

# HoosiersCare USE AGREEMENT

**THIS USE AGREEMENT** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between

(Occupants name) \_\_\_\_\_ and

HoosiersCare.

## **Mission Statement:**

HoosiersCare has been created to provide temporary housing and Hoosier hospitality for patients of IUHPTC and their caregivers. Our mission is to maintain hope, faith and compassion during your stay in Bloomington.

**1. Name(s) of Occupant:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. Emergency Points of Contact for Occupant:**

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

**3. Property Address:** \_\_\_\_\_  
Bloomington, Indiana.

**4. Term:** This Use Agreement, subject to early termination as provided below, provides temporary lodging to occupant. Occupancy of the premises is limited to the period of time occupant receives therapy at the Midwest Proton Radiotherapy Institute (IUHPTC). Extensions of time for continued occupancy are subject to prior approval by HoosiersCare.

**5. Services Provided:** HoosiersCare is not a nursing home, medical care provider or in-home care provider. Services that are provided are limited to providing habitable lodging for patients receiving treatment at IUHPTC and essential family members accompanying the patient.

**6. Financial:** The cost for occupancy of a HoosiersCare residence is \$23-\$30 per night. This cost may be paid monthly or in full at time of occupancy. Sherwood Oaks Christian Church (hereinafter "Sherwood Oaks") will reimburse any overpayment back to the occupant. Checks are made payable to HoosiersCare.

**7. Furnishings:** HoosiersCare has a complete inventory list of furnishings and personal property located in the residence. Please note that HoosiersCare has the right to inspect the premises at termination of this Use Agreement.

**8. Maintenance:** Occupant is expected to maintain the residence in good order free of trash and debris. HoosiersCare shall provide necessary maintenance to the facility. In the event of required maintenance, to include emergencies, occupant shall contact HoosiersCare through Sherwood Oaks.

**9. House Rules:**

- a. The premises shall not be used for any unlawful purpose or in any manner which unreasonably disturbs the peace and quiet of adjacent or surrounding neighbors.
- b. No pets, weapons, alcoholic beverages or non-prescription illegal drugs are allowed in the premises at any time.
- c. The residence is a smoke-free facility. **Smoking is not permitted** inside the residence.
- d. To conserve energy, please turn off all lights and appliances when leaving a room or the residence, as appropriate. Please be considerate of this lodging as if it were your own home.
- e. Occupant will clean the residence including laundering bed and bath linens prior to expiration of the term of occupancy.

**10. Key:** Occupant has been provided \_\_\_\_\_ key(s), which shall be returned at the end of occupancy.

**11. Waiver/Release:** In consideration for Occupant's use of the residence, Occupant for himself and all persons claiming through Occupant, waives any claim for personal injury or property damage against HoosiersCare and/or Sherwood Oaks, its officers, agents, employees and representatives arising out of use and occupancy of the residence except for injuries or damages arising from intentional wrongful acts of HoosiersCare and/or Sherwood Oaks. Occupant for himself and all persons claiming through occupant, waives any claim for personal injury or property damage against the owner and family members of property. Occupant agrees to indemnify and hold HoosiersCare and/or Sherwood Oaks and/or owner of property harmless for any claim for personal injury or property damage arising out of Occupant's use of the residence.

**12. Termination:** This Use Agreement shall terminate automatically at the end of the term. This Agreement may be terminated at any time by Occupant. HoosiersCare or Sherwood Oaks may terminate this Agreement any time on forty-eight (48) hours notice on breach of any of the House Rules or any other term of this Agreement by occupant. On termination, Occupant and a representative of HoosiersCare or Sherwood Oaks has the right to conduct a joint walk-through inspection in review of the inventory. Occupant shall be responsible for repair of any items and replacement of broken or missing items.

**OCCUPANT:**

**HoosiersCare**

\_\_\_\_\_ By: \_\_\_\_\_

Date \_\_\_\_\_