

CITY COUNCIL

For City Clerk's Use:

☐

APPROVED

☐

DENIED

Reso No. _____

File No. _____

Ord No. _____

Agenda Item No.: 14
Date: June 23, 2010

TO: Honorable Mayor and Members of the City Council

FROM: Edward N. Domingue, Director of Engineering Services
Jo Ann Case, Economic Development & Real Property Manager

SUBJECT: Rental Agreement Between the City of Escondido and Aegis Living

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2010-116 approving a month-to-month residential rental agreement for an apartment (Casita) located at 3012 S. Bear Valley Parkway, in the City of Escondido, for temporary housing of Fire Department personnel from Station 4.

FISCAL ANALYSIS:

The Casita will be rented at a cost of \$2,250 per month. The rent rate will be fixed for twelve (12) months but can be subject to change after twelve (12) months should there be further need for the casita past that time.

PREVIOUS ACTION:

None

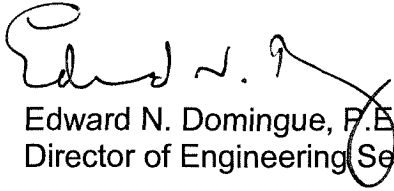
BACKGROUND:

Fire Station 4 has encountered a severe mold infestation that prohibits Fire Department personnel from living in the building. The mold was detected in May of 2010. Fire Station 4's crew was moved to Fire Station 5 on May 20, 2010, due to health concerns relative to the mold. Fire Station 5 is located at 2319 Felicita Road, which is 3.6 miles from Station 4. This action was taken as a short-term remedy, but it impacts the response time for Station 4 to its service area. Therefore, it is necessary to have personnel located in closer proximity to the station they are assigned to, in order to meet General Plan Quality of Life standards. Aegis Living is located less than a mile from Fire Station 4 and would allow personnel to get to the station within one to two minutes, keeping their response time to an acceptable level.

Rental Agreement Between Aegis Living & the City
June 23, 2010
Page 2

Building Maintenance staff feels the repair money would be better spent performing a remodel of the Station. The remodel would incorporate gender friendly dorms and bathrooms and upgrade the Station to modern standards. The completion time for the proposed work is approximately twelve months.

Respectfully submitted,



Edward N. Domingue, P.E.
Director of Engineering Services



Jo Ann Case
Economic Development & Real Property Manager

RESOLUTION NO. 2010-116

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE MAYOR AND CITY
CLERK TO EXECUTE, ON BEHALF OF THE
CITY, A RENTAL AGREEMENT BETWEEN
THE CITY OF ESCONDIDO AND AEGIS
LIVING

(City of Escondido Fire Department)

WHEREAS, Aegis Living (HCP ETE Limited Partnership) owns the real property located at 3012 South Bear Valley Parkway; and

WHEREAS, the City of Escondido desires to rent one apartment (Casita) for the City of Escondido's Fire Department personnel; and

WHEREAS, due to the severe mold infestation of Fire Station 4, renting this apartment has been determined to be the best option for the temporary housing of Fire Station 4 personnel; and

WHEREAS, rental of this apartment will be on a month-to-month basis for approximately twelve (12) months, at a monthly rent rate of \$2,250 for the entire twelve (12) month term, but is subject to change thereafter should there be further need to rent the apartment.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows

1. That the above recitations are true
2. That the Mayor and City Clerk are authorized to execute, on behalf of the City, a Rental Agreement ("Agreement") with Aegis Living for the rental of an apartment at 3012 South Bear Valley Parkway, Escondido, California. This Agreement shall be in the form found as Exhibit "A," attached to this resolution and incorporated by reference.

AEGIS SENIOR LIVING OF ESCONDIDO

INDEPENDENT LIVING

RESIDENCE AGREEMENT

Name of Resident _____

TABLE OF CONTENTS

Resolution No. 2010-116
EXHIBIT A
Page 2 of 23

| | |
|---|--------------------------------|
| I. SERVICES | 1 |
| A. Accommodations and Basic Services | 1 |
| B. Optional Services | 5 |
| C. Excluded Services | 5 |
| II. TERMS AND OBLIGATIONS | 5 |
| A. Term of Agreement | 5 |
| B. Fees | 6 |
| C. Transfers From Apartment | 8 |
| D. Termination | 10 |
| E. Use and Maintenance of Premises | 12 |
| F. Your Property Rights and Obligations | 13 |
| G. Other Personal Obligations | 14 |
| H. Miscellaneous | 15 |
| APPENDIX A | FEES FOR OPTIONAL SERVICES |
| APPENDIX B | APPLICATION DOCUMENTS |
| APPENDIX C | LAW ENFORCEMENT DATABASE |
| APPENDIX D | INCOME CERTIFICATION |

OAKMONT SENIOR LIVING RESIDENCE AGREEMENT

This Residence Agreement ("Agreement") is made between OSL Management LLC ("Provider") and _____ ("You").

If more than one person is signing this Agreement, then these terms refer to each of you individually and to both of you together.

OSL Operations LLC operates a congregate senior community known as Áegis of Escondido ("Áegis of Escondido") located at 3012 Bear Valley Parkway South, Escondido, California, 92025, managed by Áegis Senior Communities, LLC. Áegis of Escondido operates on a non-discriminatory basis and affords equal treatment and access to services to all eligible persons.

You have applied for accommodations at Áegis of Escondido and your application has been accepted. The purpose of this Agreement is to provide a statement of the housing and services that will be furnished to You at Áegis of Escondido, and the other legal obligations that Provider will assume. This Agreement also sets forth your legal obligations to Provider, both financial and non-financial.

I. SERVICES

A. ACCOMMODATIONS AND BASIC SERVICES

You will be provided with the following accommodations and basic services, subject to the terms of this Agreement. These services are included in your Monthly Fee, unless otherwise indicated.

1. Living Accommodations

a. Your Apartment. You have chosen to live in Apartment # C-I Casita ("Apartment"). You will have a personal and non-assignable right to live in your Apartment, subject to this Agreement, the Resident Handbook, and the general policies of Provider.

b. Utilities. Your Apartment will be furnished with water, gas, electricity, and heat. Your Apartment contains telephone and cable television hook-ups, but You will be responsible for the connection fee and the monthly charges, which will be billed directly to You by the responsible companies.

c. Furnishings. Your Apartment is unfurnished except for blinds, draperies and carpeting. You are free to furnish your Apartment with your own furniture and to use your appliances (such as televisions and radios), provided that Provider's size restrictions and safety standards are met. Provider reserves the right to limit the number and type of furnishings and appliances in your Apartment, if they present a safety hazard. You or your estate will be responsible for removing all of your furnishings and appliances when your Apartment is vacated.

d. Maintenance and Repairs. You have examined your Apartment, including its furnishings, if any, appliances and fixtures, and agree that your Apartment is clean and in operating condition. You agree to keep your Apartment and all its appliances, fixtures and accessories in a clean, sanitary and safe condition. We will perform all necessary maintenance and repairs for your Apartment at our own expense. However, You will be responsible for reimbursing Provider for repairs of damage to your Apartment that is not caused by normal wear and tear. You will also be responsible for any repairs to your personal property.

e. Alterations. You must receive prior approval from the Executive Director of Áegis of Escondido before You make any alterations, improvements or other modification to your Apartment; change fixtures, locks or wiring; paint, wallpaper or decorate your Apartment; or perform landscaping in the patio. If approved, any such alternations, improvements or other modification shall be made at your own expense. When You vacate your Apartment, Provider may, in its sole discretion, require You to restore your Apartment to its original condition, excluding ordinary wear and tear, at your own expense.

f. Common Facilities. You will be entitled to share with all other residents of Áegis of Escondido in the use of the common areas.

2. **Laundry N/A**

Provider will provide linens and towels that will be washed by our staff once a week. Coin-free washers and dryers are provided for your other personal laundry.

3. **Housekeeping N/A**

Your Apartment will be cleaned on a weekly basis. This includes vacuuming, dusting, changing bed linens, bathroom and kitchen cleaning and trash pickup as needed.

4. **Personal Supplies**

You shall provide your own supplies for personal care and hygiene. This includes toilet paper, soap, bedding and light bulbs for your own lamps.

5. **Meals**

a. **Dining Room.** A continental breakfast and dinner in our dining room are included in your Daily Fee. Additional meals are available for an extra fee.

b. **Tray Service.** We will provide temporary tray service to you in your Apartment during an illness for a fee.

c. **Guests.** You may invite guests to any meal, but we request advance notice so that proper accommodations can be made. You will be charged an extra fee for guest meals.

d. **Meal Credit.** If you are absent from the community for more than seven (7) consecutive days you will receive a meal credit.

6. **Planned Activities**

Various social and recreational activities are provided for the residents. We also will assist interested resident groups in planning additional activities. You are welcome to participate in such activities as you desire. There may be an additional charge for activities away from Áegis of Escondido.

7. **Transportation**

We will make available to residents for no extra fee scheduled transportation for shopping, to local medical facilities, and for other errands within the immediate area on specified days. The staff may arrange personal transportation for residents for an extra fee. (See Transportation Information)

8. **Medical Emergency Response and Fire**

In case of a medical emergency, You should call 911. Additionally, your Apartment is equipped with two backup emergency call panels, which will be monitored by our personnel. You will be allowed to make one (1) emergency call on the backup call panels per calendar year at no charge. A \$25.00 fee will be charged for any additional emergency calls during the remainder of the year. Staff will endeavor to provide to the paramedics a copy of any advance directive that you provide to Aegis of Escondido. Please be advised, however, that we cannot guarantee that your advance directive will be given to the paramedics, nor can we ensure that the paramedics will abide by your advance directive. An additional call pendant which can be worn at all times is available at an additional charge per month.

9. **Guests**

You are welcome to have guests visit you at Aegis of Escondido. Before any guest stays in your Apartment overnight you must obtain permission from the Executive Director or his or her designee. All guests must abide by any applicable rules contained in the Resident Handbook, including any limitations on the length of stay or frequency of visits. You will be responsible for assuring that your guests abide by these rules and are not disruptive.

10. **Pets**

Pets are welcome at Aegis of Escondido; however, you agree to comply with Aegis of Escondido's Pet Policy and other applicable rules and regulations regarding pets. A non-refundable one time Pet Fee is required before housing a pet in an Apartment (except for service animals).

11. **Parking**

If you own a car, unassigned parking in an uncovered space is available on a first come first serve basis. The parking area will only accommodate standard sized automobiles. Covered assigned parking spaces are available for an additional charge.

B. OPTIONAL SERVICES

Several optional services will be made available to you at an extra charge, to be billed to you on a monthly basis, unless otherwise indicated. Optional services currently offered at Áegis of Escondido include:

1. Guest meals;
2. Tray service;
3. Beauty and barber services, and massage therapy. (outside vendor)
4. Personal transportation; and
5. Any other optional services that Provider elects to offer you in the future.

The current fees for optional services at Áegis of Escondido are set forth in attached **Appendix A** and are subject to change as set forth in Section II B(3)(a) below.

C. EXCLUDED SERVICES

Áegis shall not be responsible for furnishing or paying for any of your assisted living (personal care) or health care needs, including but not limited to acute care, assistance with the tasks of daily living; the services of private duty aides, physicians, and nurses; medications; and items and services that require a license to provide.

II. TERMS AND OBLIGATIONS

A. TERM OF AGREEMENT

The term of this Agreement shall be month-to-month, unless and until it is terminated as set forth in this Agreement.

B. FEES

1. Community Fee

At the time that You sign this Agreement, You will have paid to Áegis a Community Fee of N/A dollars. This fee is a perquisite to your service package which includes dining, housekeeping, recreation, transportation, an emergency call system, and the use of the common areas of the community. This Community Fee is partially refundable, on a pro rated basis, for ninety (90) days following the date You sign this Agreement. If You decide not to move in prior to the completion of an assessment, 100% of the Community Fee will be refunded. If you move-in to Aegis but leave for any reason during the first month (1-30 days), you will receive a refund equal to 80% of the community fee. If you leave during the second month (31-60 days), you will receive a refund of 60% of the community fee. If you leave Aegis during the third month (61-90 days), you will receive a refund of 40% of the community fee. After the 90th day the community fee is non-refundable under all circumstances. The length of stay, for purposes of determining the amount of the refund, begins on the day that the apartment rent starts and ends on the day when the rent on the apartment ceases. You will receive any applicable refund within 60 business days. The community fee for a couple is paid on the apartment. If one member of the couple needs to move to another apartment, there will be a community fee required for the new apartment.

2. Monthly Fee

Your first person monthly fee is (\$2250/mth exclusive), plus, if applicable, your second person Monthly Fee is N/A Dollars (\$). Your Monthly Fee is payable in advance by the first (1st) day of each month. You understand that your right to occupy and use your Apartment and to receive services at Áegis of Escondido is contingent upon your timely payment of your Monthly Fee and all other applicable charges and fees under this Agreement. Provider and Aegis of Escondido warrant that they will not raise the Monthly Fee above \$2250 during the first twelve (12) months of this Agreement.

3. Optional Services

a. The charges for all optional services at Áegis of Escondido are set forth in **Appendix A** attached to this Agreement.

b. Services. Áegis of Escondido may modify the scope and/or frequency of services provided to you under this Agreement upon thirty (30) days' written notice to You.

4. **Failure to Make Payments**

You will be required to make all payments due to Provider in a timely manner and otherwise to take care of your financial obligations to Provider. Provider will charge You a late fee of Twenty Five Dollars (\$25) for a late payment, and interest of 1.5% per month on the unpaid balance. In an unlawful detainer action, You shall pay to Provider, in addition to the amount due, the expenses it incurs to regain possession of your Apartment, including attorney's fees and court costs. If your check is returned for any reason by our bank, You will be charged a Twenty Five Dollar (\$25) returned check fee, and be required to replace the returned check with a cashier's check or money order only. If your check is returned a second time, Provider will require You to pay all future Daily Fees and other charges with a cashier's check or money order.

C. **TRANSFERS FROM APARTMENT**

1. **Your Capacity for Residential Apartment Living**

The independent living portion of Áegis of Escondido in which You reside consists of residential Apartments with convenience services designed for persons who are capable of providing for their own health care and personal care needs. The independent living portion of Áegis of Escondido is not licensed to offer and does not offer assistance with medications, bathing, dressing, mobility needs, supervision, or other personal or health care activities. You represent to Provider that You are capable of providing for your own health care and personal care needs and will provide for all such needs so long as You reside at Áegis of Escondido. If You utilize any private duty caregivers or companions while at Áegis of Escondido, You agree to comply with Áegis of Escondido's applicable policies for such personnel.

2. **Transfer Due to Care Needs**

If at any time You become incapable of providing or fail to provide for your health care or personal care needs, or if You develop a physical or mental condition that creates a danger to yourself or others, You agree to move promptly out of your Apartment and, if you qualify and space is available, into the licensed Residential Care Facility for the Elderly (RCFE) portion of the Áegis of Escondido facility or to an appropriate outside accommodation of your choice. You will be required to sign a new Residence Agreement with appropriate charges in the event You move into the RCFE portion of the Facility. Any determination that You are required to move for the reasons set forth in this paragraph shall be made in the sole judgment of the Executive Director of Áegis of Escondido.

3. **Release from Responsibility for Your Care**

It is your responsibility to provide for your own health care and personal care needs so long as You reside at Áegis of Escondido. You hereby indemnify, hold harmless and release Provider and Aegis Senior Communities LLC and its directors, agents, and employees, from any and all liability, cost, and responsibility for injury and damage, including attorneys' fees, arising from your failure to obtain, or from the failure of others to furnish, appropriate health care or personal care services or supervision, and from all injury and damage which could have been avoided or reduced if such services had been obtained or furnished.

4. **Voluntary Apartment Change**

Your request for a change of Apartment may be granted in the discretion of the Executive Director of Aegis of Escondido. You will pay the applicable Daily Fee for the new Apartment 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 Apartment and the new Apartment will be credited or debited to your account, as the case may be, on a pro rata basis. You will be responsible for all costs associated with the move.

D. TERMINATION

1. Termination by Resident

a. You may terminate this Agreement at any time, with or without cause, by giving the Executive Director or his/her designee thirty (30) day's prior written notice of termination. You need not cite a specific reason for the termination. Your or your personal representative's obligation to give thirty (30) days notice of termination applies in all situations including, but not limited to, hospitalization, your transfer to a higher level of care, or your death.

2. Termination by Provider

a. Upon Thirty (30) or Sixty (60) Days' Written Notice. As provided in Civil Code section 1946.1, Provider may terminate this Agreement at any time, with or without cause, upon sixty (60) days' advance written notice to You, unless You have resided in your Apartment for less than one (1) year, in which case notice shall be at least thirty (30) days prior to the proposed date of termination. Without limiting Our right to terminate without cause, it shall be the policy of Provider to terminate this Agreement if:

(i) You fail to pay your Daily Fee or other charges by the sixth (6th) day of the calendar month.

(ii) You fail to comply with the terms of this Agreement or with the rules and regulations of Áegis of Escondido, as described in the Resident Handbook or otherwise communicated to You.

(iii) You fail to comply with a state or local law after receiving written notice of a violation.

(iv) Your unmet care needs warrant a transfer as described in Section 6.

(v) You acquire a condition or engage in conduct that interferes with the health, safety, peaceful lodging or quiet enjoyment of others at Áegis of Escondido.

(vi) You maintain a nuisance or dangerous condition or conduct or allow illegal activities in your Apartment.

b. Upon Three (3) Days' Written Notice. Provider may terminate this Agreement upon three (3) days' written notice (1) if you fail to pay your Daily Fee and other charges, or (2) on the grounds and to the extent authorized by California law.

2. Couples

If there are two residents under this Agreement, and one dies or permanently vacates your Apartment, this Agreement shall continue in full force and effect with respect to the remaining resident and the Daily Fee applicable to single occupancy of your Apartment shall apply to the remaining resident.

3. Vacating Apartment

Upon termination of this Agreement, You or your estate shall vacate and remove all your property from your Apartment. Subject to Section II (D)(1)(a), You or your estate shall remain liable for the accrual of the Daily Fee until the later of (i) expiration of the thirty (30) days' written notice, or (ii) the date on which your Apartment is vacated, all your property is removed therefrom, it is left in broom-clean condition, and all your Apartment keys are returned to the Executive Director.

E. USE AND MAINTENANCE OF PREMISES

1. Use of Premises

You agree to use and occupy your Apartment solely as your residence and to maintain it in a clean and wholesome manner and in compliance with all applicable governmental requirements, including all public and health and police regulations, to the full extent permitted by law. You agree (i) not to permit another person to reside in your Apartment without the prior approval of Provider, (ii) use or operate any equipment or machinery or engage in any conduct that is harmful to your Apartment, Áegis of Escondido, residents, staff, or Provider, or is disturbing to other residents, (iii) engage in any commercial activity at Áegis of Escondido, (iv) employ any person in or about your Apartment whose employment may create a liability on the part of Provider, or (v) hire any of Áegis of Escondido's employees to perform any services at Áegis of Escondido without the consent of Provider.

2. **Condition of Premises**

You acknowledge that Provider has made no representations regarding the condition or state of repair of your Apartment except as expressly set forth in this Agreement. You agree not to cause or permit any waste, misuse or neglect of your Apartment and to pay for any damages so caused.

3. **Right of Entry**

For your safety and comfort, Áegis of Escondido's staff must be permitted to enter your Apartment to perform basic housekeeping services and other management functions, respond to emergencies, and make repairs and improvements, as Provider deems necessary or advisable. Therefore, additional locks are not permitted on the entrance door to your Apartment. Whenever feasible, Áegis of Escondido's staff will give You reasonable notice before entering your Apartment. In addition, we may enter your Apartment to show it to a prospective resident within the thirty (30) day period following issuance of a notice of termination by either party. Such showing shall only be conducted between the hours of 9:00 a.m. and 6:00 p.m., upon at least twenty-four (24) hours' notice to You.

4. **Damage by Fire or Other Casualty**

If Áegis of Escondido is partially damaged by fire or other casualty but can be restored to habitable condition, Provider shall repair Áegis of Escondido as swiftly as reasonably possible. You shall not be required to pay your Daily Fee during the time that your Apartment remains uninhabitable. If only a portion of your Apartment is uninhabitable, then your Daily Fee will be abated on a pro rata basis until the repairs are completed. If your Apartment is destroyed by fire or other casualty or if it cannot be restored to habitable condition within a reasonable time, then either party may terminate this Agreement by written notice to the other party.

5. **Eminent Domain**

If any part of Áegis of Escondido is condemned by any governmental authority, this Agreement shall terminate as of the date that possession is taken by the governmental authority.

F. YOUR PROPERTY RIGHTS AND OBLIGATIONS

1. No Management or Property Interest

This Agreement shall give You no property right or management interest in Áegis of Escondido or Provider, or any of its assets. In addition, You shall have no ownership rights to any of the personal property of Provider, including furnishings and fixtures in your Apartment or in the common areas at Áegis of Escondido.

2. Damage to Áegis of Escondido's Property

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

3. Damage to Your Property

Provider 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 the sole negligence of Aegis of Escondido or our employees. Provider strongly recommends that You obtain, at your own expense, insurance for the replacement value of your personal property, at adequate coverage and liability limits.

4. Hold Harmless

You accept full responsibility for and You agree to release and hold Provider harmless from any injury, damage, or loss, including all attorneys' fees (1) suffered by You at Áegis of Escondido, unless caused by the sole negligence of Provider or the Áegis of Escondido staff; or (2) suffered by your guests, licensees or invitees, where a claim is made against Provider or Provider is named as a defendant or co-defendant. In the event of any injuries to You or your family, guests, or invitees, or any damage to or loss of any of your property allegedly caused by the sole negligence of Provider or the Áegis of Escondido staff, You agree to give Provider written notice of the injury, loss, or damage within five (5) days of its occurrence. The notice shall be delivered to Áegis of Escondido's business office. If You engage private aids or other outside personnel, You agree to maintain general liability and

workers compensation insurance, if required, in an amount and form satisfactory to Provider to cover such liability.

G. OTHER PERSONAL OBLIGATIONS

1. Your Personal Obligations

Provider will not be responsible for any debts or obligations incurred by You or on your account. Neither Provider nor Áegis of Escondido will be responsible for giving You support, maintenance, board, or lodging, or any credit toward your Monthly Fee while You are absent from Áegis of Escondido.

2. Personal and Financial Affairs

You agree to make reasonable advance arrangements in the event of your death or incompetence, and to notify Provider of such arrangements. Provider has Advance Health Care Directive forms available for You to review at Áegis of Escondido. If You fail to appoint an agent to make health care decisions for You (if You become unable to make these decisions) or execute a power of attorney to make financial decisions on your behalf, You understand that a court may name a conservator upon application of any interested party (including Provider), subject to all bonds, accounting, and other legal requirements.

3. Illegal Substances and Firearms

Illegal substances, as well as firearms, are strictly prohibited anywhere on the premises of Áegis of Escondido.

H. MISCELLANEOUS

1. Accuracy of Application Documents

As part of your application to Áegis of Escondido, You have filed an application form (including a statement of income) which is attached to this Agreement as **Appendix B**, incorporated by reference into it and made an express part of it. You warrant that all information contained in this document is true and correct, and You understand that Provider has relied on this information in accepting You for residency. Any misrepresentation or omission made by You or on your behalf, whether written or verbal, shall be grounds for termination of this Agreement by Provider under Section II (D)(2) above.

2. **Resident Handbook**

You agree to abide by the general rules and regulations of Áegis of Escondido contained in the Resident Handbook, as it now exists or as it may later be amended. You understand that your failure to abide by such rules and regulations may result in termination of the Agreement. By initialing below, You acknowledge receipt of a copy of the current Resident Handbook.

_____ (Resident) _____ (Resident)

3. **Other Residents**

You shall have no right to object to or determine the admission, terms of admission, placement or dismissal of any other resident or non-resident participating in any of Áegis of Escondido's programs. Provider may enter into agreements with other residents that contain terms different from those contained in this Agreement. Despite such differences, this Agreement alone sets forth your rights and obligations with respect to your residency at Áegis of Escondido.

4. **No Assignment or Sublease**

Your rights and privileges under this Agreement are personal. You shall not encumber, assign or otherwise transfer the rights and privileges under this Agreement or at the Áegis of Escondido facility or any other improvements that may now or hereafter be constructed or installed on the premises. You agree not to sublet your Apartment or allow any other person to occupy or use your Apartment or the Áegis of Escondido facility without the prior written approval of Provider.

5. **Performance of Contract/Assignment**

Provider is solely responsible for the performance of this Agreement, and no other person or corporation, whether related or unrelated to Provider, shall assume any such responsibility except by written agreement of Provider. Provider reserves the right to assign this Agreement to any successor-in-interest it selects. You agree to look only to Provider or its successor-in-interest for the performance of this Agreement.

6. **Notices**

All notices given under this Agreement shall be in writing and shall be addressed to Provider at its administrative office at Áegis of Escondido or to You at your Apartment. Such notices shall be effective when personally delivered or when deposited in the United States mail, first class postage prepaid.

7. **Law Enforcement Database Notice**

See **Appendix C** for a law enforcement database notice that Provider is required to give You under California law.

8. **Smoking**

Smoking is not permitted in your Apartment or any of the other indoor areas of the Áegis of Escondido facility. Smoking is only permitted in designated outdoor areas.

9. **Motorized Carts**

You may use motorized vehicles, including wheelchairs, carts and scooters at Áegis of Escondido, provided You agree in writing to adhere to and actually do adhere to Provider's motorized cart policies and You provide Áegis of Escondido with an insurance policy listing the motorized vehicle coverage for collision damages. In addition, the insurance policy must name Provider as an additional insured.

10. **Entire Agreement**

This Agreement is the entire agreement between You and Provider and may be amended only by a written instrument signed by You or your legal representative and by an authorized representative of Provider. If any part of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall remain valid and enforceable, to the fullest extent permitted by law.

11. **Governing Law**

This Agreement shall be governed by California law.

12. **Meet and Confer**

You and Aegis agree that in the event of any dispute arising out of or related to

this Residence Agreement including but not limited to contract disputes or personal injury claims, the parties, before taking any legal action, will first meet and confer informally in good faith to try to resolve any such dispute.

EXECUTED and effective as of _____, 200__.

RESIDENT:

RESIDENT:

Signature of Resident

Signature of Resident

Typed or Printed Name

Typed or Printed Name

Date

Date

I understand and agree to all the terms contained in this Agreement and my financial obligations hereunder.

PAYOR (if other than Resident):

Signature

Typed or Printed Name

Address

Date

GUARANTOR (if applicable):

Signature

Typed or Printed Name

Address

Date

OSL MANAGEMENT LLC ("Provider")

By: _____

Its: _____

Date: _____

APPENDIX A

ÁEGIS OF ESCONDIDO

FEEES FOR OPTIONAL SERVICES

Guest Meals

| | |
|-----------|---------|
| Breakfast | \$5.50 |
| Lunch | \$7.50 |
| Dinner | \$12.00 |

| | |
|-----------------------------|--|
| Tray Service | \$5.00 per tray for Continental \$10.00 for Full Breakfast \$5.00 for Dinner |
| Additional Personal Laundry | \$7.00 per load |
| Beauty & Barber Shop | Rates set by contracted service |
| Personal Transportation | See transportation information |
| Dry Cleaning | Based on local dry cleaner |
| Pet Fee | \$300. (One time non-refundable) |
| Pet care | Not Available |
| Additional Housekeeping | \$25.00 Hour |
| Special Diets | \$5 per day |
| Furniture Rental | \$150 per month |

APPENDIX B

**ÁEGIS OF ESCONDIDO
APPLICATION DOCUMENTS**

APPENDIX C

ÆGIS OF ESCONDIDO

REQUIRED NOTICE REGARDING LAW ENFORCEMENT DATABASES

The following notice concerning public access to databases maintained by law enforcement agencies is required by California Civil Code Section 2079.10a:

The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a database of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and is a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.

INCOME CERTIFICATION
Appendix D

STATEMENT OF HOUSEHOLD INCOME

Section 214(g) of the California Revenue and Taxation Code provides that property owned by non-profit organizations providing housing for lower-income households can qualify for the welfare exemption from property taxes for those units whose household income does not exceed the stated limits.

Promptly complete, sign and return this statement to the manager of the organization that provides the housing so the organization will have time to complete the form that must be filed with the assessor.

A. Apartment Number _____

| B. Name(s) of Household Members | Annual Income |
|---------------------------------|---------------|
|---------------------------------|---------------|

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

C. Total Household Income _____

D. Total Number of Persons in Household _____

E. I certify (or declare) under penalty of perjury under the laws of the State of California that our current annual household income is \$ _____
(Enter the amount from Part C, Total Household Income above)

HEAD OF HOUSEHOLD:

| | | |
|--------------------|-----------------------|---------------|
| _____ Signature | _____ Printed Name | _____ Date |
|--------------------|-----------------------|---------------|