dispose of any such property in accordance with Virginia law. Storage fee is currently set at \$40.00 per month.

6. REFUND

Within thirty (30) calendar days after your Apartment has been vacated in accordance with Section II.D.6 above, we shall refund to you or your estate any amounts that we owe to you minus any expense we have incurred to store your personal property (see Section II.D.5) and clean your Apartment (beyond normal wear and tear). If the sum you owe us exceeds the unused portion of your final Monthly Rate, we will bill you or your estate for the difference.

7. SURVIVAL OF PROVISIONS

Sections II.D.6 and 7 of this Agreement shall survive the termination of this Agreement.

E. USE AND MAINTENANCE OF PREMISES

1. USE OF PREMISES

You agree to use and occupy your Apartment solely as your residence and to maintain it in a clean and orderly manner and in compliance with all applicable governmental requirements, including all public and health and police regulations, to the full extent permitted by law. You agree not to: permit another person to reside in your Apartment without our prior approval; use or operate any equipment or machinery or engage in any conduct that is harmful to

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your Apartment, the Community, residents, staff, or us, or is disturbing to other residents; engage in any commercial activity at the Community; employ any person in or about your Apartment whose employment may create a liability on our part; or hire any of our employees to perform any services at the Community without our consent.

2. CONDITION OF PREMISES

You acknowledge that we have made no representations regarding the condition or state of repair of your Apartment except as expressly set forth in this Agreement. You agree not to cause or permit any waste, misuse or neglect of your Apartment and to pay for any damages so caused.

3. RIGHT OF ENTRY

You agree to permit our authorized employees or agents to enter your Apartment to perform the services described in this Agreement or other necessary services, respond to emergencies, make necessary or agreed-upon repairs and improvements, and to show the Apartment to prospective residents (after notice of termination has been given by either party). Additional locks are not permitted on the entrance door to your Apartment. Except in cases of emergency, if you have abandoned or surrendered your Apartment, or if you are present and consent to our entry, we will give you twenty-four (24) hours' written notice of our intent to enter and will arrange to do so during normal business hours, unless you consent to allow us to enter at other times.

F. YOUR PROPERTY RIGHTS AND OBLIGATIONS

1. NO MANAGEMENT OR PROPERTY INTEREST

This Agreement shall give you no property right or management interest in the Community, us, or in any of our assets. In addition, you shall have no right to any of our personal property, including furnishings and fixtures in your Apartment or in the common areas at the Community.

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2. DAMAGE TO THE COMMUNITY'S PROPERTY

You shall be liable for damage that you or your guests, or invitees cause to the Community's property or the property of others at the Community. You agree to reimburse us for any loss of or damage to our property, inside or outside your Apartment, caused by you or your guests or invitees, excluding normal wear and tear.

3. DAMAGE TO YOUR PROPERTY

We shall not be responsible for the loss of any personal property belonging to you due to theft, fire, or any other cause, unless the loss or damage was caused by our negligence or that of our employees. We strongly recommend that you obtain, at your own expense, insurance for the replacement value of your personal property, at adequate coverage and liability limits.

G. OTHER PERSONAL OBLIGATIONS

1. YOUR LIABILITY TO OTHERS

You accept full responsibility for any injury, damage, or loss caused to others at the Community, or suffered by you, as a result of your own acts or omissions, and those of your guests or invitees, and you indemnify and hold us and our directors, agents, and employees harmless from any and all liability for such injury or damage, including attorneys' fees. We recommend that you maintain general liability and workers' compensation insurance (as applicable) in an amount and form sufficient to cover such liability.

2. YOUR PERSONAL OBLIGATIONS

We will not be responsible for any debts or obligations incurred by you or on your account. We will also not be responsible for giving you support, maintenance, board, or lodging, or any credit toward your Monthly Rate while you are absent from the Community.

3. PERSONAL AFFAIRS

You agree to make reasonable advance arrangements in the event of your death or incompetence. You may want to assign a Durable Power of Attorney (POA) for health care and financial decision-making. We encourage you to seek appropriate professional or legal

advice regarding your options and request that you provide us with a copy of your POA, if applicable.

4. PRIVATE DUTY AIDES

All outside caregivers, companions, private duty aides, and other personnel employed or retained by you to render services at the Community shall be subject to our policies and rules. All such personnel must obtain the security clearances and must be employed by a licensed entity with liability insurance coverage satisfactory to us in our sole discretion. For any such services provided to you at the Community, you must abide by our policies for outside providers. These policies are attached as **Appendix C** and provide that you may utilize home health agencies or other providers of your choice, provided that such agencies or providers abide by the Community's policies and that we may exclude providers that do not comply. Please note that, while we will provide observation as described in this Agreement, we do not screen or monitor the services of outside providers.

H. MISCELLANEOUS

1. ACCURACY OF APPLICATION DOCUMENTS

As part of your application to the Community, you have filed application forms, which are incorporated by reference into this Agreement and made an express part of it. You warrant that all information contained in these documents is true and correct, and you understand that we have relied on this information in accepting you for residency at the Community.

2. MOTORIZED CARTS

If you at any time intend to utilize a motorized cart, you must abide by the Community's rules set forth in the Resident Handbook and a separate Motorized Cart Policy.

3. OTHER RESIDENTS

You shall have no right to object to or determine the admission, terms of admission, placement, or dismissal of any resident or non-resident participating in any of the Community's programs. We may enter into agreements with other residents that contain terms

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different from those contained in this Agreement. Despite such differences, this Agreement alone sets forth your rights and obligations with respect to your residency at the Community.

4. RESIDENT HANDBOOK

You agree to abide by the general rules and regulations of the Community contained in the Resident Handbook, as it now exists and as it may later be amended at our discretion. See **Appendix B** for a current copy of the Resident Handbook. You understand that failure to abide by such rules and regulations may result in our termination of this Agreement under Section II.D.2 above. You hereby acknowledge receipt of a copy of the current Resident Handbook.

5. USE OF ALCOHOL AND TOBACCO PRODUCTS

You may smoke only in designated smoking areas in accordance with our smoking policy, which is set forth in the Resident Handbook, provided that you conduct yourself in an orderly and safe manner and do not become a nuisance or threat to yourself or others. No smoking is permitted in resident rooms or anywhere inside the community. We reserve the right to remove you or your guests if you become a nuisance or threat to yourself or others while under the influence of alcohol or from the use of tobacco.

6. WEAPONS

Weapons of any kind or description, including weapons collections, may not be possessed, shown, demonstrated, or used by you at any time during your residency at the Community. The term weapon includes any device, lethal or not, that may be used in a physically threatening or lethal manner.

7. PET POLICY

You may have a pet at the Community, if you obtain prior written approval from the Executive Director and abide by the Community's pet policy, as set forth in the Resident Handbook.

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8. NOTICES

All notices given under this Agreement shall be in writing and shall be addressed to us at our administrative offices at Commonwealth Assisted Living, 534 E. Main St., Suite B, Charlottesville, VA 22902 or to you at your Apartment. Such notices shall be effective when personally delivered or two (2) days after being deposited in the United States mail, properly addressed and first class postage prepaid.

9. ASSIGNMENT

We reserve the right to assign this Agreement to any successor-in-interest selected by us. You may not transfer or assign your right to use the services and accommodations at the Community to any other individual or entity.

10. WAIVER

Our failure in any one or more instances to insist upon your strict performance, observance, or compliance with any of the terms of this Agreement, or our waiver of your breach of any of the provisions of this Agreement shall not be construed to be a waiver of our right to insist on your strict performance, observance and compliance with all the terms of this Agreement in the future or of any other breach.

11. ARBITRATION

By entering into this agreement, you agree that any and all claims and disputes arising from or related to this Agreement or to your residency, care or services at the Community, whether made against us or any other individual or entity, including, without limitation, personal injury claims, shall be resolved by submission to neutral, binding arbitration in accordance with the Federal Arbitration Act (FAA); except that any claim or dispute involving unlawful detainer proceedings (eviction) or any claims that can be brought in small claims court shall not be subject to arbitration unless both parties agree to arbitrate such proceedings. **Both parties give up any constitutional rights to have any such dispute decided in a court of law before a jury, and instead accept the use of binding arbitration.** The arbitration shall be conducted in Charlottesville, Virginia by a single neutral arbitrator selected in accordance with

the FAA, unless otherwise mutually agreed. In reaching a decision, the arbitrator shall prepare a written decision that includes findings of fact, the reasons underlying the decision, and conclusions of law. Each party shall bear its own costs and fees in connection with the arbitration. This arbitration clause binds all parties to this Agreement and their spouses, heirs, representatives, executors, administrators, successors, assigns, managers, and agents as applicable. After termination of this Agreement, this arbitration clause shall remain in effect for the resolution of all claims and disputes that are unresolved as of that date. In the event that any part of this arbitration clause is determined to be unenforceable, the remaining portions of the clause shall remain valid and shall be enforced by the parties. If the Federal Arbitration Act does not permit arbitration in accordance with this clause, then the matter shall be arbitrated in accordance with state law.

12. ENTIRE AGREEMENT

This Agreement (together with the referenced appendices and documents incorporated by reference) constitutes the entire agreement between the parties and may be amended only by a written instrument signed by you and by our authorized representative. If any part of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall remain valid and enforceable, unless the context requires otherwise.

13. GOVERNING LAW

This Agreement shall be governed by Virginia law.

14. RESIDENT ACKNOWLEDGMENT

By signing below, you acknowledge all of the following:

1. You have received a signed copy of this Independent Living Residency Agreement, which specifies the accommodations that you will receive at the Community and the charges for such services;
2. You have received a copy of **Appendix A** which contains fees for optional services;

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3. You have received a copy of the Resident Handbook (**Appendix B**), which contains the rules for the Community's residents; and

4. You have received a copy of **Appendix C** which includes applicable policies for Private Duty Aides.

This Agreement shall be effective as of 5-18, 15.

RESIDENT:

Diane Franklin
Signature
DIANE FRANKLIN
Printed Name
5-18-15
Date

RESIDENT:

Signature

Printed Name

Date

RESPONSIBLE PARTY:

By signing as a responsible party, you agree to keep track of Resident's personal finances and keep us informed of any concerns regarding Resident's ability to make all payments due to us in a timely manner.

Signature

Printed Name

Address

Phone Number

Date

**COMMONWEALTH SENIOR LIVING
AT CHARLOTTESVILLE:**

By: [Redacted]
Title: Executive Director
Date: 5-18-15

APPENDIX A

SCHEDULE OF FEES FOR OPTIONAL SERVICES

(as of 5/8/15)

***We may change these fees upon 30 days' written notice.**

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SCHEDULE OF FEES FOR OPTIONAL SERVICES

(as of 03/27/15)

***We may change these fees upon 30 days' written notice.**

Additional Services - Available but not included in the Monthly Rate; will be added to monthly bills as supplied:

- ❖ Additional Housekeeping @ \$20.00 per hour.
- ❖ Special Purchases for Special Diet will be charged at cost for any required specialty food purchases. Tray Service to room @ \$4.00 per each delivery.
- ❖ Personal Transport @ \$1.00 per mile \$40.00 minimum/trip (Complimentary transportation is available on specific days as scheduled on the Activities Calendar.
- ❖ Guest Meals @ \$10.00 each.
- ❖ Additional Resident Meals @ \$8.00 each.
- ❖ Apartment Transfer Fee - \$500.00 (only applies to residents who have not paid a Community Fee).
- ❖ Internal Apartment Moving Assistance-\$500.00
- ❖ Storage Area Rental \$40.00 month (Limited availability)
- ❖ Parking Garage Use @ \$30.00 per month (Limited availability)
- ❖ Pet Fee \$500 non-refundable
- ❖ Hair Care, Beauty Care and Nail Care are available, with prices varying per treatment.

Other services will be considered and priced upon request.

RESIDENT HANDBOOK

APPENDIX B

**Commonwealth Senior Living
At Charlottesville**

Resident Handbook

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Please note that the provisions in this Resident Handbook are subject to revision from time to time by Commonwealth Senior Living. CSL will provide you with written notice of any such changes.

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WELCOME TO COMMONWEALTH SENIOR LIVING AT CHARLOTTESVILLE

All of the residents and staff at COMMONWEALTH SENIOR LIVING AT CHARLOTTESVILLE wish to extend you a very warm welcome as you join our community. Selecting a new home is an important decision, and we are honored that you have chosen COMMONWEALTH SENIOR LIVING AT CHARLOTTESVILLE. This is going to be an exciting time, as you/your family member set up your new home within our retirement community. All of the staff members are here to assist you in any way that we can, from pointing out our personal favorite suggestions in the dining room, to rolling up our sleeves and assisting with furniture placement in your apartment. As you enjoy friendships, activities and interests in your new home, please know that it is our pleasure to assist you. We endeavor to accommodate residents with a variety of disabilities. If you require a reasonable accommodation, please let us know.

This handbook is designed to communicate essential information about this Community. Please refer to it as a resource. In the future there may be up-dates to the handbook, which will be attached to this copy.

Your New Address Is:

COMMONWEALTH SENIOR LIVING AT CHARLOTTESVILLE
1550 Pantops Mountain Place Apt. # ///
Charlottesville, VA 22911

ACTIVITIES

Recreational and social activities hold a special place in our Communities. These events are planned by our Director of Activities for your enjoyment and the enjoyment of your neighbors. Your suggestions will help us in planning the activities you enjoy and find exciting. To keep you informed of upcoming trips and events, we typically publish a newsletter/calendar monthly for distribution to each resident, and list the events for the day on the activity board. Please check with your Director of Activities for the location of this board and sign-up sheets.

AMENITIES

Your home is furnished with carpeting and blinds. We encourage you to furnish and decorate your home as you wish.

Upon your move in, we will be happy to assist you in hanging pictures, etc. for up to one hour free of charge. Additional time may be available for an additional fee.

Electrical Outlets

Ample electrical outlets are provided in the room. To prevent fire hazards, please do not use extension cords to provide additional outlets.

Toilets/Sinks

Please do not dispose of non-dissolving items in your toilet or sink. Doing so may block the sewer lines. If any fixture fails to work properly, or if a drain becomes clogged, please notify the staff.

BEAUTY/BARBER SALON

A licensed beautician/barber is available onsite and offers a full range of beauty and barber services weekly. Payment for services will be added to your monthly bill. A listing of charges is available in the salon.

COMMUNITY MANAGEMENT

Your residence is managed by Commonwealth Assisted Living (CAL), located in Charlottesville, Virginia. Our residences' success can be attributed to a commitment of operational excellence – an emphasis on value, quality, resident satisfaction, and the experience and dedication of key management personnel. All Commonwealth residences are designed with your comfort and satisfaction in mind. We reflect years of experience in, and dedication to, premier senior living. Our objective to provide unparalleled service is exemplified in our Core Values:

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Our CORE Values

We care about people.

I know every person's name and something about them that matters.

We do the right thing.

I hold myself accountable for making the right decisions.

We are passionate, have fun
and celebrate success.

I make people smile.

We speak up! It's our responsibility.

I speak my mind with respect and genuinely listen to others.

We take ownership and add value.

I make it my job to improve something every day.

We are respectful

I always treat my colleagues and our residents with dignity, compassion and respect.



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For a complete listing of CAL/CSL Communities, please see your Executive Director or visit our Website at www.commonwealthal.com.

COMMUNICATIONS

Our Community is based on open communication. We have provided many ways for residents and families to communicate, both with the administration and with others, so that events, facilities and services meet your expectations.

The following methods of communication are just some of the networks we make available so you can become an active Community participant.

1. Monthly/bimonthly newsletters - The monthly/bimonthly newsletter includes the activities calendar for the month, special news items, resident and staff introductions, and other important information.
2. The staff - Residents are encouraged to bring concerns, suggestions and compliments to any staff member.
3. Executive Director and department managers - Being open and listening to our residents is the most important job we do. You are encouraged to discuss your concerns and expectations.

COMPANION AIDES

Privately employed companion aides are welcome in our Communities as long as they adhere to CSL policies and procedures, including, but not limited to, criminal clearance, health screening, and proof of liability insurance. These regulations were established for your benefit and protection as well as for the other residents in your community.

DAILY CHECK-IN

To ensure the well-being of all residents we ask that you call the Front Desk no later than 10:30 a.m. each day. In the event that you do not call we will call your apartment phone; if you do not answer an employee will then come to your apartment to ensure that you are okay and not in need of assistance.

DINING SERVICE

Every Community has an experienced Dining Service Director who oversees menu preparation, offering quality food and optimum nutrition. We have incorporated the most current information in designing nutritionally sound menus, while acknowledging that each individual reserves the right to choose his/her eating preferences.

For your safety, all meals should be consumed in the Dining Room.

Special Diets

We will accommodate certain special diets, if prescribed by your physician as a medical necessity. Additional charges for special diets may apply. Additional fees may apply. Special food supplements are the responsibility of the Resident or responsible party to provide.

Guest meals

Guest meals can be added to your monthly bill or paid for at the Front Desk.

Meal times

Meal times are as follows:

Continental Breakfast 7:30 am-9:30am

Lunch and Dinner Open Seating from 11:00am-6:00pm

DRESS CODE

This is your home, so please be comfortable. However, residents should dress in a manner which is consistent with the Community's environment and does not offend other residents. It is requested that residents refrain from wearing night wear or robes in the dining room or lounges. Also, for your protection, footwear must be worn.

ELEVATORS

If your community has elevators, the elevators have been installed with many safety devices to ensure their dependability. However, in the unlikely event of an elevator malfunction, please remain calm. Each elevator is equipped with an emergency bell that should be activated in the event of an emergency. Help will be summoned immediately. Some elevators also have a telephone located directly beneath the control panel that will connect you with the Front Desk.

EMERGENCY PULL CORDS

Commonwealth Senior Living at Charlottesville has an emergency pull cord system in place in each apartment and in designated common areas that is monitored by the Front Desk personnel 24 hours a day/7 days per week. The system is designed for emergency use only. If you are too sick to use the telephone, use the pull cord if you need medical assistance. An employee will respond to the pull cord alert to check on you and call 911 if necessary.

EMPLOYEE RELATIONS

We are committed to the concept that we are ladies and gentlemen serving ladies and gentlemen. We expect employees to be courteous and helpful at all times. If this is not the case, please direct any concerns about employee conduct to the manager in charge of the department. If the department manager is unable to be of assistance, please feel free to contact the Executive Director.

Staff members are not allowed to accept tips or gifts; this is your home and we welcome the opportunity to provide you with our services. The relationship between you and the staff should be on a professional basis only. They are not allowed to assist you outside of their normal working hours.

EXPLOSIVES AND HIGHLY FLAMMABLE MATERIALS

No explosives or highly flammable materials, such as kerosene or paint stripper, may be brought into the community. Flame candles are also not permitted to be used in the community.

FIRE AND EVACUATION PLAN

The building has been designed to manage a fire in a controlled space. In general, if the fire is not in your apartment, the safest place to be is **in your apartment** until help arrives to assist you in evacuation.

Please familiarize yourself with the evacuation routes posted in the hallways. In the event of an actual emergency, it will be critical that everyone know exactly what to do and where to go. If you have any questions, please contact your Executive Director.

Fire sprinklers and smoke detectors are located throughout the common areas as well as in individual apartments.

Fire Exits

If you are in a hallway or public area when a fire emergency arises, use the nearest exit away from the fire to get to safety. If you are in your apartment when a fire emergency arises, please go to the nearest emergency exit away from the fire. **DO NOT USE THE ELEVATOR IN THE EVENT OF A FIRE.** Evacuation diagrams showing exit routes are posted in the hallways.

Fire Drills

The entire Community is managed with fire safety in mind. Therefore, we will routinely hold practice fire drills for the safety of our residents and staff.

Fire Safety Tips

Please observe the following fire prevention information:

1. Do not use extension cords.
2. Do not overload outlets.
3. Allow air spaces around the television and stereo to prevent overheating.
4. If you see a fire or smell smoke, notify the office **immediately**. Do not assume others are aware of the situation. If outside, stay in the open, away from the building.

In the event the building must be evacuated for any reason, please exit calmly and follow

the nearest exit sign to the closest exit site with regard to your proximity within the building at the moment. Once an all-clear is issued by emergency services we will take a roll call to ensure all residents are accounted for.

FITNESS CENTER

Residents are welcome to use the fitness center equipment. Please consult your physician before beginning any exercise program or using the exercise equipment. There are no usage fees required. Commonwealth Senior Living at Charlottesville does not supply a trainer. Anyone using the center uses it at their own risk and assumes full responsibility for any injury or loss that might be suffered as a result of such use.

FRONT DESK

The Front Desk serves as the center of communication and resident business, and is located adjacent to the main entrance, with staffed hours by the Administrative Assistant (AA) from 8:30am to 5pm, M-F with remaining coverage 24 hours/7 days week by Concierge. The functions of the Front Desk are as follows:

1. To receive incoming calls for department and staff.
2. To handle requests for special maintenance and housekeeping tasks.
3. To receive payments for monthly services.
4. To pick up newspapers, packages and large mail items.
5. To schedule use of private dining room, hospitality suite or common area space for private use as available.
6. To assist the Executive Director as needed.
7. To respond to emergency pull cord alerts.

If your questions or concerns cannot be adequately addressed by Front Desk personnel, you will be directed to the proper department and staff member who will be able to address your concerns.

Because we receive many business calls, we cannot guarantee delivery of personal messages. We recommend that residents use their personal answering machines to receive messages. In the event of an emergency, the Front Office will make every effort to contact you immediately. We will also protect your right to privacy and not give out your phone number unless so authorized.

GOING AWAY

If you are going to be away from the Community all day, overnight or longer, we request that you call the Front Desk with this information. Families and friends are often concerned if we cannot locate you.

GROUNDS, GARDENS AND LAWNS

The grounds are maintained by the Community for your use and enjoyment. Please help us in keeping these areas litter-free.

GUESTS

This is your home and you are welcome to bring guests into the Community. We ask that your guests sign in at the Front Desk. **It is important that guests do not disturb or infringe upon the privacy of other residents, guests or Community personnel.** Disruptive guests will be required to leave. If a guest has a history of disruptive behavior, then that guest will only be allowed to meet with the resident in the resident's apartment and will not be allowed into any common areas, such as the dining room.

Guest Accommodations

Occasional, overnight guests are welcome to visit our community provided there is room vacancy. Please check with the Executive Director for availability prior to the visit and for the overnight room rate.

Guest Meals

Your family and friends are always welcome to visit the Community's dining room. It is requested, however, that reservations be made in advance at the Front Desk. Guest meals should be paid for at the office or charged to the resident's apartment. Guest meal prices are available at the Front Desk.

Children

Children are welcome to visit you. However, an adult must supervise them to prevent possible accident or destruction to the property. It is also important that all guests do not disturb or infringe upon the privacy of other residents and guests.

GUNS AND FIREARMS

For your safety and security handguns and firearms are not allowed in the Community. There will be no exceptions.

HOUSEKEEPING AND LINEN SERVICE

Housekeeping service is provided once every other week. At that time, your apartment will be cleaned, dusted, trash containers emptied, and fresh linen put on the bed.

Management is not responsible for lost or stolen items (refer to Theft and Loss Policy section in Handbook).

Upon admission, the Housekeeping Supervisor will provide you with the cleaning schedule.

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INCLEMENT WEATHER

When there is bad weather such as snow and ice, please be extremely careful when walking and driving on the grounds. Maintenance works diligently to clear the parking lot and walkways, however, clearing and chemicals do not always work in extreme temperatures. Ice can be especially dangerous because it is often hard to see.

INSURANCE

The Community carries its own property and liability insurance and provides coverage for all common areas. Residents should purchase a standard renter's insurance policy from a financially viable carrier. As an alternative to purchasing renter's insurance, resident warrants that he accepts financial responsibility for losses not covered by Management's property insurance policy and his/her own actions. Resident shall obtain and provide evidence of insurance for his personal property, including coverage for loss due to fire, theft, mysterious disappearance or other causes. If Resident operates an automobile, proof of insurance is required.

Should you elect to operate an electric cart on premises, you accept sole responsibility for such operation. Please note that many renter's insurance policies cover electric carts at no additional charge.

INTRA-COMMUNITY MOVES

If you wish to move to another apartment within the Community, please contact the Executive Director.

KEYS

Upon move in, one apartment door key and one mail box key are issued to all residents. Garage entry cards will be issued to those residents who choose the additional amenity (monthly fee applies). There are emergency exits located in different areas of the building. Residents will be unable to re-enter those doors once they have exited the building. All keys and garage cards must be returned upon move out. If these items are not returned the resident will be charged a replacement fee.

LEAKS AND PROPERTY DAMAGE

Please report all leaks, regardless of size, and all property damage to the Front Office immediately. If it is determined that the damage was done due to resident negligence, you will be held accountable for the repair charges.

LEISURE AREAS

Residents have free access to all common areas of the Community. This is your home and we would like you to enjoy these rooms and areas for your daily exercise and relaxation.

LOST AND DAMAGED ITEMS

The Community makes every effort to provide a safe environment for the residents and their belongings. Personal effects (including, but not limited to, clothing and jewelry) and furniture are not the responsibility of Management. We recommend that these items be insured by the resident.

Please report and/or return lost and found items to the Front Desk.

MAIL

Mail is delivered to the community by the US Postal Service. The mail is delivered directly into mailboxes, designated for each apartment, which are located in the lobby area. Larger packages are kept at the front desk and a note is placed in your mailbox informing you of the package delivery.

Postage is not available at the community and should be obtained through family or mail order. The Front Desk can assist you with the purchase.

MAINTENANCE

The Community provides maintenance services for the entire building. The care and maintenance of the grounds are also the responsibility of the maintenance department and contracted services.

If a problem arises, please call the Front Desk to have maintenance notified. Maintenance staff is available for routine service, and 24-hours a day for emergencies. Work will be completed on a schedule determined by urgency and staff availability. Every effort will be made to respond to problems in a timely manner.

Light Bulbs

Light bulbs will be furnished for all permanent fixtures and community-provided lamps in the apartment.

NEWSPAPER

A local newspaper may be provided for all residents to share. If you would like to receive a newspaper of your own, contact the local paper for delivery to the community and the Front Desk will see that you receive it.

NOISE

The Community provides leisure living in close proximity to others. Please respect the rights of your neighbors and monitor the volume of your television, radio or musical instruments, especially in early morning or evening hours.

PARKING

Parking spaces may be available for private, licensed passenger vehicles belonging to residents in the parking lot on community grounds. If you would like a reserved spot in

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the parking garage (monthly fee will apply) you may request this from the Executive Director. We request that you do not park in spaces designated "VISITOR". These regulations have been incorporated to provide the entire Community with sufficient parking spaces and a safe, convenient parking area. Your cooperation is greatly appreciated.

Visitors must also obey the parking guidelines outlined above. They are only allowed to park in spaces marked "visitors"; otherwise, their vehicle may be subject to towing. No guest overnight parking is allowed in those spaces without prior written approval from the Executive Director. Private Duty Attendants and vendors may only park in unmarked spaces.

PEST CONTROL

The Community makes every effort to keep "unwanted guests" out of your home. However, if you feel that your apartment requires the service of an exterminator, please contact the Front Desk immediately and we will arrange for this service free of charge. Please remember that untidy homes or food left lying around attracts bugs. We ask that food items be kept in a sealable plastic container.

PETS

Small pets such as birds, cats and dogs are allowed in the community provided the resident or family member is able to maintain the care of the pet. A non-refundable pet fee is required, and permission to have a pet on site is at the discretion of the Executive Director based on the ability of the resident or family member to care for the pet.

POWER FAILURES

If a power failure takes place, you will not have lights in your apartment. It is recommended that every resident keep a flashlight with active batteries available. The Community has flashlights for emergency use. A back-up system will maintain the lighting in the hallways.

If you are in an elevator: the elevator will not function during a power outage. Please do not panic. PLEASE FIND AND PUSH THE ALARM BUTTON. Simply activate this button and a bell will ring loudly. Help will come immediately. Prepare for emergencies; locate this button during a normal trip in the elevator.

PRIVATE DINING

Communities have a space available for residents to use when entertaining guests. Please call the Front Desk in advance to make reservations for this room.

RESIDENT COUNCIL

Communities schedule a resident council meeting each month to discuss resident concerns, suggestions, and upcoming activities. Residents are encouraged to attend these meetings.

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The activity department will facilitate and assist residents with the meeting, taking notes and providing the Executive Director with a summary of needed follow-up items.

RESIDENT RELATIONS

Residents are expected and encouraged to interact with other residents and employees in a courteous and respectful manner. Repeated incidents of improper behaviors, either toward other residents or employees, can result in eviction from the Community.

Remember: we are ladies and gentlemen serving ladies and gentlemen.

SAFETY

It is your responsibility to keep your apartment free of clutter or debris that might prohibit access by Community or emergency personnel. Although it is your private space, Management has the right to require that you maintain a safe living environment (as reasonably determined by Management).

As with any other actions of a Resident, you understand that you are financially responsible for any damages and/or injuries you cause to the Community's property or its residents, employees and/or guests.

SECURITY

Concern for your safety is a management priority. Staff regularly monitors the entire grounds to ensure your protection. We will always have an appropriate staff person accompany any non-staff personnel who must enter your apartment while you are away.

SMOKING

All Communities observe a no smoking policy in the buildings, common areas and apartments. Smoking is only allowed in designated areas.

SOLICITORS

In order to protect your right to privacy, door to door soliciting is not permitted on the premises without prior written consent from the Community. Please notify the Front Desk when solicitors are in the Community.

STORAGE

Your Community may not have the ability to store your excess furniture and belongings. If storage areas are available additional monthly fees will apply. Please see the Executive Director regarding availability. In general, all of your possessions must be safely and comfortably stored in your apartment.

SUGGESTION BOX

Every Community has a suggestion box for residents to express their concerns and recommendations. Please check with the Front Desk as to its location. Your comments are always welcome.

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The Executive Director or other appropriate person will give each comment careful consideration and a response. Please remember to include your name to assist us in responding to you.

SURVEILLANCE CAMERAS

In order to preserve the privacy rights of our residents, staff and visitors, surveillance cameras are not permitted to be utilized in any resident apartment. However, we do have cameras throughout the community for safety.

TELEPHONE SERVICE

Telephone service may be arranged by calling: Century Link 1-877-723-8010.

TELEVISION AND CABLE TV

There is a television outlet in each apartment. Basic cable television is provided at no additional charge. If you would like additional cable (movie channels, etc.), please contact the local cable company for more information. Any cable service provided beyond basic service, including the installation of additional outlets, will be charged to the resident.

THEFT AND LOSS POLICY

CSL is not responsible for the loss or theft of valuables from a resident's apartment. Any suspected theft or loss should be immediately reported to the Front Desk. Management will make an immediate search for the item(s), conduct an investigation, and present the resident or responsible person with a report. On-site management will notify law enforcement within 36 hours regarding a theft of \$100 or more.

Because each Community makes reasonable efforts to safeguard resident property, CSL is not legally bound to reimburse or replace lost or stolen articles, unless it is proven that the conduct of an employee caused the loss.

Residents are requested to purchase a standard renter's insurance policy from a financially viable carrier acceptable to Management. As an alternative to purchasing renter's insurance, resident warrants that he/she accepts financial responsibility for losses not covered by Management's property insurance policy and his/her own actions.

TIPPING

This is your home and we welcome the opportunity to provide you with our services; therefore, staff is not allowed to accept tips or gifts.

TRANSPORTATION SERVICES

The Community has a bus or van available for scheduled transportation days within 15 miles of the Community. This service provides local scheduled transportation to shopping malls, medical facilities, and financial institutions, along with other points of business within the area. If you should require transportation on days other than the

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scheduled days, arrangements may be made through the Front Desk, provided that staff is available. Additional fees may apply.

For all non-Community provided transportation, the resident is responsible for the cost of the service.

Information on transportation scheduling is available through the Activity Department or the Front Desk. Residents must sign up for trips with the Activity Director.

TRASH DISPOSAL

Trash will be removed from your apartment by the housekeeping staff on scheduled cleaning day. Trash rooms/chutes are located for your use on each floor. You are required to bag all trash before placing in the chute.

UTILITIES

All of your utilities (excluding telephone and extended cable TV) are included in your monthly residency fee. Any utility problems should be reported to the Front Desk.

WHEELCHAIRS, WALKERS AND ELECTRIC CARTS

For your safety and the safety of other residents and staff, the Fire Department requires that wheelchairs and walkers be stored in a designated, non-traffic area when not in use.

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ACKNOWLEDGMENT OF HANDBOOK

I, DORSE FRANKLIN, have read and understand this resident handbook. Additionally, I agree to abide by the guidelines in the handbook, which make it possible for residents to live together in a harmonious fashion.

Dorse Franklin
Resident

5-18-15
Date

111
Apartment #

[Signature]
Executive Director

5-18-15
Date

APPENDIX C

PRIVATE DUTY AIDE POLICY

PRIVATE DUTY AIDE PERSONNEL POLICIES

In some instances, it may become necessary to provide supplementary private duty staffing for residents in the Community. Supplementary staffing may come at the request of the resident/ responsible party, the family, or by the Community itself. We require that a written agreement be in place to outline the terms and conditions of the agreement as well as the services to be performed by the private duty employee.

The Community may offer you a listing of local agencies from which you may be able to obtain staffing. You may also hire a private duty employee privately, but this option is not recommended, as the employee would probably not carry Worker's Compensation or Liability Insurance, and would not be covered under an agency policy. Community staff members are not eligible for private employment.

Regardless of the source, we require each private duty employee to complete a Private Duty Application, and to have current TB testing, Criminal History Record Check and Sex Offender Registry check at the employee's expense. Each private duty employee is required to understand and sign the Community's Private Duty Agreement and Duty List, in which the employee agrees to abide by the Community policies and procedures.

The following is a list of duties to be performed by your private duty employee:

N/A

Diane Franklin
Resident/Responsible Party

5-18-15
Date

[Signature]
Community Representative

5-18-15
Date

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Move-In Incentive/Concession Agreement

Addendum to Resident Contract

Welcome Home It is hereby agreed that the following addendum is made to the Resident Contract. It is also agreed that, with the exception of items noted on this form, and signed by both parties, no other special offers, promises or incentives were provided.

Room Number 111

Move-In Date 5-18-15

Incentive/Concession:

A May concession as "early move-in
Special" May 18th - 31st 2015 Payments begin June 1st for charges.
\$1468.00

Resident Signature Diane Franklin

Print Name DIANE FRANKLIN

Date 5-18-15

Guarantor Signature _____

Print Name _____

Date _____

Administrator Signature _____

Print Name _____

Date 5-18-15