

# FAIR HAVEN FOUNDATION OCCUPANCY AGREEMENT

**IMPORTANT: PLEASE COMPLETE ALL SHADED SPACES.**

This Occupancy Agreement (the "Agreement") is made on this date:  (Month/Day/Year)

by and between Fair Haven Foundation, Inc. ("Fair Haven") and:

(Names of patient and /or family member(s), the "Occupant").

1. Premises. Fair Haven, subject to the Occupant's compliance with the terms and conditions set forth in this Agreement, has agreed to allow the Occupant to occupy and use the following described premises (the "Premises"):

Premises: The Occupant shall be assigned to one of the following apartments, as available:  
Stadium Lofts & Flats- Downtown: 1510 Stadium Way #118, 124, 128; 1425 Stadium Way #3107; 1435 Stadium Way #2101, 2108; 1445 Stadium Way #1106, Indianapolis, IN.  
Keeneland Crest- South: 8220A Boggs Creek Drive or 8429A Cabin Creek Drive, Indianapolis, IN.

The Premises are being provided to the Occupant on an "as is" basis. To the fullest extent permitted by law, Fair Haven makes no warranty of habitability, warranty of fitness, or any other warranty as to the Premises.

2. Term. Subject to the terms and conditions of this Agreement, the Occupant shall be allowed to occupy the Premises through one day following the end of long-term treatment at IU Health OR one day following release by physician to return to his/her residence OR up to 90 days (whichever is earliest). Extensions of time for continued occupancy are subject to the prior approval of Fair Haven.

3. Rent. The Occupant shall not be responsible for the payment of any rent or utilities provided to the Premises.

4. Occupancy. The Occupant acknowledges that he/she is being allowed to occupy the Premises for the term set forth above solely for purposes of undergoing treatment and that the Premises are being provided to the Occupant rent free in association with the not-for-profit status and charitable purpose of Fair Haven.

5. Remedies for Breach of Agreement. If Fair Haven determines in its sole discretion that the Occupant has breached any of his/her obligations under this Agreement then Fair Haven, in addition to any other remedies that it may have, reserves the right to demand that the Occupant vacate the Premises immediately. The Occupant agrees to vacate the Premises immediately.

6. Liability/Indemnification. Neither Fair Haven nor any of the directors, officers, employees or agents of Fair Haven shall be liable to the Occupant for any injury or damages resulting from or relating to the Occupant's occupancy of the Premises, other than resulting from Fair Haven's sole negligence or willful misconduct. The Occupant acknowledges that the Premises may be insured, but any insurance does not cover the Occupant's personal property.

7. Covenant not to Sue. The Occupant covenants not to sue Fair Haven or any director, officer, employee or agent of Fair Haven for any claims resulting from or relating to the Premises, except for such claims that arise from the sole negligence or willful misconduct of Fair Haven or the directors, officers, employees or agents of Fair Haven, whether such claims now exist or accrue at any point in the future.

8. Indemnification and Hold Harmless. The Occupant shall indemnify and hold Fair Haven and its directors, officers, employees and agents harmless from any claims arising from damage or injury to any third person or persons either as to their person or property resulting from any act or omission of the Occupant in any manner resulting from or relating to the occupancy of the Premises.

9. Vacating Premises. At the termination of this Agreement or at any other time stated in this Agreement, the Occupant shall yield immediate possession of the Premises to Fair Haven. On termination, the Occupant and a representative of Fair Haven has the right to conduct a joint walk-through inspection of the Premises. The Occupant shall be responsible for the repair of or replacement of any broken or missing items.

10. Rules and Regulations. The Occupant agrees to comply with the following rules and regulations. **INITIAL each of the following, indicating your understanding and agreement to comply:**

\_\_\_\_\_

**NO OCCUPANT MAY SMOKE INSIDE THE PREMISES AT ANY TIME. NO OCCUPANT MAY POSSESS OR USE ALCOHOL OR ILLICIT DRUGS ON THE PREMISES AT ANY TIME.**

\_\_\_\_\_

**NO PETS ARE ALLOWED INSIDE THE PREMISES AT ANY TIME.**

\_\_\_\_\_

**I UNDERSTAND THAT IF AN OCCUPANT(S) IS SUSPECTED TO HAVE POSSESSED OR USED ALCOHOL EXCESSIVELY OR ILLICIT DRUGS AT THE PREMISES, THE OCCUPANT(S) WILL BE REQUIRED TO VACATE THE PREMISES IMMEDIATELY. IF SMOKING OR THE PRESENCE OF A PET IS SUSPECTED INSIDE THE PREMISES, THE OCCUPANT(S) WILL BE ASKED TO VACATE THE PREMISES WITHIN 24 HOURS AND BE SUBJECT TO A \$300 CLEANING FEE. THE OCCUPANT UNDERSTANDS THAT FAIR HAVEN MAY CONDUCT A RANDOM INSPECTION OF THE PREMISES AT ANY TIME WITHOUT NOTICE.**

\_\_\_\_\_

The Occupant shall keep the Premises in good order, condition and repair and in a clean and sanitary condition.

\_\_\_\_\_

The Occupant shall allow "quiet enjoyment" by the Occupant's neighbors.

\_\_\_\_\_

The Occupant shall promptly notify the apartment leasing office and/or Fair Haven of maintenance needs.

\_\_\_\_\_

**FOR STADIUM APARTMENT OCCUPANTS ONLY: THE OCCUPANT SHALL PLACE A PARKING PERMIT DECAL CLEARLY AND VISIBLY ON THE FRONT DRIVER'S SIDE WINDSHIELD OF ANY VEHICLES PARKED ON THE PREMISES AT ALL TIMES. THE OCCUPANT SHALL NOT PARK IN ANY CARPORTS OR GARAGES AT ANY TIME. THE OCCUPANT IS AWARE THAT STADIUM LOFTS AND FLATS CONTRACTS A TOWING COMPANY THAT MONITORS THE PREMISES 24 HOURS PER DAY/7 DAYS PER WEEK TO TOW ALL VEHICLES VIOLATING THESE PROVISIONS. THE OCCUPANT SHALL BE RESPONSIBLE FOR RECOVERY OF THEIR VEHICLE(S) AND ALL ASSOCIATED FEES SHOULD THEIR VEHICLE(S) BE TOWED.**

\_\_\_\_\_

The Occupant shall, at termination of this Agreement, leave the Premises in a clean and orderly condition.

\_\_\_\_\_

The Occupant shall turn in all sets of keys promptly upon vacating the Premises. For Stadium Lofts & Flats Apartments Occupants Only: The Occupant shall turn in all parking permits promptly upon vacating the Premises. **The Occupant shall pay a \$250 replacement fee if he/she fails to turn in the parking permit(s).**

11. I grant permission to health care personnel (including social workers, transplant coordinators, case workers, nursing staff, physicians, and others involved in care) to release my name, my family member's names, caregiver names, and medical information to Fair Haven staff and volunteers for the purpose of arranging for housing and/or other assistance through Fair Haven Foundation. I grant permission to Fair Haven to use my name, my family members' names, my photo, and my written or verbal comments for the purpose of marketing and community awareness as a non-profit foundation.

12. Binding Effect. The covenants, conditions, and agreements made and entered into by the parties hereto are binding on the parties and their respective representatives and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**FAIR HAVEN FOUNDATION, INC.**

\_\_\_\_\_  
Authorized Staff Member

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**OCCUPANT(S)**

**Occupant #1:**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Relationship to Patient (if applicable)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Occupant #2:**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Relationship to Patient (if applicable)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date