

*NATORI HOME CARE  
SERVICES, LLC*

RESIDENT CONTRACT  
AGREEMENT

353 N. GOVERNORS AVENUE, DOVER, DE. 19904

*Phone:* (302) 883-3664

*Email:* [natorihomecare@gmail.com](mailto:natorihomecare@gmail.com)

[www:natorihomecare.com](http://www.natorihomecare.com)

Thank you for choosing to reside at **Natori Home Care Service Assisted Living Facility (“Natori”)**.

This is an Agreement between Natori and \_\_\_\_\_  
(referred singly or collectively as “You” or “Your”).

**Natori** is licensed by the State of Delaware as an Assisted Living Facility.

### **1. Admissions**

The parties to this Agreement understand that Natori provides lodging, board, housekeeping, personal care and supervision services to the resident in accordance with the laws and regulations of Delaware State. You understand and agree that Your age, application forms, statement of finances, health history and medical report, personal interview and emergency information records are a part of this Agreement, and any material misrepresentation or omission made by You of this information shall render this Agreement void at the option of Natori.

All residents, prior to move in, shall be interviewed and evaluated by Natori staff. This evaluation will determine eligibility for admission and level of service. No resident shall be admitted or retained for whom Natori does not have the capability or services to provide appropriate care in accordance with Natori policies, state regulations, and federal law.

Persons who will **not** be considered for admission are those who:

- Need 24-hour skilled nursing care and/or observation
- Pose a health or safety risk to other residents or staff of Natori
- Are bedridden for 14 (fourteen) consecutive days unless a physician certifies that despite the presence of this factor, the consumer’s needs may be safely met by a service agreement developed by Natori Management, the physician, a registered nurse and the resident

- Need transfer assistance by more than one person and a mechanical device unless special staffing arrangements have been made and allowed by the Natori Management.
- Have conditions that exceed the program capabilities of the assisted living agency.
- Presents a danger to self or others or engage in illegal drug use.

You authorize us to take whatever steps are necessary to meet your emergency medical needs, including the summoning of emergency medical professionals.

Natori will not discriminate and will comply with all Federal and State law with respect to age, race, color, national origin, ancestry, religion, sex, handicap, or disability.

## **2. Accommodations and Services**

Your monthly rate commences on \_\_\_\_\_, as of the date Natori shall provide the following accommodations and services to You, subject to the other terms, limitations, and conditions contained in this Agreement:

- Your selected room (see Attachment A)
- Daily meals
- Snacks and beverages
- Weekly housekeeping and linen service
- Utilities
- Organized leisure and recreation program
- Staff available 24 hours a day, seven days per week
- Transportation assistance
- Personalized care services

See Natori handbook for details and any limitations on all of the above.

**3. Fees**

**A. Move in Fee**

A one-time non-refundable move in fee of \$\_\_\_\_\_ will be collected at the time of or prior to signing this agreement. This fee is not a security deposit, and covers cost related to Your reservation, admission, apartment preparation, orientation to Natori and initial needs assessment.

Resident Initial: \_\_\_\_\_

Natori Initial: \_\_\_\_\_

**B. Monthly rate**

Your monthly rate is \$\_\_\_\_\_

Service Package \$\_\_\_\_\_

Total \$\_\_\_\_\_ per month

Resident Initial: \_\_\_\_\_

Natori Initial: \_\_\_\_\_

This rate is based on your room and Your service package selection which will best meet your needs. Natori staff and appropriate health care professionals will determine your level of care and required services, with your consultation. The monthly rate is due and payable in advance by the first (1<sup>st</sup>) day of each month. A late charge of \$300.00 will be assessed if the monthly rate is not paid by the fifth (5<sup>th</sup>) day of the month. If the monthly rate is not received, fees for legal and collection services may be charged. A \$50.00 fee for a returned check will be charged.

**C. Adjustments to Rates**

Natori reserves the right, upon 60-day prior written notice, to change the price for Your room or Your personalized plan of care.

However, should Your care need change, we reserve the right to adjust the service plan, subject to Your right to refuse any service, and the corresponding service

charges as outlined in the Resident Handbook, with or without notice, depending on the urgency of need.

**D. Ancillary Charges**

Other services and/or products, not included in the monthly rate described in the subparagraph B of this section, may be purchased at additional cost. See resident handbook for a list of these services and associated costs.

**E. Excluded Services**

You are responsible for private duty care, physician fee, and emergency services. Long distant phone calls are also excluded.

**4. Your Rights and Responsibilities**

**A. Resident Rights**

You acknowledge that You have been provided with a list of the Residents' Rights as listed in the resident handbook, and that a representative of Natori has explained these rights to You prior to or upon your admission.

**B. Resident Handbook**

You acknowledge that You have been provided with a Resident handbook containing the general policies and rules of Natori. You agree to abide by and observe these policies and rules.

**C. Liability for Damages**

The fixtures will be repaired and maintained by us at our cost and expense, provided such repair and maintenance is due to ordinary wear and tear. If the damage to such property is due to Your negligence or misuse, You agree to reimburse us for the cost of repair or replacement.

Natori's owner, operator(s), administrator(s), employees, agents, servants, licensees or representatives are not liable for loss, expense or damage to any person or property, unless due to such person's negligence.

**D. Sitter/ Private Duty Companion**

Should You need or desire assistance from a private duty companion or sitter, the sitter/private duty companion must abide by Natori's policy and procedures set forth for a sitter/private duty companion. You agree that before this person enters Natori, they must meet with The Natori Director for appropriate orientation. Should the private duty companion/sitter violate Natori's policy, Natori reserves the right to expel or remove the sitter/private duty companion from Natori. Please see the resident handbook for Natori's sitter/private duty companion policy and procedures.

**5. Change of Accommodations****A. Transfer within Natori**

If You choose to change rooms within Natori Assisted Living Facility(ALF), You will be responsible for paying the actual cost of labor and materials needed for cleaning the new room and for the move. If You choose to have Your new room redecorated, You will be responsible for the actual cost of labor and materials. You will be responsible for paying for any damages beyond normal wear and tear to your current room.

We reserve the right to relocate you to another room during the term of your occupancy upon proper advance written notice. The proper notice would not apply in the case of a change in financial status. In case there is a change of financial status, Natori may relocate You to another room immediately after giving You written notice.

In the case of emergency or other unforeseen circumstance which could threaten your health or safety, we reserve the right to temporarily relocate You to another room with or without notice.

**B. Transfer outside Natori**

In the event of an emergency situation which could make it unsafe or unhealthy to continue to provide services at the facility, the facility will make arrangements to temporarily relocate you to an approved Facility.

## **6. Apartment Hold**

If You are admitted to a hospital, skilled nursing facility or other health care facility Your room will be held until appropriate notice is given. To hold Your room, You will continue to be appropriately charged the monthly rate.

If You do not return, You or Your representative must provide to Natori a thirty day (30) written notice of intent to vacate, and You will be charged the monthly rate. After the (30) days period, the monthly will be continued to be charged until your room is fully vacated of all personal belongings.

## **7. Termination of Agreement**

### **A. By You**

You may terminate this Agreement at any time by giving written notice to Natori.

Your notice must identify the date when the termination is to become effective, which date must be at least thirty (30) days after the receipt of the notice.

So long as belongings remain in the room, the room is considered leased. If you fail to give thirty (30) days notice of intent to move out, you will be billed the monthly rate for the current after the room is vacant of all personal belongings.

### **B. By Natori**

With thirty (30) days written notice, Natori has the right to terminate this Agreement and your occupancy of the room for reason including, but not limited to:

- Failure to pay required monthly charges
- Failure to comply with Natori's rules and regulations as stated in the resident handbook.
- The facility ceases to operate

Natori has the right to terminate this Agreement and Your occupancy of the room on less than (30) days' notice if:

- Your physical or medical condition changes and you require a level of care which Natori is not able to provide
- Your health or safety are at risk or you are placing other people's health or safety at risk

If Natori terminates this Agreement, the letter of termination will indicate final day charged. You will be charged until room is vacant of all personal belongings.

### **C. Medical Condition/Change In Condition**

If this Agreement is terminated due to a medical condition or a change in condition requiring a higher or different level of care, the monthly rate will continue to be charged until the room is vacant of all personal beings.

### **D. Death**

In the unfortunate instance of death, we waive the required thirty (30) days' notice for Your estate. The monthly rate will continue to be charged until Your room is fully vacated of all personal belongings.

## **8. Resident Refunds**

Any credit created by the termination of this Agreement will be refunded. The refund check, if any, is mailed directly to the resident at the address provided by the resident or to his/her estate, in the event of death. The refund check will be mailed within thirty (30) days after vacating the room of all personal belongings.

## **9. Severability**

The provisions of this Agreement shall be severable and if any phrase, clause, sentence, or provision of this Agreement or its application is held to be invalid or unenforceable for any reason, the remainder of the agreement shall remain in full force and effect.



**10. Notice**

All written notices required by this Agreement shall be delivered either in person or by mail.

**11. Mediation/ Grievance**

Natori is committed to addressing, and resolving disputes with the Resident, and the Resident is encouraged to bring any concerns regarding the Resident’s stay or care to the Natori Director. Natori will work with the Resident and the family or other Resident representative to reach an amicable resolution. In the event an amicable resolution cannot be reached, Natori and the Resident agree to submit any dispute to nonbinding mediation, before a mutually agreed upon mediator that is unaffiliated with either party, before commencing any formal legal action. The obligation to mediate shall not be construed to interfere in any way with the Resident’s right of access to or communication with the Long-Term Care Ombudsman or any representative of the state agency charged with oversight of Natori.

My signature below as the Resident indicated that I have read, or had read to me, the provisions of this Agreement, that I enter into this Agreement voluntarily, that I agree to be bound by all of its terms, and that I have received a copy of this agreement for my own records, and that I have received a copy of the Residents handbook and Residents Rights for my own records.

Resident’s Name (printed): \_\_\_\_\_

Resident’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Legal Representative’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Natori Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Attachment A

### Condition of Your Room

Room: \_\_\_\_\_

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

You are free to decorate Your room as You wish, provided that You comply with the safety rules of Natori and any applicable state laws and regulations. You may not make any structural or physical changes to Your room, unless approved in writing by Natori. Any alterations or improvements shall become the property of Natori. You may not change any lock or add any lock to Your Room without the prior written consent of Natori.

While You occupy Your room, You agree to use it only as your personal residence. The room will not be:

- Used for any commercial or business purposes
- Subleased or this Agreement assigned

The condition and cleanliness of and existing damages to the Room are: **poor, good, excellent or other**

Walls \_\_\_\_\_

Floors \_\_\_\_\_

Windows \_\_\_\_\_

Countertops \_\_\_\_\_

Carpets \_\_\_\_\_

Drapes \_\_\_\_\_

Plumbing \_\_\_\_\_

Fixtures \_\_\_\_\_

Mirrors \_\_\_\_\_

Appliances \_\_\_\_\_

Adjustable bed \_\_\_\_\_

Other Furniture \_\_\_\_\_

Other Items \_\_\_\_\_

I have inspected the room described above and agree that the above description accurately reflects the current condition of the room.

Resident's Name (printed): \_\_\_\_\_

Resident's Signature: \_\_\_\_\_

Responsible Party's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Legal Representative's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Natori Representative's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Attachment B

### Comprehensive Authorization, Content and Release Form

#### RELEASE OF INFORMATION

YES OR NO

Authorization is hereby granted to release such professional information, in accordance with the policies of the facility, as may be necessary from the medical and administrative records compiled during Your stay. Natori Homecare Assisted Living is hereby released from all legal liability that may arise from the release of this information. This information may be used in the treatment, resident transfer, and for third party billing information.

#### AUTHORIZATION TO TAKE PHOTOGRAPHS

YES OR NO

I hereby authorize Natori to take my photograph for identification, medical purposes and during activity functions.

#### AUTHORIZATION TO HANDLE PERSONAL LAUNDRY

YES OR NO

I hereby authorize Natori Homecare Assisted Living and or sub-contractors to wash, dry, fold and/or hang my personal laundry. Natori requests that all personal clothing sent to the laundry are clearly marked/labeled with Your name.

Resident's Name (printed): \_\_\_\_\_

Resident's Signature: \_\_\_\_\_

Responsible Party's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Legal Representative's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Natori Representative's Signature: \_\_\_\_\_ Date: \_\_\_\_\_