



(a) Resident may occupy the Apartment during the term of this Agreement as long as Resident is in compliance with the terms and conditions of this Agreement. Resident may not sublet the Apartment or assign this Agreement without the written approval of Management.

(b) This Agreement automatically renews on the first of the upcoming month unless Resident gives written notice to terminate this Agreement as follows:

(i) Written notice of termination of this Agreement is given prior to the first day of the month. Resident is responsible for the upcoming month's rent.

(ii) If written notice of termination of this Agreement is given after the first day of a month, the written notice of termination shall not be effective until the first day of the immediately succeeding month and Resident shall be responsible for the immediately succeeding month's rent.

(c) If Resident vacates, abandons or is involuntarily removed from the Apartment and fails to give Owner written notice of termination of this Agreement, Resident shall continue to pay rent both for the remainder of the month in which Resident leaves and for the next succeeding month. Resident shall be responsible for the cost of damages caused by Resident to the Apartment or any other areas of Treyton Oak Towers (other than those due to normal wear and tear) as well as attorneys' fees incurred by Owner in enforcing this Agreement.

(d) Owner may terminate this Agreement at any time in its sole and absolute discretion upon thirty (30) days prior written notice to Resident. In addition, Owner may terminate this Agreement on less than thirty (30) days' written notice to Resident as permitted under applicable law for non-payment of rent and/or other charges due by Resident under this Agreement and/or for abandonment of the Apartment by Resident. Upon delivery of written notice of termination of this Agreement to Resident, Resident shall immediately vacate the Apartment and relinquish possession thereof to Owner, return all keys to Management, leave the Apartment in like condition as when first occupied (normal wear and tear accepted) and pay all rent and other charges due under this Agreement.

(e) In the event Resident fails to vacate the Apartment by the end of the notice period, Resident shall be considered to be unlawfully holding over and Owner may take immediate legal action to recover possession of the Apartment. In addition to any costs incurred by Owner in providing services to Resident, Resident shall be responsible for all costs, including reasonable attorney fees and court costs, incurred by Owner in regaining lawful possession of the Apartment. Resident shall, in addition, be liable for holdover rent from the effective termination date of this Agreement to the date on which

possession of the Apartment is regained by Owner equal to two (2) times the monthly rent in effect on the date of termination of this Agreement.

(f) Resident acknowledges that Resident has inspected the Apartment and Management and Resident have prepared a comprehensive listing of any then-existing damage to the Apartment. Upon termination of this Agreement, Management shall inspect the Apartment and prepare a comprehensive listing of any damage to the Apartment not existing at the time Resident first occupied the Apartment and the estimated cost of repairing such damage. Resident shall be liable for the cost of repairing such damage to the Apartment.

### **3. Ability to Live Independently**

(a) Resident must maintain both his/her person and the Apartment in a manner which is not detrimental to either Resident's safety or physical, mental or economic well-being, and which is not detrimental to the safety or physical, mental or economic well-being of other residents of Treyton Oak Towers.

(b) Resident agrees that, as a condition of admission and occupancy of the Apartment, Resident must possess the ability to live either independently or in conjunction with available support services provided by or through Owner and to have the ability to comply with the terms and provisions of this Agreement. Owner shall have the sole discretion in determining Resident's appropriateness for occupancy of the Apartment.

(c) Upon Owner's request and at Resident's expense, Resident shall submit to an examination or evaluation by a physician or other health care professional for the purpose of determining Resident's ability to live safely and independently in the Apartment. If Resident is unable to live independently in the Apartment because of poor health, physical or mental disability, unavailability of required services or rejection of those available, or for any other reason, Owner shall have the right to terminate this Agreement immediately on written notice to Resident. In such event, rent shall be payable only through the date of the written termination notice. Owner shall make immediate arrangements at Resident's expense for such supplemental services deemed necessary by Owner and Resident for Resident's safety until alternate housing arrangements can be made for Resident.

### **4. Community Fee**

Owner acknowledges receipt of the Community Fee of \$1,000 which will be retained by Owner as a fee for processing Resident's application to rent the Apartment and shall be non-refundable to Resident under any and all circumstances.

## **5. Rent Adjustment**

. Owner shall have the right to adjust the monthly rent due for occupancy of the Apartment from time to time. Owner shall provide to Resident written notice of any adjustment to the monthly rent due under this Agreement at least thirty (30) days prior to the effective date of the rent adjustment. Resident shall pay the amount of the adjusted monthly rent starting with the effective date of the rent adjustment.

## **6. Services, Utilities and Furnishings.**

In addition to making available the Apartment to Resident, and in consideration of the monthly rent paid to Owner under this Agreement, Owner agrees to provide the following additional services, utilities and furnishings to Resident during the term of this Agreement (collectively, the “Services”):

(a) Owner will provide the main meal each day to be served in the dining room of Treyton Oak Towers. Owner has established a food refund policy for extended absences of fifteen (15) consecutive days or more. Other meals are available at the rates established from time to time by Owner.

(b) Resident will be obligated to pay the usual and customary charges imposed by Owner for each day or part thereof that Resident is a patient in the Wayne Dehoney Health and Rehabilitation Center at Treyton Oak Towers (the “Health Care Center”), subject to any concessions or discounts which Owner may from time to time, at its sole option, afford to Resident. Resident shall, in addition, be obligated to continue to pay the monthly rent in respect of the Apartment during periods in which Resident is a patient in the Health Care Center, subject to appropriate credit for certain Services which Resident is obligated to pay for as a patient in the Health Care Center, unless and until Resident permanently vacates the Apartment. Owner shall also provide assistance to Resident in securing supportive services; however, Owner shall not be responsible for the cost of such services.

(c) If Resident requires nursing services from the Health Care Center, Resident will not be placed on a waiting list, but will be given priority status and will be provided with the first available nursing bed in the Health Care Center.

(d) Owner will furnish heat, electricity, air conditioning and water and sewer service with respect to the Apartment. Resident is responsible for the payment of local telephone and long distance phone calls and television services.

(e) Owner will provide carpeting, window treatment, an electric range, a microwave oven, a dishwasher, and a refrigerator as part of the Apartment. All other furnishings and furniture in the Apartment will be provided by Resident and approved by Owner and the same shall be the responsibility of Resident to maintain and insure.

(f) Owner will provide flat semi-monthly (i.e., bed linens and bath and kitchen towels) laundry services to Resident. Owner will also provide laundry service with respect to Resident's personal laundry for the usual and customary laundry charges from time to time imposed by Owner.

(g) Owner will provide semi-monthly housekeeping services to Resident.

(h) Owner will have staff on duty at all times to be responsive to the reasonable needs of Resident.

(i) Owner will provide local scheduled transportation for the general benefit of residents of Treyton Oak Towers.

(j) Owner will provide general maintenance of the appliances located within the Apartment as well as all common areas and grounds at Treyton Oak Towers. Owner has the right to make repairs to the Apartment as necessary.

(k) At Resident's request, assigned parking spaces will be provided for Resident. Covered parking space(s) will be provided to Resident at the rates established from time to time by Owner. Resident must be capable of safely operating a vehicle to be entitled to a reserved space. Residents may not reserve a space for the use of family, friends or personal staff.

(l) Owner will carry full insurance coverage on Treyton Oak Towers, including liability and disaster coverage, except that Owner will not insure the personal property of Resident. Resident should obtain insurance coverage for Resident's personal property.

(m) Owner will provide recreational, social and religious activities for the residents of Treyton Oak Towers.

(n) Owner shall provide Resident with a key to the Apartment and a security key for any of the building doors intended as entrances for the residents of Treyton Oak Towers. Resident shall not have the security key duplicated. If these keys are lost, replacement keys will be provided by Owner for a reasonable charge.

## **7. Resident's Responsibilities.**

Resident agrees as follows:

(a) Only those person(s) herein listed as Resident shall live in the Apartment.

(b) Resident shall use the Apartment for normal residential purposes.

(c) Resident shall not sublet the Apartment or assign this Agreement to any other individual without the prior written consent of Management.

(d) Resident shall not keep animals or pets of any kind in the Apartment.

(e) Resident shall not create any disturbance or nuisance which interferes with the right of other residents of Treyton Oak Towers to the quiet use and enjoyment of their respective apartments.

(f) Resident will allow Owner to show Resident's Apartment to prospective residents within the last thirty (30) days of the term of this Agreement. Owner shall show the Apartment during reasonable hours and will give Resident advance oral or written notice to enter the Apartment whenever practical to do so or as otherwise required under applicable law.

(g) Resident shall give Owner written notice of any repairs which must be made to the Apartment.

(h) Resident shall not make any alterations or modifications to the Apartment, including painting or decorating, without prior written consent of Management.

(i) Resident shall comply with all reasonable operating procedures of Owner as now existing or as hereafter adopted or amended.

(j) Resident shall reimburse Owner for:

(i) any loss, property damage or cost of repair or service (including plumbing problems) caused by the negligence of Resident or his/her agents, families or guests and/or any improper use of the Apartment or common areas of Treyton Oak Towers by Resident or his/her agents, families or guests;

(ii) any loss or damage caused by doors or windows of the Apartment left open;

(iii) all costs Owner incurs because of abandonment of the Apartment or other breaches of this Agreement by Resident such as (but not limited to) advertising the Apartment for lease; and

(iv) all court costs and attorney's fees that Owner incurs in any suit against Resident for eviction of Resident from the Apartment for unpaid rent or any other amounts owed to Owner pursuant to this Agreement and/or for any other breach of the terms and provisions of this Agreement by Resident.

## **8. Destruction of the Apartment.**

If the Apartment is damaged or destroyed by fire or other casualty so as to make it untenable, Owner may terminate this Agreement immediately on written notice to Resident or

may abate the rent due under this Agreement until the Apartment is restored to habitable condition. Owner shall have no obligation to repair or restore the Apartment or any other portion of Treyton Oak Towers in the event of fire or other casualty or to abate any rent for the Apartment if it has become and remains uninhabitable.

**9. Limitation of Liability of Owner and Management.**

(a) Resident shall not be entitled to any reduction or abatement of rent under this Agreement or other compensation for inconvenience resulting from the making of repairs, alterations or improvements to the Apartment or the common areas of Treyton Oak Towers.

(b) Resident shall not be entitled to any reduction or abatement of rent under this Agreement or other compensation when services or utilities are interrupted by causes beyond Owner's control, and neither Owner nor its employees, agents or independent contractors shall be liable for damage, injury or loss of property occurring in the common areas of Treyton Oak Towers unless caused by Owner's gross negligence or willful act.

(c) To the extent permitted by law, neither Owner nor its employees, agents or independent contractors shall be liable for injury or damage resulting from breakage, leakage, obstruction or other defects or malfunctions in the heating, ventilation, air conditioning or other mechanical systems of Treyton Oak Towers, or resulting from any other cause, unless due to Owner's gross negligence or willful act.

(d) Neither Owner nor its employees, agents or independent contractors shall be liable for the acts of other residents of Treyton Oak Towers or for the acts of employees of third parties who provide services for residents.

(e) Neither Owner nor its employees, agents or independent contractors shall be liable for theft or damage of personal vehicles located in the parking lot of Treyton Oak Towers. Resident is encouraged to maintain comprehensive coverage for his/her personal vehicle.

**10. False or Misleading Information.**

If Owner determines that oral or written statements made by Resident to Owner are not true or complete in any material way, Resident shall be in violation of this Agreement and may be evicted from the Apartment.

**11. Miscellaneous.**

(a) Owner may at its sole option delegate the performance of its duties hereunder to any management company selected by Owner in its sole and absolute discretion.

(b) No amendment to this Agreement shall be valid unless the same is in writing and has been executed by Owner and Resident.

(c) The invalidity of any restriction, condition or other provision of this Agreement or any part thereof shall not impair or affect in any manner the validity or enforceability of the other provisions of this Agreement.

(d) This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky without reference to its conflicts of law principles.

(e) This Agreement has been executed on behalf of Owner by Management as its duly authorized agent, and no officer, director, agent or employee of Owner shall have any personal liability hereunder to Resident under any circumstances.

(f) This Agreement and Resident's Application for Residency constitute the entire agreement between Owner and Resident with respect to the subject matter hereof and supersede all prior and contemporaneous oral or written agreements between Owner and Resident pertaining to the subject matter hereof.

(g) This Agreement shall be binding upon and shall inure to the benefit of Owner and its successors and assigns. All monetary obligations of Resident hereunder shall be binding upon Resident and Resident's heirs, legatees, assignees and legal representatives.

(h) The section headings used in this Agreement have been inserted for convenience of reference only and shall be ignored in construing the substantive provisions hereof.

(i) If two individuals have executed this Agreement as "Residents," such individuals shall be jointly and severally liable for all obligations of Resident hereunder.

(j) Resident represents and warrants to Owner that:

(i) Resident has read this Agreement and understands the terms and provisions hereof;

(ii) Resident understands that Resident has a right to have Resident's attorney and/or financial advisor review this Agreement prior to execution thereof by Resident, and Resident has consulted with Resident's attorney and/or financial advisor prior to executing this Agreement or Resident has knowingly waived the right to have this Agreement reviewed by Resident's attorney and/or financial advisor; and

(iii) Resident has relied solely on his or her judgment and/or the judgment of persons other than the directors, officers, employees, agents or

independent contractors of Owner in deciding to execute this Agreement and to assume residency at Treyton Oak Towers.

12. **Dispute Resolution.**

(a) In the event a dispute arises between Owner and Resident over the interpretation or application of any of the provisions of this Agreement, or with respect to any claim asserted by either party to this Agreement that the other party to this Agreement has breached any duty arising out of this Agreement, arising under any statute or ordinance adopted by the United States of America, the Commonwealth of Kentucky, or Metro Louisville, or arising out of the law of tort, contract, or equity owed to the non-breaching party, including, without limitation, any claims arising out of Resident being or having been a resident of Treyton Oak Towers and/or a patient in the Health Care Center, Owner and Resident hereby agree that the dispute shall be referred to final and binding arbitration pursuant to the rules of the American Arbitration Association for consumer related disputes (the "Rules of Arbitration"), a copy of which is maintained by Owner at its principal place of business and will be provided to Resident upon request made by Resident. The arbitrator's decision shall be final and legally binding and judgment may be entered thereon.

(b) Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

(c) Arbitration of any dispute shall be conducted in Jefferson County, Kentucky. It is the intent of the parties that arbitration hereunder can be enforced pursuant to the Federal Arbitration Act and/or the Kentucky Uniform Arbitration Act.

(d) **THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH AFFECTS YOUR LEGAL RIGHTS AND MAY BE ENFORCED BY THE PARTIES.**

*(Signatures appear on the following page)*

IN WITNESS WHEREOF, The Third and Oak Corporation, acting through Management, and Resident have duly executed and delivered this Rental Agreement as of the last of the days set forth below.

**Owner:**

**The Third and Oak Corporation**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**Resident(s) or Guarantor:**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_