



Unit Number _____

AGREEMENT

ACCOMMODATIONS

1. The Resident's Unit is Unit# _____ ("the Unit"). The Resident may occupy and use the Unit subject to the terms of this agreement. The Resident is encouraged to personalize the Unit by providing his/her own furniture and furnishing¹.
2. The Resident is free to decorate the Unit providing health and safety rules as specified by La Rosa are complied with. Permission must be granted by La Rosa to make alterations to the Unit. Approval must be obtained before any decorating and alterations are started. All alterations or improvements become the property of La Rosa. The Resident may not change any lock or add any locking device to the Unit without first obtaining the approval of La Rosa.

SERVICES

- 3) Meals and Snacks: La Rosa provides at its discretion either two or three meals a day, and snacks twice a day, all of which are included in the monthly fee. Residents may make hot beverages, snacks or meals in their unit but cannot use toasters, toaster ovens or other appliances deemed inappropriate by the Fire Marshall. Note that kettles for boiling water must be fitted with an automatic shut off feature.
- 4) Activities: La Rosa will provide planned activities for residents. The Resident is also free to engage in his/her own activities as long as doing so does not endanger him/her, or others or disturb the quiet enjoyment of others. La Rosa encourages residents to participate in activities within La Rosa as well as participate in outings. There may be additional fees charged for some activities.
- 5) Common Areas: Residents are encouraged to use the Common Areas, such as within the building. In some cases booking the use of these areas or rooms may be required.
- 6) Health and Personal Support Services:
 - a) Physical and Mental Health of Resident: La Rosa and its staff are not responsible for the mental and physical condition of the residents except as prescribed in legislation governing the building and occupancy requirements. The staff of La Rosa will observe the Resident's physical and mental health and will also assist in obtaining non-emergency assistance on behalf of the Resident, if required.

¹ Furnishings must be suitable and free of mold, mildew or infestation. Ideal furnishings can be wiped down. And, furnishings must be approved by Administration prior to being brought into La Rosa.



Unit Number _____

- b) Emergencies: In the event of an emergency either the Resident or a staff member will dial 911 for assistance. The Resident may also request emergency assistance from La Rosa staff. In the event that emergency assistance is requested of the staff by the Resident, La Rosa staff will assist in such manner as they deem appropriate and within their capabilities or may, at their sole discretion decline to take action. In either event the Resident agrees that there shall be no liability against La Rosa or its staff resulting from such actions or inactions and the Resident shall not be entitled to make any claim against La Rosa or its staff for any resulting damages or injury to the Resident. Ambulance costs are the responsibility of the Resident. initials
- c) Transfer of Resident: Should, (in the opinion of La Rosa staff), the Resident's health circumstances warrant, La Rosa staff will seek to have the Resident transferred to a more appropriate setting. initials
- d) Medication: The Resident is required to look after his/her own medication, which includes storage and administration.
- e) Health Costs: The Resident is responsible for the cost of all his/her own medical care services.

FEES AND EXPENSES

- 7) Basic Monthly Fee: The basic monthly fee, as of the date of signing this Agreement is \$_____per month. This amount is due and payable each month in advance by the first (1st) day of each calendar month. Your rights to occupy and use the Unit and to receive other services under this Agreement are contingent upon your timely payment of the fee. Failure to pay or consistent late payment of the monthly fee will result in termination. The items included in the fee are listed in Schedule "A" to this agreement. Charges for services and supplies not included in the basic monthly fee are listed in Schedule "B".

Prior to occupancy a damage deposit of 50% (one-half) of one month's rent is required in addition to the first month's rent.

Effective August 1, 2015 all new Residents will pay their monthly fee by electronic funds transfer (EFT)².

- 8) Adjustments to Rates: La Rosa has the right upon 30 days written notice to the Resident, to change the basic monthly fee and other fees and charges.

² This is set up as an automatic transfer between the Resident's bank and La Rosa's bank.



Unit Number _____

- 9) Rent During Absences: Until this agreement has been terminated the Resident is responsible for paying the full amount of the basic monthly fee even when absent from the Unit or the building, including, but not limited to, times when the Resident is on vacation, or in a care facility, or hospital. You are not entitled to any discount from your Rent during such absences.
- 10) Other Fees and Expenses: All expenses for goods and services incurred by the Resident other than those specifically included are payable by the Resident.

CHANGE OF ACCOMMODATIONS

- 11) La Rosa reserves the right to decide and make all arrangements regarding residency, including decisions about who will be accepted as a resident, transfers between Units or to a more appropriate accommodation outside of La Rosa Gardens, the application of building rules, termination of residency, adjustments in rates and accommodation.
- 12) Double Occupancy: Double occupancy may be permitted in certain Units, as deemed appropriate by La Rosa. It is at La Rosa's sole discretion whether a Unit is deemed appropriate and to give permission to use that Unit for double occupancy.. La Rosa reserves the right to withdraw its permission to use any Unit as double occupancy and may do so on giving the Resident(s) 30 days' notice, in writing. Note that the monthly fee for double occupancy will be established by La Rosa Administration and both parties will be required to sign a Resident Admission Agreement.
- 13) Move to New Unit: The costs associated with moving between Units are the responsibility of the Resident. Costs include³ hookup charges for services, decorating and alterations to the new Unit as well as cleaning and repair to the old Unit.

ACCESS TO UNITS BY LA ROSA

- 14) The authorized agents or employees of La Rosa may enter the Unit in order to inspect, maintain, and repair. La Rosa will give reasonable notice to the Resident of their intention to enter the Unit but reserves the right to enter without notice in the case of an emergency.
- 15) If the Resident has a funding arrangement with Vancouver Island Health Authority ("VIHA"), [also known as Island Health "IH"] the representative(s) of VIHA may enter the Unit, subject to providing reasonable notice and producing identification.

³ Extra fees may be assigned. Discuss the costs of moving with La Rosa Administration prior to making any arrangements.



Unit Number _____

RESIDENT RIGHTS AND RESPONSIBILITIES

- 16) Rules and Regulations: The Residents' independence and freedom of choice are balanced by the need to recognize and respect the rights of others. You agree to abide by and conform to the rules, regulations, policies and principles for the operations and management of the building as determined by the Owners of La Rosa, and such reasonable amendments to the above as La Rosa may subsequently adopt. A copy of the Building's Rules and Regulations is provided with this Agreement as Schedule "C" and is incorporated by reference as a part of this Agreement. You shall also have the rights set forth in the Statement of Residents' Personal Rights, which is attached as Schedule "D" and made a part of this Agreement.
- 17) No Proprietary Interests: The rights under this Agreement are the rights and privileges expressly granted, and do not include any proprietary interest in the building or other properties of La Rosa.
- 18) Absences: You are free to leave the building at any time that you wish, but the La Rosa Gardens cannot be responsible for any risk, liability, obligations or expenses incurred by you at such time. You agree to notify the Staff or Management in advance of such absence.
- 19) Liability for Damage: The Resident shall reimburse La Rosa for the costs of repairs to the Unit or repairs or replacement of furnishings or fixtures which are required to as a result of the Resident's action or inaction. The Resident is also responsible for the repair or replacement of furnishings and fixtures or other property in the building or grounds of La Rosa Gardens, which are damaged due to the action, or inaction of the Resident.
- 20) Damage to Resident's property: The Resident is solely responsible for the Resident's belongings and property. La Rosa shall not be liable for any loss or damage to the Resident's property regardless of the cause of such loss or damage. La Rosa recommends that the Resident purchase insurance to cover such loss or damage.
- 21) Residents must keep their Unit in a safe and hygienic manner at all times, free of clutter and debris with belongings in a good state of repair. It is the Resident's responsibility to maintain a good state of cleanliness to ensure health and safety at all times.



Unit Number _____

TERMINATION OF AGREEMENT

- 22) By the Resident: The Resident may terminate this agreement at any time by giving 30 days written notice addressed to, and received by La Rosa. The notice must clearly identify the date of intended termination. The Resident agrees to remove his/her belongings by 12:00 noon on the termination date and in the event that any of the Resident's belongings are not removed by 12:00 noon on the termination date La Rosa shall have the right to remove the Resident's belongings to storage. The Resident shall be responsible for all costs associated with the removing, storage, and or delivery of his/her personal belongings. The Resident shall return all keys for the Unit, mail box and for the building to La Rosa at the termination date.
- 23) By La Rosa: La Rosa may terminate this agreement at any time by giving 30 days written notice addressed to the Resident. La Rosa shall specify the reason for termination in the notice. La Rosa shall have the right to terminate this agreement without notice or on short notice in circumstances where the Resident is engaging in behavior that is in the opinion of La Rosa or its staff, a threat to the mental or physical health or safety of the Resident or other residents at La Rosa Gardens.
- 24) Death: In the event that the Resident dies while a resident of La Rosa and while this agreement is in effect the Basic Monthly Fee remains fully due and payable for the month in which the Resident dies and for subsequent months until such time as the Resident's belongings have been removed from the Unit by the Resident's personal representative(s). Any outstanding fees and charges due by the Resident shall become fully due and payable by the end of the month in which the Resident dies.
- 25) In the event that the Resident's belongings are not removed from the Unit by the end of second month La Rosa shall be entitled to remove the belongings to storage and any costs associated with the move and storage shall be a debt due by the Resident's estate. initials
- 26) Release from Obligations: Upon termination of this Agreement and payment of all sums due to or by La Rosa, La Rosa and the Resident (or the Resident's estate) shall be discharged from any further obligations to each other.



Unit Number _____

ACCEPTANCE OF RISK

- 27) The Resident acknowledges that La Rosa does not offer constant supervision or observation of the Resident in the building, or on the grounds or while the Resident is participating in activities away from La Rosa Gardens, whether arranged by La Rosa or otherwise. The Resident understands that while living at La Rosa Gardens the Resident is responsible for his/her own safety and acknowledges that the Resident may place him/herself at risk. The Resident acknowledges and accepts the risks associated with the residential nature of independent living in the Resident's own Unit, and at La Rosa Gardens and the Resident's choice of lifestyle.
- 28) La Rosa does not provide or pay for personal insurance for residents. Residents are encouraged to have renters' insurance to cover their belongings at their own expense.
- 29) La Rosa requires each Resident to have liability insurance against damage to persons or property caused by the Resident or their guests.
- 30) Medical Emergency:
- During a medical emergency the Resident or La Rosa staff will call 911 and request emergency help (ambulance).
 - **La Rosa staff will not perform CPR.**
 - The role of La Rosa staff is to call for professional emergency response personnel and help direct them to the person in need of assistance. Any cost associated with calling an ambulance is the responsibility of the Resident regardless of who initiates the call.
- 31) Fire or other Emergency: Residents will be oriented to fire and other emergency procedures. A copy of the Emergencies poster is attached to this agreement and a copy will be posted on the back of the Resident's door.

GUESTS AND VISITORS

- 32) Guests and visitors are welcome but must abide by the Building Rules, Regulations, Policies and Principles of La Rosa in effect (which may change from time to time). La Rosa has the right to terminate a visit or require a guest to leave if, in La Rosa's opinion the visitor or guest is in breach of the Rules, Regulations, Policies or Principles or is in La Rosa's opinion behaving in a manner which is causing harm or may cause harm to the Resident, visitors or to any other Resident or staff of La Rosa.



Unit Number _____

MISCELLANEOUS

33) This agreement cannot be assigned by the Resident.

34) If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, this Agreement shall be read as if such unenforceable provision was not included and all other provisions of this Agreement shall continue in full force and effect.

35) This agreement is not an agreement to rent residential premises as defined by the Residential Tenancy Act of British Columbia. This agreement does not give the Resident the rights of a 'tenant' as that term is defined by the Residential Tenancy Act. La Rosa reserves the sole right to make decisions in the management of the building and grounds and reserves the right to manage or make all final decisions concerning the residency, terms of residency or termination of residency.

initials

36) This agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

37) Written notices shall be delivered personally or shall be mailed Express Mail, postage prepaid to the Resident or La Rosa at the following addresses:

To the Resident:
Attention: _____

Unit # _____
1211 Cloke Road
Ladysmith, B.C. V9G 2B6

To La Rosa:
Attention: _____

4 All Seasons Holdings Ltd.
1211 Cloke Road
Ladysmith, B.C. V9G 2B6



Unit Number _____

This agreement shall be binding upon the Resident and his/her personal representative(s) and La Rosa and its successors and assigns.

IN WITNESS WHEREOF:

Signed and Delivered by the Resident
(or by his/her authorized representative)

This _____ day of _____, 20__ __. _____

Witness: _____

Signed and Delivered by La Rosa

This _____ day of _____, 20__ __. _____

Witness: _____



Unit Number _____

SCHEDULE "A"

Accommodation and Services

Accommodation

The Resident Base Rent is combination of Housing or Shelter and Hospitality Services.

Base Rent for one person **INCLUDES**:

- Accommodation – use of the Resident's Unit
- Parking for one vehicle if a space is available – see Schedule C
- Parking and use of charging station for one motorized scooter if a space is available – see Schedule C
- Utilities – note that Assisted Living Residents will pay a flat monthly fee for hydro
- Basic cable
- Emergency response system
- Personal mail box with key

Services

Base Rent **INCLUDES** the following services:

- Local transportation to medical appointments – use of Ladysmith taxi only
- Activities programs
- Housekeeping (light) - weekly approximately ½ hour (included)
- Laundering - weekly of linens for Assisted Living Residents
- Meals and Snacks - daily:
 - Tea and coffee throughout the day
 - Two snacks (one in the morning and one in the afternoon)
 - Breakfast⁴ is included for Private Pay Residents
 - Lunch for all Residents
 - Dinner for all Residents
- Meal Services Times (may be altered for special occasions)
 - Breakfast daily 8:00 a.m. to 9:00 a.m.
 - Morning Snack/Tea/Coffee 10:30 a.m.
 - Lunch 12:00 noon
 - Afternoon Snack/Tea/Coffee 2:30 p.m.– 3:30 p.m.
 - Dinner 5:00 p.m.

⁴ Assisted Living Residents may pay a monthly fee to have breakfast included.



Unit Number _____

SCHEDULE "A"

Accommodation and Services

Base Rent is for one person only. For an additional person residing in the same Unit a monthly fee is charged. Note that the additional person must sign a separate agreement and also abide by the responsibilities and policies as for all residents.

Base Rent **DOES NOT INCLUDE** but may be scheduled for an additional fee:

- Housekeeping – extra cleaning of the Resident’s Unit.
- Laundering of linens – Private Pay Residents
- Laundering of personal items – all Residents
- Breakfast – for Assisted Living Residents – monthly fee
- Special Activities will be at cost. These may consist of an admission fee, meal out, trip fee for bus, etc.

Other Special Services or Requests – describe and discuss with Administration

See Schedule "B" for additional services that may be requested for a fee.

Signature of Resident or Responsible Party

_____	_____
Signed	(Date)

Signature of La Rosa Gardens

_____	_____
Signed	(Date)



Unit Number _____

**SCHEDULE "B"
ADDITIONAL SERVICES AND CHARGES**

Accommodation

- Second Person in same Unit \$ 500.00 per month⁵
Note that should the primary Resident vacate the Unit the full base monthly rent will become the responsibility of the second person.

Meal Services

- Special Dietary requirements - La Rosa may or may not be able to address special dietary restrictions or accommodate those with severe food allergies. This must be discussed with Administration prior to moving into La Rosa.

Effective July 1, 2015

- Assisted Living Breakfast \$ 120.00 per month (\$114.29 + \$5.71 GST)
- Guest/Visitor Breakfast \$ 6.00 per meal (\$ 5.71 + .29 GST)
- Guest/Visitor Lunch \$ 8.00 per meal (\$ 7.62 + .38 GST)
- Guest/Visitor Dinner \$ 10.00 per meal (\$ 9.52 + .48 GST)
- Room Service delivery \$ 3.00 per meal (\$ 2.86 + .14 GST)

Personal Laundry Services

- Personal clothing laundered weekly \$35.00 per month (\$33.33 + 1.67 GST)

Housekeeping

- Extra cleaning of suite ____ hours per week \$_____per month

Transportation not related to medical appointments.

Activities: most are free to Residents.

- Special outings or activities may require a fee. Residents will be notified when the activity is posted if there is an addition fee to offset costs.

Other Special Supplies, Equipment or Services – discuss with Administration to determine any additional charges:

Total Cost of Additional Monthly Services Requested \$_____per month

Signature of Resident or Responsible Party

Signed _____ (Date) _____

⁵ Includes meals and housekeeping – only Private Pay.



Unit Number _____

SCHEDULE "C" BUILDING RULES AND REGULATIONS

When in doubt about what is expected discuss the issue with Administration.

- Residents will supply their own cleaning products when using the laundry facilities. Use of washers and dryers are provided at no extra charge on each floor but are strictly for the use of Residents. The equipment can only be used for lightly soiled items and not for laundering items with paint/grease/oil or for dyeing or other use.
- The private dining room may be booked for family functions by contacting Administration.
- Stoves, Hot Plates, Toasters, and Toaster Ovens **are not permitted** in resident Units. La Rosa Gardens must approve all electrical appliances for use in resident's Units.
- Electric kettles must have an automatic shut off feature.
- A hair salon is available for pre-arranged appointments. Appointments are made with the salon operator and fees/charges arranged between the Resident and salon operator.
- Motorized Scooters are not permitted inside the building. Scooter parking and charging stations are available (for residents only).
- Each Resident is given a key to their own mailbox. Mail is distributed to the boxes daily, Monday – Friday. Outgoing mail may be dropped off at the designated location.
- Stamps may be purchased (small quantities) at the reception desk.
- The Unit monthly telephone bill is the responsibility of the Resident. Hook-up charges are also the responsibility of the Resident.
- Monthly cable bill for other than the basic level is the responsibility of the Resident.
- Smoking is not allowed in individual Resident Units or on balconies. There is no smoking allowed in any public area of the building, including corridors. In the interest of the safety of all residents, Residents will be required to smoke only outside the building in designated areas.
- Use of alcoholic beverages in the Resident's Unit is the Resident's personal choice so long as the Resident does so responsibly. Residents and/or their guests must not be in public areas if intoxicated.
- Use of illegal substances/drugs is not tolerated and is grounds for termination.



Unit Number _____

- You must check with Administration before taking up residence if you have a pet. There are restrictions on the number of pets that can reside at La Rosa at any one time. Under some circumstances, pets are allowed. Residents will be asked to read and sign the Pet Policy prior to their pet being accepted. A \$500 damage deposit in addition to the security deposit is required. Residents are responsible for the appropriate care and feeding of their pet. Each pet requires a leash or method of restraint when outside the Resident's Unit. Pets may be walked outside around the building perimeter. Pet owners are responsible for picking up and disposing of all pet excrement. Visiting Pets are by arrangement with Administration only. La Rosa has a zero tolerance policy for abuse or neglect of any pet. Staff will not undertake the care and feeding of Resident's pets.
- There are no "visiting" restrictions for a Resident's family and friends. Residents may have overnight guests. However, Fire regulations require that Administration be aware of how many people are in the building overnight. Please inform Administration if you have overnight guests. If you have frequent overnight visitors or long-stay visitors you must check with Administration on restrictions and other requirements before guests are allowed to stay. There may be a surcharge due to the increased cost of utilities and wear/tear on the building.
- Main doors to the building are open from 7:00 am to 8:00 pm. Access to the building at other times is by key. Visitors must pre-arrange with the Resident if they wish to access the facility after hours. Never allow entry to persons you do not know.
- Concerns with meal service, activities, or other general issues may be brought forward to the Resident Meeting where all residents in the building are invited to attend and participate in discussion. Meetings are usually held every 3 months.
- There are emergency procedures to follow in case of fire/smoke and fire drills are conducted regularly. You will be given written instructions and shown where the fire alarms and exits are within the building, and where you are to gather outside.
- Each Resident has access to all common areas of the building and use of all amenities. Visitors may only use the amenities when accompanied by the Resident. The Resident is responsible for the supervision of all visitors including children.
- Maintenance requests for repair to a Unit are made to the staff on duty. Maintenance assistance on move-in (e.g. hanging pictures), can be arranged through the staff.
- Parking is available to residents who have an insured vehicle and a valid driving license if there is a space available. Visitor parking is available.
- Resident vehicles must be maintained in a good drivable state of repair.



Unit Number _____

SCHEDULE "D" STATEMENT OF RESIDENTS' PERSONAL RIGHTS AND RESPONSIBILITIES

Rights

- Each Resident has the right to be respected as an individual, with individual needs, preferences, cultural background and autonomy.
- Residents have the right to make decisions about their actions and services even when those decisions may put them at an increased risk.
- Residents have a right to form or join a Resident Council, to provide collective input into the decisions that affect the quality of life and services within La Rosa.
- Each Resident has the right to privacy not only of space but also of information. Any information provided by the Resident will be held in the strictest confidence.
- Each Resident has the right to direct the services they receive.
- Residents have the right to live in a safe and secure environment.
- Residents have the right to services, which are provided by qualified staff.
- Residents have the right to full disclosure of accurate information in an understandable manner and format prior to moving into the building regarding:
 - Services.
 - Service arrangements.
 - Fees and payment arrangements.
 - Rules and regulations regarding Resident conduct and responsibilities.
 - Occupancy criteria and criteria for exit.
 - Residency agreements.

Responsibilities

- Residents are responsible for their social behavior within the bounds of their capacities.
- Residents are responsible to not put other residents or staff at risk for physical or emotional harm.
- Residents are responsible for directing and participating in all decisions and activities of their daily life within the boundaries of their capacity to do so.
- Residents are responsible to enter into Negotiated Agreements in specific situations where their actions place them at a significant and predictable degree of risk.
- Residents are responsible to maintain harmonious relationships with Independent Living neighbors and to individually resolve differences when they arise.
- Residents are responsible to notify kitchen staff in advance of guests/visitors joining them for meals (24 hr. advance notice is reasonable).
- Residents are responsible for the costs of living, as they would reasonably have at home. These include the cost of housing (rent), meals, telephone, clothing, and products for personal use and enjoyment.