

Maplewood at Mayflower Place

RESIDENCY AND SERVICES AGREEMENT

THIS RESIDENCY AND SERVICES AGREEMENT (“**Agreement**”) is made between Maplewood Mayflower Place ALF LLC, a Connecticut limited liability company with an office and place of business at 579 Buck Island Rd, West Yarmouth, MA 02673, a successor in interest to Yarmouth Mayflower Place, Inc. (together with its successors and assigns, the “**Management Agent**”, “**Owner**” or “**we**”), and _____ (“**you**”), for Apartment # _____ (the “**Apartment**” or “**apartment**”).

Section I - Introduction

1. Regarding This Agreement

- a.** This Agreement contains terms and conditions of your residency in Maplewood at Mayflower Place (“**The Community**”), located at 579 Buck Island Rd, West Yarmouth, MA 02673.
- b.** This Agreement includes the Responsible Party Agreement attached as Schedule “A”, the Monthly Charges Statement attached as Schedule “B”, the Summary of Payments Due at Occupancy attached as Schedule “C”, the Statement of the Condition of the Apartment attached as Schedule “D”, Entrance Fee schedule attached as Schedule “E”, [Schedules F intentionally deleted], the Fee Schedule attached as Schedule “G”, the Description of Basic and Personal Care Services attached as Schedule “H”, the Guaranty attached as Schedule “I”, the Monthly Residency Fee Amendment attached as Schedule “J”, the Outing and Publicity Waiver attached as Schedule “K”, the Emergency Evacuation Resident Notice Form attached as Schedule “L”, the Health Care Information Form attached as Schedule “M”, [“Schedule N” intentionally deleted] and the Pet Policy attached as Schedule “O”.

The Services we provide are outlined in this Agreement, particularly in the Description of Basic and Personal Care Services. Charges and fees are shown on the Charges Schedule of this Agreement.

c. Medical Evaluations and Application Information

Eligibility for residence at the Community is contingent upon your providing to the Community medical evaluation from a licensed physician dated no more than six (6) months prior to your move-in date, that is acceptable to us.

You have provided information on our application paperwork, a health history and medical report, an emergency contact and other information in association with your application. You have provided us the results of a medical evaluation by a physician. You agree that all of the information provided by you, or on your behalf, is true, complete and current as of the date it was provided. You acknowledge that we are relying on this information in entering into this Agreement.

You agree that you will have your medical evaluation information updated by a physician annually, after you are hospitalized or when we request updated information because of a change in your health or functional status.

You agree to designate a local personal physician within thirty (30) days after move-in and to provide us with his or her name, address and telephone number. By signing this Agreement, you agree that your physician and other professionals and caregivers involved in your care may consult with our staff as needed with respect to matters affecting your wellness and care.

d. Responsible Party

If another person is handling your financial affairs and paying your bills, you will provide us with that person's name, address and telephone number. That person may be the conservator of your estate, your attorney-in-fact, a relative or another individual appointed by you. We may require that individual to sign a Responsible Party Agreement.

e. Guaranty

If another individual is or may be paying all or part of your monthly fees under this Agreement from his or her personal funds, we do require that individual to sign a Guaranty.

2. Term of This Agreement

This Agreement is effective on the date it is signed by you (the “**Term Commencement Date**”) as noted on the signature page.

The term of this Agreement begins on the date you take Financial Occupancy of your Apartment and continues for your lifetime, unless sooner terminated as provided in the Agreement. The date you take “**Financial Occupancy**” of your apartment is set forth on your Monthly Charges Statement. You or we may end this Agreement at any time as described in Section I(3).

3. Termination of Residency Agreement

a. You may terminate this Agreement:

1. For any or no reason at any time prior to your Move-In Date by delivering to us an advance notice of such termination.
2. After the Move-In Date, for any or no reason by giving us written notice sixty (60) days in advance. Your notice must state the date you want this Agreement to end.
3. If this Agreement states that you are sharing your apartment as a Shared Occupancy, please refer to Section II(2) regarding your rights and responsibilities should one person vacate the apartment.

b. We may terminate this Agreement:

1. For any or no reason at any time prior to your Move-In Date by delivering to you an advance notice of such termination.
2. Due to casualty or condemnation, as of the last day of the month in which the casualty occurs or the condemnation becomes effective.

3. With a date to be determined by us for any of the following reasons:
- A. You fail to pay the full statement balance, including all monthly fees, for any month on or before the tenth (10th) day of the month.
 - B. You abandon the apartment by being absent from The Community for at least thirty (30) consecutive days without notice to us of your intention to return to The Community.
 - C. Your physical and/or mental needs cannot be adequately met at the Community. This situation may arise if we determine, in our sole discretion, that you require a level of care or services that either are not available at the Community or, if available, you chose not to contract for such services from the Community, and you have not made adequate arrangements for the provision of such services by other care providers and/or family members.
 - D. You, your outside care providers or your guests are habitually disruptive, create unsafe conditions, are verbally or physically abusive to other residents or staff, disrupt the rights of other residents to the quiet enjoyment of their apartments and/or the common areas of The Community, or otherwise endanger the health or welfare of yourself, themselves, other occupants and/or staff.
 - E. You fail to comply with any material provision of this Agreement.
 - F. You make any material misrepresentation or omission in your application for residency at The Community, or in any information or documentation you subsequently provide to us.

c. Automatic Termination:

1. This Agreement shall automatically terminate if the apartment is not available for occupancy on the Move-In Date unless you agree in writing to extend the Move-In Date.
2. This Agreement shall automatically terminate in the event of your death prior to the Move-In Date.

4. Vacating your Apartment

When this Agreement ends, you or your estate must vacate your apartment no later than the ending date. This means that you must remove all of your belongings from your apartment and The Community, must leave the apartment in its original condition (except for normal wear and tear), and return all keys to the apartment and to The Community.

5. Disposition and Storage of Personal Property

(a) If you or your Responsible Party give written notice of termination of this Agreement as provided in Section 3(a) above, and your personal property is not claimed or removed by the date of termination you stated in the notice, or if you or your Responsible Party did not give written notice of termination of this Agreement as provided in Section 3(a) above and your personal property is not claimed or removed within fifteen (15) days of your moving out of the apartment or your death, then we, at our option, may, at any time (a) remove, store and/or dispose of your property, and you or your estate shall be obligated to pay any and all costs of removal, storage or disposition as set forth on the Fee Schedule, or (b) permit your property to remain in your apartment, and you or your estate shall be obligated to pay us one-thirtieth (1/30th) of the Monthly Rent for your apartment for each day your property remains in the apartment. Any such removal, storage or disposition costs may be deducted from any amounts otherwise due as a refund under this Agreement.

(b) We will not be responsible for damage to or loss of any of your personal property, including when your personal

property is in your apartment, is being moved into storage, or is in storage.

6. Documentation

The date and reason for the termination of this Agreement, and your destination, if known, shall be recorded in your file.

Section II - Accommodations and Services

The Monthly Rent covers all of the following accommodations, amenities and services:

1. Accommodations:

We will provide the following accommodations and services to you, subject to the terms, limitations and conditions of this Agreement:

- a.** You may occupy and use your apartment for your personal residence. Apartments are not furnished. You are encouraged to bring your own furniture.
- b.** We provide carpeting and/or floor coverings, draperies and/or window treatments, and paint and/or wall-covering on all interior walls and ceilings for your apartment. We have the exclusive right to determine and select the type, style, design and color of these items. We will also provide a washing machine and a dryer, and kitchen appliances that are affixed to the walls, including a refrigerator, range with oven, garbage disposal, dishwasher and ductless hood fan. No additional furnishings will be provided by the Community. Furnishings provided by you shall not interfere with the health, safety and general welfare of other residents of the Community.
- c.** Any alterations, additions, repairs or improvements you make to your apartment must first be approved in writing by the Manager/Executive Director of the Community. Alterations that require approval include placing holes in the walls (greater than those involved in the normal hanging of pictures, mirrors, etc.), ceiling, woodwork or floors; painting, wallpapering or carpeting; or adding window treatments,

antenna or cable installations. You may not change any lock or add any lock or locking device to your apartment. Any approved alterations or improvements you make will become our property. You agree to pay any cost involved in returning your apartment back to its original state when this Agreement ends. The condition of, and equipment in, your apartment are described in the attached Statement of the Condition of the Apartment (the “**Apartment Report**”).

2. Occupancy Shared

If two individuals, related or not, share an apartment (“**Shared Occupancy**” or “**Companion Occupancy**”), each individual will sign this Residency Agreement or two separate Residency Agreements, as requested by the Community, together with a Services Agreement that specifies the Shared Occupancy Rate in the Fee Schedule attached. Once signed, you have consented to sharing your apartment. If a married couple is sharing an apartment, you are agreeing to be jointly and severally responsible for all fees due under this Agreement as well as the Agreement of your spouse for the shared apartment, if two separate Residency Agreements are signed, just as if you and your spouse were each a signatory to this Agreement and such other Agreement.

3. Included Utilities

The Community will furnish your apartment with water, electricity, seasonal heat and air conditioning (the “**Included Utilities**”).

4. Cable Television and Telephone

Charges for internet service and cable are set forth on the attached Schedule “G”. Charges for telephone service shall be ordered, billed to and paid by you directly to the service provider.

5. Maintenance and Repair.

We agree to maintain The Community facilities, the common areas of The Community, your apartment and the equipment provided by us located in your apartment in good condition, reasonable wear and tear excepted, and in compliance with all applicable laws, rules and regulations of governmental authorities of competent jurisdiction. You may be responsible for damages

as set forth in Section V(7). The costs of Repairs, maintenance and replacement of your personal property are your responsibility.

We provide routine personal maintenance services, such as hanging pictures or moving furniture within your apartment, at your request. An additional charge is imposed for these services as set forth in the Fee Schedule.

6. Fire Protection

Your apartment and the common areas of The Community are equipped with smoke detectors and a sprinkler system.

7. Emergency Response System/Security

Regardless of any time of day or night, for any urgent or emergency matters, the Apartments and the common areas, as applicable, are equipped with the following emergency equipment to alert the Community's staff to urgent or emergency matters.

- You apartment has (1) operational pull-cord equipped in each bathroom of your Apartment.
- The common area bathrooms have a fully operational pull-cord installed.
- When you pull a cord, the signal will register through our radio system and will be transmitted to the members of the wellness staff.
- The Community shall have 24- hour nurse aides available to respond to urgent or emergency matters.

8. Continuing Care Services

In the event that you require skilled nursing facility services or intermediate care facility services, we shall arrange with the operator of Mayflower Place Nursing and Rehabilitation Center ("Health Care Facility") for you to receive

priority admission to the Health Care Facility to the extent permitted by Law and to the extent beds are available.

9. Entry to the Apartment

We may enter your apartment, with notice to you, at reasonable times and for reasonable purposes, including, but not limited to the following: (a) inspection, (b) maintenance and repairs, (c) performance of scheduled housekeeping and other duties, (d) make alterations required by applicable law and (e) providing personal care and other health services. We may enter your apartment at any time without notice if we reasonably believe that an emergency may exist.

Section III - Fees

You agree to pay all charges set forth in this Agreement, and acknowledge that these charges are subject to change in accordance with this Agreement.

1. Monthly Residency Fee

The Monthly Residency Fee includes:

- a. Monthly Rent (specified in the Fee Schedule attached)**
- b. Personal Service Plan Fees**

The Description of Basic and Personal Care Services is attached to this Agreement. Further, the description of available Personal Service Plans for Oasis™ is also attached to this Agreement. Fees for Personal Service Plans are based on a point system. In addition to the Personal Service Plans we offer other additional packages such as Medication Management Plans.

2. Changes in Monthly Residency Fee

- a. Shared Occupancy**

Where there are two parties sharing an apartment, in the event of death or transfer of one, you agree that should you be the remaining and only resident, you will be responsible to pay the Monthly Rent at the single occupancy rate for the apartment. Alternatively, you may

remain in the apartment with consent to share with another individual and continue to pay the Shared Occupancy Rate. Should you chose to transfer to a different apartment, you may do so when an apartment becomes available and you sign a new Residency and Services Agreement.

b. Live-in Caregivers

You may employ a live-in caregiver provided that you provide advance written notice to the Manager/Executive Director of the Community and provide information about the caregiver. A Live-In Caregiver Fee will apply as set forth in the Fee Schedule. The Community reserves the right to prohibit a live-in caregiver for failure to comply with Community rules, policies, and procedures or for other good cause as determined by the Community. If you notify us in writing that you no longer employ a live-in caregiver, then the Live-In Caregiver Fee (as set forth in the Monthly Statement) will not be charged effective the first day of the first month following our receipt of your written notice. All other terms of this Agreement will remain in effect.

c. Change of Accommodations

The Community reserves the right to determine and make all arrangements regarding residency, including moving-in and moving-out of Residents and adjustments in rates and accommodations consistent with state law and our policies. The Monthly Rent may be adjusted from time-to-time to reflect the current rates of The Community for the plan and apartment size chosen.

d. Move to New Apartment

If, at your request, you choose to change apartments within The Community, you will be responsible for paying for any costs incurred by the Community in refurbishing the original apartment for a new resident. We also may charge you a fee to move your personal property from one apartment to another.

e. A` La` Carte Services

You will pay for any charges for other items or services provided to you during the preceding month that are not included in the Monthly Rent or Personal Service Plan.

f. Other Amounts

You will pay any other amounts due us under the terms of this Agreement.

g. Annual Increase

Subject to the provisions of Section III.4 of this Agreement, we reserve the right to increase your Monthly Residency Fee on the first (1st) day of each calendar year (i.e. January 1st), which increase shall be memorialized through the execution of a Monthly Residency Fee Amendment by you and The Community, a copy of which document is attached as Schedule “J”. However, if you take Financial Occupancy and move in to your Apartment on or after October 1st of a year, we will waive our right to increase your Monthly Residency Fee on the first (1st) day of the immediately succeeding calendar year. For example, if you take Financial Occupancy and move in to your Apartment on October 15, 2013, we will waive our right to increase your Monthly Residency Fee on January 1, 2014.

3. Month One - Monthly Fees

Upon signing this Agreement you will pay the first (1st) month’s Monthly Residency Fee. Should you take Financial Occupancy on a date other than the first (1st) day of the month, we will prorate your first (month one) Monthly Residency Fee as set forth on the Statement of Payments Due at Occupancy.

Prior to the first (1st) day of each month, you will receive a Monthly Statement reflecting charges for your Monthly Residency Fee and other charges. All bills are due and payable upon receipt. If you fail to pay your Monthly Residency Fee or other charges by the 7th day of each calendar month, we may assess a late charge equal to two percent (2%) of the outstanding balance.

Charges for checks returned for non-sufficient funds will be billed to the resident at the bank rate, plus a \$25.00 fee.

4. Fee Schedule and Fee Increases

The Fee Schedule in effect as of the date of this Agreement is attached to this Agreement. We have the right at any time, upon thirty (30) days prior written notice to you, to change the Fee Schedule, including the right to increase all or any fees.

Note: A change in your needs after a health assessment by us may result in a change in your Personal Service Plan Fees as described in this Agreement. Any change in your Monthly Residency Fee which is the result of an apartment accommodation change, a service level change (including a change in your Personal Service Plan or Medication Management Plan or other change in your health assessment) or a rate increase, including an annual rate increase, will be evidenced by a Monthly Residency Fee Amendment which shall constitute an amendment to this Agreement. The change will become effective immediately when your Personal Service Plan is changed or the day you change apartments.

5. Absences from the Community

This Agreement provides you the right to occupy your apartment at all times while the Agreement is in effect, including before, during or after a temporary absence for any reason.

You are responsible for paying any and all of your Monthly Residency Fees whether you are absent from The Community or not, including, but not limited to, absences due to medical reasons or vacations.

You are allowed meal credits if you are away from the Community for thirty (30) or more consecutive days, provided that you make arrangements with the Community for such credits in advance of your absence. If you are absent from The Community for a vacation or family visit you must notify The Community at least fifteen (15) days in advance in order to receive the meal credit.

6. Entrance Fee

For the right to reside at the Community for life and to receive the services described herein, you agree to pay to Maplewood, in addition to the Monthly Residency Fee as set forth in the Residency Agreement, the total amount of entrance fee (“Entrance Fee”) as more particularly set forth on Schedule E attached hereto, a portion of which is refundable in accordance with the provisions of Section 7 below.

a. Payment of Entrance Fee

Upon execution of this Agreement, you shall pay to Maplewood the Entrance Fee as set forth on Schedule E. A portion of the Entrance Fee paid by you will be refunded to you upon termination of the Residency Agreement in accordance with Section 7 below. The Entrance Fee may be used by and at our discretion and shall not be held in escrow or trust. There will be no interest paid on the Entrance Fee.

b. Payment of Additional Entrance Fee Upon Transfer to a New Unit

In the event that you transfer from your apartment to another apartment at the Community (the “New Unit”), and the entrance fee applicable to the New Unit at the time of such transfer (the “New Entrance Fee”) exceeds the Entrance Fee, you shall pay to Maplewood an additional entrance fee equal to the difference between the Entrance Fee and the New Entrance Fee.

c. Payment of Additional Entrance Fee Upon a Second Resident’s Occupancy of the Apartment

In the event that a person who is not a resident of the Community applies to us to reside in your apartment with you (the “New Resident”), the New Resident shall execute a Residency Agreement and shall pay to Maplewood an additional entrance fee equal to the difference between the Entrance Fee and the then applicable Entrance Fee for double occupancy of the apartment.

7. Refund of Entrance Fee

a. Refund Upon Termination Prior to Move-In Date

If this Agreement is terminated prior to Move-In Date pursuant to Sections I.3(a)(1), Section I.3(b)(1) or Section I.3(c) of this Agreement, Maplewood shall refund to you the Entrance Fee less, in the case of termination by the Resident, the costs specifically incurred by Maplewood at your request, if any, and a service charge in the amount of \$250.00 within thirty (30) days of the termination of this Addendum.

b. Refund Upon Termination Other Than Prior to Move-In Date

In the event that the Residency Agreement is terminated pursuant to its terms, the Entrance Fee will be refunded to you or your estate or legal guardian, as the case may be, in accordance with Section III.7.f below and subject to the limitations on refund described in Section III.7.e below and subject to adjustments, as applicable, pursuant to Section III.6.b, Section III.6.c and/or Section III.7.c of this Agreement.

c. Refund Upon Transfer of Resident to a Smaller Dwelling Unit

In the event that you transfer to a new Apartment and the New Entrance Fee is less than the Entrance Fee, an amount equal to the difference between the Entrance Fee and the New Entrance Fee shall be refunded to you in accordance with Section III.7.f below and subject to the limitations on refund described in Section III.7.e below.

d. Refund upon Transfer by One of the Residents Sharing a Dwelling Unit

In the event that two residents occupy your Apartment and one resident vacates the Apartment, dies, or otherwise terminates his or her Residency Agreement (the "Terminated Resident"), Maplewood will refund to the Terminated Resident or such Terminated Resident's estate or legal representative, as the case may be, an amount equal to the difference between (i) the Entrance Fee, subject to adjustment, as applicable, pursuant to Section III.6.c and Section III.7.c, and (ii) the applicable entrance fee for single occupancy of the apartment at the time the Terminated Resident first occupied the Apartment; and such refund will

be made in accordance with Section III.7.f below and subject to the limitations on refund described in Section III.7.e below.

e. Limitations on Refund

Notwithstanding any provision hereof to the contrary, the amount of any refund to be made to you pursuant to this Section 3 shall be reduced by (i) one percent (1%) of the total gross amount of the Entrance Fee (“1% Part”) due by you to Maplewood pursuant to this Agreement (whether paid in installments or in one payment) per calendar month, or any portion of a calendar month during which you have resided at the Community or an Apartment has been available to you, up to a maximum of (A) if you select Option 1 on Schedule E, forty percent (40%) of the total amount of the Entrance Fee or (B) if you select Option 2 on Schedule E, seventy percent (70%) of the total amount of the Entrance Fee; and (ii) all outstanding amounts due to Maplewood and/or the operator of the Health Care Facility (as reduced, the “Net Refundable Amount”).

f. Payment of Refund

In the case of any refund made pursuant to Section 7.b or 7.c, the Net Refundable Amount shall be refunded to you at the end of 180 days after the Apartment is vacated. In the case of a refund made pursuant to Section 7.d, the Net Refundable Amount shall be refunded within ninety (90) days after the Terminated Resident has vacated the Apartment. Notwithstanding anything in this Section 7, upon termination of the Residency Agreement, any sums owed by you to Maplewood and/or the operator of Health Care Facility shall be retained by Maplewood from the Net Refundable Amount, including, without limitation, the Monthly Rent, any expense to correct any damages to the Apartment caused by you or your family, guests or agents (reasonable wear and tear excepted) and any amounts owed by you to Maplewood or the operator of Health Care Facility on account of your breach of your obligations under this Agreement, the Residency Agreement or any other agreements in connection therewith.

Section IV - Additional Services and Amenities

1. Additional Services

Beyond the services already included in the Monthly Residency Fee for the Care Program you are receiving, you may purchase additional services from us on an optional, fee-for-service basis. The fee for each separate service is detailed below and in the Fee Schedule.

2. Services of Other Providers

Third-party healthcare providers (e.g. physicians, hospice, medical supplies, pharmacy, temporary nursing care, laboratory, X-ray, physical therapy, occupational therapy, speech pathology, podiatry, dental, optometry and hearing aid repair) may make their services available to you on The Community's premises from time to time upon your request or by our invitation. You have the right to directly engage any licensed healthcare provider or private duty provider of your choice, so long as you comply with any applicable state or other governmental regulations governing skilled care services, and so long as neither you nor the provider, nor the provision of such services, is disruptive to The Community or other residents of The Community. Without limiting the foregoing, such licensed healthcare provider or private duty provider shall not dine in the Community's dining rooms. These services will be billed directly by the provider to you or your third-party payer, if applicable.

You agree to take the full legal responsibility for any injury, damage or loss caused by any provider of such services to you, your property or to others or their property including, but not limited to, us, other residents of The Community and their employees, guests and contractors. You agree that we are not legally responsible to you or any other person for such injury, damage or loss.

You agree that we may exclude persons who provide any personal care, other services or goods to you on the premises of The Community for reasonable cause, including, but not limited to, their failure to comply with our rules for the conduct of non-residents on the premises of The Community, or evidence of past misconduct involving abuse, neglect or financial exploitation of the elderly.

1. Parking

You may keep an automobile at the Community, and the Community will assign a parking space to you. Parking for your guests is also available.

2. Medical Exam Room

The Community will make available to you a physical exam room, which may be reserved by you for use by your personal physical when examining or treating you.

3. Insurance

You shall procure and maintain at your own cost and expense the maximum coverage available to you under the Federal Social Security Program (including Part B of the Medicare Program), and one supplemental coverage insurance policy covering hospitalization and other related costs reasonably acceptable to us.

Section V - Your Rights and Responsibilities

1. Overnight Guest Visits

No one other than you shall have the right to occupy your apartment without the consent of the Manager/Executive Director, unless otherwise permitted pursuant to guest policies established by The Community. The intent of such policies shall be to permit stays of short duration by residents' guests, where such stays will not, in the opinion of the Manager/Executive Director, adversely affect the operation of The Community or the welfare of The Community's residents.

2. Personal and Other Property

You are responsible for furnishing, insuring and maintaining your own clothing, jewelry, personal possessions and other items of property as needed or desired.

We will not be liable for damage to or loss of any personal property. We strongly advise that you obtain, at your own expense, renters insurance, including casualty insurance to cover potential damage to or loss of personal property.

3. Damages to Apartment or the Community Property

You shall be responsible for any damages caused by you or your guests or visitors to The Community property beyond normal wear and tear, and shall pay any charges billed and assessed for repair or replacement of such damages based on the actual charge or cost to us for such repair or replacement.

4. Policies and Procedures

The policies and procedures relating to The Community are incorporated into this Agreement and you agree to abide by such policies and procedures. We reserve the right to amend and revise the policies and procedures from time to time.

Section VI - Miscellaneous Provisions

1. Incompetency

In the event you become legally incompetent or are unable to properly care for yourself or your property, and in the event that you have made no other designation of a person or legal entity to serve as your guardian or conservator, and as permitted by applicable law, you hereby grant authority to us to apply to a court of competent jurisdiction for the appointment of a conservator or guardian.

2. Waiver of One Breach Not a Waiver of Any Other

Our failure to insist upon the strict performance, observance or compliance by you of or with any of the terms and provisions of this Agreement shall not be construed to be a waiver or relinquishment by us of our right to insist upon strict compliance by you with all of the terms and provisions of this Agreement.

3. Assignment

We reserve the sole right to assign this Agreement to any successor-in-interest selected by us. You cannot assign any of your rights under this Agreement to anyone else, nor can you sublet your apartment, pledge, mortgage or use this Agreement or your apartment for security. No one to whom you owe money, or who has some other claim against you, may make any claim, lien or attachment against this Agreement, your apartment or The Community.

4. Governing Law; Jurisdiction; Compliance with Laws

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without reference to its choice of law principles, and shall be binding upon and inure to the benefit of each of the undersigned parties and their respective heirs, beneficiaries, personal representatives, successors and assigns. This Agreement shall comply with applicable federal and state laws and regulations concerning consumer protection and protection from abuse, neglect and financial exploitation of the elderly and disabled. Any action or proceeding arising out of this Agreement shall be brought in the Massachusetts Superior Court for the Judicial District within which the Community is located, or in the United States District Court for the District of Massachusetts, and the parties hereby consent to jurisdiction and venue in any such Court, and to the personal jurisdiction of any such Court, in any such action or proceeding.

5. Severability

The various provisions of this Agreement shall be severable one from another. If any provision of this Agreement is found by a court or administrative body of proper jurisdiction and authority to be invalid, the other provisions shall remain in full force and effect as if the invalid provisions had not been a part of this Agreement.

6. Entire Agreement

This Agreement, including its attachments, represents the entire understanding between the parties, and supersedes all previous

representations, understandings or agreements, oral or written, between the parties.

7. Captions

The captions used in connection with the paragraphs and subparagraphs of this Agreement are inserted only for the purpose of reference. Such captions shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Agreement or any part thereof, nor shall such captions otherwise be given any legal effect.

8. Modifications

We reserve the right to modify the terms of this Agreement. We will give you (and your Responsible Party, if applicable) thirty (30) days' advance written notice of any such modifications or such shorter period as may be required to comply with any law or regulation.

9. Fee Schedule

Your signature acknowledges the receipt of a copy of the Fee Schedule attached to this Agreement as Schedule "G", and the opportunity to ask questions about our charges.

10. Agreement

You and your Responsible Party, if any, acknowledge that they have read and understood the terms of this Agreement, that the terms have been explained to them by a representative of The Community, and that they have had an opportunity to ask questions about this Agreement.

11. Notices

Notices required by this Agreement will be in writing and delivered either by personal delivery or mail. If delivered by mail, notices will be sent via first class mail or, if necessary, by overnight mail. Notices to you will be delivered or sent to you at your apartment or to any other address you have provided to us upon your departure, if you have vacated your apartment. Notices to us must be delivered or sent to the Manager/Executive Director of the Community, at the Community, with a copy sent to:

Attn: Manager/Executive Director

IN WITNESS WHEREOF, the parties, intending to be legally bound, have signed this Agreement, one copy of the Agreement being retained by each party and a copy to be filed in your records.

WITNESS:

_____ Name:	_____ Resident	_____ Date Signed
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_____ Name:	_____ Responsible Party* (if applicable)	_____ Date Signed
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* Documentation of Power of Attorney must be supplied by any person signing this Agreement on behalf of the Resident. Such documentation is to be attached hereto and made a part hereof.

_____	_____ Authorized Agent of Maplewood Mayflower Place ALF, LLC	_____ Date Signed
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Schedule “A”

Responsible Party Agreement

This Agreement is entered into as of the ____ day of _____, 201__, by and among _____ (the “**Resident**”), _____ (the “**Responsible Party**”), and _____, a Connecticut limited liability company with an office and place of business at _____ (the “**Management Agent**” or “**Owner**”).

Recitals

The Resident desires to live in the Apartment at the Community identified in the Residency and Services Agreement (the “**Residency Agreement**”) between the Owner and the Resident.

The Owner has identified, in conjunction with the Resident, a need for an individual to provide certain assistance to or on behalf of the Resident in the event such assistance is necessary and/or who is willing to pay the Resident’s financial obligations to the Owner under the Residency Agreement from the Resident’s Assets in the event the Resident does not make payments when due.

The undersigned Responsible Party has agreed to provide such assistance and to pay such obligations from the Resident’s assets if and as necessary.

1. Decision Making. In the event that the condition of the Resident makes such assistance necessary or advisable, the Responsible Party, upon the request of the Owner, will:

a. Participate as needed with The Community staff in evaluating the Resident’s needs and planning and implementing a Personal Service Plan;

b. Assist the Resident as necessary to maintain the Resident’s welfare and to fulfill the Resident’s obligations under the Residency Agreement;

c. Assist the Resident in moving to a hospital, nursing home, or other medical community in the event that the Resident’s needs can no longer be met by the Community;

d. Assist in removing the Resident's personal property from the Apartment when the Resident leaves the Community; and

e. Make necessary arrangements, or assist the legally responsible person in making necessary arrangements, for funeral services and burial of the Resident in the event of death.

2. Financial. The Responsible Party hereby agrees to pay the Owner, from the Resident's Assets, all amounts due from the Resident under the Residency Agreement, as it may be amended from time to time, including any amounts resulting from increases in fees or charges authorized by the Residency Agreement.

The Responsible Party agrees to pay the Owner within thirty (30) days of receiving each notice from the Owner of nonpayment by the Resident.

The Responsible Party acknowledges that he/she has received and has reviewed a copy of the Residency Agreement, and has had an opportunity to ask any questions the Responsible Party may have.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement, or have caused this Agreement to be duly executed on their behalf, as of the day and year first above written.

Resident

_____ Date: _____
Print Name Signature

Responsible Party—Decision Making (as described in Attachment 1, if any)

_____ Date: _____
Print Name Signature

Address:

Telephone Numbers: Day: _____ Evening: _____ Cell: _____

E-Mail Address: _____

Responsible Party—Financial (as described in Attachment 1-, if any)

_____ Date: _____
Print Name Signature

Address: _____

Telephone Numbers: Day: _____ Evening: _____ Cell: _____
E-Mail Address: _____

By: _____
Name: _____ Date Signed _____
Authorized Agent

Schedule "B"

Monthly Statement

You agree to pay The Community all charges which are incurred by you as and when due. Monthly Residency Fees are due and payable, in advance, on the first day of each month. Fees incurred without pre-payment will be billed, due and payable with the next Monthly Residency Fee.

The Monthly Residency Fee consists of the total amount due each month for Rent, the fee for the Care Program you are enrolled in and any Additional Services which The Community is providing to you pursuant to your Service Plan.

The charge(s) shown below reflect the amount due for the choices you have selected as of this date. Changes in your accommodations and/or services will be invoiced accordingly.

Resident Name: _____	Apt. # _____
Other: _____	\$ _____
Total:	\$ _____

_____ (Program) Monthly Rent:	\$ _____
-------------------------------	----------

Note: You are occupying the apartment at a Shared Occupancy Rate with _____.

Personal Care Services Fees:

Personal Service Plan Level: _____	\$ _____
------------------------------------	----------

Medication Management Plan: _____	\$ _____
-----------------------------------	----------

Continence Package: _____	\$ _____
---------------------------	----------

Hoyer Lift Fee: _____	\$ _____
-----------------------	----------

Additional Resident Fee: \$ _____

Other: _____ \$ _____

Other: _____ \$ _____

Total Monthly Fees: \$ _____

Additional Services:

Cable Television: \$ _____

Telephone: \$ _____

Other: _____ \$ _____

Other: _____ \$ _____

Monthly Live-In Caregiver Fee: \$ _____

Total Monthly Residency Fee: \$ _____

Note: Charges for additional services or time not included in your Personal Service Plan will be included on your Monthly Statement.

Schedule "C"

Summary of Payments Due at Occupancy

When move-in occurs between the 1st and 14th of the month, the amount due from you on the first day of occupancy will be the total of:

- 1) The per diem rate for the month of move-in (your total Monthly Residency Fee divided by the actual number of days in the month) = Daily Rate. Multiply by the number of days remaining in the month, including the day of move-in (line 1 below).
- 2) Any other charges due for additional or other services (line 6 below).
- 3) Deposit Fee Credit, if applicable.

When move-in occurs on or after the 15th day of the month, the amount due from you on the first day of occupancy will be the total of:

- 1) The per diem rate for the remainder of the month of move-in (including move-in day)(line 1 below).
- 2) The full Monthly Residency Fee for the upcoming month (line 2 below).
- 3) Any other charges due for additional or other services (line 6 below).
- 4) Deposit Fee Credit, if applicable (line 7 below).

Resident Name: _____ Apartment #: _____

Move-in Date: _____, 201____

Financial Occupancy Date: _____, 201____

- | | | |
|----|--|-----------------|
| 1. | Remaining Days this Month _____ days | |
| | x \$_____daily rate: | \$ _____ |
| 2. | Monthly Residency Fee: | \$ _____ |
| 6. | a. Other Charges: _____ | \$ _____ |
| | b. Other Charges: _____ | \$ _____ |
| | c. Other Charges: _____ | \$ _____ |
| 7. | Less Deposit Fee Credit (if applicable): | <\$ _____> |
| | Total Due Upon Move-In: | \$ _____ |

Party, if other than Resident, responsible for billing:

Name: _____

Address: _____

Telephone Numbers: Day: _____ Evening: _____

Cell: _____

E-Mail Address: _____

Schedule "D"

Statement of the Condition of the Apartment

Re: Apartment No.: _____
Resident Name: _____
(Print)

This is a statement of the condition of your Apartment. You should read it carefully in order to see if it is correct. If it is correct, you must sign it. This will show that you agree that the list is correct and complete. If it is not correct, you must attach a separate signed list of any damage which you believe exists in the Apartment.

STATEMENT

The Apartment is presently fully habitable, in good condition and repair and is without defect or problem, and all appliances provided are properly functioning.

I, the undersigned, hereby acknowledge that I have inspected the Apartment and find the above statement to be true and accurate, except as noted in the lines below:

Furthermore, I promise to notify The Community immediately of any problems or condition needing repair that effect the Apartment's livability or use, and to allow The Community staff access, if needed, to make any repairs and inspections of the Apartment.

Resident

I acknowledge having received this Attachment upon signing this Lease and promise to return it to The Community.

Resident

Schedule “E”

Resident selects Unit (circle one) Chilton/Standish/Howland/Allerton

Resident selects Entrance Fee (circle one) Option 1/Option 2

TOTAL ENTRANCE FEE: _____

Schedule “F”

[Intentionally Left Blank]

Schedule “G”

Fee Schedule

Schedule “H”

Description of Basic and Personal Care Services

Basic Services – Provided to Residents in All Programs

We will provide you with the following basic services (“Basic Services”), which are included in the cost of your Monthly Rent. Descriptions of these services and others services for additional fees, as outlined in the fee schedule, are provided in the Fee Schedule.

- a. Housekeeping – the community will provide housekeeping services which include vacuuming, dusting of cleared surfaces, disposal of personal trash, bathroom and external kitchen area cleaning, twice per month.
- b. Laundering of bed linens and towels twice per month.
- c. One (1) meal of your choice each day, served in the dining room and prepared under the supervision of our Culinary Services Director. No added salt, low fat, low sugar and no added sugar items are always available. Beginning with second quarter of 2015, mechanically altered diets will be offered at additional cost.
- d. Staff in the community 24 hours per day.
- e. Scheduled transportation to doctors’ appointments, shopping, religious services, social and recreational activities within a fifteen (15) miles radius from the Community.
- f. Social, cultural and educational activities and events.

PERSONAL SERVICES

You may not require or opt for all the services within any Personal Service Plan, and some of the services are available on an as-needed basis and can be offered on an optional, fee-for-service basis. Available personal services are outlined in the Fee Schedule.

PERSONAL SERVICE PLANS AND MEDICATION MANAGEMENT PLANS

*****Prices for the Personal Service Plans and Medication Management Plans below are listed in the attached Fee Schedule***

Personal Service Plans include assistance with activities of daily living, which may include assistance with personal hygiene, dressing, bathing or showering, some assistance with escorts to and from dining and activities, cuing/reminding or assistance with additional linen and/or personal laundry, additional housekeeping, meals, health maintenance. We assess on a point-based system to determine the most appropriate Personal Service Plan.

- **Oasis™ Level I Plan**

Our Oasis™ Level I Plan is intended for those whose needs are primarily comprised of reminding, cuing and little or no physical assistance with their activities of daily living (i.e. reminders only for activities of daily living as well as activities and mealtimes).

- **Oasis™ Level II Plan**

Our Oasis™ Level II Plan is intended for those whose needs primarily are comprised of a moderate level of physical assistance with their activities of daily living (i.e. some grooming, bathing and dressing).

- **Oasis™ Level III Plan**

Our Oasis™ Level III Plan is intended for those whose needs with some activities of daily living are of a more extensive physical needs nature (i.e. total assistance for bathing, grooming, and dressing and some moderate assistance with mobility and eating). Those requiring on-going assistance with transfers of two or more associates would qualify for a Level III Plan.

MEDICATION MANAGEMENT PLANS

We will provide assistance, including communication with your physician and pharmacy ensuring appropriate documentation is given for purposes of changes, ordering and reordering medications. Medications must be in the original pharmacy package and cannot be pre-poured by you or a family member or any other person. The pharmacy holds complete responsibility for filling prescriptions per physician orders. The community is not responsible for picking up medications as part of this service.

- **Medication Management Plan A**

The Community will provide medication supervision whereby a Resident Care Associate or a nurse will remind you to take your medication at times specified on our aide documentation sheet and observe you while you take your medication in accordance with your physicians' orders. You must be able to administer all medications yourself with prompting only. The Community reserves the right to secure or limit your access to your medication.

In addition, the Community will provide assistance, including communication with your physician and pharmacy, to ensure proper documentation is provided for purposes of prescription changes, ordering and reordering of medication. All medications must be in the original pharmacy package and cannot be pre-poured by you or your family members or any other person. The pharmacy maintains complete responsibility for proper filling of prescriptions per physician orders. The Community does not pick up medications for residents at the pharmacy as part of this service.

Medication Management Plan A is available only for oral medications and who require no more than two reminders per day and only for medications that do not require to be altered (e.g., crushing or cutting pills).

Fees for Medication Management Plan A are set forth in Fee Schedule.

- **Medication Management Plan B**

Medication Management Plan B is available if, in each case, (i) if you require more than two oral medications on a daily basis; (ii) you require non-oral and non-injectible medications such as eye drops or topical medications, but excluding treatments involving inhalers or nebulizer treatments, or (iii) oral medication requires to be altered (e.g., crushing or cutting pills). A licensed nurse will administer your medications under Medication Management Plan B that are permitted to be administered by one of our Community nurses under applicable regulations, as frequently as you require in accordance with your physicians' orders. The Community reserves the right to secure or limit your access to your medication. Medication Management Plan B is available during the established regular nurse hours at the Community.

Fees for Medication Management Plan B are set forth in Fee Schedule.

- **Disease Medication Management Plan**

Disease Medication Management Plan is available for residents who require, in connection with the management and care of a specialized disease or condition, regular and monitored injectables, inhalers, nebulizer treatments and/or medication administration included in Medication Management Plan B. A licensed nurse will administer your medications under Medication Management Plan B that are permitted to be administered by one of our Community nurses under applicable regulations, as frequently as you require in accordance with your physicians' orders. The Community reserves the right to secure or limit your access to your medication. Disease Medication Management Plan is available during the established regular nurse hours at the Community.

Fees for Disease Medication Management Plan are set forth in Fee Schedule.

- **Non-Preferred Pharmacy Fee**

All medications delivered by a pharmacy will be delivered directly to the Resident in his or her unit. We will provide you with the name and contact information of a pharmacy which provides packaging in a form that is preferred by the Community. If you elect to use the preferred pharmacy, then the non-preferred pharmacy fee will be waived in its entirety. If, however, you elect to use the services of another pharmacy, (i) medications must be provided by you or your family and such medications shall be in the original packaging from the pharmacy and (ii) there will be a non-preferred pharmacy fee in addition to the applicable Medication Management Plan.

The Community does not pick up medications at a pharmacy or accept delivery of medications for the Resident. If the Resident is unavailable at the time of delivery, the Community representative assisting the person delivering medication from a pharmacy to the Resident will make a reasonable attempt to seek out the Resident. In the event that the Community representative is unable to successfully

seek out the Resident, the Community representative will check whether a copy of the Resident's prior written approval to enter the Apartment for the purpose of delivering the Resident's medication is on file. Once the Community representative confirms that the prior written approval form has been obtained from the Resident, the Community representative will accompany the person delivering the medication for the Resident into the Resident's Apartment for the purpose of storing the medication in the designated location within the Apartment.

- **Continence Management**

Assistance with continence by a member of the Community care-giving staff as necessary may include: scheduling toileting and providing assistance with toileting as necessary, and assisting you with personal hygiene care and is provided to you at additional cost. Personal hygiene products, laundry or carpet cleaning are not included in this service.

- **Continence Supply Package**

We will provide all continence products needed, including wipes, briefs and other standard continence supplies, for an additional fee as set forth in the Fee Schedule.

Schedule "I"

Guaranty Agreement

Name of Resident _____ (the "Resident")

This is a Guaranty Agreement (the "Agreement") between _____ ("we" or "us") and _____ (individually and collectively, "you"), regarding a Residency Agreement between us and the Resident dated _____, 201____, as amended from time to time. The Residency Agreement requires us to provide housing and supportive services for the Resident. You acknowledge that a copy of the Residency Agreement has been provided to you and that you have had the opportunity to review it.

In consideration for our provision of housing and supportive services to the Resident, you personally, unconditionally and irrevocably, jointly and severally guaranty to promptly pay all fees and other charges set forth in the Residency Agreement, and to timely perform all of the Resident's obligations under that Agreement. You agree to waive notice of all revisions and amendments to the Residency Agreement, and we are not required to give you any notice of the Resident's default under that Agreement, or of any intent to exercise our rights pursuant to this Guaranty Agreement. Any forbearance by us in exercising our rights under this Guaranty Agreement or under the Residency Agreement shall not constitute a waiver or relinquishment of those rights.

All amounts due under the Residency Agreement shall be due and owing by you pursuant to this Guaranty Agreement, if at any time the Resident fails to make any payment within three (3) days after the payment becomes due.

The validity and effect of this Guaranty Agreement shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to principles of conflict of laws. Any action or proceeding arising out of this Agreement shall be brought in the Massachusetts Superior Court for the Judicial District within which the Community is located, or in the United States District Court for the District of Massachusetts, and the parties hereby consent to jurisdiction and venue in any such Court, and to the personal jurisdiction of any such Court, in any such action or proceeding.

This Guaranty Agreement does not relieve the Resident of the Resident's obligation to pay all sums due under the Residency Agreement.

This Guaranty Agreement is automatically assigned to our and your respective heirs, Responsible Partys, successors and assigns.

This Guaranty Agreement may not be changed, modified, discharged or terminated except in writing, signed by you and us.

Witness:

Guarantor:

Name:

Name:

Schedule "J"

Monthly Residency Fee Amendment

The undersigned hereby agree to modify the Monthly Residency Fee, consisting of the total amount due each month for Monthly Rent, Personal Care Services fee for the Care Program You are enrolled in and fees for any Additional Services which The Community is providing to You. The new amount of the Monthly Residency Fee shall be the amount shown below and shall be effective as of _____, 201____.

Your Monthly Residency Fee may change from time to time as a result of an apartment accommodation change, a service level change, a change in the type and frequency of other miscellaneous services you may request, or a change in the fees set forth on the Fee Schedule. If applicable, we have attached an updated Fee Schedule which will replace the existing Fee Schedule attached to your Residency Agreement as Attachment "G".

Unless otherwise agreed in writing, all other terms and conditions of the Residency Agreement shall remain in full force and effect.

(NEW) _____ (Program) Monthly Rent: \$_____

(NEW) Personal Care Services Fees:

Personal Service Plan: _____ \$_____

Medication Management Plan: _____ \$_____

Continence Package: _____ \$_____

Hoyer Lift Fee: _____ \$_____

(NEW) Additional Resident Fee: _____ \$_____

Other: _____ \$_____

Other: _____ \$_____

Total NEW Monthly Fees: \$ _____

(NEW) Additional Services:

Cable Television: \$ _____

Telephone: \$ _____

Other: _____ \$ _____

Other: _____ \$ _____

(NEW) Monthly Live-In Caregiver Fee: \$ _____

Total NEW Monthly Residency Fee: \$ _____

Note: Charges for additional services or time not included in your Service Plan will be included on your Monthly Statement.

Resident/Responsible Party
Signature:

PRINT: _____

SIGNATURE: _____

DATE: _____

Community Representative
Signature:

PRINT: _____

SIGNATURE: _____

DATE: _____

Schedule “K”

Outing and Publicity Waiver

Resident Name (“Resident”)

Outing Waiver

_____ I hereby give permission for Resident to take part in trips out into the community. Any vehicle used for transport will be insured and all occupants will have access to safety belts. To the extent that a third party transportation provider provides transportation to Resident, I understand that the transportation provider will be solely responsible for the safe transport of Resident on each trip and Maplewood at Mayflower Place ALF, LLC or any of its affiliates, members or employees cannot be held responsible for the actions of such third party provider. To the extent that Maplewood at Mayflower Place ALF, LLC or any of its affiliates, members or employees provide transport to Resident, I understand that the provision of such transport is made as an accommodation, and Maplewood at Mayflower Place ALF, LLC or any of its affiliates, members or employees can not be held personally responsible for the provision of such transport.

Internal Publicity Waiver

_____ I hereby authorize internal publicity photographs and/or video to be taken of Resident. The consent is based upon a full understanding of Resident’s right to privacy and the right to consent to such publicity. The consent is knowingly and voluntarily given.

External Publicity Waiver

_____ I hereby authorize external publicity photographs and/or video (for newspapers, television, newsletters, blogs, web pages and the like) to be taken of Resident. The consent is based upon a full understanding of Resident’s right to privacy and the right to consent to such publicity. The consent is knowingly and voluntarily given.

Signature of Resident/Representative

Date

Witnessed by

Date

Schedule “L”

Emergency Evacuation Resident Notice Form

We want to make sure all residents and family members are aware of our community’s policies and procedures in the event we need to evacuate the community in the event the National Weather Service issues a forecast calling for this area to be directly impacted by a category 3 or stronger hurricane, or a tornado, hurricane, snowstorm or other event requiring evacuation.

If the community calls for a mandatory evacuation, all residents must leave the community. No one will be allowed to return until the Manager/Executive Director deems it is safe and the appropriate inspections have been completed. A list of telephone numbers for key administrative/staff contacts will be provided to each resident and their family members/ legal guardians in the event of an evacuation.

In order for our staff to plan appropriately for an evacuation in terms of transportation, housing, food and staffing needs, we require that all residents and family members make a decision as to which party will be primarily responsible for evacuation of the resident if necessary - a family member/guardian/friend, or the community staff.

Please note that this community is not responsible for any contents in resident’s apartments. If you wish to purchase “renter’s insurance,” please contact your personal insurance agent.

The safety of our residents and team members is our primary goal with respect to a hurricane evacuation. Thank you for your understanding and cooperation.

Please sign below and indicate your plan during a hurricane evacuation.

_____ will evacuate as follow in the event of a
(Resident Name) hurricane evacuation:

_____ With this community's staff to a designated location.

_____ With the below listed family member or responsible party:

Name: _____

Address: _____

Home Phone: _____

Cell Phone: _____

Work Phone: _____

Signature (Resident)

Date:

Signature (Responsible Party)

Date:

Schedule “M”

Health Care Information Form

Resident Name: _____

I hereby give my permission for _____ staff to receive information from, and share with, any and all Physicians, medical staff, and other related personnel in regards to medications, physical, cognitive or any other medical or health care concerns, including billing information, in regards to the above named Resident.

_____ is continuing care community. Health related information is used to provide the most appropriate care possible for the resident. All collected information is used only to help involved staff take better care of the resident involved and is never unnecessarily shared with third parties.

Signature (Resident)

Date:

Signature (Responsible Party)

Date:

Schedule “O”

Pet Policy

We recognize the deep emotional bonds that often develop between owners and their pets. We try to accommodate pet owners while at the same time recognizing our responsibility for the safety, comfort and convenience of all residents. We have the discretion to allow pets, or to require pets be removed from the premises, based upon our and our residents’ expectations. Wherever applicable and as expressly set forth in herein, service animals are excluded from provisions of this Pet Policy.

Notwithstanding anything to the contrary contained herein, reasonable accommodations will be granted with respect to all bona fide service animals in accordance with all applicable laws.

Selection Guidelines

Pets will be permitted at our sole discretion. Only the types of common household pets listed on the table below, and meeting the guidelines shown, will be considered. However, the guidelines are merely that, and meeting the guidelines does not guaranty that an animal will be permitted. Animals not listed below, including reptiles (except turtles), monkeys and exotic animals that are not common household pets are NOT permitted.

Type of Pet	Number Allowed	Restrictions and Notes
Dog	1	Maximum adult weight 25 pounds or less. Must be housebroken and spayed or neutered. Bona fide service animals are exempt from this size restriction.
Cat	1	Must be spayed or neutered and trained to the litter box.
Bird	2	Must be kept inside cage when resident is absent.
Fish		Maximum aquarium size - 20 gallons. Must be maintained on an approved stand.
Small Mammals	2	Includes hamsters, guinea pigs, rabbits, and gerbils.
Turtles	2	

Registration

All pets brought on The Community's premises must be registered and the registration must be updated annually. To qualify for registration, the pet must first be approved by us, the pet owner must agree to comply with the provisions of this Pet Policy, including payment of pet fees, and we and the pet owner must enter into the Addendum A: Pet Agreement and Addendum B. An annual update of the registration will be due on the anniversary of the date the pet was brought into The Community. The registration must include:

- Information sufficient to identify the pet and to demonstrate that it is a common household pet.
- A certificate signed by a licensed veterinarian or a State or local authority empowered to inoculate animals (or designated agent of such authority) stating that the pet has received all inoculations required by applicable State and local law.
- Proof of licensing for dogs.
- The names, addresses, and phone numbers of two responsible parties who will care for the pet(s) if the pet owner dies, is incapacitated, or is otherwise unable to care for the pet(s).
- A certificate of insurance or other evidence that the pet owner has liability insurance in place as required below.

We do not need to provide a basis for refusing to register a pet.

Inoculations

- Dogs must be vaccinated in accordance with the appropriate state and local laws. This includes, but is not limited to, canine distemper, infectious hepatitis-lepta series, parvo virus and rabies, with booster shots as needed. Dogs must be licensed by the appropriate local government jurisdiction.
- Cats must be vaccinated in accordance with the appropriate state and local laws. This includes, but is not limited to, feline enteritis and rabies, with booster shots as needed.

Sanitary and Conduct Standards

- We reserve the right to designate areas where owners may permit their pets to exercise and deposit waste.

- The pet owner is responsible for the immediate removal of any waste from his or her pet deposited on The Community's common areas or grounds.
- Owners of cats and other pets using litter boxes must change the litter at least twice each week and must separate pet waste from litter at least once each day. Pet waste and litter shall be securely wrapped in plastic bags and placed directly into outside trash bins (not into trash chutes or toilets).
- Pet owners must control the noise, odor, and insect infestation of pets so that a nuisance or health hazard to other residents is not created.
- Dogs may not be left unattended for more than four (4) hours; other pets may not be left unattended for more than twelve (12) hours.
- Bird droppings must be placed into a closed plastic bag for disposal in order to prevent the transmission of psittacosis.

Pet Restraint

All cats and dogs and other pets must be appropriately and effectively restrained and under the control of a responsible individual while on The Community's premises. Pets are not permitted in any of The Community elevators, corridors, lobbies, or other interior common areas except while being transported to or from the pet owner's apartment. Pets are not permitted in the dining room, laundry area(s) or recreation room(s) at any time. Bona fide service animals are exempt from these restrictions.

The owner of the pet is liable for the damages suffered by any person bitten or otherwise injured by the animal.

Indemnification

The resident owner of a pet shall protect, indemnify and hold harmless us and our agents, servants, employees, officers, directors and partners forever against and from (a) all claims, losses, costs, damages and expenses, including attorneys' fees and court costs, arising out of or from any act of the resident's pet causing injury to any person, including, but not limited to, other residents and our employees, or property, including our property and the property of other residents, and (b) all claims, losses, costs, damages and expenses, including attorneys' fees and court

costs, arising out of any failure of the resident pet owner in any respect to comply with or perform all the requirements and provisions of this Pet Policy.

Insurance

Residents who own or keep pets in their apartments must carry, at their sole cost and expense, general liability insurance against injuries to persons or damage to property, with minimum coverage of \$100,000 per occurrence and \$200,000 aggregate coverage per accident or disaster, and \$25,000 for property damage. The insurance shall name Landlord as an additional insured and shall be written with a company reasonably satisfactory to us. Such insurance shall further provide that the same may not be canceled, terminated or modified unless the insurer gives us at least ten (10) days' prior written notice thereof. Bona fide service animals are exempt from these restrictions.

Pet Fees

Residents who own or keep pets in their units may be required to pay a one-time nonrefundable pet fee, a security deposit and/or a monthly pet fee as set forth on the Fee Schedule, which may change from time to time. Bona fide service animals are exempt from these restrictions. In addition, such residents are required to pay reasonable expenses directly attributable to the presence of the pet in the building, including, but not limited to, the cost of maintenance and repairs.

Resident's liability for damages caused by his or her pet is not limited to the amount of any security deposit or one-time or monthly pet fees, and the resident will be required to reimburse the facility for the real cost of any and all damages caused by his or her pet, including landscape replacement, professional cleaning and/or deodorizing and pest elimination.

Identification

Each dog must wear a dog license tag, and each dog and cat must wear an identification tag with the owner's name, telephone and/or apartment number.

Evacuation

In the event that The Community must be evacuated, the resident or responsible party must ensure that arrangements are made for the care and transportation of the pet. No care will be provided in an evacuated community. Any expenses incurred

in relation to care or transportation of the pet are the sole responsibility of the resident.

Protection of the Pet

If the health or safety of a pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet, we may contact the responsible parties listed on the pet registration. If the responsible party or parties are unwilling or unable to care for the pet, or we, despite reasonable efforts, have been unable to contact the responsible party or parties, we may, in addition to all other rights and remedies, may contact the appropriate state or local authority (or designated agent of such an authority) authorized to remove a pet under these circumstances. We may enter the pet owner's unit, remove the pet, and place the pet in a facility that will provide care and shelter until the pet owner or a representative of the pet owner is able to assume responsibility for the pet. The cost of the animal care facility provided under this section shall be borne by the pet owner.

Visiting Pets

We reserve the right to refuse the entry of any visiting pet, except for bona fide service animals.

Pet Rule Violations

If we determine, in our sole discretion, that the pet owner has violated rules, if any, governing the owning or keeping of pets, we may serve a written notice of pet rule violation on the pet owner and may, in addition to any other rights or remedies levy a fine or require the removal of the pet.

Nothing in this Pet Policy prohibits us from requiring the removal of any pet from The Community for any or no reason.

Affidavit:

I have read and understand the above Pet Policy and agree to comply fully with its provisions. I understand that any breach of this policy is a breach of the lease and may constitute reason for removal of my pet. If required by management to remove my pet from the premises, I agree to effect such removal and understand that my failure to do so shall constitute grounds for eviction.

Resident's Name (printed): _____

Resident's Signature: _____ Date: _____

Responsible Party's Signature: _____ Date: _____

Community Representative's Signature: _____ Date: _____

Pet Policy Addendum A: Pet Agreement

This Agreement made and entered into this ____ day of _____, 20____, between _____, a Connecticut limited liability company with an office and place of business at _____ (together with its successors and assigns, the “**Management Agent**”, “**Owner**” or “**we**”), and the below-named Resident.

Recitals

A. We, as the operator of _____ (“**The Community**”), have agreed, in our sole discretion, to permit the Resident to keep the pet described on Pet Policy Addendum B: Pet Registration (the “Registration Form”) in his or her apartment, subject to The Community’s Pet Policy (the “Pet Policy” or “Policy”), which is incorporated herein by reference.

B. The Resident hereby agrees to comply with the Policy.

C. The Resident acknowledges that we may require the removal of any pet from The Community for any or no reason.

NOW THEREFORE, the Resident agrees as follows:

1. In addition to other inspections permitted under the Residency Agreement, we may, after reasonable notice to the Resident and during reasonable hours, enter and inspect the premises. Inspections under this section shall only be made if we have received a complaint alleging (or we have reasonable grounds to believe) that the conduct or condition of a pet in the apartment constitutes a nuisance or a threat to the health or safety of the residents or other persons at the Community.

2. If there is no state or local authority (or designated agent of such an authority) authorized under applicable state or local law to remove a pet that become vicious, displays symptoms of severe illness, or demonstrates other behavior that constitutes an immediate threat to the health or safety of the residency as a whole, we may enter the premises (if necessary), remove the pet, and take such action with respect to the pet as may be permissible under state and local law, which may include placing it in a facility that will provide care and shelter for a period not to exceed thirty (30) days. We may enter the premises and remove the pet or take such other permissible action only if we request the resident

to move the pet from The Community immediately, and the Resident refuses to do so, or if we are unable to contact the pet owner to make a removal request.

3. The Resident agrees to pay a pet fee of \$_____ per month.
4. The Resident agrees to pay a one-time fee of \$_____.
5. The Resident agrees to pay a pet security deposit of \$_____.

Resident's Name (printed): _____

Resident's Signature: _____ Date: _____

Responsible Party's Signature: _____ Date: _____

Community Representative's Signature: _____ Date: _____

Pet Policy Addendum B: Pet Registration

Resident name: _____ Apt #: _____

Type of pet: _____ Pet's name: _____ Pet's age: _____

Description (color, sex, weight): _____

License # (dogs): _____

Vet. Name: _____ Phone: _____

Vet. Address: _____

Date of Vet.'s Certificate: _____ Update Due: _____

In the event that the resident is unable to attend to the needs of this pet, the following people have agreed to care for it.

Responsible party #1	Responsible party #2
Name	Name
Relationship	Relationship
Address	Address
Phone	Phone
<i>By signing below, I hereby agree to care for the above-named pet in the event that its owner is unable to care for it. This includes removing it from the Community if necessary or appropriate.</i>	
Signature	Signature

Resident's Name (printed): _____

Resident's Signature: _____ Date: _____

Responsible Party's Signature: _____ Date: _____

Community Representative's Signature: _____ Date: _____

Date pet accepted for residency: _____