

OCCUPANCY AGREEMENT

This Occupancy Agreement (the "Agreement") is made this ____ day of _____, 200__, by and between Fair Haven Foundation, Inc. ("Fair Haven") and _____ (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: _____

Location: _____

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 and Rent. Subject to the terms and conditions of this Agreement, the Occupant shall be allowed to occupy the Premises from _____ through _____. Extensions of time for continued occupancy are subject to the prior approval of Fair Haven. The Occupant shall not be responsible for the payment of any rent or utilities provided to the Premises.

3. 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 cancer treatment and that the Premises is being provided to the Occupant rent free in association with the not-for-profit status and community service purpose of Fair Haven.

4. 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 within forty-eight (48) hours notice to the Occupant and the Occupant agrees to vacate the Premises immediately after the expiration of such notice period.

5. 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.

6. 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.

7. 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.

8. 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 any items or the replacement of any broken or missing items.

9. Rules and Regulations. The Occupant agrees to comply with the following rules and regulations:

- The Occupant shall keep the Premises in good order, condition and repair and in a clean and sanitary condition.
- The Occupant shall, at termination of this Agreement, clean the Premises including laundering bed and bath linens.
- **SMOKING AND PETS ARE NOT ALLOWED IN THE PREMISES. THIS IS AN IMPORTANT HEALTH ISSUE FOR FUTURE GUESTS.**
- The Occupant shall allow “quiet enjoyment” by the Occupant’s neighbors.
- The Occupant shall promptly notify Lockefield Gardens’ Leasing Office of maintenance needs.
- **THE OCCUPANT SHALL HANG A PARKING PERMIT CLEARLY AND VISIBLY ON THE REAR VIEW MIRROR 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 LOCKEFIELD GARDENS APARTMENTS 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 turn in all sets of keys and the parking permit promptly upon vacating the Premises. **The Occupant shall pay a \$250 replacement fee if he/she fails to turn in the parking permit.**

10. Binding Effect. The covenants, conditions, and agreements made and entered into by the parties hereto are declared binding on 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.

OCCUPANT

By: _____

Date: _____

Date: _____