

Tenant Name: _____

Move in Date: _____

Apt. #: _____



Village Ridge Occupancy Agreement

- 1) **Ownership:** The owner of Village Ridge Assisted Living is Village Ridge, LLC designates Dimensions in Senior Living, LLC to act as the manager of the property and act on its behalf for the purpose of serving notices, and to otherwise fulfill the duties, obligations, and rights of the owner under this agreement.
- 2) **Occupancy Agreement:** This Occupancy Agreement is between Village Ridge Assisted Living and the above-named Tenant. Village Ridge is licensed as an Assisted Living Program by the state of Iowa. This agreement begins on the Move-In date listed above and will be in effect for the duration of the Tenant's occupancy at Village Ridge Assisted Living. The Tenant rents from Village Ridge an assisted living unit, with residence specified in the above listed apartment unit based upon the terms and conditions set forth in this agreement. Changes in the Occupancy Agreement or fee structure will only be made upon thirty (30) days written notice.

All notices provided to Village Ridge should be provided in writing and shall be delivered to the Executive Director at 365 Marion Blvd, Marion, IA 52302 via hand delivery or certified mail. Any notice to be given to the Tenant shall be deemed given if mailed by first class mail or personally delivered to Tenant's Apartment or their Representative.

The Occupancy Agreement may be changed to reflect the change in services, policies, or financial arrangements.

- 3) **Use and Occupancy:** Tenant(s) shall personally use and occupy the rented assisted living apartment only as a private dwelling and shall not be used for any commercial business, professional or trade activities without written approval of the Assisted Living Facility. The apartment shall be used as a residence only by the individual(s) identified in the "Tenant Name" on this agreement. Tenant(s) may not sublet or assign any portion of their apartment to someone else. Tenant(s) shall not use their apartment for any disorderly or unlawful purposes or in a manner determined by the Owner to be undesirable or offensive.

Visitors are welcome, but no visitor shall stay more than 7 nights in a row, or more than 14 nights total in any calendar year unless special permission is obtained from management. If management allows visitors to stay beyond the above listed limits, the Tenant agrees to pay applicable additional fees related to the occupancy of the apartment by a Second Person as specified in the marketing materials for Village Ridge.

- 4) **Deposit and Community Fee:** A \$500 deposit holds the Tenant apartment as outlined on the Reservation Agreement. Upon admission to Village Ridge, the Tenant's first month's rent, level of care charges, community fee and applicable fees as outlined in Addendum A are due. At the time of admission, the \$500 reservation fee will be applied to the community fee of \$2000, \$1000 of the community fee will be held as a refundable damage deposit the remaining amount is applied to community administrative and move-in fees and is non-refundable. A Tenant may have their spouse

occupy an apartment with them for an additional charge of \$750 per month, plus any additional applicable level of care charges.

Without obligation to do so, Village Ridge may apply all or part of the Security Deposit to any unpaid Rent or other charges due from the Tenant or to cure any other defaults of the Tenant. If Village Ridge uses any part of the Security Deposit, the Tenant agrees to restore the Security Deposit to its full amount within 10 days after a written request is provided by Village Ridge. No interest shall be paid on the Security Deposit. Tenant may not use the Security Deposit in lieu of paying Rent.

- 5) **Fees and Charges:** Apartments at Village Ridge are rented on a month-to-month basis. Tenant's monthly rent is based on the type of apartment they occupy, and services received. See Addendum A Financial Agreement for specific monthly rental rates and level of care charges. For a list of services provided at each level of care, please see Addendum B Level of Care Worksheet.

Included in the monthly rent for all levels of care are most activities and outings, utilities (including gas, water, electricity, and cable television), three meals a day, medical alert pendant, access to facility common areas for general use, transportation (as outlined in Addendum A) and weekly housekeeping. Village Ridge staff can provide assistance with activities of daily living such as dressing, grooming, bathing, medications, and other services for an additional charge as outlined in Addendum B Level of Care Worksheet. Personal hygiene supplies, Tenant personal items, beauty and barbershop fees, guest meals, and specialized activities and outings (fees will be disclosed in advance) are not included as part of the monthly rental fee.

In addition to the above outlined services Tenants residing in the Memory Care unit at Village Ridge will receive services especially designed for Tenants with Alzheimer's or other forms of dementia. Village Ridge takes an individualized activity approach to Alzheimer's and Dementia Care taking into account Tenant preferences, interests, and personal history in developing an individualized service plan that meets the Tenant's personal care assistance needs as well as their social activity needs.

- 6) **Tenant Accounts:** Rent is due in advance on the first day of each month without set-off, deduction, or demand. Tenants who have outstanding rent after the 10th of the month will be assessed a late fee of \$12.00 per day the rent is late not to exceed a maximum monthly late fee of \$60.00 in accordance with the Iowa Uniform Residential Landlord and Tenant Act. The existence of a late fee is not to be construed by Tenant as a waiver of the requirement that the rent installments are due on or before the due date designated above.

Any check returned by Tenant's financial institution because of insufficient funds or other reasons, will be subject to a surcharge per occurrence of \$25. Village Ridge reserves the right to seek civil damages pursuant to Iowa Code Section 554.3513 for any dishonored check, in addition the applicable fee for late rent.

Tenants who have outstanding balances following the tenth (10th) day of the month will be issued a statement reminding them of the past due account and asking for prompt payment. They will also receive notice to vacate the premises if this matter is not handled within thirty (30) days. On the twentieth (20th) day of the month, an additional statement will be issued if arrangements to pay the account have not been made. The statement will state the past due amount and remind them that they have until the tenth (10th) to pay the outstanding balance or to vacate the premises. All letters regarding

non-payment will be sent to the person designated by the Tenant upon admission on Addendum A of this agreement as the party responsible for payment. Tenant further agrees to pay interest on the balance of the monthly fee (less rent) that is more than thirty (30) days delinquent, at an interest rate of fifteen percent (15%) per year. In addition, the other remedies by law, if rent is unpaid when due, and Tenant fails to pay the rent within three (3) days after notice by Program of nonpayment and the Program's intention to terminate this Occupancy Agreement if the rent is not paid within that period of time, Village Ridge may terminate this Occupancy Agreement.

Statements for Tenant accounts will be sent out on or before the 25th of the month for the next month. Statements will be sent to the person designated by the Tenant as responsible for payment on Addendum A Monthly Apartment Rental Payment Information of this Occupancy Agreement.

Payments for monthly rent will be accepted by check, money order, or direct deposit only. Payments may be mailed to Village Ridge at 365 Marion Blvd, Marion, IA 52302 or dropped in the rent payment box in the mailbox area in the front lobby at Village Ridge.

In the event more than one person is a Tenant of the unit under this agreement, the obligation to pay the Monthly Rent and other amounts payable hereunder shall be a joint and severable obligation of such persons.

- 7) **Fee Changes:** Changes in monthly rental or level of care rates are only upon thirty (30) days written notice, except for when there is a change in condition or level of service need. Written notice is provided to the Tenant and the person designated by the Tenant as the party responsible for payment on Addendum A of the Occupancy Agreement.
- 8) **Refund:** The facility requires Tenants to provide a written thirty (30) day notice of intent to vacate the premise to the Executive Director. A refund of any unused advance payment will be made only if proper notice is given. If the Tenant moves at the last of the month and does not give proper notice, a statement will be sent for thirty (30) days. Refunds and notification of any funds withheld from the damage deposit will be mailed out within 30 days of the termination of the Occupancy Agreement. Refunds will be sent to the person responsible for payment on Addendum A unless other arrangements have been requested by the Tenant or responsible party in writing.

Tenant expressly agrees that Village Ridge may withhold the rental deposit or any portion of the rental deposit in such amounts as are reasonably necessary for the following reasons:

- a) To remedy a Tenant's default in the payment of rent or of other funds due pursuant to the Occupancy Agreement;
 - b) To restore the apartment to its condition at the commencement of the deposit or any portion of the rental deposit is withheld for the restoration of the apartment, the statement shall specify the nature of the damages.
 - c) To recover expenses incurred in acquiring possession of the apartment from a Tenant who acts in bad faith in failing to surrender and vacate the apartment upon noncompliance with the Occupancy Agreement and notification of such noncompliance.
 - d) For such other purposes as may be allowed by law.
- 9) **Absences:** Tenant is responsible for paying all apartment rental and level of care fees as outlined in Addendum A when they are absent from the facility including but not limited to times when the Tenant

is on vacation, when they are transferred temporarily to a skilled nursing facility or other health care facility or hospitalized. Level of care rates will be prorated when a Tenant is absent from the facility for more than 14 days.

Tenants are free to leave Village Ridge at any time that they wish but are asked to utilize the facilities sign in and sign out register at the front desk. Tenant(s) should notify Village Ridge of absences longer than 24 hours. If the Tenant is going to be absent for an extended period of time Village Ridge asks that the Tenant notify the facility in advance or as soon as possible of the absence.

- 10) **Continual Charge:** Charges are continued as long as the Tenant's belongings occupy the apartment. Monthly apartment rental charges will be charged to the Tenant until all the Tenants belongings are removed from the apartment and the keys to apartment are returned to Executive Director or a member of the facility management staff and when applicable notice to vacate requirements are met as outlined in this agreement.
- 11) **Third Party Payments:** Any monies owed beyond third party payment are the responsibility of the Tenant. Village Ridge will accept private insurance and Medicaid Elderly Waiver payments. Tenant is responsible for the difference between the total charges and the amount paid by the Third-Party Payor. The Program may require disclosure of a Tenant's personal financial information for occupancy or continued occupancy.

Village Ridge does not accept payment under Medicaid or Medicare. Effective March 1, 2011, Village Ridge will not be accepting upon admission the Ill and Handicapped, Elderly or Physical Disability Waiver. Tenants must live at Village Ridge for a minimum of 2 years private pay before applying for Ill and Handicapped, Elderly or Physical Disability Waiver. Village Ridge has a limited number of studio units available for utilization for Medicaid Waiver. In the event Tenant becomes ineligible or charges are denied, Tenant is responsible for all monthly fees.

Tenants who have limited financial resources should contact the Executive Director to discuss their financial options at least 90 days prior to running out of private pay funds. For assistance regarding third-party payment resources, Tenant should contact the Iowa Department of Human Services at 1-800-972-2017 or the Senior Health Insurance Information Program at 8-800-351-4664.

- 12) **Internal Moves:** If a Tenant needs to move within Village Ridge the Tenant may obtain moving services or Village Ridge Staff may assist in moving the Tenant's personal belongings and furniture. If the Tenant requests that facility staff assists with moving the Tenant's belongings and furniture between the apartments a moving fee of \$200 will be charged to cover the cost of labor and materials to move the Tenant to their new apartment. If there is damage to the apartment the Tenant is moving from the Tenant's damage deposit will be utilized to make the repairs and the Tenant will be asked to make the necessary payment to bring the damage deposit back to amount as outlined in item 2 of this agreement.
- 13) **Tenant Records:** All information in the Tenant's records, regardless of form or storage method of records, will be kept confidential, except when release is required by transfer to another facility, law, third party payment contract, or Tenant or Tenant's legal representative. Each Tenant has the right to review their medical record.

- 14) **Health and Personal Care Services:** Village Ridge staff regularly observe and interact with the Tenant. Our staff consists of our Executive Director, RN, Life Enrichment Coordinator, HR/Business Manager, Marketing Coordinator, Maintenance, LPN(s), Medication Aides, Nurse’s Aides, Dietary, and Housekeeping staff. We are not qualified to make medical decisions. In the event of an emergency, Village Ridge staff will contact emergency medical services to assist the Tenant by calling “911” or otherwise summoning appropriate medical service personnel.

CPR in the event of a health emergency where a Tenant is found to be unresponsive and in cardiac and/or respiratory arrest, the staff will immediately call Emergency Medical Services (EMS) by contacting 911 for assistance and wait with the Tenant. Staff WILL NOT initiate or provide resuscitation procedures including cardiopulmonary resuscitation (CPR) to Tenant while waiting for the arrival of Emergency Medical Services

Illness: Any illness that incapacitates a Tenant to the point of needing continual daily assistance for a temporary period needs immediate action. A family member or friend may stay with the Tenant, paying only for meals if staying in the Tenant’s apartment, to help them through a difficult time without a move being necessary. The length of stay of a family member during this temporary period of illness shall be agreed upon by the Executive Director and the family and documented in the Tenant’s record. The Tenant may also arrange for an outside service provider, which should be coordinated through Village Ridge’s RN(s). Should a Tenant need health care services that cannot be provided by Village Ridge, please contact the facility RN. Nurse delegation utilized at Village Ridge will be under the supervision of the facility RN(s). If medical services are required on a periodic basis or for short-term illness, Village Ridge will assist the Tenant in obtaining such services. Payment for these services shall be at the Tenant’s sole cost and expense. Responsibility for initial acquisition and refilling of prescribed medication shall be specifically assigned to the Tenant, Tenant’s Representative in the Residents Service Agreement.

Village Ridge is under no obligation to provide any service to Tenant other than the services set forth in this Agreement and identified in the Tenant’s Service Plan. Except as otherwise expressly stated in this agreement, or Tenant’s Service Plan the Tenant is responsible for furnishing or paying for any of their own health and medical services, including, without limitation hospital services, physicians’ services, nursing services including skilled nursing facility stays, private duty personnel, medications, vitamins, eye glasses, eye examinations, hearing aids, ear examinations, dental work, dental examinations, orthopedic appliances, podiatry services, assistive devices, laboratory tests, x-ray services, rehabilitative therapies, personal hygiene supplies, or any ambulance services. Tenant is required to select a local physician and notify Village Ridge in writing of the name, address, and telephone number of said medical provider.

The Executive Director and RN monitor the level of care of all the Tenants and will staff according to the level of assistance required by the Tenants residing in the facility. Staff is available to assist with personal care and/or assistance with instrumental activities of daily living. Health-related care may be provided by licensed nurses or by other nursing staff through nurse delegated assistance with medication or activities of daily living. If the overall level of care needed by the Tenants residing in the facility changes based on resident assessment staffing will be adjusted accordingly. Village Ridge has staff available on-site 24-hours a day to assist Tenants.

- 15) **Tenant's Rights:** State and Federal laws protect Tenant's rights as a citizen of the United States. Tenants do not give up any of their rights by becoming a Tenant of an Assisted Living community. Specific Tenant Rights information is included in Addendum C of this agreement.
- 16) **Apartment Damage:** Each apartment is rented unfurnished, and clean. The Tenant agrees to maintain their apartment in a clean, sanitary, and orderly condition. The Tenant shall reimburse the community for the repair to the Tenant's apartment and for the repair or replacement of furnishings and fixtures owned by Village Ridge in the Tenant's apartment beyond ordinary wear and tear. In addition, the Tenant shall reimburse the community for any loss or damage to the community's real or personal property outside the Tenant's apartment caused either intentionally or negligently by the Tenant or person on the premises with the Tenant's permission.

When the Tenant vacates the apartment, management may withhold from the Security Deposit all amounts as may be permitted by Iowa Law and shall refund any remaining portion of the Security Deposit to the Tenant as outlined in item (4) and (8) of this agreement. Damages to the apartment beyond ordinary wear and tear which exceed the amount of the security deposit will be billed to the Tenant as permitted by Iowa law.

- 17) **Limitation of Liability:** Village Ridge shall not be bound by a statement made by any person representing or purporting to represent it unless set forth in writing in this Agreement or written amendments.

Village Ridge is not responsible for loss of any property belonging to the Tenant due to theft or any other cause. Tenants are encouraged to maintain personal liability and property insurance with reasonable policy limits thereby affording the Tenant adequate risk coverage. The Tenant is responsible for purchasing and maintaining their own liability and property insurance policies.

Because Village Ridge is unable to exercise control over the Tenant's personal effects, Village Ridge strongly discourages Tenant from maintaining items of exceptional value within the Tenant's unit. Village Ridge strongly encourages the Tenant to remove such items from the premises for safekeeping.

The terms and conditions of occupancy are governed by applicable state and/or federal law as well as rights and remedies afforded under applicable law; provided that the Tenant agrees that Village Ridge shall not be liable in any way connected with the Tenant's or Tenant's guests' or invitees' negligence or intentional acts or omissions.

- 18) **Apartment Decorating:** Tenants are encouraged to personalize their own apartment by providing their own furnishings. Tenants unable to furnish their own apartment should contact the Executive Director. Tenants are allowed to decorate and furnish their apartments as they choose, if their possessions do not exceed the space provided or cause health and/or safety concerns for themselves, other Tenants, or staff and provided that they do not make any structural or physical changes to the apartment unless expressly approved in writing by the Village Ridge's Executive Director. Any such alterations or improvements shall become the property of Village Ridge. Tenants who choose to repaint, wallpaper, or border their apartment must have prior approval of the Executive Director and must return the apartment to its original condition upon move-out. Any changes or modifications to the apartment which require the services of electrician, contractor, or similar professional must be approved by the Executive Director at the cost of the Tenant.

Newspapers and magazines may not be allowed to accumulate in Tenant apartments for fire safety reasons. Fuels, such as lighter fluid and matches, may not be maintained in Tenant apartments. (See number 17 smoking policy regarding cigarette lighters.)

- 19) **Landlord Tenant Act:** The Iowa Uniform Residential Landlord and Tenant Act (Iowa Code Chapter 562A) apply to the rental of apartments at Village Ridge and this Occupancy Agreement.
- 20) **Housekeeping:** Once each week Village Ridge housekeeping staff will clean each Tenant's apartment, unless otherwise specified in the Tenant's Service Agreement. During this time, staff will also change and make the Tenant's bed, wash, dry, and return linens. They will empty trash, vacuum, dust, and clean the bathroom(s). They do not make decisions on what to throw away. Tenant trash should contain all items to be discarded. Old newspapers and magazines should not accumulate in Tenant apartments. Additional housekeeping services are available for an hourly rate at the cost of the Tenant.
- 21) **Assessments/Service Plan:** Prior to admission, Village Ridge's RN will complete a physical, functional, and cognitive assessment on all Tenants. This assessment provides Village Ridge with baseline information and helps to ensure the Tenant's appropriate placement in Assisted Living or Memory Care. A preliminary Service Plan will be developed in consultation with the Tenant and other individuals identified by the Tenant if applicable.

Assessments will also be conducted within thirty (30) days of admission, upon change in the Tenant's health cognitive, or functional status and at least annually. Nurse review of the Tenant's health status will be completed every 60 to 90 days. If an assessment detects a change in the Tenant's health, cognitive, or functional status, the results of the assessment will be shared with the Tenant and/or their representative if applicable. At that time, a decision to accommodate the Tenant's future needs will be made. This may include changes in level of care, addition of outside services, alternative placement, or other arrangements.

If the assessment finds the Tenant's needs are beyond what Assisted Living services can provide, action must be taken. A Tenant may not remain in an Assisted Living community when more specialized care is required. A family member may remain with the Tenant until arrangements for transfer can be made.

The Service Plan will be updated periodically. Tenant understands they will need to assist in the Service Plan update process. The Service Plan will include the following information:

- a) The Tenant's needs and preferences for assistance;
- b) Any services and care to be provided pursuant to this agreement;
- c) Tenants service providers other than Village Ridge, including but not limited to providers, of hospice care, home health care, and therapy services;
- d) For Tenants unable to plan their own activities a list of person-centered planned and spontaneous activities based on the Tenant's abilities and personal interests; and
- e) The preferred nursing facility and funeral home if any is identified by the Tenants or the Tenant's personal representative, to be utilized if the need for nursing facility or funeral home services presents itself during the term of this agreement.

All parties involved in the development of the Service Plan and the Tenant or the Tenant's Legal Representative shall sign the Service Plan and all subsequent updates to the Service Plan unless otherwise indicated herein. The parties shall review, update, and sign the Service Plan throughout the Term of this Agreement.

- 22) **Advance Directives:** It is Village Ridge's policy that all Tenants provide a copy of any advanced directives they may have executed prior to or at the time of admission. This includes health care power of attorney, living wills, DNR's or other documents which describe the Tenants wishes should they become unable to communicate those decisions. If the Tenant has executed any such documents or if they execute any while they are a Tenant of the facility it is the Tenant or their responsible party's responsibility to advise Village Ridge of the new advance directive and provide the facility with a copy. If at any time the Tenant makes changes to their advanced directives Village Ridge asks that the Tenant provide the facility with an updated copy.
Tenant will designate as part of the Tenant's Service Plan an individual to be contacted in case of emergency.
- 23) **Medical Determinations:** Tenant agrees to release of copies of the Tenant's medical records upon request of Village Ridge for the purpose of making a determination concerning Tenant's health and Tenant's initial and continued capability to live at Village Ridge. Within five (5) days after request by Village Ridge Tenant agrees to sign releases of such records as requested. In assisting in making any such determination, Village Ridge will consult with Tenant, Tenant's Representative and Tenant's primary medical provider when reasonable and to the extent possible.
- 24) **Smoking Policy:** Village Ridge is a non-smoking facility. Tenants who choose to smoke may do so in designated outdoor smoking areas only. Smoking is not permitted in the dining area, lobby, Tenant apartments, or other common areas. Tenants will be allowed to use only safety style cigarette lighters to light their smoking materials. Other styles of lighters and matches are not allowed. This policy is designed to ensure the safety of all Tenants who reside with us. The use of candles in the facility is not permitted.
- If a Tenant fails to follow the smoking policy, or smokes in a careless manner that endangers the wellbeing of themselves and other Tenants, we will take immediate action. Immediate action may include, but is not limited to, management of smoking materials by Village Ridge staff, development of a Managed Risk Agreement or discharge from the facility.
- 25) **Pets:** Personal pets are not allowed on the premises without prior written approval of Village Ridge and the execution of a Pet Agreement and a non-refundable deposit of \$500 is paid. This provision does not apply to service animals trained to serve the disabled or is otherwise qualified under the requirements of Iowa Code Chapter 216.
- 26) **Visitors:** Tenants are encouraged to have visitors at Village Ridge. Visitors are asked to sign in and out at the front desk at Village Ridge when visiting the facility and to comply with all applicable facility visitors' policy as outlined in the Tenant handbook. Tenants may have a friend or family member visit and stay with them in their apartment for up to two weeks. Visitors staying overnight in a Tenants apartment will be responsible for paying applicable guest meal rates during their visit for meals eaten in the facility dining room. Tenants are asked to notify facility management staff in advance of having overnight guests for emergency purposes.

27) **Emergency Alert System:** Each assisted living Tenant will be issued an emergency alert device at the time of admission. The emergency alert device can be worn around the neck, placed in a Tenant's pocket, or set beside them on a bedside table. Each emergency alert device has a button in the center which, when pressed by a Tenant, sends an alert to the pagers worn by health care staff members. The alert lets staff members know which Tenant needs assistance and where the Tenant is located. In addition to the button the Tenant can carry with them, there is an additional button located in each Tenant bathroom and all public restrooms. This system allows Tenants to receive assistance regardless of their location in the building. Tenants with a GDS score assessed above 4 will not be provided a pendant, and other arrangements will be outlined in the Tenant's service agreement to meet the Tenant's emergency needs. Daily repeated use of the emergency alert system might signify a need for nursing care beyond what Assisted Living can offer. The Tenant will be responsible for the cost of repair or replacement for lost or damaged pendants assigned to them.

28) **Keys:** Upon admission and payment of the community fee and first month's rent, a key will be issued to the Tenant for their apartment. This key is to be returned to the Executive Director or management staff when a Tenant moves their belongings out of the apartment and must be returned before any refunds can be given.

Additional or duplicate keys can be obtained through facility maintenance staff for a fee of \$10.00 per key. Unless given written permission by the Executive Director no lock may be changed, added or any locking type device added to the apartment. A rekeying fee will be charged to the Tenant's account for all keys not returned at the time of discharge.

29) **Maintenance:** Village Ridge shall comply with the requirements of applicable building and housing codes materially affecting health and safety; make all repairs and do whatever is necessary to put and keep the apartment in a fit and habitable condition; keep all common areas of the remises in a clean and safe condition, but Village Ridge shall not be liable for any injury caused by any objects or material which belong to, or which may have been placed by, a Tenant in the common areas of the remises used by the Tenant; maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances including elevators, supplied or required to be supplied by Village Ridge; provide and maintain appropriate receptacles and conveniences, accessible to Tenant for central collection and removal of garbage, rubbish and other waste incidental to the occupancy of the Apartment, and arrange for their removal; and supply running water and reasonable amounts of hot water at all times and reasonable heat, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose.

30) **Maintenance by Tenant:** Tenant shall comply with all obligations primarily imposed upon Tenants by applicable provision of building and housing codes materially affecting health and safety; keep the part of the remises that Tenant occupies and uses as clean and safe as the condition of the premises permit; dispose from the dwelling unit all rubbish, garbage and other waste in a clean and safe manner; keep all plumbing fixtures in the dwelling unit or used by Tenant as clean as their condition permits; use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators in the premises; not deliberately or negligently destroy, deface, damage, impair or remove a part of the premises, or knowingly permit a person to do so; conduct himself or herself in a manner that will not disturb a neighbor's peaceful enjoyment of the

remises; and comply with all other duties and obligation imposed upon Tenants by the Iowa Uniform Residential Landlord and Tenant Act.

- 31) **Apartment Access:** Village Ridge staff shall have the right, subject to Tenant's consent, which consent shall not be unreasonably withheld, to enter the apartment in order to inspect the premises, make necessary or agreed upon repairs, decoration, alterations, or improvements, supply necessary or agreed services or exhibit the Apartment to prospective or actual purchasers, Tenants, workmen or contractors, provided, however, that except in case of emergency, where it is impracticable do so, or where pursuant to this Agreement the Tenant has requested and consented to the provision of ongoing services to be provided in the Tenant's Apartment, Village Ridge staff shall give the Tenant at least twenty-four (24) hours' notice of the intent to enter.

Unless given permission by the Tenant, in writing, facility staff will not allow others access to the Tenant's apartment in their absence. In case of sudden hospitalization or other infirmity, only individuals listed as emergency contacts will be given access to the Tenant's apartment.

- 32) **Policies and Procedures:** All existing policies and procedures concerning the Tenant's use and occupancy of Village Ridge have been furnished to the Tenant in writing in a Tenant Handbook. Additionally, Village Ridge may, from time to time and in the manner provided by law, adopt further or amend written rules concerning the Tenant's use and occupancy of the premises. Village Ridge shall not alter or amend the provisions of this Agreement without providing thirty (30) day notice pursuant to the terms of Section two (2). Any applicable policies and procedures not specifically addressed by the Tenant Handbook at the time of the Tenant's admission to Village Ridge shall be in writing and provided to the Tenant at the time of admission.
- 33) **Fire Emergency:** The building is equipped with an automatic fire alarm system. When activated, the alarm sounds and the smoke doors leading to each hallway close. If the Tenant does not open the door to their apartment, it will provide 30 minutes of smoke protection. When the alarm sounds, Tenants should feel their apartment door to see if it is hot. If the door is not hot, proceed to the nearest fire exit. If the door is hot, the Tenant should remain in their apartment and move toward an exterior window until assistance arrives. All fire alarms are taken seriously by the staff. If an actual fire occurs and it is necessary for Tenants to vacate their apartment, a staff member will guide Tenants to a safe place away from harm. It is important that Tenants listen and follow instructions given by staff members and emergency personnel in the case of a fire. Fire drills will be conducted monthly at Village Ridge at various times.
- 34) **Managed Risk:** Maintaining the independence, dignity, and quality of life for each Tenant who calls Village Ridge home is important. When a Tenant's actions or behaviors endanger their own or another's well-being, they must be addressed. If the Tenant chooses to continue the actions or behavior, Village Ridge will ask the Tenant and/or Tenant representative to complete a Managed Risk Agreement. The Managed Risk Agreement will outline the action(s) in question and potential negative outcomes related to the action or behavior. The agreement will be signed by the Tenant and/or Tenant representative and by Village Ridge. A copy of the completed agreement will be given to the Tenant and a copy will be included in the Tenant's record. If the Tenant or Tenant representative refuse to sign the Managed Risk Agreement, Village Ridge may ask the Tenant to seek alternative housing and care to better meet the Tenant's needs. Information on alternative housing options will be made available to the Tenant or Tenant representative.

- 35) **Complaints:** Each Tenant is encouraged to voice concerns or grievances and suggest changes in polices, services, treatment, or care to Village Ridge staff and/or to outside representatives of the Tenant's choice. Grievances must be submitted in writing. Grievance Forms are available at the front desk for Tenants to use in voicing concerns or grievances. Grievances will be forwarded to the Executive Director for investigation and resolution.

Village Ridge values our Tenants and their opinions. Concerns or complaints can always be brought to the Executive Director for resolution. Complaints that cannot be addressed at Village Ridge can be directed to Dimensions in Senior Living, Village Ridge's management company at (402) 898-1079.

Complaints that cannot be addressed at Village Ridge may also be directed to the Iowa Department of Inspection and Appeals at (877) 686-0027.

Village Ridge will not discriminate or retaliate in any way against a Tenant, Tenant's family or an employee of Village Ridge who files a complaint or grievance.

- 36) **Tenant Advocate:** Questions a Tenant has on Assisted Living operations, transfers, state guidelines, etc. may be directed to the State Long-Term Care Ombudsman's Office at (800) 532-3213.
- 37) **Dependent Adult Abuse:** Dependent Adult Abuse is a serious offense any suspected incidents should be reported immediately to the Executive Director and/or the State of Iowa. Dependent Adult Abuse can be reported in the state of Iowa at (877)686-0027. Questions regarding Dependent Adult Abuse can be directed to the Executive Director.
- 38) **Confidentiality:** All Tenants information, including, but not limited to, medical and family information, will be maintained in a confidential manner to the extent required under state and federal law.
- 39) **Program Cessation:** Should Village Ridge decide to cease operation as an assisted living community at any point in the future unless in the case of emergency the facility will provide the Tenant with at least 90 days advance notice of the program's intentions.
- 40) **Transfer and Discharge Criteria:** Under certain circumstances, a significant change in the Tenant's condition may result in the need for the provision of services that exceed the type or level of services allowed by law in an Assisted Living Program or permitted pursuant to the Occupancy Agreement. IN those circumstances, Village Ridge will provide written notice to the Tenant of the need for discharge, the reason for the discharge, whether the discharge results from a monitoring evaluation or complaint investigation conducted by the Iowa Department of Inspections and Appeals, and the contact information of the Long-Term Care Ombudsman.

Village Ridge will terminate the Occupancy Agreement and initiate procedures which ensure a safe and orderly transfer of the Tenant to an appropriate setting if the Tenant meets one (1) or more of the following conditions:

- a) Unmanageable incontinence on a routine basis despite an individualized toileting program or despite intervention chronically urinate or defecates in places that are not considered acceptable according to societal norms such as on the floor or in a potted plant;
- b) Tenant is bed-bound;
- c) Requires routine, two-person assistance with standing, transfer, evacuation;
- d) Tenant presents a danger to themselves, other Tenants, or staff. This includes, but is not limited to, despite intervention chronically elopes (elope means that a Tenant who has impaired decision-making ability leaves the facility without the knowledge or authorization of staff), is sexually or physical aggressive or abusive, or displays unmanageable verbal abuse or aggression or displays behavior that places another Tenant at risk.
- e) The use of physical restraints is required to manage a medical condition;
- f) Is medically unstable;
- g) Requires more than part-time or intermittent health-related care;
- h) Requires Maximal assistance with activities of daily living as such terms are defined in 481 Iowa Administrative Code 69.1;
- i) Tenant is under the age of 18;
- j) Tenant is in an acute stage of alcoholism, drug addiction, or uncontrolled mental illness;
- k) Have been given appropriate notice to pay the rates and charges assessed and have failed to do so.

Village Ridge will provide assistance to a Tenant or their representative to help ensure a safe and orderly transfer when a Tenant meets Village Ridge's transfer/discharge criteria.

Tenants who meet the discharge criteria will be provided with written notice of the need for the transfer and reason for the transfer. Thirty (30) days' notice will be provided for in the written notice, provided to the Tenant and their representative; provided that such advance notice shall not be required:

- a) When the Tenant's health status or behavior constitutes a substantial threat to the health or safety of the Tenant, other Tenants, or others, including when the Tenant refuses to consent to relocation.
- b) When an emergency or a significant change in the Tenant's condition results in the need for the provision of services that exceed the type or level of services included in the Occupancy Agreement and the necessary services cannot be safely provided by Village Ridge.

- 41) **Discharge:** If the Executive Director determines the Tenant needs to be discharged pursuant to the discharge criteria set forth in this Agreement, the Tenant specifically grants Village Ridge the authority to arrange to transfer the Tenant to an appropriate setting designated by the Tenant; provided, however, mothering herein shall obligate Village Ridge to provide such assistance. Tenant shall be responsible for such move; provided, however, in the absence of such designation, Village Ridge, may but shall not be obligated to designate a setting including but not limited to a health care program, including Tenant's transportation to such setting and Village Ridge may take all necessary steps to so move the Tenant. If Tenant's transfers to an alternative setting, Tenant will be obligated to continue paying the monthly fee during the period of absence, until such time as the Tenant advises Village Ridge in writing with 30 days' notice that the discharge is permanent at which time this Agreement will be terminated. Tenant agrees to continue to pay the monthly fee until Tenant or the Tenant's Representative removes all Tenant personal belongings from the Apartment. At the Tenant's option,

the Tenant may authorize Village Ridge to remove and/or store the property of the Tenant. In such instances, payment of the monthly fee will cease on the date of the authorization and the Tenant agrees to pay all costs incurred by Village Ridge for removal and/or storage of all property and possession of Tenant.

A Tenant or their representative may appeal the discharge in writing. The appeal should be submitted to Village Ridge's Executive Director. The Executive Director, upon receipt of the appeal, will schedule a meeting with the Tenant and/or their representative, facility nurse, and a representative of the management company. The meeting is designed to allow the discussion of concerns, possible interventions, and options. Following the meeting, a final decision will be provided to the Tenant and/or their representative in writing. Following the appeal, the Tenant may pursue other remedies as allowed by law. Village Ridge will notify the office of the long-term care ombudsman of any involuntary transfers.

- 42) **Surrender and Holdover:** Upon termination, Tenant shall leave and surrender to Village Ridge the apartment and all fixtures attached to the doors, windows, woodwork, and all personal property provided by Village Ridge to the Tenant in the Apartment. In the event this Agreement is terminated and the Tenant refuses to leave the Apartment or Village Ridge premises, Village Ridge shall be entitled to bring an action pursuant to Iowa Code Chapter 562A for possession against a Tenant or person wrongfully in possession.
- 43) **Grievance/Appeal Process for Discharge:** If Village Ridge seeks to discharge the Tenant based on the discharge criteria set forth in this Agreement, and the Tenant disagrees with Village Ridge's decision, the Tenant shall have the right to file a grievance and request a review of the discharge decision pursuant to 481 Iowa Administrative Code 69.24(1) and Village Ridge's Internal Appeals Process outline in Addendum D of this agreement. A Tenant or Tenant's Representative who requires assistance may contact the Long-Term Care Ombudsman at 1-800-532-3213. Village Ridge will not discriminate or retaliate in any way against a Tenant, Tenant's family, or an employee of Village Ridge who has initiated or participated in any proceeding authorized by Iowa Code Chapter 231C.
- 44) **Tenant Termination:** Tenant shall have the right to terminate this Occupancy Agreement at any time upon thirty (30) days prior written notice to Village Ridge.
- 45) **Construction of Agreement:** This Agreement shall constitute the entire understanding between the parties and supersedes all prior discussions, writing and agreements between them. Should any one or more of the provisions of this Agreement be determined to be invalid or unenforceable in any respect, the remaining provisions shall not in any way be affected or impaired. This Agreement shall be governed by the laws of the State of Iowa. All amounts payable by this Agreement shall be deemed to constitute rent for all purposes under Iowa law. All terms stated on this Agreement and its Addendums are deemed to be incorporated herein and made a part hereof. The parties acknowledge that their mutual promises and sums paid pursuant hereto shall be deemed full sufficient consideration.

Tenant Name: _____

I have read the Occupancy Agreement and understand the contents. A copy of this Occupancy Agreement and its Addendums will be kept in my Tenant record.

Tenant/Tenant Representative Signature Date

Tenant Representative Signature (if applicable) Date

Facility Representative Signature Date

Tenant/Tenant Representative Received Copy of Occupancy Agreement and All Addendums

Tenant/Tenant Representative Initial