



West Wind

ENHANCED CARE FACILITY

DISCLOSURE AND RESIDENCY AGREEMENT

November 2008

This document supersedes all previous related to disclosure and residency at West Wind Enhanced Care (Formerly Ashland View Manor)

Uniform Disclosure Residency Agreement

By this agreement, made and entered into on this ___ day of ___, ___ between West Wind, (herein after referred to as the Facility), and _____ and _____ (herein referred to as the Resident), the facility hereby accepts the resident as a tenant of the residence located at 3130 Juanipero Street, Medford, Oregon, 97504. Said apartment shall be occupied by the individual(s) indicated above as "resident" and is not assignable, or otherwise transferable. Resident is subject to all state and city laws and ordinances as well as applicable Oregon Department of Human Services regulations and facility policies.

The resident shall pay rent in the amount of \$6500.00 per month payable in advance no later than the 5th day of each month. A late fee of \$10.00 per day may be assessed for payments received after the 10th day of the month. A \$25.00 dollar fee will be assessed for any returned checks. The occupancy and rent shall begin on the ___ day of ___, ___ and continue on a month to month tenancy. For those residents receiving Medicaid benefits, the same due dates and conditions apply. While the rental rate is inclusive of all services, the facility reserves the right to increase the rent as it finds necessary, but guarantees resident a 30-day written notice of such increase.

Medicaid

If residents financial situation changes and resident applies and for and receives Medicaid support, the portion due by the resident varies based on residents Medicaid support. Resident is responsible for the portion of unpaid rent and/or fees as defined by OAR411-055-0300

Valuables

Each apartment is equipped with lockable storage. The facility is responsible to handle resident property with reasonable care, however, the facility shall not be responsible should a resident elect to keep money and other valuables in their apartment. Residents may secure personal property insurance at their own expense from an agent or company of their choosing.

Access to Premises

Management shall have the right to enter the unit to inspect the unit, make repairs/improvements or supply agreed upon services. Management will make a reasonable effort to schedule entries with the resident. Resident shall not unreasonably withhold consent of management entry. Management shall have the right to enter the unit immediately and without notice in the event of an emergency.

Damages

- *Resident agrees to pay all damages to the facility property caused by the resident beyond normal wear and tear.*
- *Definition "beyond normal wear and tear" means wear/damage beyond that which is a result of normal aging, fading or soiling, and includes the following;*
 - *Damage to apartment-carpets, drapes, vinyl, doors, walls, fixtures, counters or other parts of the premises.*
 - *Severe damage from wheelchairs, walkers, canes or other adaptive devices*
 - *Incontinence, spills, stains to carpet or vinyl that normal cleaning does not remove*
 - *Pet damage.*
 - *Smoking damage (although smoking is not allowed).*

Termination

This agreement may be terminated by either party giving at least 30 days written notice of their intention to terminate (the "termination date"). If a resident dies or leaves the facility for medical reasons and indicates he/she is not returning, West Wind will not charge the resident for more than 15 days after the resident has left the facility. If resident does not (or is unable to) give a 30-day written notice for health related reasons or death, resident agrees to pay rent for 7 days after vacating the premises, including removal of belongings.

Default

If the resident fails to pay any sums due under this agreement, or fails to comply with any of the provisions of this agreement, the resident agrees to pay all collection agency fees and court costs. For changes and/or amendments see attached documents signed by both parties;

The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives and assigns of parties hereto, and all covenants are to be construed as conditions of this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement at _____, the day and year first above written.

Facility

By _____

Resident

Responsible Party

Address

City/State/Zip

Telephone