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## ASSISTED LIVING CONTRACT: TERMS & CONDITIONS

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### 1. INTRODUCTION

Welcome to our Community. Thank you for selecting our housing and assisted living services. Now that you have decided to become a resident in our building, the next step is to complete this Assisted Living Contract.

This Assisted Living Contract (referred to as “Agreement”) gives us permission to provide certain housing, health-related and supportive services to you and at the same time indicates both of our responsibilities to each other. By signing this Agreement, we both agree to comply with its terms. You understand that we are relying upon the provisions contained in this Agreement in agreeing to allow you tenancy in our building.

### 2. PARTIES TO THE AGREEMENT

This Agreement has been prepared for the Resident(s) identified in the **Summary & Contact Information** section of this Agreement, who has chosen to become a resident of the building (referred to as “the Community”). This Agreement is between the assisted living facility license holder (referred to as “Provider”) and Resident and/or the Resident’s Responsible Party, legal guardian, conservator or power of attorney acting on Resident’s behalf, all as identified in the **Summary & Contact Information** section of this Agreement. For purposes of this Agreement, a “Responsible Party” is an individual who agrees to be responsible for Resident’s financial performance under the Agreement and to pay Provider, on behalf of Resident, for charges incurred by Resident.

Provider requires that Resident provide it with copies of all legal papers under which someone else becomes responsible for Resident, Resident’s finances, health care decision-making or other functions. Resident is also required to provide current copies of these documents whenever changes are made. In addition, Provider requires that Resident complete documentation identifying information regarding Resident’s emergency contacts and authorized representatives. This information will be kept with Resident’s records and should be updated by Resident any time the information changes. Resident should include in this information the identity of the Designated Representative, if any, to whom Provider can go with questions related to Resident’s tenancy and care at the Community. Resident can add or remove a Designated Representative, or change the contact information for Resident’s current Designated Representative, if any, at any time.

Throughout this Agreement, any reference to Resident, “you” and “your” applies to all Residents of the Apartment. The use of these terms also applies to Resident’s Responsible Party, legal guardian, conservator and power of attorney, if any.

### 3. TERM

Unless terminated or not renewed as provided in Section 21 below, this Agreement will be effective on a month-to-month basis and will automatically renew the first day of each month.

#### 4. SECURITY DEPOSIT

a. **Payment of Security Deposit.** Upon execution of this Agreement or Resident's move into the Community, whichever is earlier, Resident will pay a security deposit to Provider in the amount identified in the ***Summary & Contact Information*** section this Agreement. Provider will provide Resident with a receipt evidencing payment of the security deposit.

b. **Transfer of Security Deposit.** If Resident moves from the current Apartment to another apartment during the term of this Agreement, Provider will transfer Resident's security deposit to the new apartment after deducting any amounts that may be reasonably necessary to restore the current Apartment to its original condition at the commencement of this Agreement, ordinary wear and tear accepted. In such case, Provider will invoice Resident for that same amount in order to restore the security deposit to its initial amount. Resident's failure to pay such additional deposit will be considered a breach of this Agreement and will be grounds for Provider's termination of the same.

c. **Use of Security Deposit during Tenancy.** During the term of this Agreement, Provider may elect to apply Resident's security deposit to satisfy any outstanding payment obligation owed to Provider by Resident. Provider may also elect to use funds from Resident's security deposit to repair damage to the Apartment or Provider's premises by Resident that is beyond ordinary wear and tear. In such an event, Resident agrees to replenish Resident's security deposit to the amount identified on the cover page of this Agreement. Failure to do so shall be considered a default under this Agreement.

d. **Return of Security Deposit.** Provider will hold the security deposit paid by Resident until such time as Resident's tenancy ceases. Provider will return the security deposit to Resident in accordance with state law. Monies reasonably necessary: (1) to remedy Resident defaults in the payment of rent or of other funds due to Provider pursuant to this Agreement; or (2) to restore the Apartment to its original condition, ordinary wear and tear excepted, may be withheld from the security deposit. In the event the cost of restoring or repairing the Apartment exceeds the amount of Resident's security deposit(s), Provider reserves the right to collect the remaining cost of repairs or restoration from Resident.

e. **Not Only Remedy.** Provider's use of Resident's security deposit, either during or after Resident's tenancy, is not Provider's only remedy in the event of Resident's violation of this Agreement. Resident does not have the right to demand Provider use the security deposit to rectify or cure any violation of this Agreement.

#### 5. KEYS & KEY FOBS

Provider will furnish all keys for the Apartment at the time of occupancy. This will include one set per authorized Apartment Unit. Resident is not permitted to duplicate any keys provided to Resident by Provider. If Resident loses Resident's keys and needs to replace them, Resident may be charged a key replacement fee. Resident may also be charged a fee for Provider having to re-key the Apartment or change the lock. All keys shall be returned to Provider upon termination or expiration of this Agreement. Failure to return all keys will result in a deduction from Resident's security deposit.

#### 6. MONTHLY PAYMENT

a. Unless otherwise required by the terms of certain government assistance programs in which Provider participates, if any, rent and all monthly service package, meal plan and other fees (collectively referred to as "Monthly Fees") are due in advance. Resident agrees to pay all Monthly Fees on or before the tenth (10<sup>th</sup>) day of each calendar month. Unless the effective date of this Agreement is the first (1<sup>st</sup>) day of a month, Monthly Fees for Resident's first month of occupancy will be pro-rated and are due upon execution of this Agreement or move-in, whichever is earlier.

b. Payment shall be in the form of a check or money order payable to the Community. Resident may also pay all Monthly Fees and any other service charges incurred by enrolling in Provider's

automatic payment program. Payment may be delivered (1) in person to the Business Office of the Community at the address listed in the **Summary & Contact Information** section of this Agreement (2) by mail to the Community address listed in the **Summary & Contact Information** section of this Agreement or (3) at such other place as Provider may designate. Resident's cleared check or money order shall serve as Resident's receipt evidencing payment.

c. If payment is not made in full by the tenth (10<sup>th</sup>) day of the month in which it is due, a late charge may be assessed to Resident. Provider may also assess an insufficient funds fee in the event Resident's check or automatic payment is not paid by Resident's bank for any reason. These late payment and insufficient funds charges are service charges and are not to be construed as rent or interest.

d. If payment is not received by the 30<sup>th</sup> day of the month, Resident shall be considered to be in default of this Agreement until such time payment is received in full. Provider may, at its option, terminate this Agreement for nonpayment as more fully described in Section 21 below. Provider reserves the right to accept a partial payment of rent and service fees, if any, from Resident without waiving its right to terminate this Agreement or its right to evict Resident from the Apartment for nonpayment of rent.

e. In the event payment is more than 30 days overdue, Provider may charge interest at a rate not to exceed the maximum rate permitted under Minnesota law.

f. If Resident defaults on Resident's payment obligations under this Agreement, Resident agrees to pay all costs and expenses of collection, including reasonable attorneys' fees. If Provider initiates legal action to collect amounts in default under the Agreement, Provider may, at its option, file or pursue such action through final judgment or settlement in the district court of the county in which the Community is located or in the District Court of Hennepin County, Minnesota.

g. Except as provided herein, the monthly amounts due for rent and services, if any, may be adjusted periodically by Provider by providing Resident with written notice of the new rental and service amounts at least thirty (30) days prior to the effective date of the fee adjustment. This time period may be shortened in the event there is a rate change through certain government or other third-party payor programs in which Provider participates and for which Resident is eligible.

h. Provider will charge an additional amount per month for a second occupant of the Apartment. This amount is identified in the **Summary & Contact Information** section of this Agreement. If there are two occupants of the Apartment and one occupant terminates his or her tenancy, the monthly rent charged will be adjusted to reflect a single occupancy rate.

i. Provider will provide Resident with a monthly bill no later than the 1<sup>st</sup> day of each month showing charges for all Monthly Fees for the following month, as well as for services, supplies and miscellaneous items not included in the previous month's bill. Resident agrees to pay the entire billed amount. Failure of Provider to provide Resident with a bill does not negate Resident's obligation to timely pay Resident's Monthly Fees or any other charges incurred by Resident. In the event Resident receives health-related, supportive or other services from any third-party providers, charges for such services will not be reflected on Provider's bill. Resident is responsible for making separate financial and billing arrangements with those providers.

j. Depending on the living option Resident selects, Resident may be responsible for paying Monthly Fees even when Resident is absent from the Community for any reason. Information regarding Resident's financial obligations during an absence, and whether Resident is eligible for a discount from the same, is included in the Community's Resident Handbook.

k. In the event Resident is no longer able to satisfy Resident's monthly financial obligations to Provider, regardless of the reason, Provider reserves the right to either terminate this Agreement pursuant to Section 21 below or to move Resident to a different apartment in which Resident can afford Resident's monthly payments in full. If Provider elects to move Resident, the new apartment may be

smaller, have a less desirable view or may be a shared apartment with another resident. Provider's ability to move Resident to another apartment is addressed in detail in Section 20 below. If Resident refuses to move within the building, Provider may proceed to terminate this Agreement pursuant to Section 21.

## **7. SERVICES AVAILABLE THROUGH PROVIDER; FEES**

a. **Housing Services Included in the Monthly Rent.** All housing services and amenities included in the monthly rent are identified on **Attachment A** to this Agreement.

b. **Housing Services Available through Provider at an Additional Fee.** If Resident purchases other housing services upon move-in, or if Resident desires additional housing services after moving in, Provider will charge an additional fee based on the services purchased. Housing services not included in the monthly rent but available through Provider for an additional charge, either directly or indirectly, is identified on Provider's rate sheet, attached to this Agreement as **Attachment B**.

c. **Access to Food; Meal Plans.** Provider makes three meals per day plus snacks available to Resident and has the ability to provide certain specialized diets to residents. These specialized diets are more fully described in Provider's Uniform Disclosure of Assisted Living Services and Amenities ("UDALSA"), which Resident acknowledges receiving separately prior to Resident's execution of this Agreement. Meals are not included in the monthly rent but are available for an additional fee as identified on **Attachment B**. Depending on the Community, Resident may elect to purchase a meal plan, may choose to purchase meals on an à la carte basis or may choose not to receive meals through Provider. The Community's meal options are identified in detail in the Meal Plan Addendum, which is attached to this Agreement as **Attachment C**. Resident must indicate Resident's preference with respect to meals by completing a Meal Plan Addendum. If Resident purchases a meal plan and will not be in the building at a designated mealtime, or if Resident is otherwise unable to receive a pre-purchased meal in the dining room, Resident can make arrangements with Provider to receive the meal at a different time. In some cases, Resident's meal may be delivered to the Apartment. There may be an additional charge for meal delivery. Resident is permitted to store food in the Apartment.

d. **Assisted Living Services.** Provider makes certain assisted living services available to residents. These services are more fully described in Provider's UDALSA. Provider structures its provision of assisted living services based on à la carte services. Provider's available assisted living services and the fees associated with these services are described in **Attachment D** to this Agreement.

As a condition of receiving assisted living services from Provider, Resident must first be assessed by Provider to determine Resident's assisted living service needs. Resident must also enter into a Service Plan with Provider in order to receive assisted living services. This Service Plan, if any, is attached to this Agreement as **Attachment E**. If the Apartment is occupied by two Residents, both of whom wish to receive assisted living services, each Resident will have his or her own individual Service Plan. This will not be a shared document. Any response by Provider to a request for one Resident's Assisted Living Contract shall not include the Service Plan of the other Resident.

e. **Services Not Available through Provider; Service Limitations.** There are a number of services Provider does not provide, either directly or indirectly, or is unable to provide for longer than a very brief period of time. These services are available to Resident through third parties. Examples of such services are identified on **Attachment F** to this Agreement. The list of services included in **Attachment F** is not exhaustive.

f. **Public Health Emergency.** In the event of a public health emergency or other health-related event, Provider may, with or without notice to Resident, suspend or adjust its available services as required by government authorities or as deemed necessary by Provider in the interest of safeguarding the health of the Community's residents. In such a case, and depending on the specific circumstances, Provider may elect to temporarily adjust its billing rates to reflect the change in services but is under no obligation to do so.

## **8. AVAILABILITY OF PUBLIC FUNDS AND RESOURCES**

Provider does participate, in the Housing Support f/k/a Group Residential Housing program, which provides rental assistance to qualified individuals. This program does not pay for assisted living services. For additional information on the availability of funds to pay for rent, contact the Director of Housing. Resident may also contact the county human services or public health department for the county in which the Community is located. For information regarding Provider's participation in the Housing Support program, as well as any limitations on the same, please refer to Attachment G of this Agreement.

Provider does participate in certain Home and Community-Based Service waiver programs through the Minnesota Department of Human Services and through the county in which the Community is located. As a result, Resident may be eligible to receive certain public funds to assist Resident in paying for or reducing the cost of Resident's assisted living services, if applicable. These programs pay for services only; they do not pay for rent. If Resident is a beneficiary of one of these programs but is not also a beneficiary of the Housing Support program, Resident must continue to pay rent pursuant to the Community's public assistance policy, included in this Agreement, as Attachment G. For additional information on the availability of public funds to pay for assisted living services, contact the Director of Housing. Resident may also contact the county human services or public health department for the county in which the Community is located. For further details regarding Provider's participation in certain Home and Community-Based Service programs, as well as any limitations on the same, please see Attachment G of this Agreement.

Provider is not a Medicare-certified home health agency. As a result, Provider cannot bill Medicare for the assisted living services it provides. If Resident is eligible for Medicare, Resident may be able to obtain Medicare-covered home care services through a Medicare-certified home care agency of Resident's choice. Resident should be aware that Medicare typically does not cover the assisted living services Resident may need on a day-to-day basis.

If Resident has long-term care insurance, Provider is unable to bill Resident's insurer directly. Resident must pay Provider directly and on time and seek reimbursement from Resident's long-term care insurance company.

Resident may wish to contact the county human services or public health department for the county in which the Community is located for long-term care consultation services or for assistance in evaluating Resident's housing and service needs and in identifying available community resource options. Resident may also wish to call the Senior LinkAge Line at 1-800-333-2433 for the same purposes. Both services are free and available regardless of income level.

## **9. RESIDENCY REQUIREMENTS**

In order to ensure that each resident is receiving the most appropriate services and care, Provider has established certain requirements for residency in the Community. Resident acknowledges and understands that a condition of residency at the Community and of occupancy of the Apartment is Resident's ability to live within the terms of this Agreement, either independently or in conjunction with the receipt of supportive and/or health-related services. Resident's ability to function with or without assistance must be consistent with the services, care and programming offered by Provider. The staffing level required to meet Resident's needs cannot compromise or increase the overall staffing level of the building.

Resident's conduct while residing at the Community cannot be discriminatory, harassing or offensive towards, and cannot create a danger or threat to, Resident, other residents, visitors, volunteers or staff. In addition, Resident's conduct cannot be disruptive to other residents or in violation of state or federal laws or

regulations, nor can Resident's conduct be interpreted by Provider to be in violation of such laws or regulations.

Resident must maintain the Apartment in a manner that is not detrimental to either Resident's safety or physical, mental or economic well-being, or to the safety or physical, mental or economic well-being of other residents, Provider, Provider's staff or Provider's service providers, if any.

For those Communities offering a memory care program, which is designed for individuals living with dementia or with symptoms of dementia, additional residency requirements apply. In order to qualify for residency in the Community's memory care program, Resident must generally have a diagnosis of dementia or of a condition resulting in cognitive impairment and other symptoms of dementia. In the absence of a specific diagnosis, admission to the memory care program is at the Community's discretion based on Resident's need for a structured and secure environment and 24-hour supervision.

Resident represents to Provider that Resident meets the aforementioned requirements and that Resident intends to, and will, abide by the terms of this Agreement. The Community's staff will regularly observe Resident's conduct to identify whether Resident continues to meet Provider's residency requirements.

In the event Resident becomes incapacitated or is unable to properly care for him/herself, and in the event Resident has not designated a person or legal entity to serve as Resident's guardian or conservator, Resident hereby grants authority to Provider to apply to a court of competent jurisdiction for the appointment of a conservator or guardian to act on behalf of Resident.

If Provider, in its sole discretion, determines that Resident either cannot meet its residency requirements or refuses to do so, Provider shall have the right to terminate this Agreement upon providing written notice to Resident as further described in Section 21 herein. In this event, rent shall be payable only through the last date of Resident's possession of the Apartment or the removal of all personal belongings, whichever is later, and service fees shall be payable only through the last date on which services are provided to Resident by Provider. Provider shall make immediate arrangements, at Resident's expense, for such additional services deemed necessary until such time as alternate housing accommodations are available and Resident vacates the Apartment.

## **10. NUMBER OF OCCUPANTS**

a. **Shared Apartments.** Provider permits double occupancy in designated apartments. If Resident occupies an apartment in which two individuals can reside, Resident is free to choose Resident's roommate. However, Resident's roommate must meet all occupancy and residency requirements as identified in this Agreement. In the event Resident chooses to share the Apartment with a roommate, Resident will be charged a second occupant fee pursuant to Section 6(h) of the Agreement.

b. **Change in Occupants.** Any change in the number of occupants of the Apartment shall be made only with the prior written consent of Provider and will require a change in the monthly rent according to Provider's established rent schedule. Any additional occupants of the Apartment must meet Provider's occupancy requirements and must execute an Assisted Living Contract.

## **11. PROVIDER'S HOUSING RESPONSIBILITIES**

- a. To maintain the Apartment and all common areas in a condition fit for use as residential premises;
- b. To keep the Apartment and all common areas in a reasonable state of repair and cleanliness during the term of the Agreement, except when the disrepair or uncleanness has been caused by the willful or negligent conduct of Resident or Resident's guest(s);

- c. To maintain the Apartment and all common areas in compliance with the applicable health and safety laws, except when violation of the health and safety laws has been caused by the willful or negligent conduct of Resident or Resident's guest(s);
- d. To maintain a record related to Resident's tenancy and receipt of housing services and not to disclose any information regarding Resident without Resident's or Resident's authorized representative's written permission, except that such information may be disclosed as required or as otherwise permitted by state or federal law and as needed by Provider in any action to enforce the terms of this Agreement;
- e. If Resident pays rent and performs Resident's duties under this Agreement, Resident shall peacefully and quietly have and occupy the Apartment for the agreed term of this Agreement.

## **12. RESIDENT'S RESPONSIBILITIES**

- a. To pay all amounts due to Provider in a timely manner as set forth in this Agreement, notwithstanding any claims or disputes Resident may have with Provider;
- b. Not to damage or misuse the Apartment or common areas, or anything therein, or to waste the utilities provided by Provider, or to allow Resident's guest(s) to do so;
- c. To furnish and decorate the Apartment as Resident desires without making any alterations or additions to, removing any fixtures from, or painting the premises unless Provider has provided Resident with its written consent, although Resident may use small nails to hang pictures on walls;
- d. In the event Provider consents to alterations to, additions to or removal of fixtures from the premises, to restore the premises to its original condition upon Provider's request and at Resident's expense prior to termination or expiration of this Agreement, except that any permanent installations by Resident will immediately become fixtures and will remain in the Apartment as Provider's property upon termination or expiration of this Agreement;
- e. To keep the premises clean and tidy and in good condition, normal wear and tear excepted;
- f. To be respectful of the different cultures, ethnicities and races of other residents, of Provider's staff, and of the staff of Provider's vendors and service providers, if any;
- g. Not to engage in conduct that interferes with, threatens, disturbs or disrupts the rights of other residents to peace in and to quiet enjoyment of the Community, or to allow Resident's guest(s) to do so;
- h. Not to engage in conduct that threatens the health or safety of other residents, of Provider's staff, or the staff of Provider's vendors or service providers, if any, or to allow Resident's guest(s) to do so;
- i. Not to engage in conduct that unreasonably interferes with Provider or its management or operation of the Community;
- j. Not to engage in conduct that is, or could be interpreted as being, in violation of any state or federal law or regulation, including any acts of domestic abuse, criminal sexual assault or harassment, and not to allow Resident's guest(s) to do so;
- k. To be responsible for all costs incurred for the use of medical emergency personnel, including 911, police, fire department, etc.;

- l. Other than for brief visits, not to allow animals or pets of any kind in the Apartment or on the premises without first obtaining the written consent of Provider;
- m. In the event Resident obtains Provider's written permission to bring a pet or other animal onto the premises, to comply with Provider's applicable policies with respect to such animal, including executing Provider's Pet Agreement;
- n. To provide Provider with timely written notice of the need for any repairs to the Apartment or common areas;
- o. To immediately notify Provider of any conditions in the Apartment or common areas that are dangerous to human health or safety, or which may damage the Apartment or common areas, or waste utilities provided by Provider;
- p. To use the Apartment only as a private residence, and not in any way that is unlawful or dangerous or which would cause a cancellation of, a restriction on or an increase to the cost of Provider's insurance;
- q. Not to use or store on or near the premises any flammable or explosive substance unless the same is medically necessary, used according to manufacturer and/or prescriber directions and disclosed in advance to Provider;
- r. Not to smoke, use tobacco or vape in the Apartment, common areas or elsewhere on Provider's premises unless otherwise designated by Provider and to comply with Provider's No Smoking Policy, attached to this Agreement as **Attachment H**;
- s. Not to operate any electric space heater, fireplace or similar item with first obtaining the written consent of Provider;
- t. Not to make any copies of keys to the rented premises or to provide keys to non-residents;
- u. Not to install or change locks to the Apartment;
- v. To cooperate at all times with Provider's efforts at pest control and at building upkeep and maintenance and to immediately notify Provider of any infestation;
- w. To park in designated parking spaces only and to adhere to all driving and parking rules established by Provider;
- x. To maintain at all times any vehicles that are parked on the premises in good working order and in an operable status and to maintain the necessary driver's license, insurance and registration for the vehicle(s);
- y. Upon Provider's request, to provide Provider with proof of Resident's current driver's license, as well as the license plate number and proof of insurance and registration for any vehicle Resident operates or parks on the premises or on the property of an affiliate of Provider;
- z. To pay Provider for any loss or damage to the Apartment, building or grounds caused by Resident or Resident's guests, normal wear and tear excepted;
- aa. To notify Provider when Resident's funds are reduced to an amount equal to nine (9) months of Resident's Monthly Fees and other charges;



- bb. To keep Provider fully informed of the status of any planning for alternative housing or any application for financial assistance, including verification of a completed application, and promptly notify Provider of any delay or difficulty in an application for assistance or a problem with continued eligibility; and
- cc. To adhere to applicable terms of this Agreement, including satisfying all residency requirements as identified in Section 9 above.

### **13. CONDITION OF THE APARTMENT**

Resident acknowledges that he or she has inspected the Apartment prior to occupancy and that it is clean and undamaged, except for those items described in writing on a form to be completed by Resident and Provider within seven (7) days of occupying the Apartment.

### **14. RESIDENT HANDBOOK**

By signing this Agreement, Resident agrees to abide by Provider's policies, rules and regulations, which are described in the Resident Handbook and which are incorporated by reference into this Agreement. Provider reserves the right to adopt, amend and discontinue policies, rules and regulations. Provider will provide Resident with written notice of all such changes.

### **15. COMPLAINT PROCEDURE**

Provider recognizes that questions or complaints may arise. It is Provider's goal to address every complaint and concern regardless of source or nature. Questions, concerns and complaints should be addressed with the staff person on duty at the time the issue arises. Additional steps to resolve resident concerns are available and identified in detail in the Resident Handbook.

In addition to Provider's complaint resolution process, Resident has the right to contact the agencies identified in the **Summary & Contact Information** section of this Agreement if Resident does not believe Resident's issue has been addressed properly.

### **16. POSSESSION OF AND DAMAGE TO THE APARTMENT**

In the event Provider cannot provide Resident with possession of the Apartment upon the effective date of this Agreement, Resident will not be responsible for the payment of any Monthly Fees until such time as Provider makes the Apartment available to Resident for occupancy. Resident agrees not to hold Provider liable for any damages incurred by Resident as a result of the unavailability of the Apartment. In the event Resident is unable to take possession of the Apartment for any reason other than the unavailability of the same, Resident agrees that Provider is not liable for damages or monetary loss incurred by Resident as a result of Resident's inability to occupy the Apartment on the date anticipated in this Agreement.

If, for any reason, the Apartment is damaged or destroyed and becomes uninhabitable, Provider may elect not to rebuild or restore the Apartment and may terminate this Agreement pursuant to Section 21 below. Unless Resident, Resident's representatives or Resident's guests caused the damage or destruction, Provider will refund to Resident a pro-rated amount of Monthly Fees paid for the month in which this Agreement is terminated. If Provider elects to repair the damage, Resident will not be responsible for payment of any Monthly Fees during the period in which the Apartment is uninhabitable unless Resident, Resident's representatives or Resident's guests are responsible for the damage, or unless Provider is able to temporarily relocate Resident to another apartment within the Community.

### **17. PERSONAL PROPERTY**

Resident agrees that Provider is not responsible for any loss or damage to Resident's personal property due to any reason or cause, including theft, other than Provider's own negligence. Resident further agrees that Provider is not responsible for damage to Resident's personal property due to fire, water, tornado or other

acts of nature and events beyond Provider's control. ***Resident is strongly encouraged to obtain renter's insurance.***

## **18. GUESTS**

Provider is pleased to welcome all guests. Resident is permitted to have guests in the Apartment at any time. Resident is responsible for the conduct of Resident's guests and is responsible for any damage they may cause to the Apartment or to the premises of Provider. All guests must comply with Provider's visitor policies.

Provider asks that Resident's overnight guests observe a reasonable length of stay. Guests staying longer than a reasonable period of time, as determined by Provider, will be considered additional occupants of the Apartment. In such an event, Resident's guests must meet Provider's occupancy requirements, be approved by Provider for residency and sign an Assisted Living Contract.

Provider reserves the right to ask guests to leave the premises for health, safety or security reasons. Provider may also ask a guest to leave if the guest is being disruptive to others, is causing damage to Provider's property or that of others on the premises, is failing to adhere to the Community's visitor policies or building rules, or if Provider suspects the guest is engaging in illegal conduct.

## **19. PRIVACY; RIGHT OF ENTRY**

a. **Privacy.** Resident has a right to privacy in the Apartment. To further this, Provider has furnished the Apartment with a lockable door, to which Resident has a key. Resident must comply with Sections 5, 12(t) and 12(u) above, as well as any other applicable provisions of this Agreement.

b. **Right of Entry.** Notwithstanding Section 19(a) above, Provider reserves the right to enter the Apartment for the purpose of providing the services included in Resident's Monthly Fees or otherwise purchased by Resident, for maintenance, to conduct periodic Apartment inspections for health, safety or security reasons, or for any other reason permitted by state law. Pursuant to Minnesota law, Provider will attempt to provide Resident with reasonable notice prior to entering the Apartment for reasons other than the provision of scheduled or requested services. The right of entry for the purpose of providing services to Resident extends to any service provider with whom Provider has an arrangement, as well as to emergency services personnel.

## **20. RESIDENT TRANSFERS**

a. **Resident-Initiated Transfer.** If Resident wishes to move to a different apartment for any reason, Resident should contact the Community's Director of Housing for information regarding unit availability and cost, as well as Provider's moving procedure. Unless otherwise agreed to by Provider in writing, Resident is responsible for moving, or for making arrangements to move, Resident's belongings and for paying any and all costs incurred related to such move. Resident must also pay a moving fee to Provider as described in Section 6(i) above.

b. **Provider-Initiated Transfer.** Situations may arise necessitating the need for Provider to move Resident to a different apartment within the Community. These include Resident becoming a beneficiary of a government assistance program in which Provider participates, Resident's inability to meet Resident's financial obligations for the Apartment, Resident's need for certain types of or additional assisted living services, Resident's need for certain medical equipment, etc. This list is not exhaustive. If Provider deems it necessary to transfer Resident to a different apartment, Provider will provide Resident with written notice of the proposed transfer at least 30 days prior to its effective date unless the transfer is necessary because (i) the Apartment is uninhabitable, (ii) Resident has urgent medical needs, or (iii) there is a risk to the health or safety of another resident. In such circumstances, Provider may provide a shorter notice period of the transfer. Provider will not transfer Resident to a different apartment without Resident's consent unless conditions exist that render the Apartment uninhabitable or unless there is a change in the Community's operations involving either a capital improvement project or a curtailment of or

reduction in available services. In the event Resident refuses to move within the Community after receiving Provider's notice that such an action is necessary, Provider may proceed to either not renew or to terminate this Agreement as appropriate pursuant to Section 21 below.

## **21. TERMINATION**

a. **Termination by Resident.** Resident has the right to terminate this Agreement by providing written notice to the Director of Housing of the Community at least one (1) full calendar month prior to the effective date of the termination, which must be the last day of a calendar month. In order for Resident's termination notice to be effective, Provider must receive the same no later than 5:00 p.m. on the last day prior to the beginning of the required termination notice period. This notice period may be shortened upon mutual agreement of Provider and Resident.

This notice period will be shortened in the event Resident is in fear of imminent violence after being subjected to domestic abuse, criminal sexual conduct or harassment and Resident has provided Provider with written notice of the intended termination prior to its effective date, all in compliance with applicable state law.

In all cases, Resident will remain responsible for payment of all Monthly Fees and other charges incurred by Resident through the termination date.

If Resident terminates this Agreement for any reason, other than the exceptions already stated, without giving 30 days prior written notice as described above, Resident agrees to pay to Provider all Monthly Fees for the entire termination notice period. If Provider is able to lease the Apartment and it is occupied prior to the expiration of the notice period, Resident will receive a pro-rated refund based on the number of days the Apartment is occupied by the new resident during this period.

b. **Termination by Provider.** Provider reserves the right to terminate this Agreement for any lawful reason including, but not limited to: (i) failure to timely pay Monthly Fees or other charges; (ii) failure to comply with state or local law; (iii) failure to comply with Provider's rules and regulations or other policies or procedures; or (iv) failure to abide by any other term or provision of this Agreement. Except as described herein, Provider will provide Resident with at least 30 days prior written notice of its intent to terminate this Agreement.

If Provider determines that Resident's continued residency poses a risk or is otherwise detrimental to the health, safety or welfare of Resident or other residents, staff, or volunteers of Provider, this Agreement may be terminated upon Provider providing written notice to Resident at least 15 days prior to the effective date of the termination. Specifically, Provider may terminate this Agreement upon a 15-day written notice to Resident if Resident has engaged in (i) conduct that substantially interferes with the rights, health or safety of other residents, (ii) conduct that substantially and intentionally interferes with the safety or physical health of the Community's staff, or (iii) an act specifically identified in Minn. Stat. §504B.171 that substantially interferes with the rights, health or safety of other residents.

Provider may also elect to terminate its provision of assisted living services to Resident without terminating Resident's housing services upon providing Resident with a 15-day advance written notice if (i) Resident has engaged in conduct that substantially interferes with Resident's health or safety, (ii) Resident's assessed needs exceed the scope of services agreed upon in this Agreement and the services needed by Resident are not offered by Provider as indicated in Provider's UDALSA, or (iii) extraordinary circumstances exist, resulting in Provider being unable to provide Resident with needed services, despite Provider's representation in its UDALSA that such services are available.

c. **Right to Appeal.** If Provider issues a termination notice pursuant to Section 21(b) above to either terminate this Agreement in its entirety or to terminate Provider's provision of assisted living services to Resident, Resident has the right to appeal the termination to the Minnesota Department of Health. Provider will provide Resident with information regarding Resident's appeal rights upon issuing its termination notice to Resident.

d. **Nonrenewal of Agreement.** Provider may elect not to renew this Agreement by providing Resident with written notice of its intent at least 60 days prior to the effective date of the nonrenewal. Provider will also provide Resident with reasonable assistance in relocating to a new housing provider and in engaging a new service provider, if applicable. Provider's decision not to renew this Agreement and to allow the same to expire is not subject to appeal by Resident.

e. **Procedure upon Termination or Expiration.** Upon termination or expiration of this Agreement, or any extension thereof, Resident agrees to vacate the Apartment, remove Resident's belongings and return all keys to Provider no later than 12:00 p.m. (noon) on the last day on which this Agreement is effective. Resident shall quit and surrender the rented premises in as good a state or condition as they were at the commencement of this Agreement, reasonable wear and tear excepted. If Provider has permitted Resident to make alterations to the Apartment, at Provider's request, Resident agrees to restore the Apartment to its original condition at Resident's expense. In the event Resident vacates the Apartment prior to termination or expiration of this Agreement, Resident will be responsible for paying all Monthly Fees for the remainder of the month in which Resident vacates the Apartment, as well as through the applicable termination or nonrenewal notice period discussed above. In the event Resident vacates the Apartment following the termination or expiration of this Agreement, Resident shall be responsible for paying all Monthly Fees and other incurred charges through the date on which Resident actually vacates the premises.

f. **Abandonment of Property.** If, after this Agreement is terminated or expires, Resident fails to remove Resident's personal property from the Apartment, garage or storage unit, if applicable, Resident agrees to continue paying a pro-rated rental rate until such time as Resident's personal property has been removed. Provider, in its sole discretion, may choose to remove Resident's abandoned personal property from the Apartment, garage or storage unit, if applicable, and store it elsewhere. In such a case, Resident agrees to pay Provider for any costs it incurs in storing and/or disposing of Resident's abandoned personal property. Pursuant to and in accordance with Minnesota law, Provider may sell or otherwise dispose of Resident's abandoned personal property and apply any proceeds from the sale of such abandoned property to any outstanding charges owed to Provider.

g. **Resident's Default.** In the event Resident fails to perform Resident's obligations under this Agreement and, after receiving reasonable notice of such breach consistent with Minnesota law, Resident fails to correct the same; Provider may terminate or not renew this Agreement in accordance with Minnesota law and this Section 21. If Resident refuses to vacate the Apartment, Provider may proceed with an eviction action against Resident as permitted by applicable law. Resident agrees to pay all costs and expenses associated with Provider's efforts to enforce the Agreement and to remove Resident from the property, including reasonable attorneys' fees.

## **22. INDEMNIFICATION**

As an occupant of the Community, Resident assumes the risk for Resident's own safety and for the safety of Resident's guests and agents. Resident will indemnify and hold harmless Provider, its employees, officers, managers, owners and agents from and against any and all claims, actions, damages, and liability and expense in connection with loss of life, personal injury or damage to property, arising from or out of, or caused wholly or in part by, an act or omission of Resident or Resident's guests or agents.

## **23. INSURANCE**

Provider will maintain appropriate levels and types of insurance covering the building and its contents. Because Provider does not maintain insurance covering the contents of residents' apartments, garages or storage units, Resident is strongly encouraged to carry appropriate levels of liability insurance covering both the contents of the Apartment, as well as any injury to Resident or Resident's guests occurring within the Apartment ("renter's insurance"). Resident acknowledges and understands that the lack of such insurance coverage may result in personal loss to and/or liability of Resident.

## **24. LIABILITY**

Provider is not liable to Resident or Resident's guests for any injury, death or property damage occurring in the Apartment or on Provider's premises unless such injury, death or property damage occurs as the result of Provider's own negligent acts or omissions, or those of its employees, officers, managers, owners or agents. Provider is also not liable for any injury, death or damage occurring as the result of Resident's receipt of health-related, supportive or other services from third-party providers. Unless caused by one of the aforementioned excepted reasons, Resident agrees to hold Provider harmless from any and all claims for injuries, property damage or any other loss resulting from an accident or other occurrence in the Apartment or on Provider's premises.

## **25. SUBORDINATION**

This Agreement is subject to all present or future mortgages affecting the rented premises, and Resident hereby appoints Provider as Attorney-in-Fact to execute and deliver any present or future mortgage affecting the rented premises. Resident agrees that certain rights of the holder of any present or future mortgage or contract for deed may have a higher priority than Resident's rights as a resident of the Community.

From time to time, Provider may need to obtain certain income information from Resident. By signing this Agreement, Resident agrees to provide such information truthfully and accurately upon request by Provider. Resident further agrees to execute and deliver to Provider such further certificates and documents as Provider may reasonably require in connection with any financing, mortgaging or sale that may affect the rented premises.

## **26. ASSIGNMENT AND SUBLETTING**

Resident acknowledges that Provider has the right and authority to assign this Agreement without prior notice to Resident and without Resident's consent. In the event Provider enters into an arrangement with another party whereby Provider intends to sell its interest in the Community, Provider will notify Resident of the same.

Resident acknowledges that nothing in this Agreement grants Resident any proprietary or ownership interest in the Community. Resident's rights in this Agreement are personal and cannot be assigned, transferred or pledged without Provider's written approval. Provider does not allow the subleasing or assignment of its apartments by residents.

## **27. CONDEMNATION**

In the event the Apartment or building, or any material part thereof, is taken by condemnation by any competent governmental authority, Provider shall have the right to terminate this Agreement effective as of a date on or before the actual condemnation by giving written notice of termination to Resident. Upon any condemnation, Provider shall be entitled to the total condemnation award.

## **28. DEFAULT & REMEDIES**

A default and breach of this Agreement shall occur if Resident:

- a. Abandons the premises;
- b. Fails to make any payment of rent or for services when due and payable under this Agreement;
- c. Fails to vacate the Apartment no later than the last day on which this Agreement is effective;

- d. Engages in conduct that is interpreted by Provider to be criminal in nature or that results in an immediate threat to the health or safety of Resident or others in the building, including residents, visitors, volunteers and staff; or
- e. Fails to comply with any other term or condition of this Agreement and such failure continues for seven (7) days after Resident receives written notice thereof from Provider.

In the event Resident defaults on Resident's obligations under this Agreement, Provider may pursue any and all rights and remedies it may have, including proceeding with legal action to request the right to re-enter and take possession of the rented premises, remove any personal property belonging to Resident left on the premises and make such alterations and repairs as may be necessary in order to re-let the rented premises, all as permitted by applicable law. If Provider initiates such legal action against Resident, Provider may, at its option, file or pursue such action through final judgment or settlement in the district court of the county in which the Community is located or in the District Court of Hennepin County, Minnesota.

Provider shall be entitled to, and Resident shall be responsible for, any and all costs incurred by Provider, including costs of re-letting and reasonable attorneys' fees, in any action or proceeding to secure any rights under this Agreement or to enforce any remedies available hereunder or at law. If, after payment of Provider's fees and costs, the rent and service payments received are less than that to be paid by Resident hereunder, Resident shall pay any deficiency to Provider.

## **29. WAIVER**

Failure by Provider to enforce any term or condition of this Agreement is not to be construed as a waiver of the term or condition itself or of the enforcement of any subsequent breach thereof. Wherever possible, each provision of this Agreement will be interpreted in the manner so as to be effective and valid under applicable law. Any provision of this Agreement that is prohibited by or invalid under applicable law will be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

## **30. NONDISCRIMINATION**

Provider is an equal opportunity provider of housing and assisted living services. Except as may otherwise be permitted under law with respect to the provision of senior housing, Provider does not discriminate in its provision of housing or assisted living services with respect to age, race, color, religion, sex, national origin, ancestry or disability, or any other category protected by law.

## **31. GOVERNING LAW; ENTIRE AGREEMENT**

This Agreement shall be governed and construed by the laws of the State of Minnesota. This Agreement and its attachments, along with the Arbitration Agreement signed contemporaneously with this Agreement, if applicable, and any other documents referenced above and incorporated herein, constitute the entire agreement between the parties with respect to the subject matter hereof and will be binding upon and inure to the benefit of Provider, its successors and assigns and Resident, Resident's heirs, legal representatives or assigns. This Agreement excludes and supersedes any and all other written or oral agreements and any other terms or provisions not included herein.

## **32. AMENDMENT OF AGREEMENT**

Except with regard to changes by Provider (a) in the monthly rent, (b) to its Resident Handbook and related policies, rules and regulations and (c) to meals, assisted living services and related fees, this Agreement may be amended only by a written agreement signed by the parties hereto. Unless otherwise indicated herein or as otherwise required by law, Provider will provide Resident with at least thirty (30) days prior advance written notice of any amendments to this Agreement. Provider reserves the right to make

amendments without providing advance written notice if required for the safety of residents, staff or others, or for the integrity of the Community, in which case Provider will provide Resident with as much advance notice as reasonably possible. In the event Resident does not sign an amendment to this Agreement but continues to reside in the Apartment without providing Provider with a notice of termination, Resident will be deemed to have accepted such amendment and will be expected to adhere to its terms. Provider is not responsible for any warranties or representations made to Resident other than those provided by statute, or as written in this Agreement, even if made by Provider's staff or its authorized agents.

### **33. NOTICE**

a. **Notice to Resident.** Any notice or other communication delivered to Resident by Provider under this Agreement shall be deemed to have been given on the date of delivery when such notice or communication is delivered by hand to the Apartment. Delivery may also be made via (i) express, certified or registered mail, return receipt requested, if sent to the Apartment or to such other mailing address as is provided by Resident to Provider in writing or (ii) a reputable overnight courier service for next business day delivery. Notice shall be considered received on the date of delivery or, in the case of mailing, three days following the date of deposit with the U.S. Mail, whichever is earlier. Resident is encouraged to regularly review bulletin boards at the Community for announcements, activity schedules and other general resident information.

b. **Notice to Provider.** Any notice or other communication delivered to Provider by Resident under this Agreement shall be deemed to have been given on the date of delivery when such notice or communication is delivered by hand to the Director of Housing's office at the Community. Delivery may also be made via (i) express, certified or registered mail, return receipt requested, if sent to the Director of Housing at the building address indicated in the **Summary & Contact Information** section this Agreement or to such other mailing address as is identified by Provider or (ii) a reputable overnight courier service for next business day delivery. Notice shall be considered received on the date of delivery or, in the case of mailing, three days following the date of deposit with the U.S. Mail, whichever is earlier. Service of legal papers upon Provider must be made to the authorized person identified in the **Summary & Contact Information** section of this Agreement and in the manner required by law for the specific legal papers being served.

### **34. SEVERABILITY**

If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, this Agreement shall be read as if such unenforceable provision was not included and all other provisions of this Agreement shall continue in full force and effect.

### **35. SURVIVAL**

Provider and Resident both acknowledge and agree that the following Sections shall survive termination or expiration of this Agreement: Section 21(f), Section 22, Section 24, Section 28, Section 29, Section 32, Section 34 and Section 35.

### **36. ACKNOWLEDGMENT**

By Resident's execution of this Agreement, Resident acknowledges that Resident has read this Agreement, including its attachments and other incorporated documents, understands its terms and conditions and agrees to adhere to the same. Resident further acknowledges that this Agreement is a legally binding document. Resident acknowledges receiving information regarding the Community's available assisted living services. If applicable, Resident also acknowledges receiving a copy of Provider's disclosure of special care status as required by Minnesota law. Finally, Resident acknowledges that Resident has received information regarding how to contact the appropriate state agencies with complaints or concerns about Provider.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement.

**PROVIDER:**

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

DATE: \_\_\_\_\_

**RESIDENT(S):**

1. \_\_\_\_\_

2. \_\_\_\_\_

DATE: \_\_\_\_\_

**RESPONSIBLE PARTY:**

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Phone Number)