

DAGGETT-CRANDALL-NEWCOMB HOME, INC.

RESIDENT AGREEMENT

Agreement entered into this _____ day of _____,
201____, between _____
_____ (“Resident”) and the
DAGGETT-CRANDALL-NEWCOMB HOME, INC., OF 55Newland St., Norton,
Massachusetts 02766 (the Home).

WHEREAS, the Home is a non-profit corporation licensed to provide health care services by the Commonwealth of Massachusetts; and

WHEREAS, the resident states that he/she has read the entrance and eligibility requirements of the Home, and warrants that he/she meets all of those requirements and will agree to conduct himself/herself in accordance with the Resident Handbook and this Resident Agreement;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. Occupancy at the Home. The home will provide each Resident with a living unit consisting of a single or double or large room as mutually agreed upon by the parties or as may be agreed upon in the future if needs should change and space is available. The Home will pay for all utilities of each living unit with the exception of telephone service, and cable T.V./computer service which must be provided and paid for by the Resident. The Home offers two different Service Packages: Standard Service or Enhanced Services. The Service Package is determined according to the level of care required.

The provision of a particular service in the past does not oblige the Home to continue the provision of that service now or at any time in the future. The Home will exercise such reasonable care toward the Resident. As his/her known condition may require, but the Home shall not be an insurer of his/her safety or welfare and Assumes no liability for such. The Resident shall pay the applicable monthly fee on or before the 1st day of each month during his/her residence. The monthly fee may be changed upon 60 days notice by the Home, or by mutual agreement upon a change of room type or size. Any payments made late by more than 14 days shall bear a late charge of 5%, or 25.00, whichever is greater. In the event of failure to pay fees by the Resident for 2 months or more, the Resident may be terminated for non-payment of rent. Upon termination, all fees due shall bear interest at the rate of 1% per month, or 12% per annum. The Resident shall be responsible for all reasonable costs of collection, including reasonable attorneys fees

The services of professionals other than those provided in the basic fee for services, including but not limited to doctors, dentists, opticians, hairdressers and others shall be separately contracted and paid for by the Resident.

2. Financial Considerations. Upon execution hereof, the Resident shall pay the first month's rent in advance in the amount of _____ and a deposit in the amount of _____ which is attributed to last month's room and board.

3. Eligibility. The Resident may reside at the Home for only so long as the Resident complies with the eligibility requirements and for only so long as the Resident complies with all of he/she other obligations of the Agreement, the Resident Handbook, and all other policies and procedures duly adopted by the Home. The Resident further acknowledges, that if he/she no longer meets the eligibility requirements for any reason, or if he/she does not comply with any other of the obligations of this Agreement or the policies and procedures of the Home, the Home may ask him/her to vacate the premises in accordance with paragraph 8.

4. Obligations of the Resident. The Resident hereby agrees to abide by the following obligations:

- a. to live in a lawful and peaceful manner respecting the neighbors' and other Residents' rights to privacy and quiet.
- b. to read, learn about and comply with all policies and procedures of the Home included in the Resident Manual or as otherwise adopted by the Home.
- c. to use the living unit as a dwelling solely for the Resident and not to transfer the unit to another party or allow another party to use or reside in the unit without the consent of the Home.
- d. to be responsible for his/her guests at all times. A guest is a person who has The Resident's and the Executive Director's permission to be on the premises.
- e. to receive approval from management prior to keeping any pets on the premises, and to maintain responsibility at all times for said pets;
- f. to make no alterations to the interior or exterior of the living unit or building without the approval of the Executive Director;
- g. to allow the Executive Director or other staff of the Home access to the living unit at all times and for all purposes.

5. Continued Eligibility. The Resident acknowledges that his/her residency is conditioned on the fact that he/she meets all of the eligibility requirements of the Home. Periodically, and at least every 30 months, the Executive Director of the Home, or his/her delegate, shall conduct a redetermination of eligibility for residency.

6. Termination of this Agreement by the Resident. The Resident may terminate this agreement at any time by giving the Executive Director written notice of his/her intent to terminate this Agreement and vacate the premises. Notwithstanding the foregoing, any obligation of the Resident under this agreement shall not terminate until the Resident has vacated the unit and the premises and removed all of his/her property from the unit and elsewhere at the premises.

7. Termination of this Agreement by the Home. The Home may terminate this Agreement and the residency which accompanies it under the following terms and conditions:

- a. the Resident has an income or assets which do not provide for a reasonable expectation of paying the fees under this agreement.
- b. when the Resident has, or the Home reasonably believes in good faith that the Resident has, a physical or mental impairment(s) which interfere with the Resident's ability to live within the Home's program as then in effect;
- c. when the Resident requires the assistance and services available in a long-term care facility. The Home is not a long-term care facility and cannot provide the medical or other services which that facility is able to provide.
- d. when the Resident has been interfering with the rights of other Residents;
- e. when the Resident has engaged in any unlawful activity on the premises, or when the Resident has engaged in any unlawful activity which makes him/her a danger to other Residents and/or the staff of the Home;
- f. when the Resident poses a serious threat to the health or safety of other Residents;
- g. if the Resident has misrepresented or ever misrepresents any fact required to be submitted as part of the application for continued occupancy or as part of any evaluation to determine the Resident's ongoing eligibility for residency;
- h. if the Resident fails to display the inability to live cooperatively with other Residents in the Home's setting;
- i. where the Resident has persistently engaged in the excessive use of alcohol, drugs and other intoxicants;
- j. where the Resident has substantially violated any term, condition or covenant of this Agreement or Resident Manual.

Except where the Resident's condition or behavior constitutes or creates an emergency or a hazardous situation or non-payment of fees, the Home will provide the Resident with thirty (30) days written notice of its intent to terminate this Agreement. The Resident will have thirty (30) days from the receipt of the termination notice to vacate the unit and premises. The notice period for non-payment of fees shall be fourteen

(14) days. Within ten (10) days of his/her receipt of a termination notice, the Resident may appeal the termination decision to the Board of Directors of the Home, whose decision shall be final. If the Resident's condition or behavior is such that it creates an emergency or hazardous condition for either the Resident or other Residents or staff of the Home, the Home may immediately terminate the residency by providing the Resident with two (2) days written notice. If the Resident provides the Home with the name, address and telephone number of an emergency contact, the Home shall endeavor to provide a copy of the termination notice to the emergency contact. However, the Home is not responsible to insure that such emergency contact information is up to date and accurate, and the failure of the Home to provide such notice to the emergency contact shall not prevent the termination notice from taking effect.

8. Non-Discrimination Policy. The Home does not discriminate on the basis of race, color, religious creed, national origin, gender, sexual orientation, disability, or ancestry.

9. Reasonable Accommodation Policy. The Home recognizes that, to the extent required by law, it may be required to provide Residents or potential Residents with disabilities with reasonable accommodations so that they may enjoy the benefits of the Home. Any requests for reasonable accommodations must be made in writing to the Executive Director in accordance with the Reasonable Accommodation Policy of the Home included within the Resident Handbook.

10. Personal Property. The Resident may use his/her own furniture, with all expenses of moving being the responsibility of the Resident. The Home is not responsible for any personal property or belongings or valuables of the Resident brought into or left at the Home. Should any personal property of the Resident not be promptly removed at the termination of residency, the Home may continue to charge for occupancy until the room is vacated, or may consider the property as abandoned and may dispose of same at the expense of the Resident. In the event of termination of the tenancy, the Home is authorized to release any and all personal property of the Resident to the following person:

Name: _____
Address: _____
Telephone: _____
Relationship: _____

11. Emergency Contact: In the event there is an emergency the Home shall contact

Name: _____
Address: _____
Telephone: _____
Relationship: _____

12. Miscellaneous: This Agreement is made under the laws of the Commonwealth of Massachusetts. It may be modified by the Home at any time if the Home provides a written notice of the modification(s) to the Resident and: the Resident signs an acknowledgment that

he/she received it, or in the event the Resident is unable or unwilling to sign an acknowledgment of receipt, that the Executive Director deliver the modification to the Resident with a witness, and the witness signs the acknowledgment of receipt. None of the Resident's right or obligations under this Agreement may be assigned or delegated.

DAGGETT-CRANDALL-NEWCOMB HOME, INC.

By: _____
Executive Director (Sign Name) (Print Name)

By _____
Resident (Sign Name) (Print Name)

The undersigned hereby guarantees the payment of all financial obligations of the above-named Resident and agrees to pay the reasonable costs of collection of such amounts, including but not limited to reasonable attorney's fees.

Guarantor

Address: _____
