



## **RESIDENT AGREEMENT**

[www.AutumnLeaves.com](http://www.AutumnLeaves.com)

PHONE: (214) 845-4500 • TOLL FREE (888) 662-8886 • FACSIMILE (855) 845-4501  
545 E. John Carpenter Freeway, Suite 500 • Irving (Las Colinas), TX 75062



### RESIDENT AGREEMENT

Resident, through the Responsible Party, has requested accommodations and services at the Community and Autumn Leaves has accepted Resident's request. This Resident Agreement (the "Agreement") is made between Autumn Leaves and Responsible Party for the benefit of Resident. This Agreement is a month to month agreement and may be terminated at any time by either party as provided in Section 7.

#### 1. DEFINITIONS

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

Community/Autumn Leaves: \_\_\_\_\_ Memory Care, LLC d/b/a Autumn Leaves of \_\_\_\_\_

Autumn Leaves is a licensed Assisted Living Large Type B facility with an Alzheimer's Certification.

Responsible Party: \_\_\_\_\_

Responsible Party represents that it is the authorized legal representative of Resident and further acknowledges that the terms of this Agreement are fully binding upon Responsible Party and its heirs, legal representatives, successors and assigns. Responsible Party further acknowledges that it is required to fully comply with the terms of this Agreement and that Autumn Leaves is materially relying on these representations by executing this Agreement.

The Responsible Party understands and agrees that the Resident's age, application forms, health history and medical report, personal interview and emergency information records are a part of this Agreement, and any material misrepresentation or omission made by the Responsible Party as to the Resident's age and health history shall render this Agreement voidable at the option of Autumn Leaves.

Room: # \_\_\_\_\_

- |   |  |
|---|--|
| <input type="checkbox"/> Extra Large Suite          | <input type="checkbox"/> Standard Suite  |
| <input type="checkbox"/> Large Suite with Shower    | <input type="checkbox"/> Studio Suite    |
| <input type="checkbox"/> Large Suite without Shower | <input type="checkbox"/> Companion Suite |
| <input type="checkbox"/> Shared Bath Suite          |  |

Move In Date: \_\_\_\_\_

#### 2. ACCOMMODATIONS AND SERVICES

Beginning on the Move In Date, in exchange for the fees outlined in Exhibit A, Autumn Leaves shall provide the following accommodations and services to Resident under the terms, conditions and limitations contained in this Agreement.

##### Accommodations

- 1. Resident's Room.** Resident is authorized to occupy and use the Room. Resident is encouraged to personalize the Room by providing the Resident's own furnishings and decorations provided all personal decorations must comply with the safety rules of Autumn Leaves. Autumn Leaves reserves the right to approve all furniture and fixtures the Resident adds to the Room. Responsible Party will complete the Room Inspection (attached as Exhibit H) prior to the Move In date for the purposes of determining liability for damages, if any, to the Room. Autumn Leaves can provide basic furnishings for the Room upon request of Responsible Party.



- 2. Alterations.** The Resident may not make any structural or physical changes to the Room, including the modification or addition of locks or locking devices, without the prior written consent of Autumn Leaves. Any changes or modifications to the Room which require the assistance of electricians, contractors or similar professionals must be approved in advance by Autumn Leaves.

### **Health and Personal Care Services**

- 1. Assistance with Activities of Daily Living.** As needed, Autumn Leaves will make available to the Resident assistance with dressing, grooming, bathing, feeding and administration of medication and other activities of daily living, to the extent allowed by applicable state law.
- 2. Assistance with Storage and Administration of Medications.** Through its staff, Autumn Leaves will assist the Resident with storage and administration of medications to the extent allowed by state law and in accordance with the Medication Policy, attached as Exhibit D.
- 3. Meals and Snacks.** Three nutritionally well-balanced meals per day are included with Basic Services. Modified meals for special diets will be available to the Resident if prescribed by the Resident's physician as a medical necessity. Snacks are available to the Resident at all times.
- 4. Life Engagement.** To meet the Resident's physical, social, mental and spiritual needs, Autumn Leaves will provide a full program of activities on a daily basis. The Resident will be provided with the use of the common areas such as living rooms/TV rooms, lounges, craft rooms, library, meeting rooms and outside courtyards (when weather permits).
- 5. Housekeeping.** Autumn Leaves will provide basic daily housekeeping services including cleaning of common areas and resident's private room and bath.
- 6. Laundry.** Autumn Leaves will provide laundry service (wash, fold, return to Resident's room) for personal clothes and linens.
- 7. Monitoring and Emergencies.** Autumn Leaves, through its staff, shall monitor the Resident's health status to identify any changes in the Resident's physical, mental, emotional and social functioning. In the event of an emergency, Autumn Leaves staff may summon emergency medical services to assist the Resident by calling "911" or otherwise summoning appropriate medical services personnel.

### **Excluded Services**

Except as otherwise expressly stated in this Agreement, the Resident is responsible for furnishing or paying for any of the Resident's health and medical care services, including, without limitation, hospital services, physicians' services, emergency transportation including ambulance services, nursing services including skilled nursing facility charges, private duty personnel such as home health services, medications, vitamins, eye glasses, eye examinations, hearing aids, ear examinations, dental work, dental examinations, orthopedic appliances, laboratory tests, x-ray services, any rehabilitative therapies (physical, occupation, or speech), podiatry services, IV therapy, oxygen therapy, equipment rentals, in-room utilities such as private phone or cable, barber/beauty shop appointments, incontinence supplies, and personal hygiene supplies (e.g. shampoo, soap, toothbrush). The cost of some or all of these excluded services may be covered by Medicare.

### **Health Needs Which Autumn Leaves Cannot Meet**

Should the Resident need health services which cannot be provided in the Community, either by Autumn Leaves staff or third party providers with whom the Resident or Responsible Party contracts, Autumn Leaves will immediately notify the Responsible Party to assist in transitioning the Resident to an appropriate care setting.



### 3. RESIDENT'S RIGHTS AND RESPONSIBILITIES

Resident shall have all rights set forth in the Resident's Bill of Rights.

#### **Absences from Community**

Resident is free to leave the Community at any time so long as Resident is accompanied a person authorized in writing by the Responsible Party. Autumn Leaves is not responsible for any obligations or expenses incurred by the Resident outside of the Community. The Responsible Party agrees to notify Autumn Leaves in advance of such absence. The Responsible Party agrees to ensure that the Resident is signed out of the building upon leaving each time and signed in to the building upon returning.

#### **Health Records**

Autumn Leaves maintains a separate Resident record on each of its Residents which may contain medical and other personal information. All information and records regarding Residents are confidential and are not released without written consent of the Resident or their authorized legal representative. Autumn Leaves' licensing agency has the authority to examine such medical records as part of the agency's evaluation of the Community. In addition, each Resident has the right to review their Resident record.

### 4. ACCESS/VISITATION

#### **Access to the Room**

Autumn Leaves' staff may enter the Room at reasonable times and for reasonable purposes to properly offer services including inspection, maintenance and other services described in this Agreement. Under Autumn Leaves' license, a duly authorized agent of the state may, after providing proper identification and stating the purpose of his or her visit, enter and inspect the entire Community, including the Room, at any time without advance notice.

#### **Family Visits**

Autumn Leaves encourages family and friends to visit the Resident. Autumn Leaves encourages regular family involvement with the Resident and provides ample opportunities for family participation in activities at the Community. Autumn Leaves reserves the right to set visiting hours at the Community and request any guest threatening the safety of any resident, staff member or other guest to leave the premises immediately.

### 5. ASSUMPTION OF RISK/SHARED RISK

At Autumn Leaves most residents have a diagnosis of cognitive impairment or neurological deficits, dementia, psychiatric or mental condition. Whatever the causes of the symptoms or behaviors, the staff at Autumn Leaves will assist residents and families in understanding the importance of providing appropriate care for each resident and certain inherent risks associated with the disease processes. At Autumn Leaves, we are committed to protecting the rights and well-being of every resident and there are some risks that are unavoidable in any community care setting, including but not limited to: wandering inside or outside of the Community (elopement); resident altercations; loss of skin integrity; loss of personal, sentimental or monetary property; change in human intimacy behavior; dehydration; falls; later stage weight loss; disease progression. Responsible Party acknowledges the unavoidable risks described herein.

Autumn Leaves is not responsible for damages or loss of any property (including but not limited to jewelry, cash, credit cards, furniture, documents, family heirlooms, hearing aids, glasses, dentures, etc.) belonging to the Resident due to theft or any other cause. The Responsible Party is responsible for paying for and maintaining insurance to cover damage to or loss of the Resident's property, if desired.



## 6. CHANGE OF ACCOMMODATIONS

Autumn Leaves reserves the authority to determine and make all arrangements regarding residency, including admission and dismissal of the Resident and other residents and adjustments in rates and accommodations consistent with state law and Autumn Leaves policies. Autumn Leaves also reserves the right to change the location of the Resident's Room following thirty (30) days written notice (or less if allowed by law) to the Responsible Party. If, at the Responsible Party's request, the Resident wishes to change Rooms within the Community, subject to availability and at the discretion of the Community considering the health and welfare of all Residents, the Responsible Party will be responsible for paying the actual cost of moving the Resident.

## 7. TERM AND TERMINATION OF AGREEMENT

All Notices of Termination under the provisions below must be provided in writing.

### **By Responsible Party**

The Responsible Party may terminate this Agreement by giving thirty (30) days written notice of termination to Autumn Leaves. The notice must identify the date when the termination is to become effective, which date must be at least thirty (30) days after the date of the notice.

### **By Autumn Leaves**

Autumn Leaves may terminate this Agreement if:

1. The Responsible Party fails to pay the Basic Services Rate or additional charges for services the Responsible Party has requested within ten (10) days of the due date.
2. The Resident fails to comply with state or local law after receiving written notice of an alleged violation of the same.
3. The Community / Autumn Leaves changes use and is no longer operated as an assisted living facility and memory care community.
4. For the welfare of the Resident, Autumn Leaves is no longer able to adequately care for the Resident.

Notwithstanding the foregoing, if the Resident or any person associated with Resident is engaging in behavior which threatens the Resident's or other residents' or staff's mental and/or physical health or safety, Autumn Leaves may terminate this Agreement by giving the Responsible Party the minimum number of days written notice as allowed by state law. During the notice period, Responsible Party may be required to provide one on one supervision of the Resident twenty four (24) hours a day at Responsible Party's expense.

### **Vacating Room and Refund**

Upon termination of this Agreement for any reason, the Responsible Party or the Resident's estate shall vacate the Room, remove all of the Resident's belongings, and return all of the Room keys on or before the date stated in the written notice of termination. In the event of the death of the Resident, this Agreement shall terminate after ten (10) days. If the Room is not vacated or all belongings not removed within ten (10) days, then Responsible Party and/or the Resident's estate shall remain liable for the Basic Services Rate until the Room for the entire period until the Room is vacated and all of the Resident's property is removed. Subject to the foregoing, Responsible Party will be given a pro-rated refund for any pre-paid fees based on the day of the Resident's death. All refunds will be provided to Responsible Party within thirty (30) days of the effective date of termination.

### **Effect of Termination**

Any termination of this Agreement under this Section shall terminate Autumn Leaves obligation to furnish accommodations and services to the Resident. Upon payment of any refund provided for above, Autumn Leaves shall be discharged from any further obligations to the Resident under this Agreement.



## 8. PROPERTY OF AUTUMN LEAVES

### **No Tenancy Interest or Management Rights**

This Agreement gives the Resident the right to live in the Community and to have as much freedom and choice regarding the Resident's life there as possible. However, it does not give the Resident the rights of a "tenant" as that term is defined by state law. Autumn Leaves reserves the sole right to provide management of the Community in the best interests of all residents and reserves the right to manage or make all decisions concerning the admission, terms of admission or dismissal of other residents consistent with state law.

### **Liability for Damage**

The Responsible Party agrees to ensure that the Resident maintains the Room in a clean, sanitary and orderly condition. The Responsible Party shall reimburse Autumn Leaves for the repair to the Room and for the repair or replacement of furnishings and fixtures owned by Autumn Leaves in the Room above and beyond ordinary wear and tear. In addition, the Responsible Party shall reimburse Autumn Leaves for any loss or damage to the Community's real or personal property inside or outside of the Room caused by the Resident or by persons on the premises with the Resident's permission.

## 9. MISCELLANEOUS PROVISIONS

### **Waiver**

The failure of Autumn Leaves in one or more instances to insist upon the strict performance, observance or compliance by the Responsible Party with any of the terms and provisions of this Agreement, shall not be construed to be a waiver or relinquishment by Autumn Leaves of its right to insist upon strict compliance by the Responsible Party with all of the terms and provisions of this Agreement.

### **Assignment**

Autumn Leaves may assign this Agreement in its sole discretion. The Responsible Party may not assign this Agreement to any other party.

### **Severability**

If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, this Agreement shall be read as if such unenforceable provision was not included and all other provisions of this Agreement shall continue in full force and effect. Resident and Responsible Party acknowledge and represent that they read and understand this agreement, and all attachments and that they have not received any oral representations and are not relying on any verbal statement, promise, condition or stipulation, actual or perceived, from Autumn Leaves or its employees, agents and representatives not specifically set forth in this Agreement or the attachments. Further, Resident and Responsible Party acknowledge and represent that they are not relying upon any oral representation, statement, promise, condition, or stipulation made or allegedly made by Autumn Leaves or its employees, agents, or representatives in executing this agreement. Resident and Responsible Party understand that Autumn Leaves is relying on this acknowledgment and representation and that Autumn Leaves would not execute this Agreement without such acknowledgment and representation. This Agreement contains the entire agreement between Resident, Responsible Party and Autumn Leaves and replaces all prior agreements, if any, between these parties. Autumn Leaves is not bound by any representation, statement, promise, condition or stipulation not specifically contained in this Agreement.

### **Governing Law**

This Agreement shall be governed by and construed under the laws of the State of Texas, except as to conflicts of laws issues.

### **Attorney's Fees and Damages**

In the event any action is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to its costs and reasonable attorneys' fees incurred therein from the



non-prevailing party, in addition to such other relief as the court may deem appropriate. Resident and Responsible Party acknowledge and represent that their sole remedy for any damage, loss, injury or claim arising out of or relating in any way to this agreement, the residence or resident’s occupancy at the residence shall be a credit, if any is available, to the remainder of the basic service rate.

**Notice**

Notices required by this Agreement shall be in writing and delivered either by hand delivery, overnight Mail, or certified or registered mail, return receipt requested, with all postage and charges prepaid. All notices and other written communications required under this Agreement shall be sent to the addresses listed below or to an address specified by subsequent written notice to the Responsible Party or to Autumn Leaves. If the Responsible Party's contact information changes, please notify Autumn Leaves as soon as possible.

**If to Autumn Leaves:**

Autumn Leaves  
Attn: Mitchell W. Warren, Chief Executive Officer  
545 East John Carpenter Freeway, Suite 500  
Irving, TX 75062

**If to Responsible Party:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Entire Agreement**

This Agreement, together with and all related Exhibits, constitute the entire agreement between Autumn Leaves and Responsible Party with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

**[Signature Page Follows]**



**IN WITNESS WHEREOF**, Autumn Leaves and Responsible Party each acknowledge and agree to the terms contained herein and have each executed an original version of this Agreement.

**RESPONSIBLE PARTY:**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**SECONDARY RESPONSIBLE PARTY:**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**AUTUMN LEAVES:**

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

Its: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date