

DrinkWater Family Services (DWFS)

Licensee Agreement

_____ I (licensee) understand that **THIS AGREEMENT IS NOT A LEASE.**

_____ I (licensee) understand that DrinkWater Family Services provides and pays for Utilities, furnishings, cleaning services and controls all keys to the premises and individual rooms

_____ I understand that if I violate any rules of the licensee agreement, **I may be considered a criminal trespasser and subject to arrest under State Penal Code, "Criminal Trespass"**

_____ I understand that rooming homes and innkeepers have broad authority to lien all property contained within the licensee room.

_____ I have read and understand the house rules provided to me (see addendum VIII)

_____ I understand that Drinkwater Family Services **is NOT an assisted living facility or a nursing home and that LANDLORD & PROPERTY MANAGER DOES NOT provide assistance with activities of daily living, medicine management, bathing, brushing, shaving, cutting food, toileting, transportation, supervision outside of the residence, incontinence care, dressing, movement or other daily activities.** Outsourced 3rd parties may stop by and provide these services to the "licensee" if the "licensee" has a relationship with this outsourced 3rd party; however, under no circumstances does DWFS provide these services directly.

_____ I understand that any damages (other than normal wear) will be my financial responsibility

_____ I understand that rooming home operator will have a lien for unpaid rent against all of Licensee's nonexempt personal property that is in the Property and may seize such nonexempt property if Licensee fails to pay monthly fee. Property Code governs the rights and obligations of the parties regarding the Landlord's lien. Landlord may collect a charge for packing, removing, or storing property seized in addition to any other amounts Landlord is entitled to receive. The landlord may sell or dispose of any seized property in accordance with the provisions of the Property Code.

_____ Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this agreement **is entitled to recover a maximum of \$500 attorney's fees** from the non-prevailing party.

I. FEES

_____ The licensee, their representative, and/or legal representative agree that the Resident (or other specified party) will pay a one-time, non-refundable RESERVATION fee of \$250, which holds the room for up to 10 days after the fee is submitted. Reservation Fee payment date: _____

DrinkWater Family Services (DWFS)

_____ The licensee, their representative, and/or legal representative agree that the Resident (or other specified party) will pay a one-time, non-refundable MOVE-IN fee of \$250, which covers the application cost, administration cost, and unit-associated cost. Move-In Fee payment date: _____

_____ The licensee, licensee's representative and/or licensee's legal representative agree that the Resident (or other specified party) will pay the basic rate as of the date of this agreement, which is \$_____ per month or \$_____ Per day.

_____ Payment is due the 1st - 4th of each month depending on the date that the licensee receives their income.

II. PEST CONTROL AND INFESTATION

Bed bug addendum AND other infestation:

- A. This addendum addresses situations related to bed bugs and other infestations (such as roaches and gnats) that may be discovered infesting the dwelling or personal property within the dwelling. You (licensee) understand that we relied on your representations to us in this addendum.
- B. INSPECTION. You agree that you:

Have inspected the dwelling before move-in, and that you did not observe any evidence of bed bugs, roaches, or other infestation
- C. INFESTATIONS. Before move-in, the Licensee certifies that they have examined the property for bed bugs, rodents, and other pest infestations and did not observe any evidence of bed bugs, bed bug infestations, or any other infestations, including roaches, gnats, etc. Therefore, in signing this addendum, Licensee certifies that if bed bugs or other bug infestations are later found in this unit, they will be deemed to have been introduced by the Licensee or one of the Licensee's guests and that the **LICENSEE WILL BE RESPONSIBLE FOR THE PEST TREATMENT**, including all reasonable costs of cleaning and pest control treatments. Suppose we must relocate other residents to treat adjoining or neighboring dwellings that affect your dwelling unit. In that case, you will be liable for payment of any lost lease income and other expenses incurred by us to relocate the residents. If you fail to pay us for any costs to which you are liable, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the agreement. You will be held directly liable and will deal directly with city officials, including but not limited to Section 8 inspectors, code compliance inspectors, police officers, and any other party that deems the unit unclean and infested. You will hold the landlord/property manager harmless for bed bug, roach, or other pest infestations.
- D. COOPERATION. If we confirm the presence or infestation of bed bugs or other bugs or rodents, you must cooperate and coordinate with us and our pest control agents AT YOUR EXPENSE. You must follow all directions from us or our agents to clean and treat the dwelling that is infested. You must remove or destroy personal property that cannot be treated or cleaned as close as possible to the time the dwelling is treated. We have the right to require you to temporarily vacate the dwelling and remove all furniture,

DrinkWater Family Services (DWFS)

clothing, and personal belongings in order for us to perform pest control AT YOUR EXPENSE. If you fail to cooperate with us, you will be in default and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the agreement contract. **YOU ALSO AGREE TO ALLOW US TO EXTERMINATE THESE PESTS IMMEDIATELY UPON DETERMINATION THAT INFESTATION HAS OCCURRED AND THAT YOU WILL REIMBURSE US FOR THIS EXTERMINATION.**

----- (Initial on line to left to certify the above paragraphs regarding pest control and infestation)

III. RESPONSIBILITIES OF LICENSEE, LICENSEE'S REPRESENTATIVE, AND/OR LEGAL REPRESENTATIVE

- A. You, your representative, and/or legal representative, to the extent specified in this agreement, are responsible for the following:
1. Payment of the monthly fees
 2. Supply of personal clothing, activities of daily living, medicine, medicine management, and other regular day-to-day items and tasks, including but not limited to doctor visits, transportation, case management and social worker appointment meetings and scheduling.

IV. PROPERTY RESPONSIBILITIES

- A. Licensee's General Responsibilities: Licensee, at Licensee's expense, must:
- (1) Keep the Property clean and sanitary;
 - (2) Promptly dispose of all garbage in appropriate receptacles;
 - (3) Take action to promptly eliminate any dangerous condition on the Property and/or room;
 - (4) Certify that they will perform all activities of daily living without the help or assistance of any DWFS representative, such as showering, taking medications, shaving, cutting and preparing food, toileting, transportation, dressing, and any other activity performed daily.
 - (5) Certify that they have inspected their room and that the room is clean and well-maintained.

----- (Initial on line to left to certify the above paragraphs regarding responsibilities of licensee/representative and property responsibilities)

V. INDEMNIFICATION

_____ Each party hereby agrees to indemnify the other and the other's employees, officers, directors, agents, family members and other related parties against all damages for bodily injury, including death, or damage to real or tangible personal property to the extent proximately caused in the course of performing this Agreement

DrinkWater Family Services (DWFS)

_____ It is my intention and I understand that I am binding myself, my heirs, agents, relatives, executors, administrators, assigns and successors in interest, and understanding this, so hereby expressly release and discharge DrinkWater Family Services (DWFS), its agents, owners, landlords, directors, executives, successors, administrators, assigns, affiliates and agents from any claims against DWFS created or arising out of, or in any way whatsoever related to the service or housing space provided. I hereby waive any claim for damages to persons or property, which may occur as a result of the use of the said premises. This waiver includes any negligent acts or omissions caused directly or in-directly by DWFS Cooperative Living or the owners of said Property, including its officers, directors, or employees and understand that my claims, which may in the future arise out of personal injuries, accident, death, hurricanes, tornadoes, rain, fire or other acts of God to the residence, myself or damage to my property of any kind, are hereby waived.

_____ I, and any family, relatives, attorneys, assignees and any others acting on my behalf hereby further agree to indemnify and hold harmless DrinkWater Family Services Cooperative Living, its owners, representatives, agents or Owners of said Property, including its officers, directors, or employees, from any claims or damages, which may occur to the undersigned licensee or to any child, invitee, or guest of the undersigned.

_____ It is understood and agreed that this agreement includes, but is not limited to, injuries occurring due to: slipping and falling on any surfaces wet or dry, transportation to and from the premises or any other location, fires, sprained or broken limbs, cuts, abrasions, eye injuries, bacterial infections, death, fights, riots, stabbings, tornados, hurricanes, floods, hail storms, acts of terrorism and any other acts of God, accidents or injuries on the property or off the property.

_____ Each party agrees to indemnify and hold harmless the other party and its employees, members, land-lord, successors, attorneys, family members, agents and assigns, from any claims, liabilities, losses, damages, and expenses asserted against the other party and arising out of the indemnifying party's negligence, willful misconduct, and negligent performance of, or failure to perform, any of its duties or obligations under this Agreement. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to another person or entity.

_____ Licensee will indemnify and hold harmless DrinkWater Family Services (DWFS), its agents, owners, directors and officers against all liability, including liability arising from death or injury to person or property during the term of this agreement, and any renewal or extension thereof, caused by any act or omission of the Licensee, or the family, guests, agents or employees of the Licensee. b) Licensee will indemnify and save Landlord harmless from all liability, damage, or expense incurred by Landlord as a result of death or injury to persons or property damage (including the Premises) where this Agreement required the Licensee to procure insurance for said liability, damage, or expense and Licensee failed to do so.

_____ DrinkWater Family Services, its agents, owners, directors and officers shall not be liable for any damage or loss to person or property caused by other licensees or other persons, or caused by theft, vandalism, fire, water, smoke, explosions or other causes unless the same arises solely from the omission, fault, negligence or other misconduct of COMPANY. Failure or delay in enforcing the Agreement covenants of other Licensees shall not be deemed to be negligence, omission, fault, or other misconduct.

DrinkWater Family Services (DWFS)

VI. RULES

_____ I am aware that I maybe fined and or discharged from the property for violation of house rules/destruction of property

_____ I am required to notify (_____) of DrinkWater Family Services Cooperative Living a minimum of thirty days prior to vacating the premises.

_____ My payment (in full) is due by no later than the fifth of each month via a third party representative payee

_____ I understand that upon leaving a DrinkWater Family Services location by my will or as a result of rule infractions I will not be eligible for a refund.

_____ I understand **that this agreement is not a lease.** The licensee holder may give a minimum of 30-day notice to vacate and receive deposit and pre-rated rent refunds. Any damages caused by the licensee will be the financial responsibility of the licensee and may be deducted from the refunds. Management of DrinkWater Family Services Cooperative Living may terminate this licensee agreement at any time. Violation of house rules may result in fines or my dismissal from the property. Threats or acts of physical violence against other licensees or management will result in immediate termination of this license and may result in the filing of criminal charges.

_____ I understand that “vacating” the premises is defined as all of my belongings and myself leaving the property after returning my key.

_____ I understand that some of the food used is sourced from the community. Licensees are expected to participate in these resources.

_____ DrinkWater Family Services Cooperative Living reserves the right to relocate licensees to our other cooperatives at our discretion. Any costs associated with a change of address or inconveniences caused by relocation are the sole responsibility of the licensee.

_____ Management / Staff of DrinkWater Family Services Cooperative Living may ask me to provide a urine sample when:

- Erratic or other behavior typical of a person under the influence of alcohol or illegal drugs is observed
- Drug / Alcohol paraphernalia is found on me or in my possession
- Randomly

_____ Under no circumstances are drugs, alcohol or other “non-prescribed” medication allowed in the property. I understand that if I am found to be using or in possession of any of the above items, I will immediately be in violation of this agreement and will be required to vacate the unit immediately.

_____ I certify that I am aware there is audio-video surveillance within the common spaces in the home. Common spaces include but are not limited to the living room, recreation room, kitchen, hallways, garage, backyard, and front yard. I am aware that within these spaces, my conversations and movements may be recorded and may not be deemed private.

DrinkWater Family Services (DWFS)

VII. AGREEMENT AUTHORIZATION

We, the undersigned, have read this Licensee Agreement and agree to abide by the terms and conditions.

Dated _____

(Signature of Licensee)

Dated _____

(Signature of Licensee's Representative / Legal Representative)

Dated _____

(Signature of DrinkWater Family Services Representative)

PERSONAL GUARANTEE OF PAYMENT

_____ Personally guarantees payment of charges for the daily/monthly fees

Dated _____

(Signature of Guarantor)

House Rules

DrinkWater Family Services (DWFS)

- No Smoking.
- No Prohibited Drug Use.
- No Alcohol.
- Must Clean Up all Personal Items, Dishes, and Trash.
- Must Wash Your Own Laundry at least once a week.
- Must Complete Designated Chores.
- No Visitors Unless Approved by Management.
- Lights out at 10 PM.
- Maximum of 10 Minutes Per Bathroom Use (Including Showers).
- This is a Cooperative Living Environment. *If the House Supervisor reports that you are causing conflict or breaking any of the house rules, we reserve the right to ask you to leave at any time, at the sole discretion of Management.*