



Green Acres Foundation is the trusted and affordable choice for quality housing and services for seniors.

Green Acres Foundation Residency & Service Agreement

THIS AGREEMENT made this ____ day of _____, 20__

BETWEEN: GREEN ACRES FOUNDATION
(referred to in this Agreement as "the Foundation")

122 – 5 Avenue South
Lethbridge, AB T1J 0S9
(403) 328-1155

and

Resident Name(s)

(referred to in this Agreement either individually or collectively as the "Resident")

The Foundation shall provide accommodation and services to eligible senior citizens. The Foundation's lodges are operated on a non-discriminatory basis and afford equal treatment and access to services to eligible persons regardless of race, colour, religion, sex, marital status or ancestry.

The Government of Alberta requires operators of Supportive Living facilities to achieve certification under the Supportive Living Accommodation Standards review process. All Green Acres Foundation lodges have been reviewed and have achieved certification. A copy of the official Provincial certificate of achievement is displayed at the facility. As well, effective 2008, the Government requires that all Home Care services provided must comply with the Provincial Continuing Care Health Services Standards.

The purpose of this Residency & Service Agreement is to provide a statement of the services that the Foundation will provide at _____ (hereinafter referred to as the "Premises"), and other legal obligations. This Agreement also sets forth the Resident's legal obligations to the Foundation, both financial and non-financial.

1. **Premises:** The Foundation operates the Residential premises located at:

(Street Address)

(City & Province)

(Postal Code)

2. **Level of Independence:**

To be eligible for residency, the Resident must have the mental and physical capabilities to perform daily living skills independently with controlled behavior, good judgment/decision making abilities and be physically mobile with or without the aid of cane, walker or wheelchair. The Resident must have continence of bowels and bladder or managed incontinence.

3. **Basic Services:**

The Foundation will provide the Resident with the following basic services at the Premises, subject to the terms of this Agreement. These services are included in the Monthly Fee unless otherwise indicated.

3.1 **Living Accommodations:**

3.1.1 **Residence**

The Resident shall live in Suite #_____ (the "Suite") at the Premises. The Resident may live in this Suite on a month-to-month basis, subject to the terms of this Agreement and to the general policies of the Foundation, contained in the Resident and Family Handbook, as it now exists and as it may be later amended.

3.1.2 **Inspection of Premises**

A move-in inspection report will be completed by Management and signed by the Resident and/or their Responsible Party or Legal Guardian prior to or immediately following occupancy. A copy of same will be provided to the Resident. When the Suite has been vacated, Management will complete a move-out inspection report.

3.1.3 **Core Services**

In consideration of the monthly fee, in addition to possession of the Suite, the Resident is entitled access to common areas, complete meal service, 24-hour non-medical staffing, weekly light housekeeping service, use of laundry facilities and recreational and social activities planned by the Foundation. (Some activities will require the Resident to pay a fee in order to offset the cost of the activity.)

3.1.4 Utilities

The Foundation will furnish the Suite with utilities which shall include: water, electricity and heating. The Resident shall be responsible for telephone or internet service which shall be billed directly to the Resident by the responsible company or companies.

Cablevision is provided by the Foundation for a monthly fee and will be charged to any Resident with a television in their Suite.

3.1.5 Furnishings

Residents shall provide their own furnishings for the Suite. However, if required, the Foundation shall assist residents to obtain basic room furnishings.

Due care and attention must be given to the Foundation's furnishings. Any repairs or replacement required for damaged furnishings, over and above what is deemed normal wear and tear, will be at the expense of the Resident.

The Resident's Responsible Party and/or Legal Guardian will be responsible for removing all of the Resident's furniture and/or special equipment when the Suite is vacated.

3.1.6 Alterations

Prior to making any modifications to the Suite, such as the addition of shelves, the Resident must have the prior approval of the Manager and must follow the Foundation's policy regarding guidelines for installation. Installation must be completed by appropriate, qualified personnel.

No additional electrical wiring, installation of appliances, air conditioning units and heating units shall be permitted in the Premises without the prior written consent of the Foundation.

Upon vacating, the Suite must be restored to its original appearance and all work to do so must be completed by appropriate, qualified personnel. Should the Suite not be restored to its original condition, any charges resulting from this work will be charged to the Resident. At the discretion of Management, some modifications to the Resident's Suite may not warrant removal. No compensation will be provided for added fixtures when left in the Resident's Suite.

3.1.7 Décor

The Resident is limited to the décor of their own Suite and is not permitted to hang pictures or place other decorations in hallways or common areas of the Premises.

The Resident may not drive nails into or otherwise mutilate the walls and doors of the Premises. Proper picture hooks, not the tape-tabbed types are acceptable. Pictures and/or decorations may only be hung within the Resident's Suite.

3.1.8 Maintenance

The Resident shall be responsible for:

- The costs of repairing plugged toilets, sinks and drains;
- The costs of replacing or repairing all windows, screens and light fixtures damaged, broken, removed or destroyed at any time during the residency;
- The costs of replacing or repairing burst pipes caused by leaving windows open in cold weather;
- The costs of repairing damage due to water seepage from sinks, tubs, and/or showers;

provided that the foregoing costs were incurred as a result of the negligence, misuse or misconduct of the Resident or any other person or persons invited on the Premises by the Resident.

- The costs of replacing light bulbs in lamps and ceiling fans (if applicable).
- Keeping the Premises, including any common areas, and any Foundation property in clean and good condition;
- Promptly reporting to the Foundation any defect in water, heating or electrical systems of the Premises or any other loss or damage;
- Ensuring the hallways, common areas and stairs of the Premises are used for no purpose other than going to and from the Premises. The Resident shall not in any way encumber those areas with boxes, furniture, mobility aids or other materials.
- Observing all health, fire and police regulations of the Province and the local municipality.

3.1.9 Common Areas

The Resident is entitled to share with all other Residents of the Premises, the use of common areas, including but not limited to the dining room, living room, patio and hallways. The Foundation may change or reconfigure common area spaces or the use of such spaces in the future at its discretion.

3.2 Security and Fire Protection:

The Suite will be equipped with a smoke detector and/or a fire suppression sprinkler system. A video security surveillance system is also utilized in the common areas of the Premises for additional security.

3.3 Emergency Response Service:

The Suites of the Premises are equipped with an emergency call system to alert staff of medical emergencies.

4. Optional Services:

Optional services are available to the Resident on a fee for service basis, including:

- Medication Assistance
- Parking
- Any other services that the Foundation elects to offer in the future.

5. Term of Agreement:

This Agreement shall be in effect from month to month, unless and until it is terminated as set forth in section 8 below.

6. Fees:

6.1 Rent/Service and Amenity Package:

This rate is established in accordance with Provincial guidelines which mandate that seniors must be left with \$265 in monthly disposable income after this rate is deducted.

6.2 Cablevision:

Cablevision is provided to each Suite at a cost of \$25.00 (bulk rate) per month. Exceptions to this charge will only be permitted if the Resident does not bring a television into their Suite.

6.3 Monthly Fee:

The monthly fee under this Agreement is \$_____ which includes rent/service and amenity package, cablevision and fees for any optional services. (the Monthly Fee shall be pro-rated as required).

6.4 Adjustment to Rates and Fees for Services:

Rental rates and fees for services are subject to review and change annually, typically on January 1st. In the event of an increase, the Foundation shall provide written notice to the Resident at least one (1) month prior to the implementation of such increase.

6.5 Absences from Facility:

The Resident is responsible to pay the full Monthly Fee while absent due to illness, hospitalization, vacation, etc.

6.6 Failure to Make Payments:

Monthly payments shall be paid by automatic withdrawal on the first business day of each month.

At the time this Agreement is signed, the Resident is required to provide a "VOID" cheque. If the Resident fails to pay the Monthly Fee or other charges, the Foundation may, at its discretion, terminate this Agreement as per Clause 9.2.1.

7. Financial Information:

Residents will be required to submit their Income Tax Return and corresponding Notice of Assessment to the Foundation by June 1st on an annual basis in order to determine monthly fees. Information provided in accordance with this provision is subject to verification by the Foundation.

8. Transfers from the Premises:

8.1 Transfer to an External Facility for More Appropriate Care:

If it is determined that the Resident's care needs cannot be met at the Premises; the Resident displays behaviors that are not appropriate for the setting; or is at risk of causing harm to self or others; the Resident will be assessed and transferred to a facility that can meet their care needs. Should a Resident transfer to another facility, this Agreement will terminate.

8.2 Internal Transfer:

The Foundation reserves the right to transfer the Resident to another Suite within the Premises should it be determined that the transfer is necessary to more adequately meet the Resident's needs, or for operational purposes.

8.3 Resident Requested Transfer:

Should the Resident request a transfer to another Suite within the Premises or within other facilities of the Foundation, a transfer fee will be charged to the Resident.

9. Termination of Agreement:

9.1 Termination by Resident:

The Resident may end this Agreement by serving the Foundation with written notice on or before the first day of the month to be effective on the last day of that month (regardless of when the residency began).

The Resident need not cite a specific reason for the termination.

9.2 Termination by Green Acres Foundation

9.2.1 Upon Fourteen (14) Days Notice

The Foundation shall terminate this Agreement at its discretion at any time, with a fourteen (14) day written notice to the Resident if:

- The Resident refuses to abide by the terms and conditions of this Agreement.

9.2.2 Immediate Notice to Vacate

The Foundation may terminate this Agreement for good cause immediately. Good cause could include, but is not limited to:

- The Resident engages in behavior that is an immediate threat to the health, safety, or peaceful lodging of other Residents or Staff in the Premises or becomes an elopement risk.

If the Foundation terminates this Agreement under Sections 9.2.1 or 9.2.2, the Resident and the Resident's Responsible Party and/or Legal Guardian shall receive a notice describing the reasons for such termination.

Once a notice to vacate has been served, it will be the responsibility of the resident and/or responsible party to make alternate living arrangements. The family and/or named responsible party may be required to assume responsibility for the care of the resident, as it is not the responsibility of Green Acres Foundation to find appropriate or suitable accommodations for the resident.

9.3 Death of a Resident

9.3.1 This Agreement shall terminate automatically upon the death of the Resident.

9.3.2 For security purposes, the door locks to the Suite will be changed immediately upon death. No admittance to the Suite will be provided except to the Executor of the Will upon proof of same.

9.3.3 If clothing or personal effects are requested for the deceased, staff must accompany the person picking up these items into the Suite and will remain in the Suite at all times. Any items removed from the Suite will be noted on a Removal Form and will be signed by the person removing the clothing or personal effects and the staff member.

9.4 Vacating Premises

Upon termination of this Agreement as described in Sections 9.1 and 9.2, the Resident and/or their Responsible Party or Legal Guardian shall vacate and remove all of the Resident's property from the Premises.

The Foundation reserves the right to dispose of any of the Resident's property left in the Suite or Premises at the conclusion of the notice period. The Resident shall remain liable for the Monthly Fee until the end of the notice period.

9.5 Refunds

The Foundation does not issue refunds, however, the Foundation shall reimburse the Resident on a pro-rated basis should a Resident's suite be re-rented prior to the end of the month. A minimum of 2 cleaning days (not including weekends) will be charged in order to prepare the room for re-occupancy. As well, the cost to repair any damages over and above normal wear and tear will be deducted.

9.6 Couples

If there are two Residents under this Agreement, and one passes away or permanently vacates the Premises, this Agreement shall continue in full force and effect. The remaining Resident will be required to move to a single Suite as soon as one is available.

10. Property Rights and Obligations:

10.1 No Management or Property Interest:

This Agreement shall give the Resident no property right or management interest in the Premises, the Foundation or any of its assets.

In addition, the Resident shall have no right to any of the Foundation's property, including furnishings and fixtures in the Suite or in the common areas of the Premises.

10.2 Damage to Premises:

The Resident agrees to maintain their Suite in a clean, sanitary and orderly condition.

The Resident shall ensure that the Suite remains clear of clutter that would impede mobility or be deemed a fire hazard. The Foundation reserves the right to inspect the Suite at any time by giving the Resident 24 hours notice.

The Resident further agrees to reimburse the Foundation for any loss of, or damage to the Foundation property, inside or outside, caused by the Resident or the Resident's guests or invitees, excluding normal wear and tear.

10.3 Damage to Resident's Property:

The Foundation shall not be responsible for the loss of any personal property belonging to the Resident due to theft, fire, or any other cause, unless the loss or damage was caused by the negligence of the Foundation or its employees.

10.4 Insurance:

The Resident will be responsible for obtaining insurance on their personal property as well as maintaining adequate general liability insurance to cover legal claims against the Resident or damage to the Premises caused as a result of the Resident's own acts or omissions or those of the Resident's guests or invitees.

The Resident indemnifies and holds harmless the Foundation and its Directors, agents and employees from any and all liability for injury or damage, including attorneys' fees.

A copy of the insurance policy that maintains general liability insurance in an amount and form sufficient to cover such liability should be provided to the Foundation within thirty (30) days of occupancy.

Should the Resident have insufficient insurance, the Resident assumes all financial responsibility for any legal claims against the Resident or damage to the Premises caused as a result of the Resident's own acts or omissions or those of the Resident's guests or invitees.

11. Use of the Premises:

The Resident acknowledges and agrees that they will only use the Premises as a private, non-commercial residence. The Resident shall not solicit other Residents or leave promotional material in the common areas of the building.

12. Managed Risk Agreement:

The principles relating to the philosophy of care adopted by the Foundation include safety and security, support of independence, privacy and dignity, and control and choice.

Residents who wish to make choices relating to their well-being which may conflict with the recommendations of medical personnel, Facility Management or the opinion of the Resident's Responsible Party and/or family members will be required to sign a Managed Risk Agreement.

A Managed Risk Agreement allows the Resident to make choices that maintain their preferred lifestyle and ensures that they understand the risks associated with their choices. These choices may not in any way contravene any of the Foundation's policies.

13. Life Enrichment Activities:

13.1 The Resident acknowledges and agrees that risks associated with the participation in any and all activities planned either inside or outside of the Premises shall be assumed by the Resident.

13.2 For the convenience of the Resident, guest meals, catering for private events, beauty and barber shop services, and tuck shop items are available and are charged on a fee-for-service basis.

14. In addition to the foregoing, the following are additional Terms & Conditions:

14.1 Motorized scooters are prohibited inside Foundation facilities. The Foundation reserves the right to limit the number and use of electric wheelchairs within the Premises and Suites.

14.2 Residents must maintain personal hygiene and personal grooming at an acceptable level. Body odors will not be tolerated.

The Resident acknowledges the Foundation's right to enforce personal hygiene and grooming standards by requiring the Resident to bathe regularly or use appropriate hygiene products if they are not doing so.

14.3 Residents must dress appropriately for meals. Housecoats are not permitted in the central dining area or other common areas of the Premises. Clothing must be clean and in good repair.

- 14.4** Smoking inside the Premises, including the Suite, is prohibited. A designated smoking room is available within the Premises. In compliance with provincial legislation, the smoking room is the only place smoking is allowed. Smoking outdoors is only permitted 5 meters (15 feet) away from any window or doorway.
- 14.5** Staff will not provide transportation nor will they accompany the Resident to personal appointments or errands outside of the Premises.
- 14.6** Foundation policy does not permit individual employees or volunteers to accept personal favours, gifts or gratuities from Residents or act in any legal capacity such as Executor, agent, power of attorney, etc.
- 14.7** Under no circumstances will the Foundation tolerate physical or verbal abuse by Residents. To that end, the Resident must conduct himself or herself in a manner that is conducive to a congregate living environment, meaning the Resident must use common courtesy, good manners and have a pleasant attitude toward other residents and staff. Failure to do so will result in a notice to vacate being served to the resident.
- 14.8** Disruptions that affect the well-being of self or others will not be tolerated. The Resident must not create or cause any annoyance to others. Quietness must be maintained after 11:00 p.m.
- 14.9** The use of alcohol or other substances to a degree that would cause disruption to others is not tolerated.
- 14.10** The Resident is not permitted to have personal pets in the Premises.
- 14.11** Electrical kitchen appliances (i.e., toasters, coffee makers, kettles, etc.) are not permitted in Suites. The use of electric blankets or heating pads require the approval of the Manager.
- 14.12** Fire and safety regulations are posted within the Premises and must be followed accordingly. This includes participation in regular fire drills.
- 14.13** Keys may not be duplicated without the prior approval of the Foundation. Residents will be provided with one (1) Suite key and one (1) mailbox key (where applicable) upon move in. The cost of replacement keys will be the responsibility of the Resident.
- 14.14** It is essential that the Resident cooperate with management and staff to ensure the provision of excellent meal and housekeeping services.
- 14.15** In the event of illness that legitimately precludes a Resident from eating in the central dining area, arrangements may be made to have meal service provided to resident suites. This service will be provided to a maximum of three (3) days and additional charges may apply.

14.16 Exercise equipment is available for the Resident's use. The Resident acknowledges that the Foundation's exercise or recreational equipment is for Resident use only and at their own risk.

As such, the Resident waives, releases, holds harmless, covenants not to sue, and forever discharges the Foundation, their officers and employees and the Province of Alberta from any and all claims, demands, rights, causes of actions, judgment costs and expenses, or other liability of whatsoever kind or nature resulting from any bodily and personal injuries, including death resulting from the use of said equipment.

15. Miscellaneous:

15.1 Right of Entry:

To ensure the safety and comfort of the Resident, the Foundation staff must be permitted to enter the Resident's Suite to perform basic housekeeping services, respond to emergencies, make repairs and improvements, and/or perform other management functions as the Foundation deems necessary or advisable.

15.2 Resident and Family Handbook:

The Resident agrees to abide by the general policies of the Foundation as contained in the Resident and Family Handbook, as it now exists and as it may later be amended. The Resident understands that failure to abide by such rules and regulations may result in termination of this Agreement by the Foundation under Sections 9.2.1 or 9.2.2. The Resident shall receive a copy of the current Resident and Family Handbook upon residency.

15.3 Obligation of the Foundation:

The Foundation agrees to give the Resident reasonable quiet enjoyment of the Premises and maintenance of the Premises.

15.4 Lines of Communication:

The Resident and/or their Responsible Party or Legal Guardian shall contact the Manager for clarification and resolution regarding any issue or concern including the provision of Home Care services.

16. Personal Directives:

The Foundation advises that a Personal Directive regarding medical or other care in the event of an emergency, is accepted by Green Acres Foundation for information purposes only.

Residents with a Personal Directive should ensure that their Responsible Party and/or Legal Guardian has a copy of same and will respond accordingly to the Resident's wishes.

17. General Provisions

- 17.1** A waiver of any of the provisions of this Agreement by the Foundation shall not affect the enforceability of the remainder of this Agreement.
- 17.2** In executing this document, the Foundation shall deliver to the Resident a duplicate copy of this Agreement.
- 17.3** This Agreement is binding upon the Resident's heirs, executors, administrators, successors and permitted assigns.
- 17.4** As a management body in the Province of Alberta, the Foundation falls under and complies with the Freedom of Information and Protection of Privacy (FOIP) Act.

By signing this Agreement, the Resident acknowledges the terms and conditions of this document and any future revisions to it. The Resident further agrees and understands that this document may be amended from time to time. This Agreement shall be effective as of _____, 20_____.

Resident

Resident

Responsible Party and/or Legal Guardian

Green Acres Foundation