

WALDEN PLACE

RESIDENCY AGREEMENT

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RESIDENCY AGREEMENT

This Residency Agreement is made between <<CT PropertyLegalName>> doing business as <<CT DBA>> (hereinafter, the “Operator”) and <<FIRSTNAME>> <<LASTNAME>> <<SECRESAND>> (The “resident” or “You”), <<LRP NAME>> (the “Resident’s Representative,” if any) and <<GUAR1>> (the “Resident’s Legal Representative,” if any).

RECITALS

The Operator is licensed by the New York State Department of Health to operate at <<PROPADDR2>> <<PROPCITY>> <<PROPSTATE>> <<PROPZIP>>, an Assisted Living Residence (“The Residence”) known as <<PROPADDR1>> as an Adult Home.

The Operator is also certified to operate, at this location, a Special Needs Assisted Living Residence and an Enhanced Assisted Living Residence.

You have requested to become a Resident at The Residence and the Operator has accepted Your request.

The purpose of this Agreement is to provide a statement of the services that will be furnished to You at the Residence and the other legal obligations that the Residence will assume. This Agreement also sets forth Your legal obligations to the Residence, both financial and non-financial.

FOR CONSIDERATION RECEIVED, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENTS

I. Housing Accommodations and Services

Beginning on <<LEASEFROMDATE>>, (the “Effective Date”) the Operator shall provide the following housing accommodations and services to You, subject to the terms, limitations and conditions contained in this Agreement. This Agreement will remain in effect until amended or terminated by the parties in accordance with the provisions of this Agreement.

A. Housing Accommodations and Services

1. **Your Apartment.** You may occupy and use the apartment or room identified on Exhibit I.A.1 (the “Apartment”), subject to the terms of this Agreement. You may arrange the basic furnishings provided by the Operator, as set forth in paragraph I.A.3, in the Apartment to your liking. You or Your estate will be responsible for removing all of Your furnishings when the Apartment is vacated. If the Apartment is designed for single occupancy, residency by more than one resident shall be a violation of this Agreement. If the Apartment is designed for a maximum occupancy of two (2) residents, residency by more than two residents shall be a violation of this Agreement.

2. **Common Areas.** You will be provided with the opportunity to use the general purpose rooms at the Residence, such as lounges, dining rooms and activity rooms.

3. **Furnishings/Appliances Provided By The Operator.** Attached as Exhibit I.A.3 and made a part of this Agreement is an inventory of furnishings, appliances and other items supplied by the Operator in Your Apartment.

4. **Furnishings/Appliances Provided by You.** Attached as Exhibit I.A.4 and made a part of this agreement is an inventory of furnishings, appliances and other items supplied by You in Your Apartment. Exhibit I.A.4 also contains any limitations or conditions concerning appliances that are not permitted (e.g., due to amperage concerns, etc.). You are free to furnish the Apartment as You wish provided that You comply with the Rules of the Residence. You may not make any alterations or improvements to the Apartment unless expressly approved in writing by the Residence. Upon installation, any alterations or improvements shall become the property of the Residence. You may not change any lock or add any lock or locking device to the Apartment without the prior written consent of the Residence. The Residence must approve, in advance, any changes or modifications to the Apartment that require the assistance of electricians, contractors or similar professionals. If You obtain approval for any changes or modifications, You will be responsible for restoring the original condition of the Apartment (including costs associated therewith) when the Apartment is vacated, unless the Residence specifically exempts You from this requirement in writing.

B. Standard Services.

The following services (“Standard Services” or “Basic Monthly Services”) will be provided to You, in accordance with Your Individualized Services Plan (see Section I.B.10).

1. **Meals and Snacks.** Three meals per day, served at regularly scheduled times, and snacks are included in the Basic Care Rate as set forth in Section V.A. The following modified diets will be available to You, if ordered by Your primary physician and included in Your Individualized Service Plan: Mechanical Soft, Puree, No Added Salt, Reduced Concentrated Sweets, and Finger Foods.

2. **Activities.** The Operator will provide a program of planned activities, opportunities for community participation and services designed to meet Your physical, social and spiritual needs. The Operator will post a monthly schedule of activities in a readily visible common area of the Residence, and will assist in arranging transportation to such activities.

3. **Housekeeping.** The Operator will provide weekly housekeeping services, including routine maintenance (changing light bulbs, plumbing/heating repairs, assistance with hanging pictures, etc.) and cleaning of the common space and Your Apartment.

4. **Linens.** When not supplied by You, the Operator shall provide towels and washcloths, pillow, pillowcase, and bed sheets, all clean and in good condition. These items will be laundered once a week and more often if needed. When not supplied by You, the Operator also shall provide a blanket and a bedspread, which will be laundered as often as necessary.

5. **Laundry of Personal Clothing.** The Operator will launder Your personal washable clothing once per week unless more frequent laundering is provided as part of a Service

Care Package (as defined below). Clothing that requires dry cleaning is at Your expense.

6. **Supervision on a 24-hour Basis.** The Operator will provide appropriate staff on-site to provide supervision services in accordance with law. Supervision will include:

- (a) Knowledge of Your general whereabouts;
- (b) Identification of abrupt or progressive changes in Your behavior or health status;
- (c) Assisting You with performing basic activities of daily living, including appropriate nutritional intake, personal hygiene, and participation in activities; and
- (d) Monitoring (a response to urgent or emergency needs or requests for assistance on a 24-hour-a-day, seven-days-a-week basis) as well as other components of supervision as specified in law.

7. **Case Management.** The Operator will provide appropriate staff to provide case management services in accordance with law. Such case management services will include identification and assessment of Your needs and interests, information and referral, and coordination with available resources to best address Your identified needs and interests.

8. **Personal Care.** The Operator will provide personal care services. Personal care services include some assistance with bathing, grooming, dressing, toileting, ambulation, transferring, feeding, medication acquisition, storage and disposal, and assistance with self-administration of medication, as determined by Your Individualized Service Plan.

9. **Assistance with Storage and Administration of Medications.** The Residence's staff will assist You with medication storage, administration of medications and assistance in taking self-administered medications as ordered by Your physician and to the extent allowed by New York law and to the extent set forth in Your Individualized Service Plan. If the Residence determines that applicable state law prohibits it from providing these services to You in Your Apartment, the Residence may work with You to assist You in transfer to an outside facility that provides a higher level of care.

10. **Development of Individualized Service Plan.** The Operator will develop an individualized plan ("Individualized Service Plan") for You. The Individualized Service Plan will include ongoing review and revisions, as necessary.

11. **Licensure/Certification Status.** The Operator does not have any arrangements with providers offering home care or personal care services. You are free to contract with any provider of such services as You, or your physician, sees fit.

II. Access to Your Apartment

The Residence's staff may enter Your Apartment for any reasonable purpose, including, but not limited to, inspecting Your Apartment, emergency call response, and performing maintenance-related tasks and other services described in this Agreement. Every effort will be made to notify You that a Residence employee will enter or has entered the Apartment for non-routine events. In addition, the Residence is licensed to provide personal care services by the New

York Department of Social Services. Any duly authorized agent of the New York State Department of Health, may enter and inspect the entire Residence at any time without advance notice.

III. Resident Records

The Residence maintains a separate resident record on each of its residents that may contain medical and other personal information. You have the right to review Your record or to authorize, in writing, members of Your family to review Your resident record. All resident information and records are confidential and are not released without Your written consent or the written consent of Your Representative. The New York State Department of Health has the authority to examine such medical records as part of its licensing and investigative activities without Your consent.

IV. Disclosure Statement

The Operator is disclosing information as required under Public Health Law section 4658(3) in Exhibit IV, which is attached to and made part of this Agreement.

V. Fees

A. Basic Rate. The Resident, Resident’s Representative and Resident’s Legal Representative (<<LRP_NAME>> agree that the Resident or other specified party will pay, and the Operator agrees to accept, the following amount in full payment for the Basic Services described in Section I.B of this Agreement (the “Basic Care Rate” or “Rent”). The Basic Care Rate as of the date of this Agreement is based on Your Apartment, as follows:

Assisted Living

- Studio Apartment: /month (\$____/day per person
- 1-BR Apartment: /month (\$____/day per person

Memory Care

- Memory Care Studio: /month (\$____/day per person

Additional fees of <<PROPOSALRENTAMTSEC>> per month will apply for a second person residing in Your Apartment.

B. Tiered/Level of Care Fee Arrangements.

1. A “tiered” or “level of care” fee arrangement is one in which the amount of the fees charged to You depends upon the types of services provided, the number of hours of care provided per week for some type of service (or, in the case of medications, the number of medication passes per day). The fees for each “tier” or level of care, are set forth in detail at Exhibit

V.B.1 and are made a part of this Agreement. This Exhibit describes the types of services provided, the number of hours of care provided per week for personal care service, the number of medication passes per day, the fees for each level of service, and describes who will be providing care, if other than staff of the Operator.

2. Supplemental fees for Levels of Care must be at Resident's option, except in those situations described in Section V.F of this Agreement. In some cases, the law permits the Operator to charge an additional fee without the express written approval of the Resident (see Section V.F.4).

3. Any charges by the Operator, whether a part of the Basic Care Rate, or for Levels of Care, shall be made only for services and supplies that are actually provided to You.

C. Additional Services. A supplemental or additional fee is a fee for service, care or amenities that is in addition to those fees included in the Basic Rate. Exhibit V.C., attached to and made a part of this Agreement, describes in detail any additional services or amenities available, for an additional fee, from the Operator directly or through arrangements with the Operator (the "Additional Service Fee"). Exhibit V.C. states who will provide such services or amenities, if other than the Operator. Such charges shall be made only for services and items that are actually provided to You.

CC. Rate or Fee Schedule. Attached as Exhibits V.B.1 and V.C and made a part of this Agreement are fee schedules, covering both the Basic Rate and any additional or supplemental fees, for services, supplies and amenities provided to You, with a detailed explanation of which services, supplies and amenities are covered by such rates, fees or charges.

D. Repair of Property. The Operator reserves the right to charge You, Your Representative and/or Your Legal Representative the cost to repair, or the replacement value of, carpeting, furniture or fixtures in any property of the Residence damaged by You intentionally, willfully, maliciously or unreasonably. Should you wish to contest the imposition of charges, you may do so, and you will be financially responsible for any damages and costs for which you have been found responsible by a court of competent jurisdiction; provided, however, that nothing in this Section V(D) shall be deemed to limit the ability of any party to avail themselves of any legal actions to contest or appeal the proposed imposition of any such costs and fees.

E. Billing and Payment Terms. Payment is due by the 5th day of each month and shall be delivered to the Residence. A late charge of \$350.00 (Three Hundred and Fifty Dollars) will be charged monthly for late rent, provided, however, that the Resident or Responsible Party, if any, shall have the right to contest that there has been late payment or that such sums are actually due under this Agreement, and that in the event of such dispute no late charges will be imposed unless ordered by a court of competent jurisdiction, or unless otherwise agreed to by the parties. The late charge will be based on the total monthly fee and will not be prorated. In the event the Resident, Resident's Representative or Resident's Legal Representative is no longer able to pay for services provided for in this Agreement or additional services or care required by the Resident, the Operator will assist You in locating an appropriate alternate placement, in accordance with Section XVI of this Agreement.

F. Adjustments to Basic Rate or Additional or Supplemental Fees.

1. The Operator will provide You with written notice of any proposed increase of the Basic Care Rate, Level of Care Fees or Additional Service Fees not less than 45 days prior to the effective date of the rate or fee increase, subject to the exceptions stated in Paragraph 2, 3 and 4 below.

2. If You, or Your Resident Representative or Legal Representative, agree in writing to a specific rate or fee increase through an amendment to this Agreement due to Your need for additional care, services or supplies, the Operator may increase such rate or fee immediately.

3. If the Operator provides additional care, services or supplies upon the express written order of Your primary physician, the Operator may, through an amendment to this Agreement, increase the Basic Care Rate or Level of Care Fees immediately.

4. In the event of any emergency that affects You, the Operator may assess additional charges for services, material, equipment and food supplied for Your benefit as are reasonable and necessary during such emergency.

G. Bed Reservation

In the event of Your absence from the Residence for short periods of time for vacation, hospitalization and the like, the Operator agrees to reserve Your Apartment indefinitely as long as you have paid the Basic Care Rate in accordance with Section V.A of this Agreement. This Section V.G does not supersede the requirements for termination as set forth in Section XVI of this Agreement. You may choose to terminate this Agreement rather than reserve Your Apartment, but You must provide the Operator with any notice required under the terms of this Agreement.

VI. Refund/Return of Resident Monies and Property

A. Upon termination of this Agreement pursuant to Section XVI, but in no case more than 3 business days after You leave the Residence, the Operator must provide You, Your Representative or Legal Representative, or any person designated by You, with a final written statement of Your payment and personal allowance accounts at the Residence.

B. Upon termination, You, Your Representative or Legal Representative will promptly cause all personal possessions to be removed from the Residence. Any of Your money or property that comes into the possession of the Operator after termination will be returned to You within 3 business days of its receipt by the Operator. The Operator will refund any advance payments that you have made, prorated to the date of termination or the date Your possessions are removed from the Residence, whichever is later, except in the case of mutual agreement to the contrary.

C. If You die, the Operator shall turn over Your property to the legally authorized representative of Your estate.

D. If You die without a will and the whereabouts of Your next-of-kin is unknown, the Operator shall contact the Surrogate's Court of the county where the Residence is located in order to determine the disposition of the property of Your estate.

VII. Transfer of Funds or Property to Operator

If You wish to voluntarily transfer money, property or things of value to the Operator upon admission or at any time, the Operator must enumerate the items given or promised to be given and attach to this agreement a listing of the items given to be transferred. Such listing is attached as Exhibit VII and is made a part of this Agreement. Such listing shall include any agreements made by third parties for Your benefit.

VIII. Property or Items of Value Held in the Operator’s Custody for You

If, upon admission or any other time, You wish to place property or things of value in the Operator’s custody and the Operator agrees to accept the responsibility of such custody, the Operator shall enumerate the items so placed and attach to this agreement a listing of such items. Such listing is attached as Exhibit VIII of this Agreement.

IX. Fiduciary Responsibility

If the Operator assumes management responsibility over Your funds, the Operator shall maintain such funds in a fiduciary capacity to You. Any interest on money received and held for You by the Operator shall be Your property.

X. Tipping

The Operator shall not accept, nor allow Residence staff or agents to accept, any tip or gratuity in any form for any services provided or arranged for as specified by statute, regulation or agreement.

XI. Personal Allowance Accounts

A. The Operator agrees to offer to establish a personal allowance account for any Resident. If you receive either Supplemental Security Income (SSI) or Safety Net Assistance (SNA) payments, a personal allowance account will be established by executing a Statement of Offering (DSS-2853) with You or Your Representative.

B. You agree to inform the Operator if you receive or have applied for Supplemental Security Income (SSI) or Safety Net Assistance (SNA) funds.

You must complete the following:

- | | | |
|---|----|---|
| I receive SSI funds <input type="checkbox"/> | or | I have applied for SSI funds <input type="checkbox"/> |
| I receive SNA funds <input type="checkbox"/> | or | I have applied for SNA funds <input type="checkbox"/> |
| I do not receive, and have not applied for, SSI or SNA funds <input type="checkbox"/> | | |

C. If You have a signatory to this agreement besides Yourself and if that signatory does not choose to place Your personal allowance funds in a Residence maintained account, then that signatory hereby agrees that he/she will comply with the Supplemental Security Income (SSI) or Safety Net Assistance (SNA) personal allowance requirements.

XII. Admission and Retention Criteria for an Assisted Living Residence

A. Under the law and regulations which govern Adult Homes, the Operator cannot admit You if the Operator is not able to meet Your care needs by providing services that are within the scope of services authorized under such law and regulations and within the scope of services determined necessary within Your Individualized Services Plan. The Operator cannot admit You if You are in need of 24-hour skilled nursing care.

B. The Operator is required by New York State Department for Health regulation to conduct an initial pre-admission evaluation of You to determine whether or not You are appropriate for admission.

C. The Operator has conducted such evaluation of You and has determined that You are appropriate for admission to this Residence, and that the Operator is able to meet Your care needs by providing services that are within the scope of services authorized under the law and within the scope of services determined necessary for You under Your Individualized Services Plan.

D. If you are admitted to the Special Needs Assisted Living Residence, the “Special Needs Assisted Living Resident Addendum” annexed hereto will apply. If you are admitted to the Enhanced Special Needs Assisted Living Residence, the “Enhanced Special Needs Assisted Living Residence Addendum” annexed hereto will apply.

E. If you are residing in a “Basic” Assisted Living Residence and Your care needs subsequently change to the point that You require either Enhanced Assisted Living Care or 24-hour skilled nursing care, You will no longer be appropriate for residency in this Basic Residence. If this occurs, the Operator will take the appropriate action to terminate this Agreement, pursuant to Section XIII of this Agreement. However, if the Operator also has an approved Enhanced Assisted Living Certificate, has a unit available, and is able and willing to meet Your needs in such unit, You may be eligible for residency in such Enhanced Assisted Living unit.

F. Enhanced Assisted Living care is provided to persons who desire to continue to age in place in an Assisted Living Residence and who:

- (a) are chronically chairfast and unable to transfer, or chronically require the physical assistance of another person to transfer; or
- (b) chronically require the physical assistance of another person in order to walk; or
- (c) chronically require the physical assistance of another person to climb or descend stairs; or
- (d) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or
- (e) have chronic unmanaged urinary or bowel incontinence.

G. Enhanced Assisted Living care may also be provided to certain persons who desire to continue to age in place in an Assisted Living Residence and who are assessed as requiring 24-hour skilled nursing care or medical care and who meet the conditions stated in the Enhanced

Assisted Living Residence Addendum.

XIII. Rules of the Residence

Attached as Exhibit XIII and made a part of this Agreement are the Rules of the Residence. By signing this agreement, You and Your Representative(s) agree to obey all reasonable Rules of the Residence.

XIV. Responsibilities of Resident, Resident’s Representative and Resident’s Legal Representative

A. You, or Your Representative or Your Legal Representative, to the extent specified in this Agreement, are responsible for the following:

1. Payment of the Basic Care Rate, any authorized Level of Care Fees and Additional Service Fees as detailed in this Agreement.
2. Supply of personal clothing and effects.
3. Payment of all medical expenses and professional services ordered specifically or especially for Resident, including transportation for medical purposes, except when payment is available under Medicare, Medicaid or other third party coverage.
4. At the time of admission and at least once every 12 months, or more frequently if a change in condition warrants it, providing the Operator with a dated and signed medical evaluation that conforms to regulations of the New York State Department of Health. The medical evaluation submitted at the time of admission may not be based on a medical examination that occurred more than 30 days prior to the admission date.
5. Informing the Operator promptly of a change in health status, change in physician, or change in medications.
6. Informing the Operator promptly of any change of name, address and/or phone number.
7. The Resident’s Representative shall be responsible for the following:
<<LRP_ADDR1>>, <<LRP_ADDR2>>
<<LRP_CITY>> <<LRP_STATE>><<LRP_POST>>
EMAIL: <<LRP_EMAIL>>
8. The Resident’s Legal Representative, if any, shall be responsible for the following:
<<GUAR1_ADDR1>>
<<GUAR1_CITY>> <<GUAR1_STATE>> <<GUAR1_POST>>
EMAIL: <<GUAR_EMAIL>>

XV. Term

This Agreement will remain in effect from the Effective Date until amended or terminated by the parties in accordance with the provisions of this Agreement.

XVI. Termination and Discharge

A. Termination By Operator and/or Resident

This Residency Agreement and residency in the Residence may be terminated in any of the following ways:

1. By mutual agreement between You and the Operator;
2. Upon 30 days' notice from You or Your Representative to the Operator of Your intention to terminate the agreement and leave the facility;
3. Upon 30 days written notice from the Operator to You, Your Representative, Your Legal Representative, Your next-of-kin, the person designated in this Agreement as the responsible party and any person designated by You. Involuntary termination of the Residency Agreement is permitted only for the reasons listed below, and then only if the Operator initiates a court proceeding and the court rules in favor of the Operator.

B. Involuntary Termination

1. Grounds for termination by Operator

The grounds upon which involuntary termination may occur are:

- (a) You require continual medical or nursing care which the Residence is not permitted by law or regulation to provide;
- (b) Your behavior poses imminent risk of death or imminent risk of serious physical harm to You or anyone else;
- (c) You fail to make timely payment for all charges, expenses and other assessments, if any, for services including use and occupancy of the premises, materials, equipment and food which You have agreed to pay under this Agreement. If Your failure to make timely payment resulted from an interruption in Your receipt of any public benefit to which You are entitled, no involuntary termination of this Agreement can take place unless the Operator, during the thirty-day period of notice of termination, assists You in obtaining such public benefits or other available supplemental public benefits. You agree that You will cooperate with such efforts by the Operator to obtain such benefits;
- (d) You repeatedly behave in a manner that directly impairs the well-being, care or safety of You or any other resident, or which substantially interferes with the orderly operation of the Residence;
- (e) The Operator has had its operating certificate limited, revoked or temporarily suspended, or the Operator has voluntarily surrendered the operation of the facility; and
- (f) A receiver has been appointed pursuant to Section 461-F of the New York Social Services Law and is providing for the orderly transfer of all residents in the Residence to other residences or is making other provisions for the residents' continued safety and care.

2. **Notice.** If the Operator decides to terminate the Residency Agreement for any of the reasons stated above, the Operator will give You a notice of termination and discharge. The notice shall state the date of such discharge, which must be at least 30 days after delivery of notice, the reason for termination, a statement of Your right to object and a list of free legal advocacy resources approved by the New York State Department of Health.

3. **Your Right to Object.** You may object to the termination to the Operator and You may be represented by an attorney or advocate. If You challenge the termination, the Operator, in order to terminate, must institute a special proceeding in court. You will not be discharged against Your will unless the court rules in favor of the Operator.

4. While legal action is in progress, the Operator shall not (i) seek to amend the Residency Agreement in effect as of the date of the notice of termination; (ii) fail to provide any of the care and services required by New York State Department of Health regulations and the Residency Agreement; or (iii) engage in any action to intimidate or harass You.

5. **Judicial relief.** Both You and the Operator are free to seek any other judicial relief to which they may be entitled.

C. If the Operator proposes to transfer or discharge You, the Operator must assist You to the extent necessary to assure, whenever practicable, Your placement in a care setting which is adequate, appropriate and consistent with Your wishes.

XVII. Transfer

A. Notwithstanding the above, an Operator may seek appropriate evaluation and assistance and may arrange for Your transfer to an appropriate and safe location, prior to termination of a Residency Agreement and without 30 days' notice or court review, for the following reasons:

1. You develop a communicable disease, medical or mental condition, or sustain an injury such that continual skilled medical or nursing services are required;

2. Your behavior poses an imminent risk of death or serious physical injury to You or others; or

3. A receiver has been appointed under the provisions of the New York Social Services Law and is providing for the orderly transfer of all residents in the Residence to other residences or is making other provisions for the residents' continued safety and care.

B. If You are transferred, in order to terminate Your Residency Agreement, the Operator must proceed with the termination requirements as set forth in Section XVI of this Agreement, except that the written notice of termination must be hand delivered to You at the location to which You have been transferred. If such hand delivery is not possible, then the notice must be given by any of the methods provided by law for personal service upon a natural person.

C. If the basis for the transfer permitted under Sections XVII.A.1 and XVII.A.2 no longer exists, You are deemed appropriate for placement in this Residence and if the Residency Agreement is still in effect, You must be readmitted.

XVIII. Resident Rights and Responsibilities

Attached as Exhibit XVIII and made a part of this Agreement is a Statement of Resident Rights and Responsibilities. This Statement will be posted in a readily visible common area in the Residence. The Operator agrees to treat You in accordance with such Statement of Resident Rights and Responsibilities and You agree to abide by such statement of Resident Rights and Responsibilities.

XIX. Complaint Resolution

A. The Operator's procedures for receiving and responding to resident grievances and recommendations for change or improvement in the Residence's operations and programs are attached as Exhibit XIX and made a part of this Agreement. In addition, such procedures will be posted in a readily visible common area of the Residence.

B. The Operator agrees that the residents of the Residence may organize and maintain a council or such other self-governing body as the residents may choose. The Operator agrees to address any complaints, problems, issues or suggestions reported by the residents' organization and to provide a written report to the residents' organization that addresses the same.

C. Complaint handling is a direct service of the Long Term Care Ombudsman Program. The Long Term Care Ombudsman is available to identify, investigate and resolve Your complaints in order to assist in the protection and exercise of Your rights.

XX. Your Liability To Others

You agree to hold harmless and indemnify the Residence from any and all liability for injuries and damages to third parties as a result of your actions or omissions and for which you are found to be legally liable in a court of competent jurisdiction, including attorney's fees. Notwithstanding this provision, however, you retain any and all rights available in law or equity to contest the imposition of any such costs and fees, and to assert any claims you may have against the Operator or any other person or entity for damages, losses, liabilities, obligations, property damage, or other expenses of any type (including attorney's fees and court costs) resulting from, arising out of, or related to the acts or omissions of the Operator, or its employees, agents or contractors.

XXI. Advance Directives

It is the policy of this Residence to ask all prospective residents whether they have executed any advance directives. The term "advance directives" includes health care powers of attorney, living wills, or other documents that describe the amount, level or type of health care that You would want to receive at a time when You can no longer communicate those decisions directly to a physician or other health care professional. It also includes documents in which You legally appoint another person to make health care decisions for You. If You have executed such documents or if You execute such documents after You move into the Residence, you may inform Residence staff about these documents and supply a copy of Your advance directives to the Residence for inclusion in Your file. The Residence will do its best under the circumstances to provide Your advance directives to emergency personnel who are called to assist You in the event of an emergency or an urgent situation.

XXII. Authorization and Consent to Release of Medical Information

You hereby authorize Your health care providers to release Your medical information and medical records to the Residence as needed.

XXIII. Incompetency

If You become legally incompetent or are unable to properly care for Yourself or Your property and You have made no other designation of a person or legal entity to serve as Your guardian or conservator, You hereby grant authority to the Residence to apply to a court of competent jurisdiction for the appointment of a conservator or guardian.

XXIV. Miscellaneous Provisions

A. Entire Agreement. This Agreement constitutes the entire Agreement of the parties.

B. Attorney’s Fees. In the event any action is brought by either party regarding the terms of this Agreement, the prevailing party in such action shall be entitled to its costs and reasonable attorneys’ fees incurred from the non-prevailing party, in addition to such other relief as the court may deem appropriate.

C. Amendment. This Agreement may be amended upon the written agreement of the parties; provided, however, that any amendment or provision of this Agreement not consistent with the applicable statute and regulation shall be null and void.

D. Retention of Documents. The parties agree that assisted living residency agreements and related documents executed by the parties shall be maintained by the Operator in files of the Residence from the date of execution until three (3) years after the Agreement is terminated. The parties further agree that such agreements and related documents shall be made available for inspection by the New York State Department of Health upon request at any time.

E. Waiver. Waiver by the parties of any provision in this Agreement which is required by statute or regulation shall be null and void.

F. Notice with Email. Notices required by this Agreement shall be in writing and delivered either by personal delivery, mail, or email. If delivered by mail, notices shall be sent by Express Mail, or by certified or registered mail, return-receipt-requested, with all postage and charges prepaid. All notices and other written communications required under this Agreement shall be addressed as indicated below, or as specified by subsequent written notice by the party whose address has changed.

IF TO OPERATOR:

<<PROPADDR1>>
<<PROPADDR2>><<PROPCITY>>,
<<PROPSTATE>> <<PROPZIP>>
ATTENTION: EXECUTIVE DIRECTOR

EMAIL: <<propscode>>edbom@seniorlifestyle.com

IF TO RESIDENT:

<<ADDR1>>, <<ADDR2>>
<<PROSPECTCITY>> <<STATE>> <<ZIPCODE>>
EMAIL: <<EMAIL>>

IF TO RESIDENT TWO:

<<secaddr1>>
<<secaddr2>> <<seccitystzip>>
EMAIL: <<SECRESEMAIL>>

IF TO RESPONSIBLE PARTY:

<<LRP_ADDR1>>, <<LRP_ADDR2>>
<<LRP_CITY>> <<LRP_STATE>><<LRP_POST>>
EMAIL: <<LRP_EMAIL>>

G. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, this Agreement shall be read as if such unenforceable provision was not included and all other provisions of this Agreement shall continue in full force and effect.

H. No Religious Affiliation. The Residence is not affiliated with any religious organization.

I. Governing Law. This Agreement shall be governed by and construed under the laws of the State of New York, except as to conflicts of laws issues.

J. EXHIBITS. The exhibits attached to and made a part of this Agreement are subject to change at any time upon thirty (30) days prior written notice.

XXV. Agreement Authorization

We, the undersigned, have read this Agreement, have received a duplicate copy thereof, and agree to abide by the terms and conditions therein.

Dated:

(Signature of Resident or Resident's Representative)

Dated:

(Signature of Resident's Legal Representative)

Dated:

(Signature of Operator or the Operator's Representative)

(Mandatory) Personal Guarantee of Payment

_____, personally guarantees payment of charges for Your Basic Care Rate, Level of Care Fees, and Additional Service Fees.

Dated: _____

Guarantor's Signature

Guarantor's Name (Print)

Guarantor's Social Security # _____

(Optional) Guarantor of Payment of Public Funds

If You have a signatory to this Agreement besides Yourself and that signatory controls all or a portion of Your public funds (SSI, Safety Net, Social Security, other), and if that signatory does not choose to have such public funds delivered directly to the Operator, then the signatory hereby agrees that he/she will personally guarantee continuity of payment of the Basic Care Rate, Level of Care Fees and Additional Services Fees from Your personal funds (other than Your personal needs allowance), or SSI, Safety Net, Social Security or other public benefits, to meet Your obligations under this Agreement.

Dated: _____

Guarantor's Signature

Guarantor's Name (Print)

Guarantor's Social Security # _____

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