

Licensee Agreement Addendum

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

_____ I understand that New Beginnings Supportive Homes provides and pays for Utilities, furnishings, 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 shared living homes and innkeepers have broad authority to lien all property contained

within the rented room.

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

_____ I understand that New Beginnings Supportive Homes **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 COMPANY provide these services directly.

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

_____ I understand that the 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 rent. Property Code governs the rights and obligations of the parties regarding 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. 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 lease 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, \$425 every other Friday (bi-weekly).

II. 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 (TENANT) 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 lease 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 lease 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 normal 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 MAINTENANCE

- 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 COMPANY representative such as showering, taking medications, shaving, cutting, and preparing food, toileting, transportation, dressing and any other activity performed on a daily basis; and
 - (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 pest control and infestation)

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.

_____ 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 COMPANY, its agents, owners, landlords, directors, executives, successors, administrators, assigns, affiliates and agents from any claims against COMPANY 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 the result of the use of the said premises. This waiver includes any negligent acts or omissions caused directly or in-directly by COMPANY New Beginnings Supportive Homes 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 and all family, relatives, attorneys, assignees and any others acting on my behalf hereby further agree to indemnify and hold harmless COMPANY New Beginnings Supportive Homes, 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 COMPANY, 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 Tenant, or the family, guests, agents or employees of the Tenant. b) Tenant 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 damage to property (including the Premises) where this Lease Agreement required the Tenant to procure insurance for said liability, damage or expense and Tenant failed to do so.

_____ COMPANY, 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 Lease covenants of other Tenants shall not be deemed to be negligence, omission, fault or other misconduct.

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 Sophia Gough and Brandon Hawkins of COMPANY New Beginnings Supportive Homes a minimum of thirty days prior to vacating the premises.

_____ My payment (in full) is due by no later than the third of each month via Money Order, Zelle, or PayPal.

_____ I understand that upon leaving a COMPANY location by my will or as a result from rule infractions I will not be eligible for a refund.

_____ I understand that this agreement is not a lease. Licensee holders may give a minimum of 30 day notice to vacate. Any damages by the licensee will be the financial responsibility of the licensee. Management of COMPANY New Beginnings Supportive Homes 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 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.

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_____ Under no circumstances are drugs or other “non-prescribed” medication allowed in the property. I understand that if I have been 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 asked to vacate the unit immediately.

VII. AGREEMENT AUTHORIZATION

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

LICENSEE FULL NAME

_____/_____/_____
DATE

LICENSEE SIGNATURE

_____/_____/_____
DATE

X _____
COMPANY REPRESENTATIVE SIGNATURE

_____/_____/_____
DATE