Sample Assisted Living Residency Agreement

Annotated for families - prepared by CareCheck - assistedlivingcheck.com

READ THIS FIRST

This is a SAMPLE, written to show how an assisted living residency agreement is usually put together and what to look for in each part. It is not a real agreement, not a blank template, and not legal advice.

There is no national standard form. Every community writes its own agreement, so yours will look different. Do not sign this document. Use it only to understand the one your community gives you.

"Maple Grove Senior Living" and everyone named here are invented. The prices are illustrative.

Throughout this sample, the teal "What to check" notes point out the clauses that most often affect what a resident actually pays or what happens if things change. Take the equivalent questions to your community in writing before anyone signs.

The document at a glance

- Who the parties are, and who is signing
- The apartment and the base monthly fee
- What the base fee includes - and what it does not
- Care services, care levels, and how they are priced
- Additional and third-party charges
- How and when fees can increase
- Move-in fees and deposits, and which are refundable
- Notice to leave, involuntary discharge, and refunds
- Responsible party, arbitration, and governing law

RESIDENCY AGREEMENT

Maple Grove Senior Living - 482 Kestrel Lane, Fairview, OR 97024

This Residency Agreement ("Agreement") is entered into as of ____________, 20____ between Maple Grove Senior Living LLC, doing business as Maple Grove Assisted Living ("Community"), and the Resident named below, together with the Responsible Party who signs below, if any.

1. Parties and Signatories

Resident: ______________________________. Anticipated move-in date: ____________. Responsible Party (if any): ______________________, signing as (check one): [ ] agent under a power of attorney [ ] personal guarantor.

> **What to check**
> The Community's legal entity is often a holding company, not the brand on the sign - confirm the exact name. In the signature block, a Responsible Party who signs as a personal guarantor may be agreeing to pay the Community from their own money. Sign as agent under a power of attorney unless you intend to take on that obligation.

2. The Apartment and Base Monthly Fee

The Resident will occupy Apartment ______ (____-bedroom). The Base Monthly Fee for this apartment is $__________ per month, due on the first day of each month.

A second person occupying the same apartment is charged an additional $________ per month.

> **What to check**
> Pin this to the specific apartment, not the "starting at" price in the brochure. Ask for the base fee and the full fee schedule for the actual unit, in writing.

3. What the Base Monthly Fee Includes

The Base Monthly Fee includes: rent for the apartment; three meals daily; weekly housekeeping; weekly flat-laundry of bed linens; scheduled group transportation within a __-mile radius; basic cable; and all utilities except personal telephone and internet.

Services not listed above are not included in the Base Monthly Fee and are billed separately. Personal laundry, if elected, is $______ per month.

> **What to check**
> The list of inclusions is the reference point for every later charge. Watch for a service described as "included" here but priced in the fee schedule or brochure - that gap is worth a written question.

4. Care Services and Care Levels

Care services are provided based on a Care Level set by the Community's assessment of the Resident's needs. The Care Levels and the corresponding monthly Care Fee are:

- Level 1 (minimal assistance): $______ per month
- Level 2 (moderate assistance): $______ per month
- Level 3 (extensive assistance): $______ per month
- Level 4 (comprehensive assistance): $______ per month

Medication management, when ordered, is $______ per month in addition to the Care Fee. Two-person transfer assistance, when required, adds $______ per month.

The Community reassesses the Resident's Care Level at least every six months, on a change in condition, and after any hospitalization. The Community determines the Care Level in its reasonable discretion. A change in the Care Fee takes effect on the first day of the month following written notice to the Responsible Party.

> **What to check**
> This is usually the second-largest line after rent, and it can move without a new signature. Ask who decides a level change, how much notice you get before the higher fee starts, and to see the assessment tool itself.

5. Additional and Third-Party Charges

The following are billed in addition to the Base Monthly Fee and the Care Fee when used: incontinence supplies (billed per the care plan); escort to and from meals; personal transportation beyond scheduled trips, at $______ per trip; guest meals; beauty and barber services; and any services delivered by third-party providers (for example, physical therapy, hospice, or a private-duty aide), which the Resident or the Resident's insurer pays directly.

> **What to check**
> Ask for a sample itemized invoice for a resident at a similar care level. "Determined by the care plan" means the amount is not fixed here - get the current rate in writing.

6. Rate Increases

The Community may increase the Base Monthly Fee and any other charges on ______ days' written notice, not more than ______ time(s) per calendar year. [Optional: The annual increase to the Base Monthly Fee will not exceed ______%.] Care Fees may change at any time following a reassessment, as described in Section 4.

> **What to check**
> Find the notice period, how often fees can rise, and whether there is any stated cap. Many agreements set no maximum. If the cap clause is bracketed or blank, there is no cap - model your three-year cost accordingly.

7. Move-In Fees and Deposits

Before or at move-in the Resident pays: a Community Fee of $______ (one time; refundable only if move-in does not occur, and only in part); a Security Deposit of $______ (refundable, less the cost of damage beyond normal wear, within ______ days of move-out); an Assessment Fee of $______ (non-refundable); and the first month's fee, prorated from the move-in date.

> **What to check**
> Confirm which of these come back and on what timeline. The Community Fee is usually the largest and usually non-refundable. If you received a written offer waiving or reducing a fee, check that the number in this Agreement matches it.

8. Notice to Leave, Involuntary Discharge, and Refunds

The Resident (or Responsible Party) may end this Agreement on ______ days' written notice. Fees are charged through the end of the notice period. [Optional: The final month is / is not prorated.]

The Community may end this Agreement, on ______ days' written notice, if: the Resident's needs exceed what the Community is licensed to provide; the Resident's conduct poses a documented risk to others; fees are unpaid ______ days past due; or the Community ceases operation of assisted living. The Community will provide a written discharge notice stating the reason and will cooperate with discharge planning.

On move-out, the Community refunds any prepaid fees for days not used [if the final month is prorated], returns the refundable portion of deposits within the period stated in Section 7, and provides a written accounting.

> **What to check**
> Read this before anything else if cost is a concern. Compare the notice the resident owes with the notice the Community owes. Ask what is refunded for a mid-month move-out or a long hospital stay. If a discharge notice ever arrives, your state's Long-Term Care Ombudsman can help you review or appeal it.

9. Responsible Party

The Responsible Party agrees to: use the Resident's funds and benefits to pay amounts due; provide financial information reasonably needed to establish the Resident's ability to pay; and give notice of a change in the Resident's condition or resources. [Optional and negotiable: The Responsible Party personally guarantees payment of amounts due.]

What to check

Federal law bars a community from requiring a third-party guarantee as a condition of admission. If a personal guarantee clause is present, ask for it to be removed or limited to using the Resident's own funds. Have an elder-law attorney read this section.

10. Arbitration and Dispute Resolution

[Optional: Any dispute arising out of this Agreement will be resolved by binding arbitration, and the parties waive the right to a jury trial and to participate in a class action.]

What to check

An arbitration clause does not change the monthly bill, but it changes what happens if something goes wrong. Signing it is often optional - ask whether admission depends on it.

11. Governing Law and Other Terms

This Agreement is governed by the laws of the State of ____________. It is the entire agreement between the parties and may be amended only in writing signed by both. If any provision is unenforceable, the rest remains in effect.

What to check

Assisted living is regulated state by state, and the same term can mean different things in different states. Your state licensing or health department publishes the disclosure rules and the community's inspection history.

12. Signatures

Resident: ______________________________   Date: ____________

Responsible Party: ______________________   Date: ____________

Signing as: [ ] agent under power of attorney   [ ] personal guarantor

Community representative: _________________   Date: ____________

How to use this sample

1. Read your community's actual agreement with this sample beside it. The section order will differ; the substance usually maps across.

2. For each "What to check" note, write the equivalent question for your community and ask for a written answer before anyone signs.

3. Read the agreement together with the fee schedule for the specific apartment and any written offer. The real cost is rarely on one page.

4. Take the responsible-party, arbitration, and discharge sections to an elder-law attorney if anything is unclear. Your state's Long-Term Care Ombudsman can also help, at no cost.