



**Freedom Village
at Brandywine**

**RESIDENT ACKNOWLEDGMENT AND
INDEMNIFICATION AGREEMENT**

RECITALS:

A. WHEREAS, LCS (hereafter "we," "us," or "our"), the owner and operator of Freedom Village at Brandywine (the "Community") and _____ ("Resident") entered into a [Residency Agreement, an Assisted Living Residency Agreement, a Memory Care Residency Agreement, or a Health Center (i.e., nursing care) Admission Agreement] (circle one) dated _____, 20____ (the "Residency Agreement"); and

B. WHEREAS, now or anytime in the future, Resident (or someone acting on the Resident's behalf) may desire to engage a Personal Service Provider ("PSP") to provide services for the Resident, whether such PSP is hired as an employee, provides services as an independent contractor, or is contracted through an agency; and

C. WHEREAS, we will permit the PSP access to the Community to perform such employment or contractually agreed upon services for Resident, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, we and the Resident agree as follows:

1. Notice to the Community. The Resident agrees to give notice to the Community's administrative office, including the PSP's name, at the time the Resident has engaged the services of a PSP.

2. Indemnification. The Resident agrees to indemnify, defend and hold us harmless from claims, damages and expenses, including attorneys' fees and court costs, resulting from, attributable to, or in any way connected with the activities and/or conduct of the PSP or the Resident's contract with the PSP.

3. PSP Vacating Premises. Resident or Resident's legal representative shall require the PSP to immediately vacate the Residence or the Community's property upon any of the following events:

3.1 The Resident terminates the PSP's employment;

3.2 The Resident is permanently assigned to another specialized care facility;

- 3.3 The Resident is absent from the Community and the services of the PSP are no longer needed;
- 3.4 The Resident's death;
- 3.5 The Residency Agreement is cancelled; or
- 3.6 The PSP does not follow the PSP Policy or the Rules of Conduct.

4. Rules of Conduct. We require that a Resident ensure that the PSP follows the Community's Rules of Conduct as set forth in our Personal Service Provider Policy as they are updated and revised from time to time.

5. Acknowledgment. The Resident acknowledges receiving a signed copy of this Resident Acknowledgment and Indemnification Agreement and a copy of our Personal Service Provider Policy for Residents.

6. Separate Agreement. This Agreement is a separate agreement between the parties hereto and does not amend the rights or obligations of Resident or us under the terms of the Residency Agreement.

7. Entire Agreement. This Agreement constitutes the entire agreement between the parties with regard to the engagement of the PSP to provide services to the Resident, and all prior statements or promises concerning the PSP are merged herein.

Executed at _____ this _____ day of _____, 20_____.

Resident

Resident

**Freedom Village
 At Brandywine**

By: _____
 Authorized Representative

