

Greenview Living
Ohio's premier assisted living home

Resident Contract

(Print Resident's Name Here)

**4024 Ridgewood Road
Copley, Ohio 44321**

Phone 330-819-1150

greenviewliving@gmail.com

www.greenviewohio.com

Resident Contract

Welcome to Greenview Living Inc

We are pleased that you are making Greenview Living your home and we look forward to caring for your needs. This Resident Contract is entered into as of the date on the Signature Page of this Contract, by and between Greenview Living Inc and you, the resident. For the use of this Contract; “Contract” means this Resident Contract, “we, us, and our” means Greenview Living Inc, and “you or your” means the resident assigned to this contract.

Acknowledgements

are licensed as an Adult Family Home (AFH) by the Ohio Department of Health; our AFH Number is _____.

home is located at 4024 Ridgewood Road, Copley, Ohio. We are in Summit County.

are not affiliated with any religious or nonprofit organizations.

You wish to reside at our home and receive the services described in this Contract, and we wish to provide you with such accommodations and services on the terms set forth in this Contract.

You have applied and have been accepted as a resident at Greenview Living. The purpose for this Contract is to define the services we will be providing. This Contract also sets forth your financial and non-financial obligations to us.

Now therefore, in consideration of the Entrance Fees, Admission Fee, Basic Care Package, and any Additional Services payable by you under this Contract, we will provide you with residency and services at our home, subject to terms and conditions of this Contract. No charges, fines, fees, or penalties will be assessed against you other than those stipulated in this Contract.

Qualifications for Residency

You represent and warrant that on your Occupancy Date you:

- A. Are an adult, at least fifty five (55) years of age;
- B. Have met with your primary care physician, completed the Resident Health Assessment form, and your primary care physician has concluded that our home is capable of providing or arranging for the care you need. (We are not responsible for any health assessment fees);
- C. Are free from signs and symptoms of any communicable disease;
- D. Are able to perform activities of daily living with supervision or assistance, if necessary;
- E. Are able to transfer, with assistance if necessary;
- F. Are capable of taking your own medication(s) with assistance from staff, if necessary.

2. Living Accommodations and Provisions

We will provide you with the following accommodations and provisions, and unless otherwise indicated, are included in the Basic Care Package, which are available to all residents.

A. Access to our Home

With your Basic Care Package, you will obtain residency at our home. Access to the home’s heating and cooling systems, water source room, office, and any unfinished area of the basement, other than the laundry area, is prohibited to enter into. A staff member shall be notified when you plan on accessing the kitchen, garage, basement or yard.

B. Utilities

At our home, all of the following utilities are provided; filtered water, trash disposal, gas and electric (along with heating and cooling systems), basic cable in the living room, and telephone access.

C. Suites

We will provide you with one of the four (4) suites in our home: The Lilac, The Lily, The Rose, or The Daisy. Suite options will be available according to current vacancies at our home, at the time of the signing of this Contract. You agree to occupy _____. The Fee Schedule will establish the amount for your suite, which will be the fee of your Basic Care Package.

D. Furnishings

All suites at our home are fully furnished and accessorized and are ready to be occupied. You will have the option of furnishing you own suite, subject to our approval. We are not responsible for the transfer of any of your belongings or furnishings. You are responsible for any damage occurred during the transfer of any of your belongings or furnishings. You choose to bring your own:

___ Bed ___ Mattress ___ Bed Linen ___ Bath Linen ___ Dresser ___ Other

E. Products

All of the following basic products will be provided: general soap, shampoo, toilet paper, toothbrush, toothpaste, mouthwash, floss, Kleenex, and Q-tips. All other items related to your hygiene will be your responsibility.

F. Parking

If you own and operate a vehicle, you will be allowed to park in the driveway at a designated spot. Only one vehicle is permitted per resident. We will not be liable for any loss or damage to your vehicle or for theft of its contents, and you will be solely responsible for insuring against any and all such loss, damage, or theft.

3. General Services

We will provide you with the following services, and unless otherwise indicated, these services are included in the Basic Care Package.

A. General Care

We will provide you with continuous care and supervision. We will monitor and observe for changes in your physical, mental, emotions, and social functioning. Your physician, family, and other appropriate person/agency will be notified of any needs, requested by you. Falls are inevitable with the elderly. We are not responsible for any injuries caused by falls or any other incidents. However, we make every effort to avoid falls from happening.

B. Assistance Accessing Professionals

We will assist you with gaining access to supportive services which may include medical, dental, and other health care services.

C. Housekeeping

On a weekly basis, we will perform general house cleaning that will cover: dusting of furniture, window sills, ledges, cleaning of glass and mirrors, flooring, bathrooms and kitchen. All rooms will be kept in order on a daily basis.

D. Laundering

We will provide all of your bed and bath linen but you have the option of bringing in your own. We will launder your bed and bath linen at least weekly or more often as necessary; and your clothing will be washed, dried, and folded regularly. You are responsible to label all of your bed or bath linen and any clothing that you bring into our home. We are not responsible for any lost or damaged clothing. We are also not responsible for any drycleaning needs. You will have the option to maintain your own laundry consistent with our regular laundering routine. Should you choose to maintain your own laundry, assistance should be requested.

E. Maintenance

We will make all necessary repairs to the home when needed in order to maintain the home in proper order. However, if any damage to walls, flooring, furniture, or any other property belonging to us or another resident is caused by you, your guests, or anyone else who enters our home upon your request, you will be liable to cover any and all repair or replacement costs.

F. Group Transportation

We will provide group transportation for all residents in the event that we have an activity scheduled outside of the home for the residents. We are not responsible for any missed appointments or scheduling.

G. Social and Leisure Activities

Our events calendar lists some of the activities that our residents are able to engage in. We want and encourage our residents to be as active as they can or desire to be.

H. Dining Services

We provide three (3) appetizing and nutritious meals for the residents (breakfast, lunch, and dinner) at appropriate times, daily. All meals will be presented in the dining room. There will be snacks reasonably available. When a special diet, other than a complex therapeutic diet, is prescribed by a physician or dietitian, food will be prepared according to the instructions of the physician or dietitian.

4. Additional Services

We offer all of the following Additional Services for an additional monthly fee. All Additional Services are provided to you on an as needed basis. You agree to pay for any Additional Services at prevailing rates, at the time such services are requested by you. Our Fee Schedule details out these costs for you. We will assess the Resident's care needs for their first month then notify the responsible party of the established care level. We will then charge from day of admission for their care level.

A. Mobility—Assistance with walking or moving, inside and out of our home and assistance transferring from one position to another, excluding anywhere other than our property.

B. Dressing—Assisting a resident with the act of removing and/or placing clothing on or off.

C. Eating—Assistance with eating and/or delivering food trays to your suite

D. Toileting—Assistance with the use of a toilet and or the changing of Depends.

E. Grooming—Assistance with grooming, which consists of oral hygiene, hair care, nail care, hands and face washing, application of deodorants, shaving, and cleaning of ears.

F. Oxygen—Assistance obtaining and maintaining proper oxygen levels and tanks.

G. Separate laundering for skin allergies

H. Transportation—Other than group transportation, we can help to arrange your individual transportation needs. However, since an outside service will be providing that transportation there will be a cost incurred. If Greenview Living agrees to front the charges, they will be reimbursed on the resident's next monthly bill. We are not responsible for any missed appointments or scheduling.

5. Your Fees

A. Half Down at Signing

In order to hold your suite, 50% of the price for your Basic Care Package will be due at the time of the signing of this Contract. Should this Contract terminate prior to occupancy, you will be reimbursed the full Half Down amount. You agree to pay 50% of your Basic Care Package.

B. Entrance Fees

The date that you arrive will constitute your Occupancy Date. We shall receive from you, on or before the Occupancy Date the Admission Fee, 50% of the first month's Basic Care Package Fee, and any Additional Monthly Fees. You will not be allowed admission to our home prior to paying all the Entrance Fees, in their entirety.

C. Admission Fee

We shall receive from you a one time per contract non-refundable Admission Fee of \$1,000.00 per single resident and \$1,500.00 for a pair.

D. Basic Care Package

You have chosen, based on preference and availability, a suite in our home. Each suite has a different price per day. You agree to pay the full amount for your designated room. This amount will be charged according to the days in each month and is due and payable, in advance on the first day of each month. You or your authorized representative shall continue to pay for the Basic Care Package, as adjusted according to this Contract monthly until the effective date of the termination of this Contract.

E. Additional Services

The care level that you require is broken down on our Fee Schedule. Also, this amount will be charged according to the days in each month and is due and payable, in advance on the first day of each month.

F. Rate Increase

We may increase the amount of any fees and charges stated in this Contract only once during every twelve (12) month period from your Occupancy Date. We will give you a thirty (30) day written notice of any such increase, unless state or deferral assistance programs require the change. Any increase to the amount of the Basic Care Package will be limited to the greater of 10%.

We reserve the right to increase any fees and charges stated in this Contract at any time, if it is determined through a Reassessment from your physician or an evaluation by us that the level of care the resident now requires is higher than the level of care they currently receive.

G. Prepayment of Charges

Charges paid in one lump sum will not be increased or changed during the duration agreed upon, except for changes required by state or federal assistance programs. Such funds, shall be deposited into a banking institution, in the state of Ohio and shall be kept separate from the funds and property of Greenview Living, INC on statements; and shall be used or otherwise expended only for your account.

H. Responsibility for Payment

The signer of this contract will be liable for the payment of the required fees and charges to be paid to us. You further agree that your executor, administrator, legal representative, heirs, assigns, or trustees and successor trustees of any trust created for your benefit will be obligated to pay all such fees and charges to the extent that they have not been paid by you. The responsibility for payment of fees due to us hereunder will survive the termination of this Contract.

If any such fees or charges are not paid in full within seven (7) days after the due date, 2% of the Basic Care Package will be applied to your next month's bill as a late fee. Should we receive a returned check from the bank, there will be a \$30 charge to cover bank fees and special handling costs. We reserve the right to collect any such fees and charges using any and all legal means and will be entitled to receive all related legal fees and costs incurred for all proceedings, trials, and appeals.

6. Resident Health Assessments and Transfers

You acknowledge that at some future time it may be necessary for you to temporarily or permanently transfer to another healthcare, specialty care, or nursing care facility if you require more care than we are able to provide; or that your stay at our home was temporary and your residency at our home is no longer necessary.

You are required to initially meet with your primary care physician and have completed the Resident Health Assessment Form prior to your Occupancy Date, and to periodically meet with your primary care physician and complete Resident Health Assessment Forms at least annually, or sooner, as your primary care physician requests, or as we determine is needed for an assessment of your health to ensure that you do not require a level of care beyond what we are able to provide and to receive a recommendation from such physician as to whether or not a transfer to a different setting is in your best interest. You agree to abide by the recommendation of the Primary Care Physician as to when a transfer is appropriate.

To continue to qualify for ongoing residency at our home, you must meet certain conditions; some of which are related to your health, which include the requirements that you must meet according to state guidelines.

A. Temporary Transfers

If you require temporary care outside of our home, you may retain your suite during your Absence. You will be required to continue paying the full amount of your Basic Care Package incurred by you, on your behalf, under this Contract.

B. Permanent Transfers

If you are required to transfer permanently, this Contract will terminate on the day your room is vacated and cleaned of all personal belongings. All fees charged for the remaining days following the termination date will be refunded.

7. Termination of Contract, Evictions, and Refunds

A. Termination during Seven-Day Rescission Period

You may terminate this Contract, without penalty or forfeiture, upon written notice to Greenview Living Inc within seven (7) days after the date this Contract was executed. At such time, Greenview Living will refund to you the entire amount paid under this Contract.

B. Termination after Seven-Day Rescission Period and Prior to Occupancy Date

(7) You may terminate this Contract upon written notice to Greenview Living after the seven

Day Rescission period described in paragraph 7 (A) and prior to the Occupancy Date; Pertaining to this paragraph 7 (B) if the Occupancy Date is scheduled for after the end of the seven (7) day period. If you terminate this Contract pursuant to this paragraph 7 (B), will refund the entire amount you paid under this Contract, less (i) the amount of any costs specifically incurred by Greenview Living, Inc, at your request, if any, set forth in writing signed by you and Greenview Living, Inc, and (ii) a processing fee equal to or more than 5% percent of the total of first month Basic Care Package Fee and any additional Service Fees, but such fees' will not exceed the amount you have paid Greenview Living. We will pay the refund within forty five (45) days.

C. Termination Prior to Occupancy Date Due to Passing or Illness

If you pass, prior to the Occupancy Date or if you are precluded from taking occupancy due to an illness, injury to other incapacity, this Contract will terminate. Your legal representative will receive a full refund within forty five (45) days of any fees paid by you.

D. Termination upon Thirty Days Notice

You may terminate this Contract at any time after the Occupancy Date upon a thirty (30) days written notice to us. We may also terminate this Contract at any time upon a thirty (30) days written notice to you.

E. Termination after Occupancy Date

Any fees and charges paid to Greenview Living in the calendar month that this Contract is terminated, after the Occupancy Date, Greenview Living, will not refund to you that calendar month's fees and charges. All fees and charges prepaid for after that calendar month of the Termination Date of this Contract will be paid to you within forty five (45) days following the termination date.

F. Eviction Procedures

We may upon a thirty (30) day written notice to you and your authorized representative terminate this Contract and evict you on the following grounds:

1. Failure to pay any and all fees and charges due pursuant to this Contract within thirty (30) days of the due date.
2. Failure to comply with local or state law while in our home.
3. Failure to comply with transfer recommendations from your primary care physician pursuant to paragraph 6. In such an event, we will provide you with such notice of termination as it deems reasonable under the circumstances.
4. Closure, change of us, or change in target population.
5. Breach of any warranty, representation, or obligation contained in this Contract, or any misstatements of a material fact contained in this Contract, your Application for residency, financial statement, or other information submitted by you or your authorized representative or in satisfaction of your obligations under this Contract.
6. Failure to comply with our policies and procedures, found in our Resident Handbook, established for the purpose of maintaining peace with all individuals living or working in our home.

If this Contract is terminated under this Paragraph 7 (F), any refund payable to you will be paid within forty five (45) days following the effective date of termination. You must relocate on or before the Termination Date.

8. Offset of Unpaid Fees and Charges

We will withhold any refund payable to you, in its entirety, that is equal to or less than an amount of unpaid fees and charges for services incurred by you. Pursuant to this paragraph (8) if the refund amount that we withhold is greater than the amount of unpaid fees or charges, we will withhold an amount equal to the amount of unpaid fees and charges. The remaining amount will be refunded to you within the time specified for the appropriate refundable basis. You have fourteen (14) days to respond to withholds if you wish to contest any amounts withheld.

9. Removal of Personal Property

When this Contract is terminated you or your sponsor is required to have all of your personal property removed from our home, on or before the Termination Date.

10. Closing of the Facility

If our home is to close, we will inform each resident, his or her guardians, his or her sponsor, or any organization or agency acting on behalf of the resident of the closing of our home and the date of the closing at least thirty (30) days prior to the proposed date of closing. Payments for services not rendered will be refunded to the resident within thirty (30) days after the closing.

11. Other Provisions

A. Rules and Regulations

We will have the right to adopt from time to time, such reasonable rules and regulations as we deem necessary for the orderly operation and management of our home and the health, welfare, safety, peace and comfort of the residents of our home and you agree to abide by all such present and future rules and regulations. Rules and regulations include, but are not limited to, the Resident Handbook.

B. Binding Effect

This Contract is assignable by Greenview Living LLC and will be binding upon the successors

and assigns of Greenview Living and upon your executor, administrator, legal representative,

heirs, and assigns, and trustees and successor trustees of any trust created in your benefit.

This Contract shall not be assigned to you.

C. Notices

All notices, requests, demands, tenders, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been given if delivered or if mailed, certified, or registered mail, postage prepaid as follows:

Greenview Living LLC

Administrator

4204 Ridgewood Rd

Copley, OH 44321

To: (Resident's Name)

D. Waiver

Any terms or conditions of this Contract may be waived at any time by the party that is entitled to the benefit thereof, but such waiver will only be effective if evidenced by a writing signed by each party. No course of dealing by any party and no failure, omission, delay or forbearance by such party, in whole or in part, in exercising such party's rights, powers, benefits or remedies, will be deemed a waiver of any such rights, powers, benefits, or remedies.

E. Amendments and Modifications

This Contract may be amended or modified only in writing sign by the parties hereto.

F. Governing Law

This Contract shall be governed by and construed and enforced in accordance with the laws of the State of Ohio.

12. Your Rights and Acknowledgements

A. This facility and all other adult care facilities in the state of Ohio are regulated by Chapter 3722 of the Ohio Revised Code. A copy of the law is on file at the facility.

B. By executing this Contract you acknowledge that Greenview Living LLC present you with a copy of this Contract prior to the transfer of any money or property to Greenview and that they present you with copied of the Disclosure documents required pursuant to Chapter 3722 of the Ohio Revised Code, prior to entering into this Contract.

C. You acknowledge and represent that you have read and understood the provisions of this 8

13. Total Fees

Entrance Fee

- 1. Admission Fee \$1,000.00

Signing Fee

- 1. Additional Services \$ _____
- 2. Additional Services \$ _____

Total Fee \$ _____

Your Monthly Fees (Based on a 30 day month)

Basic Care Package

- 1. Suite Fee \$ _____/day = \$ _____

Additional Services

- 1. Care Package Level _____
- 2. Cost \$ _____/day = \$ _____

Total Base Monthly Fee \$ _____

14. Signatures

In witness whereof, Greenview Living LLC and You have reviewed, understood, and agree to all parts of this Contract and You have received copies of this Contract and our Resident Handbook, which contains Your Resident’s Rights and all of our policies and procedures, which You have reviewed, understood, and agree to as well, and have caused this Contract to be executed this _____ day of _____, _____. (Also known as the Occupancy Date)

Resident’s Name _____
Social Security Number _____ (Optional)
Date of Birth _____

Representative Name _____
Relationship _____
Address _____
Phone _____

Care Level(s) Required ___ Mobility ___ Dressing ___ Eating ___ Toileting
___ Grooming ___ Oxygen ___ Other _____

Resident

**Authorized Member
Greenview Living LLC**

Authorized Representative

Resident’s/Representative’s Copy

Total Acknowledged Fees

Entrance Fee

1. Admission Fee \$1,000.00

Signing Fee

1. Additional Services \$ _____

2. Additional Services \$ _____

Total Fee \$ _____

Your Monthly Fees (Based on a 30 day month)

Basic Care Package

1. Suite Fee \$ _____ /day = \$ _____

Additional Services

1. Care Package Level _____

2. Cost \$ _____ /day = \$ _____

Total Base Monthly Fee \$ _____

Signature Confirmation

In witness whereof, Greenview Living LLC and You have reviewed, understood, and agree to all parts of this Contract and You have received copies of this Contract and our Resident Handbook, which contains Your Resident's Rights and all of our policies and procedures, which You have reviewed, understood, and agree to as well, and have caused this Contract to be executed this _____ day of _____, _____. (Also known as the Occupancy Date)

Resident's Name _____

Social Security Number _____ (Optional)

Date of Birth _____

Representative Name _____

Relationship _____

Address _____

Phone _____

Care Level(s) Required ___ Mobility ___ Dressing ___ Eating ___ Toileting
___ Grooming ___ Oxygen ___ Other _____

Resident

**Authorized Member
Greenview Living LLC**

Authorized Representative

Greenview Living LLC Copy