

GUARDIANSHIP RESIDENTIAL AGREEMENT

This Residential Agreement shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. Residential Agency, _____, shall be referred to as "LESSOR" and Tenant/Lessee, _____, shall be referred to as "RESIDENT." As consideration for this agreement, LESSOR agrees to allow residential occupancy to RESIDENT and RESIDENT agrees to utilize residential housing from LESSOR for use solely as a private residence; the premises located at one of the LESSOR operated residential single family housing dwellings. The address for the residence is _____.

1. **TERMS:** Effective on _____, RESIDENT agrees to pay the room & board rate per month by the end of the 10th day of each month. The room & board will be \$ _____ a month, which will include the following utilities: Electric
 Gas Water Garbage Other _____. This agreement shall commence on first day of occupancy and continue until the first day of the next month as a leasehold type agreement. Thereafter it shall become a month-to-month tenancy. If RESIDENT should move from the premises prior to the expiration of this time period, he/she shall be liable for all room & board due for the days of occupancy. Either party can terminate this agreement by giving a written notice of intention to terminate at least 30 days prior to the date of termination. Exceptions can be made by either party for notice regarding termination of the agreement if a proven circumstance exists involving the endangerment of the health, safety and welfare of the RESIDENT or other RESIDENTS of the LESSOR operated residential single family housing dwellings. Additionally, the resident is not responsible for room and board payments that are to be paid in full or partially by other sources, such as a Medicaid waiver, state general funds or other programming funds accessed by the resident.
2. **PAYMENTS:** Room and board charges are to be paid per month by the 10th day of each month, unless previously discussed and agreed upon by the parties. All payments are to be made by ACH (Automated Clearing House), check or money order, unless otherwise arranged and agreed upon by the parties. Payment will be made directly to the Residential Agency unless extraordinary circumstances exist and the parties otherwise agree in writing. Notifications of increase in room and board rates must be submitted in writing to the Division of Guardianship Central Office, no fewer than 30 days prior to the effective date of the rate change.
3. **UTILITIES:** RESIDENT agrees to pay utilities not otherwise included as part of the monthly room and board charge. Those utilities to be paid by resident will be those specifically accessed within private living area such as cable and phone or anything else stated prior to signed agreement. Resident will not be responsible for utilities that are to be paid by another source such as Medicaid waiver, state general funds or other programming funds.
4. **PETS:** No animal, fowl, fish, reptile, and/or pet of any kind shall be kept by the RESIDENT on or about the premises, for any amount of time, without obtaining the prior written consent and meeting the requirements of the LESSOR and GUARDIAN. Such consent if granted, shall be revocable at LESSOR'S option upon giving a 30 day written notice.
5. **LIQUID FILLED FURNISHINGS:** No liquid filled furniture, receptacle containing more than ten gallons of liquid is permitted without prior written consent and meeting the requirements of the LESSOR.
6. **DESTRUCTION OF PREMISES:** If the premises become totally or partially destroyed during the term of this Agreement so that RESIDENT'S use is seriously impaired, LESSOR or RESIDENT may terminate this Agreement immediately.
7. **ALTERATIONS:** RESIDENT will be allowed at his/her expense to paint, wallpaper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises with the consent of the LESSOR except as may be provided by law.
8. **PROPERTY MAINTENANCE:** RESIDENT shall deposit all garbage and waste to his/her ability in a clean and sanitary manner into the proper receptacles and shall cooperate in keeping the garbage area neat and clean. RESIDENT shall be responsible for keeping the kitchen and bathroom drains free of things that

may tend to cause clogging of the drains. LESSOR shall ensure the property is properly maintained which includes the following: (a) comply with the requirements of applicable building and housing codes materially affecting health and safety; (b) make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition; (c) keep all common areas of the premises in a clean and safe condition; (d) maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by him; and (e) supply running water and reasonable amounts of hot water at all times and reasonable heat between October 1 and May 1.

9. **CHANGE OF TERMS:** The terms and conditions of this agreement are subject to future change by LESSOR upon 30-day written notice setting forth such change and delivered to RESIDENT and GUARDIAN. Any changes are subject to laws in existence at the time of the Notice of Change of Terms.

10. **TERMINATION:** After expiration of the leasehold period, this agreement is automatically renewed from month to month, but may be terminated by either party by giving a 30 day written notice, except in case where health, safety and welfare are in question, of the intention to terminate. This agreement shall be terminated immediately upon death of the RESIDENT or resignation of the Cabinet for Health and Family Services (CHFS) as Guardian.

11. **POSSESSION:** If LESSOR is unable to deliver possession of the residence to RESIDENT on the agreed date, because of the loss or destruction of the residence or because of the failure of the prior residents to vacate or for any other reason, the RESIDENT and/or LESSOR may immediately cancel and terminate this agreement upon written notice to the other party at their last known address, whereupon neither party shall have liability to the other, and any sums paid under this Agreement shall be refunded in full. If neither party cancels, this Agreement shall be prorated and begin on the date of actual possession.

12. **RIGHT OF ENTRY AND INSPECTION OF RESIDENT'S PERSONAL ROOM:** LESSOR may enter, inspect, and/or repair the premises at any time in case of emergency or suspected abandonment. LESSOR shall give advance notice and may enter the RESIDENT'S personal room for the purpose of showing the premises during normal business hours to prospective residents, buyers, lenders, for smoke alarm inspections, and/or for normal inspections and repairs. LESSOR is permitted to make all alterations, repairs and maintenance that in LESSOR'S judgment is necessary to perform.

13. **ASSIGNMENT:** RESIDENT agrees not to transfer, assign or sublet the premises or any part thereof.

14. **PARTIAL INVALIDITY:** Nothing contained in this Agreement shall be construed as waiving any of the LESSOR'S or RESIDENT'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.

15. **LEAD NOTIFICATION REQUIREMENT:** For residential single family housing dwellings built before 1978 that may contain lead paint. RESIDENT shall be informed if the property was was not built before 1978.

16. **NOTICES:** All notices to RESIDENT shall be served to CHFS Guardianship Services and the RESIDENT. Notices to CHFS Guardianship Services can be sent by mail or email. All notices to LESSOR shall be served at LESSOR'S office premises.

17. **RECEIPT OF AGREEMENT:** The undersigned RESIDENT and Legal Guardian have read and understand this Agreement and hereby acknowledge receipt of a copy of this Residential Agreement. This Agreement does not supersede the SCL Regulations.

18. **KRS 383.010-.715:** If the county or city where the residence is located has adopted KRS 383.010-715, the provisions of those statutes will supersede this agreement.

RESIDENT/Legal Guardian Signature: _____

Address: 275 East Main Street, 3E-F, Frankfort KY 40621

Date: _____

LESSOR/Residential Agency Representative Signature: _____

Address: _____

Date: _____