



738 South Jackson Avenue, San Jose, CA 95116

Phone: 408.221.4225 Facsimile: 408.251.1086 Home: 408.775.6208

www.kingphillipliving.com

Rental Agreement

Resident's Information:

Name: _____

Family Name

First Name

MI

Address: _____

House No.

Street Name:

City

State

Zip Code

Social Security No.: _____--____--_____

Date of Birth: _____

Phone Number: () _____--_____

Social Worker's Information

Case Manager: _____

Family Name

First Name

MI

Agency Name: _____

Address: _____

(No.)

Street Name

(Suite No.)

City

State

Zip Code

Phone Number: ()-_____--_____

Resident's Signature

KPIL Representative's Signature

This agreement is subject to the following terms, conditions, covenants and agreements

Part 1-Term

This agreement will begin on _____ or until terminated by whether you or as a provider in this agreement. Tenancy is a month-to-month basis.

Part 2- Rent

The initial rent for the premises is \$_____ per month and one month deposit of \$_____ to be paid by you or on your behalf (such as Family, Social Worker(s), Case Manager(s), Representative Payee or Conservator) to us payable to the following address:

**Phillip Jude Thaddeus A. Domantay
King Phillip Independent Living
738 South Jackson Avenue, San Jose, CA 95116**

Note: Monthly rate is subject to increase with proper notice.

Part 3- Utilities and Basic Services

The monthly rental fee will include the following expenses:

- 3.1. Gas and Electric
- 3.2. Water
- 3.3. Garbage
- 3.4. Local Phone Access (Local and Long Distance Calls. No International Calls)
- 3.5. Three (3) meals (Breakfast, Lunch, and dinner) including snacks
- 3.6. WIFI Access
- 3.7. Cable Television
- 3.8. Laundry Area (No Coins Operated Machines)

Part 4- Independent Living and Services

KPIL does not provide Caregivers, Nurses or any Health Services you need during your stay. Home Health Service such as Physical Therapy, Occupational Therapy, Speech Therapy, Social Services, Wound Care, Nurses, etc. and other Licensed Professionals are welcome as per your Physician, NP or PA's order. An In-Home Support Services may also be welcome if necessary.

When an emergency occurs at the facility/house, KPIL can call 911 for your assistance. Your Roommates or Housemates can also make 911 calls.

Part 5- Garbage and other Waste Management

The City of San Jose is strict with the Garbage and Recycling Waste. California Waste Solutions may not collect the trash if there is any waste that does not belong in the waste containers. Should you have some questions related to Waste Management you can speak to KPIL representative or you can reach out CA Waste Solutions directly at **408.213.7800**. You can schedule a pick-up of any size items for collection.

Part 6- Meals

You will receive three (3) meals a day. There are times when we provide Brunch. KPIL will not be able to accommodate restricted diets such as Pureed Food, Mechanical Soft, Mechanically Chopped, Thickened Liquids or any special diets (Vegetarian, Vegan, etc.) prescribed by your Doctor, Speech Therapist, Dentist, etc. In addition, monitoring your intake such as Sugar Intake, Sodium Intake, Protein Intake are also not provided to this service. In some cases, if your orders may be a temporary basis, you may continue at a rehab or any facility that provide this service and you are welcome to return when you are not requiring these restrictions. No Eating or Drinking in the Room. We don't offer alternative choices if you don't like what's being served during meals. **Wash your own dishes.**

Part 7- Wi-Fi Access

Wi-Fi access is limited to a number of devices connected at the same time. KPIL will be providing you the password and only KPIL representative will be the one to enter it to your device. To avoid sharing of the password to others, we don't write down when we provide the password to you.

Part 8- Use and its common areas

The facility is a non-licensed facility (Single Family House). You shall use the premises as, and only as, your primary place of residence. You shall not cause or not allow having an illegal activity inside the house or using on the premises. You must be occupied only with other residents/clients. You must inform us in writing and must receive written approval from us prior to allowing another to enter or stay in the house either business or personal visits. You are entitled to use and enjoy but not exclusive basis with Rules and Regulations. We provide you bed, pillows, blankets, and sheets. You are responsible for providing your personal grooming supplies, towels, clothing, toiletries, etc. KPIL provides couches, chairs, cabled TV in the living room, and other furniture in the living room and kitchen.

Part 9- Parking-We have limited Parking Space in-front of our house. Driveway can accommodate 2 cars. Parking on the street is available. Although the City of San Jose has scheduled Road Sweeping on scheduled basis, you are responsible for making sure you are aware of the schedule. Otherwise, parking ticket from the City of San Jose Parking Compliance will be issued to you at your own expense. The Street Sweeping on Jackson Avenue is on 1st and 3rd Tuesdays of each month.

Part 10- Pre-Move-In

To protect our facility and other clients/residents, prior to your move-in, KPIL representative will inspect your belongings for any possible bugs, bed bugs, termites, cockroaches, and other types of insects that may potentially bring in with your belongings. We recommend to do your laundry prior to move in.

Part 11-Maintenance and Alterations

You shall keep the premises and all fixtures, accessories, and appliances in a clean and safe condition. If you and your guest(s) cause or permit damages on the premises, you shall be liable for the cost and repair damage. If in case, the liability is not a cause of you or your guest(s), we will be responsible for the repair and replacement.

Considering Safety Rules, keeping unnecessary items such as recyclable and non-recyclable items in the room or in the premises or unacceptable habits that might cause safety (such as fire) and sanitation issues or violations will result to an immediate action of the KPIL Administrator or termination of residency at KPIL.

Any Alterations and non-structural Alterations are not allowed in the House. KPIL is an Independent Living Facility and does not have any ramp or wheelchair access to accommodate individuals who use wheelchairs, scooters, walker, etc. Any alterations needed may require an approval from the City of San Jose Planning, Building and Code Enforcement Department.

Part 12-Laundry

KPIL provides you Washing Machine and Dryer that don't require coins to operate. You will be given a schedule for your laundry. Your laundry can only be done once a week. You are responsible to provide your own laundry detergent or any laundry supplies. Any missing items or damages, KPIL will not be responsible with the cost or replacement.

Part 13- House Rules

You shall comply with written House Rules we issue regarding the use of the premises and common areas. A copy of House Rules will be provided for your records. Any amendment to the House Rules shall be in writing and effective thirty (30) days after the notice thereof to you or if the implementation is effective immediately.

By putting initial below, I certify that I understood and received a copy of the KPIL House Rule and Policy (Initials) _____

Part 14- Room Entry and Inspection

We may enter and inspect your room after giving you reasonable notice (either written or verbal) for the following:

- 14.1. Making necessary or agreed upon repairs
- 14.2. Inspecting for compliance with terms and agreement
- 14.3. Showing premises to prospective renters, repair workers, and our representative (s).
- 14.4. Conducting weekly or monthly inspection or any reasonable unscheduled inspection

Part 15- Your Obligations

- 15.1. Comply with all obligations as stated in your House Rules
- 15.2. Use only a reasonable manner, and in a manner designed to conserve gas and electricity, all electrical, plumbing, sanitary, heating, ventilation, air condition, and other facilities and all appliances as applicable.
- 15.3. Promptly notify us of the need for repairs, to the premises and known unsafe conditions, in the common areas and grounds of the project which may lead to damage or injury.
- 15.4. Refrain from illegal activity or other activity which impairs the physical and social the environment of the premises.

Part 16- Our Obligations

We agreed to:

- 16.1. Comply with the requirement of applicable State and Local Housing Codes and Regulations materially affecting Health and Safety.
- 16.2. Within a reasonable time, make or require necessary repairs to the premises to keep them in the habitable condition.
- 16.3. Maintain in a good and safe working order and condition with any electrical, plumbing, sanitary, heating, ventilation and other equipment and appliances supplied or required to be supplied by us.

Part 17 Transportation and Appointments

- 17.1 KPIL doesn't provide transportation to the clients/residents. There are some instances as a courtesy we can provide you with transportation using the owner's personal vehicle. Please keep in mind that since we are not providing transportation and as a courtesy, KPIL has no liability in any damages, missing items during the transport.
- 17.2. You can make your own transportation arrangements with Uber, Lyft, Taxi, VTA and other available transportation options in the area. KPIL will not be responsible for any transportation expenses you may have.

Part 18- Resident Absence

If for any reasons you are out of the facility, either for a temporary basis, you are still responsible with your rent. Being out of the facility such as hospitalization, rehab, personal leave, etc. while your belongings are still in the room, KPIL will continue to charge you. Being physically absent will not provide credit to your rent. To avoid charges, you and your responsible party can remove your belongings. Please keep in mind that a 30-day notice is required to vacate the facility. You still have the Rights to physically moved out within the 30-day period as your choice at anytime.

Part 19-Smoking

Smoking is not permitted in any part of the facility including the lobby, kitchen, room, bathroom, front yard, etc. You can only smoke in the designated area in the backyard. You are responsible to keep the backyard clean by not throwing cigarette butts or any items anywhere. A number of ashtrays are provided for you to use. Smoking in the facility/house, bathroom or in the room is considered dangerous and can cause a fire in the facility/house. Termination of Residency will be issued by KPIL with this matter due to Safety concern.

Part 20-Pet

KPIL is a shared-room set-up. Considering Pet may also cause issues with others especially to your roommates such as allergies or any medical conditions. Service Animals are welcome but we also consider the health of others.

Part 21-Termination and Eviction

- 21.1. You may terminate the tenancy in the premises by giving thirty (30) day written notice. Vacating the facility without proper notice, you will not be receiving any refund. You may vacate the premises with a necessary MOVE-OUT (KP1 form) or inventory list prior to check out. It is your obligation or your Responsible Party to remove your belongings from the house to avoid daily charges. KPIL will not remove or touch your belongings from your room without any authorization. When you moved out and your belongings are still at the facility, KPIL will continue to charge you until you completely removed your belongings. By signing this contract, you also agreed that KPIL has no storage unit to keep your belongings.
- 21.2. You may be terminated tenancy from premises if there is **NO PAYMENT** of rent. If you did not put any deposit, your tenancy will be terminated for no payment on the current month. Example: On March 4th, KPIL did not receive your rent, which is supposed to be paid on or no later than the 3rd, KPIL has the right to ask you to vacate. If you put a deposit, you can use this for your final payment when you planned to move-out. Also, when there are any damages caused, may fall in your expenses, KPIL will utilize your deposit to cover the repairs and damages.

- 21.3. You may be terminated tenancy from premises if caught for any illegal activities inside premises such as:
- 21.3.1. Illegal Drugs-*immediate eviction notice* will be given out to the client(s), Case Manager, Social Worker, Conservator or POA
 - 21.3.2. Sexual Harassment/Assault-*immediate eviction notice* for everyone's safety.
 - 21.3.3. Nuisance- graffiti, yelling, foul language or any means to nuisance will receive a *thirty (30) day notice* or shorter depending on severity of the issues.
 - 21.3.4. Influence of Alcohol-excessive influence that affects other Residents, your own health, damages in the premises, etc. KPIL will serve you an *immediate eviction notice* and it depends on the severity of the behavior when influenced by alcohol.
 - 21.3.5. Other violations will base on Management discretion such as:
 - 10.3.4.1. Allowing guests without permission
 - 10.3.4.2. Stealing someone else's meal and belongings
 - 10.3.4.3. Laundry Benefits violations. Laundry must be done once a week only
 - 21.3.6. Other Immediate Termination Grounds:
 - 10.3.6.1. Engage in any threat or danger to you and to others.
 - 10.3.6.2. Suicidal
 - 10.3.6.3. Determined as 51/50 by the Law Enforcement, Social Workers, Physicians, Nurses or other Licensed Professionals in the State of California.
 - 10.3.6.4. Hazards and Safety Issues such as smoking in the house, lighting cigarettes using stoves or cooking equipment, etc.

Note: Please be aware that KPIL can involve Law Enforcement depending on the severity of the behavior.

- 21.4. KPIL will have the Right to refuse your return to the premises for Residency when/after:
- 21.4.1. Hospitalized / Rehab and you will need assistance with Activities of Daily Living (ADLs) such as bathing, grooming, transferring, mobility, bathroom, dressing, feeding, incontinent or when you require to use a wheelchair or walker. KPIL has no ramp to accommodate individuals who use a wheelchair or electric scooter for mobility. KPIL is designed for Independent Individuals with ADLs.
 - 21.4.2. Medication Assistance-KPIL in an Independent Facility and will not be able to assist with medications. A reminder can be provided but you must be able to manage your own medications includes ordering, storing, securing and taking them on time. To determine if you can Self-manage your medications, as per assessment, you should know the following:
 - 21.4.2.1. Know the Size, Dosage, Color, Shape, Purpose, Side effects, etc.
 - 21.4.2.2. Able to secure and locked medications at all times
 - 21.4.2.3. Able to manage injections and can dispose of properly using a Biohazard Containers. A Biohazard Disposal company is required to use when disposing of the used syringes. You should arrange yourself a proper disposal.
 - 21.4.2.4. Able to manage PRN or as Needed Medications
 - 21.4.2.5. Able to manage when ordering or re-ordering medications includes pick up, setting-up payments, and or arranging deliveries. When the medications are being delivered, you will be responsible for any

co-payment or arrange with your Representative Payee, Social Worker(s), Case Manager(s), Conservator, etc.

21.5. Termination due to Health needs will still require 30 day termination notice. KPIL is an Independent Living Facility and unable to provide personal care to the residents/clients.

IMPORTANT: Knowing that your Health Condition is Changed and no longer fit for Independent Living, you, your representative, family, Social Worker(s), Conservator can initiate a 30-day notice to terminate your residency.

Part 22-Death at the Facility/ House

KPIL will make a call for Emergency, Case Manager(s), your family, Responsible Party(ies), etc. KPIL will not be responsible for any arrangement with the Mortuary.

Part 23- Reporting Agency

KPIL is an Independent Living Facility and continue to get support from the Local Law Enforcement Agency, Housing Authority, Department of Social Services (such as Adult Protective Services), Physicians, Practitioners, Social Workers, Fire Department, EMS Team, Home Health Services, Public Health Department and any other agencies that will assist us for your welfare, health and KPIL’s compliance. We shall cooperate with these agencies during the investigation to the case such as Abuse, Self-abuse, negligence, emergency situations, compliance, etc.

Part 24- Notice Regarding Law Enforcement Requirement

As per Resident/Client criminal history, you are required as per Megan’s Law in the State of California. The County of Santa Clara Probation Department or Local Enforcement can determine if KPIL is the appropriate place for your stay depending on your Criminal Records. KPIL welcomes individuals if Rules and Regulations are being followed. KPIL cooperates with your Probation Officer (s) and Local Law Enforcement with any questions the Departments/Agencies may have.

Part 25- Amendments

Any Amendments as per Regulations, Laws, and Policies when changes arise, KPIL can modify this Agreement with notification. An Amendment or Addendum will be provided to you for review, acceptance, and signature.

Part 26- Non-Discrimination

KPIL does not discriminate based on Religion, Race, National Origin, Gender and Preferences or Disability.

Part 27- Acknowledgment

As consideration for your continued fulfillment of the terms and conditions of this lease, we agree that you may pay, during the effective period of the lease, have enjoyed the use of the premises described above.

Resident’s Signature

Date:

King Phillip I.L. Representative

Date: