

VIANCARE



COURAGE. DESTINY. TRANSFORMATION.

VianCare LLC

License Agreement

_____ I understand that THIS AGREEMENT IS NOT A LEASE. _____

I understand that **VIANCARE** provides and pays for Utilities, furnishings, cleaning services and controls all keys to the premises and individual rooms.

_____ I understand that if I violate any rules of the license agreement, **I may be considered a criminal trespasser and subject to arrest under State Penal Code, “ Trespassing”**.

_____ I have read and understand the house rules provided to me (see addendum VIII)

_____ I understand that **VIANCARE is NOT an assisted living facility or a nursing home and that VIANCARE, LANDLORD & PROPERTY MANAGER DO NOT provide assistance with activities of daily living, medicine management, bathing, brushing, shaving, cutting food, toileting, transportation, supervision outside of the residence, incontinence care, dressing, movement or other daily activities.** Outsourced 3rd parties may stop by and provide these services to the “licensee” if the “licensee” has a relationship with this outsourced 3rd party, however under no circumstances does **VIANCARE** provide this services directly.

_____ I understand that any damages (other than normal wear) will be my financial responsibility

_____ I understand that sober living home operator will have a lien for unpaid fees against all of Licensee's nonexempt personal property that is in the Property and may seize such nonexempt property if Licensee fails to pay. Property Code governs the rights and obligations of the parties regarding **VIANCARE's** lien. **VIANCARE** may collect a charge for packing, removing, or storing property seized in addition to any other amounts **VIANCARE** is entitled to receive. **VIANCARE** may sell or dispose of any seized property in accordance with the provisions of the Property Code.

_____ Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this license agreement is **entitled to recover a maximum of \$500 attorney's fees from the non-prevailing party.**

I. FEES

_____ The licensee, licensee's representative and/or licensee's legal representative agree that the Resident (or other specified party) will pay the basic rate as of the date of this agreement, which is \$_____ per month or \$_____ Per day, and a non-refundable move-in fee equal of \$500.

_____ Payment is due the 1 st - 4 th of each month depending on the date that the licensee receives their income.

II. PEST CONTROL AND INFESTATION

Bed bug addendum AND other infestation:

A. This addendum addresses situations related to bed bugs and other infestations (roaches, gnats etc.) which may be discovered infesting the dwelling or personal property in the dwelling. You (licensee) understand that we relied on your representations to us in this addendum.

B. INSPECTION. You agree that you:

Have inspected the dwelling prior to move-in and that you did not observe any evidence of bed bugs, roaches or other infestation.

C. INFESTATIONS. Prior to move-in, Licensee is certifying that they have examined the property for bed bugs, rodents and other bug infestations and did not observe any evidence of bed bugs or bed bug infestation or any other infestations including roaches, gnats etc. Therefore, in signing this addendum, Licensee certifies that if bed bugs or other bug infestations are later found in this unit, they will be deemed to have been introduced by the Licensee or one of the Licensee's guests and that the **LICENSEE WILL BE RESPONSIBLE FOR THE PEST TREATMENT**, including all reasonable costs of cleaning and pest control treatments. If we must move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you will be liable for payment of any lost income and other expenses incurred by us to relocate the residents. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the license agreement contract. You will be held directly liable and will deal directly with city officials including but not limited to section 8 inspectors, code compliance inspectors, police and probation officers and any other party that deems the unit unclean and infested and will hold **VIANCARE**/property manager harmless for bed bug, roach or other pest infestations.

D. COOPERATION. If we confirm the presence or infestation of bed bugs or other bugs or rodents, you must cooperate and coordinate with us and our pest control agents AT YOUR

EXPENSE. You must follow all directions from us or our agents to clean and treat the dwelling that is infested. You must remove or destroy personal property that cannot be treated or cleaned as close as possible to the time the dwelling is treated. We have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing and personal belongings in order for us to perform pest control AT YOUR EXPENSE. If you fail to cooperate with us, you will be in default and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the license agreement. **YOU ALSO AGREE TO ALLOW US TO EXTERMINATE THESE PESTS IMMEDIATELY UPON DETERMINATION THAT INFESTATION HAS OCURRED AND THAT YOU WILL REIMBURSE US FOR THIS EXTERMINATION.**

----- (Initial on line to left to certify the above paragraphs regarding pest control and infestation)

III. RESPONSIBILITIES OF LICENSEE, LICENSEE'S REPRESENTATIVE AND/OR LEGAL REPRESENTATIVE

A. You, your representative and/or legal representative, to the extent specified in this agreement, are responsible for the following:

1. Payment of the monthly fees
2. Supply of personal clothing, activities of daily living, medicine, medicine management and other normal day-to-day items and tasks including but not limited to doctor visit transportation, case management and social worker appointment meetings and scheduling's.

IV. PROPERTY MAINTENANCE

A. Licensee's General Responsibilities: Licensee, at Licensee's expense, must:

- (1) Keep the Property clean and sanitary;
- (2) Promptly dispose of all garbage in appropriate receptacles;
- (3) Take action to promptly eliminate any dangerous condition on the Property and/or room;
- (4) Certify that they will perform all activities of daily living without the help or assistance of any **VIANCARE** representative such as showering, taking medications, shaving, cutting and preparing food, toileting, transportation, dressing and any other activity performed on a daily basis.
- (5) Certify that they have inspected their room and that the room is clean and well-maintained.

----- (Initial on line to left to certify the above paragraphs regarding pest control and infestation)

V. INDEMNIFICATION

_____ I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire.

_____ Each party hereby agrees to indemnify the other and the other's employees, officers, directors, agents, family members and other related parties against all damages for bodily injury, including death, or damage to real or tangible personal property to the extent proximately caused in the course of performing this Agreement

_____ It is my intention and I understand that I am binding myself, my heirs, agents, relatives, executors, administrators, assigns and successors in interest, and understanding this, so hereby expressly release and discharge **VIANCARE**, its agents, owners, landlords, directors, executives, successors, administrators, assigns, affiliates and agents from any claims against **VIANCARE** created or arising out of, or in any way whatsoever related to the service or housing space provided. I hereby waive any claim for damages to persons or property, which may occur as the result of the use of the said premises. This waiver includes any negligent acts or omissions caused directly or in-directly by **VIANCARE** Cooperative Living or the owners of said Property, including its officers, directors, or employees and understand that my claims, which may in the future arise out of personal injuries, accident, death, hurricanes, tornadoes, rain, fire or other acts of God to the residence, myself or damage to my property of any kind, are hereby waived.

_____ I, and any and all family, relatives, attorneys, assignees and any others acting on my behalf hereby further agree to indemnify and hold harmless **VIANCARE** Cooperative Living, its owners, representatives, agents or Owners of said Property, including its officers, directors, or employees, from any claims or damages, which may occur to the undersigned licensee or to any child, invitee, or guest of the undersigned.

_____ It is understood and agreed that this agreement includes, but is not limited to, injuries occurring due to: slipping and falling on any surfaces wet or dry, transportation to and from the premises or any other location, fires, sprained or broken limbs, cuts, abrasions, eye injuries, bacterial infections, death, fights, drowning, riots, stabbings, tornados, hurricanes, floods, hail storms, acts of terrorism and any other acts of God, accidents or injuries on the property or off the property.

_____ Licensee assumes all risk of harm resulting from the use of any pools, trampolines, or recreational facilities on **VIANCARE** property and waives all claims against the **VIANCARE** arising from or relating to the use of said facilities or the participation in such activities and programs by Licensee and his or her guests, even if caused by the **VIANCARE**'s negligence or

gross negligence. The use of said facilities shall be at the sole risk of Licensee and his or her guests.”

_____ Each party agrees to indemnify and hold harmless the other party and its employees, members, land-lord, successors, attorneys, family members, agents and assigns, from any claims, liabilities, losses, damages, and expenses asserted against the other party and arising out of the indemnifying party’s negligence, willful misconduct, and negligent performance of, or failure to perform, any of its duties or obligations under this Agreement. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to another person or entity.

_____ Licensee will indemnify and hold harmless **VIANCARE**, its agents, owners, directors and officers against all liability, including liability arising from death or injury to person or property during the term of this agreement, and any renewal or extension thereof, caused by any act or omission of the Licensee, or the family, guests, agents or employees of the Licensee. b) Licensee will indemnify and save Landlord harmless from all liability, damage or expense incurred by Landlord as a result of death or injury to persons or damage to property (including the Premises) where this License Agreement required the Licensee to procure insurance for said liability, damage or expense and Licensee failed to do so.

_____ **VIANCARE**, its agents, owners, directors and officers shall not be liable for any damage or loss to person or property caused by other licensees or other persons, or caused by theft, vandalism, fire, water, smoke, explosions or other causes unless the same arises solely from the omission, fault, negligence or other misconduct of **VIANCARE**. Failure or delay in enforcing Licensee covenants of other Licensees shall not be deemed to be negligence, omission, fault or other misconduct.

_____ Licensee acknowledges that security cameras are used at our facilities to ensure the security of the premises from theft, unauthorized access, or damage to the property. All security cameras record both video and audio, and are strategically positioned so as to not interfere with the peaceful possession of our residents or their privacy. Licensee accepts the monitoring of interior living spaces and exterior spaces by security camera, and agrees not to tamper with the security cameras

VI. RULES

_____ I am aware that I maybe fined and or discharged from the property for violation of house rules/destruction of property

_____ I am required to notify House Leader of **VIANCARE** a minimum of thirty days prior to vacating the premises

_____ My payment (in full) is due by no later than the fifth of each month via a third party representative payee or autopay

_____ I understand that upon leaving a **VIANCARE** location by my will or as a result from rule infractions I will not be eligible for a refund.

_____ I understand that this agreement is not a lease. There are no refunds under any circumstances. Any damages caused by licensee will be the financial responsibility of the licensee. Management of **VIANCARE** may terminate this license agreement at any time. Violation of house rules may result in fines or my dismissal from the property. Threats or acts of physical violence against other licensees or management will result in immediate termination of this license and may result in filing of criminal charges.

_____ I understand that "vacating" the premises is defined as ALL of my belongings and myself leaving the property

_____ I understand that some of the food used is sourced from the community. Licensees are expected to participate in these resources

_____ **VIANCARE** reserves the right to relocate licensees to our other cooperatives at our discretion. Any costs associated with change of address or inconveniences caused by relocation are the sole responsibility of the licensee

_____ Management / Staff of **VIANCARE** may ask me to provide a urine sample when:

- Erratic or other behavior typical of a person under the influence of alcohol or illegal drugs is observed
- Drug / Alcohol paraphernalia is found on my or in my possession
- Randomly

_____ Under no circumstances are drugs, alcohol or other "non-prescribed" medication allowed in the property. I understand that if I have been found to be using or in possession of any of the above items, I will immediately be in violation of this agreement and will be asked to vacate the unit immediately

VII. AGREEMENT AUTHORIZATION

We, the undersigned, have read this License Agreement and agree to abide by the terms and conditions.

Dated _____ (Signature of Licensee)

Dated _____ (Signature of Licensee's Representative)

Dated _____ (Signature of Licensee's Legal Representative) Dated _____ (Signature of **VIANCARE** Representative)

PERSONAL GUARANTEE OF PAYMENT

_____ Personally guarantees payment of charges for the daily/monthly fees

Dated _____ (Signature of Guarantor)

VIII – House Rules Addendum (This is Posted Inside Each Home)

House Rules

Break these rules and your stay will be terminated

You have 3 warnings ONLY

(RED TYPE = IMMEDIATE REMOVAL FROM HOME)

1) SAFETY:

- (a) No loitering or hanging out in the front yard for any reason. The back patio is used for this.
- (b) Keep entry and exit doors closed and locked at all times
- (c) No weapons, drugs, or paraphernalia of any kind
- (d) Do not leave items on the floor that may cause a slipping or trip hazard
- (e) If you spill anything on the floor immediately wipe it up and place a wet floor sign
- (f) In case of an emergency, we need all residents to sign in and out of the home when leaving the property.

(2) GENERAL:

- (a) Do not steal or use another person's items without permission.
- (b) Do not open or enter any cabinets or closets with locks
- (c) Turn lights off when not in use
- (d) You may NOT enter another resident's room at any time
- (e) Keep room door closed at all times
- (f) Clothes must be worn outside of your room.
- (g) Never leave personal items unattended in common areas of the home
- (h) Kitchen closes at 8pm
- (i) Residents can enter the home during these hours ONLY:
 - 6AM-11PM Sunday – Thursday, 12am TV off
 - 6AM – 12AM Friday and Saturday, 12am TV off
 - 24 hour prior written notice must be given for any & all exception
- (j) If you are diabetic or need to give yourself shots using a syringe, you will need to have a medical grade bin to dispose of used needles properly.

(3) SMOKING, ALCOHOL, AND DRUGS:

- (a) Smoking on backyard patio ONLY

- (b) No Alcohol consumption or storage of alcohol in or around premises
- (c) Do not share medication
- (d) No storage or use of illegal drugs or unprescribed medication allowed
- (e) Everyone is subject to random UA4)

(4) CLEANLINESS:

- (a) Put trash in the trash can, put dirty dishes in the sink, clean up after you use the bathroom
- (b) Your room shall be kept in an orderly and sanitary condition at ALL times
- (c) Food is only to be consumed in the kitchen.
- (d) Food is NOT ALLOWED in bedrooms at any time.
- (e) If you spill anything or make a mess anywhere in the house including your room you will be responsible for cleaning it up.

(5) YOUR ROOM:

- (a) You may NOT enter another resident's room at any time
- (b) Mattress covers must NEVER be removed
- (c) Keep room door closed at all times
- (d) Keep personal items inside of your room (Valuable Items should be secured)
- (e) All rooms are subject to search by Anchor House staff

(6) PERSONAL HYGIENE

- (a) Diapers, bed pads, or any personal hygiene items must be disposed of properly.
- (b) You shall keep up with your personal hygiene by bathing and brushing your teeth frequently.
- (c) You shall have no complaints that you or your personal space has offensive odors.

7) BEHAVIOR:

- (a) No aggressive or violent behavior EVER!
- (b) No profanity or offensive language directed at any residents, neighbors, or Anchor staff or helpers
- (c) No lending or borrowing money, cars or other property from other residents or neighbor
- (d) All residents must attend outpatient treatment e) No romantic advances on Anchor House staff

(8) LAUNDRY:

- (a) Use of Laundry on scheduled day and time ONLY
- (b) Laundry area must be clean
- (c) You may not wash another person's clothes
- (d) You may not put feces soiled items into a washer or dryer in the home

My signature signifies, I have read and understand what I can and cannot do while living in Anchor House. I understand and agree that if I break any rules within this document in red type, my stay will be terminated immediately, and I will be banned from living in other homes that Anchor Housing manages.

Signature: _____ Date: _____