

# BIG PINEY / MARBLETON SENIOR HOUSING

## RESIDENCY AGREEMENT

*This is a legal contract. Please read carefully before signing.*

RESIDENT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ CELL: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

RESIDENT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ CELL: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

The terms of this agreement are as entered below:

RESIDENT(S): (List all persons who will occupy the unit): No person other than the Resident(s) entering into this Agreement shall be permitted to occupy the Residence without the express written permission of Big Piney / Marbleton Senior Housing.

\_\_\_\_\_  
\_\_\_\_\_

STREET ADDRESS OF UNIT: \_\_\_\_\_

STARTING DATE OF RESIDENCY AGREEMENT: \_\_\_\_\_

DURATION OF LEASE: Month to Month

- 30-Day notice required prior to surrendering residence
- Security Deposit \$400.00
- Rent is due on or before the 1<sup>st</sup> of the month, late after the 10<sup>th</sup> of the month
- Monthly Rent: Circle one: One Bedroom: \$500.00 Two Bedroom \$800.00
- Late Fee: \$50.00 if paid after the 10<sup>th</sup> of the Month
- Utilities paid by resident(s): Electric, Gas, Satellite, Internet and Phone
- Utilities paid by housing: Sewer, Water and Trash
- Make checks payable to: **Senior Housing, PO Box 339, Big Piney, WY 83113**

Management initials: \_\_\_\_\_

Resident(s) Initials \_\_\_\_\_

## TERMS OF RESIDENCY AGREEMENT

1. **OCCUPANCY AND USE:** One person on this lease must be 60 years old to be a resident. All residents who live in the unit must be listed. No one other than those listed above as resident(s) may live in the unit. The unit must be used only for residential purposes. Overnight guests or visitors have a 3-day limit without manager approval. No babysitting on a daily bases in the unit.
2. **RENT:** Rent is due and payable in full on or before the first day of each month. Since time is of the essence in the payment of rent, a \$50.00 late fee will be added for every rent payment received by the manager, or postmarked after the 10<sup>th</sup> day of the month. **Even though a late fee is charged, management does not condone the late payment of rent.** Please put your unit number on your check or money order to assure proper credit. **NO CASH WILL BE ACCEPTED.**
3. **ADDITIONAL RENT AND RETURNED CHECK FEE:** Resident(s) will pay additional rent of \$50.00 if rent is not received on or before 5:00 pm on the 10<sup>th</sup> of the month. Resident(s) will pay a fee of \$30.00 for a returned check.
4. **WHO IS RESPONSIBLE FOR RENT:** Each resident is individually responsible for paying the full amount of rent and any other money owed.
5. **RESIDENT(S) PROMISES:** 1. Not to damage or misuse the premises or allow his/her guests to do so; 2. Not to make any alterations or additions or remove any fixtures or to paint the premises without written consent of management; 3. To keep the unit clean and tidy; 4. Not to use the premises in any way that is unlawful or dangerous; 5. Not to use or store on or near the premises any flammable or explosive substances; 6. Notify management of all breakage, defacements and damage caused by their acts including but not limited to stoppage of waste pipes or overflow of bathtubs, sinks and/or toilets; you will be responsible for these costs; 7. To keep the yards and premises free of any debris, and or material that may become unsightly to the appearance of the building and yard; 8. To close all windows and doors to prevent damage from wind, rain and snow; 9. **TO GIVE WRITTEN OR VERBAL NOTICE TO MANAGEMENT OF ANY NECESSARY REPAIRS TO BE MADE.**
6. **PETS:** Resident(s) may have one (1) animal or pet on the premises WITH MANagements APPROVAL. The pet agreement must be signed and attached with a four hundred dollar (\$400.00) nonrefundable pet fee and immunization record. Resident(s) are responsible for cleaning up after their pet or that of their guest.
7. **MANAGEMENT RIGHT TO ENTER:** Management shall have immediate access to your unit in an emergency or in the absence of an emergency; upon notice, in order to inspect or make necessary repairs or alterations. During the last thirty (30) days of your lease we have the right to show the unit to prospective tenants and during the last ten (10) days of the lease have the right to prepare your unit for the upcoming resident(s); should we find it necessary to do so. At a minimum all units will be inspected yearly.
8. **RENTERS INSURANCE – DAMAGE OR INJURY TO RESIDENT(S) OR THEIR PROPERTY:** Resident(s) and their guests agree to make no claims against the management (Owner) on account of any loss by fire, water, gas, electrical wires, etc., within said premises.

Management initials: \_\_\_\_\_

Resident(s) Initials \_\_\_\_\_

TERMS OF RESIDENCY AGREEMENT CONTINUED

Management recommends that the resident(s) obtain renter's insurance to protect themselves against any injuries or damage they may suffer.

- 9. NOTICE OF DANGEROUS CONDITIONS:** Resident(s) agree to promptly notify management of any conditions in the unit that are dangerous to health and safety, or which may do damage to the premises or waste utilities.
- 10. SUBLEASING:** Resident(s) will not sublet the unit or any part of it.
- 11. TERMINATION OF RESIDENCY:** If resident(s) wishes to terminate this agreement resident(s) must give 30 days' written notice prior to the termination date. If no notice is given prior to the termination date of this agreement, this agreement shall carry through the full duration of the month to month under its original terms and conditions.
- 12. TERMINATION OF RESIDENCY DUE TO COMPROMISED CAPACITY:** In the case of any significant change in resident(s) physical, mental or psychological condition which alters their ability to meet independent guidelines as outlined in this lease, resident(s) agree to relocate within 30 days.
- 13. REIMBURSEMENT BY RESIDENT(S):** Resident(s) agrees to reimburse management promptly for any loss, property damage, or cost of repairs or service caused by misuse by resident(s), or their guests. Resident(s) also agree to reimburse management for all costs incurred incidental to the misuse or neglect, such as attorney fees, cost to re-rent, etc.
- 14. VACATING:** Resident(s) agree to give thirty (30) day notice. The rent payment in full must accompany this notice.
- 15. VEHICLES:** Resident(s) agree to two (2) vehicle limit kept on the premises, they must be licensed and operable. If vehicles do not operate or are unlicensed they will be towed away at the expense of the resident(s). Resident(s) agree to park vehicles in assigned area (in front of their own unit and garage) and to keep the space clean. Resident(s) also take responsibility for where their guests park.
- 16. DRAINS:** As of the date of this agreement, management warrants that the unit sewage drains are in good working order and that they will accept the normal household waste for which they are designed. Resident(s) agrees to pay for all clearing of the drains of any and all stoppages except those which a plumber, who is called to clear the stoppage, will attest in writing were caused by defective plumbing, tree roots, or are beyond the control of the resident(s).
- 17. TRASH AND EXCESS TRASH:** Resident(s) agrees that all garbage must be enclosed or bagged before disposal. Resident(s) agrees to pay for any extra charges incurred by the management for the removal of such items as: tires, broken appliances, damaged furniture, Christmas trees, and any other items that will cause an extra charge for removal.
- 18. LOCKS AND LOCKOUTS:** Resident(s) agrees that they will not change locks on any door. Should resident(s) lock themselves out of their unit and are unable to gain access through their own resources, they should call management to let them in. Resident(s) are responsible for all charges and damages involved.
- 19. PEACE AND QUIET:** Resident(s) agrees not to conduct their self in a loud, unruly or thoughtless manner so as to disturb the rights of the other residents to peace and quiet, or to allow their guests to do so. Resident(s) agrees not to play music, TV, stereo

Management initials: \_\_\_\_\_

Resident(s) Initials \_\_\_\_\_

equipment or any other noise device loud enough to be heard by other residents. The 10:00 pm Quiet ordinance will be enforced.

#### TERMS OF RESIDENCY AGREEMENT CONTINUED

- 20. RULES AND REGULATIONS:** Management may adopt rules and regulations that shall be attached to this agreement and incorporated into it. Management may make reasonable changes in these rules at any time by giving resident(s) written notice. No oral agreements may be made.
- 21. EVICTION:** If resident(s) violate any of the terms of this agreement, resident(s) will be evicted immediately and without prior notice. If resident(s) is evicted but does not move out voluntarily, management may bring an eviction action. If a resident becomes a nuisance or problematic to other residents; management may have cause for eviction. Illegal drug violations, use, sale or manufacture will be cause for immediate eviction.
- 22. CONFORM TO STATE LAWS:** This agreement shall conform to all state laws and shall be enforceable under the laws of the State of Wyoming. If any item in this agreement is found to be contrary to any law, that item shall become null and void, and it shall not affect the validity of any other item in this agreement.
- 23. ENTIRE AGREEMENT:** As written, this agreement constitutes the entire agreement between resident(s) and management. They have made no further promises of any kind to one another, nor have they reached any other understandings, unless written and signed by all parties and attached to this lease agreement.
- 24. SECURITY DEPOSIT:** The security deposit listed in the agreement will be returned to the resident(s) if all of the following conditions are met: 1. Proper notice to vacate the premises was given to management as stated in this agreement; 2. No damage to property except normal wear and tear; 3. Entire property including but not limited to range, bathrooms, closets, sinks, cabinets, and refrigerator are cleaned prior to vacating and in good working order; 4. No outstanding late charges or delinquent rents; 5. All keys returned; 6. All debris, rubbish and discards are placed in proper disposal containers; 7. Forwarding address left with management; 8. In compliance with the terms of this agreement, resident(s) also agrees that the security deposit may not be applied as part of the last month's rent and understands that the security deposit will not be returned until the premises have been vacated and inspected by management; 9. **Professional carpet cleaning only. No rented units or personal cleaners should be used at any time;** 10. Resident(s) shall set up an appointment with management to perform the final Tenant-Landlord Inspection, must be initialed and dated.
- 25. SMOKE DETECTORS:** Resident(s) agrees to allow management to check smoke detectors on a monthly basis and to replace batteries if needed. Resident(s) also agrees to notify management immediately if smoke detector needs batteries replaced.
- 26. SCREENS, STORMS AND WINDOWS:** Resident(s) agrees that they are responsible for damage to all screens, storms and windows and shall make repairs if damaged by their actions or their guest's actions at the cost of the resident(s).
- 27. RIGHT TO ADJUST RENT:** Management has the right to adjust rents with a 60-day notice given to resident(s) before increase.
- 28. ALL COMPLAINTS MUST BE SUBMITTED:** To management in writing for review by Board of Directors. Emergent or serious complaints should be taken to management as quickly as possible.

Management initials: \_\_\_\_\_

Resident(s) Initials \_\_\_\_\_

# RESIDENCY AGREEMENT- RESIDENT EMERGENCY CONTACTS

RESIDENT: \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_

RESIDENT: \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_

ADDRESS: \_\_\_\_\_ MOVE IN DATE \_\_\_\_\_

RESIDENT 1: PHONE NUMBER \_\_\_\_\_ CELL \_\_\_\_\_

RESIDENT 2: PHONE NUMBER \_\_\_\_\_ CELL \_\_\_\_\_

## RESPONSIBLE PARTY – EMERGENCY CONTACT INFORMATION

List in the order in which you want contacted

First: \_\_\_\_\_  
Name Relationship

\_\_\_\_\_ Address Phone Number

\_\_\_\_\_ City State Zip

Second: \_\_\_\_\_  
Name Relationship

\_\_\_\_\_ Address Phone Number

\_\_\_\_\_ City State Zip

Third: \_\_\_\_\_  
Name Relationship

\_\_\_\_\_ Address Phone Number

\_\_\_\_\_ City State Zip

Management initials: \_\_\_\_\_

Resident(s) Initials \_\_\_\_\_

# TENANT LANDLORD INSPECTION SHEET

Lease Start Date		Lease End Date	
Name of Landlord or Property Manager		Telephone Number	
Address for Mail			
Unit Address			
<b>MOVE IN INSPECTION</b>		<b>MOVE OUT INSPECTION</b>	
Move In Date		Move Out Date	
Inspected By		Inspected By	
Inspection Date		Inspection Date	
Summary Rating 1 lowest to 4 highest	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4	Summary Rating 1 lowest to 4 highest	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4
<b>BEDROOM 1</b>			
Walls/Ceiling			
Windows/Blinds			
Carpet/Floors			
Furniture			
<b>BEDROOM 2</b>			
Walls/Ceiling			
Windows/Blinds			
Carpet/Floors			
Furniture			
<b>BATHROOM</b>			
Tiles/Shower			
Counter/Sink/Mirror			
Walls/Ceiling			
<b>KITCHEN</b>			
Walls/Ceiling/Floor			
Windows/Blinds			
Counter/Sink			
Stove/Microwave			
Refrigerator			
<b>FAMILY ROOM</b>			
Walls/Ceiling/Floor			
Windows/Blinds			
Furniture			
<b>GARAGE</b>			
Walls/Ceiling/Floor			
<b>EXTERIOR</b>			
Porch East			
Porch West			
Other			

Management initials: \_\_\_\_\_

Resident(s) Initials \_\_\_\_\_

## RESIDENCY AGREEMENT - PET POLICY

Resident desires to have a pet in the unit; being their own or that of a guest, and management consents on the following terms and conditions:

- A. Resident must be able to manage all aspects of pet care independently; including grooming and flea control, keeping unit free of odor and mess.
- B. Resident may have only one pet in the unit, and it will be a dog, cat, bird, or other domestic animal as permitted by the Joint Powers Board and Managements sole discretion.
- C. Resident will maintain and provide evidence to management of, current and proper immunizations of the pet (**this includes a pet of the resident(s) guest**), in accordance with the laws, regulations and health customs of the Town of Marbleton. Residents must complete and submit all documentation to management prior to the admittance of the pet into the housing unit.
- D. Resident will prevent the pet from causing any disturbance which would constitute a breach of the covenants of the quiet enjoyment of the community residents. When the pet is not within the unit it will be, at all times, under physical restraint or leash and under the immediate supervision and responsibility of the Resident.
- E. Resident will be liable for injury and damage to the premises caused by the pet and will be held liable for professional cleaning, shampooing, pest eradications and deodorizing of the unit, and if needed replacement of the carpet(s).
- F. Upon signing Resident agrees to pay a onetime, **non-refundable pet fee of four hundred dollars (\$400.00)**.
- G. A breach of these conditions shall allow management, after providing all reasonable accommodations, to terminate this residency agreement or give resident(s) notice to remove the pet from the property.

*With respect to the above, Residence Manager/Board will follow all regulations regarding a bona fide service animal.*

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

Management initials: \_\_\_\_\_

Resident(s) Initials \_\_\_\_\_

PERSONAL PROPERTY RELEASE AND REPRESENTATIVE  
RESPONSIBLE FOR PERSONAL PROPERTY

I \_\_\_\_\_: Give my full permission for all of my personal belongings and any belongings in my possession to be released in the case of my lease agreement termination. (Death, moved out for long term health needs, or in the case of abandonment).

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Resident Signature: \_\_\_\_\_

Resident Signature: \_\_\_\_\_

Representative: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

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

Second Choice: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

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

WE HAVE THE RIGHT TO DISPOSE OF PROPERTY IF NAMED REPRESENTATIVE DOES NOT CARRY OUT THEIR RESPONSIBILITY WITHIN A TWO WEEK (14 DAY) PERIOD.  
*(Unless special arrangements have been made in writing with manager's approval).*

Management initials: \_\_\_\_\_

Resident(s) Initials \_\_\_\_\_



## REPRESENTATIVE RESPONSIBLE FOR PERSONAL PROPERTY

I \_\_\_\_\_ do give my consent to:  
\_\_\_\_\_ (Name)

As the responsible party to take care of all my personal possessions and property in the case of eminent need or (death).

Resident Signature: \_\_\_\_\_

Resident Signature: \_\_\_\_\_

I AM AWARE I HAVE 14 DAYS TO VACATE THE PROPERTY FROM THE PREMISES AFTER BEING NOTIFIED. (*Unless prearranged in writing with manager's approval*).

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

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

Responsible Party: \_\_\_\_\_ Date: \_\_\_\_\_

Responsible Party: \_\_\_\_\_ (Printed Name)

Two contact phone numbers: \_\_\_\_\_

Address: \_\_\_\_\_

Management initials: \_\_\_\_\_

Resident(s) Initials \_\_\_\_\_

## RESIDENCY AGREEMENT – NO SMOKING

Resident(s) agrees to our no smoking policy. Resident(s), guests, visitors or family may not smoke tobacco products while inside the home or garage.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Resident Signature \_\_\_\_\_

Resident Signature \_\_\_\_\_

Management initials: \_\_\_\_\_

Resident(s) Initials \_\_\_\_\_

RESIDENCY AGREEMENT – SPECIAL ARRANGEMENTS

This special arrangement by and between Management and Resident(s) are hereby incorporated into the Residency Agreement as follows:

\_\_\_\_\_

- 1.
- 2.
- 3.

Resident(s) acknowledges and understands that any special arrangements to which the parties have agreed above may have limitations. The special arrangements may be terminated if resident(s) violates the terms of this special arrangement. Additionally, the terms of the special arrangements, if not met, may also cause the Residency Agreement to terminate.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Resident Signature: \_\_\_\_\_

Resident Signature: \_\_\_\_\_

Management initials: \_\_\_\_\_

Resident(s) Initials \_\_\_\_\_

## ASSET VERIFICATION

**Return Form To:**

Property:	Senior Housing
Address:	PO Box 339
City, State, Zip:	Marbleton, WY 83113
Fax:	307-276-4030
Phone:	307-260-3134

Applicant:	
Address:	
City, State, Zip:	
SSN:	
Phone:	

In order to determine eligibility for our housing community, the housing provider identified above is required to independently verify all sources of income and asset information for the applicant/resident whose authorized signature appears below.

*I hereby authorize the release of the requested information*

\_\_\_\_\_ Date

Resident

\_\_\_\_\_ Date

Resident

### ASSETS

***List all sources of assets. Include all checking, savings accounts, CD's, IRA's, Interest in Real Estate***

BANK/INSTITUTION NAME	ASSET HELD	ACCOUNT #	BALANCE

Management initials: \_\_\_\_\_

Resident(s) Initials \_\_\_\_\_

# NOTICE AND CONSENT FOR THE RELEASE OF INFORMATION

**Housing Community Name:** Big Piney / Marbleton Senior Housing

**Owner/Management Agent Requesting Information:** Big Piney / Marbleton Joint Powers Board

By signing this consent form, I am authorizing the Housing Community or Owner/Management Agent of the housing community for which I am applying to obtain information from a third party about me. I understand that the purpose of this information is to determine my eligibility for housing. I understand that this information can include and is not limited to information regarding my income, assets and credit bureau report which may affect my eligibility.

I further understand that income information obtained from these sources will be verified according to the initial information which I have provided on my original application for housing.

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

*In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, age, disability, religion, sex, and familial status. To file a complaint of discrimination, write USDA, Director of Civil Rights, at 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-5964 (TDD).*

Management initials: \_\_\_\_\_

Resident(s) Initials \_\_\_\_\_

## INDEPENDENT LIVING GUIDELINES

**Mobility:** Capable of ambulating without assistance. Able to evacuate in an emergency. Independent with wheelchair, cane or walker.

**Housekeeping:** Can do laundry and cleaning independently.

**Bathing / Dressing:** Can bathe and dress independently.

**Toileting:** Able to urinate and defecate independently with or without use of catheters, urostomy or colostomy.

**Feeding Yourself:** Prepares own meals, eats without assistance.

**Taking Medication:** Can self-administer medications.

**Mental Status:** Maintains ability to organize, communicate and meet daily needs. Remains oriented to time, person and place.

**Behavioral Status:** Deals with emotions appropriately, deals appropriately with others.

There may come a time when residents can no longer care for themselves in accordance with the above guidelines and must move to another facility. Big Piney / Marbleton Senior Housing is aware that this is a critical transition and will follow the ensuing procedures during any relocation.

Circumstances in which it is in the best interest of the resident to be relocated include, but are not limited to, the following:

- a. A determination that the resident can no longer function in an independent manner in a residence, and the resident requires additional assistance in activities of daily living, memory support or nursing care;
- b. A determination that the resident is unable to remain ambulatory (for purposes of this document, the term "ambulatory" is used to describe a person who is capable of demonstrating the mental competence and physical ability to leave a building without human assistance or supervision in case of emergency); or,
- c. A determination that the continued residency of the resident(s) at Big Piney / Marbleton Senior Housing would be harmful to either the resident(s) or other residents of this housing complex.

If we determine that you no longer qualify for independent living covered by this Lease you agree to be relocated in accordance with the decision. Big Piney / Marbleton Senior Housing will make a decision in the best interest of the resident, and the decision of Big Piney / Marbleton Senior Housing shall be final and binding. Resident(s) will have 15 days to come up with a plan of action and that plan must be submitted to the Big Piney / Marbleton Senior Housing Joint Powers Board. If the plan of action is not submitted

Management initials: \_\_\_\_\_

Resident(s) Initials \_\_\_\_\_

INDEPENDENT LIVING GUIDELINES CONTINUED

within 15 days Adult Protective Services shall be called in to assist the resident(s) in moving. The resident(s) only have a total of 30 days to relocate.

Big Piney / Marbleton Senior Housing shall not be responsible for the cost of relocating the resident(s).

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

Management initials: \_\_\_\_\_

Resident(s) Initials \_\_\_\_\_