BRANDYWINE

SENIOR LIVING AT HUNTINGTON TERRACE

ADULT HOME
AND
ENRICHED HOUSING PROGRAM

RESIDENCY AGREEMENT

70 PINELAWN ROAD
MELVILLE, NY 11747
631.531.0000
WWW.MONARCHCOMMUNITIES.COM

TABLE OF CONTENTS

ADULT HOME AND ENRICHED HOUSING PROGRAM
RESIDENCY AGREEMENT

This Residency Agreement (the "Agreement") is made by and between:

GWC-Huntington Terrace, Inc., operator of the assisted living residence known as Brandywine Senior Living at Huntington Terrace located at 70 Pinelawn Road, Melville, NY 11747, ("Operator"), and _____, ("Resident," "You," or "Your"), or_____, ("Resident's Representative," *if applicable*), or _____, ("Resident's Legal Representative, *if applicable*).
This Agreement is entered into as of _____, 20___, ("Effective Date").

RECITALS

A. The Operator is licensed by the New York State Department of Health, ("NYSDOH"), to operate at 70 Pinelawn Road. Melville, NY 11747 an Assisted Living Residence ("Residence") known as **Brandywine Senior Living at Huntington Terrace** as an Enriched Housing Program and Adult Home. The Resident seeks residency at the Residence for the following:

☐ **Adult Home ("AH")**
(Located in Building B)

OR

☐ **Enriched Housing Program ("EHP")**
(Located in Building A)

[Please check the appropriate box]

Additional Certifications:

☐ The Operator does not have any additional certifications at this location.

☒ The Operator is also certified to operate an Enhanced Assisted Living Residence ("EALR"), at this location. See Section II.C.1 for more information.

☒ The Operator is also certified to operate a Special Needs Assisted Living Residence ("SNALR), at this location. See Section II.C.2 for more information.

B. You have requested to become a resident at the Residence pursuant to the above indicated (**Adult Home** OR **Enriched Housing Program**) and the Operator has accepted your request.

AGREEMENT

I. Housing Accommodations and Services

Beginning on the Effective Date, Operator shall provide the following housing accommodations and services to You, subject to the other terms, limitations and conditions contained in this Agreement. This Agreement will remain in effect until amended or terminated by the parties in accordance with the provisions of this Agreement.

A. Housing Accommodations and Services

1. **Your Living Space**. You may occupy and use apartment #_____, ("Apartment") as identified on Exhibit I and subject to the terms of this Agreement. The Apartment occupancy will be indicated on Exhibit I. For purposes of this Agreement, a private apartment at the Residence is one with a single resident while a semi-private apartment may have two (2) residents. Semi-Private apartments include a single bed for each resident and either two (2) or one (1) bathroom shared by the two (2) residents.

2. **Common Areas**. You will have access to common areas for scheduled group activities or unscheduled group and/or individual recreation for at least ten (10) hours per day, between the hours of 9:00 AM and 8:00 PM. Specifically, You will be provided with the opportunity to use the general-purpose rooms at the Residence such as lounges, bistro, game room, library, and any additional common area(s) provided for the use and enjoyment of all residents. Whenever a common area is temporarily unavailable due to maintenance or administrative activities such as staff training, other common areas suitable for recreation will remain available for Your use. Such other common area(s) will be available for Your use twenty-four (24) hours per day, seven (7) days a week.

3. **Furnishings/Appliances Provided by The Operator**. You will be provided the use of the Apartment designated on Exhibit I. and the fixtures and property of Operator located in the Apartment, including carpeting, window treatment, microwave oven (not applicable to Special Needs), refrigerator, wardrobe/closet, a heating/cooling system with individualized control, and an emergency response system. A list of the furnishings and appliances provided to You by the Operator is attached as Exhibit II and incorporated into this Agreement. Upon move-in, You must complete a Furniture Sheet, indicating which furnishings and appliances provided by Operator You accept, and those You decline. See Exhibit III attached and incorporated into this Agreement.

4. **Furnishings/Appliances Provided by You.** You may choose to furnish Your Apartment, otherwise Operator will provide furnishings and appliances for Your Apartment on an as needed basis. If You elect to bring personal furnishings or belongings to the Residence, You must complete an Inventory of Your Property being brought to the Residence. Appliances other than a microwave are not permitted in apartments at the Residence. See attached Exhibit IV attached and incorporated into this Agreement.

B. Basic Services. The following basic services ("Basic Services") will be provided to You, in accordance with Your Individualized Services Plan ("ISP").

1. **Meals and Snacks.** Three (3) nutritionally well-balanced meals per day and snacks are included in Your Basic Rate. The following diets, as defined in the Residence's Special Diets Policy will be available to You if ordered by Your physician and included in Your ISP: (1) Regular; (2) No Added Salt; (3) No Concentrated Sweets; (4) Mechanically Altered Diet; (5) Finger Foods; (6) Thickened Liquids; (7) Double Portions; (8) Large Portions; and (9) Small Portions. Access to snacks and drinks is provided to residents by Operator twenty-four (24) hours a day, seven (7) days a week at the Residence, located in common areas or by request.

2. **Activities.** Operator will provide an organized and diverse program of planned activities, opportunities for community participation and services designed to meet Your physical, social, and spiritual needs, and will post a monthly schedule of activities in a readily visible common area of the Residence.

3. **Housekeeping.** Operator will provide weekly housekeeping services including vacuuming, dusting of all cleared horizontal surfaces, cleaning of bathroom and changing of Your bed linens.

4. **Linen Service.** When not supplied by the Resident, Operator will provide a minimum of two (2) sheets; one (1) pillowcase, one (1) pillow, at least one (1) blanket, one (1) bedspread, and towels and washcloths, all clean and in good condition. Operator will change bed linens once per week and towels twice per week.

5. **Laundry of Your Personal Washable Clothing.** Operator will facilitate washing, drying, and folding of Your personal laundry of up to one full laundry bag (supplied by Operator) once per week. Dry cleaning services are not included as Basic Services.

6. **Supervision on a 24-hour basis.** Operator will provide appropriate staff onsite to provide supervision services in accordance with law. Supervision will include monitoring (response to urgent or emergency needs or requests for assistance on a twenty-four (24) hour a day, seven (7) days a week basis as well as the other components of supervision as specified in law and required by NYSDOH. Such supervision does not include one-on-one continuous supervision.

7. **Case Management.** Operator will provide appropriate staff to provide case management services in accordance with law. Such case management services will be delivered by appropriate staff and include identification and evaluation of Your needs and interests, information and referral, and coordination with available resources to best address Your identified needs and interests.

8. **Development of ISP.** At admission, an ISP will be developed to address Resident's needs. This plan will be reviewed and revised every six (6) months and/or whenever ordered by Your physician or as frequently as necessary to reflect Your changing care needs. A copy of a blank ISP is attached as Exhibit V for Your reference.

9. **Personal Care.** Personal care services available to all residents will include a minimum of three and three-quarters (3.75) hours per week of direction and some assistance with grooming, dressing, bathing, toileting, walking and ordinary movement from bed to chair or wheelchair, eating (excluding feeding), using central dining services, meal consumptions, participation in the program of activities, assistance with self-administration of medication, and the taking and recording of monthly weights. Services for each resident are detailed in the Resident's ISP. Personal care services provided in excess of 3.75 hours/week may require that the Resident pay a higher monthly fee. Operator shall determine whether the Resident requires additional personal care services through a comprehensive Level of Care Evaluation ("LOC Evaluation") on admission and at least annually thereafter. See Exhibit VII.

C. Additional Services. Operator will make available to or arrange for the Resident additional services, or amenities available for an additional or supplemental fee from Operator directly or through arrangements with Operator as set forth on the Schedule of Fees. See Exhibit VII. The Schedule of Fees is subject to the terms and conditions of this Agreement. Operator reserves the right to add or remove additional services upon thirty (30) days prior written notice to the Resident.

D. Licensure/Certification Status of Other Providers. A listing of all providers offering home care or personal care services under an arrangement with the Operator, and a description of the licensure or certification status of each provider is set forth in Exhibit VIII. of this Agreement. Such Exhibit will be updated as frequently as necessary.

II. Disclosure Statement

GWC-Huntington Terrace, Inc., as Operator of Brandywine Senior Living at Huntington Terrace, hereby discloses the following, as required by Public Health Law § 4658(3).

A. Consumer Information Guide ("Guide"). The Guide was developed by the New York State Commissioner of Health and is attached as Exhibit XI. Residents are encouraged to reference the Guide as a resource; however, the specific provisions as detailed in the Guide are not incorporated into this Agreement.

B. Operator's Licensure. GWC-Huntington Terrace, Inc. as Operator, is licensed by the NYSDOH to operate the Residence, located at 70 Pinelawn Road, Melville, NY 11747, an Assisted Living Residence as well as an Enriched Housing Program and Adult Home.

C. Operator's Additional Certifications.

1. Operator is also certified to operate, at this location, the following programs:

Enhanced Assisted Living Residence ("EALR"). Maximum of 164 persons. Operator is able to serve and accommodate under its EALR Certification residents who are: (a) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; (b) have chronic unmanaged urinary or bowel incontinence; or (c) desire to continue to age in place in an Assisted Living Residence and who are assessed as requiring twenty-four (24) hour skilled nursing care or medical care and who meet the conditions stated in the "Enhanced Assisted Living Residence Addendum" attached hereto as Exhibit XVII.

Special Needs Assisted Living Residence ("SNALR"). Maximum of 34 persons. Operator can serve and accommodate under its SNALR Certification residents served under the Assisted Living Residency criteria who have: (a) Cognitive Impairment due to dementia; and/or (b) Behaviors that are not disruptive or dangerous to self or others.

These additional certifications may permit individuals who may develop conditions or needs that would otherwise make them no longer appropriate for continued residence in a basic Assisted Living Residence to be able to continue to reside in Brandywine Senior Living at Huntington Terrace and to receive either Enhanced Assisted Living services or Special Needs Assisted Living services, as long as the other conditions of residency set forth in this Agreement continue to be met.

2. Program Availability. Operator is currently approved to accommodate within the EALR and/or SNALR programs only up to the number of persons stated above. If Resident becomes appropriate for either program, or one of those apartments is available, Resident will be eligible to be admitted into the appropriate program. If, however, such apartments are at capacity and there are no vacancies, Operator will assist Resident to identify and obtain other appropriate living arrangements in accordance with NYSDOH's regulatory requirements. If Resident becomes eligible for and chooses to receive services in either the EALR or SNALR program within the Residence, it may become necessary for Resident to change apartments at which time Resident, Resident's Representative and/or Resident's Legal Representative must sign a new Residency Agreement or an Addendum to this Agreement. The Operator will post prominently in Brandywine Senior Living at Huntington Terrace, on a monthly basis, the then-current number of vacancies under its Enhanced Assisted Living Services and/or Special Needs Assisted Living programs.

Following is a list of other health related licensure or certification status of the Operator or others providing services at Brandywine Senior Living at Huntington Terrace: **Not Applicable**

D. The owner of the real property upon which the Residence is located is HCRI Emerald Holdings, LLC. The mailing address of such real property owner is 4500 Dorr St Toledo, Ohio 43615. The following individual is authorized to accept personal service on behalf of such real property owner: Tom Foos. The registered agent for service of process in Ohio is CSC-Lawyers Incorporating Service, 50 West Broad Street, Suite 1800, Columbus, OH 43215 and in New York it is Corporation Service Company, 80 State Street, Albany, NY 12207.

E. The Operator of Brandywine Senior Living at Huntington Terrace is GWC-Huntington Terrace, Inc. The mailing address of Operator is 70 Pinelawn Road, Melville, New York 11747. The following individual is authorized to accept service on behalf of Operator: Kristen Connelly, Executive Director, 70 Pinelawn Road Melville NY 11747.

F. The Operator does not hold any ownership in excess of ten percent (10%) (whether a legal or beneficial interest), in any entity that provides care, material, equipment, or other services to residents of the Residence.

G. No other entity that provides care, material, equipment, or other services to the residents of the Residence holds any ownership in the Operator.

H. All residents have the right to receive services from any provider, regardless of whether the Operator has an arrangement with the provider.

I. Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary.

J. Public funds may be used for payment of residential, supportive, or home health services, including but not limited to, availability of Medicare coverage of home health services. However, **residency at the Residence is one hundred percent (100%) private pay**, and thus its charges may exceed the amount of public funds available to the Resident.

K. The NYSDOH's toll-free telephone number for reporting of complaints regarding the services provided by Operator is 1-866-893-6772, or regarding Home Care Services is 1-800-628-5972.

L. The New York State Long Term Care Ombudsman Program ("NYSLTCOP") provides a toll-free number 1-855-582-6769 t to request an Ombudsman to advocate for the Resident. The NYSLTCOP web site is www.ombudsman.state.ny.us.

M. The local Long Term Care Ombudsman Program can be reached at 631-470-6755.

N. New York State's laws and regulations applicable to adult care facilities and assisted living residences can be found in Article 7 of the Social Services Law, Article 46-B of the Public Health

Law, 18 NYCRR section 485-488 and 10 NYCRR Part 1001. Operations are also subject to certain federal regulations found at 42 CFR 441.301(c)(4).

III. Fees

A. Basic Rate: *Select all that apply:*

☐ The Resident ☐ The Resident's Legal Representative
☐ The Resident's Representative ☐ Other: _____

agree(s) that they will pay, and the Operator agrees to accept, the following payment in full satisfaction of the Basic Services described in Section B of this Agreement ("Basic Rate"). As of the date of this Agreement, the Resident's Basic Rate is $_____ (per month). Assisted Living Residences are permitted to charge for services on a flat fee basis, where all Basic Services in Section I.B are included in a single fee, or a tiered fee basis, where charges for Basic Services in Section I.B are determined by the type of services provided or the number of hours of care provided. This is referred to as the "Basic Rate."
This Residence operates with ***a tiered fee*** Basic Rate. The Resident's Basic Rate is determined by the Resident's ISP or Level of Care Evaluation. See Exhibits V through VII.

B. Supplemental or Additional Fees. This Agreement includes a description of supplemental or additional fees from Operator directly or through arrangements with Operator, stating who provides such services if not Operator, and provide a detailed explanation of the services and amenities covered by the rates, fees, or charges. Any charges for supplemental fees by Operator, whether a part of Resident's Monthly Rate, Additional Fees, or Community Fee, shall be made only for services and supplies that are actually supplied to the Resident. See Exhibit VII Community Schedule of Fees.

1. **Additional Fees.** An "Additional Fee" is a fee for service, care or amenities that is in addition to those fees collected for the Resident's Basic Rate. Additional Fees include charges for personal care that goes beyond the services included in the Basic Rate but are prescribed by the Resident's Individualized Service Plan or Level of Care Evaluation. An Additional Fee can be charged if included in the fee schedule and selected by the Resident. In some cases, the law permits the Operator to charge an Additional Fee without the express written approval of the Resident. See Section I.B(8).

2. **Supplemental Fee:** A Supplemental Fee is a fee for service, care or amenities that is in addition to those fees included in the Basic Rate. A Supplemental Fee must be at the Resident's option. Any charges for Supplemental Fees by the Operator shall be made only for services and supplies that are actually supplied to the Resident.

3. **Community Fee.** A "Community Fee" is a one-time, non-refundable fee that Operator may charge and is payable at the time of admission. The Community Fee is equal to the Resident's Monthly Rate, is non-refundable as of the thirtieth (30th) day of residency and is not applied towards the Resident's Monthly Rate or any other future charges. You may

choose whether to accept the Community Fee as a condition of residency at the Residence or to reject the Community Fee and thereby reject residency at the Residence.

C. Rate or Schedule of Fees

1. **Schedule of Fees.** Attached as Exhibits VI and VII and made a part of this Agreement is a Schedule of Fees with a detailed explanation of the services and amenities covered by the rates, fees or charges, including (a) the Resident's Summary of Fees, including Your Basic Rate and any Community Fee and/or Additional Fees, for services, supplies, and amenities provided to You, and (b) the Community Fee Schedule which outlines Additional Services and associated fees.

2. **Fees for Increase in Level of Care.** If Operator provides You with any of the Additional Services as determined to be necessary by Your ISP or otherwise necessary for You to remain at the Residence, You (or individual(s) designated in Section III.A) will pay to Operator the charge for such Additional Services set forth in the Schedule of Fees.

3. **Third Party Services.** If any services are provided by third parties, the third party will bill You directly and You will be solely responsible for payment of those charges. Operator will not be responsible for payment for any services provided to You by third parties.

4. **Monthly Rate.** Your Monthly Rate will include the Basic Rate for Basic Services as well as charges for additional care per Your Level of Care Evaluation (e.g., increased personal care services). All charges for Additional Services, if any, are billed monthly by Operator and are due on the first (1st) calendar day of the month following the statement date.

IV. Billing and Payment Terms

A. Payment. Payment of Your Monthly Rate is due by the first (1st) calendar day of the month billed. Operator will provide You with a monthly statement itemizing fees, charges, and payments received and indicating any balances due. You may mail your payments to the Community at 70 Pinelawn Road, Melville, NY 11747 or deliver your payment to the business office.

B. Late Fees. You may be assessed a late fee in the amount indicated on the Schedule of Fees, which will not exceed 1.5% per month, for any fees that are not paid by the fifth (5th) calendar day of each month. You will pay the full amount of costs and expenses allowable by law that are incurred by Operator in collecting any amounts past due under this Agreement, including reasonable attorneys' fees and court costs, if assigned by a court.

C. Nonpayment. In the event You (or the individual(s) designated in Section III.A) are no longer able to pay for services provided for pursuant to this Agreement or Additional Services

or care needed by You, Operator may issue a notice of termination, as more fully described in Section XIII of this Agreement.

D. Adjustments to Basic Rate or Additional Fees

1. **Right to Notice.** You have the right to written notice of any proposed increase of the Basic Rate or any Additional or Supplemental Fees not less than forty-five (45) days prior to the effective date of the rate or fee increase, except as provided in the following section.

2. **Immediate Need for Increased Care.** If the Resident (or the individual(s) designated in Section III.A) agree in writing to a specific rate or fee increase, through an amendment of this Agreement, due to Resident's need for additional care, services or supplies, Operator may increase such rate or fee upon less than forty-five (45) days' notice, as detailed in the paragraphs below.

   a. If Operator provides additional care, services, or supplies upon the express written order of Your primary physician, Operator may, through an amendment to this Agreement, increase the Basic Rate or any charges for necessary adjustments to Your Level of Care upon less than forty-five (45) days written notice.

   b. In the event of any emergency which affects You, Operator may assess additional charges for Your benefit as are reasonable and necessary for services, material, equipment, and food supplied during such emergency.

3. **Community Fee.** Since a Community Fee is a one-time fee, there can be no subsequent increase in a Community Fee charged to You by Operator once You have been admitted as a Resident.

E. Bed Reservation. Operator agrees to reserve the Apartment as specified in Exhibit I, in the event of Your absence, the charge for this reservation is Your prorated Monthly Rate. The total of the daily rate for a one-month period may not exceed the established monthly rate. The length of time the space will be reserved will be agreed upon by You (or Your Representative) and Operator, based on the circumstances of Your absence. A provision to reserve an Apartment does not supersede the requirements for termination as set forth in this Agreement. You may choose to terminate this Agreement rather than reserve such Apartment but must provide Operator with any required notice.

1. **Resident's Spouse.** A spouse may occupy Your apartment with You, provided they are a resident of the Community. The Second Occupant must (a) meet all requirements for admission, (b) sign a separate residency agreement, and (c) pay all fees set forth in their residency agreement. Each person will receive an invoice. If Your apartment is occupied by a Second Occupant, the rates in each occupant's residency agreement will be adjusted to reflect a lower than typical housing accommodations and basic service fee for Your single occupancy apartment type. Thus, the housing accommodations and basic services

fee for the apartment type selected together with the second occupant fee will be totaled and pro-rated between You and the Second Occupant. If Your apartment is occupied by two residents and one resident later permanently vacates the apartment, regardless of the reason, the remaining resident's obligations under this Agreement will be adjusted to reflect the then current single occupancy rate for Your apartment type.

V. Resident Funds and Property

A. Refund/Return of Resident Monies and Property. Upon termination of this Agreement or at the time of Your discharge, but in no case more than three (3) business days after Your discharge, Operator must provide You, Your Representative and/or Legal Representative, and any other person designated by You, with a final written statement of Your payment and Personal Allowance Accounts at the Residence, a check for the outstanding balance of any advance payments on the basis of a *per diem proration*, if any, and any property or things of value held in trust or custody by operator under Section I.A(4) of this Agreement Operator shall also return to You any money that comes into Operator's possession after Your discharge by forwarding such funds to You. Operator shall contact you to retrieve any property or items of value that come into the possession of Operator after Your discharge or transfer and allow You at least three (3) days to pick up such items.

If You die, Operator must turn over Your property to the legally authorized representative of Your estate. If You die without a will and the whereabouts of Your next-of-kin is unknown, Operator shall contact the Surrogate's Court of the County wherein the Residence is located in order to determine what should be done with property of Your estate.

B. Transfer of Funds or Property to Operator. If you wish to voluntarily transfer money, property or things of value to the Operator upon admission or at any time following admission and during Your residency, and the Operator has agreed to accept such transfer, the Operator must enumerate the items given or promised to be given and attached to this agreement a listing of the items given or transferred. Such listing is attached as Exhibit IX and is made a part of this Agreement. Such listing shall include any agreements made by third parties for Your benefit.

C. Temporary Hold of Property or items of value held in the Operator's custody for You. If, upon admission or any other time, you wish to place property or things of value in the Operator's custody and the Operator agrees to accept the responsibility of such items, the Operator must enumerate the items so placed and attach to this Agreement a listing of such items. Such listing is attached as Exhibit IX of this Agreement.

VI. Operator's Fiduciary Responsibilities

A. Fiduciary Responsibility for Resident Funds. If the Operator assumes management responsibility over Your funds, the Operator shall maintain such funds in a fiduciary capacity to You. Any interest on money received and held for You by the Operator shall be Your property.

B. Tipping. Operator must not accept, nor allow the Residence staff or agents to accept, any tip or gratuity in any form for any services provided or arranged for as specified by statute, regulation, or agreement.

C. Personal Allowance Accounts. Some recipients of Supplemental Security Income ("SSI") may be entitled to a monthly personal allowance in accordance with Social Services Law. The Operator agrees to offer to establish a personal allowance account for any Resident who receives either SSI or Safety Net Assistance ("SNA") payments by executing a Statement of Offering (DOH-5195) with You or Your Representative. You agree to inform the Operator if You receive or have applied for SSI or SNA funds. SSI is a federal program for those who meet the definition of disabled and have limited income and resources. Information regarding SSI is available at https://otda.ny.gov/programs/disability-determinations/.

SNA provides cash assistance to eligible individuals who meet specific criteria. SNA information is available online at https://otda.ny.gov/programs/temporaryassistance/

You must complete the following:

☐ I receive SSI funds OR ☐ I have applied for SSI funds
☐ I receive SNA funds OR ☐ I have applied for SNA funds
☐ I do not receive either SSI or SNA funds

If You have a signatory to this agreement besides Yourself and if that signatory does not choose to place Your personal allowance funds in a Residence-maintained account, then that signatory hereby agrees that they will comply with the Supplemental Security Income (SSI) or Safety Net Assistance (SNA) personal allowance requirements.

VII. Admission and Retention Criteria for an Assisted Living Residence

A. Admission and Retention. Operator shall not admit any Resident if Operator is not able to meet the care needs of the Resident, within the scope of services authorized under such law, and within the scope of services determined necessary within the Resident's ISP. Operator shall not admit any Resident in need of twenty-four (24) hour skilled nursing care. An operator shall not exclude an individual on the basis of an individual's mobility impairment and shall make reasonable accommodations to the extent necessary to admit such individuals, consistent with federal, state and local laws.

B. Pre-Admission Evaluation. Operator shall conduct an initial pre-admission evaluation of a prospective Resident to determine whether or not the individual is appropriate for admission. Operator has conducted such evaluation of Yourself and has determined that You are appropriate for admission to this Residence, and that Operator is able to meet Your care needs within the scope of services authorized under the law and within the scope of services determined necessary for You per Your ISP.

C. Change of Care/Transfer to EALR. If You are residing in "Basic" Assisted Living and your care needs subsequently change in the future to the point that You require either Enhanced Assisted Living Care or twenty-four (24) hour skilled nursing care, You will no longer be appropriate for residency in this Residence. If this occurs, the Operator will take the appropriate action to terminate this Agreement, pursuant to Section IX below.

However, if Operator also has an approved Enhanced Assisted Living Certificate, has an apartment available, and is able and willing to meet Your needs in such apartment, You may be eligible for residency in such Enhanced Assisted Living apartment.

D. EALR. If You are being admitted to a duly certified Enhanced Assisted Living Residence, the additional terms of the "Enhanced Assisted Living Residence Addendum" will apply. The EALR Addendum is attached hereto as Exhibit XVI.

1. Enhanced Assisted Living Care is provided to persons who desire to continue to age in place in an Assisted Living Residence and who: (a) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or (b) have chronic unmanaged urinary or bowel incontinence.

2. Enhanced Assisted Living Care may also be provided to certain persons who desire to continue to age in place in an Assisted Living Residence and who are assessed as requiring twenty-four (24) hour skilled nursing care or medical care and who meet the conditions stated in the EALR Addendum.

E. SNALR. If You are being admitted to a Special Needs Assisted Living Residence, the "Special Needs Assisted Living Residence Addendum" will apply. The SNALR Addendum is attached hereto as Exhibit XVII.

VIII. Rules of the Residence

Attached as Exhibit XI and made a part of this Agreement are the "Rules of the Residence." By signing this Agreement, You, Your Representative, and/or Your Legal Representative agree to obey all Rules of the Residence.

IX. Responsibilities of Resident, Resident's Representative and Resident's Legal Representative

You (or the individual(s) designated in Section III.A) to the extent specified in this Agreement, are responsible for the following:

A. Payment of the Basic Rate and any authorized Additional Fees and Community Fees as detailed in this Agreement.

B. Supply of personal clothing and effects.

C. Payment of all medical expenses including transportation for medical purposes, except when payments are available under Medicare, Medicaid, or other third-party coverage.

D. At the time of admission and at least once every twelve (12) months, or more frequently if a change in condition warrants, providing Operator with a dated and signed medical evaluation that conforms to regulations of NYSDOH.

E. Promptly informing Operator of changes in Your health status, physician(s), and/or medications.

F. Promptly informing the Operator of changes of name, address and/or phone number of Your Representative and/or Your Legal Representative.

X. Termination and Discharge

This Residency Agreement and residency at Brandywine Senior Living at Huntington Terrace may be terminated in any of the following ways:

A. Termination by Both or Either Party.

1. By mutual agreement between You, Your Representative, or Your Legal Representative and Operator;

2. Upon thirty (30) days written notice from You, Your Representative, or Your Legal Representative to Operator of Your intention to terminate this Agreement and leave the Residence;

3. Upon thirty (30) days written notice from Operator to You, Your Representative, Your Legal Representative, Your next of kin, and/or the individual(s) designated in Section III.A of this Agreement.

B. Involuntary Termination (Discharge). Involuntary termination of a Residency Agreement is permitted only for the reasons listed below, and then only if Operator initiates a court proceeding and the court rules in favor of Operator:

1. You require continual medical or nursing care which the Residence is not permitted by law or regulation to provide;

2. If Your behavior poses imminent risk of death or imminent risk of serious physical harm to You, the Resident or anyone else;

3. If You fail to make timely payment for all authorized charges, expenses, and other assessments, if any, for services including use and occupancy of the premises, materials, equipment, and food which You have agreed to pay under this Agreement. If Your failure to make timely payment resulted from an interruption in Your receipt of any public benefit to which You are entitled, no involuntary termination of this Agreement can take place unless Operator, during the thirty (30) day period of notice of termination, assists You in obtaining such public benefits or other available supplemental public benefits. You agree to cooperate with such efforts by Operator to obtain such benefits;

4. You repeatedly behave in a manner that directly impairs the well-being, care or safety of Yourself or any other Resident, or which substantially interferes with the orderly operation of the Residence;

5. Operator has had their operating certificate limited, revoked, temporarily suspended or Operator has voluntarily surrendered the operation of the Residence; and/or

6. A receiver has been appointed pursuant to Section 461-f of the New York State Social Services Law and is providing for the orderly transfer of all residents in the Residence to other residences or is making other provisions for the Residents' safety and care.

C. Notice. If Operator decides to terminate this Agreement for any of the reasons stated above, Operator will give You a notice of termination and discharge, the notice will include the date of the termination, which must be at least thirty (30) days after delivery of notice, the reason for termination, a statement of Your right(s) to object, and a list of free legal advocacy resources approved by NYSDOH.

D. Resident's Recourse. The following paragraphs include additional information regarding Resident's recourse in the event Operator seeks to terminate this Agreement:

1. You may object to Operator about the proposed termination and may be represented by an attorney or advocate. If You challenge the termination, Operator, in order to terminate, must institute a special proceeding in court. You will not be discharged against Your will unless the court rules in favor of Operator.

2. While legal action is in progress, Operator must not seek to amend the Residency Agreement in effect as of the date of the notice of termination, fail to provide any of the care and services required by NYSDOH regulations and the Residency Agreement, or engage in any action to intimidate or harass You.

3. You and Operator are free to seek any other judicial relief to which you may be entitled. Operator must assist You, if Operator proposes to transfer or discharge You, to the extent necessary to assure, whenever practicable, Your placement in a care setting which is adequate, appropriate, and consistent with Your wishes.

XI. Transfer

Notwithstanding the above, an Operator may seek appropriate evaluation and assistance and may arrange for Your transfer to an appropriate and safe location, prior to termination of a Residency Agreement and without thirty (30) days' notice or court review, for the following reasons:

A. When You, develop a communicable disease, medical or mental condition, or sustains and injury such that continual skilled medical or nursing services are required.

B. In the event that Your behavior poses an imminent risk of death or serious physical injury to

him/herself of others; or

C. When a Receiver has been appointed under the provisions of New York State Social Services Law and is providing for the orderly transfer of all Residents in the Residence to other residences or is making other provisions for the Residents' continued safety and care.

D. If You are transferred, in order to terminate Your Residency Agreement, Operator must proceed with the requirements as set forth in Section IX of this Agreement, except that the written notice of termination must be hand delivered to You at the location to which You have been transferred. If such hand delivery is not possible, then the notice must be given by any of the methods provided by law for personal service upon a natural person. For residents admitted to the Special Needs Assisted Living Residence or who have a guardian appointed, services will be made to the resident's representative or next of kin by certified mail, with a copy to the resident by certified mail.

E. If the basis for the transfer permitted under parts A and B above of this Section no longer exists, You are deemed appropriate for placement in this Residence and if the Residency Agreement is still in effect, You must be readmitted.

XII. Rights and Responsibilities of Residences in Assisted Living Residences

Attached as Exhibit XII and made a part of this Agreement is a statement of "Rights and Responsibilities of Residents in Assisted Living Residences" ("Statement"). This Statement will be posted in a readily visible common area in the Residence. Operator agrees to treat You in accordance with such Statement.

XIII. Complaint Resolution

A. Resident Grievance Policy and Procedures. Operator's policy and procedures for receiving and responding to resident grievances and recommendations for change or improvement in the Residence's operations and programs are attached as Exhibit XIII and made a part of this Agreement. In addition, such procedures will be posted in a readily visible common area of the Residence.

B. Resident Councils. Operator agrees that the residents of the Residence may organize and maintain councils or such other self-governing bodies as the residents may choose. Operator agrees to address any complaints, problems, issues, or suggestions reported by the residents' organization(s) and to provide a written report to the residents' organization(s) that addresses the same.

C. Ombudsman Program. Complaint handling is a direct service of the Long-Term Care Ombudsman Program. The Long-Term Care Ombudsman is available to identify, investigate and resolve Your complaints in order to assist in the protection and exercise of Your rights.

XIV. Pets

A. Permitted Pets. Cats and small dogs are permitted to reside in the Resident's apartment with Operator's/Operator's Representatives' pre-approval.

B. Pet Restrictions. The following breeds of dogs are not permitted to be kept as pets by residents: (a) Chows; (b) German Shepherds; (c) Pit bulls; and (d) Rottweilers. Additionally, pets exceeding eighteen (18) inches in height, or thirty (30) pounds, regardless of species or breed are not permitted.

C. Pet Addendum. If You wish to bring a pet to the Residence, please review and complete the Pet Addendum included with this Agreement as Exhibit XV. The Pet Addendum contains important information regarding the Residence's pet policies and the Resident's responsibilities.

XV. Miscellaneous Provisions

The following provisions are made part of this Agreement:

A. This Agreement constitutes the entire Agreement of the parties.

B. This Agreement may be amended upon the written agreement of the parties; provided however, that any amendment or provision of this Agreement not consistent with the applicable statute and regulation shall be null and void and the terms of the applicable statute or regulation shall be null and void.

C. Waiver by the parties of any provision in this Agreement which is required by statute or regulation shall be null and void.

D. Operator recommends that You maintain Your own health, personal property, liability, automobile (*if applicable*) and other insurance coverage in appropriate amounts. You acknowledge that Operator is not an insurer of Your person or property. Operator will not be liable to You for any personal injury or property damage suffered by You or Your agents, guests, or invitees unless caused by the negligence or misconduct of Operator or its employees or agents.

E. Operator seeks Your permission to use photographs or videos of You taken during your residency at the Residence for internal activities and events or for medical purposes. You must complete the "Photography Release," attached as Exhibit XIV, indicating whether You choose to grant Operator such permission.

F. Any notices to be given under this Agreement will be deemed to have been properly given when delivered personally or when mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Resident: Addressed to the Apartment or such other address as You may designate by written notice to Operator.

If to the Operator: Addressed to the attention of the current Executive Director at Operator's address.

G. This Agreement is not assignable by You without prior written consent of Operator.

H. You will be liable and responsible for all obligations referenced in this Agreement, whether these obligations are monetary or otherwise, and where this Agreement has been executed by You, Your Representative, Your Legal Representative, and/or other individual(s) as designated in Section III.A of this Agreement, or where a separate Responsible Party Agreement has been executed by a third party; said third party and/or Responsible Party and You will be jointly and severally liable and responsible for all of Your obligations under this Agreement.

XVI. Agreement Authorization

We, the undersigned, reflect all parties to be charged under this Agreement per Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(2)(i), have read this Agreement, have received a duplicate copy thereof, and agree to abide by the terms and conditions therein.

Resident Signature	Print Name	Date
Resident's Representative Signature (*if applicable*)	Print Name	Date
Resident's Legal Representative Signature (*if applicable*)	Print Name	Date
Operator/Operator's Representative's Signature	Print Name	Date

Personal Guarantee of Payment (*optional*)

Per Title 10 of New York Codes, Rules, and Regulations at section 1001.8(f)(4)(xvii), Operator cannot mandate that a resident or other person agree to a guarantor of payment as a condition of admission unless Operator has reasonably determined on a case-by-case basis, that the prospective resident would lack either the current capacity to manage financial affairs and/or the financial means to assure payments due under this Agreement.

I,_____, personally, guarantee payment of charges for Resident's Basic Rate.

I,_____, personally, guarantee payment of charges for the following services, materials, or equipment, provided to Resident, that are not covered by the Basic Rate, including but not limited to, the services/care required pursuant to the Level of Care required as determined by the Resident's Individualized Service Plan and/or any other additional services actually rendered to Resident.

_____

Guarantor's Signature Print Name Date

Guarantor of Payment of Public Funds (*Optional*)

Guarantor of Payment of Public Funds If You have a signatory to this Agreement besides Yourself and that signatory controls all or a portion of Your public funds (SSI, Safety Net, Social Security, Other), and if that signatory does not choose to have such public funds delivered directly to the Operator, then the signatory hereby agrees that he/she will personally guarantee continuity of payment of the Basic Rate and any agreed upon charges above and beyond the Basic Rate from either Your Personal Funds (other than Your Personal Needs Allowance), or SSI, Safety Net, Social Security or other public benefits, to meet Your obligations under this Agreement.

Guarantor's Signature Print Name Date

Exhibit I.

IDENTIFICATION OF RESIDENT'S APARTMENT

RESIDENT NAME:_____**APARTMENT #:**_____

APARTMENT TYPE

☐ Studio I
☐ Studio II
☐ One Bedroom Apartment
☐ Two Bedroom Apartment
☐ Two Bedroom/Two Bathroom Apartment
☐ Memory Care Studio I
☐ Memory Care Studio II
☐ Memory Care Studio III

APARTMENT OCCUPANCY

☐ Semi-Private (Shared)
☐ Private

LICENSE CATEGORY

Enriched Housing Program- Building A

☐ ALR Assisted Living Residence

☐ EALR Enhanced Assisted Living Residence

Adult Home –Building B

☐ ALR Assisted Living Residence

☐ EALR Enhanced Assisted Living Residence

☐ SNALR Special Needs Assisted Living Residence

Resident (or Resident's Representative's) Initials _____

Exhibit II.

FURNISHINGS /APPLIANCES PROVIDED BY OPERATOR

Adult Home: As a resident of an Adult Home, in accordance with Section 487.11(i)(4) of Title 18, New York Codes Rules, and Regulations, Operator will provide you with the following:

1. A standard single bed, well-constructed, in good repair, and equipped with (a) clean springs maintained in good condition; (b) a clean, comfortable, well-constructed mattress, standard in size for the bed; and (c) a clean comfortable pillow of average bed size.
2. A chair.
3. A table.
4. A lamp.
5. Lockable storage facilities, which cannot be removed at will, for personal articles and medications.
6. Individual dresser and closet space for the storage of resident clothing.
7. Hinged, lockable entry door.
8. Hinged lockable bathroom doors in all shared bathrooms;
9. Bed linens including (a) two sheets; (b) pillowcase; (c) at least one blanket; and (d) a bedspread.
10. Bath linens such as towels and washcloths.
11. Toiletries including soap and toilet tissue.

Enriched Housing Program: As a resident of an Enriched Housing Program, in accordance with Section 488.11(f) of Title 18, New York Codes Rules, and Regulations, Operator will provide you with the following:

1. Basic furniture and household items, appropriate to size and function and intended for common use;
2. a standard single bed in good repair, a chair, a lamp:
3. lockable storage facilities for personal articles and medication, which cannot be removed at will;
4. individual dresser and closet space for the storage of clothing;
5. Hinged, lockable entry door.
6. Hinged lockable bathroom doors in all shared bathrooms;
7. household supplies and equipment including soap and toilet tissue;
8. shaded light fixtures;
9. one telephone;
10. dishes, glasses, utensils, table;
11. access to radios and television sets; and
12. household linens including at minimum, a pillow, pillowcase, two sheets, blankets, a bedspread, towels, and washcloths.

Resident (or Resident's Representative's) Initials _____

Exhibit III.

Furniture Sheet

RESIDENT NAME:_____ **APARTMENT #:**_____

MOVE-IN DATE:_____

Please indicate which furnishings provided by the Operator You wish to accept or decline:

	Accept	Decline
Bed	☐	☐
Dresser (chest of drawers)	☐	☐
Nightstand	☐	☐
Chair	☐	☐
Lamp	☐	☐
Linens	☐	☐
Other:_____	☐	☐
Other:_____	☐	☐

I,_____, agree the furniture being provided is property of and owned by the Operator and is strictly for use during my residency. There is no charge for the furniture during this time. I am responsible for returning all property at the time my residency terminates. If at the time of move-out any of the furniture is missing, I will be responsible for the cost of replacement. In addition, I will be responsible for the replacement of furniture that is damaged above and beyond normal wear and tear.

Resident Signature	Print Name	Date
Resident's Representative's Signature *(if applicable)*	Print Name	Date
Resident's Legal Representative's Signature (*if applicable*)	Print Name	Date
Operator/Operator's Representative's Signature	Print Name	Date

Exhibit IV.

NEW YORK STATE DEPARTMENT OF HEALTH
Division of ACF/Assisted Living Surveillance

Adult Care Facility Inventory of Resident Property

FACILITY NAME: _____ **OPERATING CERTIFICATENUMBER:** _____

ITEM	QUANTITY	ESTIMATED $ VALUE (if known)	DESCRIPTION	RESIDENT NAME / INVENTORY DATE	DATE RETURNED TORESIDENT	RESIDENT INITIALS
RESIDENT SIGNATURE X		DATE	AUTHORIZED FACILITY REPRESENTATIVE SIGNATURE X	DATE		

BQA Digitally signed by BQA Date: 2026.05.05 14:58:33 -04'00'

Exhibit V.
Please see attached PDF for page 25-49

Exhibit VI.

SCHEDULE OF FEES (RESIDENT SUMMARY OF FEES)

Resident Name:_____ **Apartment #**_____
Date:_____ **Scheduled Move-in Date:**_____

Fee Summary

Monthly Basic Rate ☐ Assisted Living ☐ Memory Care $_____
Level of Care Fee (*if applicable*) $_____
Spouse / 2nd Person Fee (*if applicable*) $_____

MONTHLY TOTAL **$**_____

Community Fee (one-time, nonrefundable charge) $_____

Billing / Mailing Address:

Name:_____

Phone number: _____

Email Address: _____

Address:_____
(House # and Street) (City) (State) (Zip Code)

Relationship to Resident: ☐ Resident ☐ Resident Representative

---

By signing below, I acknowledge that I have read and understand the above-listed fees. I hereby agree to the Schedule of Fees effective as of _____.

Resident's Signature Print Name Date

Resident's Representative's Signature (*if applicable*) Print Name Date

Operator/Operator's Representative Signature Print Name Date

Exhibit VII.

COMMUNITY SCHEDULE OF FEES

Fees Due Prior To or At Admission

Community Fee (One-time charge)	$ One Month's Basic Rate

Monthly Basic Rates

Assisted Living (AH/EHP) (starting at)	$6,000.00
Spouse / 2nd Person	$1,500.00
Reflections (Memory Care) (starting at)	$10.000.00
Spouse / 2nd Person	$3,500.00
Respite Fee (Does NOT include Room/Board or Care)	$800.00 additional

Level of Care Fees

Assisted Living (ALR/EALR) (AH & EHP)		***Reflections* (Memory Care)**	
Base	$0/month	**Base**	$0/month
Level 1	$ 1,650.00/month	**Reflections Level 1**	$1,000.00/month
Level 2	$ 2,650.00/month	**Reflections Level 2**	$2,000.00/month
Level 3	$ 3,650.00/month	**Reflections Level 3**	$3,000.00/month
Level 4	$ 4,650.00/month		
Level 5	$ 5,650.00/month		

Medication Administration Assistance Fees

Medication Administration Assistance is included in the monthly base rate for all AL and *Reflections* levels.

Late Payment Fees

A late fee in the amount of 1.5 % will be assessed on any outstanding monthly balance not paid by the fifth (5th) calendar day of each month.

Resident (or Resident's Representative's) Initials _____

Supplemental Services Fees

1. Clinical Services	
Emergency Pendant Fee (*optional*)	$150.00
(If pendant is declined, initial here_____)	
Emergency Pendant Replacement Fee (*if appliable*)	$150.00
Medical supplies, toiletries, dietary supplements incontinence products	Billed directly by Pharmacy
2. Guest Meal Services	
Meal Delivery (per meal)	$8.00
Breakfast	$10.00
Lunch	$15.00
Dinner	$20.00
Special Events	TBD per event
3. Pet Services	
Deposit (refundable if no damage)	$500.00
Monthly Pet Fee	$30.00
4. Salon Services	As posted
5. Television and Telephone Services	
Cable Television services	Billed directly by Optimum
Phone services	Billed directly by Optimum
6. Transportation Services	
Occasional trips / Special functions (Arranged through Life Enrichment Director)	Cost determined prior to services
Medical Transportation	No charge within 10-mile radius

Resident (or Resident's Representative's) Initials _____

Exhibit VIII.

LICENSURE/CERTIFICATION STATUS OF OTHER PROVIDERS

At this time there are no providers offering home care or health care services under any arrangement with the Operator. The Community, however, will make every effort to assist you in obtaining appropriate home care or health care services if You so desire, and will coordinate the care provide by the operator and the additional nursing, medical and/or hospice services.

Exhibit IX.

TRANSFER OF RESIDENT FUNDS OR PROPERTY TO OPERATOR

Listed below are items (i.e. money, property or things of value) that You wish to transfer voluntarily to the Operator upon admission or at any time:

1.
2.
3.
4.
5.
6.
7.
8.
9.
10.

By signing below, I acknowledge that pursuant to Section V.B of this Residency Agreement, I wish to voluntarily transfer the above-listed money, property or things of value to the Operator.

Resident's Signature	Print Name	Date
Resident's Representative's Signature (*if applicable*)	Print Name	Date
Operator/Operator's Representative Signature	Print Name	Date

Exhibit X.

TEMPORARY HOLD OF RESIDENT PROPERTY IN OPERATOR'S CUSTODY

Please complete if you wish to place property or things of value in the Operator's custody during your residency at the Residence.

			RESIDENT NAME	INVENTORY DATE	DATE RETURNED TO RESIDENT	RESIDENT INITIALS
ITEM	QUANTITY	ESTIMATED $ VALUE (if known)	DESCRIPTION			
RESIDENT SIGNATURE X		DATE	AUTHORIZED FACILITY REPRESENTATIVE SIGNATURE X	DATE		

Exhibit XI.

CONSUMER INFORMATION GUIDE: ASSISTED LIVING RESIDENCE

TABLE OF CONTENTS

INTRODUCTION

This consumer information guide will help you decide if an assisted living residence is right for you and, if so, which type of assisted living residence (ALR) may best serve your needs.

There are many different housing, long-term care residential and community based options in New York State that provide assistance with daily living. The ALR is just one of the many residential community-based care options.

The New York State Department of Health's (DOH) website provides information about the different types of long-term care at www.nyhealth.gov/facilities/long_term_care/ .

More information about senior living choices is available on the New York State Office for the Aging website at www.aging.ny.gov/ResourceGuide/Housing.cfm .

A glossary for definitions of terms and acronyms used in this guide is provided on pages 10 and 11.

WHAT IS AN ASSISTED LIVING RESIDENCE (ALR)?

An Assisted Living Residence is a certified adult home or enriched housing program that has additionally been approved by the DOH for licensure as an ALR. An operator of an ALR is required to provide or arrange for housing, twenty-four hour on-site monitoring, and personal care services and/or home care services in a home-like setting to five or more adult residents.

ALRs must also provide daily meals and snacks, case management services, and is required to develop an individualized service plan (ISP). The law also provides important consumer protections for people who reside in an ALR.

ALRs may offer each resident their own room, a small apartment, or a shared space with a suitable roommate. Residents will share common areas, such as the dining room or living room, with other people who may also require assistance with meals, personal care and/or home care services.

The philosophy of assisted living emphasizes personal dignity, autonomy, independence, privacy, and freedom of choice. Assisted living residences should facilitate independence and helps individuals to live as independently as possible and make decisions about how they want to live.

WHO OPERATES ALRs?

ALRs can be owned and operated by an individual or a for-profit business group or corporation, a not-for-profit organization, or a government agency.

PAYING FOR AN ALR

It is important to ask the ALR what kind of payment it accepts. Many ALRs accept private payment or long term care insurance, and some accept Supplemental Security Income (SSI) as the primary method of payment. Currently, Medicaid and Medicare will NOT pay for residing in an ALR, although they may pay for certain medical services received while in the ALR.

Costs vary among ALRs. Much of the variation is due to the types and level of services provided and the location and structure of the residence itself.

TYPES OF ALRs AND RESIDENT QUALIFICATIONS

There are three types of ALRs: Basic ALRs (ALR), Enhanced ALRs (EALR), and Special Need ALRs (SNALR). The services provided, offered or permitted vary by type and can vary from residence to residence. Prospective residents and their representatives should make sure they understand the type of ALR, and be involved in the ISP process (described below), to ensure that the services to be provided are truly what the individual needs and desires.

Basic ALR: A Basic ALR takes care of residents who are medically stable. Residents need to have an annual physical exam, and may need routine medical visits provided by medical personnel onsite or in the community.

Generally, individuals who are appropriately served in a Basic ALR are those who:

- Prefer to live in a social and supportive environment with 24-hour supervision;
- Have needs that can be safely met in an ALR;
- May be visually or hearing impaired;
- May require some assistance with toileting, bathing, grooming, dressing or eating;
- Can walk or use a wheelchair alone or occasionally with assistance from another person, and can self-transfer;
- Can accept direction from others in time of emergency;
- Do not have a medical condition that requires 24-hour skilled nursing and medical care; or
- Do not pose a danger to themselves or others.

The Basic ALR is designed to meet the individual's social and residential needs, while also encouraging and assisting with activities of daily living (ADLs). However, a licensed ALR may also be certified as an Enhanced Assisted Living Residence (EALR) and/or Special Needs Assisted Living Residence (SNALR) and may provide additional support services as described below.

Enhanced ALR (EALR): Enhanced ALRs are certified to offer an enhanced level of care to serve people who wish to remain in the residence as they have age-related difficulties beyond what a Basic ALR can provide. To enter an EALR, a person can "age in place" in a Basic ALR or enter directly from the community or another setting. If the goal is to "age-in-place," it is important to ask how many beds are certified as enhanced and how your future needs will be met.

People in an Enhanced ALR may require assistance to get out of a chair, need the assistance of another to walk or use stairs, need assistance with medical equipment, and/or need assistance to manage chronic urinary or bowel incontinence.

An example of a person who may be eligible for the Enhanced ALR level of care is someone with a condition such as severe arthritis who needs help with meals and walking. If he or she later becomes confined to a wheelchair and needs help transferring, they can remain in the Enhanced ALR.

The Enhanced ALR must assure that the nursing and medical needs of the resident can be met in the facility. If a resident comes to need 24-hour medical or skilled nursing care, he/she would need to be transferred to a nursing facility or hospital unless all the criteria below are met:

a) The resident hires 24-hour appropriate nursing and medical care to meet their needs;

b) The resident's physician and home care services agency decide his/her care can be safely delivered in the Enhanced ALR;

c) The operator agrees to provide services or arrange for services and is willing to coordinate care; and

d) The resident agrees with the plan.

Special Needs ALR (SNALR): Some ALRs may also be certified to serve people with special needs, for example Alzheimer's disease or other types of dementia. Special Needs ALRs have submitted plans for specialized services, environmental features, and staffing levels that have been approved by the New York State Department of Health.

The services offered by these homes are tailored to the unique needs of the people they serve. Sometimes people with dementia may not need the more specialized services required in a Special Needs ALR, however, if the degree of dementia requires that the person be in a secured environment, or services must be highly specialized to address their needs, they may need the services and environmental features only available in a Special Needs ALR. The individual's physician and/or representative and ALR staff can help the person decide the right level of services.

An example of a person who could be in a Special Needs ALR, is one who develops dementia with associated problems, needs 24-hour supervision, and needs additional help completing his or her activities of daily living. The Special Needs ALR is required to have a specialized plan to address the person's behavioral changes caused by dementia. Some of these changes

may present a danger to the person or others in the Special Needs ALR. Often such residents are provided medical, social or neuro-behavioral care. If the symptoms become unmanageable despite modifications to the care plan, a person may need to move to another level of care where his or her needs can be safely met. The ALR's case manager is responsible to assist residents to find the right residential setting to safely meet their needs.

Comparison of Types of ALRs

	ALR	EALR	SNALR
Provides a furnished room, apartment or shared space with common shared areas	X	X	X
Provides assistance with 1-3 meals daily, personal care, home care, housekeeping, maintenance, laundry, social and recreational activities	X	X	X
Periodic medical visits with providers of resident choice are arranged	X	X	X
Medication management assistance	X	X	X
24 hour monitoring by support staff is available on site	X	X	X
Case management services	X	X	X
Individualized Service Plan (ISP) is prepared	X	X	X
Assistance with walking, transferring, stair climbing and descending stairs, as needed, is available		X	
Intermittent or occasional assistance from medical personnel from approved community resources is available	X	X	X
Assistance with durable medical equipment (i.e., wheelchairs, hospital beds) is available			X
Nursing care (i.e. vital signs, eye drops, injections, catheter care, colostomy care, wound care, as needed) is provided by an agency or facility staff		X	
Aging in place is available, and, if needed, 24 hour skilled nursing and/or medical care can be privately hired		X	
Specialized program and environmental modifications for individuals with dementia or other special needs			X

HOW TO CHOOSE AN ALR

VISITING ALRs: Be sure to visit several ALRs before making a decision to apply for residence. Look around, talk to residents and staff and ask lots of questions. Selecting a home needs to be comfortable.
Ask to examine an "open" or "model" unit and look for features that will support living safely and independently. If certain features are desirable or required, ask building management if they are available or can be installed. Remember charges may be added for any special modifications requested.

It is important to keep in mind what to expect from a residence. It is a good idea to prepare a list of questions before the visit. Also, taking notes and writing down likes or dislike about each residence is helpful to review before making a decision.

***THINGS TO CONSIDER*:** When thinking about whether a particular ALR or any other type of community-based housing is right, here are some things to think about before making a final choice.

Location: Is the residence close to family and friends?

Licensure/Certification: Find out the type of license/certification a residence has and if that certification will enable the facility to meet current and future needs.

Costs: How much will it cost to live at the residence? What other costs or charges, such as dry cleaning, cable television, etc., might be additional? Will these costs change?

Transportation: What transportation is available from the residence? What choices are there for people to schedule outings other than to medical appointments or trips by the residence or other group trips? What is within safe walking distance (shopping, park, library, bank, etc.)?

Place of worship: Are there religious services available at the residence? Is the residence near places of worship?

Social organizations: Is the residence near civic or social organizations so that active participation is possible?

Shopping: Are there grocery stores or shopping centers nearby? What other type of shopping is enjoyed?

Activities: What kinds of social activities are available at the residence? Are there planned outings which are of interest? Is participation in activities required?

Other residents: Other ALR residents will be neighbors, is this a significant issue or change from current living arrangement?

Staff: Are staff professional, helpful, knowledgeable and friendly?

Resident Satisfaction: Does the residence have a policy for taking suggestions and making improvements for the residents?

Current and future needs: Think about current assistance or services as well as those needed in several years. Is there assistance to get the services needed from other agencies or are the services available on site?

If the residence offers fewer Special Needs beds and/or Enhanced Assisted Living beds than the total capacity of the residence, how are these beds made available to current or new residents? Under what conditions require leaving the residence, such as for financial or for health reasons? Will room or apartment changes be required due to health changes? What is the residence's policy if the monthly fee is too high or if the amount and/or type of care needs increase?

Medical services: Will the location of the facility allow continued use of current medical personnel?

Meals: During visit, eat a meal. This will address the quality and type of food available. If, for cultural or medical reasons, a special diet is required, can these types of meals be prepared?

Communication: If English is not the first language and/or there is some difficulty communicating, is there staff available to communicate in the language necessary? If is difficulty hearing, is there staff to assist in communicating with others?

Guests: Are overnight visits by guests allowed? Does the residence have any rules about these visits? Can a visitor dine and pay for a meal? Is there a separate area for private meals or gatherings to celebrate a special occasion with relatives?

WHO CAN HELP YOU CHOOSE AN ALR? When deciding on which ALR is right, talk to family members and friends. If they make visits to the residences, they may see something different, so ask for feedback.

Physicians may be able to make some recommendations about things that should be included in any residence. A physician who knows about health needs and is aware of any limitations can provide advice on your current and future needs.

Before making any final decisions, talking to a financial advisor and/or attorney may be appropriate. Since there are costs involved, a financial advisor may provide information on how these costs may affect your long term financial outlook. An attorney review of any documents may also be valuable. (e.g., residency agreement, application, etc.).

ADMISSION CRITERIA AND INDIVIDUALIZED SERVICE PLANS (ISP)

An evaluation is required before admission to determine eligibility for an ALR. The admission criteria can vary based on the type of ALR. Applicants will be asked to provide results of a physical exam from within 30 days prior to admission that includes a medical, functional, and mental health assessment (where appropriate or required). This assessment will be reviewed as part of the Individualized Service Plan (ISP) that an ALR must develop for each resident.

The ISP is the "blueprint" for services required by the resident. It describes the services that need to be provided to the resident, and how and by whom those services will be provided. The ISP is developed when the resident is admitted to the ALR, with the input of the resident and his or her representative, physician, and the home health care agency, if appropriate. Because it is based on the medical, nutritional, social and everyday life needs of the individual, the ISP must be reviewed and revised as those needs change, but at least every six months.

APPLYING TO AN ALR

The following are part of entering an ALR:

An Assessment: Medical, Functional and Mental: A current physical examination that includes a medical, functional and mental health evaluation (where appropriate or required) to determine what care is needed. This must be completed by a physician 30 days prior to admission. Check with staff at the residence for the required form.

An application and any other documents that must be signed at admission (get these from the residence). Each residence may have different documents. Review each one of them and get the answers to any questions.

Residency Agreement (contract): All ALR operators are required to complete a residency agreement with each new resident at the time of admission to the ALR. The ALR staff must disclose adequate and accurate information about living in that residence. This agreement determines the specific services that will be provided and the cost. The residency agreement must include the type of living arrangements agreed to (e.g., a private room or apartment); services (e.g., dining, housekeeping); admission requirements and the conditions which would require transfer; all fees and refund policies; rules of the residence, termination and discharge policies; and resident rights and responsibilities.

An Assisted Living Model Residency Admission Agreement is available on the New York State Health Department's website at: http://www.nyhealth.gov/facilities/assisted_living/docs/model_residency_agreement.pdf .

Review the residency agreement very carefully. There may be differences in each ALR's residency agreement, but they have to be approved by the Department. Write down any questions or concerns and discuss with the administrator of the ALR. Contact the Department of Health with questions about the residency agreement. (See number under information and complaints)

Disclosure Statement: This statement includes information that must be made known to an individual before signing the residency agreement. This information should include: licensure, ownership, availability of health care providers, availability of public funds, the State Health Department toll-free number for reporting complaints, and a statement regarding the availability and telephone numbers of the state and local long-term care ombudsman services. The disclosure statement should be reviewed carefully.

Financial Information: Ask what types of financial documents are needed (bank statements, long term care insurance policies, etc.). Decide how much financing is needed in order to qualify to live in the ALR. Does the residence require a deposit or fee before moving in? Is the fee refundable, and, if so, what are the conditions for the refund?

Before Signing Anything: Review all agreements before signing anything. A legal review of the documents may provide greater understanding. Understand any long term care insurance benefits. Consider a health care proxy or other advance directive, making decision about executing a will or granting power of attorney to a significant other may be appropriate at this time.

Resident Rights, Protection, and Responsibilities: New York State law and regulations guarantee ALR residents' rights and protections and define their responsibilities. Each ALR operator must adopt a statement of rights and responsibilities for residents, and treat each resident according to the principles in the statement. For a list of ALR resident rights and responsibilities visit the Department's website at http://www.nyhealth.gov/facilities/assisted_living/docs/resident_rights.pdf. For a copy of an individual ALR's statement of rights and responsibilities, ask the ALR.

LICENSING AND OVERSIGHT

ALRs and other adult care facilities are licensed and inspected every 12 to 18 months by the New York State Department of Health. An ALR is required to follow rules and regulations and to renew its license every two years. For a list of licensed ALRs in NYS, visit the Department of Health's website at www.nyhealth.gov/facilities/assisted_living/licensed_programs_residences.htm.

INFORMATION AND COMPLAINTS

For more information about assisted living residences or to report concerns or problems with a residence which cannot be resolved internally, call the New York State Department of Health or the New York State Long Term Care Ombudsman Program. The New York State Department of Health's Division of Assisted Living can be reached at (518) 408-1133 or toll free at 1-866-893-6772. The New York State Long Term Care Ombudsman Program can be reached at 1-800-342-9871.

Glossary of Terms Related to Guide

Activities of Daily Living (ADL): Physical functions that a person performs every day that usually include dressing, eating, bathing, toileting, and transferring.

Adult Care Facility (ACF): Provides temporary or long-term, non-medical, residential care services to adults who are to a certain extent unable to live independently. There are five types of adult care facilities: adult homes, enriched housing programs, residences for adults, family-type homes and shelters for adults. Of these, adult homes, enriched housing programs, and residences for adults are overseen by the Department of Health. Adult homes, enriched housing programs, and residences for adults provide long-term residential care, room, board, housekeeping, personal care and supervision. Enriched housing is different because each resident room is an apartment setting, i.e. kitchen, larger living space, etc. Residences for adults provide the same services as adult homes and enriched housing except for required personal care services.

Adult Day Program: Programs designed to promote socialization for people with no significant medical needs who may benefit from companionship and supervision. Some programs provide specially designed recreational and therapeutic activities, which encourage and improve daily living skills and cognitive abilities, reduce stress, and promote capabilities.

Adult Day Health Care: Medically-supervised services for people with physical or mental health impairment (examples: children, people with dementia, or AIDS patients). Services include: nursing, transportation, leisure activities, physical therapy, speech pathology, nutrition assessment, occupational therapy, medical social services, psychosocial assessment, rehabilitation and socialization, nursing evaluation and treatment, coordination of referrals for outpatient health, and dental services.

Aging in Place: Accommodating a resident's changing needs and preferences to allow the resident to remain in the residence as long as possible.

Assisted Living Program (ALP): Available in some adult homes and enriched housing programs. It combines residential and home care services. It is designed as an alternative to nursing home placement for some people. The operator of the assisted living program is responsible for providing or arranging for resident services that must include room, board, housekeeping, supervision, personal care, case management and home health services. This is a Medicaid funded service for personal care services.

Disclosure Statement: Information made known to an individual before signing the residency agreement. This information should include: licensure, ownership, availability of health care providers, availability of public funds, the State Health Department toll-free number for reporting complaints, and a statement regarding the availability and telephone numbers of the state and local long-term care ombudsman services.

Health Care Facility: All hospitals and nursing homes licensed by the New York State Department of Health.

Health Care Proxy: Appointing a health care agent to make health care decisions for you and to make sure your wishes are followed if you lose the ability to make these decisions yourself.

Home Care: Health or medically related services provided by a home care services agency to people in their homes, including adult homes, enriched housing, and ALRs. Home care can meet many needs, from help with household chores and personal care like dressing, shopping, eating and bathing, to nursing care and physical, occupational, or speech therapy.

Instrumental Activities of Daily Living (IADL's): Functions that involve managing one's affairs and performing tasks of everyday living, such as preparing meals, taking medications, walking outside, using a telephone, managing money, shopping and housekeeping.

Long Term Care Ombudsman Program: A statewide program administered by the New York State Office for the Aging. It has local coordinators and certified ombudsmen who help resolve problems of residents in adult care facilities, assisted living residences, and skilled nursing facilities. In many cases, a New York State certified ombudsman is assigned to visit a facility on a weekly basis.

Monitoring: Observing for changes in physical, social, or psychological well being.

Personal Care: Services to assist with personal hygiene, dressing, feeding, and household tasks essential to a person's daily living.

Rehabilitation Center: A facility that provides occupational, physical, audiology, and speech therapies to restore physical function as much as possible and/or help people adjust or compensate for loss of function.

Supplemental Security Income (SSI): A federal income supplement program funded by general tax revenues (not Social Security taxes). It is designed to help aged, blind, and disabled people, who have little or no income; and it provides cash to meet basic needs for food, clothing and shelter. Some, but not all, ALRs may accept SSI as payment for food and shelter services.

Supervision: Knowing the general whereabouts of each resident, monitoring residents to identify changes in behavior or appearance and guidance to help residents to perform basic activities of daily living.

State of New York
Department of Health

1505 12/10

13

Exhibit XII.

RULES OF THE RESIDENCE

1. The Resident will use the apartment and the Community for residential dwelling purposes only and will comply, at all times, with the rules and policies of the community as in effect from time to time. The Resident acknowledges that the Resident has read the rules and policies of the community and agrees to comply therewith. The Resident further acknowledges that the community may amend these rules and policies and will notify Resident of any such amendments or modifications with an advanced 30 days' notice.

2. The Resident will be the sole occupant of the apartment except that another individual ("Second Resident") may occupy the apartment subject to the following two conditions: First, such person must meet all requirements for admission to the Community as determined by the Community. Second, the Community and the Second Resident must execute a separate Residency Agreement. The Resident and the Second Resident must execute a separate Residency Agreement.

3. If the Second Resident is a spouse, a special Spouse 2nd Person fee shall apply while both occupants reside in the same unit and the primary fees are being paid as well. In the event only one resident is occupying the unit, the Spouse 2nd Person fees shall no longer apply and the occupant will pay the primary fees.

4. The Resident will not destroy, deface, damage, impair or remove any part of the apartment or building.

5. The Resident will not alter the apartment in any manner without the prior written consent of the Operator.

6. The Resident acknowledges that he or she has had an opportunity to inspect the apartment and the Resident accepts the apartment in its "as is" condition.

7. The Resident will vacate the apartment immediately upon termination of this Agreement, remove all of the Resident's property and deliver possession of the apartment and the community's furniture, equipment, appliances, and fixtures to the community in the same condition as of the date of this Agreement, reasonable wear and tear is accepted. The Resident will pay the cost of removing and storing any property of the Resident remaining in the apartment after termination of this Agreement.

8. The Resident represents to the Operator that all oral and/or written statements made or furnished by, or on behalf of, the Resident in connection with the Resident's application for admission to the Community are true and correct in all respects.

9. The Resident agrees to allow a community representative to enter the Resident's apartment for the following purposes:

    a) To conduct necessary inspections, repairs, alterations and improvements, and to carry out the Operator's obligation to provide assisted living services needed by the Resident.
    b) When there is· good reason to believe that a Resident requires assistance, such as a response or lack of response to an emergency signaling device.
    c) When there is good reason to believe that the Resident may have damaged the apartment.
    d) The community will respect the Resident's privacy and will schedule entry in advance, when possible, and will make their presence known (except in emergency situations) when entering the Resident's apartment.

10. The Resident will provide the Community with a completed physician's report on the form provided by the Community that conforms to regulations of the New York State Department of Health. This report must include a screening for tuberculosis, done through either a PPD or chest x-ray, or QuantiFERON, and state that the Resident is free of tuberculosis in a communicable form. This physical examination must be conducted within the thirty (30) day period prior to move-in and once every 12 months or more frequently if a change in condition warrants.

11. Informing the community promptly of change in health status, change in physician, or change in medications.

12. The Resident is responsible for payment of all medical expenses including transportation for medical purposes, except when payments are under Medicare, Medicaid or other third party coverage, or transportation provided as a courtesy by the community.

13. The community recommends review of this Agreement by an attorney or other representative chosen by the Resident.

14. The Resident will behave and require others on the premises with the Resident's consent to behave in a civil manner that will not cause unreasonable distress, discomfort, annoyance, disturbance or inconvenience to other residents, employees, and management.

15. The Resident will avoid making or permitting loud or disturbing noises; not cause odors or disturbances; not place foreign matter in toilets or sinks; not obstruct or permit to be obstructed sidewalks, driveways, hallways or parking areas; not store flammable or toxic materials; not leave rubbish or personal articles in hallways or common areas; shall not install exterior antennas without consent; not change locks without consent; not use the apartment in any manner that is offensive, improper or contrary to any law or ordinance.

16. The Operator will provide case management services to assist the Resident. The Resident agrees to maintain his/her own physician and to provide the case management services director any paperwork, physicians' orders, or new appointments.

17. All medications, including prescriptions and over-the-counter drugs and medical supplies must be ordered by a physician, be properly labeled, and be kept locked in the drug cart or the medicine room unless the resident has been assessed and approved for self-administration of medications. No medications or medical supplies of any type are permitted in the resident's room unless approved and ordered by your physician.

18. No smoking is permitted inside the premises of the community. Smoking is allowed only in the designated outside smoking area. Violation of this policy by a resident or his/her guest may result in the resident being asked to move out of the community.

19. All residents and guests are required to sign in and out of the community using the Accushield dashboard located in the main lobby at the concierge desk.

20. Residents are permitted to have a pet provided that all conditions of the Pet Addendum (if applicable) are met and authorized.

21. Firearms, weapons and ammunition are strictly prohibited.

Exhibit XIII.

RIGHTS AND RESPONSIBILITIES OF RESIDENTS IN ASSISTED LIVING RESIDENCES

Residents' Rights and Responsibilities shall include, but not be limited to the following:

(A) Every Resident's participation in assisted living shall be voluntary, and prospective Residents shall be provided with sufficient information regarding the residence to make an informed choice regarding participation and acceptance of services;

(B) Every Resident's civil and religious liberties, including the right to independent personal decisions and knowledge of available choices, shall not be infringed;

(C) Every Resident shall have the right to have private communications and consultation with his or her physician, attorney, and any other person;

(D) Every Resident, Resident's Representative and Resident's Legal Representative, if any, shall have the right to present grievances on behalf of himself or herself or others, to the Residence's staff, administrator or assisted living operator, to governmental officials, to long term care ombudsmen or to any other person without fear of reprisal, and to join with other Residents or individuals within or outside of the residence to work for improvements in Resident care.

(E) Every Resident shall have the right to manage his or her own financial affairs;

(F) Every Resident shall have the right to have privacy in treatment and in caring for personal needs;

(G) Every Resident shall have the right to confidentiality in the treatment of personal, social, Financial and medical records, and security in storing personal possessions;

(H) Every Resident shall have the right to receive courteous, fair, and respectful care and treatment and a written statement of the services provided by the Residence, including those required to be offered on an as- needed basis;

(I) Every Resident shall have the right to receive or to send personal mail or any other correspondence without interception or interference by the Operator or any other person affiliated with the Operator;

(J) Every Resident shall have the right not to be coerced or required to perform work of staff members or contractual work;

(K) Every Resident shall have the right to have security for any personal possessions if stored by the Operator;

(L) Every Resident shall have the right to receive adequate and appropriate assistance with activities of daily living, to be fully informed of the medical condition and proposed treatment, unless medically contraindicated, and to refuse medication, treatment or services after being fully informed of the consequences of such actions, provided the Operator shall not be held liable or penalized for complying with the refusal of such medication, treatment or services by a Resident who has been fully informed of the consequences of such refusal.

(M) Every Resident and visitor shall have the responsibility to obey all reasonable regulations of the residence to respect the person rights and private property of the other Residents;

(N) Every Resident shall have the right to include their signed and witnessed version of the events leading to an accident or incident involving such Resident in any report of such accident or incident;

(O) Every Resident shall have the right to receive visits from family members and other adults of the Resident's choosing without interference from the assisted living residence

(P) Every Resident shall have the right to written notice of any fee increase not less than forty- five days prior to the proposed effective date of the fee increase, however providing additional services to a resident shall not be considered a fee increase pursuant to this paragraph; and

(Q) Every Resident of an assisted living residence that is also certified to provide Enhanced Assisted living and/or Special Needs Assisted Living shall have a right to be informed by the Operator, by a conspicuous posting in the residence, on at least a monthly basis, of the then-current vacancies available, if any, under the Operator's Enhanced and/or Special Needs Assisted Living Programs.

WAIVER OF ANY OF THE RESIDENT RIGHTS SHALL BE VOID. A RESIDENT CANNOT LAWFULLY SIGN AWAY THE ABOVE-STATED RIGHTS AND RESPONSIBILITIES THROUGH A WAIVER OR ANY OTHER MEANS.

Exhibit XIV.

RESIDENT GRIEVANCE POLICY AND PROCEDURES

Policy: All residents have the right to present their concerns to the proper authorities.

Procedures: Residents and/or their Representative may present their concerns to the Residence Staff and/or the Executive Director.

Residents and/or their Representative may address any concerns or complaints directly with the appropriate Department Head and/or Executive Director, Associate Executive Director at any time.

Resident and/or their Representative will be informed of action and resolution by the Executive Director or Designee verbally (in writing if requested) within fourteen (14) days' time.

All Grievances and recommendations will be kept confidential if requested by Resident and/or their Representative. All anonymous grievances can be placed in the secured suggestion box located at the Community front desk. All anonymous grievances will be addressed at the next occurring Resident Council Meeting.

The Resident may address grievances to the following outside representatives when the Resident feels their grievances have not been properly resolved through the Community's grievance procedure:

New York State Office for the Aging
2 Empire State Plaza
Albany, NY 12223-1251
NYSOFA Senior Citizens' Help Line 1-800-342-9871

Long Term Care Ombudsman Program
Elizabeth Maxim – (631) 470-6755
emaxim@fsl-li.org
www.ltcombudsman.ny.gov

Adult Home Hotline
1-866-893-6772

This may be done without fear of reprisal in any form and they will receive a prompt and reasonable response. Our doors are always open and we will make every effort to promptly and equitably resolve problems that are brought to our attention.

Exhibit XV.

PHOTOGRAPHY RELEASE

I,_____, hereby give Brandywine Senior Living at Huntington Terrace permission to use photographs or videos taken of me. I understand that these may be used for public relations, presentation and promotion purposes and to help others in the community better understand the concept of senior living. I understand that I will receive no compensation if any of the photographs or videos are to be used.

Resident's Signature	Print Name	Date
Resident's Representative Signature (*If applicable*)	Print Name	Date
Resident's Legal Representative Signature (*If applicable*)	Print Name	Date
Operator/Operator's Representative Signature	Print Name	Date

Exhibit XVI.

PET ADDENDUM
(*if applicable*)

Resident Name:_____ **Apartment#:**_____

Please Complete if you are bringing a pet to the Residence:

The Operator/Operator's Representative consents to Resident keeping in their Apartment the household pet described below:

Type of animal: _____Breed: _____
(Dog breeds not permitted: Chows, German Shepherds, Pit bulls, and Rottweilers)

Pet Name: _____Color: _____Height: _____
(maximum height permitted is 18 inches)

Age: _____Weight: _____
(maximum weight permitted is 30 pounds)

AGREEMENT

1. **Responsibilities of the Resident:**

1.1. The Resident will keep the pet in Resident's Apartment, except when walking the pet, if applicable, or transporting it to and from their Apartment. In addition, the Resident agrees to pay the Pet Deposit set forth in the Schedule of Fees. The Resident will not allow the pet in building lobbies or in common areas of the Residence and will transport the pet to and from the Resident's Apartment only by designated entrances of the building. The Resident will walk and curb the pet only in designated areas and will be responsible for cleaning up after the pet.

1.2. When the pet is not in the Resident's Apartment, the Resident will keep the pet on a leash no longer than five (5) feet, in a cage/crate or other appropriate, closed, and ventilated container, and in control of the Resident. The Resident will ensure that their pet wears a collar with appropriate identification (including the Resident's name and telephone number) at all times.

1.3. The Resident will comply with all vaccination and licensing requirements applicable to the pet, will provide proof of such upon request, and will comply with appropriate standards of care, treatment, and grooming. The Resident will be responsible for the health, welfare, and proper care of the pet. The Resident will ensure that the pet does not disturb the rights of the other residents at the Residence or impede Residence operations. The Resident will not leave the pet unattended when the pet is not in the Resident's Apartment

1.4. The Resident will be liable for any personal injury or property damage caused by the pet that is suffered by the Residence, its staff, residents, guests, or invitees. If the Resident fails to timely make good any personal injury or property damage reference in the preceding sentence, the Resident will be responsible for all costs and expenses, including reasonable attorneys' fees and court costs, incurred by the Residence in enforcing the liability of the Resident as outlined here.

2. Term and Termination:

2.1. This Addendum will continue until the Residency Agreement between the Resident and Residence is terminated, unless either party terminates this Addendum for any reason by giving seven (7) days prior written notice to the other party.

2.2. The Residence may terminate this Addendum upon twenty-four (24) hours' notice in the event the Resident breaches any of the Resident's obligations hereunder. If the pet is left unattended for more than twenty-four (24) hours, or if the Residence determines that the Resident, for any reason, is unable to care for the pet, the Residence reserves the right to arrange for the pet to be delivered to:_____, ("Sponsor") or to such other individual or agency as the Residence deems advisable. The Resident agrees to pay all costs of delivery, feeding, care, treatment, and housing of the pet in such an instance. The Resident acknowledges that the Resident has no right to keep a pet unless permitted by this Addendum and that the Residence reserves the right to withdraw its consent to the Resident keeping the pet at any time by terminating this Addendum as permitted above.

The Resident agrees to provide the Residence with a current photograph of the above pet at the time this Addendum is executed.

Resident's Signature	Print Name	Date
Operator/Operator's Representative Signature	Print Name	Date