333.26503 Contract requirements.

Sec. 3. (1) An establishment shall not function as a housing-with-services establishment for an individual except under a written contract complying with this act.

(2) A contract between a housing-with-services establishment and a resident must be in writing and shall include at least all of the following:

   (a) The name, street address, and mailing address of the housing-with-services establishment.
   (b) The owner's name and mailing address.
   (c) The title and address of the managing agent, whether an owner of a management firm or agency.
   (d) The title and business address, if different from the establishment address, of at least 1 individual authorized to accept service of process on behalf of the owner and managing agent.
   (e) A statement describing whether the housing-with-services establishment is licensed by a local, state, or federal agency.
   (f) The term of the contract described in months or years.
   (g) A description of the services the establishment will provide to the resident for the base-rate paid by the resident.
   (h) A description of additional services available for an additional fee from the housing-with-services establishment directly or through arrangements with the housing-with-services establishment.
   (i) A statement describing the policy of the housing-with-services establishment regarding the outside contracting of services by a resident.
   (j) Fee schedules outlining the cost of additional services.
   (k) A description of the process through which the contract may be modified, amended, or terminated, including conditions under which a contract may be terminated by the resident or the establishment.
   (l) A description of the housing-with-services establishment's complaint resolution process.
   (m) The resident's designated representative, if any.
   (n) The establishment's referral procedure in the event the contract is terminated.
   (o) Billing and payment procedures and requirements.

(3) The housing-with-services establishment shall keep the contracts and related documents executed by the establishment and residents for at least 3 years after the date of termination of each contract. Contracts, or copies of the contracts, for current residents shall be kept at the establishment.