

CLARENDON ADULT DAY CENTER, LLC

ENROLLMENT AGREEMENT

This Enrollment Agreement (the "Agreement"), effective the _____ day of _____, is between Clarendon Gardens Social Center operating Clarendon Adult Day Center for Seniors ("Center"), located at 212 Clifton Avenue, Newark, NJ and _____ ("Client") on behalf of _____ ("Participant").

Enrollment

1. At the time of enrollment, the participant shall be scheduled for specific days and times. Additional days may be added, however, the Center's Director must be contacted at least 24 hours in advance of any added day. Additional days are offered based on enrollment and may not always be available. The Director must approve any other schedule change in advance.
2. The Center requires a thirty (30) day written notice of withdrawal for any reason within or without of the client's control. Payment for the final 30 days will be due at the time of written notification.
3. Clients may withdraw from the program at any time during the first 30 days (beginning their first day of attendance), but will not receive a refund of fees paid to Clarendon.
4. The Center reserves the right to deny, cancel, sever or suspend a Client's enrollment at any time the Center, in its sole discretion, deems such action to be in the best interest of the Participant or the Center.
5. The terms and specifications of this agreement are to be considered confidential. The Center, Client and Participant separately and jointly agree to keep all terms of this agreement in strict confidence and will not disclose such terms to any outside person or entity, or make use of any such confidential information for their own purposes or for the benefit of any person or entity.

Participation Level and Prior Authorization:

6. The Participant is scheduled to attend the Clarendon Program _____ days each week per their care plan and Prior Authorization form. All fees will be covered by the MLTSS program for as long as the participant is enrolled with MLTSS in good standing.

Attendance Policy and Scheduled Closings

7. Center Closing Schedule:

Clarendon is closed on the following days:

New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
(Black Friday)
Christmas Eve
Christmas Day

8. Participant Absences:

- a. If the Participant will be absent, the absence must be reported to the Center by 9 a.m.
- b. Clarendon staff will check with the participant, their caregiver and/or family in the event that the participant is absent from the program

9. Late pick-ups:

- a. The Center closes daily at 4: 00 pm. A \$75 late fee will apply for all participant pick-ups after 4:10 pm.

10. Settlement of Disputes:

All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of New Jersey, County of Essex. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in the Long Term Care Industry and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction.

11. In any arbitration arising out of or related to this Agreement, the arbitrator(s) shall award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration. If the arbitrator(s) determine a party to be the prevailing party under circumstances where the prevailing party won on some but not all of the claims and counterclaims, the arbitrator(s) may award the prevailing party an appropriate percentage of the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration.

Employee Relationships

1. Our employees and contractors are our most important asset. If you hire one of our employees or contractors (or someone who had been an employee within six months of the date you hire them) to work for you, you agree to pay a placement fee of \$7,500.00. Checks should be made payable to the Clarendon Adult Day Center, and given to the Owner at the time you hire our employee.
2. Clients agree not to engage employees of the Center for outside care services ("Outside Engagements") unless and until Clients and Employee(s) have informed the center's Director and have signed a release acceptable to the Center, employees, officers, shareholders, directors, agents, representatives, clients (the "Releases"), from all claims, demands, liabilities, actions or causes of action whatsoever, arising in law or equity, whether known or unknown, which Clients or Participants may have or claim to have at any time in the future against the Releases based in whole or in part on, arising out of or related to any Outside Engagements.

Photo Release

3. The signer of this contract grants Clarendon Adult Day Centers, LLC, its representatives and employees the right to take photographs of the participant and their property in connection with their participation in Center activities.
4. Clarendon may also copyright, use and publish the same in print and/or electronically.
5. Clarendon may also use such photographs of me with or without my name and for any lawful purpose, including, for example, such purposes as publicity, illustration, advertising, and Web content.

I understand the terms of this agreement and agree to be bound by them. I have received an executed copy of this agreement.

Signature of Client

Date

Signature of Center Representative

Date