

### Lake Sherwood Village Residency Agreement

**1. Parties:** This lease is between \_\_\_\_\_ and **Lake Sherwood Village** on the following property: **4101 Plaza Tower Drive, Baton Rouge, Louisiana, Apartment # \_\_\_\_\_** for use as a private residence only. The unit will be occupied by this resident only. No other occupants are permitted. Persons not listed above may not stay in the residence for more than 14 consecutive days without written consent from Lake Sherwood Village management. Subletting, assignment, replacements, or change of co-residents or occupants will be allowed only with written consent from management. In such event, resident remains fully liable hereunder but shall receive credit for all rentals paid by succeeding residents.

**2. Term:** This lease shall begin on the \_\_\_\_\_ day of \_\_\_\_\_, **20** and shall end on the \_\_\_\_\_ day of \_\_\_\_\_ **20**  
After six months residency, written notice of termination must given by either party at least 30 days before the end of the lease term or renewal or extension period or unless another lease is signed by both parties. Failure to comply with the six-month residency requirement without the consent of management will result in the balance of rent for the unfulfilled residency requirement being due and payable upon move out. Should a resident of Lake Sherwood Village choose to relocate to a different apartment, they must pay a \$500.00 Reservation Fee and sign a new lease.

**3. Monthly Fee:** Resident(s) shall pay a monthly base fee payable in advance and without demand by the first day of each month and late after the tenth of each month. All fees charged are to be paid by check or by bank draft.

**Monthly Fee:** \$ \_\_\_\_\_ **Pro-Rated amount for** \_\_\_\_\_ : \$ \_\_\_\_\_

**4. Late Charges:** Resident(s) agree to pay a late fee of \$25.00 in the event that the monthly fee is not paid by the tenth (10<sup>th</sup>) of each month.

**5. Optional Service Fees:** Optional Service fees shall be charged in accordance with the optional service fee schedule when requested by the resident. Charges will be added to the resident's monthly bill for such services as personal transportation, additional meals, and any services not included in the rental fee.

**6. Routine Services:** Lake Sherwood Village agrees to provide the resident with the following services as long as the resident resides at Lake Sherwood Village  
**Lodging** - Lake Sherwood Village shall provide a home, elevators, and 24-hour on-site personnel, laundry facilities, and all services provided in the community center. Lake Sherwood will also provide cable television, water, trash service, and landscaping.  
**Furnishings** - The apartment is furnished with an electric range/ oven, microwave oven, frost-free refrigerator/ freezer, dishwasher, disposal, smoke alarm, sprinkler system, carpet and mini-blinds.  
**Laundry Facilities** - Lake Sherwood Village shall provide laundry facilities on each floor for the use of the residents.  
**Emergency Response** - Lake Sherwood Village will provide 24-hour on-site personnel. Each home will be furnished with an emergency call system, located in each bedroom and bathroom. Management will maintain and monitor this system.

**Cleaning and Maintenance** - Lake Sherwood Village management agrees to act with diligence

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To keep common areas reasonably clean, maintain fixtures, furniture, hot water, heating and air conditioning equipment, remain in substantial compliance with all federal, state, and local laws regarding safety and sanitation, and to make all reasonable repairs, subject to residents obligation to pay for damages caused by resident or resident's guests.

**Meals** - Lake Sherwood shall provide breakfast and a hot lunch each day. Dinner and guest meals will be available to the resident at an additional cost.

**Housekeeping/Pest Control** - Lake Sherwood Village will provide weekly scheduled housekeeping services for each apartment. Management reserves the right to have each home treated for pest control per routine schedule.

**Social Activities** - Lake Sherwood Village will provide and coordinate educational, recreational, and cultural opportunities to encourage the social and physical well being of the residents.

**Transportation** - Lake Sherwood Village will provide scheduled transportation to local shopping, cultural affairs, recreational outings, and medical appointments.

**7. Personal Property:** The resident(s) shall maintain his own insurance on personal property. Management will not assume any responsibility for vandalism or theft of vehicles parked in or about the premises. If any of the Management's employees are requested to render any services such as moving automobiles, handling of furniture, or any other service not contemplated in this contract, such employee shall be deemed the agent of the resident regardless of whether payment is arranged for such service and resident agrees to hold Management harmless from all liability in connection with such services.

**8. Pets:** There is a restriction on pets. Pets are allowed only with Management's prior approval and Lessee's execution of a Pet Agreement, which at execution, is made a part of the residency agreement. Resident will pay a deposit of \$500.00 for having a pet.

**9. Cause for Eviction:** Management may, upon thirty days written or verbal notice, evict the resident(s) on the following grounds:

1. Nonpayment of rent within 10 days of the due date.
2. Inability of the facility to meet the needs of the resident.
3. Failure of the resident to comply with general policies, which is for the purpose of making it possible for residents to live together. Violations such as those listed below would be grounds for eviction, as they would preclude optimum living environment for all residents.
  - a. Verbal or physical abuse directed towards other residents or staff persons.
  - b. Use of profanity or offensive language.
  - c. Destruction of property.
  - d. Violent or antisocial behavior.
  - e. Harming or a threat to harm oneself.
  - f. Health conditions, which require staffing levels, which are not available in the facility.
  - g. Family or visitors, which are abusive or upset the general resident population.
  - h. Refusal to practice general hygiene techniques such as frequent bathing, oral care, clean clothing, etc.
  - i. Noncompliance with Physician orders, which would result in a threat to the safety or well being of the general resident population.
  - j. Closure or change of use or target population of this facility.

**10. Care of Personal Property:** In the event of death or deterioration of health requiring transfer from the facility, Management will make every reasonable effort to safeguard a Resident's property until disposition instructions are received from Resident or Executor. Upon proper authorization, the property can be transferred or stored at resident's expense.

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Management expressly reserves all of its rights and remedies upon the occurrence of any resident default including those occasioned by death or incapacity.

- 11. Conditions of the Premises:** Resident has examined and accepted the premises, fixtures, and furniture as is. Resident shall use reasonable diligence in the care of the premises. Resident may not make any alterations of property without written consent of Management. No change of locks or addition of locks may be made without the consent of Management. Resident will not remove any properties, fixtures, or furniture from the premises for any purpose. When moving out, Resident agrees to surrender premises in the same condition as received, reasonable wear expected.
- 12. Right of Entry:** Management retains the right to enter the home at reasonable times with no interference from the resident.
- 13. Sale or Transfer:** In the event of a sale or transfer of Facility, or upon any appointment of a new Managing agent, management shall not be liable respecting the performance of the conditions of the Residency Agreement. All of the obligations under the Residency Agreement shall terminate immediately upon the date of title transfer or appointment of a new Managing Agent.
- 14. Termination of the Residency Agreement:** This agreement may be terminated under the following conditions:
- a. The resident may terminate the Residency Agreement thirty (30) days after delivery of written notice of termination to management as long as six (6) months residency requirement is fulfilled.
  - b. Management may terminate the Residency Agreement without thirty days notice if the resident is determined by management not to be sufficiently independent to maintain his or her own home.
  - c. Upon the death of the Resident that has occupied the home, the lease will terminate at the end of the month in which the death occurred or survivorship of the second occupant will be eligible to continue for the full term of the lease.
  - d. If the facility or any portion of the facility is rendered untenable or unusable by fire, flooding, explosion, or natural disaster or by any other cause except for Managements intentional act, Management, at its option, may terminate the Residency Agreement or repair the damaged area within a reasonable period of time.
  - e. Upon any event of termination, Resident shall peaceably vacate the premises.
- 15. Default by Resident:** Should resident default in the prompt payment of the monthly fee by more than 15 days, or violate any of the terms of this contract, Management will be due compensation, for all damages suffered by Management by reason of such default.
- 16. Holdover:** If resident holds over and fails to vacate on or before the required move-out date, Resident shall be liable to pay rents for the holdover period and to indemnify Management and prospective residents for all damages.
- 17. Community Policies:** Resident, his family, and guests will comply with all written community policies furnished to the resident. Management may make reasonable rule changes in writing and distribute to all residents with 30 days advance notice. Resident agrees that the conduct of himself, his family and guests shall never be disorderly, boisterous or unlawful and shall not disturb the rights, comforts, or conveniences of other persons in the immediate vicinity. Residents agree to observe a dress code, which requires that all residents be neat, clean, well groomed, and dressed in appropriate street clothes when in any common space outside of the apartment.

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18. **Abandoned Property:** All property found in or about the premises, after default or vacation of premises by resident, shall be considered abandoned and Management may dispose of same, as it shall see fit without compensation to the resident. Management is granted an express contractual lien in addition to any lien provided by law, and a security interest in all property of resident found on the premises, to secure the compliance by resident of all terms of this contract. In the event of default, Management or its agents may peaceably enter the property and remove all property, except those items exempt by State Law, and dispose of same, as Management shall see fit.

19. **Reimbursement by Resident:** Resident agrees to reimburse Management promptly for any loss, property damage, or cost of repairs or service (including plumbing trouble and yard maintenance) caused by negligence or improper use of care by resident, his agent, family, or guests. Management's obligation for plumbing, doors, windows, and screens are limited and waived to the following extent:

- a. Any damage to doors, windows, and screens shall be paid for by the resident unless due to the negligence of Management, and
- b. During occupancy, resident shall be responsible for damages from windows or doors left open.

Such reimbursement is due when Management makes demand. Management's failure or delay in demanding damage reimbursement, late payment charges, returned check charges or other sums due by resident shall not be deemed a waiver and Management may demand at any time, including move-out.

20. **General Information:** No oral or other written agreements have been entered into and this Residency Agreement shall not be modified unless by written addendum. This is the entire agreement. In any lawsuit by Management, Resident, or their successors, to enforce the provisions of this contract, the prevailing party shall be entitled to recover reasonable attorney fees from the non-prevailing party, including all out of pocket costs of litigation, travel, depositions, witnesses, etc. This agreement shall be binding on the benefit of Management, Resident and their successors-in-interest. In the event that any of the provisions, or portions thereof, of this Residency Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions thereof, shall not be affected thereby. The Residency Agreement shall be governed by and constructed in accordance with the laws of the State of Louisiana.

I will report any change in health status, which would affect other residents or staff. Should a medical crisis occur, I give permission for Management, at their discretion, to summon assistance at my expense.

I agree to an immediate transfer to a higher level of care, should I require services beyond those provided at Lake Sherwood Village.

Other Conditions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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By signing this agreement, I understand the terms previously stated in this contract. I will adhere to the terms of this agreement.

In witness thereof, the parties have hereunto executed the Residency Agreement, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ in multiple counterparts, each of which has the same force and effect as an original.

By: \_\_\_\_\_ If signed by POA, copy of document is attached \_\_\_\_\_  
**Occupant**

By: \_\_\_\_\_  
**LAKE SHERWOOD VILLAGE REPRESENTATIVE**

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