

Sunnyslope Estate

BOARD AND CARE LEASE AGREEMENT

This **Board and Care Lease Agreement** ("Lease") is made, entered, and executed this ____ day of _____, 20____, by and between **Care Group, LLC d/b/a Sunnyslope Estate** ("Lessor" or "Sunnyslope") and _____ ("Lessee" or "Resident") Lessor and Lessee may sometimes be referred to as "Party" or collectively as the "Parties."

R E C I T A L S

- A. Care Group, LLC is a Colorado Limited Liability Company doing business as Sunnyslope Estate with a principal office address of 11255 Grant Drive; Northglenn, CO 80233 and a mailing address of P.O. Box 934; Broomfield, CO 80038.
- B. _____ (*Name of Lessee*) is a _____ (*State*) resident with a current address of _____ (*Address*).
- C. The Parties seek to establish a mutually beneficial relationship wherein Lessor provides living space and assisted living care in exchange for fees paid by Lessee.

A G R E E M E N T

In consideration of the covenants herein contained, the sufficiency of which is acknowledged by the parties, Lessor and Lessee agree as follows:

Recitals. The recitals above are conclusively deemed true.

Article I. DEFINITIONS

The following definitions apply throughout this Agreement:

"Administrator" shall mean the owners and operators of Sunnyslope Estate: Dennis Quinn and Tammy Quinn.

"Common Area" shall mean any portion of the Premises, indoors or outdoors, not reserved for the private use of Residents or the exclusive use of Staff or a Staff member.

“Daytime Hours” shall mean the hours between 7:00 AM and 7:00 PM for purposes of determining and meeting staffing requirements.

“Date of Admission” shall mean the date upon which Resident first occupies Resident’s room whether by sleeping in the room or placing some or all of Resident’s personal belongings in the room.

“Employee” shall mean any paid representative of Sunnyslope Estate qualified to receive, and actually receiving, an IRS Form W-2 from Sunnyslope Estate.

“Independent Contractor” shall mean any authorized representative of Sunnyslope Estate qualified to receive, and actually receiving, an IRS Form 1099 from Sunnyslope Estate.

“Lessee” shall mean the signatory to this Lease regardless of whether or not the signatory to this lease is the person who will actually be the beneficiary of the living space and assisted living care offered and provided by Sunnyslope Estate.

“Lessor” shall mean Sunnyslope Estate.

“Premises” shall mean any and all real property owned, leased, rented, or otherwise controlled by Sunnyslope Estate.

“Resident” shall mean the person who will actually occupy the living space offered and provided by Sunnyslope Estate and benefit from the assisted living care offered and provided by Sunnyslope Estate.

“Room” or “Resident’s Room” shall mean the private living space allocated for the exclusive use of Resident (in the case of single occupancy) or Resident and a roommate or roommates (in the case of shared occupancy).

“Staff” shall mean any authorized representative of Sunnyslope Estate including Administrators, Employees, Independent Contractors, and Volunteers.

“Volunteer” shall mean any unpaid, authorized representative of Sunnyslope Estate.

Article II. GRANT

Sunnyslope Estate hereby demises and leases that specific portion of the Premises known by the identifier first printed above to Lessee for the benefit of Resident, and Lessee hereby leases and accepts that specific portion of the Premises from Sunnyslope Estate, to have and to hold during the Term for the benefit of Resident, subject to the terms and conditions of this Lease.

Article III. QUIET ENJOYMENT

Sunnyslope Estate agrees that Resident, upon paying rent, fees, and all other monetary sums due under this Lease and upon performing the covenants and conditions of this Lease, may quietly have, hold, and enjoy the Resident’s Room during the Term hereof, subject, however, to the provisions hereinafter set forth.

Article IV. COVENANTS OF LESSOR AND LESSEE

Sunnyslope covenants to observe and perform all of the terms and conditions to be observed and performed by Lessor under this Lease. Lessee and Resident covenant to pay rent, fees, and other monetary sums due under this Lease when due under this Lease and to observe and perform all of the terms and conditions observed and performed by Lessee and Resident under this Lease.

Article V. LESSOR OBLIGATIONS

1. Lessor shall provide to Lessee one single occupancy room or space within a shared occupancy room as a private living space for the benefit of Resident subject to the limitations stated herein. Resident's room shall have a half-bath for the use of the room's occupant or occupants.
2. Lessor shall encourage Resident to live as independently as possible and perform as much personal care as Resident's health and abilities permit.
3. Lessor shall provide Staff coverage twenty-four hours per day, seven days per week, in order to assist Resident with their personal care. Staff members, including overnight Staff, shall be awake and available when on duty.
4. Lessor shall ensure Staff coverage meets all standards set by the State of Colorado and Medicaid regulations.
5. Lessor shall ensure that there is at least one Employee on duty at all times that is Medicine Qualified as well as CPR and First Aid Certified.
6. Lessor shall ensure Premises are protected by functioning smoke detectors and sprinklers. Sunnyslope's sprinkler system shall meet all standards set by the Colorado Department of Health and Environment (CDPHE). Sunnyslope shall publish evacuation plans and escape routes. Sunnyslope shall conduct fire drills as required by CDPHE.
7. Lessor shall maintain a personal file on Resident. Resident's personal file shall contain notes regarding Resident's health and significant changes thereto, relevant medical documentation, emergency contact information, any notes regarding violations of Sunnyslope policies and procedures, and other such material in the discretion of Sunnyslope Staff.
8. Lessor shall provide Resident with the following services as resources permit:
 - a. An individualized care plan. The individual care plan shall be based upon a comprehensive preadmission assessment of Resident. Sunnyslope shall make Resident's individualized care plan available to Resident's family members. Sunnyslope may update Resident's individualized care plan at any time. NOTE: Additional fees may apply for this service.
 - b. Furniture for Resident's Room including a bed, dresser, and chair.
 - c. Three balanced meals each day. Meals may be prepared to address specific dietary needs if a Resident's Dietary needs are specifically defined by Resident's doctor and the preparation of such meals does not impose an unreasonable burden upon Staff members. Special meal requests without

doctor's orders, including "therapeutic" meals, may be honored in the complete discretion of Staff. NOTE: Additional fees may apply for this service.

- d. Snacks and extra liquids each day.
 - e. Laundry service.
 - f. Transportation arrangements with third-party transportation providers. NOTE: Additional fees may apply for this service.
 - g. Medication management. Staff shall only dispense Medication to Resident if Resident's doctor provides Sunnyslope with written instructions governing the administration of the medication. Self-administration of medications by Resident is prohibited.
 - h. Social activities on Premises including, by example, gardening, baking, games, puzzles, cards, and audience appropriate movies. NOTE: Additional fees may apply for this service.
 - i. Social activities off Premises or "Out Activities" including, by example, activities with churches or senior centers in the area. NOTE: Additional fees may apply for this service.
 - j. Such other services as may be offered in the sole and complete discretion of Staff. NOTE: Additional fees may apply for this service.
 - k. In the event that the home does not provide services sufficient to meet the unique needs of resident, Staff will assist Resident in finding a third-party provider or alternative living facility. NOTE: Additional fees may apply for this service.
9. Lessor shall estimate Resident's Base Rent upon execution of this Lease, and provide a minimum of thirty days' notice prior to any change in Resident's Base Rent. This Lease shall constitute notice that Resident's Base Rent may change thirty days after the Date of Admission depending upon the needs of Resident.
10. Lessor shall provide a monthly invoice stating the Base Rent due, itemizing any additional charges, and establishing a due date for monies owed. Lessor shall provide an itemized list of services constituting the Base Rent upon request.
11. Lessor shall not discriminate based upon race, color, religion, sex, national origin, ethnicity, age, or any other basis recognized under applicable federal law.

Article VI. LESSOR LIMITATIONS

- 1. Lessor shall not provide specialized medical or nursing care.
- 2. Lessor shall not provide specialized medical or nursing supplies and/or equipment.
- 3. Lessor shall not provide or use restrictive devices including restrictive egress alert devices.
- 4. Lessor shall not provide transportation at any time. Resident's family or responsible person is expected to provide transportation to routine medical, dental, eye care, and similar appointments. If Resident

cannot arrange transportation, Staff may arrange transportation via taxi, ambucab, senior ride, or a similar, community-based alternative.

5. Lessor shall not provide insurance for Resident or Resident's personal belongings.
6. Lessor shall not release Resident's confidential information or personal file unless authorized, in writing by Resident or Resident's agent, and such information may be released without violating any provision of the Health Insurance Portability and Accountability Act (HIPPA).

Article VII. LESSEE AND RESIDENT OBLIGATIONS

1. Lessee shall pay rent, fees, and all other monetary sums due under this Lease when due.
2. Lessee shall keep Resident's Emergency Contact Form up to date.
3. Lessee shall provide Sunnyslope with all relevant medical information regarding Resident.
4. Lessee shall be responsible for insuring Resident's personal belongings.
5. Lessee shall provide two sets of bed linen.
6. Lessee shall comply with all rules, procedures, and policies as stated in the Resident Handbook as it may, from time to time, be amended, or otherwise made known to Resident.

Article VIII. LESSEE LIMITATIONS

7. Lessee shall not park or otherwise maintain a car, truck, or other motor vehicle on the Premises.
8. Lessee shall not assign, sublet, or otherwise demise any portion of Premises to any party for any reason whatsoever.
9. Lessee shall not assign or transfer this Lease or any rights contained herein.

Article IX. FEES

1. Initial Determination of Base Rent

Prior to admission, Sunnyslope shall set the Base Rent by considering the type of room selected (single occupancy or shared occupancy) and estimating the cost of care needed by Resident.

Upon payment of the first month's base rent, admission fee, and damage deposit, Resident shall be admitted to Sunnyslope on a trial basis for sixty (60) days.

Admission Fee:

Base Rent (1st Month):

Damage Deposit:

Lessee's
Initials

TOTAL DUE:

2. Revision of Base Rent

At the conclusion of the sixty day trial period, Sunnyslope shall revise their estimated cost of care and establish the Base Rent. If a mutually agreeable modification of this Lease cannot be reached, then the Resident may be relocated and pay only a prorated amount based on the initial determination of base rent and the number of nights stayed. The number of nights stayed shall be calculated by counting the number of nights between the Date of Admission and the complete removal of Resident's personal belongings from Premises.

The Base Rent is subject to modification every six months following the Date of Admission, at any time following a change authorized by Medicaid, or at any time there is a significant change in the resident's condition or care requirements.

Resident shall tender the base rent in full each month even if Resident did not utilize Resident's room every night during the month regardless of circumstances.

3. Exclusions and Fees for Additional Services

Any additional fees for Services over and above those included in the Base Rent including, but not limited to, telephone services, Out Activities, medicines, personal care items, transportation, and additional supervision beyond what is typically provided for other Residents, shall be charged to Resident as an additional fee. Resident may pay these additional fees when incurred; if Resident does not pay these additional fees when incurred, these additional fees will be added to Resident's monthly invoice and due with the next payment of Base Rent. Transportation for Resident maybe arranged by staff if needed; however, Resident saill be solely responsible for any transportation charges. If staff members accompany Resident on any trips outside of Sunnyslope Estate, then Resident shall pay an additional fee of \$20 per hour. Resident shall provide advance written notice of not less than 10 days should Resident require this service.

4. Payment Dates and Late Fees

All invoices, including Base Rent and fees for additional services, are due and payable in full on the fifth day of each month.

A payment shall be considered late if it is not received or postmarked by the fifth day of the month.

Sunnyslope shall charge, and Lessee shall be obligated to pay, a late fee of 5% per day if payment in full is received or postmarked after the fifth day of the month. This late fee is not a finance charge. All payments shall be made to Sunnyslope Estate; P.O. Box 934; Broomfield, CO 80038.

Checks may be made payable to Sunnyslope Estate

An interest rate of 15% per annum compounded from initial due date shall accrue on all unpaid balances until paid in full.

5. Assessment for Damages and Repairs Caused by Lessee

Lessee shall be responsible for any damages caused by Resident beyond normal wear and tear, and the cost of any repairs necessary as a consequence of such damages. Payment for such repairs is due with the payment of Resident's next invoice.

6. Late Fees

A late fee of 5% will be charged for all accounts paid after the 15th of the month.

7. Security Deposit

Concurrently with Lessee's execution of this Lease, Lessee shall deposit with Sunnyslope an amount equal to the first monthly installment of Base Rent, which shall be held by Sunnyslope as security for the faithful performance of every provision of this Lease to be performed by Lessee and Resident. If Lessee and/or Resident defaults with respect to any provision of this Lease, including, but not limited to, the provisions relating to the payment of Rent and Fees, Sunnyslope may (but shall not be required to) use, apply, or retain all or any part of this Security Deposit for the payment of Rent or any other sum in default, or for the payment of any amount which Sunnyslope may spend or become obligated to spend by reason of Lessee's default to compensate Sunnyslope for any other loss or damage which Sunnyslope may suffer by reason of Lessee's default. If any portion of said deposit is so used or applied, Lessee shall, within ten (10) days after written demand therefor, deposit cash with Sunnyslope in an amount sufficient to restore the Security Deposit to its original amount; Lessee's failure to do so shall be deemed a material breach of this Lease.

Sunnyslope shall not be required to keep this Security Deposit separate from its general funds, and Lessee shall not be entitled to interest on said deposit.

If Lessee and Resident fully and faithfully perform every provision of this Lease to be performed by Lessee and Resident, the Security Deposit or any balance thereof shall be returned to Lessee within sixty (60) days following the expiration or termination of this Lease.

Article X. USE OF PREMISES

1. Designated Use

The Resident's room shall be used and occupied only for residential purposes and for no other purpose.

2. Usage and Compliance with Laws

The Premises shall be used and occupied in a safe, careful, and proper manner so as not to interfere with, annoy, or disturb any other Resident in his or her normal activities or in the Staff's conduct of their duties.

Resident shall not contravene any present or future governmental or quasi-governmental laws, regulations, or orders applicable to the Resident or Sunnyslope.

3. Abandonment

Resident shall not vacate or abandon the Premises at any time without Landlord's written consent. Notwithstanding this section, should Resident depart the premises for more than thirty (30) days without notifying an Administrator of Resident's intent to return, Sunnyslope shall deem Resident's Room and any personal belongings left on the Premises abandoned. Abandonment shall be considered a material breach of this Lease.

4. Nuisance

Resident shall not cause or maintain any nuisance in or about the Premises, and shall keep the Premises free of debris, rodents, vermin, and anything of a dangerous, noxious, or offensive nature or which could create a fire hazard or undue vibration, heat, noise, or weight upon or about the premises. Sunnyslope shall not be liable to Lessee or Resident for the failure to enforce the terms of this section upon Resident or other Residents of Sunnyslope.

Article XI. SERVICE, MAINTENANCE, REPAIR, AND ALTERATIONS BY LESSOR

1. Services to Premises

Sunnyslope shall maintain heat and ventilation, lighting and electric power, and domestic running water on the Premises.

2. Maintenance, Repair, and Replacement

Sunnyslope shall operate, maintain, repair, and replace the systems, facilities, and equipment directly necessary for the provision of services under this section and shall be responsible for and shall maintain and repair the foundations, structures, supports, and roofs of the Premises provide that:

If all or part of such systems, facilities, or equipment are destroyed, damaged, or impaired, Sunnyslope shall have thirty (30) days following notice in which to complete the necessary repairs or replacement, and during that time shall be required only to maintain such services as are necessary and reasonably possible to maintain.

Sunnyslope may temporarily discontinue such services or any of them for such time as may be necessary due to causes beyond the reasonable control of Sunnyslope or for purposes of maintenance, repair, replacement, testing or examination; but, at no time shall discontinuance of service continue for thirty days, and Sunnyslope shall use reasonable diligence in carrying out its obligations under this section.

3. Additional Services

If, from time to time requested in writing by Resident and to the extent that it is reasonably able to do so, Sunnyslope may provide additional services not otherwise stated in this Lease, provided that Resident shall, within ten (10) days of receipt of any invoice for any such additional service, pay Sunnyslope therefore such reasonable rates as Sunnyslope may, from time to time, establish.

4. Alterations by Lessor

Sunnyslope may, from time to time, make repairs, replacements, changes, or additions to the Premises or the Premises systems, facilities, or equipment in the sole discretion of Sunnyslope.

5. Access by Lessor

Resident shall permit Staff to enter Resident's Room at any time as may be necessary for the care and safety of Resident or as emergency circumstances may require.

Resident shall permit Staff to enter Resident's Room during Daytime Hours to examine, inspect, repair, maintain, or improve the Room. Staff shall not unreasonably disturb or interfere with Resident's use of Resident's room.

6. Maintenance, Repair, and Alterations by Lessee

Resident shall not perform maintenance, repairs, or alterations to the Premises. Nothing in this section absolves Resident of financial liability for maintenance, repairs, or alterations incurred due to damages by Resident beyond normal wear and tear.

Article XII. ASSIGNMENT PROHIBITED

Neither Party shall assign this Agreement, nor shall either Party transfer any rights or entitlements in whole or in part.

Article XIII. LIMITED WARRANTY AND LIMITATION OF LIABILITY

Sunnyslope Estate is an Assisted Living Community. Sunnyslope Estate is not a nursing home. Sunnyslope Estate does not provide licensed or certified healthcare professionals.

Except as provided in this paragraph, all services are delivered "AS IS," without warranty of any kind. In no event will Sunnyslope be liable to Lessee or Resident for special, incidental, or consequential damages in connection with the obligations under this Agreement, either in contract or tort, whether or not the possibility of such damages have been disclosed in advance or could have been reasonably foreseen. If this limitation of special, incidental, and consequential damages is held unenforceable, then the Parties agree that by reason of the speculative nature of such possible damages or the difficulty in foreseeing such possible damages, all liability for special, incidental, and consequential damages will be limited to a maximum of the aggregate amount of Fees Earned as liquidated damages and not as penalty. The fees provided for in this Agreement reflect the allocation of risks and the limitation of liability specified in this Agreement.

Article XIV. ARBITRATION OF ANY DISPUTES

It is agreed that any dispute which may arise regarding this Agreement, including amounts owed for services rendered, any dispute whatsoever which either Party may have with the other or any claim one party may have against the other or any person, employee or legal assistant employed by either Party which arises out

of this Agreement, as well as the validity, enforceability, and scope of this arbitration provision and associated “questions of arbitrability” shall be resolved solely by submitting such matter or matters to binding arbitration in Broomfield, Colorado, in accordance with the rules then in effect of the American Arbitration Association. A decision in any such arbitration shall be binding and may be enforced in accordance with Colorado law.

Article XV. TERM AND TERMINATION

1. This lease shall commence upon the date of execution. The term of this Lease shall be continuing from month to month subject to termination as further described below.
2. This Lease may be terminated at any time by mutual agreement of the Parties.
3. This Lease may be unilaterally terminated at any time by Sunnyslope Estate:
 - a. In the event of a material breach of this Lease by Lessee or Resident.
 - b. If Resident violates a Policy identified in the Resident Handbook as a Zero Tolerance Policy.
 - c. If Resident demonstrates an inability or unwillingness to abide by Rules, Procedures, and Policies.
 - d. In the event of any other breach of this agreement by Lessee or Resident that remains uncured for more than thirty (30) days.
 - e. If Resident requires personal or medical care beyond that provided by Sunnyslope Estate, or if Resident is otherwise medically disqualified from Residing at Sunnyslope Estate.
 - f. If Resident’s medical, emotional, or physical condition is determined to be, in the sole discretion of Administrators, beyond the scope of care offered by Sunnyslope Estate.
4. This Lease may be unilaterally terminated by Lessee:
 - a. In the event of a material breach of this Lease by Sunnyslope Estate.
 - b. Upon the Death of Resident.
 - c. By providing thirty days written notice to Sunnyslope Estate.
5. Resident is liable for loss of rent up to one month of the Base Rent if the required thirty day written notice prior to removing the Resident from Sunnyslope Estate is not timely made. This requirement is waived if the resident is removed due to circumstances beyond the control of the Lessee such as death of Resident. In such cases, any refund, if any, shall be prorated from the date Resident s personal belongings are completely removed from the Premises. Lessee agrees that if a Resident stays past the sixty day trial period and is later discharged due to uncontrollable or dangerous behavior, Lessor shall not refund of any fees or lease payments already paid.

Article XVI. INJURY / INDEMNITY

Resident is liable for, and shall fully, completely and without reservation, indemnify and hold Sunnyslope Estate and Care Group, LLC, their officers, directors, shareholders, managers, members, agents and employees harmless from any and all damages caused by the Resident to others, to the personal property of others, and to the Premises, ordinary wear and tear excepted.

Article XVII. GENERAL PROVISIONS

1. This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all prior Agreements between the Parties, whether written or oral, relating to the same subject matter.
2. No modification of this Agreement will be effective unless in writing signed by a duly authorized representative of Sunnyslope and Resident. In the event of a conflict or an inconsistency between this Agreement and other representations, whether written or oral, the provisions of this Agreement will prevail.
3. A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service.
4. The waiver by either Party of a breach or default in any of the provisions of this Agreement by the other Party will not be construed as a waiver of, or estoppel to enforce, any succeeding breach of the same or other provisions; nor will any delay or omission on the part of either Party to exercise or avail itself of any right, power, or privilege that it has or may have under this Agreement operate as a waiver of, or estoppel to enforce, any breach or default by the other Party.
5. This Agreement will be governed by and construed in accordance with the laws of the State of Colorado.
6. If any provision of this Agreement is found unenforceable under applicable law, such provision shall be deemed modified to the minimum extent necessary to cause the provision to be enforceable, if such modification is feasible, and in any event, the remaining provisions, along with the intentions and purpose underlying all of the provisions of this Agreement, as a whole, will nonetheless be enforced to the maximum extent permitted by law consistent with the fundamental intent of the Parties.
7. If Lessee is not the Resident, Lessee and Resident shall be jointly and severally liable for all obligations of Lessee and Resident as stated herein.
8. Except as otherwise specifically provided, the covenants, terms, and conditions contained in this Lease shall apply to and bind the heirs, successors, executors, administrators, and assigns of the parties hereto.
9. All notices to Lessee under this lease shall be given and effective upon personal delivery to each signatory for Lessee in this Lease; or, mailing such notice by Certified, First Class U.S. Mail to each signatory for Lessee at the address set forth for each signatory below. All notices to Lessor under this lease shall be given and effective upon personal delivery to an Administrator; or, mailing of such notice

by Certified, First Class U.S. Mail to: Administrator; Sunnyslope Estate; at P.O. Box 934; Broomfield, CO 80038.

If Resident has been a Resident of Sunnyslope Estate for twenty-four months or more, and Resident would like to enroll in Medicaid in order to have Medicaid pay their bill, Resident may remain on the Premises pending acceptance into Medicaid. After being accepted onto Medicaid, Lessee may stay in the facility as a Medicaid resident as long as all other qualifications are met and the Lessee is able to make scheduled monthly payment on time during and after the application process.

IN WITNESS, the Parties have executed this Independent Contractor Agreement on the date first above written.

_____ <i>(Signature)</i>	_____ <i>(Signature)</i>
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_____ <i>(Print)</i>	_____ <i>(Print)</i>
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Administrator

Lessee and/or Resident

Mailing Address:

Sunny Slope Estate
P.O. Box 934
Broomfield, CO 80038

Mailing Address:

