

Residency Agreement

This Agreement between _____ (Individual), and Choices In Community Living (Landlord), outlines the responsibilities of each party relative to the residential placement of the Individual and the payment of rent to _____. Who is providing housing located _____ at _____

The Agreement is effective as of _____. (Infinite Lease Structure)

I. Landlord's Responsibilities:

- A. The Landlord is responsible for the following:
1. Maintaining in good working order all electrical, plumbing, sanitary, heating, ventilating, and air conditioning systems,
 2. Ensuring barrier-free ingress and egress to and from the residential setting by individuals residing in the residential setting,
 3. Keeping the residential setting in a safe condition that meets local health and safety codes,
 4. Has the right to reasonable access to the residential setting in order to complete the terms of this Residency Agreement.
 5. Facilitates choice regarding services and who provides them. By entering into this agreement, Individual has chosen both a Residential Facility and a Provider to provide services. For any services not associated with the Residential Setting, Individual may utilize other providers or services.

n. Individual's Responsibilities:

- A. Individual shall:
1. Agree to follow the Individual Service Plan (ISP) established for them;
 2. Unless otherwise specified in the ISP, the Individual:
 - a. Has the right to select his or her roommates,
 - b. Has a right to privacy and security including locks and keys to his or her living unit,
 - c. Has the right to decorate his or her living unit as long as the decorations do not damage the unit,
 - d. Has the right to select other providers for any service not associated with the residential setting,
 - e. Has the right to have visitors of his or her choosing at any time,
 - f. Has the freedom and support to control his or her schedule and activities, and
 - g. Has access to food at any time.
 3. Pay rent in the amount of \$: _____ to Landlord no later than the 5th day of each month. Late payments shall be subject to a late fee of \$10.00.
(Incorporated in this amount is food, utilities, activities, personal care items, and cleaning supplies)

Comply with the House Rules established by Residential Facility or Residential Setting, in collaboration with the Individual, legal guardian, caregivers, and interdisciplinary team.

4. Treat caregivers, other individuals, and other household members of the Residential Facility or Residential Setting in a courteous manner.
5. Respect the rights of other individuals and household members of the Residential Facility or Residential Setting.
6. Formally designate a responsible party to ensure that Landlord receives payment in a timely manner.
7. Provide one (1) month notice of intent to leave the Residential Facility or Residential Setting unless an emergency has arisen as defined in OAC 5123:2-305 - Admission, discharge, and transfer.

III. Termination of Lease and Transfer or Discharge Individual:

A. The Individual shall leave the Residential Facility or Residential Setting when any of the following occurs:

1. For a Residential Facility or Setting, after the Individual or their designed representative provides Landlord with a 30-day written notice as described in Section If. above.
2. For a Residential Facility, the Individual has been transferred or discharged from a Residential Facility under OAC 5123:2-3-05 - Admission, discharge, and transfer.
3. For a Residential Setting, the Landlord has provided 30 days' notice of termination for no cause.
4. The Individual has failed to timely pay rent or has violated any provision of the lease or this Agreement for residing in a Residential Setting and the Landlord has evicted the Individual under Ohio law.

IV. Notices:

All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations under this Residency Agreement by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if sent by certified mail, return receipt requested, postage prepaid, addressed as follows:

if to Individual:

if to Landlord:

Landlord and Individual have signed this Agreement as of the day, month and year first written above.

Landlord:

Individual:

By:.

By: