



A Project of Lexington Cooperative Ministry Inc.

Application Packet

The Legacy Home Ministry
(Lexington Cooperative Ministry, Inc.)

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SELECTION CRITERIA

THE LEGACY HOME is owned and operated by Lexington Cooperative Ministry Inc., a non-profit 501(c)(3) corporation. The Legacy Home is designed to allow five women ages 55 and older who have modest incomes to share the rent of a home and other expenses in order to minimize the cost of growing older. It is an opportunity to grow older and stay in the community. It is a wonderful new alternative to large institutional apartment buildings or living alone.

The Legacy Home is *independent living* and no services (such as transportation, meals, health care) are provided. The Legacy Home is not a government subsidized low income or Section 8 facility, a personal care home, an assisted living facility, or a single room occupancy residence. The Legacy Home is committed to consider any woman who applies for residency who is at least fifty five (55) years of age, meets the income eligibility guidelines, intends to make The Legacy Home her primary residence and will not maintain a secondary residence, and whose health and general well-being insure that she does not need supervisory or nursing care.

1. WHAT ARE THE INCOME ELIGIBILITY GUIDELINES?

To be considered for The Legacy Home an applicant must have an annual income that does not exceed \$ 22,350.00 for 2013/2014.

An applicant must have sufficient personal income to meet their basic living expenses. The Legacy Home is targeted primarily for women who are not otherwise eligible for ongoing state and federal assistance to meet their basic living expenses.

2. WHAT ARE THE ADMISSION REQUIREMENTS?

The Legacy Home Board will consider at least the following additional factors before admitting any applicant. A resident must:

- Be of sound mind.

- Demonstrate the financial ability to pay for rent & utilities & satisfactory rental history.
- Be able to care for herself.
- Be able and willing to take care of her room and the daily tasks to maintain the common areas of the house.
- Be able and willing to help plan, shop for and prepare daily group meals.
- Be able and willing to administer her medications.
- Be able and willing to summon help and follow emergency procedures.
- Pose no threat to the well-being, health, safety or security of herself or other residents of The Legacy Home.
- Demonstrate a history of no violent physical crimes to people or property or other criminal acts which would have an adverse effect on the health, safety, and welfare of other tenants as well as alcohol abuse or registration as a sex offender.
 - Pose no threat of damage to the unit, building, equipment, or property.
 - Have in effect at all times a Durable Power of Attorney including a Durable Power of attorney for health care, and to provide a copy with the admission packet.
 - Agree that The Legacy Home and grounds is for non smokers only.
 - Agree to abide by the terms of the lease.
 - Be able and willing to adjust appropriately to congregate living.

An applicant may be considered ineligible if:

- The applicant's annual income is greater than the applicable income limit.
- Household characteristics are not appropriate for congregate living.
- The applicant falsifies her application.
- The applicant does not meet The Legacy Home selection criteria.

3. HOW MUCH IS THE MONTHLY RENT & UTILITY FEE?

The monthly rent is \$425.00 (including utilities and maintenance fees). The monthly rental fee is based on the annual estimated costs for mortgage, utilities and maintenance. The rent is subject to annual review by the Board and may be revised to reflect significant increases or decreases in The Legacy Home costs when a resident's lease is renewed. Residents must sign a year to year lease.

The monthly rent is due on the first day of the month and will be automatically debited from the resident's checking account. Rent is not reduced if a resident is absent because of extended visits away from the home.

4. IS THERE A SECURITY DEPOSIT?

A security deposit equal to one month's rent is required.

5. WHAT IS PROVIDED FOR RESIDENTS?

- Furniture, accessories, kitchen and maintenance equipment for all common areas including the living room, sunroom, kitchen and deck are provided by The Legacy Home.
- Parking is available for residents' cars.
- Utilities are included in the monthly rental fee. Basic TV cable, internet, heat, water, sewer, electricity and *local* phone service are provided by The Legacy Home.

6. WHAT MUST THE RESIDENTS PROVIDE?

- Medical care, nursing services, and personal care services to help with the activities of daily living *are not* provided.
- Residents must bring furniture for their individual bedrooms.
- Residents are responsible for providing sheets, pillowcases, blankets, towels etc.
- Residents pay their own moving costs.

7. WHAT IS NEEDED TO START THE APPLICATION PROCESS?

The first step in order to be considered as a candidate for admission to The Legacy Home an applicant must return a completed Application for Residency Packet. Included in the packet are:

- The application form.
- A completed and credible criminal record check from the Commonwealth of Kentucky. The LCM Board reserves the right to request additional criminal background checks if the resident has lived out of state within the past 10 years.
- A completed and credible credit check.
- Two personal references from people unrelated to the applicant
- Two landlord references if currently renting.
- The Legacy Home Annual Health Care Examination Report – to be completed by your licensed medical practitioner within the last 60 days of initial application or reapplication.

You must also include with your completed packet:

- Evidence that you have an established checking account.
- A copy of Kentucky Durable Power of Attorney.

- A copy of your Federal Tax Returns for the past two years.
- A copy of your annual Social Security award letter if applicable, or other statement of current income.
- A government issued picture ID.

8. WHAT HAPPENS AFTER YOU TURN IN THE APPLICATION PACKET?

The information you provided on your application form will be reviewed and verified, the background check and credit will reviewed and the personal and previous landlord references you provided will all be contacted. If it is determined that you meet the initial Legacy Home criteria and are considered as a candidate for admission, you may be considered for an interview. Candidates who successfully complete the application and interview process will be eligible for openings as they become available. If a space at The Legacy Home is not available, the candidate may elect to be placed *on the waiting list*. When an opening occurs and a candidate is selected from the list she will be contacted regarding availability. A candidate may be asked to update the medical information if it is older than 60 days.

If the applicant does not respond within ten days or are unable to be contacted from the information on file, the applicant will be deleted from the waiting list. The candidate's completed application will be kept on file for one year.

The Board of Directors reserves the right to require any resident to vacate her room within thirty days if, in the judgment of the Board, the resident is unable or unwilling to comply with the requirements of The Legacy Home, as set out in this provision, or to adjust to living in the community. The resident or their Power of Attorney shall, on thirty days notice, be responsible for having the resident removed from The Legacy Home, if necessary, to comply with this provision.



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Guidelines for Cooperative Living

As in most families and community living situations, there are guidelines that keep people safe and set the ground rules for mutual respect within the household. These guidelines help you know what to expect. A Lexington Cooperative Ministry Board Member will, as necessary, make a referral to appropriate resources to facilitate conversation if and when disagreements, misunderstandings or major infractions of the guidelines occur.

Smoking: There will be no smoking by residents or guests inside or outside on any of The Legacy Home property. Residents are responsible for notifying their guests that smoking is not permitted.

Weapons: No firearms or other weapons will be allowed on the property of The Legacy Home by residents or visitors. Residents are responsible for notifying their guests that weapons are not permitted.

Group Decision Making: All five residents will participate in decisions that affect their daily lives. Each individual will respect the viewpoint of the others. Decisions will be made using the majority rule.

Privacy: Each bedroom is the personal private space for the resident. Residents may lock their personal room. No other resident or guest may enter the personal bedroom without invitation. When necessary, authorized individuals may check personal spaces for cleanliness or for needed repairs.

Noise: Individual residents and their guests will respect the rights of the other residents to live in a quiet home by minimizing noise.

Rent: Rent will be paid electronically from a personal checking account on the first day of the month from residents' personal checking accounts. Non-payment of rent by the first of the month without Board approval may be cause for eviction as outlined in the lease

Conservation of Utilities: Residents will conserve these resources in order to minimize utility costs which may reduce rent in the future. For instance, lights and appliances will be turned off when the resident is not in the room; full loads of dishes will be cleaned in the dishwasher; sweaters will be worn instead of increasing the heat.

Drapery Rods: Drapery rods in private bedrooms or public spaces may not be changed or added without Board approval.

Parking: Parking in the driveway and two on street spaces will be limited to residents. Parking will be first come first served in the driveway. Guests will park on the street. The drop off slot is not to be used for parking at any time.

Visitors: No overnight visitors will be allowed at The Legacy Home.

Where-abouts and Extended absences: As a courtesy to the other residents who may worry about their housemates, residents will advise others when they will expect to return.

Emergencies: Call 911. Ensure the safety and whereabouts of each resident. Residents will notify the Board with critical follow-up information that may require Board attention.

Household Duties:

- **Cleaning:** Both public and private spaces will be kept clean and free from debris or dangerous substances. Each resident is responsible for the cleanliness of their own room and sharing in the cleaning tasks of the community space. Housekeeping tasks will be decided upon by the residents. An annual deep housekeeping (windows, baseboards, doors and trim, and other cleaning tasks) will be negotiated and coordinated by the Board.

- **Cooking:** Cooking tasks, including weekly meal planning and grocery needs may be shared by all residents by mutual agreement. Some of the cost of food will be shared by the residents. Each resident may identify personal food that is off limits to others without invitation. Each resident may identify personal food preferences.

- **Laundry:** Each resident will be responsible for her own laundry. Sharing loads (with the exception of -intimate apparel) is encouraged. Only resident's laundry may be done at The Legacy Home.

Household Security: All doors will be locked at night or when all residents are out of the house. Keys may not be duplicated or shared with others. Loss of keys must be reported to the Board for replacement per the lease agreement.

Rescinding Lease: All decisions regarding breach of lease agreement will be determined by the Lexington Cooperative Ministry Board of Directors. Each resident is encouraged to review the lease on a regular basis and abide by the agreement. Questions regarding the lease may be directed to the Board.

Research: The Board has determined that research regarding how women age in community is important not only for educational purposes, but to also to guide the Board in future projects similar the Legacy Home. Residents will be invited to participate in research projects but will have the right to refuse without consequences.



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RESIDENTIAL APPLICATION

Date: _____

Name: _____

Social Sec. #: _____

2011 Annual Income from all Sources _____

Present Address: _____

Number of Rooms: _____ Number of Persons: _____

Rent/Mortgage Paid: _____

Length of Tenancy: _____

Your Telephone No. _____

Landlord's Name and Address: _____

_____ Telephone No. _____

Previous Address: _____

Landlord's Name and Address: _____

How Long? _____

Rent/Mortgage Paid: _____

=====

Current Employment- If Applicable

Job Title: _____:

Company Name: _____

Company Address: _____

Company Telephone No.: _____

Length of Employment: _____

=====

Have you ever been evicted? no yes

Describe _____

Have you ever broken a lease? no yes

Describe _____

Have you ever been named or otherwise involved in a Landlord/Tenant proceeding or any other matter in housing court? no yes

Describe _____

Have you ever declared bankruptcy? no yes

Describe _____

Citizen Status: U.S. Citizen Permanent Resident (Green Card)

Temporary Resident (No Green Card)

=====

Bank Accounts:

Checking: Account # _____ Bank _____

Bank Address _____

Savings: Account # _____ Bank _____

Bank Address _____

Additional Sources of Income (Stocks, Pensions, Etc.):

Applicant's Power of Attorney:

Name

Address

Telephone No.

Additional References:

1. _____
Name Address Telephone No.

2. _____
Name Address Telephone No.

How did you hear about The Legacy Home? Church Another Agency Website

Reference/Referral Other (describe) _____

I hereby warrant that all my representations set forth above are true and agree to notify Landlord in writing if any above representations shall change after the date below. I further represent that I am not renting a room or an apartment or a house under another name, nor have I ever been dispossessed from my apartment, nor am I now being dispossessed. I understand this notice will also apply to future update reports that may be requested.

Signature: _____ Date: _____

Application check list:

- _____ This form signed and dated
- _____ A copy of your federal income tax returns for the past two years.
- _____ Your Social Security Award letter for 2011.
- _____ Your checking account statements for the past 3 months
- _____ A completed and credible criminal record check from the Commonwealth of Kentucky. (See instructions for obtaining this document).
- _____ A completed and credible credit check. (See instructions for obtaining this document).
- _____ Two letters of personal reference from people unrelated to you.
- _____ Letters of reference from at least two landlords.
- _____ The Legacy Home Annual Health Care Examination Report – to be completed by your licensed medical practitioner within the last 60 days of initial application or reapplication.
- _____ A copy of a Durable Power of Attorney
- _____ A copy of a government issued picture identification.



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ANNUAL HEALTH CARE EXAMINATION REPORT

Name: _____ Birth Date: _____

Current Address _____

IMMUNIZATION RECORD: Up to date _____ Yes _____ No
If no please explain _____

TUBERCULOSIS STATUS (skin test or chest x-ray) _____

MEDICAL HISTORY

Chronic Illnesses: _____

Significant Historical Information: _____

Medications: _____

Smoking History: _____

Physical Exam:

Height ____ Weight ____ Blood Pressure ____ Pulse ____

Normal ____ Abnormal ____ General Appearance

Normal ____ Abnormal ____ HEENT

Normal ____ Abnormal ____ Skin

Normal ____ Abnormal ____ Neck

Normal ____ Abnormal ____ Chest

Normal ____ Abnormal ____ Heart

Normal ____ Abnormal ____ Abdomen

Normal ____ Abnormal ____ Reproductive System/Endocrine

Normal ____ Abnormal ____ Extremities/Back

Normal ____ Abnormal ____ Neurological

Please explain abnormal exam: _____

Recommendations to patient: _____

GENERAL STATE OF HEALTH OF PATIENT:

_____ excellent _____ good _____ fair _____ poor

Is the patient able to safely live independently? _____ Yes _____ No

Is the patient able to administer her medications without supervision or assistance?

_____ Yes _____ No

Is the patient able to participate and cooperate in shared activities of daily living?

_____ Yes _____ No

Is the patient free from nicotine dependence within the last two years? _____ Yes _____ No

Has the patient been treated for a drug or alcohol related condition within the past two years?

_____ Yes _____ No

For how long has the patient been under your care? _____

Name/Licensed Practitioner _____

Signature: _____

Address: _____

Telephone: _____

Date: _____



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Instructions for obtaining a credit report:

Credit reports may be obtained at no charge from a variety of on-line websites.

The preferred websites in which credit reports from Equifax, TransUnion, and Experian may be obtained at no cost from: <http://www.scoresense.com/> or www.annualcreditreport.com.



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Instructions for obtaining a criminal history report:

A criminal record check issued by the Commonwealth of Kentucky is available from The Administrative Office of the Courts. Please see the attached documents for complete instructions.

The Board reserves the right to request additional information if the applicant has lived out of state within the past ten years.

See the attached addendum for specific instructions on obtaining the report from The Administrative Office of the Courts in Frankfort, Kentucky.



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RESIDENTIAL LEASE AGREEMENT

This Rental Agreement or Residential Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. Landlord/Lessor/Agent, _____, shall be referred to as "OWNER" and Tenant(s)/Lessee, _____, shall be referred to as "RESIDENT." As consideration for this agreement, OWNER agrees to rent/lease to RESIDENT and RESIDENT agrees to rent/lease from OWNER for use solely as a cooperative private residence, sharing said residence with up to four other residents, each with a private bedroom and all other spaces to be occupied in common with the other residents at the premises located at 938 Delaware Street in the city of Lexington, KY. The Lease time period is 1 Year.

1. TERMS:

- a) a) RESIDENT agrees to arrange for rent to be paid by direct deposit in advance, \$_____ per month on the 5th day of each month. This agreement shall commence on _____, ____ and continue until _____, ____ as a leasehold. If RESIDENT should move from the premises prior to the expiration of this time period, she shall be liable for all rent due for the remainder of the current year's lease until such time that the residence is occupied by an OWNER approved paying RESIDENT and/or expiration of said time period, whichever is shorter; except that continued rent may be waived in whole or in part by the Board based upon compassion and extenuating circumstances such as physical inability to continue to occupy.
- b) This lease shall automatically be renewed on a year by year basis, provided the Resident continues to comply with The Legacy Home Resident Selection Criteria and House Rules attached hereto and with paragraph 1c of this lease agreement. Thus, the Resident may continue to occupy the premises as described above on year to year basis.
- c) Owner may terminate the lease and rental agreement at any time in the event the RESIDENT fails to comply with The Legacy Home Resident Selection Criteria and House Rules or the KY Landlord Tenant Law. RESIDENT agrees to an annual review by the Owner and agrees to cooperate by providing proof of compliance with financial

guidelines and Physicians report. The Owner shall give a 30 day written notice of intent to terminate and the cause for such termination shall be stated on the notice.

2. **RENTAL PAYMENTS:** All payments are to be made by direct deposit from the RESIDENT'S bank account into the OWNER's bank account number _____ at Community Trust Bank. OWNER acknowledges receipt of the First Month's rent of \$_____, and a Security Deposit of \$_____.

3. **SECURITY DEPOSITS:** The security deposit shall secure compliance with the terms and conditions of this agreement and shall be refunded to RESIDENT within 60 days after the premises have been completely vacated less any amount necessary to pay OWNER; a) any unpaid rent, b) cleaning costs, c) the cost of rekeying all locks (\$115.00 minimum), d) cost for repair of damages to premises and/or common areas above ordinary wear and tear, and e) any other amount legally allowable under the terms of this agreement. A written accounting of said charges shall be presented to RESIDENT within 30 days of move-out. If deposits do not cover such costs and damages, the RESIDENT shall immediately pay said additional costs for damages to OWNER.

4. **UTILITIES:** Owner agrees to pay all utilities and/or services basic cable and phone (no long distance), electrical, water and sewage and the rental payment shall include all said utilities.

5. **OCCUPANTS:** Guest(s) staying overnight shall be considered a breach of this agreement.

6 **PETS:** No animal, fowl, fish, reptile, and/or pet of any kind shall be kept on or about the premises for any amount of time. (This does not include service animals which may accompany visitors).

8. **LIQUID FILLED FURNISHINGS:** No liquid filled furniture or receptacle containing more than ten gallons of liquid is permitted (eg.waterbeds).

9. **PARKING:** Three parking spaces are available on the premises for residents only, and the Resident agrees to cooperate in the fair use of said spaces by Residents.

10. **NOISE:** RESIDENT agrees not to cause or allow any noise or activity on the premises which might disturb the peace and quiet of another RESIDENT and/or neighbor. Said noise and/or activity shall be a breach of this agreement.

11. **DESTRUCTION OF PREMISES:** If the premises become totally or partially destroyed during the term of this Agreement so that RESIDENT'S use is seriously impaired, OWNER or RESIDENT may terminate this Agreement immediately upon three day written notice to the other.

12. **CONDITION OF PREMISES:** RESIDENT acknowledges that she has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical

facilities, and/or all other items provided by OWNER are all clean, and in good satisfactory condition. RESIDENT agrees to keep the premises and all items in good order and good condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by RESIDENT, his guests and/or invitees, except as provided by law. At the termination of this Agreement, all of above items in this provision shall be returned to OWNER in clean and good condition except for reasonable wear and tear and the premises shall be free of all personal property and trash not belonging to OWNER. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.

13. ALTERATIONS: RESIDENT shall not paint, wallpaper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises except as specifically allowed in the current House Rules.

14: PROPERTY MAINTENANCE: RESIDENT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles and shall cooperate in keeping the garbage area neat and clean. RESIDENT shall be responsible for disposing of items of such size and nature as are not normally acceptable by the garbage hauler. RESIDENT shall be responsible for keeping the kitchen and bathroom drains free of things that may tend to cause clogging of the drains. RESIDENT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by stopping of waste pipes or overflow from bathtubs, wash basins, or sinks.

15. HOUSE RULES: RESIDENT shall comply with all current house rules (“The Guidelines for Cooperative Living”) as stated on separate attachment, but which are deemed part of this rental agreement, and a violation of any of the house rules is considered a breach of this agreement.

16. CHANGE OF TERMS: The terms and conditions of this agreement are subject to future change by OWNER, including a change in the rental payment, after the expiration of the agreed lease period upon 30-day written notice setting forth such change and delivered to RESIDENT. Any changes are subject to laws in existence at the time of the Notice of Change of Terms.

17. TERMINATION: After expiration of the leasing period, this agreement is automatically renewed from year to year if all requirements are met and the Resident so desires, as earlier described herein. However, in the event that the Resident does not intent to renew the lease, she may terminate by giving a 30-day written notice of intention to terminate. The Owner may also terminate by a 30-day written notice of intention to terminate prior to the end of any year lease period. In addition, termination may required by the Owner as provided in 1c of this lease agreement. The premises shall be considered vacated only after all areas including storage areas are clear of all RESIDENT'S belongings, and keys and other property furnished for

RESIDENT'S use are returned to OWNER. Should the RESIDENT hold over beyond the termination date or fail to vacate all possessions on or before the termination date, RESIDENT shall be liable for additional rent and damages which may include damages due to OWNER'S loss of prospective new renters.

18. **POSSESSION:** If OWNER is unable to deliver possession of the residence to RESIDENTS on the agreed date, because of the loss or destruction of the residence or because of the failure of the prior residents to vacate or for any other reason, the RESIDENT and/or OWNER may immediately cancel and terminate this agreement upon written notice to the other party at their last known address, whereupon neither party shall have liability to the other, and any sums paid under this Agreement shall be refunded in full. If neither party cancels, this Agreement shall be prorated and begin on the date of actual possession.

19. **INSURANCE:** RESIDENT acknowledges that OWNERS insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall OWNER be held liable for such losses. RESIDENT is hereby advised to obtain his own insurance policy to cover any personal losses.

20. **RIGHT OF ENTRY AND INSPECTION:** OWNER may enter, inspect, and/or repair the premises at any time in case of emergency, suspected abandonment or complaint by any other Resident. OWNER shall give 24 hours advance notice and may enter for the purpose of showing the premises during normal business hours to prospective renters, for smoke alarm inspections, and/or for normal inspections and repairs. OWNER is permitted to make all alterations, repairs and maintenance that in OWNER'S judgment is necessary to perform.

21. **ASSIGNMENT:** RESIDENT agrees not to transfer, assign or sublet the premises or any part thereof.

22. **PARTIAL INVALIDITY:** Nothing contained in this Agreement shall be construed as waiving any of the OWNER'S or RESIDENT'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.

23. **ATTORNEY FEES:** If any legal action or proceedings be brought by either party of this Agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded.

24. **NOTICES:** All notices to RESIDENT shall be served at RESIDENT'S premises and all notices to OWNER shall be served at _____.

25. **INVENTORY:** The premises contain the following personal property items that the RESIDENT may use. _____

26. **KEYS AND ADDENDUMS:** RESIDENT acknowledges receipt of the following which shall be deemed part of this Agreement: (Please check)

___ House Keys and _____ Bedroom Key, and _____ Key for safety box.
___ The Legacy Home Selection Criteria and House Rules

27. **Resident agrees that only LCM Inc. is authorized to duplicate any key.** If keys are lost, the resident will be charged with the cost of replacement keys.

28. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between OWNER and RESIDENT. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid.

29. **RECEIPT OF AGREEMENT:** The undersigned RESIDENT has read and understand this Agreement and hereby acknowledge receipt of a copy of this Rental Agreement.

RESIDENT'S Signature and date: _____

OWNER'S or Agent's Signature and date: _____

I have read and fully understand the lease agreement I am entering into & further agree to hold harmless, both individually and corporately, the members of Lexington Cooperative Ministry, Inc. Board for any claim of liability or otherwise made by the tenant(s) during the term of this lease.

Resident Signature

Date

