

REVIEWED

LEGAL COUNSEL



For Recording Stamp Only

LEASE

This Lease (“Lease”) is made by and between **DESCHUTES COUNTY**, a political subdivision of the State of Oregon (“Lessor”), and **CLUB HOUSE FOSTER - CLAIRAWAY** (“Lessee”). Lessor and Lessee are referred to herein as “Party” or “Parties.”

Lessor hereby leases to Lessee and Lessee takes from Lessor the “Premises” described as follows:

Property commonly known as 924 SE Breitenbush Lane, Bend, Oregon, 97702

1. Occupancy. The Parties agree that the terms of this Lease are as follows:
 - a. Term. The effective date of this Lease shall be June 01, 2024, or the date on which the last party has signed this Lease, whichever is later, and shall continue through August 31, 2025. This Lease and all automatic renewals as defined below, are contingent on a Deschutes County Services Contract (Services Contract), currently known as Deschutes County Document No. 2023-535 and like subsequent Services Contracts.
 - b. Lessor and Lessee each reserve the right to terminate this Lease prior to its expiration with thirty (30) days written notice, given to the other party. Upon the date of expiration of this lease or termination of the Services Contract, this Lease automatically terminates, and Lessee shall vacate the Premises within 30 days.
 - c. Automatic Renewal. If the Lessee is not then in default and the Lease has not been terminated in accordance hereof, this Lease shall automatically renewal (“Auto Renewal”) for additional one (1) year terms under the same terms and conditions set forth herein except for any modifications agreed to in writing by amendment. The Auto Renewal terms will be memorialized by a letter signed by the Parties, the Lessor (Deschutes County Property Manager or County Administrator) and Lessee.
 - d. Possession. During the Lease term, Lessee shall be entitled to access the Premises twenty-four hours a day, seven days a week. Changes to the hours and days of access are at the discretion of Lessor.
2. Rent. Lessee shall pay to Lessor as base rent the sum of One Thousand Two Hundred Fifty (\$1,250.00) Dollars per month, which is a below market rental rate, commencing with the date specified in Section 1. Rent shall be payable on the first day of each month without notice or demand to the address as specified in Section 16, or at such other place as may be designated in writing by Lessor.

3. Use of Premises. The Premises shall be used by Lessee for the purpose of operating Lessee's primary business, an adult foster home, licensed by the State of Oregon, Department of Human Services. Lessee, its principals or agents shall not use the Premises to operate a business other than that specified in this Lease and shall not use the Premises address as the business or mailing address for any other business than that specified in this Lease without obtaining the Lease's written consent in advance.
4. Restrictions on Use. In connection with the use of the Premises, Lessee shall:
 - a. Conform to all applicable laws and regulations affecting the Premises and correct at Lessee's own expense any failure of compliance created through Lessee's fault or by reason of Lessee's use of the Premises. Lessee shall not be required to make any structural changes to affect such compliance, unless such changes are required because of Lessee's specific use.
 - b. Refrain from any use which would be reasonably offensive to the Lessor, other tenants, or owners or users of adjoining property or unoccupied portions of the real property, or which would tend to create a nuisance or damage the reputation of the real property.
 - c. Refrain from making any unlawful or offensive use of said property or to suffer or permit any waste or strip thereof.
 - d. Exercise diligence in protecting from damage the real property and common area of Lessor covered by and used in connection with this Lease.
 - e. Be responsible for removing any liens placed on said property as a result of Lessee's use of Leased Premises.
 - f. Hazardous Substances. Lessee shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Lessee may use or otherwise handle on the Premises only those Hazardous Substances typically used in the prudent and safe operation of the business specified in Section 3 Lessee may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Lessee's reasonably anticipated needs. Lessee shall comply with all environmental laws ("Environmental Law") and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practical measures to minimize the quantity and toxicity of Hazardous Substances used, handled or stored on the Premises. On the expiration or termination of the Lease, Lessee shall remove all Hazardous Substances from the Premises. Environmental Law(s) shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety, or the environment. Hazardous Substance(s) shall mean any hazardous, toxic, infectious, or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.
 - g. Hazardous Substances – Indemnification. Lessee will indemnify, defend, and hold Lessor and Lessor's elected officials, officers, employees, agents, and volunteers harmless for, from, and against any and all losses, costs, expenses, claims, and/or liabilities (including reasonable attorney fees and costs) resulting from or arising out of, whether directly or indirectly, the use, storage, treatment, transportation, presence, release, or disposal of Hazardous Substances in, on under, or about the Premises to

the extend resulting from the activities of Lessee or its principals, employees, agents, clients and invitees. Lessee's indemnification obligations provided in this Section 4 (g) will survive the expiration or termination of this Lease.

5. Alterations.

- a. Lessee acknowledges that the Lessor is not required to make any improvements, modifications, or renovations to the Premises, and that Lessee is taking the Premises "AS IS" in its present condition subject to all patent and latent defects whether known or unknown. Landlord warrants that it has no knowledge of any defect which would impact the safe use of the Premises.
- b. Lessee shall not make improvements, alterations, or modifications on or to the Premises of any kind of nature whatsoever without first obtaining the Lessor's written consent, which shall not be unreasonably withheld or delayed. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes.
- c. Lessee may place fixtures, partitions, personal property, and the like in the Premises and may make nonstructural improvements and alterations to the Premises at its sole cost and expense. Lessee may be required to remove such items at the end of the Lease term as determined by the Lessor.

6. Lessee's Obligations. Lessee leases the Premises in its "as is" condition. Lessee waives any and all claims against Lessor with respect to any issues of habitability during Lessee's occupancy of the Premises. The following shall be the responsibility of the Lessee:

- a. Maintain a license with the State of Oregon to operate an adult foster home.
- b. Any repairs or alterations required under Lessee's obligation as set forth in "Restrictions on Use" above must comply with all laws and regulations.
- c. Lessee shall file for real property tax exemption status, if so qualified. If Lessee does not qualify for tax exemption or is denied tax exemption status, Lessee agrees to pay all real property taxes, assessments, and special assessments applicable to the Premises.
- d. Lessee agrees to pay prior to delinquency all taxes assessed against and levied upon Lessee owned alterations and utility and data installations, trade fixtures, furnishing, equipment and all personal property of Lessee contained in the Premises.
- e. On the prior written approval of Lessor, which shall not be unreasonably withheld, conditioned, or delayed, Lessee may install signage on the main entrance door to the Premises and on the monument sign, at Lessee's sole cost and expense, which must comply with all local rules, regulations, and ordinances.
- f. Lessee may place fixtures, partitions, personal property, and the like in the Premises and may make nonstructural improvements and alterations to the Premises at its own expense. Lessee may be required to remove such items at the end of the Lease term.
- g. Lessee shall take good care of the interior of the Premises and at the expiration of the term surrender the Premises in as good condition as at the commencement of this

Lease, excepting only reasonable wear, permitted alterations, and damage by fire or other casualty.

7. Repairs, Maintenance and Replacement.

- a. Lessor's Obligations. The following shall be the responsibility of the Lessor.
 - i. Lessor shall maintain building systems to provide adequate electricity, water, sewer for the building and Premises.
 - ii. Lessor will provide maintenance, repair, and replacements as necessary to the structure, foundation, subfloor, exterior walls (including paint), interior structural components of interior bearing walls, HVAC, and the roof, driveway and adjacent sidewalks and drainage systems to ensure good working order of the building and Premises.
 - iii. Lessor will perform quarterly inspections of Premises. At that time, Lessor will provide Lessee a list of any minor maintenance and repair items that are the responsibility of the Lessee including but not limited to as outlined in Section 7.b.ii. Further, Lessor will initiate any work orders to complete all other identified repairs, maintenance and replacements of the Premises.
- b. Lessee's Obligations. The following shall be the responsibility of the Lessee.
 - i. Lessee shall be responsible for any repairs necessitated by the negligence of Lessee, its principals, agents, employees, clients, volunteers and invitees, regardless of any other provision in this Lease.
 - ii. Lessee shall be responsible for light bulbs replacements, unclogging toilets, unclogging sinks, and broken or loose door handles.
 - iii. Lessee shall be responsible for any replacements associated with plumbing and lighting that Lessee chooses to replace.
 - iv. Lessee shall timely report to Lessor any needed repairs and maintenance to ensure good working order of the building and Premises.
 - v. Any repairs or alterations required under Section 7 to comply with laws and regulations as set forth in Section 6.
- c. Lessor's Interference with Lessee. In performing any repairs, maintenance, replacements, alterations, or other work performed on or around the Premises, Lessor shall not cause unreasonable interference with use of the Premises by the Lessee.
 - i. Lessee shall have no right to an abatement of Base Rent or other associated charges nor any claim against Lessor for any reasonable inconvenience or disturbance resulting from Lessor's activities performed in conformance with this provision.
- d. Inspection of Premises. Except in the case of an emergency, Lessor shall provide 24 hours' notice to Lessee to inspect the Premises to determine the necessity of repair or maintenance of Premises or a portion of the building or replacement of such, which affects the Premises.

8. Utilities and Services.

- a. Lessee is responsible for establishing and paying for all services associated with electric, water, sewer and all other utilities or other services to the building or Premises.
- b. Lessee is solely responsible for janitorial services, biological hazardous waste, and emergency cleanup resulting directly from Lessee's use of Premises.

- c. Lessee shall be responsible for providing all communications services and amenities necessary to operate an adult foster home, including but not limited to: telephone, internet, TV, and all wireless communications.
- d. Security equipment (cameras, recording devices, wiring, and like equipment), including the installation and maintenance thereof, shall be the sole responsibility of Lessee. Prior to installing such equipment to external portions of the building or Premises, Lessee shall request permission in writing to Lessor and Lessor agrees not to unreasonably withhold. Lessor acknowledges Lessee's existing camera equipment as of the effective date of this Agreement.

9. Liens.

- a. Except with respect to activities for which the Lessor is responsible, the Lessee shall pay as due all claims for work done on and for services rendered or material furnished to the Leased real property and shall keep the real property free from any liens. If Lessee fails to pay any such claims or to discharge any lien, Lessor may do so and collect the cost from Lessee. Any amount so expended shall bear interest at the rate of nine percent (9%) per annum from the date expended by Lessor and shall be payable on demand. Such action by Lessor shall not constitute a waiver of any right or remedy which Lessor may have on account of Lessee's default.
- b. Lessee may withhold payment of any claim in connection with a good faith dispute over the obligation to pay, so long as Lessor's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Lessee shall, within thirty (30) days after knowledge of the filing, secure the discharge of the lien or deposit with Lessor cash or a sufficient corporate surety bond or other surety satisfactory to Lessor in an amount sufficient to discharge the lien plus any costs, attorney fees and other charges that could accrue as a result of a foreclosure or sale under a lien.

10. Insurance.

- a. It is expressly understood that Lessor shall not be responsible for carrying insurance on any personal property owned by Lessee.
- b. Lessee will be required to carry fire and casualty insurance on Lessee's personal property on the Premises. Neither Party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy.
- c. Lessee shall provide to Lessor proof of workers' compensation insurance, upon request.
- d. Lessor is self-insured under ORS 30.282 and has established a self-insurance fund for liability arising out of any tort claim or property damage against any of its programs, officers, agents, employees and volunteers acting within the scope of their employment. This coverage is applicable under any Deschutes County agreement. A certificate of insurance will be provided upon request.
- e. Lessee shall carry commercial general liability insurance, with a combined single limit of not less than \$1,000,000 for each occurrence, with an annual aggregate limit of \$2,000,000. The policy shall include an additional insured endorsement, naming Deschutes County, its officers, agents, employees, and volunteers as an additional

insured. The policy shall be written on an occurrence basis unless approved and authorized by Lessor. There shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage during the term of this Lease. Lessee can meet the requirements of this section through a state-approved, self-insurance program so long as the program provides adequate levels of coverage to comply with this agreement.

- i. Claims Made Policies/Tail Coverage: If any of the required insurance policies is on a "claims made" basis, the Lessee shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of this continuous "claims made" coverage is on or before the effective date of this Lease, for a minimum of twenty-four (24) months following the end of the lease agreement. Notwithstanding the foregoing twenty-four (24) month requirement, if Lessee elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then Lessee may request and be granted approval of the maximum "tail" coverage period reasonably available in the marketplace. If approval is granted, the Lessee shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

Claims Made Policy (completed by County Risk Management)

Approved Not Approved

- f. Lessee shall furnish a current Certificate of Insurance to Lessor. The Certificate shall state the deductible or, if applicable, the self-insured retention level. Lessee shall be responsible for any deductible or self-insured retention. Lessee shall notify the County in writing at least 30 days in advance of any cancellation, termination, material change, or reduction of limits of the insurance coverage.

11. Indemnification: Lessee shall be responsible for any and all injury to any and all persons or property caused directly or indirectly by reason of any and all activities by Lessee on or in connection with the leased property; and further agrees to indemnify, defend, and save harmless the Lessor, its officers, agents, and employees from and against all claims, suits or action, damages, costs, losses and expenses in any manner resulting from, arising out of, or connected with any such injury. Lessor shall be responsible for the negligent and wrongful acts of its officers, agents, employees and invitees. Provided however, consistent with its status as a public body, Lessor enjoys certain privileges and immunities under the Oregon State Constitution, Article XI, and Oregon Revised Statutes 30.260 through 30.300, the Oregon Tort Claims Act, and thus its liability exposure is restricted.

12. Casualty Damage. If the Premises or improvements thereon are damaged or destroyed by fire or other casualty to such a degree that the Premises are unusable for the purpose Leased, and if repairs cannot reasonably be made within ninety (90) days, Lessee may elect to terminate this Lease. Lessor shall in all cases promptly repair the damage or ascertain whether repairs can be made within ninety (90) days, and shall promptly notify Lessee of the time required to complete the necessary repairs or reconstruction. If Lessor's estimate for repair is greater than ninety (90) days, then Lessee, upon receiving said estimate will have twenty (20) days after such notice in which to terminate this Lease. Following damage, and including any period of repair, Lessee's lease obligation shall be reduced to the extent the Premises cannot reasonably be used by Lessee.

- 13. Surrender of Leased Premises. Upon abandonment, termination, revocation or cancellation of this Lease or the surrender of occupancy of any portion of or structure on the Leased Premises, the Lessee shall surrender the real property or portion thereof to Lessor in the same condition as the real property was on the date of possession, fair wear and tear excepted, except, that nothing in this Lease shall be construed as to relieve Lessee of Lessee's affirmative obligation to surrender said Premises in a condition which complies with all local, state or federal environmental laws, regulations and orders applicable at the time of surrender that was caused by Lessee or occurred during the term of this Lease. Upon Lessor's written approval, Lessee may leave site improvements authorized by any land use or building permit. Lessee's obligation to observe and perform this covenant shall survive the expiration or the termination of the Lease.

- 14. Non-waiver. Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of or prejudice of the party's right to require strict performance of the same provision in the future or of any other provision.

- 15. Default. Neither party shall be in default under this Lease until written notice of its unperformed obligation has been given and that obligation remains unperformed after notice for fifteen (15) days in the case of the payment or for thirty (30) days in the case of other obligations. If the obligation (other than payment) cannot be performed within the thirty-day period, there shall be no default if the responsible party commences a good faith effort to perform the obligation within such period and continues diligently to complete performance. In case of default the non-defaulting party may terminate this Lease with thirty (30) days' notice in writing to the defaulting party, shall be entitled to recover damages or any other remedy provided by applicable law, or may elect to perform the defaulting party's obligation. The cost of such performance shall be immediately recoverable from the defaulting party plus interest at the legal rate for judgment.

- 16. Notices. Notices between the parties shall be in writing, effective when personally delivered to the address specified herein, or if mailed, effective forty-eight (48) hours following mailing to the address for such party specified below or such other address as either party may specify by notice to the other:

<u>Lessor.</u>	Deschutes County Property Management Attn: Kristie Bollinger 14 NW Kearney Avenue Bend, Oregon 97703 Phone: 541-385-1414 Email: Kristie.Bollinger@deschutes.org	Mailing: PO Box 6005 Bend, OR 97708-6005
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<u>Lessee.</u>	Club House Foster – Clairaway Shawn Roxy AndraDe 21180 Clairaway Ave Bend, OR 97702 Phone: 541-537-6088 or 458-292-4263 Email: Roxy@clubhousefoster.com
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- 17. Assignment. Lessee shall not assign or sublease the Premises without the prior written consent of the Lessor, which shall not be unreasonably withheld or delayed.

18. Attorneys' Fees. In the event a suit or action of any kind is instituted on behalf of either party to obtain performance under this Lease or to enforce any rights or obligations arising from this Lease, each party will be responsible for paying its own attorney fees.
19. Authority. The signatories to this Lease covenant that they possess the legal authority to bind their respective principals to the terms, provisions and obligations contained within this Lease.
20. Counterparts. This Lease may be signed in counterparts, each of which will be considered an original and together shall constitute one (1) instrument. Copies of this Lease shall be treated as original signatures.
21. Severability. If a provision of this Lease is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Lease will not be impaired.
22. Governing Law. This Lease is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Lease.
23. Venue. Any action or proceeding arising out of this Lease will be litigated in the courts located in Deschutes County, Oregon. Each Party consents and submits to the jurisdiction of any local, state, or federal court located in Deschutes County, Oregon.
24. Entire Lease
THIS LEASE CONSTITUTES THE ENTIRE LEASE BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS LEASE SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS LEASE. LESSOR, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT LESSOR HAS READ THIS LEASE, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS

[Signature Pages Follow]

LESSOR:

DATED this _____ of _____, 2024

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair

ANTHONY DEBONE, Vice Chair

ATTEST:

Recording Secretary

PHIL CHANG, Commissioner

[Signature Page Follows]

LESSEE:

DATED this _____ of _____, 2024 Club House Foster - Clairaway

Shawn Roxy AndraDe, Owner/Operator



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/06/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Ankeny Insurance Agency Inc. 2906 NE Diamond Lake Blvd Roseburg, OR 97470 License #: 100160229	CONTACT NAME: Teresa Kowal	PHONE (A/C, No, Ext): 541-957-7720	FAX (A/C, No): 541-957-7723
	E-MAIL ADDRESS: teresa@ankenyins.com		
INSURED Club House Foster - Clairway Fifty Fifty Company LLC 21180 Clairway Ave Bend, OR 97702	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	Miller-Java Underwriting LLC	
	INSURER B:	Progressive Northern Insurance Company	
	INSURER C:	State Accident Insurance Fund Corporation	
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: 00011969-175864 REVISION NUMBER: 20

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		TJ255A23	07/10/2023	07/10/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		015949791	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	100016492	08/01/2023	08/01/2024	<input checked="" type="checkbox"/> PER STATUTE OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab.	Y		TJ255A23	07/10/2023	07/10/2024	Professional 1 mil/3 mil

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Deschutes County, its officers, agents, employees and volunteers are additional insureds as to the operations of the named insured. Insurance is primary and non-contributory.
Location: 924 SE Breitenbush Lane, Bend OR 97702

CERTIFICATE HOLDER Deschutes County Property Management PO Box 6005 Bend, OR 97708-6005	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  (TMK)

DECLARATIONS

POLICY NUMBER: TJ255A23

Attaching to and forming part of

MISCELLANEOUS MEDICAL PROFESSIONAL LIABILITY AND GENERAL LIABILITY CLAIMS MADE AND REPORTED INSURANCE

This Insurance is effected with Certain UNDERWRITERS AT LLOYD'S OF LONDON (not incorporated). Unique Market Reference (UMR): B0775TJ223A23

THIS IS A CLAIMS MADE AND REPORTED POLICY. PLEASE READ CAREFULLY.

NO FLAT CANCELLATION

Item 1

Named Insured:

Club House Foster dba Club House Foster-Clairaway

Address:

21180 Clairaway Ave
Bend, OR 97702

THIS IS EVIDENCE OF INSURANCE PROCURED AND DEVELOPED UNDER THE OREGON SURPLUS LINE LAWS. IT IS NOT COVERED BY THE PROVISIONS OF ORS 734.510 OR 734.710 RELATING TO THE OREGON INSURANCE GUARANTY ASSOCIATION. IF THE INSURER ISSUING THIS INSURANCE BECOMES INSOLVENT, THE OREGON INSURANCE GUARANTY ASSOCIATION HAS NO OBLIGATION TO PAY CLAIMS UNDER THIS EVIDENCE OF INSURANCE.

Item 2

Policy Period:

Inception: 7/10/2023

Termination: 7/10/2024

(both days at 12.01 a.m. local standard time at the address shown in Item 1. above)

Item 3

Limit of Liability:

The total Limit of Liability of the Underwriters, including Damages and Claims Expenses, for all Claims first made against the Insured and reported in writing to the Underwriters during the Policy Period shall not exceed:

Professional Liability Limits

- (a) \$1,000,000 Each Claim
(b) \$3,000,000 Term Aggregate

General Liability Limits

- (a) \$1,000,000 Each Claim
(b) \$3,000,000 Term Aggregate

Combined Term Aggregate Limit:

\$3,000,000

Item 4

Deductible:

The Deductible amount shall be separately applicable to each Claim first made against the Insured during the Policy Period and shall apply to Damages and Claims Expenses:

\$5,000 Each Claim without aggregate

Item 5

Premium:

(a) The premium paid in respect of the entire Policy Period of Insurance

Professional Liability			Carrier Policy Fee: \$250.00
Premium	\$6,273.00		Policy Fee: \$200.00
General Liability			Surplus Lines Tax: \$159.46
Premium	\$1,250.00		S L S C: \$10.00
			Fire marshal Tax: \$23.92

TOTAL	\$7,523.00	Total: \$8,166.38
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Plus taxes as applicable, which shall be payable in full at inception of this Insurance as designated in **Item 2** of the Declarations

(b) Extended Reporting Period Premium:

\$7,523.00 for 1 year Extended Reporting Period



Item 6

Retroactive Date:

Coverage shall apply only to those Claims reported pursuant to the terms and conditions of the Policy arising out of Professional Services described herein and performed subsequent to the date below, or an Accident happening after the date below:

6/10/2019

Item 7

Service of Suit:

Service of Suit upon the Underwriters pursuant to Condition XXII of the Policy may be made upon:

Lloyd's America, Inc.
Attention: Legal Department
280 Park Avenue
East Tower, 25th Floor
New York, NY 10017

Item 8

Notice of Election:

Recipient of Notice of Insured's Cancellation:

Recipient of Notice of Insured's intention to purchase Extended Reporting Period Coverage and premium for Extended Reporting Period Coverage:

Guy Carpenter
Tower Place West
50 Lower Thames St
London EC3R 5BU
United Kingdom

Item 9

Notice of Claim:

Recipient of Notice of Insured's Claims or circumstances per Condition XI of the Policy:

TransEleven Claims Managers, Inc
5900 South Lake Forest Drive, Suite 300
McKinney, TX 75070
844.281.2811 (facsimile)
newclaimreporting@trans11claims.com

Item 10 Additional Insureds/Scheduled Physicians:

Deschutes County Property Management

Item 11 Scheduled Professional Services:

Group Home (Mental Health/Impairment)

Item 12 Endorsements Effective at Inception:

LMA9072(09/13); NMA2868(08/00); HA101(06/10); SL004(05/23); EO0017(06/10);
EO0045(10/11); EO0049a(03/20); EO0051(07/20); EO0064(01/20); EO0078a(04/20);
EO0100a(03/20); EO0102(12/20); EO0103(09/21); EO0727(09/08); EO0898(08/12);
EO1107(04/09); EO1758(11/20); EO1763(01/10); EO2050(05/10); EO3075(04/19);
EO8719(06/17); LMA3100(09/10); LMA5062(09/06); LMA5390(01/20); NMA45(06/10);
NMA464(01/38); NMA1168(06/10); NMA1256(03/60); NMA1331(04/61); NMA1477(02/64);
NMA1998(04/86); NMA2342(11/88); NMA2918(08/01); OFAC1(12/16); HA102(06/10);
NMA2868r(08/00);

(The Attaching Clause needs to be completed only when this endorsement is issued subsequent to preparation of the policy.)

Effective date of this endorsement: 7/10/2023 12:01 A.M. standard time

This Endorsement is attached to and forms a part of Policy Number: TJ255A23

Issued to Club House Foster dba Club House Foster-Clairaway

Certain Underwriters at Lloyd's, London Referred to in this Endorsement as either the "Insurer" or the "Underwriters"

SCHEDULE OF NAMED INSUREDS

In consideration of the premium charged, it is hereby agreed that:

Item 1. **NAMED INSURED** of the Declarations is amended to include the following:

Named Insured

Fifty Fifty Company LLC

Retroactive Date

12/31/2019

All other terms and conditions of this policy remain unchanged.

(The Attaching Clause needs to be completed only when this endorsement is issued subsequent to preparation of the policy.)

Effective date of this endorsement: 7/10/2023 12:01 A.M. standard time

This Endorsement is attached to and forms a part of Policy Number: TJ255A23

Issued to Club House Foster dba Club House Foster-Clairaway

Certain Underwriters at Lloyd's, London Referred to in this Endorsement as either the "Insurer" or the "Underwriters"

DESIGNATED PREMISES ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the insurance provided by this Policy does not apply to any **Claim** against any **Insured** for **Bodily Injury** arising out any negligent act, error or omission of any **Insured** in the rendering or failing to render **Professional Services**, or for any **Claim** against any **Insured** for **Personal Injury, Property Damage** or **Advertising Liability** caused by an **Accident**, or to any **Medical Expenses**, except for those where the **Professional Services** were provided at, or the **Accident** occurred at, the following specified locations:

21180 Clairaway Ave
Bend, Oregon 97702

924 S E Breitenbush Lane
Bend, Oregon 97702

All other terms and conditions of this policy remain unchanged.