

# ROOM & BOARD AGREEMENT

**This agreement is between** \_\_\_\_\_  
**(Participant)** henceforth known as "Tenant," and \_\_\_\_\_  
**(Shared Living Provider)** henceforth known as "Landlord" agree to the following as conditions for the Tenant renting a room in the Landlord's home at \_\_\_\_\_  
\_\_\_\_\_**(address),** \_\_\_\_\_**(city),**  
Nebraska, \_\_\_\_\_**(zip code).**

## 1. Basics

Tenant agrees to rent the \_\_\_\_\_**room** in Landlord's home, beginning on \_\_\_\_\_**(date)**. Landlord agrees to provide privacy including a locked door unless such lock is identified by the Individual Support Team and the ABLED, Inc. Rights Review Committee as a required rights restriction. Upon execution of this agreement the Landlord's home will become Tenant's home.

Tenant agrees to a \_\_\_\_\_**(month-to-month, one year, etc.)** lease.

Tenant will owe \_\_\_\_\_**(first month's rent, security deposit, etc.)** on this date, prior to moving in.

Both Landlord and Tenant agree to abide by the Policies and Procedures of ABLED, Inc. and the Rules and Regulations of the Nebraska Department of Health & Human Services, hereinafter referred to as DHHS. Neither ABLED, Inc. nor DHHS are a party to this agreement.

## 2. Room and Board

Tenant will subsequently pay \$ \_\_\_\_\_**(amount)** for room and board every month, due on the \_\_\_\_\_**(date)** each month.

Any room and board paid past the \_\_\_\_\_**(date)** of the month will be assessed a late fee of \$ \_\_\_\_\_**(amount)**.

Consistent late payments of room and board may result in the termination of this



lease, and eviction of Tenant.

Landlord may not evict Tenant without proper notification as specified under the Laws of Nebraska governing the landlord/tenant relationship and as specified by Nebraska DHHS rules and regulations. Tenant enjoys all said benefits supplies by those laws, rules, and regulations.

Landlord must give Tenant 60 days' written notice prior to terminating this agreement. Landlord must give a risk endorsement Tenant 90 days' written notice.

Landlord will provide Tenant with all meals which will be reasonable portions and nutritionally sensible. Tenant will be responsible for providing his/her own snacks and beverages as desired.

Landlord will provide or arrange for transportation for medical appointments and to meet the Tenant's needs.

### **3. Utilities**

Landlord will be responsible for 100% percent of the household utilities, including Gas/Electric, Water/Sewage, Garbage, Phone/Internet, and Other \_\_\_\_\_ **(list any other utilities).**

### **4. Rules**

Tenant is expected to abide by house rules, which include the following: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.  
**(list of the rules, such as those dealing with noise, guests, smoking, etc.).**

Tenant will be responsible for cleaning \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.  
**(List of what tenant will be responsible for cleaning, such as any common spaces like a kitchen or bathroom).**

### **5. Damages**

Landlord will be responsible to carry homeowners/renters insurance to cover most damages. Landlord will perform minor repairs to walls, carpets, exterior, etc. As provided in the ABLED, Inc. Notice of Costs Policy, the Tenant will pay for property



damages which are not considered minor and not covered by insurance.

## 6. Disputes

Tenant and Landlord agree to attempt to settle any disputes between them on their own.

If Tenant and Landlord are unable to reach an agreement with regard to any dispute, they will work with the ABLED, Inc. Executive Team to resolve the dispute. If the Executive Team cannot resolve the dispute it will be referred to the Individual's Individual Support Plan Team for final decision. This decision will not impair either party's ability to seek legal remedy through the applicable court system.

## 7. Governing Laws and Regulations

Tenant and Landlord agree that this lease is subject to the laws and regulations of the **State of Nebraska and all Landlord Tenant Law provisions contained therein. Furthermore, parties to this agreement will abide by DHHS rules and regulations as well as ABLED, Inc. Policies.**

## 8. Entire Agreement.

This Lease is all of the agreement between the parties. Each party states that there are no oral promises that are not in this agreement. No other agreements about the duties of either party that is not shown in this written lease agreement is valid.

\_\_\_\_\_  
Tenant Name

\_\_\_\_\_  
Tenant Signature

Date:

\_\_\_\_\_  
Landlord Name

\_\_\_\_\_  
Landlord Signature

Date: