



COMPASSIONATE COVE HOME LICENSEE AGREEMENT

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

_____ I understand that this is a day to day agreement and that no language in this agreement is meant to imply that this is a month to month or year to year agreement.

_____ I want any police officer and/or judge to understand that I understand and agree that living here for more than 30 days and or receiving mail at this address does not make me a 'tenant', and that was never the intent of this agreement.

_____ I understand that my first 30 days stay here is a probationary period. If it is determined that I am not a good fit for the house, at the discretion of Compassionate Cove management, I will be asked to vacate immediately. Compassionate Cove will hold my personal items for me for a maximum of 10 days before they are discarded.

_____ I understand that Compassionate Cove provides and pays for Utilities, furnishings, cleaning services and controls all keys to the premises and individual rooms.

_____ I understand that this property is NOT a "covered property" as defined by the CARES Act.

_____ 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 the police, if summoned, may treat my refusal to leave as trespassing.

_____ I understand that the police, if summoned, should understand that this is a civil matter between a licensee and a licensor, and their failure to understand, in no way resolves you of your responsibility.

_____ I understand that if asked to leave, I will vacate within the time frame granted by Compassionate Cove and will pick up my belongings within 10 days of my vacating date.

_____ I understand that after vacating, if I feel I was wrongfully evicted, I can file a civil suit.

_____ I understand that Compassionate Cove has broad authority to lien all property contained within the property.

_____ I understand that if a resident is discharged or leaves the Home, all sums of money paid to the Home shall be forfeited to the Home (no pro ration in this instance).

_____ I understand that any prescribed medication must be taken according to prescription.

_____ I understand that any prescribed medication must be revealed and approved before becoming a resident.

_____ I have read and understand the house rules provided to me.

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

_____ I understand that Compassionate Cove will have a lien for unpaid rent against all of Licensee's nonexempt personal property that is on the premises and may seize such nonexempt property if Licensee fails to pay rent. Property Code governs the rights and obligations of the parties regarding Compassionate Cove lien. Compassionate Cove may collect a charge for packing, removing, or storing property seized in addition to any other amounts Compassionate Cove is entitled to receive. Compassionate Cove 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, 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 ____ of each month, for the days understood to be occupied during that month, depending on the date that the licensee receives their income.

____ Payment made after the due date shall immediately revert to the daily rate for the remainder of the month.

PEST CONTROL AND INFESTATION

Bed bug addendum AND other infestation:

A. This addendum addresses situations related to bed bugs and other infestations (roaches, gnats etc.) which may be discovered infesting the dwelling or personal property in 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 prior to move-in and that you did not observe any evidence of bed bugs, roaches or other infestation

C. INFESTATIONS. Prior to move-in, Licensee is certifying that they have examined the property for bed bugs, rodents and other bug infestations and did not observe any evidence of bed bugs or bed bug infestation 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. If we must move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you will be liable for payment of any lost rental income and other expenses incurred by us to relocate the residents. If you fail to pay us for any costs you are liable for, 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 contract. 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 and will hold 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, 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 occupancy 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)