



The Residences at  
**Seashore Point**  
IN PROVINCETOWN

**SERVICE UNIT AGREEMENT**

**OWNERS**

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I. Recitals

- A. Agreement is made this \_\_\_\_\_ date of \_\_\_\_\_, 20\_\_\_\_\_, between \_\_\_\_\_ (hereinafter collectively "Resident") and SEASHORE POINTE SERVICE CO., LLC (hereinafter called "Manager"), a Massachusetts corporation which licenses certain of the "Service Units" located within a mixed use condominium, known as Seashore Point (hereinafter "SP Condominium") to operate a full-service residential community. 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.
- B. As a condition precedent to the execution of this Residency and Services Agreement by Manager, Resident, must be at least 55 years of age at the time he or she purchases or occupies a living accommodation at SP Condominium.

II. Service Unit Agreement

Resident and Manager agree to the terms and conditions set forth in this Agreement.

III. Monthly Fee Breakdown

Service Unit Access Fee:	\$
Lifestyle Fee:	\$250.00
À la Carte Fees:	See Schedule
Storage Fee:	If Applicable

In addition to your monthly Condominium Fee, which is collected and managed by the Condo Trust, the above monthly fees apply to Resident, Occupants, and Resident's Unit. All fees are fixed at the time of signing but subject to change at Manager's sole discretion. The Service Unit Access Fee and Lifestyle Fee are mandatory.

*Manager will take Resident suggestions and will attempt to fulfill consensus requests for the Service Unit functions and lifestyle and à la carte offerings. It's your community and we want you to participate.*

#### IV. Fees

##### A. Service Unit Access Fee

The Service Unit Access Fee is based on the Manager's costs associated with the Service Units. Because this fee is budgeted based on annualized costs, there is no discount for partial year occupancy.

##### Service Unit 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, including, but not limited to: central dining room, private dining rooms, lounges, library, exercise room, laundry room. The foregoing "function areas" are one or more Service Units licensed by Manager intended to provide services as described in this Agreement.

##### B. Lifestyle Fee

The Lifestyle Fees is based on Manager's budget for concierge and other general lifestyle expenses such as scheduled transportation. Each owner pays Lifestyle Fee fees monthly as a "per unit" cost. Pricing on Lifestyle Fees does not transfer when a unit is sold. There is no discount for partial year occupancy. The below services are currently offered but subject to change.

##### Lifestyle Services

- |                   |   |
|-------------------|---|
| Concierge:        | 24 Hour Concierge Services.   |
| Security:         | 24 Hour Security of the building.   |
| Emergency System: | Monitored emergency alert systems and coordination of emergency response to same.                                 |
| Social Programs:  | Coordinate a variety of social, recreational, educational and cultural programs for residents of the Condominium. |
| Group Outings:    | Transportation to shopping, banking and area attractions.   |
| Fitness:          | Access to equipment and organized fitness offerings.  |
| Library:          | Access to books and updated offerings.  |

### C. À la Carte Fee(s)

À la Carte Fees are based on Resident and Resident's guest(s) discretionary spending in the building. These fees are recorded where used and are invoiced and due monthly. Charges for À la Carte offerings 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.

#### Current Offerings:

Cable, Telephone and Internet:	Units are centrally wired, installation and monthly charges will be paid by Resident if service is desired.
Transportation:	Specially requested transportation to non-scheduled locations.
Dining and Catering Services:	Meals are served in the main dining room. Individual meals or meal packages are available. Resident may request individual catering services for special occasions. Room service and Guest meals are available as well.
Housekeeping and Laundry:	Housekeeping and laundry services as requested to be charged on an hourly basis.
Unit Maintenance:	Appliance repair and other maintenance services as necessary and on request by Resident will be charged on an hourly basis.
Convenience Store:	Cash free purchases available.
Barber and Beauty Shop:	Beauty and grooming services available on request.
Personal and Home Care Services:	Home care services available on request.
Outpatient Rehabilitation Services:	Physical, occupational and speech therapy.

### D. Storage Fees

Storage Fees are based on a license Resident signs with the Storage Unit Owner. The Manager collects these fees on behalf of the Storage Unit Owner. Storage spaces are limited and first come first served. When appropriate, Manager will keep a waiting list for same.



E. Indoor Parking Fees

Indoor Parking Fees are based on a license you sign with the Garage Unit Owner. The Manager collects these monthly fees on behalf of the Garage Unit Owner. Indoor garage spaces are limited, first come first served, and typically require an initial license fee based on demand. Where appropriate, Manager will keep a waiting list for same.

IV. FINANCIAL

A. Monthly Services Fee and Other Payments.

1. Right to Adjust Fees. Not more than twice each calendar year, Manager may make reasonable adjustments to the Monthly Fees. No change in the Monthly Fees shall be effective upon less than thirty (30) days advance written notice to Resident.
  
2. Monthly Statement. Manager will produce to Resident a detailed billing statement each month.
  
3. Late Fees. The amount due Manager from Resident, as reflected in the monthly statement, shall be due and payable upon receipt of the 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) PER MONTH UNTIL ALL ARREARAGE, FEES AND INTEREST ARE PAID IN FULL. IN ADDITION, INTEREST ON THE ARREARAGE WILL BE CHARGED AT THE RATE OF 1.5% PER MONTH. Resident shall pay all costs and reasonable attorney's fees associated with the collection of their past due amount.

IX. OTHER CONDITIONS

A. Notices.

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

B. Non-Transferability.

This agreement is non-transferable, non-assignable, and terminates if either party sells their interest in the condominium.

C. Oral Modification.

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

D. 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.

E. Representations.

Resident represents that all statements and documents submitted to Manager 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.

F. Resident Responsibility of Notice.

Resident shall be responsible for notifying Manager of any changes to Resident's household. This shall include persons intending to reside in Resident's condo or those intending to remain a guest for a period of more than 30 days. In the instance of long term guests, Manager shall have the right to collect, from Resident, an additional access fee. In the instance of a long term intention of residence, all new household members shall sign this agreement and agree to all terms herein.

G. Resident Rental of Condominium Unit.

In the instance that Resident rents their condominium unit, Resident shall be responsible to notify the Manager of the identity of all occupants, and shall be responsible for paying all fees set out herein which are attributable to the rental household. Resident agrees to be liable for all tenant violations of the condominium documents, rules and regulations, and/or terms of this agreement.

H. Documentation.

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

- i. The Master Deed of Seashore Point-Deaconess Condominium and the Declaration of Trust of Seashore Point-Deaconess Condominium Trust (the "Condominium Documents"); and
- ii. Written Amendments to this Agreement, if any.

Resident acknowledges consent to the terms of the foregoing documents and confirms that Resident or a trusted agent, 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.

*Signatures Contained on Next Page.*

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

Resident: \_\_\_\_\_

Resident: \_\_\_\_\_

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

\_\_\_\_\_  
Manager,

Seashore Pointe Service Co., LLC  
100 Alden Street  
Provincetown, MA 02657

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

Title: \_\_\_\_\_