

RESIDENTIAL LIVING AGREEMENT

SAMPLE

**ELM TERRACE GARDENS
660 NORTH BROAD STREET
LANSDALE, PENNSYLVANIA 19446-2361
(215) 361-5600**

Notice to Applicant - Your Right To Cancel This Agreement.

You have the right to cancel this Agreement at any time. If you cancel this Agreement within seven days of signing it, all moneys paid by you to Elm Terrace Gardens, including the \$200.00 processing fee, will be returned to you.

RESIDENTIAL LIVING AGREEMENT

THIS AGREEMENT made as of the "DATE", by and between Elm Terrace Gardens, a corporation organized and existing under the Pennsylvania non-profit corporation law, with its principal place of business at 660 N. Broad Street, Lansdale, PA 19446-2361, and "APPLICANT" hereinafter called "Applicant").

W I T N E S S E T H

WHEREAS, Elm Terrace Gardens owns that certain Continuing Care Retirement Community located at 660 N. Broad Street, Lansdale, PA, and

WHEREAS, Elm Terrace Gardens has developed a residential Continuing Care Retirement Community where persons who have attained the age of sixty (60) can live together in an atmosphere of peace and harmony, consistent with Christian principles, with a policy to accept persons for admission who are capable of residential living at the time of admission but without regard to race, creed, color, sex or national origin, and

WHEREAS, Applicant has applied for admission to the Elm Terrace Gardens,

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows;

1. Statement Regarding Survivorship

If signed by husband and wife, this Agreement will be deemed to create an estate "by the entireties;" if signed by persons not husband and wife, it will be deemed to create an estate as "joint tenants with rights of survivorship." The term "Applicant" in this Agreement refers to the person, or persons if more than one, who have signed this Agreement.

2. Statement Regarding Extent of Care

Within ninety (90) days of the execution of this agreement Elm Terrace Gardens will furnish Applicant a right of occupancy on said Residential Living Unit, together with the facilities, services and medical care specified in this Agreement, for and during the balance of Applicant's life, or for such shorter period as will apply under this Agreement in the event that it is terminated pursuant to its provisions.

3. Processing Fee and Application Deposit

Each Applicant executing this Agreement has paid Elm Terrace Gardens a processing fee of \$200.00 and Application Deposit of \$1,000.00. The Application Deposit will be credited to the payment of the Entrance Fee described below. The processing fee is

not applied to the entrance fee described below and is not refundable unless the Applicant elects to rescind this Agreement within seven (7) days of the date on which said Application Deposit has been made, in which case all monies will be returned to Applicant.

4. Entrance Procedure and Requirements

4.1. Application for residency for each Applicant will include:

1. Completed Application
2. Financial Statement
3. Medical Record and results of a physical examination conducted by a licensed physician within ninety (90) days prior to admission

Elm Terrace Gardens requires that each Applicant submit the results of a current complete physical examination and chest x-ray prior to admission as an Applicant.

4.2. Inability of one Applicant to meet physical requirements.

When two (2) people have executed this Agreement and prior to occupancy of the Residential Living Unit, one (1) of the Applicants is in immediate need of permanent nursing care, the Applicant who continues to meet all the physical requirements may take occupancy of the Residential Living Unit, paying the single monthly rate, and the other Applicant may enter the Nursing Care Facility, paying the per diem rate in the Nursing Care Facility.

5. Entrance Fee

As discussed elsewhere in this Agreement, Applicant will pay a one time, fixed Entrance Fee. The Entrance Fee is payable as follows: one third (1/3) within ten days of notification of acceptance of the Applicant's Application for Residency, and the remaining two thirds (2/3), less any deposit previously paid, within ninety (90) days after the execution of this Agreement or on date of residency if earlier.

5.1. Entrance Fee

The entrance fee for ***unit no.*** is ***amount***

6. Residential Living Unit

Elm Terrace Gardens agrees to provide use of the following Residential Living Unit to Applicant under the terms and conditions of this Agreement:

Unit Number	unit no.
Type of Unit	unit size
Date of Availability	date

7. Furnishings

Elm Terrace Gardens will furnish wall to wall carpeting, draperies, kitchen unit and other permanent fixtures in the Residential Living Unit. All other furnishings will be provided by the Applicant and will remain Applicant's personal property. No physical changes may be made to a Residential Living Unit without the advance approval of the Elm Terrace Gardens.

8. Monthly Service Fee

8.1. The Applicant agrees to pay Elm Terrace Gardens a Monthly Service Fee in the amount of ***amount***. This Monthly Service Fee is payable, in advance, for each month, or portion thereof, that Applicant, or Applicant's possessions, in the event of Applicant's demise, occupy the Residential Living Unit. The Monthly Service Fee will be charged to Applicant when Applicant takes occupancy of a Residential Living Unit or thirty (30) days after the final Entrance Fee payment is made by Applicant, whichever occurs first. Payment of the Monthly Service Fee is due by the fifth of each month. Payments made after the fifteenth of each month may be subject to a late payment service charge.

8.1.1 Monthly Service Fee Credit. A credit of thirty-five per cent (35%) of the Monthly Service Fee in effect at the time will be provided to Applicant when Applicant is absence from Elm Terrace Gardens for ninety (90) consecutive days or more. Nevertheless, the Monthly Service Fee Credit will not be provided when absence is for hospitalization, rehabilitation or illness.

8.2. The Monthly Service Fee may be adjusted by Elm Terrace Gardens from time to time in order to provide the standard of care mandated by this agreement. Adjustments in the Monthly Service Fee become effective only upon advance written notice of sixty (60) days to the Applicant. Monthly Service Fees and Entrance Fees charged under this agreement may not be uniform with or proportional to those charged to other Applicants of Elm Terrace Gardens.

9. Services Provided by Elm Terrace Gardens to Applicant

9.1. Food Service

9.1.1. Dining Room

Elm Terrace Gardens will provide Applicant two (2) meals per day, Breakfast and Dinner, in the Dining Room. Luncheon is not provided.

The meals will be nutritionally well balanced and properly prepared. Special dietary needs may be provided upon request of Applicant's physician.

9.1.2. Tray Service

Elm Terrace Gardens will provide to Applicant tray service if Applicant is receiving bedside care for minor illness and if such is ordered by Applicant's Physician or Staff

Medical Personnel. This service will be limited to a maximum of fourteen (14) consecutive days per illness unless otherwise arranged with medical and dietary personnel. An additional charge over and above the Monthly Service Fee may be charged for tray service.

9.1.3. Meal Allowance

If Applicant intends to be absent from Elm Terrace Gardens for a period of fourteen (14) consecutive days or more, he and/or she will be credited with a meal allowance on the Monthly Statement for all days which Applicant is absent. To receive credit, Applicant must make this arrangement in advance with Administration.

9.1.4. Guest Privilege

Applicants are encouraged to have guests at meals served in the Dining Room. Charges for these meals are established and can be modified by Elm Terrace Gardens as conditions dictate. Elm Terrace Gardens requests twenty-four (24) hours advance notice of any anticipated guest.

9.1.5. Dress Code

To maintain a sense of dignity and decorum in the Dining Room during dinner service, it is requested men wear either a suit coat or sport jacket and that women wear suitable dresses or comparable attire. Casual dress is acceptable for breakfast. The wearing of lounge robes or night wear in public areas of Elm Terrace Gardens is not permitted.

9.2. Utilities

Elm Terrace Gardens will furnish water, heat, electricity, sewer, and air conditioning to each Residential Living Unit.

9.3. Housekeeping

9.3.1. It will be Applicant's obligation to maintain the Residential Living Unit in a clean, sanitary condition and to perform all routine housekeeping tasks. Elm Terrace Gardens will be responsible for the housekeeping in all public areas.

9.3.2. Elm Terrace Gardens will provide periodic performance of heavier cleaning services as necessary to maintain the Residential Living Unit at no additional cost to Applicant. Elm Terrace Gardens reserves the right to inspect Residential Living Units periodically. If Elm Terrace Gardens judges the unit to be in need of extra cleaning, Elm Terrace Gardens will perform at Applicant's expense work as necessary to restore the Residential Living Unit to acceptable standards of cleanliness.

9.4. Maintenance. All necessary repairs, maintenance and replacement of property and equipment owned by Elm Terrace Gardens will be undertaken at the discretion of Elm Terrace Gardens. The Applicant will be responsible for all personal property.

9.5. Laundry. At the discretion of Applicant, laundry service for personal bed linens will be provided by Elm Terrace Gardens on a weekly schedule at no additional charge. Other personal laundry is the responsibility of the Applicant. Washers and dryers are available throughout Elm Terrace Gardens, at no additional charge to Residents.

9.6. Telephone. For the security of Applicant, Applicant will at his/her expense install and maintain a telephone in the Residential Living Unit.

9.7. Other Services. Cable television connection, trash removal, snow removal and lawn maintenance will be provided by Elm Terrace. Applicants may, subject to approval by Administration, plant and maintain certain areas for flowers.

9.8. Insurance

9.8.1. Elm Terrace Gardens will carry casualty and liability insurance on the community Buildings. Elm Terrace Gardens is not responsible for personal injury to other Residents or guests within Residential Living Units, nor loss of any personal property belonging to Applicant due to fire, theft, or any cause.

9.8.2. In order to insure proper protection for Applicant and the Community, Applicant will maintain the following types of insurance coverage, as applicable:

9.8.2.1. Auto Insurance - as required by the State of Pennsylvania.

9.8.2.2. Home Owners Insurance - Tenant Coverage, and Liability Insurance. It will be Applicant's responsibility to insure the personal contents of the Residential Living Unit. Applicant will deliver to Elm Terrace Gardens proof of such insurance within ninety (90) days of the execution of this agreement.

9.8.2.3. Medical and Surgical Insurance - Applicant will carry Blue Cross/Blue Shield, 65 Special Coverage, or a program equivalent in benefits, or other programs approved by Elm Terrace. If Applicant fails to maintain such coverage Elm Terrace Gardens reserves the right to terminate this Agreement. Applicant will deliver to Elm Terrace Gardens proof of such insurance within ninety (90) days of the execution of this Agreement.

9.9 Personal Care Services

9.9.1 Definition. Personal Care Services are defined as assistance or supervision in matters, such as dressing, bathing, diet, financial management, evacuation of a Resident in the event of an emergency, or medication prescribed for self-Administration.

It will be Applicant's responsibility, however, to assume costs (either by payment or insurance) of all physicians, outside hospitals, eye glasses, hearing aids, dentistry, orthopedic appliances, therapy for psychiatric disorders, out-patient services, emer-

gency transport, or for the lease or purchase of specialized equipment (i.e. Kidney machine).

9.9.2 Staffing. Elm Terrace Gardens will provide the services of Personal Care personnel to the Applicant on a twenty-four (24) hour per day basis. Each Personal Care suite will have an Emergency Call System for use in summoning assistance.

9.9.3 Temporary Personal Care Services. If Applicant is in need of Temporary Personal Care services as determined by Applicant's physician and/or Elm Terrace Gardens' Medical Director or Utilization Review Committee, Elm Terrace Gardens will provide Personal Care in a semi-private accommodation at no additional cost over Applicant's normal Monthly Service Fee with the following exceptions:

9.9.3.1 Applicant will be responsible for all costs incurred for services of all physicians, equipment, Personal Care items as listed on the Elm Terrace Gardens price list and prescribed medicines.

9.9.3.2 On certain occasions, at Elm Terrace Gardens' option, Personal Care services may be provided in the Residential Living Unit.

9.9.3.3 All over the counter and prescription medications will be paid by the Applicant.

9.9.4 Permanent Personal Care Services. The determination that Applicant requires permanent Personal Care Services will take place upon consultation between the Elm Terrace Gardens President and Applicant. Such consultations notwithstanding, the final determination that Applicant requires Personal Care services will be made by Elm Terrace Gardens. Elm Terrace Gardens will provide Personal Care services in a semi-private accommodation. Applicant will be responsible for all costs of physicians and Personal Care items as listed on the Elm Terrace Gardens Price List. Applicant will be responsible for the cost of over the counter and prescription medications. On certain occasions, at Elm Terrace Gardens' option, Personal Care services may be provided in the Residential Living Unit.

9.9.5 Third Party Payments. In order to assist in controlling Elm Terrace Gardens' operating costs, Applicant agrees that he/she will cooperate with Elm Terrace Gardens Administration in securing reimbursement should governmental programs or Applicant's insurance cover any portion of the Personal Care services provided by Elm Terrace.

9.9.6 Personal Care Services While Traveling. If an accident or illness occurs while Applicant is traveling or visiting away from the Elm Terrace Gardens Community, Applicant will make every reasonable effort to notify the community as soon as possible and, if Personal Care services are required, Applicant will arrange to return to Elm Terrace Gardens as soon as reasonably possible. Elm Terrace Gardens will be responsible for the Personal Care per diem rate up to that charged at Elm Terrace Gardens and the cost of any other service to which Elm Terrace Gardens agrees to provide in this agreement as specified in paragraph 2, above. The Applicant will be re-

sponsible for other costs such as hospital costs, physicians' fees, and transport, as outlined elsewhere in this Agreement.

9.9.7 Personal Care Accommodations If Applicants prefer Personal Care private accommodations such will be provided on a space available basis and at an additional fee over and above the Monthly Maintenance Fee. This additional fee is set by the Administrator from time to time. Advanced notice will be given before any charge for such additional fee and will be made only upon Applicant's request for private accommodations.

9.10. Medical and Nursing Services

9.10.1. Skilled Nursing Facility. Elm Terrace Gardens' Nursing Facility is designed to provide highly professional routine nursing services to Residents, as defined below, at no additional cost to Applicant over the Monthly Service Fee . It will be Applicant's responsibility, however, to assume costs (either by payment or insurance) of all physicians, outside hospitals, eye glasses, hearing aids, dentistry, orthopedic appliances, therapy for psychiatric disorders, out-patient services, emergency transport, medications, medical supplies, or for the lease or purchase of specialized equipment (i.e. Kidney machine).

9.10.2. Emergency Service. Elm Terrace Gardens will provide emergency nursing service to the Applicant on a twenty-four (24) hour per day basis. Each Residential Living Unit will have an Emergency Call System connected directly to the Nursing Call Station for use in summoning assistance.

9.10.3. Temporary Nursing Care. If Applicant is in need of Temporary Nursing Care as determined by Applicant's physician and/or Elm Terrace Gardens Medical Director or Utilization Review Committee, Elm Terrace Gardens will provide nursing care in a semi-private accommodation in a Nursing Facility at no additional cost over Applicant's normal Monthly Service Fee with the following exceptions: Applicant will be responsible for all costs of physicians, equipment and Personal Care items as listed on the Elm Terrace Gardens Price List. Applicant will be responsible for the cost of prescription, over the counter medications, and medical supplies.

In order to assist in controlling Elm Terrace Gardens' operating costs, Applicant agrees that he/she will cooperate with Elm Terrace Gardens' Administration in securing reimbursement should governmental programs or Applicant's insurance cover any portion of the nursing services provided by Elm Terrace Gardens.

On certain occasions, at Elm Terrace Gardens' option, nursing service may be provided in the Residential Living Unit.

9.10.4. Permanent Nursing Care. The determination that Applicant requires permanent nursing care will take place upon consultation between the Elm Terrace Gardens President and Applicant. Such consultations notwithstanding, the final determination that Applicant requires Nursing services will be made by Elm Terrace Gardens. Elm Terrace Gardens will provide nursing care in a semi-private

accommodation. Applicant will be responsible for all costs of physicians, equipment and Personal Care items as listed on the Elm Terrace Gardens Price List. Applicant will be responsible for the cost of prescriptions, over the counter medications, and medical supplies.

In order to assist in controlling Elm Terrace Gardens' operating costs, Applicant agrees that he/she will cooperate with Elm Terrace Gardens' Administration in securing reimbursement should governmental programs or Applicant's insurance cover any portion of the nursing services provided by Elm Terrace Gardens.

9.10.5. Miscellaneous. Elm Terrace Gardens is not designed to care for persons who are afflicted with psychosis, contagious or dangerous disease.

9.10.5.1. On rare occasions when the above occurs the President of Elm Terrace, in consultation with Applicant's physician, will determine if the continued presence in Elm Terrace Gardens is either dangerous or detrimental to the health or peace of Applicant or other Applicants. Elm Terrace Gardens will have authority to transfer Applicant to an appropriate facility for such care. Elm Terrace Gardens will not be obligated to pay for such care. Applicant, upon transfer to said facility, will be entitled to a refund as outlined elsewhere in this Agreement.

9.10.5.2. If an accident or illness occurs while the Applicant is traveling or visiting away from the Elm Terrace Gardens Community, Applicant will make every reasonable effort to notify the community as soon as possible and, if nursing care is required, Applicant will arrange to return to Elm Terrace Gardens as soon as reasonably possible. Elm Terrace Gardens will be responsible for the per diem rate up to that charged at Elm Terrace Gardens and the cost of any other service to which Elm Terrace Gardens agrees to provide in this agreement as specified in paragraph 2, above. The Applicant will be responsible for other costs such as hospital costs, physicians' fees, and transport, as outlined elsewhere in this agreement.

9.10.5.3. In event a health care provider seeks payment from the Applicant, Elm Terrace Gardens will assume liability for payment of the health care services rendered, if health services rendered are services which Elm Terrace Gardens has agreed to furnish to the Applicant in this Agreement.

9.11 Average Annual Cost of Providing Services

The average annual cost of providing these services is estimated to be \$44,000.00.

10. Social Services and Activities

10.1. Elm Terrace Gardens encourages Applicant to enjoy the full potential of the facility, including participating in social, educational and religious activities. These activities are planned by the staff of Elm Terrace Gardens for enjoyment and growth of Residents.

10.2. Every effort will be made by Elm Terrace Gardens to provide for the spiritual, social, and physical needs of all Applicants.

10.3. Trips and the tours (other than shopping trips) are available during the year to Residents at the lowest cost that Elm Terrace Gardens can negotiate with the tour providers.

11. Transportation

Elm Terrace Gardens provides regularly scheduled transportation, at no extra charge to Residents, for shopping trips to local malls and shopping centers.

12. Services Available at Additional Cost

Other services may be available to Applicant for an extra cost. For a list of services available, contact the Administration Office. The extra services available and the prices for these services may be changed periodically without prior notice.

13. Guest Privileges In Residential Living Units

From time to time Applicant may wish to entertain overnight guests in his/her Residential Living Unit. The stay of overnight guests is limited to fourteen (14) consecutive days per visit unless special permission is granted by Elm Terrace Gardens. Visiting children should be carefully supervised for the consideration of other Residents of the community. The only charge for overnight guests in the Residential Living Unit is for any meals provided by Elm Terrace Gardens, which costs will be according to prices in effect at the time of such visit.

14. Change of Accommodations, Transfer Arrangements

14.1. Applicant has the option to move from his/her Residential Living Unit to another similar accommodation, if available. Applicant will notify Elm Terrace Gardens Administration well in advance to allow for proper arrangements.

14.1.1. The charge for this change is \$500.00 payable by Applicant prior to change. Applicant will be responsible for the arrangement and the expense of the move.

14.2. If Applicant should want to move to a larger or smaller Residential Living Unit, the amount of the additional charge or refund will be the difference between Entrance Fees in effect at the time of the move. The Monthly Service Fee charged will be that in effect for the Residential Living Unit into which Applicant moves.

14.3. If Applicant requires permanent Nursing Care, then the Applicant will be moved from his/her Residential Living Unit to semi-private nursing accommodations. Applicant, or those acting on behalf of Applicant, will make arrangements to vacate the Residential Living Unit and remove all personal possessions within fifteen (15) days of the transfer.

14.3.1. If a second Resident remains in the living unit he/she will continue to pay the Monthly Maintenance Fee based on double occupancy.

14.4. If one Resident dies, the surviving Resident will pay the single monthly fee in effect at the time for that Residential Living Unit.

15. Financial Policy

15.1. The Entrance Fee as paid by Applicant and subject to refunds as outlined elsewhere in this agreement, is a fee to purchase a contractual right of occupancy of which terms and conditions are set forth herein and is paid as a condition of entrance into a Residential Living Unit in Elm Terrace Gardens.

15.2. Applicant's acceptance into Elm Terrace Gardens has been based on facts recorded in Applicant's Financial Statement, which was reviewed as part of the admissions procedure. In addition to being capable of residential living, admission to Elm Terrace Gardens also is based on indications from the Financial Statement that the prospective Applicant is capable of meeting his/her financial responsibilities. If after acceptance to Elm Terrace Gardens, Applicant weakens his/her financial position or ability to pay monthly service or other fees through the distribution of assets to others, or through other means, Elm Terrace Gardens reserves the right to terminate this Agreement.

15.3. If Applicant is unable to pay all or part of the service fee, Elm Terrace Gardens may request a current Financial Statement of Applicant and, if Applicant does not provide such statement within thirty (30) days of the request, Elm Terrace reserves the right to terminate this Agreement.

The policy of Elm Terrace Gardens is that Applicant shall not be dismissed solely because of the financial inability to pay the Monthly Service Fee or other charges, if (a) Applicant presents to Elm Terrace Gardens facts which, in Elm Terrace Gardens' opinion, justify financial assistance, and (b) any necessary financial assistance can be granted or continued without impairing the ability of Elm Terrace Gardens to operate on a sound financial basis. The provision of financial assistance will be implemented by effecting a private pay contract which will replace this contract.

15.4. Should the Applicant find his/her current income insufficient to meet his/her monthly financial obligations, the Applicant will take necessary steps to liquidate capital assets in order to keep his/her account on a current basis. Applicant further agrees that should his/her assets and income become insufficient to pay current obligations, he/she will apply for financial assistance through such federal, state, local or other programs for which Applicant may be eligible. Any unpaid or subsidized fees or part thereof will be charged against Applicant's refundable portion of the Entrance Fee and deducted from the payment of same at resident's demise. Any unpaid or subsidized fees which exceed the refundable portion of the Entrance Fee will become a liability of the resident's estate.

15.5. Applicant will not be liable to any other health care provider for services rendered under this Agreement.

16. Other Terms and Conditions

16.1. Non-Transferable. The rights and privileges of Applicant under this agreement are personal to Applicant and cannot be transferred or assigned by act of Applicant. If any person, other than the Applicant, commences to live in Applicant's Residential Living Unit, Elm Terrace Gardens reserves the right to terminate this agreement.

16.2. Subsequent Marriage of Applicant. In the event that Applicant decides to marry a non-Resident and desires that the spouse share Applicant's Residential Living Unit, such spouse must comply with the entrance procedure and requirements as set forth elsewhere in this agreement and will pay an Entrance Fee equal to the current Entrance Fee for a studio Residential Living Unit in our "B" building. The prevailing monthly fee for double occupancy will commence on the day such new Applicant takes up residence or within ninety (90) days of acceptance for admission, whichever occurs first.

16.2.1. In the event that Applicant marries a Resident, the Applicant giving up his/her Residential Living Unit will receive an Entrance Fee refund based on the policy governing voluntary termination prior to death as defined elsewhere in this Agreement. However, in calculating the refund Applicant vacating his/her Residential Living Unit is to receive, Elm Terrace Gardens will retain an amount equal to the "B" Building Studio Entrance Fee in effect at the time. The double occupancy rate in effect for the Residential Living Unit in which both Residents will reside will commence on the day Applicant vacates his/her former Residential Living Unit.

16.2.2. In the event that Applicant decides to marry a non-Resident and the non-Resident does not meet Elm Terrace Gardens' entrance requirements for residential living, Elm Terrace Gardens, at its sole discretion, may offer the non-Resident accommodation in its Personal Care Facility or Nursing Facility. If non-Resident accepts this offer, non-Resident shall pay the per diem rates for such accommodation in effect at the time of admission. If Elm Terrace Gardens does not offer accommodation in its Personal Care Facility or Nursing Facility or if non-Resident declines such offer, non-Resident, under no circumstances, may reside in the Residential Living Unit of Applicant, or any other Residential Living Unit at Elm Terrace Gardens. Applicant may choose to continue to reside in the Residential Living Unit, living apart from the non-Resident spouse.

16.3. Separability Provision. If any provision of this agreement will be held invalid or unenforceable, such invalidity or unenforceability will not affect any other provision hereof and this agreement will be construed and enforced as if such provision had not been included.

17. Termination of Agreement

17.1. Termination prior to or within one hundred twenty (120) Days after occupancy. At any time within the 120 day period commencing on the date Resident occupies the living accommodation (the "Probationary Period"), Applicant may terminate this Agreement by giving written and personally signed notice of termination to Elm Terrace Gardens. Applicant shall move from the living accommodation within a period of 60 days from the date on which such notice is received by Elm Terrace Gardens. Similarly, within said 120 day Probationary Period, Elm Terrace Gardens, at its discretion, may terminate this Agreement by providing Applicant with at least 30 days written notice of such termination. If such action is taken by Elm Terrace Gardens, Applicant will have 60 days to move from his/her living accommodation.

17.2. Termination after the first 120 days of occupancy but prior to demise. If Applicant elects to terminate this agreement after the one hundred twenty (120) day adjustment period and prior to the Applicant's demise, Applicant will receive a refund of the original Entrance Fee paid, less a sum equal to one percent (1%) per month for each month this agreement has been in effect, less specific costs incurred by Elm Terrace Gardens at the request of Applicant to the extent that those costs were not otherwise paid by Applicant. This refund is not payable, however, if Applicant is diagnosed with a terminal medical condition prior to Applicant's notification to Elm Terrace Gardens of Applicant's intent to terminate the agreement.

17.3. Termination by Applicant's Demise

17.3.1. Prior to or during the first 120 Days of occupancy. In the event of the demise of Applicant prior to or during the first one hundred twenty (120) days of occupancy, the actual Entrance Fee paid will be refunded in full to the Applicant's Estate, less specific costs incurred by Elm Terrace Gardens at the request of Applicant to the extent that those costs were not otherwise paid by Applicant.

17.3.2. After the 120 Day Adjustment Period. In the event of the demise of Applicant after the first one hundred twenty (120) days of occupancy, no refund will be made to the applicant's estate. The amortization schedule mentioned in paragraph 17.2, above, does not apply to termination by Applicant's Demise.

17.3.3. The refund will be payable by Elm Terrace Gardens to the Estate of Applicant after the demise of all who contractually shared the same Residential Living Unit.

17.4. Time of Payment of Refunds

17.4.1. Termination by Applicant prior to demise and prior to or during the first 120 days of occupancy. When Applicant vacates the Residential Living Unit, any refund of the Entrance Fee will be payable within one hundred twenty (120) days after the Residential Living Unit has been vacated by Applicant and Applicant has removed his/her belongings if such occurs prior to or during the one hundred twenty day adjustment period.

17.4.1.1. Termination by Applicant prior to demise and after the first 120 days of occupancy. Any refund of the Entrance Fee will be payable within twelve (12) months

after Residential Living Unit has been vacated by all who have signed the Residential Living Agreement and Applicant has removed his/her belongings if such occurs after the one hundred twenty day adjustment period.

17.4.1.2 Termination by Elm Terrace Gardens prior to demise of Applicant. Any refund of the Entrance Fee will be payable upon receipt of payment of resale price of the Residential Living Unit, but in any case no later than twelve (12) months after Residential Living Unit has been vacated by all who have signed the Residential Living Agreement and Applicant has removed his/her belongings.

17.5. Termination by Elm Terrace Gardens. Elm Terrace Gardens reserves the right to terminate this Agreement for just cause* including the following items:

(a) Material misrepresentation or omissions on the Financial or Medical Application Forms.

(b) Applicant's actions that create a serious threat to the life, health, safety and peace of Applicant or other Residents.

(c) Breach or default of the other terms of this Agreement.

(d) The inability of Applicant to live independently if such is determined by Elm Terrace Gardens within the first 120 days of occupancy. In the case when two or more individuals contractually share the same Residential Living Unit the determination that any one Applicant is unable to live independently within the first 120 days of occupancy, will constitute just cause for termination of the Agreement.

“Just Cause” shall include, but is not limited to, a good faith determination in writing, signed by the Medical Director and the President.

17.5.1. Elm Terrace Gardens may then serve Applicant with fifteen (15) calendar days notice termination and Applicant will have (15) calendar days to vacate the Residential Living Unit and remove his/her possessions. The refund formula as stated elsewhere in this Agreement will be used in computing Applicant's refund .

17.5.2. The refund will be made within twelve (12) months of receipt of the released Residential Living Unit.

17.6. All refunds made pursuant to this Agreement will be made to Applicant or Applicant's estate unless, as of the date of this Agreement, an addendum or supplemental agreement has been signed by the Applicant indicating the person or entity to which payment will be made.

18. Miscellaneous

18.1. Disposition of Property.

18.1.1. Personal property and belongings will be removed within ten (10) days after vacating the Residential Living Unit by the person responsible for the Applicant .

18.1.2. Complete evacuation (including furniture, linens, and miscellaneous furnishings) must be completed within fifteen (15) days.

18.1.3. After fifteen (15) days, all remaining property will become the sole possession of Elm Terrace Gardens and will be removed and handled as decided by Elm Terrace Gardens.

18.2. Requests and Reservations

18.2.1. Elm Terrace Gardens reserves the right to make final decisions on admissions, terms of admission, placement or dismissal of any Resident.

18.2.2. Applicant will have available a storage locker away from his/her living accommodation.

18.2.3. Applicant agrees that once Applicant is declared a permanent Applicant of the Skilled Nursing Care Unit, he/she relinquishes the right to re-occupy the Residential Living Unit.

18.2.4. The Applicant agrees, on behalf of himself, herself, his/her heirs, executors, Administrators and assigns to indemnify and hold harmless Elm Terrace Gardens, its employees, management and Board of Directors from and against any and all liability, including court costs and attorney's fees arising from injury during Applicant's stay at Elm Terrace Gardens to person or property occasioned wholly or in part by any act or omission of Applicant or the agents, employees or guests of the Applicant, or employees of Elm Terrace Gardens.

18.2.5. Elm Terrace Gardens reserves the right to add to or change any rules and regulations, details or understandings, as may be necessary. Any further addenda that may be added to this original Agreement will automatically become part of the same.

18.2.6. The Applicant agrees to comply with RULES AND REGULATIONS promulgated from time to time by Elm Terrace Gardens.

18.3. Arrangement for Guardianship and Applicant's Estate.

18.3.1. Will and financial arrangement required. To ensure that Applicant arranges his/her affairs in an orderly fashion, and if not previously made, Applicant, prior to entering, agrees to make a will.

18.3.2. Durable Power of Attorney. Applicant agrees to execute a durable power of attorney to carry out the terms of this Agreement on the Applicant's behalf in the event of the incapacity of the Applicant to act on his/her own behalf. A copy of said power of attorney will be submitted by the Applicant to Elm Terrace Gardens for file.

18.3.3. Legal Guardian. If Applicant becomes legally incompetent or unable to properly care for his/her self or his/her property, and in the event Applicant has made no designation of a person or legal entity to serve as his/her guardian or conservator, Applicant hereby grants authority to Elm Terrace Gardens to apply to a court jurisdiction for the appointment of a conservator or guardian.

19. Resident Rights. Elm Terrace Gardens recognizes the rights of individual Residents, including the following:

- 19.1. Residents may leave and return to Elm Terrace Gardens at any time they wish to do so.
- 19.2. Residents may receive visitors at any time they wish to do so.
- 19.3. Residents must have a private telephone installed in their Residential Living Units.
- 19.4. Residents may send and receive United States mail whenever they wish to do so.
- 19.5. Residents may exercise the right to attend and participate in religious activities whenever they wish to do so
- 19.6. Residents have the right to be treated with dignity and respect.
- 19.7. Residents have the right to request and receive assistance in relocating should they wish to do so.
- 19.8. Residents may exercise all civil rights and, to this end, may voice grievances and recommend changes in policies and services of Elm Terrace Gardens without fear of reprisal or intimidation. Residents may voice concerns to the Governor's Action Center by calling toll free 1-800-932-0784. Other agencies may also be contacted to voice such concerns.
- 19.9. Residents have the right to privacy.
- 19.10. Residents have the right to be free from abuse.
- 19.11. Residents have the right to associate with and communicate with others privately.
- 19.12. Residents have the right to be free from restraints.

20. Rules and Regulations. Residents of Elm Terrace Gardens are required to abide by the rules and regulations of the community as follows.

- 20.1. Alcoholic beverages may be stored and consumed in Residential Living Units. Alcoholic beverages may not be stored or consumed in any of the common areas of Elm Terrace Gardens.
- 20.2. Animals may not be kept as pets in Residential Living Units or common areas of Elm Terrace Gardens.
- 20.3. Elm Terrace Gardens reserves the right for the President to enter all Residential Living Units at any time, providing that 24 hours advance notice has been given to the Resident. Elm Terrace Gardens reserves the right for the President to enter all Residential Living Units at any time, should the President determine, in his sole opinion, that a life threatening circumstance may be extant.

- 20.4 Each Residential Living Unit is to be occupied only by those Residents who have signed this Residential Living Agreement. Any exception to this rule must be approved by the President.
- 20.5. Appropriate dress, as determined by the President, in his sole discretion, is required in all public and/or common areas of Elm Terrace Gardens.
- 20.6. These rules and regulations may be changed at any time by the President, provided that thirty days advance written notice is given to Residents.

Executed the date first above written:

ATTEST

Elm Terrace Gardens

by _____

Applicant

Witnesses

For Applicant

For Elm Terrace Gardens

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