

RESIDENCY AND SERVICES AGREEMENT

FOR



UNIT #



SP Condominium RESIDENCY AND SERVICES AGREEMENT

I. RECITALS

- A. Agreement made this 15 date of November 2018, between [REDACTED] (hereinafter called "Resident") and Seashore Point – Deaconess, Inc. (hereinafter called "Manager"), a non-profit Massachusetts corporation which owns certain of the "Service Units" located within a mixed use condominium, known as Seashore Point – Deaconess Condominium" (hereinafter call "SP Condominium") operated as a full-service residential community known as SEASHORE POINT IN PROVINCETOWN, Provincetown, Massachusetts. If two persons desiring to share a living accommodation at SP Condominium enter into this Agreement, the term "Resident" shall apply to them jointly and severally, and to the survivor of them.
- B. Resident has signed an agreement to purchase and occupy a living accommodation at SP Condominium, such "living accommodation" being a "Residential Unit" in the Seashore Point – Deaconess Condominium. A copy of Resident's Confidential Data Profile is appended hereto as Exhibit 1 and by this reference is made a part hereof.
- C. As conditions precedent to the execution of this Residency and Services Agreement by Manager and as a condition of purchase and occupancy of a living accommodation, Resident shall meet the following requirements to the satisfaction of Manager, subject to such exceptions as the Board of Directors of the Manager and the Trustees of the Condominium may approve in writing:

1. Health

Resident is required prior to closing to submit a completed physician statement to the Manager. Manager does have a medical form available for Resident's use.

2. 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 purchases or occupies a living accommodation at SP Condominium.

3. Application

Subject to the above, Resident having made application to reside at SP Condominium and Manager having accepted Resident's application, Resident and Manager agree to the terms and conditions set forth in this Agreement.

II. Unit and Fees

Unit # [REDACTED]

Condominium Fee upon entry: \$538

Concierge Fee upon entry: \$250

Condo fees are established based on the beneficial interest of an owner's unit and are reviewed and adjusted annually (or more frequently, if required) by the Condominium Board of Directors. Seashore Point – Deaconess, Inc., sets the annual concierge fee based on their budget for concierge and other general lifestyle expenses such as scheduled transportation, fitness offerings, dining offerings, etc. Each owner pays both the condominium and concierge fee monthly. Pricing on concierge fees is owner specific and does not transfer when a unit is sold.

III. FACILITIES PROVIDED BY Manager

A. Function Areas

Resident, in common with and on the same terms as other Residents of SP Condominium will have non-exclusive use of the facilities operated by Manager, such as but not limited to the following: central dining room, private dining room, lounges, library, exercise room. The foregoing "function areas" are one or more Service Units owned by Manager intended to provide services as described in this Agreement. Manager reserves the right to modify, alter, diminish or increase the common areas as to size, furnishing and use from time to time and the Resident acknowledges that construction of a second phase of SP Condominium is likely to begin while this Agreement is in effect

B. Personal Service Facilities

Manager will take reasonable steps to arrange for other services such as barber and beauty shops and convenience store within SP Condominium to be used by Resident at Resident's option and expense.

C. 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 Manager's Wellness and Rehab Center, or another nursing care center in the area, or another Deaconess nursing center.

IV. SERVICES

During Resident's occupancy of a Living Accommodation at SP Condominium, Manager will provide Resident with the services described below in consideration of payment of the Monthly Services Fee. These services will be specific to the individual Service Package chosen by the Resident. All other services not specifically described or listed shall be deemed to be Resident's sole responsibility and Manager shall have no responsibility for providing such services or for payment thereof.

A. The CONDO/CONCIERGE PACKAGE includes:

1. Services normally associated with a condominium fee such as, but not limited to: landscaping, snow removal, building insurance, exterior building maintenance, common area maintenance, common area housekeeping, common area utilities, water and sewer. Heat and electricity for the air conditioning and other electrical requirements will also be included in the condominium fee. Heat and air conditioning in a Living Accommodation will be controlled by Resident.
2. Other utilities. 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.
3. Security. There will be personnel on site 24 hours, seven days a week to monitor the security of the building.
4. Access and use of function areas that include: dining rooms, library, lounge spaces, fitness room, laundry room.
5. Management of community life.
6. Parking.

B. ADDITIONAL SERVICES

Additional Services as described below shall be available on a fee-for-service basis or grouped in packages to obtain a cost savings for Resident. 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 Manager. Current fee schedules will be provided to Resident upon request. Manager and Resident will work together to find the best option for Resident. All fees for Additional Services will be billed to Resident monthly.

1. Transportation. Specially requested transportation to non-scheduled locations.
2. Emergency System. Manager will monitor emergency alert systems and coordinate emergency responses as appropriate.
3. Social and Recreational Programs. Manager will coordinate a variety of social, recreational, educational and cultural programs for residents of SP Condominium.
4. Scheduled transportation to shopping, banking and area attractions.
5. Dining and Catering Services. Meals are served in the main dining room. Resident may choose to take an occasional meal or build a meal package that suits their individual needs (certain rules and regulations apply). Resident may request individual catering services for special occasions. Room service is available as well.
6. Housekeeping and Laundry. Housekeeping and laundry services as requested to be charged on an hourly basis.
7. Maintenance. Appliance repair and other maintenance services as necessary and on request by Resident will be charged on an hourly basis.
8. Guest meals.
9. Convenience store purchases.
10. Barber and beauty shop services.
11. Personal and home care services.
12. Outpatient Rehabilitation Services such as physical, occupational and speech therapy.
13. Access to Wellness and Rehab Center.

V. 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 Manager for additional services in their Living Accommodation or Resident may be transferred to Manager's Wellness and Rehab Center (hereinafter called "Center") or, if there is no availability 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 family.

If Resident chooses, Manager will provide personal care, nursing and medical care to Resident in the Living Accommodation, as needed, through home health care professionals who are qualified and licensed to do so. The fees for such services are described in the fee schedule for home health services.

If Resident finds that nursing care is required, a determination to either obtain those services within the Living Accommodation for an additional fee, or move to the Center or another qualified facility will be made through discussions with the Resident, Resident's family and physician along with consultation with management.

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 SP Condominium 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, Manager will cooperate with Resident or Resident's family or legal representative to identify a healthcare facility where Resident can receive appropriate services.

B. Payment for Wellness and Rehab Services.

Unless payment for such services and facilities is covered by, and made to, Manager by the Medicare program, or the particular package pricing chosen by Resident allows for some discount, Resident shall be responsible to pay for all services and facilities provided by Manager while a Resident at Center on a fee for service basis at the rate then charged by Center for private pay Residents for the type of room (i.e., private or semi-private) occupied by Resident, and in addition, any services or items not included in center's per diem rate shall be payable by Resident at 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 Services Fee unless and until Resident's Living Accommodation is sold and vacated.

C. Payment for Other Medical Services.

1. Medical Services and Supplies. Other than as specifically provided in Sections A and B 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, audio logical tests and hearing aids, eyeglasses 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.

VI. FINANCIAL

A. Monthly Services Fee and Other Payments.

1. Resident shall pay Manager monthly an amount determined by Manager and as outlined in the Service Plan allowing for all Resident requested services ("Monthly Fee"). Resident's initial Monthly Fee for the Living Accommodation shall be that fee in effect on the occupancy date. The Monthly Fee will include the condominium fee allocable to residence.
2. Right to Adjust Fees. Not more than once each calendar year, Manager may make reasonable adjustments to the Monthly Fees to permit Manager to maintain the highest quality of service to Resident. Adjustments to the Monthly Fees may be made more than once per calendar year in the event the condominium trustees determine that the portion of the monthly fee allocated to the condominium requires funding in order to pay Manager's operating expenses.

No change in the Monthly Fees shall be effective upon less than thirty (30) days advance written notice to Resident, except as may be provided in the Condominium documents.

3. Monthly Statement. Manager will present Resident with a detailed billing statement which will include but not be restricted to:
 - a. The Monthly Fee for the current month;
 - b. Unit Condominium and Concierge Fee
 - c. Any credits to Resident for the preceding month;
 - d. Additional charges to Resident for special additional services rendered during the preceding month;
 - e. Any other amounts due Manager under this Agreement.

The amount due Manager 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, MANAGER SHALL HAVE THE RIGHT TO ASSESS A LATE CHARGE EQUAL TO ONE HUNDRED DOLLARS (\$100.00). FIFTY PERCENT OF THIS WILL BE PAYABLE TO CONDOMINIUM TRUSTEES. 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 MANAGER SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT PURSUANT TO ARTICLE IV.C AND TO DEDUCT SUCH OVERDUE AMOUNTS PLUS INTEREST AND LATE CHARGE FROM SALE PRICE OF CONDOMINIUM.

4. Automobile Insurance.

If the Resident is licensed to operate a motor vehicle, and Resident owns and operates a vehicle that is parked on the Seashore Point property, 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 SP Condominium. Manager requires minimum coverage limits of \$100,000/\$300,000 for bodily injury and \$100,000 for property damage.

B. Financial Inability to Pay

1. Manager's Policy. Without in any way limiting the right of the Manager to terminate this Agreement as set forth in Article VI.C below, if the sole reason for Resident's failure to pay the Monthly Fee, or the amounts payable by Resident under Article IV. or any other amounts due to Manager 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 Manager facts, which in the Financial Review Committee's sole opinion, justify special financial consideration Manager 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 SP Condominium to attain its objectives while operating on a sound financial basis. SP Condominium reserves the right to establish conditions to any such subsidy.
2. Resident's Responsibility. It shall be a condition of receiving a subsidy that Resident shall warrant and represent to Manager and SP Condominium 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 Manager shall subsidize or defer Resident's Fees, Resident shall also, from time to time as requested by Manager, provide Manager with personal financial statements and copies of Resident's tax returns.

3. Recovery of Subsidy. Upon termination of this Agreement, SP Condominium and the Manager shall have the right to recover against Resident or Resident's estate, upon sale of their unit, the aggregate amount of the Resident's Fees that have been subsidized or deferred by SP Condominium or Manager, together with interest on the amount of the subsidy at an annual rate equal to the prime rate as published in the Wall Street Journal on the effective date of termination plus one percent (1%). Such amounts may be deducted from the amount of any proceeds from the sale of the Living Accommodation that may be payable to Resident or to his or her assignees or to Resident's estate under the terms of this Agreement.
 4. Financial Assistance. If Resident's resources are inadequate to meet his or her financial obligations to SP Condominium and Manager, 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.
- C. Termination. Notwithstanding the foregoing, the Manager shall have the right to terminate this Agreement or restrict Resident's access to services or use of the social and other facilities owned and controlled by Manager within the Condominium if any amount due under this Agreement remains unpaid for more than sixty(60) days after written notice of nonpayment; provided, however, that all amounts which a Resident is obligated to pay under this Agreement shall continue to accrue until a Living Accommodation is resold and the Manager shall have the right to receive reimbursement for all such accrued amounts (together with interest on such accrued amounts at the rate set forth in this Agreement for late payments) from the proceeds of any sale of a Living Accommodation.

VII. 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 applicable Condominium portion of the Monthly Fee, shall continue after the date of death until the Living Accommodation has been sold, at which time the Condominium portion of the Monthly Fee shall no longer be due.
- 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.

- C. Upon the termination of this Agreement, Manager will be released from any and all obligations to Resident.

VIII. RIGHTS AND OBLIGATIONS OF Resident

A. Right of Privacy.

Manager recognizes Resident's right to privacy and its responsibility to limit entrance to the Living Accommodation. Resident recognizes and accepts the right of Manager to enter the Living Accommodation in order to carry out the purposes of this Agreement. Manager 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 or has not responded to calls.
6. Inspecting the Living Accommodation upon reasonable belief that there is a violation of the Rules and Regulations of SP Condominium.
7. To remove personal property in accordance with this Agreement.
8. Showing the Living Accommodation when it is "for sale".
9. As provided in the Condominium Documents including the Master Deed, Declaration of Trust, and Rules and Regulations.

B. Responsibility for Damages.

Resident shall be solely responsible and agrees to pay for any loss or damage to real or personal property of Manager caused by the negligence or acts of Resident, Resident's employees, agents or guests. If any negligence of anyone other than Manager or its staff results in injury, illness, or damage to Resident, or to Resident's personal property, Resident hereby releases and discharges Manager 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.

Resident agrees to hold Manager harmless from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, and/or injury (to property

or person including, without limitation, wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state or local government body or agency arising out of an incident, to any acts, omissions, negligence, willful misconduct or any outside party, its personnel, employees, agent, contractors or volunteers in connection with or arising out of the outside parties' performance of service for Resident. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney's fees and related costs or expenses and any reimbursements to Manager for all legal expense and costs incurred by it. Resident may have additional liabilities and responsibilities under the Condominium Documents.

C. Responsibility for Medical Updates and Agreement to Purchase Needed Services

RESIDENT agrees to provide an updated medical history to Manager every twelve (12) months, or when a major health change has occurred, whichever is earlier. Manager, 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.

IX. OTHER CONDITIONS

A. Power of Attorney and Guardianship.

Resident will maintain a current durable power of attorney in a form acceptable to Manager and will provide a copy of such document to SP Condominium. Manager 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 Manager's staff.

C. Resident's Obligation to Manager for Arrangements at Death.

Resident agrees to provide Manager 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.

D. Rules Adopted by SP Condominium.

Manager reserves the right to adopt policies, procedures and rules regarding residency at SP Condominium consistent with the provisions of this Agreement and the Condominium Documents. Resident acknowledges that the Trustees of Seashore Point-Deaconess Condominium Trust have the right to adopt and enforce rules and regulations in addition to those which may be set forth herein or adopted by Manager under this Agreement.

E. Non-Discrimination.

It is understood and agreed that Manager admits persons to SP Condominium without regard to sex, handicaps, race, color, national origin, sexual orientation, marital status and religious affiliation.

F. Sole Responsibility.

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

G. Entire Agreement.

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. Manager is not liable for, nor bound in any manner by any statement, representation or promise made by any person representing or purporting to represent Manager unless set forth in this Agreement.

H. Notices.

Notices shall be given in writing to Manager at the address of its Administrative Offices given below and to Resident at the address given below until Resident enters SP Condominium, and thereafter at Resident's SP Condominium address. A change in address may be affected by written notice given by one party to the other.

I. Non-Transferability.

The rights and privileges of Resident under this Agreement are personal to Resident, are subject to certain tests and conditions, and cannot 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 Manager or the Trustees of SP Condominium Trust, Manager shall have the right to terminate this Agreement.

J. Oral Modification.

No amendment to this Agreement shall be valid unless in writing executed by Manager and Resident.

K. 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.

L. Right of Management.

Manager reserves the absolute right of management. Manager 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. Manager 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.

M. Right of Subrogation.

In case of injury to Resident by a third party, Manager 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.

N. Representations.

Resident represents that all statements and documents submitted to Manager (including the Resident's Confidential Data Profile, and any financial statement and personal history) are true and complete and acknowledges that Manager is relying on the truth and accuracy of such statements and documents. Any misrepresentation or willful omission may render this Agreement null and void. Manager is not liable for, nor bound in any manner by any statement, representation or promise made by any person representing or purporting to represent Manager unless set forth in this Agreement.

O. Documentation.

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

1. Confidential Data Profile (including personal financial statement)
2. Personal Health History and Physician's Statement and updates
3. Floor Plan
4. Written Amendments to this Agreement, if any.
5. The Master Deed of Seashore Point-Deaconess Condominium and the Declaration of Trust of Seashore Point-Deaconess Condominium Trust (the "Condominium Documents").

Resident acknowledges consent to the terms of the foregoing documents and confirms that Resident or a trusted party acting on behalf of Resident has reviewed the foregoing. In the event of any inconsistency between the terms of this Agreement and any other instrument, the terms of this Agreement shall control, except that in the event of an inconsistency between this Agreement and the Condominium Documents, the terms of the latter shall control.

P. Photo Release

By the signature below, Resident allows the use of their likeness for any promotional purposes by Manager, SP Condominium, 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.

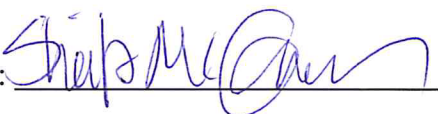
Resident: _____

Resident:

ADDRESS

WITNESS:

Seashore Point in Provincetown
100 Alden Street
Provincetown, MA 02657

By: 

Title: 