



SOALMC, LLC (the "Owner") does enter into this Admission Agreement with:

\_\_\_\_\_ and \_\_\_\_\_  
Responsible Party Resident

To lease an unfurnished room in our Residential Care Home, ("Facility") at:

\_\_\_\_\_ 6684 Randolph Blvd, Live Oak, Texas 78233

\_\_\_\_\_ 6674 Randolph Blvd, Live Oak, Texas 78233

1. Owner

The Owner shall exercise such reasonable care toward Resident as his or her known condition may acquire, however, the Owner is in no sense and insurer of the Resident's safety or welfare and assumes no liability of such.

The Owner shall provide personal care on a non-discriminatory basis so that all residents are admitted and receive benefits and services without guard to race, religion, color, national origin, sex, age or handicap.

The owner shall not be responsible or liable for the loss or damage of any money, jewelry, documents or any other personal property or possessions. All articles retained in the Residents possession including dentures, eyeglasses, hearing aids, etc. shall be entirely the responsibility of the Resident and or his/her Responsible Party.

Records pertaining to the Resident shall be treated as confidential and properly safeguarded and shall be made available only to authorized persons and agencies.

The Facility is licensed by the Texas Department of Aging and Disability. The Owner shall be responsible for maintaining the facility in compliance with the relevant licensing standards as outlined by the Department of Aging and Disability. Licensed nurses and delegated supporting staff may administer medication and provide general supervision or oversight of the physical and mental well-being of Resident, including occasional nursing services consistent with the needs of individuals, enabling them to maintain their independence. The Resident or the Responsible Party may independently contract to have Home Health services provided in the Facility. This is at the expense of the resident or responsible party.

**Responsible Party Initial** \_\_\_\_\_

2. Resident or Responsible Party

The Resident and Responsible Party shall:

A. Be financially responsible for all rents, room charges and late payments charges due under

this agreement.

B. Arrange for the services of attending physicians of choice, as set forth in the admission record completed by the resident and a responsible party and a designated alternate to the contracted in the event the attending physician is unavailable. The arrangements will include commitment to see the Resident either by physician in the facility or through office visits for which transportation is provided by the Responsible Party. Transportation may be available for an additional fee.

C. Arrange for the Resident to have a physical exam within the period commencing 30 days prior to admission and ending 14 days after admission.

D. Provide limited spending money as needed by the resident. We discourage anything over \$5.00 for memory impaired patients.

E. Provide wash and wear clothing in sufficient quantities to keep the resident neatly dressed. All personal items must be labeled.

F. Be responsible for hospital charges and transportation to same if hospitalization of the Resident becomes necessary.

G. Be financially responsible for all physician's fees, medications, special equipment, oxygen and other services or aids ordered by the attending physician or agencies.

H. Arrange for only one member of the family to have authority over admission, care and discharge of the Resident.

I. Except all financial and legal responsibility for any private nurses engage in Resident's care. All special duty nurses or sitters will be expected to follow the rules and regulations of the owner and will be subject to dismissal for violations of such.

J. Set up a charge account with pharmacy of choice, however said pharmacy must have delivery service available unless Responsible Party will be providing all refills in a timely manner.

K. Be financially responsible for incontinent supplies including, but not limited to, incontinence briefs, protective pads, wipes and gloves.

L. Be financially responsible for all medical supplies and equipment, personal toiletries, vitamins, food supplements and other unusual food items or that was not included in our menu planning.

**Responsible Party Initial \_\_\_\_\_**

**3. Prescriptions:**

A licensed physician must prescribe all medications. The Resident and or Responsible Party will assume the cost. Arrangements for the purchase of medications from the pharmacy of your choice will be made when a Resident is admitted. All medications will be under security precautions as required by law. The Owner is authorized to order all medications required by the Resident from the Resident's designated pharmacy. Medications, including controlled drugs, will be released to the Resident or Responsible Party at discharge.

**4. Grant of authority:**

The Resident and/or Responsible Party hereby grant the owner the authority to:

- A. Have the resident visited by physicians, dentist, oral hygienist, podiatrist, physical therapist and any other person deemed necessary for the rendering of care to the resident.
- B. Allow the Resident to participate in any activities within the Resident's physical and mental capabilities. The Resident and Responsible Party release the Owner from any responsibility for the Resident during participation in any activity whether within or outside the facility. Advance notice for activities is seldom had so we cannot guarantee families that advanced notice to leave the Facility will be given.
- C. Discharge Resident if his/her required level of care progresses be on the level the owner is licensed to provide or comfortable providing.
- D. To permit the Resident to be moved, after proper notification, to a different room, when it is deemed necessary for the welfare of the Resident or other residents.

**Responsible Party Initial \_\_\_\_\_**

5. Monthly rate:

The monthly rate is based on the type and amount of care as described in the Admission Assessment. Should the Resident's condition change requiring more care, the monthly rate may increase or the Resident may be required to move to another facility or more appropriate care is available.

The Resident and Responsible Party jointly severally agree to make payments to the Owner (the "Rent") at the rate of \$ \_\_\_\_\_ per month ("Monthly Rate") during the term of this agreement and shall pay the Owner upon admission an amount equal to the monthly rate divided by the number of days in the month and multiplied by the number of days remaining in the month. Thereafter, the monthly rent shall be paid monthly in advance and shall be due on the first of each month. Aforementioned monthly rate is a permanent rate. Resident is not subject to rate increase for duration of stay.

Upon admission, a security deposit in the amount of \$ \_\_\_\_\_ is payable to cover the cost of any repairs needing to be made after the termination of this agreement. A \$1,500.00 administration fee is also applicable for all administration requirements to meet the needs of the resident documentation and processing. These fees are non-refundable upon termination of the contract.

If the Resident and/or Responsible Party have not paid the rent by the (3<sup>rd</sup>) third day after payment is due in the month in which it is due, \$250 late payment charge shall be added to the amounts owed by the resident and a responsible party to the owner. Should the rent not be paid by the (5<sup>th</sup>) fifth day of the month in which is due, and additional penalty of \$50 per day after the fifth will be added to all amounts owed by the Resident and/or Responsible Party to the Owner including rents, reimbursable expenses and late payment charges.

There is a \$50.00 fee for returned checks on top of late fees.

6. Default and Accelerations of Rents:

If the Resident and/or Responsible party fail to timely pay all rents due under this agreement or otherwise fails to comply with this agreement, for any reason, the Resident and/or Responsible Party will be in default and the Owner may terminate this Resident's rights to occupy the unit providing the resident and a

responsible party with at least (3) three days written notice. Notice maybe by any means permitted by section '24.005 of the Texas property code (such as mail, personal delivery, affixing notice inside mailbox main door) If the Resident and/or Responsible party breaches this Agreement, all rents which are payable during the remainder of this Agreement or any renewal period will be accelerated without notice or demand. Owner will attempt to mitigate any damages or loss caused by the Resident and a responsible parties' breach by attempting to re-let the unit to acceptable residents and reducing the Resident's and/or Responsible Party's liability accordingly. Unpaid rents and unpaid damages are reportable to credit reporting agencies. If the Resident and/or Responsible Party are in breach of this agreement, the Resident and/or Responsible Party will be liable for:

- A. Any lost rent;
- B. Owners cost of reletting the unit including brokerage fees, referral fees, advertising costs and any other fee necessary to re-let the unit;
- C. Repairs to the unit for use beyond normal wear and tear;
- D. All Owners' costs associated with eviction of resident, such as attorney's fees, court costs, and prejudgment interest;
- E. All Owner's costs associated with collection of rent such as collection fees, late charges, and return check charges; and
- F. Any other recovery to which the owner may be entitled by law

**Responsible Party Initial \_\_\_\_\_**

#### 7. Duration:

Either party may, without cause, terminate this Agreement by giving the other party 30 days written notice thereof. Refunds will not be given for vacating the facility prior to the expiration of a 30 day written notification period.

Notwithstanding the foregoing, in the event of death, or hospitalization of the Resident where they cannot return to the Facility, (a "terminating event") and if the Responsible Party and the resident are not in default of this agreement and all personal property of the Resident is removed from the facility, this agreement shall terminate. No refunds will be given once the monthly rate has been paid, allowing the family until the last day of the paid month to remove the Resident's personal effects from the room.

#### 8. Determination of Inappropriate Resident Status:

If Owner determines that a Resident has reached a point where their disease process, either physically, mentally or psychosocially, makes them ineligible for residence in the Facility as stated in the standards, the Responsible Party shall be notified of the need to move the Resident to a more appropriate facility and when such move shall occur a 30 day prior written notice to the Resident is a not required in this case, however the owner shall get the Resident and Responsible Party a reasonable amount of time to locate an alternate facility. If the residents behaviors pose an immediate threat to themselves or the welfare of others immediate discharge may be necessary.

**By signing below I agree to the terms here and I understand that this is a legally binding contract between Resident and/or Responsible Party and SOALMC, LLC.**

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

Resident Sign: \_\_\_\_\_ DOB: \_\_\_\_\_

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

Responsible Party Sign: \_\_\_\_\_ Relationship: \_\_\_\_\_

Facility Rep Name: \_\_\_\_\_ Date: \_\_\_\_\_

Facility Rep Sign: \_\_\_\_\_ Position: \_\_\_\_\_