

**RESIDENCY AGREEMENT**

NAME OF RESIDENT: \_\_\_\_\_

NAME OF SECOND RESIDENT: \_\_\_\_\_

APARTMENT TYPE AND NUMBER: \_\_\_\_\_

OCCUPANCY DATE \_\_\_\_\_

COVERED PARKING SPACE NUMBER: \_\_\_\_\_  
(IF APPLICABLE)

ENTRANCE FEE REFUND PLAN: \_\_\_\_\_

ENTRANCE FEE: \_\_\_\_\_

COVERED PARKING FEE: \_\_\_\_\_

TOTAL ENTRANCE  
AND PARKING FEES: \_\_\_\_\_

RESERVATION DEPOSIT: \_\_\_\_\_

ACCRUED INTEREST \_\_\_\_\_

BALANCE ON ENTRANCE  
AND PARKING FEES: \_\_\_\_\_

RESIDENT MONTHLY SERVICE FEE: \_\_\_\_\_

SECOND RESIDENT MONTHLY  
SERVICE FEE: \_\_\_\_\_

TOTAL MONTHLY SERVICE FEE: \_\_\_\_\_

## I RECITALS

This residency agreement (the "Residency Agreement") is made between \_\_\_\_\_ (hereinafter called individually or collectively, the "Resident") and Glenmeadow, Inc., a not-for-profit Massachusetts corporation which owns and operates a retirement community known as Glenmeadow in Longmeadow, Massachusetts (hereinafter called "Glenmeadow"). If a husband and wife or two other persons will share a residence, the term "Resident" or "Residents" or "you" shall apply to them jointly and severally, and to the survivor of them.

- A The Resident has applied for an apartment at Glenmeadow, has executed a reservation agreement (the "Reservation Agreement"), Confidential Data Application and has paid a reservation deposit (the "Reservation Deposit").
- B Now, therefore, in consideration of the premises and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, this Residency Agreement is made and entered into between Glenmeadow and Resident on \_\_\_\_\_ under the following terms and conditions.

## II CRITERIA AND PROCEDURES FOR RESIDENCY

- A As conditions precedent to the final acceptance of the resident into Glenmeadow, the resident shall meet the following criteria to the satisfaction of Glenmeadow, subject to such exceptions as the Board of Directors of Glenmeadow may approve in writing:
  - 1 Financial  

You must demonstrate the ability to meet the financial obligations under this Agreement including payment of the Entrance Fee, Monthly Service Fee, Covered Parking Fee (if applicable), charges for any additional services not provided under the Monthly Service Fee, and your living expenses.
  - 2 Age  

You or your spouse must be at least 62 years of age at the time of occupancy.
  - 3 Health  

You must be in reasonably good health so that you can reside at Glenmeadow with the services that are offered. Glenmeadow, at its discretion, may request additional health information prior to making its final determination of acceptance.
- B Acceptance is subject to Glenmeadow's review and approval of updated disclosures. Within seven (7) days of receipt by Glenmeadow of any material changes in the information provided by you to Glenmeadow on the Confidential Data Application and any additional health information, you will be notified in writing of final acceptance or non-acceptance into Glenmeadow.

- C If you are not accepted as a resident at Glenmeadow under the terms of this Article II, this Agreement will be terminated, and the Reservation Deposit and any other deposits you have paid will be refunded in full with interest.

### III REPRESENTATIONS AND WARRANTIES

- A Glenmeadow represents and warrants that it is a Massachusetts not-for-profit corporation and intends to operate Glenmeadow so as to provide comfortable surroundings at a reasonable cost to Resident.

- B Resident warrants that:

- 1 All facts on application documents and in application interviews are true and complete in all material respects.
- 2 Resident has not made and will not make in the future, any gift or other transfer of his or her property that will impair Resident's ability to meet his or her financial obligations under this Agreement.

### IV DATES FOR OCCUPANCY

- A If you are accepted as a resident at Glenmeadow as provided in Article II, Glenmeadow agrees to provide residence #\_\_\_ (“the "Residence") and the other facilities described in Article V commencing \_\_\_\_\_ (the “Occupancy Date”).

- B From and after the Occupancy Date, Resident shall have the right to occupy the Residence and to receive the services described in this Agreement, and shall pay the Monthly Service Fee.

### V FACILITIES PROVIDED BY GLENMEADOW

Glenmeadow will provide for Resident the following facilities, which are included in the Entrance Fee and Monthly Service Fee:

- A The Residence

Resident has selected and Glenmeadow shall provide to Resident the Residence or such other residence identified in Article IV, Section A above as may be mutually agreed upon in writing from time to time by Resident and Glenmeadow. Resident shall have the exclusive right to occupy and use the Residence, subject to the terms and conditions of this Agreement. The Residence shall be equipped with the following:

- 1 Wall-to-wall carpeting throughout except kitchens and bathrooms which shall have vinyl flooring.
- 2 Window covering and paint.
- 3 Light fixtures.

- 4 Washer/dryer, garbage disposal, dishwasher, frost-free refrigerator and stove with self-cleaning oven.
- 5 Emergency call system, smoke and heat detectors, grab bars.
- B Common areas including dining rooms, lobbies, library, social and recreational facilities (indoor and outdoor), craft facilities, and other public rooms at Glenmeadow.
- C Health Facilities providing the services specified in Article VI.
- D On-site storage in lockable, separate modules.
- E Free surface parking in designated areas.

## VI SERVICES PROVIDED BY GLENMEADOW

- A Glenmeadow will provide the following services, which are included in the Resident's Monthly Service Fee:
  - 1 Meals
    - a Resident will receive a four hundred dollar (\$400.00) allowance per month (subject to adjustment from time to time) which may be used for either lunch or dinner or both, at Resident's option. Guest meals will be applied to this allowance. Any allowance not used by the end of each month may not be carried forward and will be forfeited.
    - b Up to five (5) days per year of tray service.
    - c Special diets (i.e., reduced calorie, fat, salt, etc.) will be accommodated through menu options and modifications available daily by request.
    - d Consultation with the dietician is available.
    - e Complimentary continental breakfast daily.
    - f Residents will receive a credit to their monthly service fee for meals not taken due to Resident's absence from Glenmeadow for fourteen (14) or more consecutive days provided that Glenmeadow receives written notice of the planned absence by the Resident at least fourteen (14) days in advance. Consideration for credit will also be given for unplanned emergency absences.
  - 2 Weekly housekeeping which consists of vacuuming, dusting, bathroom and kitchen cleaning, and changing and laundering of bed linen.
  - 3 Maintenance and repair service for property and equipment provided by Glenmeadow in Resident's apartment: maintenance, cleaning and repair of common areas.

- 4 Grounds keeping.
- 5 Utilities consisting of water, sewer, trash disposal, electricity, heat, air conditioning and wiring for telephone and cable television service. Charges for basic cable service and installation are included, but not telephone charges.
- 6 Transportation to designated local shopping centers, banks, places of worship, and other points of common interest at regularly scheduled times.
- 7 Twenty-four hour security and emergency response.

8 Wellness Services

a Assistance-in-Living

Glenmeadow has established a program that will enable residents to receive assistance-in-living in the resident's apartment should the need arise. The program includes such services as home health aides and homemaker assistance. Forty (40) visits (up to 15 minutes in duration each) per year are included in the resident's monthly service fee. A cumulative maximum of eighty (80) unused 15-minute visits, twenty (20) hours total, may be carried forward into subsequent years.

b Medical Director

Glenmeadow has a medical director who is a physician licensed to practice medicine in The Commonwealth of Massachusetts and is responsible solely for administration, clinical oversight, and service coordination of the health program.

c Health Care Coordinator

Glenmeadow employs a health care coordinator who is a registered nurse. The health care coordinator, working under the supervision of the medical director coordinates health care services to Resident. The health care coordinator is available for consultation with residents during regularly scheduled office hours.

d Health Education Programs

Glenmeadow offers health promotion and education programs for Residents.

B Additional services available for an extra charge are listed below.

1 Dining Services

- a Meals in addition to those provided under Article VI, Section A.1.a.

- b Tray and room service in excess of those provided under Article VI, Section A.1.b.
- c Dining in the private dining room.
- d Catering.

2 Additional Housekeeping Services

3 Health Care Services

a Assistance-In-Living

Additional assistance-in-living is available to residents in their apartments. The cost of such services shall be billed to the Resident at published rates of 15-minute increments, as such rates may change from time to time.

b Assisted Living

Assisted Living services will be provided for those who do not require the care provided by a nursing home but who require care with personal activities of daily living (dressing, bathing, toileting, feeding and transferring) either on a long-term basis or what the Medical Director deems as appropriate to be provided in the residence. Assisted living care will be provided in certain residential suites in Glenmeadow (the "Assisted Living Wing") at published per diem rates as such rates may change from time to time.

c Nursing Home Care

Glenmeadow has arranged for priority admission to several area nursing homes licensed by The Commonwealth of Massachusetts to provide skilled nursing care to residents and will assist in facilitating transfer arrangements. The cost of such care will be the sole responsibility of Resident.

d Medicine

The cost of all medicine, including prescription medicine delivered to Glenmeadow for residents, will be the responsibility of the individual residents receiving such medicine.

4 Use of Therapists, Physicians, Health Care Staff

a Therapy, Emergency and Non-Emergency Care

Resident will be responsible for the cost of occupational, physical and speech and hearing therapy, and emergency care and non-emergency

clinical care services rendered at Resident's request, by the medical director or other members of Glenmeadow health care staff. The cost of evaluation services provided by the medical director at Glenmeadow's request shall be borne by Glenmeadow.

b Private Physicians

Upon occupancy at Glenmeadow, Resident shall designate in writing the name, address and telephone number of Resident's personal physician or managed care provider and shall keep Glenmeadow informed in writing of any change. Resident shall authorize any physician engaged by Resident to supply to Glenmeadow's medical director, in writing and in confidence, current information regarding Resident's health status, medications, medical treatment, and prognosis. Resident will be responsible for any ambulance charges, emergency room charges and hospital care.

5 Transportation

Transportation to medical appointments outside the regularly scheduled times.

6 Other services that are not specified in Article VI, Section A.

VII HEALTH INSURANCE, RESIDENT TRANSFERS

A Medicare and Other Required Insurance

During the term of this Agreement, Resident shall be enrolled in the Medicare program, Parts A and B, any future program that may be offered by Medicare and one supplemental health insurance program covering hospitalization and other related costs to assure Resident's ability to cover costs of his or her medical care. A Resident who is not qualified for Medicare coverage must maintain comparable health coverage. Resident agrees to provide evidence of such insurance to Glenmeadow upon request.

B Right of Subrogation

In case of injury to Resident caused by any act or omission of another person and not caused by negligence of Glenmeadow or its employees or agents, including injuries sustained while Resident is operating or is a passenger in a motor vehicle, Glenmeadow shall be subrogated and succeed to the right of recovery of Resident against such person or his insurer, for the value of any and all services provided by Glenmeadow, with respect to any condition arising from such injury. Resident shall pay to Glenmeadow any sums recovered by Resident by suit, settlement or otherwise from such person or his insurer up to the value of such services provided by Glenmeadow. Resident shall furnish such information and assistance and execute such instruments as Glenmeadow may require to facilitate the exercise of its rights of subrogation hereunder, including the grant to Glenmeadow of a durable power of attorney.

## C Transfer to Assisted Living, Nursing Home, Hospital, or Other Health Care Facility

### 1 Authorized Representative

Upon assuming occupancy, Resident shall designate one or more authorized representatives who can act on Resident's behalf if Resident is no longer competent. Resident shall re-designate such authorized representatives if previous designee(s) die, adjudged incompetent by a court of law or otherwise are not available to serve. If no authorized representative has been designated or is available at the time of Resident's death or incapacitation, Resident hereby agrees that Resident's attending physician shall act on Resident's behalf. If the Resident's attending physician is not available or if Resident has not provided Glenmeadow with the name, address and phone number of Resident's attending physician, Glenmeadow shall be authorized to act on Resident's behalf. Although they are not required, residents are encouraged to execute health care proxies and powers of attorney with their family attorney, and keep a copy of one or both on file with Glenmeadow.

### 2 Transfer to Assisted Living

If the medical director, after consultation with the health care coordinator and the Resident, Resident's family or authorized representative and the Resident's attending physician or managed care provider, determines that the physical or mental condition of Resident has materially changed so that in the opinion of the medical director, Resident does not require skilled nursing care but does require daily assistance beyond what is reasonably available to the Resident in the Resident's apartment, the Resident shall be transferred to a suite in the Assisted Living Wing. If there are no suites available for Resident, assistance will be provided temporarily in the Resident's apartment, at the Resident's expense, until a suite in the Assisted Living Wing becomes available.

### 3 Transfer to a Nursing Home

Except in the case of an emergency, a decision to transfer Resident to a nursing home will be made by the medical director after consultation with Resident, if he/she is competent, or if he/she is not competent, the authorized representative of Resident, Resident's family and the Resident's attending physician or managed care provider. Upon such determination by the medical director, Resident agrees to relocate to a nursing home.

### 4 Transfer to Hospital or Other Facility

If the medical director, after consultation with Resident's attending physician or managed care provider, Resident's family and Resident (or Resident's authorized representative), except in the case of an emergency, determines that the physical or mental condition of Resident has materially changed so that he or she requires services not regularly provided by Glenmeadow or a nursing home, then



Glenmeadow is authorized to transfer Resident to an appropriate hospital or facility other than a nursing home (“Other Facility”). Glenmeadow will not be responsible for the cost of any service rendered by the Other Facility.

5 Permanent Transfer

If the medical director, after consultation with Resident's attending physician or managed care provider, Resident's family and Resident (or Resident's authorized representative) determines that Resident requires permanent or long-term care in the Assisted Living Wing or elsewhere, Resident agrees to vacate the residence and to assume occupancy in the appropriate facility and the residence shall be released to Glenmeadow and shall be available for occupancy by others. The Resident shall make arrangements to remove personal belongings from the residence within thirty (30) days of such determination.

6 Return to Glenmeadow

If it is determined by the medical director after a permanent transfer that Resident can resume living in accommodations equivalent to those he or she previously occupied at Glenmeadow and Resident satisfies the criteria for residency, Resident may relocate to an accommodation as soon as one becomes available. Prior to re-occupancy, Resident will be required to execute a new Residency Agreement and to pay the entrance fee for that residence in effect at time of signing.

7 Disagreement with Medical Director's Opinion

If you or your authorized representative, your family and your attending physician disagree with any of the medical director's opinions you may request Glenmeadow to review the decision. If you are transferred before the disagreement is resolved, and if, after review in accordance with Article XIII, Section K, such transfer is found to be unnecessary, Glenmeadow shall be responsible for any additional costs incurred by you as a result of that transfer and you will be transferred back to your residence at Glenmeadow. If your residence is no longer available, you may choose to relocate to an accommodation as soon as one becomes available. If the Residency Agreement has been terminated and a refund paid, you will be required, prior to occupancy, to execute a new Residency Agreement and pay the applicable entrance fee in effect at time at the time of signing.

## VIII LONG TERM CARE INSURANCE

Enrollment in a long-term care insurance policy is not mandatory. Resident has the option of purchasing long-term care insurance from insurance companies licensed to sell such policies in the Commonwealth of Massachusetts. Resident will be responsible for payment of any insurance premiums.

## IX FINANCIAL CONDITIONS

### A Fees

Resident shall pay to Glenmeadow an Entrance Fee, and a Monthly Service Fee in accordance with the following provisions.

#### 1 Entrance Fee

Resident shall pay Glenmeadow an Entrance Fee in the amount of \$ \_\_\_\_\_ (the "Entrance Fee") in accordance with the following schedule. The Entrance Fee is based on the particular residence chosen and not based on the number of occupants.

- a Fifteen thousand dollars (or a greater or lesser amount as specified in the Reservation Agreement) paid previously as a deposit, shall have been paid by Resident to Glenmeadow upon execution of the Reservation Agreement (the "Reservation Deposit").
- b The balance of \$ \_\_\_\_\_ Entrance Fee, less interest earned on the Reservation Deposit, shall be paid by Resident to Glenmeadow at least seven days prior to the Occupancy Date.
- c Until full payment of the Entrance Fee, the amount of the Reservation Deposit held in escrow may be pledged by Glenmeadow for payment of debt service on obligations issued to finance the construction of and other costs associated with Glenmeadow. Upon full payment, the Entrance Fee may be used for operating expenses, reserves, debt service on such obligations (or may be pledged for the payment of debt service on such obligations), or for any other lawful purpose; provided, however, that no such use of the Entrance Fee shall alter the obligation of Glenmeadow to pay a refund as provided in Article X.

#### 2 Monthly Service Fee

- a Resident shall pay to Glenmeadow on the first of each month in advance, beginning with the month in which occupancy occurs, a Monthly Service Fee based upon the size of the apartment and the number of persons who reside there (the "Monthly Service Fee"). The Monthly Service Fee for the residence will be \$ \_\_\_ or \$ \_\_\_ ("Double Occupancy Rate") if two persons are Residents. The Monthly Service Fee for the first month of occupancy shall be due no later than the date of move-in.
- b Right to Adjust Monthly Service Fee

- (i) From time to time, Glenmeadow may adjust the Monthly Service Fee to meet the financial needs of operating Glenmeadow or providing services to Residents. Glenmeadow shall set the Monthly Service Fee at a reasonable amount consistent with operating on a sound financial basis and giving due consideration to maintaining adequate reserve funds, which are dedicated to the support and financial security of Glenmeadow.
- (ii) Glenmeadow shall make supporting financial information available to the Resident Council when an increase is instituted. No change in the Monthly Service Fee shall be effective upon less than sixty (60) days advance notice to Resident.
- (iii) The timing and average dollar increase in monthly fee over the most recent five years are as follows:
 

January 1, 2013	\$70 per month
January 1, 2014	\$86 per month
January 1, 2015	\$88 per month
January 1, 2016	\$98 per month
January 1, 2017	\$94 per month

c Monthly Statement

Glenmeadow shall present to Resident a detailed monthly billing statement on the first business day of each month showing the Monthly Service Fee and any additional charges incurred by Resident through the last day of the preceding month, for services provided to Resident not included in the Monthly Service Fee. Payment by Resident is due upon receipt of the statement.

d Proration Fee

The Monthly Service Fee shall be prorated for any partial month in which Resident begins or ends occupancy at Glenmeadow.

3 Covered Parking Fee

If Resident has chosen an optional covered parking space, Resident shall pay to Glenmeadow at the time the balance of the Entrance Fee is paid, a one-time fee of \$ 9,500.00 for the right of exclusive use of the space. This amount shall be fully refundable (without interest) and shall be refunded to Resident upon the release of the covered parking space to Glenmeadow.

Resident may also be eligible to rent a covered parking space for a monthly fee, on a space available basis. Covered parking spaces will be assigned first to Residents paying the \$9,500.00 one-time fee.

B Fee Adjustments for Altered Circumstances

1 Marriage or Other Joint Living Arrangement

a Marriage or Other Joint Living Arrangement Between Residents.

If Resident marries or decides to live with another person who is also a resident at Glenmeadow, they shall thereafter jointly pay a new Monthly Service Fee equal to the Double Occupancy Rate for the apartment they jointly occupy. Refund of the Entrance Fee for the vacated apartment shall be made pursuant to Article X, Section B.4.

b Marriage or Other Joint Living Arrangement with a Non-Resident.

(i) If Resident marries or decides to live with another person who is not a resident of Glenmeadow, the non-resident may become a resident of Glenmeadow, provided he or she has been determined by Glenmeadow to individually satisfy the criteria and procedures for residency as set forth in Article II and upon the execution of a new Residency Agreement by both residents and Glenmeadow. The two Residents thereafter will pay a new Monthly Service Fee equal to the Double Occupancy Rate for the apartment they jointly occupy.

(ii) If Resident marries or decides to live with a nonresident who does not meet the requirements for acceptance as a resident of Glenmeadow, admission of the spouse or cohabitant will be at the discretion of Glenmeadow. If the spouse or co-habitant is not accepted by Glenmeadow, Resident may terminate this Agreement in accordance with the provisions of Article X, Section B.2.

c Death of One of Two Joint Residents

Upon the death of one of two joint Residents, the surviving Resident shall then pay an adjusted Monthly Service Fee based upon single occupancy of the apartment. The adjusted Monthly Service Fee will become effective at the beginning of the first month immediately following the death of the other Resident. No refund of the Entrance Fee will be made.

2 Financial Inability to Pay

a Glenmeadow's Policy

It is and shall be the policy of Glenmeadow to operate as a charitable organization and not to terminate residency solely by reason of Resident's financial inability to pay all or part of the Monthly Service Fee. When a Resident's ability to pay the Monthly Service Fee has materially worsened, payment of all or part of the Monthly Service Fee may be deferred if, in

the sole discretion of Glenmeadow, Resident presents to Glenmeadow facts that justify partial or complete deferral of such charges. A deferral of such charges may only be granted if the deferral will not impair Glenmeadow's ability to operate Glenmeadow on a sound financial basis and it will not impair Glenmeadow's ability to comply with all applicable legal and contractual obligations. Resident's financial status under these circumstances shall be subject to annual review at the request of the President and CEO. All requests for deferral of fees and information submitted therewith shall be treated confidentially by Glenmeadow and Resident and shall not be disclosed except as required by financial institutions lending moneys to Glenmeadow, by regulatory or other governmental bodies or otherwise by law.

b Recovery of Deferral

Upon termination of this Agreement, Glenmeadow shall have the right to recover against Resident or Resident's estate the aggregate amount of Monthly Service Fees and other amounts due from Resident to Glenmeadow that have been deferred.

c Financial Assistance

If Resident's resources are inadequate to meet his or her financial obligations to Glenmeadow, Resident shall make every reasonable effort to obtain any available financial assistance, including applications to obtain local, county, state or federal aid or assistance. Resident agrees that, subsequent to executing this Agreement, he or she shall not make any gift of real or personal property or knowingly take any action that may materially impair Resident's ability, or the ability of his or her estate, to satisfy the financial obligations of Resident under this Agreement.

3 Resident Transfers

a Transfers to the Assisted Living Wing

In the event of a temporary transfer to the Assisted Living Wing, Resident shall be obliged to continue to pay the Monthly Service Fee for the residence. The rate for assisted living services will, however, be adjusted to reflect the meals provided under the Monthly Service Fee. No refund of the Entrance Fee shall be made at the time of transfer. When the transfer is permanent, Resident will no longer be required to pay the Monthly Service Fee and Resident agrees to release the residence for occupancy by a new resident. Resident will be entitled to a refund as described below in Article X, Section B.4.

b Transfers to a Nursing Home, Hospital or Other Facility

In the event of a temporary transfer to a nursing home, hospital or Other Facility, Resident shall be obligated to pay the Monthly Service Fee for the residence, as adjusted from time to time, until this Agreement is terminated. No refund of the Entrance Fee shall be made at the time of the temporary transfer.

In the event of a permanent transfer to a nursing home, hospital or other facility, Resident may terminate this Agreement and receive a refund of a portion of the Entrance Fee as set forth in Article X, Section B.4.

In either event, Resident shall be responsible for all his or her health care costs in the nursing home, hospital or Other Facility.

- c Transfer to the Assisted Living Wing, Nursing Home, Hospital or Other Facility by One of Two Residents Sharing a Residence.

If two Residents occupy the residence and one of them is transferred temporarily or permanently to the Assisted Living Wing, a nursing home, hospital or other facility, and chooses to terminate this Agreement, the Agreement shall remain in effect for the remaining Resident who shall pay the then current Monthly Service Fee for single occupancy of the residence. No refund of the Entrance Fee shall be made at the time of transfer. If the Resident who transfers does not terminate the Agreement, Residents shall be obligated to continue paying the Monthly Service Fee based on the Double Occupancy Rate.

- d Transfer to Another Independent Living Apartment

If a resident wishes to transfer to a different apartment, the entrance fee and monthly service fee will be adjusted accordingly at the time of transfer. This adjustment will be based upon the entrance fee paid for the current apartment and the entrance fee in effect for the new apartment at the time of transfer.

- (i) Transfer To A Less Expensive Apartment

A resident transferring to a less expensive apartment with a lower current entrance fee shall receive a refund of a portion of the entrance fee as set forth in Article X, Section B.4. The amount refunded at that time will be based upon the difference of the entrance fee for the current residence, paid at the time the resident executed the Residency Agreement (the Original Entrance Fee) and the entrance fee in effect for the new residence at the time of transfer (the Revised Entrance Fee). The refund will be paid from the entrance fee received from a new resident moving into the apartment that is being vacated.

Future entrance fee refunds shall be calculated based upon the Revised Entrance Fee. "Months of occupancy" shall be based on the original date of occupancy at Glenmeadow.

(ii) Transfer To A More Expensive Apartment

A resident transferring to an apartment with a higher entrance fee shall pay the difference between the entrance fee in effect for the new apartment at the time of transfer and the entrance fee for the current apartment, paid at the time the resident executed the Original Residency Agreement.

For future refund calculation purposes, "months of occupancy" shall be calculated for the original entrance fee based on the original occupancy date and the incremental entrance fee paid based on the date of transfer.

(iii) Transfer Fee

Residents transferring from one independent living apartment to another independent living apartment will be charged a one time fee of \$5,000. Residents are responsible for coordinating and paying for all moving expenses.

X TERMINATION AND REFUNDS

A Prior to Occupancy

1 Death of Resident

In the event of the death of Resident either prior to or after final acceptance pursuant to Section II. B., but prior to occupancy of the Residence, this Agreement shall terminate and Glenmeadow shall refund the Reservation Deposit, with interest accrued at money market rate, less amounts specifically incurred by Glenmeadow at Resident's request and described in an addendum to this Agreement ("Additional Costs"). If two Residents are parties to this Agreement, the surviving Resident shall have the option to assume occupancy or terminate this Agreement.

2 Resident's Incapacity

a Prior to Final Acceptance

If the Resident is unable to occupy the Residence because of illness, injury, or other incapacity prior to Resident's final acceptance, this Agreement shall terminate and Glenmeadow shall refund all payments made to Glenmeadow, including the Reservation Deposit, with interest

accrued at money market rate, and less any Additional Costs and no further amounts will be due Glenmeadow from Resident. If two Residents are parties to this Agreement, Resident who is not incapacitated shall have the option to assume occupancy or terminate this Agreement.

b After Final Acceptance and Prior to Occupancy

If, after final acceptance into Glenmeadow but prior to occupancy of the Residence, Resident's physical or mental condition deteriorates to the extent that the medical director after consulting with the Resident, the Resident's family and the Resident's attending physician, determines that the Resident is incapable of living in the Residence, this Agreement shall be terminated and the Resident shall receive a refund of amounts paid to Glenmeadow, with interest accrued at money market rate, and less any Additional Costs.

3 General Termination by Resident

After final acceptance into Glenmeadow and before occupancy, Resident may terminate this agreement for any reason other than those specified in Section A.1 and A.2 above. Glenmeadow shall refund within a reasonable period of time, the Reservation Deposit with interest, less any additional costs and less a service charge of five thousand dollars (\$5,000) (the "Service Charge"), which shall be retained by Glenmeadow.

4 Failure to Occupy

If Resident fails to occupy the Residence within thirty (30) days of the Occupancy Date, Resident shall be deemed to have rescinded this Agreement unless Resident and Glenmeadow agree in writing to extend the Occupancy Date. In the event of such a rescission, Glenmeadow shall refund to Resident upon occupancy of the Residence by another resident and Glenmeadow's receipt of a new Entrance Fee, the Reservation Deposit, with interest, and the balance of the Entrance Fee he or she has paid to Glenmeadow, less any Additional Costs and less the Service Charge.

5 Unit not available at Occupancy Date

If the unit is not available for occupancy on the Occupancy Date, this Agreement shall be deemed rescinded by Glenmeadow unless Resident and Glenmeadow agree, in writing, to extend the Occupancy Date. In the event of such a rescission, Glenmeadow shall refund to Resident the Reservation Deposit, with interest, and the balance of the Entrance fee he or she has paid to Glenmeadow.

6 Termination by Glenmeadow

Glenmeadow, in its sole discretion, may refuse to accept you for occupancy and



this Agreement shall be terminated if at the time a residence becomes available:

- a Pursuant to Article X, Section A.2.b., you are determined by the medical director to require services that are not regularly provided by Glenmeadow; or
- b You have made any material misrepresentation to Glenmeadow in the Confidential Data Application; or
- c You have impaired your ability to meet financial obligations to Glenmeadow; or
- d You have failed to pay the unpaid balance of the Entrance Fee.
- e In the event of a termination pursuant to Section A.6.a above, Glenmeadow shall refund to Resident the Reservation Deposit and the balance of the Entrance Fee paid to Glenmeadow, with interest and less any Additional Costs. In the event of a termination pursuant to Sections A.6.b-d above, Glenmeadow shall refund to Resident the Reservation Deposit and the balance of the Entrance Fee he or she has paid to Glenmeadow without interest, less the Service Charge and less Additional Costs.

## B After Occupancy

### 1 Termination by Glenmeadow

- a Glenmeadow reserves the right, in its sole discretion, to terminate this Agreement at any time after Resident assumes occupancy of the Residence for just cause, including but not limited to: (i) a breach by Resident of Resident's obligations under this Agreement; (ii) failure by Resident to abide by the rules adopted by Glenmeadow; (iii) any material misrepresentation or omission by Resident in connection with his or her application for residency at Glenmeadow or in any application for deferral of fees; (iv) Resident's continued residence at Glenmeadow is determined by the medical director in his/her discretion to be seriously disruptive or threatening to the safety of other residents or to the safety of Resident; (v) Resident's living habits are determined by the medical director and/or executive director in their discretion to be grossly incompatible with community living; or (vi) if any person, other than the person(s) who have signed this Agreement, commences to live in Resident's residence, without following the procedures established by Glenmeadow.
- b Prior to any termination of the Agreement, Resident will be given written notice of the reasons and Resident shall have thirty (30) days to correct the problem. If the medical director and/or president and CEO determines that Resident has corrected the problem within such time, this Agreement shall remain in effect. If Glenmeadow determines that Resident has failed

to correct the problem within such time, this Agreement shall be terminated and Resident shall vacate the residence. If Resident fails to vacate the residence, Resident shall remain obligated to pay the Monthly Service Fee to Glenmeadow after the effective date of termination.

- c If this Agreement is terminated by Glenmeadow under this Section B.1, Resident shall be entitled to receive a refund of a portion of the Entrance Fee in accordance with Section B.4 below.
- d Resident shall not be evicted from the Residence following termination of this Agreement, except in accordance with the provisions of the landlord/tenant law as set forth in Massachusetts General Laws, Chapters 186 and 239, and other applicable laws.

## 2 Termination by Resident

- a Resident has the right after assuming occupancy of the residence to terminate this Agreement at any time during which he or she has been transferred to a hospital, nursing home or Other Facility pursuant to Article VII, Section C.2 by giving Glenmeadow thirty (30) days prior written notice and paying the Monthly Service Fee until expiration of such time. Resident also has the right after assuming occupancy of the residence to terminate this Agreement for any reason other than those described in the preceding sentence provided that Resident gives Glenmeadow not less than sixty (60) days written notice and pays the Monthly Service Fee until expiration of such time.
- b On or before the effective date of termination, Resident shall vacate his or her residence. If Resident fails to vacate the residence by the effective date of termination, Resident shall remain obligated to pay the Monthly Service Fee to Glenmeadow after the effective date and until he or she has vacated the residence.
- c If this Agreement is terminated by Resident under this Section B.2., Resident shall be entitled to receive a refund of a portion of the Entrance Fee in accordance with Section B.4. below.

## 3 Death of Resident

- a If Resident is one individual, this Agreement shall terminate automatically upon the death of Resident. Resident's obligation to pay the Monthly Service Fee shall continue after the date of death and until Resident's personal property has been removed from the residence by Resident's family, his or her estate or by Glenmeadow. The Agreement shall terminate likewise in the event of the death of both of two Residents. If this Agreement is terminated by the death of Resident under this Section B.3, Resident's estate shall be entitled to a refund of a portion of the Entrance Fee in accordance with Section B.4 below.

- b If two persons are Residents hereunder, upon the death of one of them, the surviving resident may elect to terminate this Agreement. If the surviving Resident does not elect to terminate this Agreement, then this Agreement shall remain in effect as to the surviving Resident and there shall be no refund of any portion of the Entrance Fee at that time. The surviving Resident shall thereafter pay an adjusted Monthly Service Fee based upon single occupancy of the residence, as set forth in Article IX, Section B.1.c.

#### 4 Refunds

Upon termination of this Agreement under any of the provisions of this Article X, Section B, and in accordance with the Entrance Fee Plan identified in the Reservation Agreement, Resident or his or her estate shall be entitled to a refund of a portion of the Entrance Fee as follows:

- a **Ninety Percent (90%) Refund Plan:** Resident (or Resident's estate) shall be entitled to a refund, within a reasonable period of time after termination [such period not to exceed one hundred twenty (120) days], of the Entrance Fee paid to Glenmeadow by Resident without interest and less one percent (1%) of the amount of the Entrance Fee for each month of occupancy at Glenmeadow. In addition, if Resident has been in occupancy at Glenmeadow for more than ten (10) months, Resident (or Resident's estate) shall receive a refund of the difference, if any, between the amount paid pursuant to the preceding sentence and ninety percent (90%) of the Entrance Fee, which difference shall be paid upon re-occupancy of the apartment and Glenmeadow's receipt of the then current Entrance Fee from a new resident.
- b **Declining Refund Plan:** Resident (or Resident's estate) shall be entitled to receive a refund, within a reasonable period of time after termination [such period not to exceed one hundred twenty (120) days], of the Entrance Fee paid to Glenmeadow by Resident without interest and less one percent (1%) of the amount of the Entrance Fee for each month of occupancy at Glenmeadow.
- c Glenmeadow will, however, deduct from the refund a sum equal to:
  - (i) The amount of unpaid or unreimbursed expenses incurred by Glenmeadow for Resident's care during the term of his or her residency other than those costs which are the responsibility of Glenmeadow under this Agreement, plus interest,
  - (ii) The amount of any Monthly Service Fees or other sums owed by Resident to Glenmeadow under this Agreement, plus interest and
  - (iii) The amount of any Monthly Service Fees or other charges deferred by Glenmeadow on behalf of Resident pursuant to Article IX,

Section B.2.

- d Covered Parking Fee: Regardless of the Entrance Fee Payment Plan, Resident (or Resident's estate) will receive a full refund of the Covered Parking Fee, without interest, upon the release of the parking space by Resident.

C Release of Glenmeadow

Upon termination of this Agreement, Glenmeadow shall be released from any and all obligations to Resident except for the obligation to pay any refund due hereunder.

XI RIGHTS AND RESPONSIBILITIES OF RESIDENT

A Right of Privacy

Glenmeadow recognizes Resident's right to privacy. Resident recognizes and accepts the right of Glenmeadow to enter the residence in order to carry out the purposes of this Agreement, including, without limitation, the following:

- 1 Performing scheduled housekeeping duties.
- 2 Responding to the medical alert or fire alert systems.
- 3 Responding to concerns of your well being.
- 4 Performing scheduled or emergency maintenance.
- 5 After notice of termination of this Agreement has been given, show the residence to prospective residents during normal daytime hours.
- 6 Protecting Resident's health and safety or the health and safety of other residents in an emergency.
- 7 Providing assistance-in-living and tray and room service.

B Responsibility for Damages

Resident shall be solely responsible for any loss or damage to property of Glenmeadow caused by the negligence of Resident, which shall be charged to and paid for by Resident. Unless Glenmeadow or its personnel is negligent, Resident hereby releases and discharges Glenmeadow from all liability or responsibility for injury, illness or damage to Resident or to Resident's personal property. You are advised and expected to maintain personal and/or renter's insurance for your property.

C Glenmeadow's Responsibility for Protection of Resident's Property

- 1 If you are unable to vacate your residence within thirty (30) days of the date of the

notice to vacate, Glenmeadow shall remove your property and store it at Glenmeadow or in a commercial warehouse at your expense. After storing the property in a commercial warehouse and providing notice to Resident, Glenmeadow shall have no further responsibility for the property.

- 2 In the case of Resident's death, Glenmeadow shall release all property of Resident to the authorized representative designated by Resident in writing under Article VII, Section C.1., to receive it, or if no such person(s) shall have been designated, then to Resident's executor or administrator, or if no executor or administrator qualifies within thirty (30) days of Resident's death, then to such person or persons designated by law. Glenmeadow will hold such property for not more than thirty (30) days following Resident's death at the risk of Resident's estate or of the persons entitled to receive the property. Glenmeadow will exercise ordinary care in safeguarding the property during that time. Resident hereby grants to Glenmeadow the right to hold and deliver Resident's property as provided herein, including the authority to store it away from Glenmeadow in a commercial warehouse at the estate's expense.

## XII RESIDENT ASSOCIATION AND RESIDENT COUNCIL

- A There is a Resident Association to which each Resident belongs. The Resident Association elects a Resident Council, and the Council appoints or elects such committees as are desired to develop and support its interests.
- B Glenmeadow shall consult with Resident Council with respect to such matters affecting Residents as increases in the Monthly Service Fee, meal rates, transportation, recreational programs, changes of operating procedures and adoption or changes of general policies applying to all residents. Glenmeadow will provide the Resident Council with annual audited financial statements and quarterly unaudited financial statements.
- C The President and CEO shall provide the information and support necessary for Resident Council in carrying out Its responsibilities and shall be available to consult with the Council upon request.
- D Glenmeadow reserves the right, after consultation with Resident Council, to take any action permitted under this Agreement as Glenmeadow deems appropriate for the financial soundness of Glenmeadow, for compliance with legal and contractual obligations, for the health, safety and general well-being of the residents or to assist it in carrying out the ideals of Glenmeadow.

## XIII OTHER CONDITIONS

- A Guardianship

Glenmeadow retains the right to institute guardianship proceedings if Resident is unable to care for his or her person or property and has not designated an authorized representative as required under Article VII, Section C.1. Resident shall be responsible for the cost of these proceedings. Resident agrees to provide Glenmeadow with a list of

names and addresses of family members, or other appropriately authorized persons to be notified in the event of either a serious health problem or the need for assistance in making a health care decision, and such other information as Glenmeadow may reasonably request. Upon occupancy, Resident will provide Glenmeadow with a copy of any advance directives, durable power of attorney, and living wills including the administrator's address and telephone number.

**B Guest Policy**

Your guests are welcome at Glenmeadow. Guest suites are available for overnight stays. Residents shall provide the receptionist (or other designated member of Glenmeadow's staff) with the names of guests staying overnight in the residence.

**C Pet Policy**

Household pets are welcome provided they do not disrupt the quality of life for other residents or damage the property of Glenmeadow and comply with all related policies.

**D Policies Adopted by Glenmeadow**

Glenmeadow reserves the right to adopt policies, procedures and guidelines regarding residency at Glenmeadow not inconsistent with the provisions of this Agreement.

**E Non-Discrimination**

Glenmeadow admits persons to and operates Glenmeadow without regard gender, race, color, religion, national origin, physical or mental handicap, veteran status, sexual orientation, sexual preference, or the results of genetic testing, and in accordance with all applicable Federal and State regulations.

**F Entire Agreement**

This Agreement, which includes each exhibit, schedule and contract addendum attached hereto, constitutes the entire agreement between Resident and Glenmeadow. Glenmeadow is neither liable nor bound in any manner by any statement, representation or promise made by any person representing or purporting to represent Glenmeadow unless set forth in this Agreement.

**G Notices**

Notices shall be given in writing to Glenmeadow at the address of its Administrative Office located at 24 Tabor Crossing, Longmeadow, MA 01106. Notice to Resident shall be given in writing at the address given below until Resident enters Glenmeadow, and thereafter at Resident's Glenmeadow address specified herein. A change in address may be made by written notice given by one party to the other.

**H Non-Transferability**

The rights and privileges of Resident under this agreement are personal to Resident and cannot be transferred or assigned by act of Resident, by any proceeding at law, or otherwise. If any person, other than the person who has signed this Agreement, commences to live in Resident's apartment without following the procedures established by Glenmeadow, Glenmeadow shall have the right to terminate this Agreement.

**I** Amendment and Compliance with Laws

No amendment to this Agreement shall be valid unless in writing executed by Glenmeadow and Resident, except that Glenmeadow may amend this Agreement at any time in order to comply with changes to applicable laws and regulations. Notification of any such amendments shall be given to Resident within a reasonable time after its effective date.

**J** Waiver

The delay of either party in exercising any of its rights hereunder or the failure of either party to assert or exercise any such right, including the right to terminate this agreement for any reason, shall in no way operate as a waiver of such right.

**K** Dispute Resolution

- 1** In the event that Resident's attending physician or managed care provider and Resident, if he or she is competent, or if he or she is not competent, Resident's authorized representative, disagree with any of the determinations of the medical director hereunder including, without limitation, that Resident must be transferred to the Assisted living Wing, a nursing home or appropriate hospital or Other Facility, either temporarily or permanently, or that Resident can resume residency in his or her residence or at a similar accommodation, or if Resident disagrees with a determination that just cause exists for termination of this Agreement under Article X, Section B.1, then the matter shall be referred to the Board of Directors of Glenmeadow which shall have final authority to decide such disagreements; provided, however, that the Resident shall have the right to have the disagreement resolved by arbitration as described in the separate Arbitration Agreement, attached as Exhibit 1, to this Agreement.
- 2** In deciding any such disagreement, the Board will review any written policies or procedures established by Glenmeadow, consult with the medical director, Resident (or Resident's representative), Resident's attending physician or managed care provider, if appropriate, Resident Association, if appropriate, and such other independent physicians, nurses and other health care professionals as the Board may deem under the circumstances appropriate or required by applicable law or regulation.
- 3** Resident agrees that the decision of the Board of Directors shall be final and agrees to comply with that decision. In the event that the medical director deems

that the lapse of time prior to a decision by the Board of Directors will be detrimental to Resident or to other residents of Glenmeadow, Resident agrees to comply with an interim decision of the medical director pending final determination by the Board of Directors.

- 4 The Resident also understands that nothing in this agreement prevents the Resident from contacting regulatory or administrative agencies in relation to services provided by Glenmeadow, and that, once in residency, the Resident cannot be discharged for making such contacts.

#### L Rights to Property

The rights and privileges granted to Resident by this Agreement do not include any right, title or interest in any part of the personal property, land, buildings, and improvements owned, leased, or administered by Glenmeadow. Resident's rights are primarily for services, with a right of occupancy subject to all the terms and conditions of this Agreement. Any rights, privileges, or benefits under this Agreement as to property, land, buildings and improvements shall be subordinate to any mortgage or encumbrance on any of the premises or interest in Glenmeadow's real property and to all amendments, modifications, replacements or refunding of any such mortgage or encumbrance and to such reasonable rules and regulations on the use of all community property as shall from time to time be adopted by Glenmeadow. Resident agrees that, upon request, Resident will execute and deliver any document that is required by Glenmeadow or the holder of any such mortgage or encumbrance to effect such subordination or to evidence the same.

#### M Construction and Severability

This agreement shall be construed and governed, in all respects, according to the laws of The Commonwealth of Massachusetts.

#### N Separability

If any provision of this Agreement should be found by a court of competent jurisdiction to be invalid, the remaining provisions of this Agreement shall survive and be construed in a manner consistent with the intent of this Agreement. Any provision of this Agreement susceptible to a construction that would render it invalid or unenforceable shall, if possible, be construed so as to render it valid and enforceable. The headings of sections and other divisions of the Agreement are for convenience only and shall have no effect in construing this Agreement or any provision thereof.



Acknowledgment of Receipt of Document

Resident acknowledges that he or she (they) has (have) received with this Agreement, a copy of Glenmeadow's Disclosure Statement. Glenmeadow affirms that this is the most recent Disclosure Statement with respect to Glenmeadow.

Executed this \_\_\_\_ day of \_\_\_\_\_.

GLENMEADOW, INC.

BY: \_\_\_\_\_

TITLE: President and Chief Executive Officer

\_\_\_\_\_

RESIDENT

\_\_\_\_\_

Street

\_\_\_\_\_

City                      State                      Zip code

\_\_\_\_\_

WITNESS:

\_\_\_\_\_

RESIDENT

\_\_\_\_\_

Street

\_\_\_\_\_

City                      State                      Zip code

\_\_\_\_\_

WITNESS:

## EXHIBIT 1

### Arbitration Agreement

This is a separate agreement from the Residency Agreement which has been executed by the resident named below and Glenmeadow, Inc. This separate agreement provides that disputes arising under the Residency Agreement shall be resolved by arbitration rather than court proceedings. The execution of this separate Arbitration Agreement is not a condition to admission for residency at Glenmeadow.

1. By signing this Arbitration Agreement, the Resident agrees with Glenmeadow that any dispute between the Resident and Glenmeadow, and any dispute arising out of the residency (except a dispute in the nature of a landlord-tenant dispute), diagnosis, treatment, or care of the Resident, including the scope of this Arbitration Agreement and whether a dispute is subject to arbitration, shall be resolved by binding arbitration by a single arbitrator mutually agreed to by the parties. In the event the parties cannot agree on an arbitrator, the parties agree to petition a court of competent jurisdiction for the limited purpose of having the court appoint an arbitrator. The arbitrator shall decide all matters relating to procedure. The arbitrator shall be limited to awarding compensatory damages and shall have no authority to award punitive, exemplary or similar types of damages. Any award of the arbitrator may be entered as a judgment in any court having jurisdiction. In the event a court having jurisdiction finds any portion of this agreement unenforceable, that portion shall not be effective and the remainder of the agreement shall remain effective.
2. This arbitration provision binds all parties who may have claims arising out of or relating to treatment or service provided by Glenmeadow (including any spouse or heirs of the Resident).
3. **THE RESIDENT MAY REVOKE THIS ARBITRATION PROVISION BY DELIVERING WRITTEN NOTICE TO GLENMEADOW WITHIN TEN (10) DAYS OF THE RESIDENT'S SIGNING THIS AGREEMENT.**
4. **THE RESIDENT UNDERSTANDS THAT THE RESULT OF THIS ARBITRATION AGREEMENT IS THAT CLAIMS, INCLUDING MALPRACTICE CLAIMS**

**WHICH THE RESIDENT MAY HAVE AGAINST GLENMEADOW AND ITS EMPLOYEES, BOARD OF DIRECTORS AND AGENTS, CANNOT BE BROUGHT AS A LAWSUIT IN COURT BEFORE A JUDGE OR JURY. THE RESIDENT AGREES THAT ALL CLAIMS HAVING ANYTHING TO DO WITH THIS RESIDENCY AGREEMENT AND THE RESIDENT'S RESIDENCY (EXCEPT CLAIMS IN THE NATURE OF A LANDLORD-TENANT CLAIM), DIAGNOSIS, TREATMENT OR CARE WILL BE RESOLVED BY USING THE ARBITRATION PROCEDURE DESCRIBED IN THIS AGREEMENT.**

Executed this \_\_\_\_ day of \_\_\_\_\_.

GLENMEADOW, INC.

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

President and CEO

\_\_\_\_\_

Resident