



## **Vicinia Gardens Transition Resident Admission Policy, Admission Contract, House Rules, Details and Supplemental Information, and Discharge Policy**

This contract is between Vicinia Gardens Transition, and

\_\_\_\_\_  
(Resident Name)

To be effective on:

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

Vicinia Gardens Transition, herein after referred to as Vicinia Gardens, shall provide room, board, protection, supervision, assistance, and supervised personal care consistent with the resident's *Service Plan*.

### **Health Assessment Fee and Community Fee** required *per the Admission Policy*:

The individual seeking admission or his/her authorized representative shall pay a **one-time, non-refundable \$200.00 health assessment fee**. This fee is non-refundable. If accepted into Vicinia Gardens Transition, this assessment will be used to create the *Resident Service Plan*.

Upon Acceptance into Vicinia Gardens Transition, Resident shall pay a **one-time, non-refundable \$2,800.00 community fee** to cover the cost of suite turnover, such as paint and nail hole touch ups, and shampooing carpet, as well as maintaining the community's common areas and amenities. The one-time fee does not cover any accidental damage caused by the resident. If you wish to hold a room, you may do so for up to 15 days. At that time, your deposit becomes non-refundable regardless of whether you move in or not. After the 15-day period, Vicinia Gardens reserves the right to offer the room to another person if the resident does not move in or pay first month's rent. If the resident is transferred to another facility on the Vicinia Campus, the community fee and health assessment fee for the new facility will be waived. Instead, ½ of the community fee and health assessment fee collected will be transferred to the new facility.

Vicinia Gardens Transition shall not accept an individual seeking admission unless the individual's needs can be adequately and appropriately met within the scope of Vicinia Gardens Transition's program statement for the program that is being applied for. (SEE ATTACHMENT 1A for Vicinia Gardens Program Statement)

Vicinia Gardens Transition shall not accept an individual seeking admission for a resident who requires continuous nursing care services of any kind normally provided in a nursing home as specified in sections MCL 333.21711(3) and MCL 333.321715(2). Third Party companion/care is allowed only in the event Corp-151 & Corp-152 are adhered to by all parties.



Vicinia Gardens Transition requires an individual who, at the time of admission, is under the care of a licensed health care professional for ongoing treatments or prescription medications that require the home's intervention or oversight, to provide a written statement from that licensed health care professional completed within the 90-day period before the individual's admission to the home. The statement shall list those treatments or medications for the purpose of developing and implementing the residents' service plan.

Any individual that requires the use of assisted devices such as bed rails shall sign a consent form and abide by rules for such devices.

An individual admitted to residence in the home shall have evidence of initial tuberculosis screening on record in the home that was performed within 12 months before admission. Initial screening may consist of an intradermal skin test, a blood test, a chest x-ray, or other methods recommended by the public health authority. The screening type and frequency of routine tuberculosis (TB) testing shall be determined by a risk assessment as described in the 2005 MMWR "Guidelines for Preventing the Transmissio

of Mycobacterium tuberculosis in Health-Care Settings, 2005"

(<http://www.cdc.gov/mmwr/pdf/rr/rr5417.pdf>), Appendices B and C, and any subsequent guidelines as published by the centers for disease control and prevention.

The individual seeking admission and his or her authorized representative, if any, shall participate in the development of the individuals service plan. (SEE Corp-25, Resident Service Plan).

The services provided under the Vicinia Gardens *Resident Admission Contract (the Contract)* are those services which are normally defined as routine services and are included in the monthly rate plan, these include:

#### **Accommodations**

You are entitled to the use of the Single Suite no. \_\_\_\_\_ / Double Suite no. \_\_\_\_\_ and to the use of Vicinia Gardens property located in the suite (if applicable). You are also entitled to use and enjoy with all other residents the common areas of the residence.

#### **Daily Meals**

Vicinia Gardens will provide three meals daily. Snacks are available 24 hours a day.

#### **Utility Service**

Vicinia Gardens will provide gas, electricity, and water service.

#### **Weekly Housekeeping Service**

Vicinia Gardens will clean your suite at least twice a week.

#### **Weekly Laundry and Linen Service**

Vicinia Gardens will launder your personnel items and your bed linens on a weekly basis.



### **Life Enrichment Program**

Vicinia will provide planned social, educational and recreational programs.

### **Staffing 24 hours a day**

Vicinia Gardens will have staff available 24 hours a day, seven days a week to provide care outlined in the Resident Service Plan created from the Health Assessment. We do not provide continuous one-on-one care, if this is required a private duty company can be contracted at the resident's expense. Any additional requirements will be subject to a one-on-one care agreement. Vicinia Gardens will help with medicine distribution per physician's orders, bathing, dressing and personal hygiene if needed.

### **Supplementary Services**

These services are available at the residents' request. The resident and/or resident's authorized representative are personally responsible to pay for any requested supplementary services provided to the resident.

- Barber or Beautician – Vicinia Gardens has a beauty/barber shop on site for our resident's use. Any cost for this service will be the resident's responsibility, prices are available in the Beauty/Barber shop.
- Pharmacy Services that are not covered by your insurance provider (shall meet Vicinia Gardens medical policies and procedures).
- In the exceptional/rare instance where an employee is retained by the resident or resident family to accompany them to a Dr. appointment, a \$25.00 an hour fee will be incurred.
- The first pendent, where applicable, will be supplied to the resident free of charge. There is a \$100.00 fee if it must be replaced.
- Health care services (provided from an outside organization).
- Newspaper or other subscriptions.
- Cable and Telephone in private suites (paid directly to Vicinia Gardens)

Cable Television (optional): \$35.00/month  
 Cable INF Recovery fee \$15.00/month if cable utilized  
 \$50.00 monthly total.

Telephone Service (optional): \$50.00/month  
 One Time Hook Up Fee: \$50.00

Due to privately owned infrastructure of our buildings, we require all phone and cable services to be handled through our staff.

Cable Television (initial applicable line)      Yes \_\_\_\_\_ No \_\_\_\_\_

Phone (initial applicable line)      Yes \_\_\_\_\_ No \_\_\_\_\_  
 (Personal Phone w/Vicinia Adapter)

Any Vicinia Gardens issued Phone/adapter, and Cable boxes must be returned upon Change of Residency or \$150 fee will apply.



- Special needs bed and chair pads hooked to our state-of-the-art wireless nurse call are available to all our residents, at an additional cost, to assist in their safety if needed. These must be ordered through the director. Please inquire if at all interested and our staff may suggest this additional service if they feel it would be beneficial.
- Personal care items provided by families: incontinence products, toothbrushes/paste, deodorant, shampoo, etc. Although wipes are often labeled as “Flushable”, they are much stronger than toilet paper and not dissolve or breakdown after being flushed. The use of these wipes is prohibited. Vicinia Gardens offers a Peri-Care Package. It helps ease the stress for our families in supplying and delivering incontinence items. This package should save you and your family time and money. It includes an unlimited supply of day and night-time briefs, wipes, and sanitizing incontinence spray. The package is billed monthly at a rate of \$150.00 (added to your monthly invoice). If you are interested in this care package, please speak directly with your Resident Director.
- Resident is responsible for having adequate help to move all items in or out of the facility, (including hanging pictures, TV’s, etc.). If you don’t have anyone to assist in your move, please ask the director how Vicinia Gardens may help your loved one move.

Vicinia Gardens does not provide transportation to outside appointments.

Vicinia Gardens reserves the right to adjust rates and charges commensurate with any changes in the nature and schedule of services provided to the resident, or with any changes in the cost of providing the appropriate care and services and agrees to notify the resident and/or resident’s authorized representative 30 days prior to such changes. In the event notices are to be sent to persons other than the resident, the notices shall be deemed delivered to the resident when mailed to the person(s) who have executed this agreement or to the person designated below at the given address of the last page of this document.

Vicinia Gardens will adhere to its *Policy of Rights and Responsibilities of Residents*  
See Corp-121, HFA Resident Rights and Responsibilities

The monthly room charge is: \$\_\_\_\_\_.

The total monthly residency charge is: \$\_\_\_\_\_.

\_\_\_\_\_  
Resident Director/Licensee Designee Signature      Date

\_\_\_\_\_  
Designated Representative/Resident Signature      Date



### **PAYMENTS AND FEES**

Vicinia Gardens of Fenton will issue a monthly statement before the first day of the month itemizing the monthly rate for the upcoming month and, if any, charges incurred for amenities, third party charges and conveniences provided during the prior month. Payment for all charges shown on the statement is due on the 1st calendar day of each month.

First payment is due on the date of move in for the full monthly service rate. If you move in after the first of the month, your first monthly service rate will be prorated based on the number of days in that month (i.e.,  $1/30$  of your usual rate x the number of days remaining in the month). Any overpayment on the account will be applied to the following month's invoice.

If payment is not received by the 15th of the month, Vicinia Gardens will charge a \$100.00 administrative fee and issue a "notice to quit". The account will then be handed over to collections. Vicinia Gardens will contact the Resident Representative on the 10th of the month if no payment has been received, to give notice that they will be charged on the 15th. Non-sufficient funds will also be subject to a \$25.00 fee per occurrence or as permitted under state law.

Residents of Vicinia Gardens are required to pay their assessed monthly residency charge on the first of each month should a resident move out in the middle of a month, Vicinia Gardens will prorate and refund the fees for the days of the month following the last day of residence, presuming that all furniture and belongings were removed, and a fulfilled 30-day notice had been given in writing from the resident or the residents representative\*. Prorations will also be given in the event of death after all belongings are removed from the resident's room, unless otherwise waived in writing.

You will be charged through the 30<sup>th</sup> day or the date all property is removed from the room. Whichever is later. If you choose to extend your stay, you may do so in writing indicating the new move-out date which will only be accepted if the suite has not already been leased to another individual based on your original move date

\*Residents who are being transferred within the Vicinia Gardens Campus are not held to the 30-day notice requirement if immediate transfer is completed, and new contracts/house rules are signed for the new Vicinia Gardens care facility.

If at any time you are occupying a double room as a single occupancy, you will be notified of a double rate increase or option to relocate to a current rate single room, if available. Under all cases, you will be given a 30-day notice.

### **REQUEST FOR MEDICAL RECORDS**

A Vicinia Gardens Resident or a person authorized by the resident in writing may inspect and copy the residents personal and medical records. The records shall be made available inspection and copying by the Administrator within a reasonable time, not to exceed 1 week after the request is written. There will be a fee for copies in the amount allowable by law.



## **DISCHARGE POLICY**

The following Policy is Vicinia Gardens Transition criteria and procedures by which a resident is discharged from our Home for the Aged.

1. Vicinia Gardens Transition will not retain a resident if the resident has harmed himself or herself or others or has demonstrated behaviors that pose a risk of serious harm to himself or herself or others, unless we have the capacity to manage the resident's behavior.
2. Vicinia Gardens Transition shall not admit a resident who requires continuous nursing care services of the kind normally provided in a nursing home as specified in section 21711(3) of the code, MCL 333.21711(3), MCL 333.21715(2). We shall not retain a resident who requires continuous nursing care services of any kind normally provided in a nursing home as specified in MCL 333.21711(3), and MCL 333.21715(2), unless the resident is enrolled in and receiving services from a licensed hospice program or a home health agency.

Residents may be transferred or discharged for any of the following reasons:

- Medical reasons (that we cannot provide for)
- His or her welfare or that of other residents
- For nonpayment of his or her stay
- Transfer or discharge sought by resident or authorized representative
- If at any time Vicinia Gardens Transition cannot adequately provide for the welfare of residents when a resident's status is not consistent with the Program Statement

Vicinia Gardens Transition shall provide a resident and his or her authorized representative, if any, and the agency responsible for the resident's placement, if any, with a 30-day written notice before discharge from the home. The written notice shall consist of all the following:

- The reasons for discharge
- The effective date of the discharge
- A statement notifying the resident of the right to file a complaint with the Department of Human Services

A resident may be discharged before a 30-day notice if the home determines and documents that either, or both, of the following exist:

- Substantial risk to the resident due to the inability of the home to meet the residents' needs or due to the inability of the home to assure the safety and wellbeing of the resident or other residents in the home
- A substantial risk or an occurrence of the destruction of property

Vicinia Gardens Transition shall notify the resident, the resident's authorized representative, if any, and the agency responsible for the resident's placement, if any, not less than 24 hours before discharge. The notice will be verbal and issued in writing. The notice will include the reasons for discharge and the specific nature of the substantial risk, any alternatives to discharge that have been attempted, the location of where the resident will be placed, and the right to file a complaint with the Department of Human Services. If the resident does not have an authorized representative or agency responsible for placement or if the resident does not have a subsequent placement, the Department of Human Services licensing division and adult protective services





shall be provided with the required notification of discharge. A resident will not be discharged until a placement setting that meets his or her needs is located.

You will vacate premises, removing all belongings on or before the effective date of termination. You will provide written notice of a forwarding address where you can be reached and receive mail. If the residents' lease is terminated by either party, the Resident or their family are responsible for removing all items from the room so that it is ready for refreshment. If items are not removed within 30 days, Vicinia will assume all items are abandoned and will donate, sell or dispose of the items and will charge rent through the disposal date and for the disposal costs with legal actions as necessary.

### **DEFAULT**

You agree to pay all fees, costs, and expenses that Vicinia Gardens incurs to collect amounts due under this agreement, including but not limited to any collection costs, legal advice and/or for any action or proceeding to terminate or enforce this Agreement, including reasonable attorney's fees, court costs, service of process fees, and any other disbursements.

Regular collection fees are based on contingency:

- 28% of regular collection fee
- If the collection fee must be litigated the fee will increase to 45%

### **NON-POACHING CLAUSE**

You covenant and agree that for a period of 1 year following the Separation Date, you will not solicit or attempt to solicit, directly or by assisting others, any person who was an employee of the Company or any affiliate of the Company on, or within 12 months before, the date of such solicitation or attempted solicitation, to leave the employment of the Company or such affiliate.

### **TERM**

This Agreement will commence on the date set forth and, if not terminated, will continue for successive months / years.

### **CARE OF SUITE**

You agree that the facility and the suite meet your expectations prior to your move in. You also agree Vicinia Gardens has made no promise to decorate, alter, repair, or improve the residence or suite, unless otherwise provided in writing by Vicinia Gardens and attached as part of this Agreement. You agree to maintain the suite and to surrender the suite upon termination of this Agreement in good condition, exclusive of normal wear and tear. You agree to pay all damages, beyond normal wear and tear, including any improvements made without Vicinia Gardens' consent, which you, your family, and/or other guests (including any agent, employee, contractor, or other invitee) cause to residence property. Any item or items placed in the suite or bathroom prior to your move in belonging to Vicinia Gardens shall remain in suite once you vacate the property (i.e. Bed, Dresser, Chair, etc.). Vicinia Gardens prohibits any type of cooking appliance in any of the suites. This would include but not limited to toasters, toaster ovens, skillets, microwaves, etc. All cooking or heating will be done in our commercial kitchen where we have proper safety measures in place. Please ask a staff member for assistance when needed.



### **SUITE ACCESS**

You agree to give Vicinia Gardens access to your private suite to carry out intent of this agreement. Such entry includes, but is not limited to, performance of services provided in your monthly rate, response to emergency situations; and entry by authorized personnel with the reasonable belief that your safety or safety of others is in question or that Vicinia Gardens' policies and procedures are being violated.

Vicinia Gardens reserves the right to adjust your current suite or relocate you to a more appropriate suite, within residence, as required for your health or safety, or because the residents of a nearby suite are incompatible.

Suites that have Patios include the following:

4, 5, 12, 13, 14, 15, 22, 23

By electing to reside in any of the Patio Suites listed above, you agree/declare that the resident is not at risk for exit seeking.

\_\_\_\_\_  
Designated Representative/Resident Signature      Date

### **FALL RISK**

Vicinia Gardens will do their best to prevent fall accidents, however, the elderly is at a high risk and prevention is not guaranteed. If a resident does fall and has any type of visible head trauma, they will be transported to an emergency room as we are unable to access neurological complications.

### **HEALTH CARE PROVIDER NOTIFICATION**

You authorize Vicinia Gardens to contact responsible parties, health care providers, and/or other people listed in your records:

1. If Vicinia Gardens deems it necessary to advise them.
2. If observations or conditions warrant a resident to be screened for TB.
3. To arrange for health care services and other assistance required by you.
4. In case of an emergency. If you have a life-threatening emergency, Vicinia Gardens will contact an emergency rescue service.

If you or your designated representatives are unavailable, you authorize Vicinia Gardens to arrange for the services of other health care providers. During the term of this agreement, you agree Vicinia Gardens may provide such people with copies of your records, including, but not limited to, advanced directives, living will, and the names of persons empowered to make health care decisions, for the purpose of arranging for health care services.

### **OBLIGATORY INFORMATION**

You will provide Vicinia Gardens with accurate, complete, and current information about yourself, substitute decision-makers (designated representative), health care providers, and your





health care status and needs. You or your designated representative will provide Vicinia Gardens with copies of any power of attorney executed by you or of any court order, guardianship, or other legal action which may (1) affect your status or (2) designate or appoint another person to make health care or financial decisions or to bear financial responsibility on your behalf. You authorize Vicinia Gardens to rely on the instructions of such responsible parties.

Does the resident have a D.N.R. on file? YES \_\_\_\_\_ NO \_\_\_\_\_

Does the resident have a Medical Durable Power of Attorney on file? YES \_\_\_\_\_ NO \_\_\_\_\_

Does the resident have a Financial Durable Power of Attorney on file? YES \_\_\_\_\_ NO \_\_\_\_\_

**\*\*If yes on either question Vicinia Gardens must have signed copies on file.**

### **RULE AND REGULATION COMPLIANCE**

Vicinia Gardens Transition is licensed by the Michigan Department of Consumer and Industry Services.

Vicinia Gardens Transition -License No. AH250382445

Our Home for the Aged license is to provide a supervised personal care facility that provides room and board to 21 or more individuals 55 years of age or older. You agree to honor all rules of courtesy and respect for others, as well as Vicinia Gardens Transition rules and regulations. Vicinia Gardens Transition has provided you with a copy of the Michigan Bill of Rights. You are entitled to every one of these rights and Vicinia Gardens will protect and safeguard these rights for you.

### **PETS**

All pets brought into the facility must have a record of vaccination on file with the office. The State requires proof of vaccination for all Pets that are visiting. Pets are not allowed in the dining room, and the expectation is that they are always under your control. You are responsible for your pet and your pets clean up. See Corp-102 Policy for Pets and Registration

### **VISITORS**

Although we do not have specific visiting hours, we ask that you respect the residents living in the community. Please be considerate of downtime. Visitors are not allowed in the facility under the influence of drugs or alcohol. Visitors can be asked to leave at any time for any reason. In the Memory Care communities, please limit guests to two during mealtimes. Any Overnight stays must be pre-approved by Management in writing. Please remember that our staff's first priority is our residents. You may have a wait to get into the building until staff can get to the door.

### **CAMERAS**

Safety cameras are placed in common areas by Vicinia Gardens. Camera feed is kept for approximately 2 weeks for safety. Any feed used in an inspection may be saved to still frame and stored.

Cameras may not be placed by anyone in private places, including residents' rooms. A Private place is one where a person may reasonably expect to be safe from unauthorized surveillance. Michigan Law prohibits trespassing on private property to conduct surveillance of people there. In addition, Michigan Law prevents installation or use of any device for photographing,



observing or overhearing events or sounds in a private place without permission of the people photographed or observed.

Furthermore, Covert video surveillance is illegal when: The subject has a reasonable expectation of privacy (4<sup>th</sup> Amendment rights). If audio eavesdropping is also taking place, covert surveillance may be illegal when the person with authority over the premises has not consented or the reason for the video surveillance fosters an illegal purpose. Vicinia Gardens does not consent to any recording, video or otherwise.

### **NON-DISCRIMINATION**

Vicinia Gardens Transition does not discriminate based on race, religion, color, national origin, sex, disability, marital status, sexual preference, or source of payment. Vicinia Gardens respects all religious faiths and does not have any specific religious affiliation.

### **RISK AGREEMENT AND LIMITATION OF LIABILITY**

You or your Designated Representative are responsible for your personal, financial and health care decision. In addition, you are responsible for always maintaining your own health, personal property, liability, automobile (if applicable), and other insurance coverages in adequate amounts. You acknowledge that Vicinia Gardens is not an insurer of your person or property.

You understand and agree:

1. Vicinia Gardens may encourage you to participate in community, leisure, and social activities and to maintain an appropriate level of independence in activities of daily living, as well as your personal and financial affairs.
2. Independent activities, responsibility for personal, financial, and health care decisions, and lifestyle and care preferences may involve risks of personal injury and/or property damage or loss.
3. The services provided by Vicinia Gardens may not meet all your personal, social, or health care needs and Vicinia Gardens will use its best efforts to assist you in arranging for services which you require, and which are not included in this Agreement.

You understand and agree to assume the risks inherent in this Agreement. You agree to hold Vicinia Gardens and its employees and agents harmless for any damages or injury or other loss resulting from: (1) reasonable acts or omissions made in good faith; (2) action of any third party, fire, water, theft, or the elements; or (3) loss of personal property. Vicinia Gardens will only be liable for damage, injuries, or other losses to you or any third party entering a Suite, or any other part of the residence, if due to willful misconduct or negligence of Vicinia Gardens.

Vicinia Gardens reserves the right to recover any loss caused by fire, vandalism or any other acts by you or your invitees or guests. Vicinia Gardens may assign such rights to its insurance carrier.

### **RESIDENT FUNDS**

Vicinia Gardens will not handle, retain, or act as a depository for any of your personal funds or valuables. Vicinia Gardens Transition will not be responsible for any lost, damaged, or missing items (i.e., glasses, hearing aids, dentures, jewelry etc.).



### **RELIANCE**

By entering into this Agreement, Vicinia Gardens is relying upon the truthfulness of the promises and representations made by you and your Responsible Party.

### **ASSIGNMENT**

This Agreement is not assignable by you or your Designated Representative without prior written consent of Vicinia Gardens. The rights and obligations of Vicinia Gardens may be assigned to any person or entity, and such person or entity will be responsible to ensure obligations of Vicinia Gardens under this Agreement are satisfied in full, from and after the date that you are notified of such assignment. Vicinia Gardens may engage another person or entity to perform any or all the services under this Agreement.

### **HEIRS AND SUCCESSORS**

This Agreement is for the benefit of and binds the parties and their respective heirs, representatives, successors, and assigns.

### **AMENDMENTS**

This Agreement and any written amendments constitute the entire agreement between the parties and supersede all prior and contemporaneous discussions, representations, correspondence, and agreements whether oral or written, pertaining to this Agreement. Except for the right of Vicinia Gardens to modify fees, rates, and charges, amend services provided and established reasonable operating procedures and rules for the general welfare and safety of the residents, and or Vicinia Gardens employees this Agreement may be amended only in writing signed by both parties.

### **GOVERNING LAW**

This Agreement will be governed by the laws of Michigan. The parties agree to personal jurisdiction and waive any objections to being heard in any court in said state. If a Court finds any term of this Agreement 'invalid or unenforceable by reason of law', this Agreement will be deemed amended to conform to such law and will otherwise remain in full force and effect. This Agreement will be constructed as an admission agreement and not as a landlord-tenant agreement. No part of the Agreement will be construed against any party because that party wrote the Agreement. The paragraph headings are for convenience and will not modify the meaning of the remainder of the Agreement. The term "may" indicate the party has the right to act as its sole discretion.

### **SEVERANCE**

Should any part of this Agreement be invalid, the validity of the other parts of this Agreement will not be affected.

### **DISCRETION**

All determinations to be made by Vicinia Gardens under this Agreement will be made by Vicinia Gardens the exercise of its sole discretion.

### **SUBORDINATION**

This Agreement and the parties' rights here under will be subordinate to any ground lease, mortgage or deed of trust now or hereafter placed upon the residence, but your right to remain in



possession of your suite will not be disturbed so long as you comply with all of the provision of this Agreement.

**PHOTOGRAPHIC/VIDEO RELEASE**

I authorize Vicinia Gardens to use photographic, video, and/or electronic images of myself for the purpose of social media, marketing, advertising and promoting the Company's products and/or services. I waive all rights of ownership to and compensation for the use of such images. Initial below.

YES \_\_\_\_\_

NO \_\_\_\_\_

Resident Suite Number: \_\_\_\_\_

Resident Name: \_\_\_\_\_

\_\_\_\_\_  
Designated Representative/Resident Signature

\_\_\_\_\_  
Date

**ALCOHOL CONSENT**

I hereby authorize Vicinia Gardens to serve alcohol to the resident listed below as follows:

No more than 4 oz. of Wine OR 1 can of Beer OR 1 Wine Cooler OR 1 Mixed Drink (ex: Bloody Mary, Strawberry Daiquiri) per week.

YES \_\_\_\_\_

NO \_\_\_\_\_

Resident Suite Number: \_\_\_\_\_

Resident Name: \_\_\_\_\_

\_\_\_\_\_  
Designated Representative/Resident Signature

\_\_\_\_\_  
Date



**CONSENT TO CHARGE FOR ACTIVITIES**

I authorize Vicinia Gardens to charge up to \$100 per month to my account to cover the cost of any external activities. Examples include but are not limited to restaurant excursions, trips to plays, concerts or movies, and trips to the store. I also understand that a \$5 Bus Fee will be added to each outing when the bus is used to transport. Vicinia Gardens will provide a copy of the receipt for any purchases that are charged to the account, upon request.

I agree to pay the amount in full when I pay the monthly rent fee.

I understand and agree that I may cancel this service at any time in writing. Any outstanding charges will be paid as noted above, in full, if and/or when I cancel.

I understand and agree that I have had a chance to discuss any questions or concerns with the Resident Director regarding this.

I also agree to and understand that Vicinia Gardens will be transporting the Resident, (listed below), to and from external activities in employees' cars & or leased bus. I understand and agree that all employees have been checked for both car insurance as well as had department of Motor Vehicle Clearance Reports. I hereby grant Vicinia Gardens permission to transport the Resident listed below and hold Vicinia Gardens and its employees free from any accidents or injuries that may occur during this process.

YES \_\_\_\_\_

NO \_\_\_\_\_

Resident Suite Number: \_\_\_\_\_

Resident Name: \_\_\_\_\_

\_\_\_\_\_  
Designated Representative/Resident Signature

\_\_\_\_\_  
Date



## **PESTS**

### **Inspection and Infestations**

BY SIGNING THIS AGREEMENT, YOU REPRESENT THAT:

- YOU HAVE INSPECTED THE DWELLING PRIOR TO MOVING IN, OR PRIOR TO SIGNING THIS ADDENDUM, AND YOU DID NOT FIND ANY EVIDENCE OF ANY PEST INFESTATION INCLUDING ANTS, BEES, MICE OR BED BUGS INFESTATION OR
- YOU WILL INSPECT THE DWELLING WITHIN 48 HOURS AFTER MOVING IN, OR WITHIN 48 HOURS AFTER SIGNING THIS ADDENDUM AND WILL NOTIFY US OF ANY PEST INFESTATIONS AS LISTED ABOVE

You agree that you have read the information provided in this and that you are not aware of any infestation of any type including but not limited to the presence of fleas, bed bugs or any other in your current or previous dwellings, furniture, clothing, personal property, or possessions. You also acknowledge that you have fully disclosed to us any type of infestation including but not limited to the presence of fleas, bed bugs or any other infestations or issues that you have experienced before or during your residency at Vicinia. If you disclose to us a previous experience with infestations or other pest related issues, we can review documentation of the previous treatment(s) and help you inspect your personal property and possession to confirm the absence to keep your new home free of such pests for the benefit of all residence.

### **Access for Inspection and Pest Treatment**

You must allow us, and our pest control agents access to the apartment at reasonable times to inspect for or treat Pest as allowed by law. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the apartment and building. We can select the method of treating the apartment, building and common areas for Pests. We can also inspect and treat adjacent or neighboring apartments to the infestation even if those apartments are not the source or cause of the known infestation. Unless otherwise prohibited by law, you are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treated the apartment. If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the apartment for an infestation on your own without written consent from business director, maintenance, or head of housekeeping.

### **Notification**

You must promptly notify us:

- of any known or suspected infestation or presence in the apartment, or in any of your clothing, furniture, or personal property
- of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by unknown sources, or by any condition or pest you believe could be in the apartment





### **Cooperation**

If we confirm the presence or infestation of pests, you must cooperate and coordinate with us and our pest control agents to treat and eliminate them. You must follow all directions from us or our agents to clean and treat the apartment and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned as close as possible to the time we treated the apartment. Any items you remove from the apartment must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of pests in your apartment, we have the right to require you to temporarily vacate the apartment and remove all furniture, clothing, and personal belongings for us to perform pest control services. If you fail to cooperate with us, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.

### **Responsibilities**

If it is determined that you, your occupants, or guests were the source of the pest infestation, you may be obligated to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your apartment. If we confirm the presence or infestation of pests after you vacate your apartment, you will be responsible for the cost of cleaning and pest control treatments. If we must move other residents to treat adjoining or neighboring apartments to your apartment, you may be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other apartments. If you fail to pay us for any costs you are liable for, all of which shall be construed as additional rent, you will be in default, and we will have the right to terminate your right of occupancy.

### **Transfers**

If we allow you to transfer to another apartment in the community because of the presence of an infestation, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest control professional. You must provide proof of such cleaning and treatment to our satisfaction.

**BY THEIR SIGNATURES** the parties or their representatives have executed this Agreement.

\_\_\_\_\_  
Designated Representative/Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vicinia Gardens Authorized Representative

\_\_\_\_\_  
Date



**SEND NOTICES AND MONTHLY INVOICING TO RESIDENT IN CARE OF**

Preferred Billing by mail\* \_\_\_\_\_ or email \_\_\_\_\_ (check one or both)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Would you like to receive our monthly newsletter, activities calendar, and monthly menu via e-mail?

YES \_\_\_\_\_ NO \_\_\_\_\_

\*NOTE that all paper billings will incur a \$5 monthly processing charge.