

**RIVERVIEW TERRACE
INDEPENDENT
RESIDENT ENTRANCE AGREEMENT**

This Agreement is made between RIVERVIEW LUTHERAN HOME OF SPOKANE, WA., d/b/a RIVERVIEW TERRACE, a Washington non-profit corporation, (hereinafter "RIVERVIEW"), and _____, (hereinafter "RESIDENT").

If two individuals are named, the term "RESIDENT" shall include both, unless otherwise stated.

RESIDENT is male (date of birth) _____ and/or female (date of birth) _____ and has made application for residency at RIVERVIEW and desires to occupy Apartment No. _____ (hereinafter called "APARTMENT"), at 1801 East Upriver Drive, Spokane, Washington 99207.

The application has been approved by RIVERVIEW subject to the provisions of this Agreement.

The parties enter into this Agreement for the purpose of setting forth the obligations, conditions, agreements and limitations whereby RESIDENT may occupy the APARTMENT.

In consideration of the promises, agreements, covenants and conditions of this Agreement and the mutual benefit of the parties, the parties agree as follows:

I. FACILITIES AND SERVICES TO BE PROVIDED BY RIVERVIEW

RIVERVIEW agrees to furnish RESIDENT the lodging and services set forth in this section, so long as RESIDENT satisfies his or her obligations under this Agreement. The facilities and services to be provided by RIVERVIEW shall be as follows.

- A. Lodging: The living accommodation chosen by RESIDENT is Apartment No. _____ as stated above. The RESIDENT has examined and knows the condition of the apartment and agrees that RESIDENT has received the apartment in good order and repair.
- B. Utilities: All water, sewage, electricity, cable service, heating and cooling are provided, as well as a private telephone with emergency call system in every apartment. RESIDENT shall be responsible for payment of long distance telephone charges.
- C. Laundry: Laundry rooms are available for RESIDENT'S use at no charge.
- D. Housekeeping: Weekly housekeeping services include vacuuming and dusting, bed linen change, bathroom sanitation, provision of clean towels, replenishing toilet tissue and soap supplies.

- E. Maintenance: Service on furnished appliances and fixtures and maintenance and upkeep of building and grounds. Maintenance on personal property is subject to a fee. See the list of ancillary charges.
- F. Activities: Recreational, social and religious activities are available.
- G. Spiritual Ministries: A variety of worship opportunities as well as the services of an ordained Chaplain are available.
- H. Transportation: Assistance in obtaining transportation is available as needed.
- I. Mail: Mail will be delivered directly to the RESIDENT mailbox by the postal carrier. Outgoing mail will be picked up by the postal carrier.
- J. Meal Service: Three nutritionally-balanced meals are served daily in the dining room. Special diets will be provided with physician orders. Snacks and beverages are available 24 hours per day.
- K. Emergency Assistance and Emergency Response System: Emergency assistance will include assessment and assistance to access the emergency medical system. If transfer is not required, first aid will be administered; physician, family, or responsible party will be notified.
- L. Calling RESIDENT'S Physician: In the event that the nurse on duty at RIVERVIEW determines that the RESIDENT is in need of medical attention by a medical doctor, then the RESIDENT hereby authorizes the nurse to call a medical doctor of the RESIDENT'S choice to attend the RESIDENT. The RESIDENT agrees to name a medical doctor of choice at the time of occupancy. The RESIDENT agrees to pay the medical doctor for such professional services.

II. FEES AND CHARGES

The fees and charges to be paid by RESIDENT for services furnished under this Agreement and payment terms are as follows:

- A. Accommodation Fee: RESIDENT shall pay an Accommodation Fee of \$ _____ prior to admission. The Accommodation Fee is non-refundable.
- B. APARTMENT Charge. The RESIDENT agrees to pay a monthly APARTMENT Charge. As of the date of this Agreement, the monthly APARTMENT Charge is \$ _____ per month, but such charge is subject to future adjustments. RESIDENT will be given thirty (30) days advance written notice of any adjustments. The monthly APARTMENT Charge shall begin on the date RESIDENT signs this Resident Entrance Agreement and receives keys to his or her APARTMENT and is subsequently billed in advance for the following month during RESIDENT'S occupancy.

C. Additional Charge For Second Occupant. An additional monthly charge shall be payable for a second occupant in the same unit. As of the date of this Agreement, the additional charge is \$ _____ per month, but such charge is subject to future adjustments. RESIDENT will be given thirty (30) days advance written notice of any adjustments.

D. Payment Date. Payment is due by the 15th of each month for the prior month's fees. A service fee of 1% per month shall be chargeable at the end of that month for all amounts still past due and owing.

E. Additional Services. Additional Services are available upon request to RESIDENTS of RIVERVIEW at an additional cost, which may be added to RESIDENT'S monthly statement. Additional Services include, but are not limited to:

1. Beauty/Barber shop services
2. Guest apartment and guest meals subject to prior reservation
3. Additional housekeeping services
4. Meal service to room - when necessary
5. Maintenance - personal items repair
6. Outpatient therapy services

F. Default.

1. Non-Payment - Termination. In the event RESIDENT fails to pay any of the monthly service fees or other fees when due, RIVERVIEW may, with thirty (30) days written notice to RESIDENT, terminate this Agreement, and any such unpaid fees shall be deducted from any refund due RESIDENT.

2. Assistance. If RESIDENT'S income and assets are reduced to the extent that RESIDENT is eligible to receive public benefits, including but not limited to Supplemental Security Income/State Supplemental Program, Veterans' pensions, Medicaid, etc., RESIDENT agrees that he/she will apply for and diligently seek benefits. **Failure to do so will result in termination of this Agreement by RIVERVIEW and release of its obligations hereunder.**

3. Subsidized Residents - Disclosure. For any RESIDENT who is subsidized in whole or in part by RIVERVIEW, the fees charged by RIVERVIEW are based, among other considerations, on the representations made by RESIDENT at time of application as to RESIDENT'S financial position and assets. If any subsidized RESIDENT owns any property not disclosed in the application forms, or, if acquired subsequent to the making of such forms, not disclosed promptly upon its acquisition, RIVERVIEW shall be entitled to payment from RESIDENT and his/her estate of an amount equal to the difference between total fees which would otherwise have been charged to RESIDENT for the entire time of residency, and the amount actually paid by RESIDENT. This Agreement shall operate as, and RESIDENT hereby grants, an assignment, transfer, conveyance and grant of security interest or real property lien to RIVERVIEW of such otherwise-undisclosed property and as a contractual lien against the assets of RESIDENT and his/her estate. Further, RESIDENT agrees promptly to provide any and all

documentation reasonably requested by RIVERVIEW to perfect RIVERVIEW'S lien as granted in this paragraph.

G. Asset Transfers. RESIDENT acknowledges that RIVERVIEW is relying on financial information provided by RESIDENT in accepting or allowing the continuance of RESIDENT as an occupant of RIVERVIEW'S facility, and that transfers of RESIDENT'S property or assets will have a direct and adverse effect on RIVERVIEW'S rights under this Agreement. In consideration of RIVERVIEW'S promises under this Agreement, RESIDENT agrees that he/she will not make any gift of real or personal property (including money) or willfully divest or dispose or cause to be disposed of any of the RESIDENT'S assets in contemplation of or subsequent to the execution of this Agreement which would result in the RESIDENT being unable to pay RESIDENT'S fees owed to RIVERVIEW, now or reasonably contemplated in the future. Willful divestment or disposal of RESIDENT'S assets that render RESIDENT unable to pay fees owed to RIVERVIEW will result in termination of this Agreement and RESIDENT'S transfer or discharge. In addition, divestments or disposals that render RESIDENT ineligible for Medicaid benefits under 42 U.S.C. Sec. 1396p and Sec. 1396r will result in termination of this Agreement and RESIDENT'S transfer or discharge. This provision shall apply whether RESIDENT is actually an occupant at RIVERVIEW at time of any claim for payment under this Agreement.

H. Divestiture and Failure of Funds.

1. Divestiture. By entering this Agreement, RESIDENT acknowledges that RIVERVIEW will be the RESIDENT'S home upon admission, and that unless this Agreement is terminated pursuant to Section III, the RESIDENT does not intend to return to RESIDENT'S former residence in the community. RIVERVIEW has made a careful analysis of the RESIDENT'S ability to pay for the care and services as may be required by RESIDENT. This analysis was based in part on the RESIDENT'S assets, including any real estate, as described in the financial section of the RESIDENT'S application. When accepting the RESIDENT, RIVERVIEW is relying on those assets being available to the RESIDENT throughout RESIDENT'S lifetime. Upon reasonable request from RIVERVIEW, the RESIDENT agrees to liquidate those assets as necessary to meet RESIDENT'S financial obligations to RIVERVIEW. RESIDENT further agrees that RESIDENT'S conversion to Medicaid within the first two years of occupancy at RIVERVIEW may result in termination of this Agreement.

2. Failure of One Spouse's Funds. If two spouses are RESIDENTS and one transfers some or all of his or her assets to the other spouse, each spouse hereby agrees that the assets of both spouses will be used to meet the financial obligations of either spouse. If RESIDENT'S spouse does not reside in RIVERVIEW, RESIDENT agrees that the community assets of both spouses will be used to meet the financial obligations of RESIDENT. As used in this Agreement, "spouse" shall apply to a registered domestic partner under Washington State law (or similar law in other jurisdictions) as well as a married person.

III. TERMINATION OF THIS AGREEMENT

RESIDENT may terminate this Agreement by giving RIVERVIEW thirty (30) days written notice of termination, and said residency shall not terminate until the end of said thirty (30) day period, except in the case of admission to the Riverview Care Center or other appropriate setting as provided in Paragraph V. herein or in the case of death as provided in Paragraph IV.E. herein.

IV. TRANSFERS FROM APARTMENT/CHANGE IN CONDITION/TRANSFER TO HIGHER LEVEL OF CARE

A. Change in Condition/Transfer to Higher Level of Care. A change of mental or physical condition will prompt a reassessment to determine RESIDENT'S requisite care needs. At that time, RIVERVIEW will determine whether we can continue to meet RESIDENT'S needs. If at any time RIVERVIEW is unable to meet RESIDENT'S needs, as determined in the sole discretion of RIVERVIEW, RIVERVIEW will, after attempts at reasonable accommodation, assist RESIDENT and RESIDENT'S family with identifying alternate care settings that may be appropriate to RESIDENT'S needs.

B. In the event RIVERVIEW Management determines that RIVERVIEW is unable to meet RESIDENT'S needs in a particular care setting, but that RESIDENT'S needs can be met in an alternate setting, RESIDENT will be given the option to relocate into the alternate setting, provided an apartment is available. If, after reassessment, RESIDENT declines RIVERVIEW'S offer to relocate, RESIDENT agrees to find an alternate residence outside of RIVERVIEW that can provide for RESIDENT'S care needs within thirty (30) days. Less than thirty (30) days written notice may be provided when immediate transfer or discharge is required to meet the care needs of the RESIDENT, the health and safety of the RESIDENT, or other residents may be endangered or the RESIDENT has not resided at the facility for thirty (30) days. If RESIDENT does not move out under these circumstances and RIVERVIEW determines that it is necessary to provide RESIDENT with additional care or one-on-one care in order to protect RESIDENT'S health or safety or the health or safety of others, RIVERVIEW will provide such care and RESIDENT will be charged for it in accordance with the RIVERVIEW fee structure. In addition, please note that the following conditions, among others, may lead to a reappraisal or termination of RESIDENT'S residency, or a request to move to a higher level of care in accordance with the terms of this Agreement, reassessment, termination or transfer to a higher level of care may occur.

1. RESIDENT fails to meet obligations set forth in this Agreement.
2. If in the opinion of the President/CEO, RESIDENT manifests such a degree of behavioral disorder that it is a danger to RESIDENT and/or others, or behaves in an unacceptable or disturbing manner so as to interfere with the adequate care or comfort of other residents in the facility.
3. RIVERVIEW may require RESIDENT to transfer to the Care Center, the Assisted Living Program or an outside facility, as appropriate, if the President/CEO, in consultation with

RESIDENT'S physician or the Medical Director or if appropriate, qualified mental health authorities, determines that any of the following conditions exist:

a. Factors to Consider. In exercising the foregoing discretion, the President/CEO may consider the following factors which shall not be exclusive:

- (1) RESIDENT'S apartment is not licensed for non-ambulatory use, and RESIDENT becomes non-ambulatory (the definition of "non-ambulatory" is available in the Administrator's Office of RIVERVIEW);
- (2) RESIDENT develops a mental or emotional condition detrimental to RESIDENT or other RESIDENTS;
- (3) RESIDENT must be transferred to allow for more efficient care or to protect RESIDENT'S own health or the health of other residents;
- (4) RESIDENT requires care that cannot lawfully be provided in RESIDENT'S apartment;
- (5) RESIDENT requires care that RIVERVIEW is unable or does not routinely provide in RESIDENT'S apartment; or
- (6) RESIDENT exhibits behavior or actions that are inappropriate for community living.

b. Temporary Condition: If it is determined that RIVERVIEW is inappropriate for RESIDENT on account of RESIDENT'S physical or mental condition and that said condition is temporary in nature, RESIDENT will be required to transfer to an appropriate facility or place to receive the care required for such condition. During this temporary period, the Agreement, including the right of the RESIDENT to re-occupy RESIDENT'S APARTMENT upon termination of the temporary condition provided the resident's condition is appropriate and the obligation of RESIDENT to continue payment of the monthly charge, shall remain in effect.

c. Permanent Condition: If it is determined that RIVERVIEW is inappropriate for RESIDENT on account of RESIDENT'S physical or mental condition is permanent in nature, RIVERVIEW shall notify RESIDENT and anyone responsible for RESIDENT, in writing, of such determination and its intention to terminate this Agreement. The apartment shall be deemed released for other occupancy on the termination date stated in such notice. RESIDENT will be required to transfer to an appropriate facility or place to receive the care required for such condition. RIVERVIEW reserves the right to remove RESIDENT. In the case of termination due to a permanent change of condition, RESIDENT shall be obligated to pay a charge based upon the applicable monthly fee prorated on a daily basis from the date of notice to and including the date RESIDENT actually vacates the apartment.

d. Assisted Living: If it is determined that the RESIDENT needs Assisted Living services and they wish to enroll in and their needs can be met in the Riverview Assisted Living program, they will sign an Assisted Living contract and this contract with RIVERVIEW will be void.

C. When an apartment is occupied by more than one RESIDENT and one RESIDENT requires Assisted Living services, the resident who requires Assisted Living services will sign a separate contract with RIVERVIEW ASSISTED LIVING.

D. Other than on account of RESIDENT'S default for non-payment (see Section II.F.) above, RIVERVIEW shall provide thirty (30) days written notice of termination to RESIDENT when the transfer or discharge is necessary for the RESIDENT'S welfare and the RESIDENT'S needs cannot be met in the facility. However, the residency shall terminate immediately when:

1. The safety/health of individuals in the facility would be endangered.
2. The RESIDENT has not resided in the facility for thirty (30) days and the RESIDENT'S needs cannot be met.
3. An immediate transfer or discharge is required by the RESIDENT'S urgent medical needs.

E. Should RESIDENT expire subsequent to the execution of this Agreement, the RIVERVIEW Agreement shall terminate. All charges shall cease when the RESIDENT'S accommodations are released for occupancy by another and the residence keys are returned.

F. RIVERVIEW shall have the right to remove and store at RESIDENT'S cost and expense all property from the APARTMENT of RESIDENT who is deceased, or whose accommodations have been released for occupancy by another, or whose Agreement has been terminated. In the event of RESIDENT'S death, next of kin or RESIDENT'S representative shall have a reasonable period of time not to exceed seven (7) calendar days, which shall be established by RIVERVIEW, to arrange for disposition of property in RESIDENT'S APARTMENT. RESIDENT or RESIDENT'S estate shall reimburse RIVERVIEW for disbursements made for storage and moving.

V. ADMISSION TO THE SKILLED NURSING FACILITY

A. If it is determined by the President/CEO that the RESIDENT is no longer appropriate for Independent Living or Assisted Living as provided herein, RIVERVIEW shall, where appropriate, assist RESIDENT in arranging for immediate transfer to Riverview Care Center or other appropriate health care facility. RESIDENT shall be given priority consideration for available space in the skilled nursing facility of Riverview Care Center if that facility provides the care RESIDENT'S condition requires and if RESIDENT meets the admission requirements of Riverview Care Center, including financial requirements, and if Riverview Care Center can meet the RESIDENT'S needs based on acuity and other factors. RESIDENT hereby consents to

such transfer. RESIDENT agrees that admission to Riverview Care Center can be dependent upon Riverview Care Center's financial requirements and whether acuity requirements are met. RESIDENT understands that placement in Riverview Care Center is not guaranteed and is dependent upon a number of factors including, but not limited to, availability.

B. If RESIDENT transfers to the skilled nursing facility of Riverview Care Center, RESIDENT'S stay at Riverview Care Center shall be governed by the terms of the Agreement between Riverview Care Center and RESIDENT and the rates and charges shall be established by Riverview Care Center. RIVERVIEW shall not be liable for any expenses incurred at Riverview Care Center.

C. The President/CEO shall determine if and when a RESIDENT may resume occupancy at RIVERVIEW. Subject to availability, RESIDENT shall be entitled to accommodation which is reasonably equivalent to that which was originally occupied by RESIDENT.

VI. RIGHTS AND RESPONSIBILITIES OF RESIDENT

The RESIDENT shall have the following rights and responsibilities:

A. The rights and privileges of the RESIDENT under this Agreement to residential occupancy, living accommodations, facilities and services are only those rights and privileges expressly granted by this Agreement. This Agreement shall not be construed as a lease, a purchase agreement, grant, conveyance, or transfer to RESIDENT of any right, title, interest in real property, proprietary interest in membership in RIVERVIEW or the assets of RIVERVIEW.

B. The rights and privileges of RESIDENT under this Agreement are personal to RESIDENT and are not transferable or assignable by RESIDENT. No person other than RESIDENT may occupy the premises under this Agreement, except with approval of RIVERVIEW.

C. No RESIDENT shall have an additional person living in the APARTMENT, whether a relative, through marriage, or otherwise, without the prior permission of the President/CEO.

D. RESIDENT shall cooperate with RIVERVIEW in keeping the property in good repair and in a clean and sanitary condition. No alterations or additions to said APARTMENT shall be made without first obtaining the express written permission of the President/CEO of RIVERVIEW, and all such additions or alternations shall be at the expense of RESIDENT. Improvement to the premises made by RESIDENT in a permanent or semi-permanent manner so as to become fixtures shall become the property of RIVERVIEW and shall remain on the premises when vacated by RESIDENT. In no event shall RESIDENT pursue any improvement or alteration in a manner that may result in a mechanics lien or other lien against the properties and premises constituting the subject of this Agreement.

E. RESIDENT agrees to abide by the guidelines of rights and responsibilities as set forth in the handbook and RESIDENT acknowledges receipt of a copy thereof.

F. RESIDENT agrees to do no act which may be detrimental to the facility or the safety of other residents, or which may render the insurance on the above apartment and premises held by the RESIDENT void, or that would cause the insurance risk to become hazardous.

G. RESIDENT shall insure, at RESIDENT'S own expense, RESIDENT'S personal property or valuables against fire, theft or other casualty and RESIDENT shall maintain liability coverage for property loss and bodily injury or death. RIVERVIEW shall assume no responsibility for such risk or loss of property of the RESIDENT.

H. RIVERVIEW is a non-smoking facility and RESIDENT agrees that RESIDENT, RESIDENT'S guests or invitees will not smoke within the facility or apartment. When smoking outside all will abide by the Washington State law that requires smoking be 25 feet away from entrances.

I. Private Care Provider. A "Private Care Provider" is a representative, entity or individual, who is retained by RESIDENT to provide health, social, legal, hospice or other, any other services for the benefit of RESIDENT at the APARTMENT and/or the facility. RESIDENT shall promptly provide RIVERVIEW with such information about the Private Care Provider that is reasonably required by RIVERVIEW, including but not limited to, the name and contact information of such Private Care Provider. For any services provided to RESIDENT at RIVERVIEW, RESIDENT must abide by RIVERVIEW'S policies for such outside providers and complete the Private Care Provider Addendum. Failure to complete and abide by the Private Care Provider Policy and Addendum will result in termination of this Agreement. The Private Care Provider may have access to RESIDENT'S APARTMENT, provided that: (a) RESIDENT is solely responsible for the conduct of and any damages caused by such Private Care Provider; (b) RESIDENT shall ensure that such Private Care Provider complies with the same rules, regulations, and obligations that pertain to RESIDENT; (c) RESIDENT shall ensure that all payroll taxes and worker's compensation insurance are paid for such Private Care Provider; and (d) RESIDENT shall ensure that the Private Care Provider is covered by adequate liability insurance. Privacy rights of any other resident sharing RESIDENT'S APARTMENT must be considered when arranging for private care for RESIDENT.

J. Pets. RESIDENT shall have the option to maintain a small pet in the APARTMENT, provided that RESIDENT agrees to comply with all policies. Failure to comply with the pet policy will result in termination of this Agreement. If RESIDENT wishes to bring a pet into the APARTMENT subsequent to the date of this Agreement, RESIDENT will notify RIVERVIEW in advance and complete the Pet Addendum prior to bringing the pet into the APARTMENT.

K. Motorized Carts. If RESIDENT wishes to utilize a motorized cart, RESIDENT must abide by the terms of RIVERVIEW'S Motorized Cart Policy. RIVERVIEW strongly encourages motorized cart users to maintain liability insurance in order to protect themselves against liability claims arising from operation of the cart. Any injury or damage caused by a motorized cart user is the responsibility of that person as set forth in the Motorized Cart Policy.

VII. RIGHTS OF RIVERVIEW TERRACE

- A. RIVERVIEW shall have the right to adopt and amend such reasonable rules, regulations, and policies as it deems necessary or desirable for the program management and operation of RIVERVIEW as well as for the safety and comfort of the residents. You agree to comply with the rules, regulation and policies of RIVERVIEW as set forth in the Resident's Handbook as it now exists or as it may later be amended. You also agree to comply with the rules, regulations, or policies described in the Resident Handbook. You understand that your failure to abide by such general policies may result in termination of this Agreement by RIVERVIEW. A copy of the Agreement by RIVERVIEW has been provided to you and reviewed with you. Notice of any additions or changes to RIVERVIEW rules, regulations or policies shall be provided to you in writing prior to implementation. In most cases, you will be provided at least thirty (30) days' advance notice of such additions or changes. If you wish to suggest changes to the Resident Handbook, you may do so at any time.
- B. Except for the negligence of its agents and/or employees, RIVERVIEW is not liable for loss or damage by fire, theft, water, sewage, or other casualty, and injuries resulting from the use of the APARTMENT, to RESIDENT, his or her personal possessions, his or her family or any invitees of RESIDENT. RIVERVIEW recommends that RESIDENT provide appropriate property and liability insurance acceptable to RIVERVIEW.
- C. RIVERVIEW shall be entitled to recover sums due from RESIDENT, by offset against any sums to be refunded pursuant to the provision of this Agreement, or by and through legal means for enforcement of and collection of a debt.
- D. In the event RIVERVIEW is required to retain legal counsel in connection with the collection of any fees due to it pursuant to this Agreement, or the enforcement of any provisions of this Agreement, RIVERVIEW shall be entitled to recover from RESIDENT all reasonable attorneys' fees incurred by RIVERVIEW and, if litigation is instituted, costs of court.
- E. In case of injury to RESIDENT by a third party, RIVERVIEW shall have the right of subrogation for all its costs, expenses, and other obligations incurred by reason of such injuries, and shall have the right, but not the obligation, in the name of the RESIDENT or otherwise, to take all necessary steps and procedures to enforce the payment of this same by the person responsible for said injury.
- F. RIVERVIEW reserves the right to charge damages to RESIDENT who damages or alters the APARTMENT or other RIVERVIEW property through neglect or conscious act. Damages shall include, but are not limited to the cost of restoring RIVERVIEW property to its original condition.
- G. RIVERVIEW is an organization that is exempt from paying real estate and other taxes. Should RIVERVIEW be required to pay such taxes in the future, this cost will be passed on to RESIDENT.

H. RIVERVIEW reserves the right to enter and inspect the APARTMENT with RESIDENT permission at any reasonable hour, or at any time in the case of emergency. If the RESIDENT is absent from the apartment for a period of one (1) week or more, the RESIDENT grants RIVERVIEW the right to enter the premises to make any inspections deemed necessary by RIVERVIEW. RESIDENT agrees that any authorized representative of any regulatory agency with jurisdiction over RIVERVIEW may inspect the apartment or RESIDENT'S record maintained by RIVERVIEW.

I. RIVERVIEW retains the right to relocate resident if relocation is in the best interests of the RESIDENT'S care needs, RESIDENT'S personal safety, or in the best interests of the Riverview organization by giving RESIDENT written notice. Written notice can be up to thirty (30) days written notice. However, less than thirty (30) days written notice may be provided when immediate transfer or discharge is required to meet the care needs of the RESIDENT; the health and safety of the RESIDENT or other residents may be endangered; or the RESIDENT has not resided in the facility for thirty (30) days.

VIII. MISCELLANEOUS PROVISIONS

A. This Agreement constitutes the entire contract between RIVERVIEW and RESIDENT. RIVERVIEW is neither liable for nor bound in any manner by any statements, representation, or promises made by any person representing or purporting to represent RIVERVIEW, unless such statement representations or promises are set forth in this Agreement.

B. Where masculine adjectives or pronouns are used herein in referring to RESIDENT, they apply equally to the remain, and the singular shall be constructed to constitute the plural where appropriate in the context of this Agreement.

C. The rights and obligations of this Agreement shall pass to the successors and assigns of RIVERVIEW and the heirs, successors and assigns of RESIDENT, except the right of occupancy under this Agreement is personal to RESIDENT.

D. This Agreement includes by reference the application and fee schedule for RESIDENT at RIVERVIEW as the same exists on the date of this Agreement or as hereafter amended by RIVERVIEW.

E. RESIDENT acknowledges that RIVERVIEW has entered or may enter into Agreements with other residents of RIVERVIEW, which have terms and conditions different from this Agreement. RESIDENT however acknowledges that RESIDENT is bound by the terms of this Agreement regardless of the terms of other Agreements with residents of RIVERVIEW or any course of conduct or dealings with other residents of RIVERVIEW.

F. Any reference to the President/CEO of RIVERVIEW shall also mean any designee of the President/CEO.

G. This Agreement may not be waived, revoked or amended without RIVERVIEW'S prior written consent. If a portion of this Agreement shall be determined to be illegal or not in

conformity with appropriate laws and regulations, it shall not invalidate or affect the validity of the remainder of this Agreement.

H. Waiver. The failure of either party in any one or more instances to insist upon the strict performance, observance or compliance of the other party with any of the terms or provisions of this Agreement, or the waiver of a breach by either party of any terms or provisions of this Agreement, shall not be construed to be relinquishment by such party or its right to insist upon strict compliance by the other party with all of the terms and provisions of this Agreement.

I. Disclosure. Any refunds owed to the RESIDENT shall be given within thirty (30) days of RESIDENT'S date of discharge.

J. Dismissal. Willful misrepresentation of any material fact in the RESIDENT'S application, or a willful and deliberate act resulting in a resident being unable to pay his or her fees, or any act or conduct by the RESIDENT which, in the judgment of the President/CEO jeopardizes the welfare of the other residents or interferes with proper administration of RIVERVIEW shall be cause for termination of this Agreement and dismissal and removal from RIVERVIEW.

Dated at Spokane, Washington, this _____ day of _____, 20 ____.

RIVERVIEW LUTHERAN HOME
OF SPOKANE, WASHINGTON

Resident

By _____
PRESIDENT/C.E.O.

Resident

Riverview Lutheran Home of Spokane, WA provides services to qualified individuals without regard to race, color, sex, age, national origin, religion, or disability.