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RESIDENCY AGREEMENT

FOR



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SUITE #



ENTRANCE FEE: \$212,000.--

Form of Residence and Care Agreement – 90% Ref  
Last Revised: February 2010

## SEASHORE POINT RESIDENCY AGREEMENT

### I. RECITALS

1. Agreement made this 1st day of November, 2010, between [REDACTED] (hereinafter called "RESIDENT") and Seashore Point – Deaconess, Inc. (hereinafter called "Seashore Point"), a non-profit Massachusetts corporation which owns and operates an independent living community with services known as SEASHORE POINT IN PROVINCETOWN, Provincetown, Massachusetts. If two persons desiring to share a living accommodation at SEASHORE POINT enter into this Agreement, the term "RESIDENT" shall apply to them jointly and severally, and to the survivor of them.
2. RESIDENT has applied to SEASHORE POINT to occupy a living accommodation at SEASHORE POINT. A copy of RESIDENT'S Confidential Data Profile is appended hereto as Exhibit 1 and by this reference is made a part hereof
3. As conditions precedent to the execution of this Residence and Care Agreement by SEASHORE POINT and as a condition of occupancy of a living accommodation, RESIDENT shall meet the following requirements to the satisfaction of SEASHORE POINT, subject to such exceptions as the Board of Directors of SEASHORE POINT may approve in writing:
  4. Health

RESIDENT is required to have a complete examination by a physician of RESIDENT'S choice at RESIDENT'S expense at the time of application for admission to SEASHORE POINT and not more than 60 days prior to move-in. RESIDENT shall furnish to SEASHORE POINT a report of the physician conducting the examination on a medical form to be provided by SEASHORE POINT.
- E. Financial

RESIDENT shall furnish information to SEASHORE POINT with respect to RESIDENT'S financial resources demonstrating to SEASHORE POINT'S satisfaction that RESIDENT has the financial ability to pay the Entrance Fee, the Monthly Fee, charges for Additional Services, as hereinafter defined, and personal living expenses during the term of the Agreement. RESIDENT shall submit updated financial information to SEASHORE POINT not less than sixty (60) days prior to occupancy. SEASHORE POINT reserves the right to declare this Agreement null and void if, based upon any information submitted by RESIDENT, SEASHORE POINT determines that RESIDENT does not meet the financial criteria for residency established by SEASHORE POINT from time to time.
- F. Age

RESIDENT, or one of them in the case of two persons, must be at least 55 years of

age at the time he or she occupies a living accommodation at SEASHORE POINT.

G. Application

Subject to the above, RESIDENT having made application to SEASHORE POINT to reside at SEASHORE POINT and SEASHORE POINT having accepted RESIDENT'S application, RESIDENT and SEASHORE POINT agree to the terms and conditions set forth in this Agreement.

II. FACILITIES PROVIDED BY SEASHORE POINT

A. Living Accommodation

1. RESIDENT has selected and SEASHORE POINT shall provide to RESIDENT the living accommodation at SEASHORE POINT described as Suite #314 (together with any other Living Accommodation subsequently occupied by RESIDENT under this Agreement, hereinafter called the "Living Accommodation"). The Living Accommodation shall conform in all material respects to the plan furnished to RESIDENT in the form attached hereto as Exhibit 2. SEASHORE POINT reserves the right to make changes to the Living Accommodation at any time. Any change to the Living Accommodation by SEASHORE POINT shall not be deemed a material change so long as any such change does not reduce the square feet of the unit. RESIDENT shall have the exclusive right to occupy and use the Living Accommodation, subject to the terms and conditions of this Agreement and the laws and regulations of the United States, the Commonwealth of Massachusetts or any political subdivision thereof. The Living Accommodation will be available for occupancy on November 1st, 2010, (hereinafter called "Occupancy Date") provided, however, SEASHORE POINT shall not be liable for the failure to timely deliver the Living Accommodation due to fire, storm, earthquake or other casualty, or act of God or Force Majeure, by strike or lockout or other labor disputes of any kind, by government controls, or by other events or circumstances beyond the control of SEASHORE POINT. If RESIDENT has not paid the Entrance Fee in full on or before the Occupancy Date, then at the option of SEASHORE POINT, this Agreement may be immediately terminated, deposits refunded, and RESIDENT shall have no further rights to the Living Accommodation.
2. SEASHORE POINT shall furnish floor coverings, window blinds or shades, refrigerator/freezer, range, oven, microwave, dishwasher (except in a studio size suite), garbage disposal, stackable washer and dryer (except in the studio suites) and emergency call alert in the bathrooms. An additional portable emergency call alert button will also be furnished. SEASHORE POINT shall provide access to public washers and dryers on the same floor as the Living Accommodation. SEASHORE POINT shall provide RESIDENT with a designated storage area outside the Living Accommodation for RESIDENT'S personal use.

SEASHORE POINT and the Living Accommodation's mechanical systems as necessary due to normal wear and tear or casualty, but RESIDENT will be liable for the cost of any work and materials or replacement necessitated by RESIDENT'S negligence or misuse. RESIDENT agrees to report to SEASHORE POINT promptly any conditions in need of repair. SEASHORE POINT will be responsible for repairs, maintenance and replacement of property owned by SEASHORE POINT due to casualty loss. RESIDENT will be responsible for keeping the Living Accommodation in good order and repair, clean and will be conscientious about conserving energy. (Refer to policy on "normal wear and tear" in Resident Handbook.)

4. RESIDENT shall not make any structural changes to the Living Accommodation without the prior written approval of SEASHORE POINT, which SEASHORE POINT will review in good faith with RESIDENT, provided any such decision is within the sole discretion of SEASHORE POINT. Any request for structural changes shall be accompanied by a full set of plans detailing the work. A registered engineer or architect as appropriate shall sign such plans. If approved, such changes shall be made at RESIDENT'S expense unless otherwise agreed to in writing by SEASHORE POINT. All agreed upon changes will be listed in an addendum to be attached to this Agreement.

RESIDENT may at his/her own expense make nonstructural alterations to the Living Accommodations (including painting, wallpapering, building of attached bookshelves, carpeting, etc.) only with the prior written approval of SEASHORE POINT, in SEASHORE POINT'S sole discretion. SEASHORE POINT reserves the right to approve the contractor(s) engaged to perform the alterations. For RESIDENT'S safety, RESIDENT agrees not to replace or add any locking devices to the Living Accommodation.

SEASHORE POINT may require RESIDENT to restore the Living Accommodation to its original condition upon vacating the Living Accommodation. Failure of RESIDENT to so restore the Living Accommodation shall entitle SEASHORE POINT to undertake such restoration and to deduct the costs thereof from the refundable portion of the Entrance Fee or to invoice resident for such costs. SEASHORE POINT reserves the right to approve the contractor(s) engaged to perform the alterations.

B. Common Areas

RESIDENT, in common with and on the same terms as other RESIDENTS of SEASHORE POINT will have non-exclusive use of the common areas, such as but not limited to the following: central dining room, private dining room, lounges, library, exercise room. SEASHORE POINT reserves the right to modify, alter, diminish or increase the common areas as to size, furnishing and use from time to time.

C. Personal Service Facilities

SEASHORE POINT will take reasonable steps to arrange for other services such as banking, barber and beauty shops and convenience store within the Provincetown property to be used by RESIDENT at RESIDENT'S option and expense.

D. Health Care Facilities

As and when appropriate, and as provided hereinafter in this Agreement, to the extent permitted by law, and as availability permits, RESIDENTS will have priority access to SEASHORE POINT'S Rehab and Wellness Center, a licensed nursing care center managed and operated by SEASHORE POINT on the main level of SEASHORE POINT.

E. Parking Facilities

When both phases of SEASHORE POINT are completed, so long as RESIDENT occupies a Living Accommodation, if RESIDENT owns and is licensed to operate a registered motor vehicle, RESIDENT may, on a first come first served basis, be offered the use of one assigned parking space solely for such registered motor vehicle in the parking garage at SEASHORE POINT at a charge of \$100 per month. Space will not be available for recreational vehicles or other vehicles that exceed the height limits of the parking garage. No vehicle maintenance, including, but not limited to, the changing of oil or other fluids, shall be permitted on SEASHORE POINT'S properties.

III. SERVICES PROVIDED BY SEASHORE POINT

During RESIDENT'S occupancy of a Living Accommodation at SEASHORE POINT, SEASHORE POINT will provide RESIDENT with the services described below in consideration of payment of the Monthly Fee. These services will be specific to the individual Service Package chosen by the RESIDENT. All other services shall be deemed to be RESIDENT'S sole responsibility and SEASHORE POINT shall have no responsibility for providing such services or for payment thereof.

The "A" SERVICE PACKAGE includes:

1. Utilities. Sewer, water, heat, air-conditioning and electricity for the Living Accommodation are provided. Heat and air conditioning in a Living Accommodation shall be controlled by RESIDENT. The Living Accommodation is centrally wired for cable television and telephone hook-up. Installation and monthly telephone charges will be paid by RESIDENT if service is desired. Cable service will be paid by the RESIDENT. Internet access is available and will be paid for by the RESIDENT.
2. Emergency System. SEASHORE POINT will monitor emergency alert systems and coordinate emergency responses as appropriate.

3. Security. There will be personnel on site 24 hours, seven days a week to monitor the security of the building.
4. Maintenance. SEASHORE POINT will maintain all grounds and common areas.
5. Transportation. SEASHORE POINT will provide local transportation to designated shopping, banking, planned group events, medical facilities, and other local destinations on a regularly scheduled basis.
6. Social and Recreational Programs. SEASHORE POINT will coordinate a variety of social, recreational, educational and cultural programs for RESIDENTS of SEASHORE POINT.

The "B" SERVICE PACKAGE includes all the services in the "A" package and:

7. Food Service. As part of the Monthly Fee for the "B" package, RESIDENT is entitled to be served the equivalent of one meal per day at the SEASHORE POINT dining room. Meal equivalents may be used at any time during the month for RESIDENT'S meals or for guest dining (e.g., RESIDENT may use more than one meal credit per day). Any unused meal credits for any calendar month will be forfeited and may not be applied as a credit against meal charges for any other calendar month. A RESIDENT absent from SEASHORE POINT for more than fourteen (14) consecutive days will receive a meal credit allowance (based upon raw food costs) prorated on a daily basis if RESIDENT gives SEASHORE POINT written notice at least ten (10) days in advance of commencement of said fourteen (14) day period. Advance notice is not required for health-related absences.
8. Housekeeping. Housekeeping of the Living Accommodation, consisting of light housekeeping, vacuuming, dusting, bathroom and kitchen cleaning, will occur on a scheduled basis every week. Flat linen will be picked up and delivered to the Living Accommodation once every week.

#### ADDITIONAL SERVICES

Additional Services as described below shall be available at SEASHORE POINT on a fee-for-service basis. Charges for Additional Services will be made in accordance with a fee schedule, which fee schedule is subject to change upon thirty (30) days' notice by SEASHORE POINT. Current fee schedules will be provided to RESIDENT upon request. Or, regularly used services chosen by RESIDENT may be bundled together in order to achieve a cost savings for RESIDENT, as detailed on the Service Packages Fee Schedules. SEASHORE POINT and RESIDENT will work together to find the best option for RESIDENT. All fees for Additional Services will be billed to RESIDENT monthly.

9. Housekeeping beyond that described above.
10. Laundry service for personal items or more than described above

11. Transportation beyond that described above.
12. Catering for special occasions.
13. Tray service for meals delivered to the Living Accommodation.
14. Additional and guest meals beyond those described above.
15. Country store purchases.
16. Barber and beauty shop services.
17. Personal and home care services.
18. Maintenance and repairs for which RESIDENT is responsible.
19. Outpatient Rehabilitation Services such as PT, OT or ST.

### III. WELLNESS AND REHAB CENTER/MEMORY SUPPORT SERVICES

#### A. Transfer to Wellness and Rehab Center

At such time as a RESIDENT'S physical or mental condition precludes living independently, or poses a danger to RESIDENT or others, as determined pursuant to the procedures described below, RESIDENT may contract with SEASHORE POINT for additional services in their Living Accommodation or RESIDENT may be transferred to SEASHORE POINT'S Wellness and Rehab Center (hereinafter called "CENTER") or, if no bed is then available at CENTER, to an alternate facility as provided below. The determination of the best setting for care on a temporary or permanent basis shall be discussed with the RESIDENT and their families.

If RESIDENT chooses, SEASHORE POINT will provide personal care, nursing and medical care to RESIDENT as needed through the HOME HEALTH CARE ORGANIZATION that is qualified and licensed to do so. The fees for such services shall be as described in Section B below.

If RESIDENT finds that skilled nursing care is required, a determination to either obtain those services within the Living Accommodation for an additional fee, or move to the CENTER will be made through discussions with the RESIDENT, RESIDENT'S family and physician along with consultation from management. If it is determined that RESIDENT moves permanently to the CENTER, RESIDENT will give up the apartment at SEASHORE POINT.

RESIDENT acknowledges that CENTER is not designed to care for persons who are afflicted with psychiatric disorders, contagious diseases, conditions related to drug and alcohol abuse, or other conditions that skilled nursing centers are not licensed or otherwise qualified to treat. RESIDENT will not be able to transfer to

(or continue residency in) CENTER if RESIDENT has one of these conditions described above or SEASHORE POINT otherwise reasonably determines that such transfer (or continued residency) is or would be dangerous or detrimental to the life, safety, health or peace of RESIDENT or other residents. Under such circumstances, SEASHORE POINT will cooperate with RESIDENT or RESIDENT'S family or legal representative to identify a healthcare facility where RESIDENT can receive appropriate services and RESIDENT shall be responsible for payment for such services in accordance with Article III, Section B below.

B. Payment for Wellness and Rehab Services.

Unless payment for such services and facilities is covered by, and made to, SEASHORE POINT by the Medicare program, RESIDENT shall be responsible to pay for all services and facilities provided by SEASHORE POINT while a resident at CENTER on a fee for service basis at eighty percent (80%) of the per diem rate then charged by CENTER for private pay residents for the type of room (i.e., private or semi-private) occupied by RESIDENT, provided that any services or items not included in center's per diem rate shall be payable by RESIDENT at one hundred percent (100%) of the fees then charged by center for such additional service and items (collectively referred to herein as the "Community Rates"). RESIDENT'S right to obtain such services at the Community Rates shall continue only so long as this Agreement remains in full force and effect.

Notwithstanding RESIDENT'S transfer to CENTER or an alternative facility, RESIDENT shall continue to be responsible for payment of the Monthly Fee unless and until RESIDENT'S Living Accommodation is vacated.

C. Payment for Other Medical Services.

1. Medical Services and Supplies. Other than as specifically provided in Section A above, RESIDENT shall be solely responsible for the cost of all medical services and supplies, including, without limitation: personal physician services, private duty nursing, inpatient and outpatient hospital services, laboratory and diagnostic services not rendered in conjunction with the services provided in this Agreement, audio logical tests and hearing aids, eye glasses and refractions, dentistry, dentures, dental inlays and oral surgery, orthopedic appliances and other durable medical equipment, physical therapy, podiatry, professional care for psychiatric disorders, treatment for alcohol and drug abuse, and renal dialysis, and other similar services.

#### IV. FINANCIAL CONDITIONS

##### Fees



A. Entrance Fee.

RESIDENT shall pay SEASHORE POINT an Entrance Fee in the amount of \$ 212,000.00 in accordance with the following schedule:

1. Ten percent (10%) of the Entrance Fee, less the amount of any credits due RESIDENT, shall be paid by RESIDENT to SEASHORE POINT upon execution of this Agreement (the "Advance Payment"), unless such payment shall have already been paid at the time of reservation. Receipt of the Advance Payment is hereby acknowledged by SEASHORE POINT. The Advance Payment shall be deposited by SEASHORE POINT in a separate interest bearing account with a state or federally approved savings bank, registered in the names of RESIDENT and SEASHORE POINT (the "Escrow Account") and held in the Escrow Account until the earlier of termination of this Agreement or the date upon which the balance of the Entrance Fee shall have been received by SEASHORE POINT and RESIDENT is occupying the Living Accommodation. Until the Entrance Fee has been paid in full by RESIDENT to SEASHORE POINT, the Advance Payment held in the Escrow Account will not be pledged as security by SEASHORE POINT in connection with any obligation incurred by or on behalf of SEASHORE POINT, and will not otherwise be transferred or hypothecated by SEASHORE POINT. If any portion of the Entrance Fee, including the Advance Payment, shall be pledged or otherwise used by SEASHORE POINT for any lawful purpose after the Entrance Fee has been paid in full, no such use of the Entrance Fee shall alter SEASHORE POINT'S Entrance Fee refund obligations under this Agreement. Interest earned on the Advance Payment from the date of deposit in the Escrow Account through the OCCUPANCY DATE shall be credited and paid to RESIDENT.
2. As a condition of occupancy, the balance of the Entrance Fee shall be paid by RESIDENT to SEASHORE POINT no later than seven (7) days prior to the OCCUPANCY DATE.
3. The Entrance Fee (other than the Advance Payment) will not be held in segregated accounts and any interest earned thereon shall not accrue to RESIDENT but may be used by SEASHORE POINT for such purposes as its deems necessary or desirable. SEASHORE POINT does not maintain a reserve, security or trust fund for its Entrance Fee refund obligations under this Agreement.

B. Monthly Fee and Other Payments.

1. RESIDENT shall pay SEASHORE POINT monthly an amount determined by SEASHORE POINT ("Monthly Fee"). RESIDENT'S initial Monthly Fee for the Living Accommodation shall be that fee in effect on the OCCUPANCY DATE.  
Current Monthly Fee for Suite # [REDACTED] - Package A = \$1,050.\*



***\* In consideration for a lower Package A monthly fee for the life of this agreement (current list price = \$1,500 per month), Resident agrees to make a one time lump sum payment of \$45,000. If this agreement is terminated in less than 24 months from date of occupancy, the resident will be entitled to a refund of \$20,000 of the \$45,000. After 24 months, the entire lump sum payment is non-refundable.***

2. Right to Adjust Fees. Not more than once each calendar year, SEASHORE POINT may make reasonable adjustments to the Monthly Fees to permit SEASHORE POINT to maintain the highest quality of service to RESIDENT. Adjustments to the Monthly Fees may be made more than once per calendar year if there is an aggregate projected increase in SEASHORE POINT operating and capital requirements (including, without limitation, water and sewer fees, rubbish removal, real estate assessments, betterments and improvement assessment, and property and liability insurance premiums) during the calendar year of more than five percent (5%).



***\* Resident will be subject to any adjustments made to Monthly Fees by Seashore Point per the Right to Adjust Fees description immediately above. Resident will, however, be allowed to draw from Entrance Fee Funds for any increase amount which exceeds the Annual Cost of Living Adjustment (COLA) given Social Security Recipients. For example: If annual fees increase 3% next year, the monthly fee will increase by \$31.50 (\$1050\*.03). If the COLA increase is 2%, resident will have the option of spending down entrance fees by 1% of the increase each month (\$10.50 may be used from the entrance fee each month in this example). Any funds taken from the entrance fee will reduce the final entrance fee refund payout when this agreement is terminated.***

No change in the Monthly Fees shall be effective upon less than sixty (60) days advance written notice to RESIDENT.

3. Monthly Statement. SEASHORE POINT will present each RESIDENT with a detailed billing statement which will include but not be restricted to:
- The Monthly Fee for the current month;
  - Any credits to RESIDENT for the preceding month;
  - Additional charges to RESIDENT for services rendered during the preceding month;
  - Any other amounts due SEASHORE POINT under this Agreement.
- The amount due SEASHORE POINT from RESIDENT as reflected in the monthly statement shall be due and payable by RESIDENT upon receipt of monthly statement. IF RESIDENT FAILS TO PAY THE AMOUNT DUE WITHIN TEN (10) DAYS OF RECEIPT OF THE MONTHLY STATEMENT, SEASHORE POINT SHALL HAVE THE RIGHT TO ASSESS A LATE CHARGE EQUAL TO THREE PERCENT (3%) OF

THE AMOUNT DUE. IN ADDITION, INTEREST ON THE LATE PAYMENT WILL BE CHARGED AT THE RATE OF 1.5% PER MONTH OR PORTION THEREOF. IN THE EVENT RESIDENT MAKES LATE PAYMENTS FOR TWO (2) CONSECUTIVE MONTHS, OR ANY THREE (3) MONTHS WITHIN A CALENDAR YEAR, THEN SEASHORE POINT SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT PURSUANT TO ARTICLE VI AND TO DEDUCT SUCH OVERDUE AMOUNTS PLUS INTEREST AND LATE CHARGES FROM ANY ENTRANCE FEE REFUND.

4. Proration Fee. If the OCCUPANCY DATE is a date other than the first day of the month, or if the date this Agreement is terminated is a date other than the last day of the month, the fees due for the first or last month under this Agreement shall be reduced pro rata on a daily basis.

5. Insurance

a. Health Insurance.

RESIDENT, at RESIDENT'S sole expense, must at all times maintain in full force and affect the maximum coverage available to RESIDENT under Medicare Part A and Medicare Part B (and under any successor programs hereafter adopted) and a Medicare supplemental insurance plan approved in writing by SEASHORE POINT ("Health Insurance") OR a Medicare replacement insurance such as an HMO.

b. Insurance Applications.

Should the RESIDENT fail or neglect to arrange for Health Insurance coverage, the RESIDENT hereby authorizes SEASHORE POINT to make application but without the obligation to do so, for such Health Insurance on his or her behalf, to pay any premiums required to obtain such Health Insurance, and to bill the cost of such Health Insurance to the RESIDENT on his or her monthly statement.

c. Automobile Insurance.

If the RESIDENT is licensed to operate a motor vehicle, the RESIDENT shall obtain and maintain at his or her own expense insurance to cover medical and other costs resulting from automobile accidents causing injury to the RESIDENT or to others and/or property damage in accordance with coverage limits established by SEASHORE POINT. SEASHORE POINT requires minimum coverage limits of \$100,000/\$300,000 for bodily injury and \$100,000 for property damage.

d. Renter's Insurance.

RESIDENT is required to carry insurance on personal property. It is recommended that the liability portion of the insurance be a minimum of \$500,000 to cover any incidents that may occur inside the Living Accommodation.

C. Fee Adjustments for Altered Circumstances

1. Marriage or Other Joint Living Arrangements

- a. Marriage or Joint Living Arrangements between RESIDENTS. A RESIDENT who marries or desires to live with another person who also resides at SEASHORE POINT shall thereafter jointly pay a new Monthly Fee equal to the double occupancy rate for the Living Accommodation they jointly occupy. The RESIDENT vacating his/her Living Accommodation shall be entitled to a refund in accordance with Article V.B.
- b. Marriage or Joint Living Arrangement with a Non-RESIDENT. If RESIDENT marries or desires to live with another person who is not a resident of SEASHORE POINT, the non-resident may, provided he or she satisfies the requirements for acceptance as a resident of SEASHORE POINT, become a resident of SEASHORE POINT upon execution of a Residence and Care Agreement and payment of the applicable second person Entrance Fee and Monthly Fee.

2. Financial Inability to Pay

- a. SEASHORE POINT'S Policy. Without in any way limiting SEASHORE POINT'S right to terminate this Agreement in accordance with Article V, if the sole reason for RESIDENT'S failure to pay the Monthly Fee, or the amounts payable by RESIDENT under Article IV.B or any other amounts due to SEASHORE POINT under this Agreement (collectively referred to herein as the "RESIDENT'S Fees") is due to insufficient funds due to circumstances beyond the control of RESIDENT, the failure to make such payments will be reviewed by the Executive Director and two other appointees (the "Financial Review Committee") with RESIDENT or his/her representatives. If RESIDENT presents to SEASHORE POINT facts, which in the Financial Review Committee's sole opinion, justify special financial consideration, SEASHORE POINT may, but shall not be obligated to do so, partly or wholly subsidize RESIDENT'S Fees; provided however, that such subsidy will not impair the ability of SEASHORE POINT to attain its objectives while operating on a sound financial basis. SEASHORE POINT reserves the right to establish conditions to

such subsidy.

- b. RESIDENT'S Responsibility. It shall be a condition of receiving a subsidy that RESIDENT shall warrant and represent to SEASHORE POINT that he or she has not made any gift of real or personal property or investment in contemplation of the execution of this Agreement or during the term of this Agreement. During such time as SEASHORE POINT shall subsidize RESIDENT'S Fees, RESIDENT shall also, from time to time as requested by SEASHORE POINT, provide SEASHORE POINT with personal financial statements and copies of RESIDENT'S tax returns.
  - c. Recovery of SEASHORE POINT Subsidy. Upon termination of this Agreement, SEASHORE POINT shall have the right to recover against RESIDENT or RESIDENT'S estate the aggregate amount of the RESIDENT'S Fees that have been subsidized by SEASHORE POINT, together with interest on the amount of the subsidy at an annual rate equal to the prime rate established by the Sovereign Bank or its successor on the effective date of termination plus one percent (1%). Such amount may be deducted by SEASHORE POINT from the amount of any Entrance Fee Refund that may be payable to RESIDENT or to his or her assignees or to RESIDENT'S estate under the terms of this Agreement.
  - d. Financial Assistance. If RESIDENT'S resources are inadequate to meet his or her financial obligations to SEASHORE POINT, RESIDENT shall make every reasonable effort to obtain all available financial assistance. RESIDENT agrees not to make any gift of real or personal property or any investment subsequent to executing this Agreement 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. Change of Accommodation.
- a. Change of Accommodation. SEASHORE POINT and RESIDENT may mutually agree that it is in the best interest of RESIDENT to relocate RESIDENT to another Living Accommodation at SEASHORE POINT.
  - b. Transfer to a Hospital or Health Care Facility. SEASHORE POINT may transfer RESIDENT to CENTER (or an alternative nursing care facility) in accordance with Article IV, and RESIDENT may be admitted to a hospital upon the order of his or her physician. If, after consultation with RESIDENT (or, if he or she is not competent, RESIDENT'S representative), and RESIDENT'S Physician, it is the reasonable medical judgment of the Medical Director of

SEASHORE POINT that RESIDENT requires permanent or long-term inpatient care in a hospital or at CENTER (or an alternative health care facility), the SEASHORE POINT Executive Director may require RESIDENT'S Living Accommodation to be vacated; provided, that such decision is made in accordance with the procedure set forth in Article III. In such case, RESIDENT or his/her representative shall make arrangements to remove RESIDENT'S personal belongings from the Living Accommodation within thirty (30) days (provided that no other RESIDENT is then occupying such Living Accommodation) or, subject to compliance with any laws or regulations to the contrary, from a room at CENTER within forty-eight (48) hours after written notification of such determination. RESIDENT shall remain obligated to pay the Monthly Fee, together with a holdover fee per month of up to twenty-five percent (25%) of the Monthly Fee, until RESIDENT'S personal belongings have been removed from the RESIDENT'S living accommodation. Payment for CENTER (or an alternative health care facility) services shall be made in accordance with Article III.B of this Agreement. No refund of any portion of the Entrance Fee shall be made upon RESIDENT'S transfer to a hospital or CENTER (or an alternative health care facility) unless this Agreement is terminated by SEASHORE POINT or RESIDENT pursuant to the provisions set forth in Article V of this Agreement.

- c. Transfer of One of Two RESIDENTS Sharing a Living Accommodation. If two RESIDENTS occupy the Living Accommodation and one of them is transferred to a hospital or to CENTER (or an alternative health care facility) on a permanent or long-term basis, payment for the services for the transferred RESIDENT shall be made in accordance with Article V.B of this Agreement, and the Monthly Fee for the remaining RESIDENT then occupying the Living Accommodation shall be adjusted based upon single occupancy of the Living Accommodation. No refund of any portion of either RESIDENT'S Entrance Fee shall be made at such time.
- d. Transfer to a Smaller Living Accommodation. If RESIDENT should choose to move to a smaller Living Accommodation, RESIDENT will be permitted to do so, subject to availability. SEASHORE POINT shall have the right to assess a transfer fee in connection with RESIDENT'S transfer to another Living Accommodation. Following the move, RESIDENT will pay the Monthly Fee allocable to the smaller unit. No refund of any portion of RESIDENT'S Entrance Fee shall be made at such time.
- e. Transfer to a Larger Living Accommodation. If RESIDENT should choose to move to a larger Living Accommodation, RESIDENT will

be permitted to do so, subject to availability. SEASHORE POINT shall have the right to assess a transfer fee in connection with RESIDENT'S transfer to another Living Accommodation. RESIDENT will pay an additional Entrance Fee in an amount equal to the difference between the Entrance Fee RESIDENT has previously paid and the then current Entrance Fee for the larger Living Accommodation. Following the move, RESIDENT will pay the Monthly Fee allocable to the larger Living Accommodation.

f. Termination of Shared Living Arrangement. If two RESIDENTS sharing the Living Accommodation desire to separate, they may by mutual agreement choose among the following options:

(i) Retention of the Same Living Accommodation. One RESIDENT may leave SEASHORE POINT and the other RESIDENT may retain the Living Accommodation and pay the Monthly Fee for single occupancy thereof. No refund of any portion of either RESIDENT'S Entrance Fee will be made at that time.

(ii) Transfer to an Alternate Living Accommodation. One RESIDENT may move to another Living Accommodation, if and when available. Upon move-in, such RESIDENT shall be required to pay an additional Entrance Fee in an amount equal to the then current Entrance Fee for the new Living Accommodation less the portion of the Entrance Fee previously paid for the original Living Accommodation for double versus single occupancy of that accommodation. RESIDENT shall also pay the Monthly Fee for single occupancy of the new Living Accommodation. The RESIDENT staying in the original Living Accommodation then pays the Monthly Fee for single occupancy for that Living Accommodation.

## V. TERMINATION AND REFUNDS

### A. Prior to Occupancy

#### 1. Termination due to Death, Illness or Financial Condition.

- a. If RESIDENT dies (or if RESIDENT is two persons, both die) prior to assuming occupancy of the Living Accommodation, then this Agreement shall automatically terminate. If RESIDENT is two persons, and only one person dies, the other person shall have the right to terminate this Agreement without penalty.
- b. If the financial condition of RESIDENT changes prior to assuming occupancy to the extent that, in the opinion of the Financial Review Committee, RESIDENT will be unable to meet RESIDENT'S

financial obligations under this Agreement, then this Agreement may be terminated by SEASHORE POINT by written notice to RESIDENT.

- c. Upon termination of this Agreement pursuant to a. or b. above, SEASHORE POINT shall refund to RESIDENT or his or her legal representative, all amounts paid to SEASHORE POINT by RESIDENT, plus interest, less (i) any costs specifically incurred by SEASHORE POINT at the written request of RESIDENT and set forth in a written addendum to this Agreement signed by RESIDENT, and (ii) a Service Charge equal to one percent (1%) of the Entrance Fee.

2. Termination by RESIDENT

- a. At any time prior to assuming occupancy of the Living Accommodation, RESIDENT may terminate this Agreement without cause upon written notice to SEASHORE POINT.
- b. If the Living Accommodation is available for occupancy on the Occupancy Date, RESIDENT'S failure to occupy the Living Accommodation on the Occupancy Date shall be deemed a termination of this Agreement by RESIDENT unless an extension of the Occupancy Date has been agreed to in writing by RESIDENT and SEASHORE POINT.
- c. If the Living Accommodation is not available for occupancy on the Occupancy Date and RESIDENT has not previously terminated this Agreement, this Agreement shall be automatically terminated unless an extension of the Occupancy Date has been agreed to in writing by RESIDENT and SEASHORE POINT.
- d. Within thirty (30) days after the termination of this Agreement by RESIDENT, pursuant to this part a., SEASHORE POINT will refund to RESIDENT or his or her legal representative, all amounts paid to SEASHORE POINT plus interest by RESIDENT (less the Processing Fee), less any costs specified in the written addendum (if any) to this Agreement signed by RESIDENT, and less a Service Charge equal to one percent (1%) of the Entrance Fee.

B. After Occupancy

1. Termination by SEASHORE POINT. SEASHORE POINT reserves the right to terminate this Agreement at any time after RESIDENT assumes occupancy of the Living Accommodation for good cause, including but not limited to: a material breach by RESIDENT of RESIDENT'S obligation under this Agreement and after providing written notice to RESIDENT of such breach and a 30-day period in which to cure from receipt of the written



notice; failure by RESIDENT to abide by the rules adopted by SEASHORE POINT and after providing written notice to RESIDENT of such failure to abide by such rules and a 30-day period in which to cure from receipt of the written notice; any material misrepresentations or omission by RESIDENT in connection with his or her application for residency at SEASHORE POINT; RESIDENT'S continued residence at SEASHORE POINT becoming seriously disruptive or threatening to the health or safety of RESIDENT or RESIDENTS, or employees of SEASHORE POINT.

Any notice of termination shall be in writing specifying a date of termination not less than thirty (30) days nor more than ninety (90) days after the date notice is given. On or before the date of termination, RESIDENT shall move from SEASHORE POINT and vacate the Living Accommodation. Following the termination date, RESIDENT shall remain obligated to continue paying the Monthly Fee to SEASHORE POINT, together with a holdover fee per month of twenty five percent (25%) of the Monthly Fee, until RESIDENT has vacated the Living Accommodation and removed RESIDENT'S personal property from the Living Accommodation.

If this Agreement is terminated by SEASHORE POINT pursuant to this Section B.1, RESIDENT shall be entitled to receive a refund of a portion of the Entrance Fee in accordance with Article V, Section B.4 below.

2. Termination by RESIDENT. RESIDENT has the right at any time after assuming occupancy of the Living Accommodation to terminate this Agreement by delivering to SEASHORE POINT a written notice of termination. The written notice need not cite any reason for the termination but shall specify a date of termination which shall not be less than sixty (60) days nor more than one hundred twenty (120) days after the date the notice is given.

On or before the date of termination, RESIDENT shall move from SEASHORE POINT and vacate his or her Living Accommodation. Following the termination date, RESIDENT shall remain obligated to pay the Monthly Fee to SEASHORE POINT, together with a holdover fee per month of twenty-five percent (25%) of the Monthly Fee, until RESIDENT has vacated the Living Accommodation and removed RESIDENT'S personal property from the Living Accommodation. If RESIDENT terminates this Agreement pursuant to this provision, RESIDENT shall be entitled to a refund for a portion of the Entrance Fee in accordance with this Article V, Section B.4 below.

3. Termination by Death.
  - a. If RESIDENT is one individual, this Agreement shall terminate automatically upon the death of RESIDENT except that RESIDENT'S obligation to pay the Monthly Fee, together with a

holdover fee per month of twenty-five percent (25%) of the Monthly Fee, shall continue after the date of death until RESIDENT'S personal property has been removed from the Living Accommodation by the family, by the estate of the deceased RESIDENT or by SEASHORE POINT, at which time the Monthly Fee (and any holdover fee) shall no longer be due. It is assumed that the family or legal heirs will remove personal property from the Living Accommodation within one month of death unless special arrangements are made with SEASHORE POINT. (Refer to Article VI, Section C. regarding disposal of RESIDENT'S property.)

If this Agreement is terminated by the death of RESIDENT, RESIDENT'S estate shall be entitled to a refund of a portion of the Entrance Fee in accordance with Article V, Section B.4 below.

- b. If two persons have entered into this Agreement, upon the death of one RESIDENT, this Agreement shall remain in effect as to the survivor. No refund of the Entrance Fee shall be paid to the estate of the deceased RESIDENT at such time. The surviving RESIDENT shall thereafter pay an adjusted Monthly Fee based upon single occupancy of the Living Accommodation.
4. Refund. Upon termination of this Agreement as provided in this Section B, RESIDENT (or RESIDENT'S estate) shall be entitled to a refund of a portion of the Entrance Fee (the "Entrance Fee Refund") in an amount and at the time(s) set forth below:
- a. If termination of this Agreement as provided in this Section 2 occurs within the first nine (9) months following RESIDENT'S occupancy of the Living Accommodation, RESIDENT shall be entitled to a refund of the Entrance Fee, LESS any deductions permitted by this Agreement and LESS an amount equal to one percent (1%) of the Entrance Fee multiplied by the number of months of occupancy. Any Entrance Fee Refund payable under this paragraph shall be paid within one hundred twenty (120) days of the effective date of termination or, if later, the date upon which RESIDENT has vacated the Living Accommodation and removed RESIDENT'S personal property therefrom.
  - b. If termination of this Agreement as provided in this Section 2 occurs after the ninth (9th) month following RESIDENT'S occupancy of the Living Accommodation, RESIDENT shall be entitled to a refund of ninety percent (90%) of the Entrance Fee LESS any deductions permitted by this Agreement. Any Entrance Fee Refund payable under this paragraph shall be paid in two installments: (1) the first installment shall be in an amount equal to the Entrance Fee less one percent (1%) of the Entrance Fee per month of actual occupancy of

the Living Accommodation and shall be paid within one hundred twenty (120) days of the effective date of termination or, if later, the date upon which RESIDENT has vacated RESIDENT'S Living Accommodation and removed RESIDENT'S personal property therefrom, and (2) the second installment shall be the balance of the Entrance Fee Refund due hereunder, if any, and shall be paid within thirty (30) days following occupancy of the Living Accommodation by a new RESIDENT. Upon receiving written notice of termination of this Agreement or upon determining that this Agreement will terminate for any reason, whichever first occurs, SEASHORE POINT will use reasonable efforts to find a new RESIDENT to occupy RESIDENT'S Living Accommodation as quickly as possible, provided, however, SEASHORE POINT shall not be prevented from first filling other unoccupied Living Accommodations.

C. Release of SEASHORE POINT.

Upon the termination of this Agreement, SEASHORE POINT will be released from any and all obligations to RESIDENT except for the obligation to pay any Entrance Fee Refund due hereunder and, if applicable, to continue to use good faith efforts to find a new RESIDENT to occupy RESIDENT'S Living Accommodation.

VI. RIGHTS AND OBLIGATIONS OF RESIDENT

A. Right of Privacy.

Subject to the provisions of this Agreement, RESIDENT shall have the exclusive right to occupy the Living Accommodation. SEASHORE POINT recognizes RESIDENT'S right to privacy and its responsibility to limit entrance to the Living Accommodation. RESIDENT recognizes and accepts the right of SEASHORE POINT to enter the Living Accommodation in order to carry out the purposes of this Agreement. SEASHORE POINT shall have the right to enter the Living Accommodation for the purposes of:

1. Performing scheduled housekeeping duties, upon reasonable advance notice.
2. Responding to the medical alert system.
3. Responding to the fire alert system.
4. Scheduling or undertaking emergency maintenance.

5. Checking the status of a RESIDENT if he or she is reported missing and has not responded to calls.
6. Showing the Living Accommodation to a prospective resident but only during normal daytime hours and after notice of termination of this Agreement has been given or RESIDENT has been required to vacate the Living Accommodation in accordance with the provisions of this Agreement, and, then, only upon reasonable advance notice.
7. Inspecting the Living Accommodation upon reasonable belief that there is a violation of the Rules and Regulations.
8. To remove personal property in accordance with this Agreement.

B. Responsibility for Damages.

RESIDENT shall be solely responsible and agrees to pay for any loss or damage to real or personal property of SEASHORE POINT caused by the negligence or acts of RESIDENT, RESIDENT'S employees, agents or guests. If any negligence of anyone other than SEASHORE POINT or its staff results in injury, illness, or damage to RESIDENT, or to RESIDENT'S personal property, RESIDENT hereby releases and discharges SEASHORE POINT from all liability or responsibility for such injury or damage to RESIDENT, RESIDENT'S employees, agents or guests or to RESIDENT'S personal property. RESIDENT shall have the responsibility of providing insurance to protect against such losses.

C. SEASHORE POINT'S Responsibility for Protection of RESIDENT'S Property.

1. If RESIDENT fails to remove RESIDENT'S personal property from the Living Accommodation (or room at CENTER) on or before the Effective Date of Termination of this Agreement for any reason, SEASHORE POINT shall have the right (but not the obligation), in compliance with applicable law, to remove RESIDENT'S property and to store it at RESIDENT'S expense. If stored at a commercial warehouse and providing notice to RESIDENT has been given in writing, SEASHORE POINT shall have no further responsibility for the property.
2. In the case of RESIDENT'S death, SEASHORE POINT shall release all property of RESIDENT to the person(s) designated by RESIDENT in writing 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 RESIDENT'S next of kin. SEASHORE POINT 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. SEASHORE POINT will exercise ordinary care in safeguarding the

property during that time. RESIDENT hereby grants to SEASHORE POINT a limited power of attorney to hold and deliver RESIDENT'S property as provided herein, including the authority to store it at RESIDENT'S expense in a commercial warehouse, if it has not been removed from the Living Accommodation within thirty (30) days of RESIDENT'S death.

- D. RESIDENT agrees to provide an updated medical history to SEASHORE POINT every twelve months, or when a major health change has occurred, whichever is earlier. SEASHORE POINT, in its sole discretion, will determine, after consultation with RESIDENT, whether additional healthcare services are necessary for RESIDENT'S continued well-being in the present Living Accommodation. RESIDENT agrees to contract and pay for any additional services in order to remain in the Living Accommodation.

## VII. OTHER CONDITIONS

- A. Power of Attorney and Guardianship.

RESIDENT will maintain a current durable power of attorney in a form acceptable to SEASHORE POINT and will provide a copy of such document to SEASHORE POINT. SEASHORE POINT retains the right to institute guardianship proceedings if RESIDENT is unable to care for RESIDENT'S person or property, and has not designated someone to do so. RESIDENT will be responsible for the cost of such proceedings.

- B. Delegation by the Executive Director or Medical Director.

Any authority or responsibility given by this Agreement to the Executive Director or Medical Director may be delegated by him or her to any one or more members of SEASHORE POINT'S staff.

- C. Guest Policies.

A RESIDENT may have a guest in the Living Accommodation for up to two (2) weeks. For more than two weeks the written consent of the Executive Director of SEASHORE POINT must be obtained. The intent of such policies shall be to permit stays of short duration by guests of RESIDENT where such stays will not, in the opinion of the Executive Director, adversely affect SEASHORE POINT RESIDENTS.

D. Pets.

Dogs, cats, caged birds or fish may be kept in the Living Accommodation only with the prior written approval of the Executive Director, whose approval may be revoked at any time. RESIDENT will be responsible for cleanliness, litter and any damage caused by any pet and SEASHORE POINT, in its sole discretion, may require RESIDENT to pay a deposit to cover such expenses. RESIDENT agrees to give up pets upon the request of the Executive Director. A separate "PET" agreement must be signed if RESIDENT wishes to keep a pet at SEASHORE POINT.

E. Smoke Free Environment.

No smoking is permitted at SEASHORE POINT, including but not limited to, the Living Accommodations or at any other facilities at SEASHORE POINT by either Resident, or their guests or invitees, staff or vendors, except in areas, if any, designated as smoking areas by SEASHORE POINT.

F. RESIDENT'S Obligation to SEASHORE POINT for Arrangements at Death.

RESIDENT agrees to provide SEASHORE POINT with the following information at the time of occupancy: Name and address of funeral director, location of will, health care proxy, if any, name and address of attorney and executor, names and addresses of all banks and trust officers, information necessary to complete a death certificate, persons to be notified of RESIDENT'S death, and persons designated to receive RESIDENT'S personal property following death and if none is so designated then to RESIDENT'S executor or administrator.

G. Rules Adopted by SEASHORE POINT.

SEASHORE POINT reserves the right to adopt policies, procedures and rules regarding residency at SEASHORE POINT consistent with the provisions of this Agreement. RESIDENT agrees to observe the rules and regulations adopted by SEASHORE POINT.

H. Non-Discrimination.

It is understood and agreed that SEASHORE POINT admits persons to SEASHORE POINT without regard to sex, handicaps, race, color, national origin, sexual orientation and religious affiliation.

I. Sole Responsibility.

All legal and financial obligations assumed by SEASHORE POINT in this Agreement are solely the responsibility of Seashore Point – Deaconess, Inc.

J. Entire Agreement.

This Agreement, which includes each of the Exhibits, Schedules and Contract Addenda referenced in this Agreement, constitutes the entire Agreement between RESIDENT and SEASHORE POINT. To the best of RESIDENT'S knowledge and belief, RESIDENT warrants that all facts set forth in RESIDENT'S Confidential Data Profile, including the financial statement and personal history, are true and correct. SEASHORE POINT is not liable for, nor bound in any manner by any statement, representation or promise made by any person representing or purporting to represent SEASHORE POINT unless set forth in this Agreement.

K. Notices.

Notices shall be given in writing to SEASHORE POINT at the address of its Administrative Offices given below and to RESIDENT at the address given below until RESIDENT enters SEASHORE POINT, and thereafter at RESIDENT'S SEASHORE POINT address. A change in address may be affected by written notice given by one party to the other.

L. Non-Transferability.

The rights and privileges of RESIDENT under this Agreement are personal to RESIDENT and can not be transferred or assigned by act of RESIDENT, by any proceedings of law, or otherwise. If any person, other than the person who has signed this Agreement commences to live in RESIDENT'S Living Accommodation without following the procedures established by SEASHORE POINT, SEASHORE POINT shall have the right to terminate this Agreement.

M. Oral Modification.

No amendment to this Agreement shall be valid unless in writing executed by SEASHORE POINT and RESIDENT.

N. Joint and Several Liability.

When RESIDENT consists of more than one person, the rights and obligations of each are joint and several except as the context otherwise requires.

O. RESIDENT'S Association.

The Seashore Point Resident's Association consists of all RESIDENTS physically occupying a Living Accommodation in SEASHORE POINT. Each RESIDENT is automatically a member of the Association. The purpose of the Association is to

further common RESIDENT interests and activities, to communicate and cooperate with those directly charged with the operation and management of SEASHORE POINT in establishing and promoting the well-being of RESIDENTS and to take appropriate action necessary to implement the same.

P. Right of Management.

SEASHORE POINT reserves the absolute right of management. SEASHORE POINT reserves the right to accept or reject any person for residency. RESIDENTS do not have the right to manage or set policy or to determine admissions, terms of admission, or transfer of other RESIDENTS. SEASHORE POINT reserves the right to pursue the expansion, demolition, or renovation of any of its buildings on the Provincetown property, notwithstanding such activity may cause an inconvenience or disruption to RESIDENT, and such activity will not constitute a breach of a covenant of quiet enjoyment.

Q. Right of Subrogation.

In case of injury to RESIDENT by a third party, SEASHORE POINT shall have the right of subrogation, for all of its costs and expenses incurred, and shall have the right, in the name of the RESIDENT, to take all necessary steps to enforce payment of same by the person responsible for the injury. RESIDENT agrees to cooperate and assist in recovering said costs.

R. Representation.

RESIDENT represents that all statements and documents submitted to SEASHORE POINT are true and complete and acknowledges that SEASHORE POINT is relying on the truth and accuracy of such statements and documents. Any misrepresentation or willful omission may render this Agreement null and void.

S. Documentation.

In addition to the Exhibits, the following documents are part of this Agreement:

1. Reservation Agreement
2. Confidential Data Profile (including personal financial statement)
3. Personal Health History and Physician's Statement and updates
4. Settlement Statement
5. Financial Disclosure Statement and update (supplied by SEASHORE POINT)
6. Floor Plan
7. Written Amendments to this Agreement, if any.



T. Photo Release

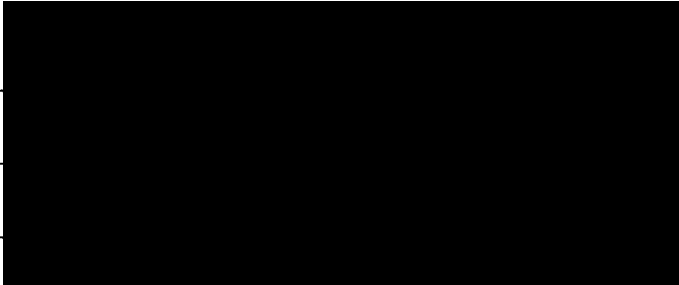
By the signature below, RESIDENT allows the use of their likeness for any promotional purposes for SEASHORE POINT and/or other Deaconess Abundant Life Communities.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT THE DATE AND YEAR FIRST ABOVE WRITTEN.

RESIDENT: \_\_\_\_\_

RESIDENT: \_\_\_\_\_

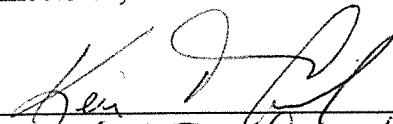
ADDRESS: \_\_\_\_\_



WITNESS:



Seashore Point in Provincetown  
100 Alden Street  
Provincetown, MA 02657

By:   
Kevin T. Comick

Title: Executive Director