
RESIDENCE AND CARE AGREEMENT

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RESIDENCE AND CARE AGREEMENT

This Residence and Care Agreement (“Agreement”) is made by and between Eden Villa (“we,” “us” or “our”) and _____ (“you” or “Resident”) and _____ (Resident’s “Responsible Person”, if any).

Eden Villa, located at 4115 Mohr Ave., Pleasanton, CA. 94566, is a licensed residential care facility for the elderly licensed by the State Department of Social Services, which provides residence, care and services to persons 60 years of age and older. **EDEN VILLA IS A NON-MEDICAL COMMUNITY WHICH NORMALLY IS NOT ALLOWED TO PROVIDE MEDICAL OR NURSING CARE.** We manage and operate Eden Villa on a non-discriminatory basis and afford equal treatment and access to services to eligible persons regardless of sex, race, color, religion, national origin, marital status, registered domestic partner status, ancestry, actual or perceived sexual orientation, or actual or perceived gender identity.

You have applied for accommodations at Eden Villa and your application has been accepted. The purpose of this Agreement is to provide a statement of the services that we will furnish to you at Eden Villa, and the other legal obligations that we will assume. This Agreement also sets forth your legal obligations to us, both financial and non-financial.

Please note that as a residential care facility for the elderly, Eden Villa is not permitted to use restraints on its residents, and the use of restraints is also inconsistent with our philosophy. We encourage our residents to participate in physical activities to the extent of their capabilities. Thus, falls and other personal injuries may occur from time to time. If you are not comfortable with this type of environment, we suggest that you consider a higher level of care.

I. RESIDENTIAL SERVICES

You will be provided with the following residential services at Eden Villa, subject to the terms of this Agreement. These services are included in your Monthly Fee unless otherwise indicated.

A. Living Accommodations.

1. Residence. You have chosen to live in Room No. _____ ("the Room") at Eden Villa. You may live in the Room on a month-to-month basis, subject to the terms of this Agreement and to the general policies of Eden Villa, contained in the General Rules & Policies, as it now exists and as it may later be amended, and to the other written rules and policies of Eden Villa.

2. Utilities. Your Room will be furnished with basic cable television hook-up, water, electricity, garbage removal, and heat. You will be responsible for telephone and expanded cable television which will be billed directly to you by the responsible company or companies.

3. Furnishings. Your Room comes equipped with basic furnishings. You may furnish the Room with your own furniture as long as it does not impose a potential fire hazard or, if you are sharing a room, impose upon the space and quiet enjoyment of your roommate. You or your estate will be responsible for removing all of your furnishings when the Room is vacated.

4. Maintenance. We will perform all necessary maintenance and repairs of the Room at our expense. However, you will be responsible for reimbursing us for any repairs not caused by normal wear and tear.

5. Alterations. Any physical change to the Room requires the prior written approval of the Executive Director of Eden Villa (the "Executive Director"), and shall be made at your own expense. If you obtain such approval, you will be responsible for restoring the original décor when the Room is vacated, unless we specifically exempt you from this requirement in writing.

6. Common Facilities. You will be entitled to share with all other residents of Eden Villa the use of the common areas, including the main dining room, lounge areas, library, beauty/barber shop, and multi-purpose room and recreation rooms. We may change or reconfigure common spaces in the future at our discretion.

B. Laundry.

Basic laundry service only for regular-cycle machine washable and regular-cycle machine dried garments is provided. You shall be responsible for any laundry that requires

special washing instructions and your personal dry cleaning. From time to time, clothing items may become damaged from frequent washing or lost due to improper labeling. We are not responsible for replacement of worn or lost garments due to these conditions.

C. Housekeeping.

We will provide housekeeping services in your Room. You agree to keep your Room in a clean and sanitary condition. If you fail to do so, you understand that we may provide additional housekeeping services to your Room, and you shall agree to pay for such services, as we deem necessary. We will provide additional housekeeping services beyond the standard services for an additional fee, as described **Appendix A**.

D. Personal Supplies.

We assume that residents wish to provide their own supplies for personal care and hygiene. However, if you are unable to provide such supplies or choose not to provide them, we shall provide you with standard personal items. Specialty items or brands shall be provided for an additional fee, as described in **Appendix A**.

E. Meals.

1. Dining Room. We will serve three (3) nutritionally balanced meals and snacks daily to residents at Eden Villa. These meals and snacks are included in your Monthly Fee. We will also accommodate some special diets, if prescribed by your physician as a medical necessity.

2. Tray Service. We will provide tray service to your Room during a *temporary* illness (no longer than 3 days), at no extra charge. During other times, we will provide optional tray service to you at your request for an additional charge, as set forth in **Appendix A**.

3. Guests. You may invite guests to any meal, but we request at least two (2) hours' advance notice so that proper accommodations can be made. There will be a fee for guest meals as provided in **Appendix A**.

F. Planned Activities.

We shall make available to you a program of social, intellectual and recreational activities, both at and away from Eden Villa. You are welcome to participate in such activities as

desired. There may be an extra charge for some of the activities we offer, including, but not limited to charges for special supplies, activities provided by an outside vendor, or activities away from Eden Villa.

G. Transportation.

Transportation shall be provided for scheduled physician appointments (medical and dental), and personal recreational activities with a minimum of two (2) weeks advanced notice. Transportation shall only be provided during regular business hours Monday to Friday from 9:00 a.m. to 4:00 p.m. Holidays and weekends shall be charged as an additional fee based upon availability as set forth in **Appendix A**. Transportation service is provided on a first come, first serve basis for appointment times. Transportation is only provided for local appointments and activities within the city of Pleasanton. Transportation service outside of Pleasanton borders shall be an additional fee as set forth in **Appendix A**.

H. Emergency Response and Fire Protection.

Your Room will be equipped with an emergency call system, smoke detector and sprinkler system. The call system is monitored 24 hours per day to alert staff to emergencies and illnesses. In accordance with California law, there is on the premises and on duty at all times at least one staff member who is trained in CPR (cardiopulmonary resuscitation) and first aid. Our staff are trained to call 911 if an injury or other circumstance results in an imminent threat to a resident's health including, but not limited to, an apparent life-threatening medical crisis. Staff are not required to perform CPR, but in accordance with California law, we cannot prevent a staff member who is trained in CPR from administering it. Please notify us if you have an advance health care directive or POLST (physician orders for life-sustaining treatment) that contains information on your desires regarding life-sustaining treatment or intervention.

I. Observation and Consultation

The staff at Eden Villa will observe your health status to identify your dietary, social and health care needs and will provide you with consultations regarding social and health-related issues.

II. PERSONAL ASSISTANCE AND CARE

In accordance with your plan of care and applicable California law, we will provide you assistance, as needed, with activities of daily living, such as bathing, dressing, ambulating, and assistance with medications. We will also assist you, as needed, with scheduling of medical and dental appointments and with accessing community resources and transferring to outside facilities, as needed and prescribed by your primary care physician.

We provide different personal care services and accommodations to residents of Eden Villa depending on their specific needs. We may change the scope and pricing of our rates at our discretion upon sixty (60) days' written notice to you.

When you applied for admission to Eden Villa, the professional staff performed an appraisal of your needs and determined with you the appropriate level of service and accommodations for you, as set forth in Section VI.A. We will reappraise you as needed in light of your changing needs to determine the appropriate level of service that you require. A description of our method for evaluating residents' service needs and the current fee schedule at Eden Villa are set forth in **Appendix B**. These fees are subject to change as provided in Section VI.C below. As described in Section VI.E below, if you begin receiving a different level of care, the rate for the new level of care shall be charged immediately.

III. OPTIONAL SERVICES

Unless expressly included in this Agreement, Eden Villa does not offer any other optional services such as, but not limited to, physician services, dental services, podiatry care, nursing care, rehabilitation services, private duty, or beautician/barber services. **Any such services, or any services not included in this Agreement, must be arranged with and provided by a third party, and any amounts associated with and due for them will be the sole responsibility of the resident and responsible party, and must be paid directly to the provider of the service(s).** The current fees for optional services at Eden Villa are set forth in **Appendix A**, and are subject to change as provided in Section VI.D below.

IV. EXCLUDED HEALTH-RELATED SERVICES

We shall not be responsible for furnishing or paying for any health care items or services

not expressly included in this Agreement, including but not limited to home health, hospice, physicians' services, nursing services, surgery, hospital care, private duty care or other care or equipment beyond our routine levels of staffing and equipment, treatment or examination of eyes or teeth, medications, medical supplies, vitamins, eyeglasses, contact lenses, hearing aids, orthopedic appliances, prosthetic devices, laboratory tests, x-ray services, toiletries and personal supplies not required to be provided under Section I.D above.

V. TERM OF AGREEMENT

This Agreement shall be in effect from month-to-month, unless and until it is terminated as set forth in Section VIII below.

VI. FEES

A. Monthly Fee.

Your initial Monthly Fee is \$ _____

If you begin occupying your Room on a day after the first day of the calendar month, your Monthly Fee for the first month will be prorated accordingly. The Monthly Fee is payable in advance by the first (1st) day of each calendar month, and is considered delinquent if not received by the fifth (5th) day of the month. Your right to occupy and use the Room and to receive services at Eden Villa is contingent upon timely payment of the Monthly Fee and all other applicable charges and fees under this Agreement.

B. Fees for Levels of Service and Accommodations and Optional Services.

The charges for all Levels of Service and Accommodation and for all optional services at Eden Villa shall be as set forth in **Appendix A** and **Appendix B**.

C. Adjustments to Fees or Services.

1. Fees. We shall give sixty (60) days' prior written notice to you of any change in the Monthly Fee or in the charges for optional services. However, as described in Section VI.E, if you begin receiving a different level of service and accommodations, the rate for the new level of service and accommodations shall be charged immediately. We shall give you written notice of a level of service and accommodation rate increase within two (2) business days after

providing services at the new level of care. In the event of a rate increase, we will include with the notice of the increase the reasons for the increase.

2. Services. We may modify the services provided under this Agreement upon sixty (60) days' prior written notice, provided that the services do not fall below the standards established by the Department of Social Services.

D. Payment and Failure to Make Payments.

You will be required to make all payments due to us in a timely manner and otherwise fulfill your financial obligations to us. We do not accept SSI/SSP eligible residents for admission to Eden Villa. Payment shall be made to us by check or money order and either mailed to Eden Villa or delivered to the office at Eden Villa. If you fail to make payments on time, we will impose a late payment fee of three percent (3%) of your then-current Monthly Fee for each delinquent payment. You will receive a monthly statement that itemizes any fees or charges that you have incurred. Should Eden Villa receive a returned check from the bank, there will be a \$50.00 charge to cover bank fees and special handling.

E. Change of Level of Care.

The staff of Eden Villa will perform a periodic reassessment of your needs. If we determine that you need a different level of service and accommodation than that which you are currently receiving, we will provide you and your Responsible Person, if applicable, with written notice of the change. You agree to change to a level of service and accommodation appropriate to your needs. The rate for the new level of service and accommodation shall apply immediately.

VII. TRANSFERS FROM ROOM

A. Transfer for More Appropriate Care.

Eden Villa is licensed as a residential care facility for the elderly and is not designed to provide higher levels of care, such as nursing, or care for serious mental or emotional disorders. You may remain in the Room at Eden Villa as long as doing so is permitted by applicable licensure laws and fire safety standards, and, in the judgment of the staff of Eden Villa, your care needs and levels of functioning are consistent with those of other residents and

with the level of staffing and facilities offered at Eden Villa, and your presence does not create a danger to yourself or others. If we determine that it is inappropriate for you to remain in your Room, you will be asked to move from Eden Villa, and this Agreement will terminate in accordance with Section VIII. If you do not move out under these circumstances, and we determine that it is necessary to provide you with one-on-one care in order to protect your health or safety or the health or safety of others, we will provide such care and you will be charged for it in accordance with **Appendix A.**

B. Substitution of Room.

We may need to substitute your Room with another to comply with any law or lawful order of any authorized public official, or for any other reasonable purpose, as determined by us. We will make reasonable accommodations with respect to your preferences concerning room and roommate choices. We will provide you with thirty (30) days' written notice before substituting your Room, unless you agree to the request for a change, it is required to fill a vacant bed, or it is necessary due to an emergency. You agree to such room substitution and agree to pay the Monthly Fee applicable to the new room.

C. Voluntary Room Change.

Your request for a change of room may be granted at our discretion. You will pay the then-applicable Monthly Fee for the new room beginning on your first day of occupancy. If you move on a day other than the first day of the month, any difference in rates between your current Room and the new room will be credited or debited to your account, as the case may be, on a pro rata basis.

VIII. TERMINATION

A. Termination by Resident.

You may terminate this Agreement at any time, with or without cause, by giving the Executive Director thirty (30) days' prior written notice of termination. You will continue to be responsible for your full Monthly Fee until the thirty (30) day period has expired. If the Department of Social Services issues a relocation order, you will not be responsible for meeting this advance notice requirement.

B. Termination by Us

1. Upon Thirty (30) Days' Notice. We may terminate this Agreement upon thirty (30) days' written and verbal notice to you and your personal representative if any of the following events occur:

- a. Nonpayment of the Monthly Fee within ten (10) days of the due date;
- b. Your failure to comply with State or local law after receiving written notice of the alleged violation;
- c. Your failure to comply with the general policies of Eden Villa. [These policies are as described below and in the General Rules & Policies/Appendix E]; or
- d. If after admission, we determine that you have a need not previously identified and a reappraisal has been conducted pursuant to Section 87463 of Title 22 of the California Code of Regulations, and we and the person who performs the reappraisal believe that Eden Villa is not appropriate for you.

2. Upon Three (3) Days' Notice. In addition, we may, upon obtaining prior written approval from the Department of Social Services, evict you upon three (3) days' written notice to quit. The Department of Social Services may grant approval for the eviction upon a finding of good cause. Good cause exists if you are engaging in behavior which is a threat to the mental and/or physical health or safety of yourself or to the mental and/or physical health or safety of others at Eden Villa.

3. Notice. If we terminate this Agreement under Section VIII.B., you and your personal representative (if any) shall receive a notice describing the reasons for such termination, and we will send the California Department of Social Services a written report of the termination within five (5) days after the termination. If you so request, we will provide you with assistance in finding an alternative living arrangement.

4. Appeal. If you wish to appeal a termination, you may do so by requesting a review in writing to the Licensee within ten (10) days following a thirty (30) day termination notice or within one (1) day following a three (3) day termination notice. The Licensee, will schedule a meeting with the Executive Director, you and your representative(s) during which you can present reasons why the termination should not occur. The Licensee will then make a final determination which will be provided to you in writing.

5. Pre-Eviction Requirements. In order to evict a resident who remains in his or her Room after the effective date of the termination, we must file an unlawful detainer action in superior court and receive a written judgment signed by the judge. If we pursue an unlawful detainer action, you must be served with a summons and complaint. You have a right to contest the eviction in writing and through a hearing. In addition, you may request that the Department of Social Services investigate the reasons given for an eviction notice.

6. Retention Limitations. Although our hope is that you can reside at the Community for as long as you desire, in accordance with the laws governing residential care facilities for the elderly and our policies, we may need to transfer or discharge you if you do not meet certain retention requirements. Please note that the following conditions, among others, may lead to a reappraisal and a termination of this Agreement in accordance with Section VIII.B.1.d above. This Agreement may terminate and we may transfer or discharge you if:

- a. You do not meet the retention requirements established by State law and the Department of Social Services regulations;
- b. You present an immediate physical threat or danger to yourself or others;
- c. You have active communicable tuberculosis or another similar communicable disease;
- d. You require 24-hour, skilled nursing or intermediate care;
- e. You are not elderly and have needs in conflict with other residents or the programs of services offered, or require more care and supervision than other residents;
- f. You have a primary need for care and supervision that results from dementia or a mental disorder resulting in ongoing behavior which would upset the general resident group, or which would require us to provide to you a greater amount of care and supervision than other residents at Eden Villa or if you cannot generally benefit from the program of services available at Eden Villa.
- g. You are "bedridden" (other than for a temporary illness or for recovery from surgery) as defined by State law and licensing regulations;
- h. You refuse to accept services required in order for us to meet your needs;
- i. You have health care or other needs that cannot be met at Eden Villa for reasons such as licensure, design or staffing;
- j. Your personal physician has determined that you require services not available at Eden Villa;

- k. Your condition changes so that you are considered a wandering risk or you are unable to respond to verbal instructions in an emergency;
- l. You have stage 3 or stage 4 pressure sores;
- m. You require gastrostomy care;
- n. You have a staph infection or other serious infection;
- o. You depend on others to perform all activities of daily living, as set forth in the residential care facility for the elderly regulations; or
- p. You have a tracheostomy.

C. Death.

This Agreement shall terminate automatically upon your death. Notwithstanding Section VIII.D (Refund Policy) below, this Section governs the payment of fees and issuance of refunds upon your death. Your estate (or the person or entity responsible for payment of fees under this Agreement) will continue to be responsible for all outstanding fees due at the time of your death and for fees accruing until your personal property is removed from your room. Upon your death, your personal property may be removed at any time by appointment or between the hours of 9AM and 4PM daily by your Responsible Person, by other person(s) whom you have designated in writing in this Agreement, or by a court-appointed executor or administrator of your estate, if applicable. Within fifteen (15) days after your personal property is removed from your room, your estate, or other person or entity responsible for payment of fees under this Agreement, will receive a refund of any fees paid in advance covering the period after your personal property has been removed. If we assess fees after your death pending the removal of your personal property from your room, then within three (3) days of becoming aware of your death, we will provide written notice to your Responsible Person or other individual(s) identified in this Agreement of our Community's policies regarding termination of the Agreement upon death and policies regarding refunds. This Section VIII.C shall survive termination of this Agreement.

(Optional) I _____(Resident(s))

designate the following person(s) to remove my personal property from my Room upon my death: _____

Resident's signature: _____ Date: _____.

D. Refund Policy.

1. Vacating Room. If this Agreement is terminated, you or your estate must vacate the Room and remove all of your property from it. You or your estate shall remain liable for the Monthly Fee until the effective termination date and all property is removed from your Room and it is restored to a clean condition (except for normal wear and tear), whichever occurs later. We may also remove your property from the Room and charge you or your estate a property storage fee if either you or your estate fails to vacate the Room and remove your personal belongings from it by the effective termination date. If you or your estate abandons your personal property following termination of this Agreement, we shall have the right to dispose of such abandoned property in accordance with California law.

2. Refund of Unused Portion of Monthly Fee. Following termination of this Agreement, we will pay you or your estate a refund equal to any amount that we owe to you, minus the following: (i) the amount of any unpaid Monthly Fees or other charges that you owe to us under this Agreement; (ii) the costs of repairing any damage to the Room that is not caused by normal wear and tear; (iii) the costs of repairing any of our property that was damaged by you or your visitors; and (iv) any expense incurred by us to remove and/or store any of your property that was not removed when you vacated the Room. You or your estate will receive any refund that is due within fifteen (15) days following the effective termination date.

3. Survival. This Section VIII.D shall survive the termination of this Agreement.

E. Termination Due to Licensure Forfeiture or Change of Use

We may terminate this Agreement upon forfeiture of our license, whether due to voluntary closure or otherwise, or upon change of use of Eden Villa, in accordance with **Appendix C.**

IX. YOUR PROPERTY RIGHTS AND OBLIGATIONS

A. No Management or Property Interest.

This Agreement shall give you no property right or management interest in Eden Villa, us or any of our assets. In addition, you shall have no right to any of our personal property, including furnishings and fixtures in the Room or in the common areas at Eden Villa.

B. Damage to Our Property.

You agree to maintain your Room in a clean, sanitary and orderly condition. You further agree to reimburse us for any loss of, or damage to, our property, inside or outside the Room, caused by you or your guests or invitees, excluding normal wear and tear.

C. Damage to Your Property.

We shall not be responsible for the loss of any personal property belonging to you due to theft, fire, or any other cause, unless the loss or damage was caused by our negligence or that of our employees. We strongly recommend that you obtain, at your own expense, insurance for the replacement value of your personal property, at adequate coverage and liability limits.

X. OTHER PERSONAL OBLIGATIONS

A. Your Liability to Others.

You accept full responsibility for any injury or damage caused to others, or suffered by you, as a result of your own acts or omissions, and those of your guests or invitees, and you indemnify us and hold us and our directors, agents and employees harmless from any and all liability for such injury or damage. We recommend that you maintain general liability and workers' compensation insurance, if applicable, in an amount and form sufficient to cover such liability.

B. Personal Affairs.

You agree to make reasonable advance arrangements in the event of your death or incompetence. We encourage you to review forms of Durable Powers of Attorney for health care and financial decision-making and encourage you to seek appropriate professional advice regarding your options.

C. Private Duty Aides.

All outside caregivers, companions, private duty aides and other personnel employed or retained by you to render services at Eden Villa shall be subject to our policies and rules. All such personnel must obtain the security clearances required under California law and must be employed by a licensed agency with insurance coverage satisfactory to us in our sole

discretion. For any services provided to you at Eden Villa, you must abide by our policies for such outside providers. These policies are attached as **Appendix D**. These policies provide that you may utilize home health agencies, or other providers of your choice provided that such agencies or providers abide by our rules and regulations and that we may exclude providers that do not comply. Please note that while we will provide observation as described in this Agreement, we do not monitor the services of outside providers.

XI. MISCELLANEOUS

A. Right of Entry.

For your safety and comfort, the staff of Eden Villa must be permitted to enter the Room to perform basic housekeeping services, respond to emergencies, make repairs and improvements, and perform other management functions as we deem necessary or advisable. In addition, because the Room is licensed under the California residential care facility for the elderly laws, any duly authorized agent of the Department of Social Services may, upon stating the purpose of the visit, enter and inspect any licensed portion of Eden Villa, including your Room, without advance notice. We shall also have the right to show the Room to prospective residents at any reasonable time during the thirty (30)-day period prior to the termination date for this Agreement. Whenever feasible, our staff will attempt to give you reasonable notice before entering the Room.

B. Video Surveillance

For security purposes, there are video cameras in some of the common areas of Eden Villa. These cameras are not monitored by staff. By signing this Agreement, you consent to the use of video surveillance in the common areas. In order to protect the dignity and privacy of our residents, we do not permit the use of nanny cams or other video surveillance devices in resident rooms.

C. Accuracy of Application Documents.

As part of your application to Eden Villa, you have filed application forms. You warrant that all information contained in these documents is true and correct, and you understand

that we have relied on this information in accepting you for residency at Eden Villa.

D. Examination of Records.

You acknowledge that the Department of Social Services or any other State licensing agency may inspect your residency and care records as part of an evaluation of Eden Villa.

E. General Rules & Policies. You agree to abide by the general policies of Eden Villa contained below and in the General Rules & Policies, as it now exists or as it may later be amended in our discretion. A copy of the current General Rules & Policies is attached as **Appendix E** and made part of this Agreement. We reserve the right to change the General Rules & Policies at any time. You will be provided with a new General Rules & Policies if we change it in the future. You understand that your failure to abide by our general policies may result in our termination of the Agreement. In accordance with State law, these policies must be reasonable. By signing this Agreement you acknowledge that you have reviewed the General Rules & Policies and the general policies of Eden Villa and agree that they are reasonable. The following additional general policies apply:

1. Residents of Eden Villa must pay all fees and charges that are owing to us in accordance with their Residence and Care Agreements when due.
2. Residents may not breach any representation, covenant, agreement or obligation of the resident under their Residence and Care Agreements, including but not limited to any representation regarding financial status set forth in **Appendix F** which is made part of this Agreement.
3. Residents must not engage in conduct that poses a danger to themselves or others at Eden Villa, must not be disruptive, must not create unsafe conditions, and must not be physically or verbally abusive to other residents or staff.
4. Residents must ensure that their family members, guardians, personal representatives or guests are not disruptive, do not create unsafe conditions, and are not physically or verbally abusive to the detriment of the resident, other residents or staff.
5. Residents must not engage in conduct that violates federal, State or local laws or ordinances.

If you wish to suggest changes to the general policies of Eden Villa, you may do so at any time by notifying the Executive Director.

F. Guest Visits and Communications.

We encourage family visits and communication. Your guests are welcome to visit and participate in appropriate activities at Eden Villa, if you so desire, provided they respect the rights of other residents and staff and abide by our visitor and guest policies, including reasonable limitations on the length of stay and frequency of visits. You will be responsible for assuring that your guests abide by these rules and are not disruptive. All visitors must register at the front desk when entering Eden Villa. We reserve the right to remove or deny entry to Eden Villa to any visitor whom we determine is disruptive or dangerous.

G. Resident and Family Councils

1. Resident Council. The Community has a Resident Council composed of Community residents. Information regarding the time, place, and dates of Resident Council meetings is posted on the Community bulletin board. We will also give you the name of the resident representative to contact regarding involvement in the Resident Council.

2. Family Council. Residents' family members and representatives have the right to form a Family Council composed of residents' family members, friends, representatives, and agents. When requested, we will make our facilities available to relatives, friends, representatives, and agents of residents who wish to form or participate in a Family Council.

Please initial below to acknowledge your receipt of the information in this Section XI.G:

Resident(s): _____ Resident's Responsible Person: _____

H. Smoking Policy.

You may smoke only in designated smoking areas in accordance with our smoking policy, which is set forth in the General Rules & Policies.

I. Pet Policy

See General Rules & Policies, **Appendix E.**

J. Motorized Cart

See **Appendix I**.

K. Assignment

We reserve the right to assign this Agreement to any successor-in-interest selected by us. You may not transfer or assign your right to use the services and accommodations at Eden Villa to any other individual or entity.

L. Licensing Surveys

A copy of licensing surveys for the past year for Eden Villa performed by the California Department of Social Services (the “Department”) will be posted for you to review. In addition, copies of licensing reports are available from us and other documents pertaining to Eden Villa are available from the Department (see **Appendix G** for contact information for the Department).

M. Personal Rights

Consistent with California law, you shall have the rights set forth in the Statement of Residents’ Personal Rights, which is attached to this Agreement as **Appendix G**.

N. Notices

All notices given under this Agreement shall be in writing and shall be addressed to us at our administrative office 4115 Mohr Ave. Pleasanton, CA. 94566, or to you at your Room. Such notices shall be effective when personally delivered or two (2) days after being deposited in the United States mail, properly addressed and first class postage prepaid.

O. Average Monthly Fee and Level of Care Fee Increases

Attached as **Appendix H** is a disclosure of the average Monthly Fee and Level of Care Fee increases at Eden Villa for each of the previous three (3) years.

P. Telephone Services

As required by State law, a Telecommunications Device Form (LIC 9158) is attached to this agreement.

Q. Grievances.

If you have a grievance or complaint regarding Eden Villa you may contact the Executive Director. A copy of Eden Villa's grievance procedure for resolution of resident complaints is available upon request. In addition, you have the right to contact the Department of Social Service at 1515 Clay St., Suite 310, MS 29-21 Oakland, CA. 94612 (510) 286-4201 or the Long-Term Care Ombudsman at (510) 638-6878.

R. Entire Agreement.

This Agreement (together with the documents and appendices referenced herein) constitutes the entire agreement between you and us and may be amended only by a written instrument signed by you and by our authorized representative. If any part of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall remain valid and enforceable, unless the context requires otherwise. In the event of any inconsistency between the terms of this Agreement and the General Rules & Policies, the terms of this Agreement shall control.

S. Waiver.

Our failure in any instance or instances to insist upon your strict performance or observation of or compliance with, any of the terms or provisions of this Agreement, shall not be construed to be a waiver or relinquishment of our right to insist upon your strict compliance with all of the terms and provisions of this Agreement. In addition, our acceptance of any payment from you after your breach of any term of this Agreement or after providing you with a notice of termination based on a reappraisal as described in Section VIII.B.1.d, above, shall not constitute a waiver of our right to insist upon full performance of all terms of this Agreement, nor shall it waive our right to terminate this Agreement for any breach previously committed or to terminate in accordance with Section VIII.B.1.d.

T. Arbitration.

By signing below, you agree that any and all claims and disputes arising from or related to this Agreement or to your residency, care or services at Eden Villa, whether made against us or any other individual or entity, including, without limitation, personal injury or wrongful death claims, shall be resolved by submission to neutral, binding arbitration in

accordance with the Federal Arbitration Act; except that any claim or dispute involving unlawful detainer proceedings (eviction) or any claims that can be brought in small claims court shall not be subject to arbitration unless both parties agree to arbitrate such proceedings. If someone other than the resident signs this arbitration clause, he/she understands and agrees that he/she is agreeing to arbitrate on behalf of the resident and on behalf of him/herself as an individual. **You give up your constitutional right to have any such dispute decided in a court of law before a jury, and instead accept the use of arbitration. You further waive your right to participate in a representative capacity, or to participate as a member of a class, in any litigation or arbitration proceeding with respect to any such dispute.** The arbitration shall be administered by the Judicial Arbitration and Mediation Services (“JAMS”) and shall be conducted in San Francisco, California by a single neutral arbitrator selected by JAMS, unless otherwise mutually agreed. In reaching a decision, the arbitrator shall prepare a written decision that includes findings of fact, the reasons underlying the decision, and conclusions of law. Each party shall bear its own costs and fees in connection with the arbitration, unless otherwise provided by law. **You may withdraw your agreement to arbitrate within thirty (30) days after signing this Agreement by giving written notice of your withdrawal to us.** After termination of this Agreement, this arbitration clause shall remain in effect for the resolution of all claims and disputes that are unresolved as of that date. In the event that any part of this arbitration clause is determined to be unenforceable, the remaining portions of the clause shall remain valid and shall be enforced by the parties. If JAMS is unable to administer the arbitration in accordance with the terms of this clause, the parties shall select another arbitration administrator that is able to do so, and if no such arbitration administrator is available, the parties shall select an arbitrator in accordance with the Federal Arbitration Act. If the Federal Arbitration Act does not permit arbitration in accordance with this clause, then the matter shall be arbitrated in accordance with State law.

By signing below, you warrant that this paragraph has been explained to you, that you understand its significance, that you voluntarily agree to be bound by it, and that you understand that agreeing to arbitration is not a condition of admission to Eden Villa.

Signature: _____

Resident Acknowledgment.

By signing below, you acknowledge all of the following:

1. You have received a signed copy of this Residence and Care Agreement, which specifies the services and accommodations that you will receive at Eden Villa and the charges for such services;
2. You have received a written copy of the General Rules & Policies (**Appendix E**), which contains the rules and regulations for Eden Villa residents and Eden Villa's grievance procedure; and
3. You have received a copy of the Statement of Residents' Personal Rights, which is attached to this Agreement as **Appendix G**.

[Remainder of page intentionally left blank]

This Agreement shall be effective as of _____, _____.

RESIDENT:

Signature

Printed Name

Date

RESPONSIBLE PERSON:

Signature

Printed Name

Address

Phone Number

Date

Eden Villa:

By: _____

Title: _____

Date: _____