

WHISPER WOODS OF SMITHTOWN
RESIDENCY AGREEMENT

June 18, 2018

APPROVED
Div of Adult Care Facilities and
Assisted Living Surveillance

JUL 17 2018

NYS Department of Health
Reviewer's Initials: SD

**WHISPER WOODS OF SMITHTOWN
RESIDENCY AGREEMENT**

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RESIDENCY AGREEMENT

This agreement is made between BSL Smithtown Operations, Inc. d/b/a Whisper Woods of Smithtown (the "Operator" or "We"), _____ (the "Resident" or "You"), _____ (the "Resident's Representative", if any) and _____ (the "Resident's Legal Representative", if any).

RECITALS

- A. The Operator is licensed by the New York State Department of Health to operate at 71 St. Johnland Road, Smithtown, NY 11787, an Assisted Living Residence ("The Residence") known as Whisper Woods of Smithtown and as an Adult Home. The Operator is also certified to operate, at this location, an Enhanced Assisted Living Residence, and a Special Needs Assisted Living Residence.
- B. You have requested to become a Resident at The Residence and the Operator has accepted your request.

AGREEMENTS

I. Housing Accommodations and Basic Services.

The "Commencement Date" of this Agreement is the date when your Suite is available to you for occupancy and your financial obligations commence. The Commencement Date is shown on Exhibit III. Beginning on the Commencement Date, the 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

1. **Your Apartment/Room.** You may occupy and use the private or semi-private suite identified on Exhibit I.A.1. (your "Suite"), subject to the terms of this Agreement. It shall include a bathroom equipped with one toilet and one shower. We provide carpeting and/or floor coverings, draperies and/or window coverings and paint and/or wall coverings on all interior walls and ceilings. We have the exclusive right to determine and select the type, style, design and color of these items.

If two persons, whether or not related, share a Suite ("Shared Occupancy"), each person will sign a separate Residency Agreement specifying the Basic Rate for shared occupancy in the Fee Schedule attached as Exhibit III.C., along with a Shared Suite Addendum (Exhibit XIX). By signing this Agreement at the Basic Rate for a shared occupancy you consent to sharing your Suite.

2. **Common Areas.** You will be provided with the opportunity to use the general purpose rooms at the Residence such as hallways, walkways, dining rooms, multipurpose rooms, and other common areas.

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rooms, pub, beauty salon, lounges and other open common spaces located within and under the control of the Operator, in each case together with other residents.

3. **Furnishings/Appliances Provided By The Operator.** Attached as Exhibit I.A.3. and made a part of this Agreement is an Inventory of furnishings, appliances and other items supplied by the Operator in your Suite.

4. **Furnishings/Appliances Provided by You.** Attached as Exhibit I.A.4. and made a part of this Agreement is an Inventory of furnishings, appliances and other items supplied by you in your Suite. Such Exhibit also contains any limitations or conditions concerning what type of appliances may not be permitted (e.g., due to amperage concerns, etc.)

5. **Utilities.** We provide heat, air conditioning, water, electricity, pre-wiring for cable and telephone access, sewage and disposal and trash removal from designated collection points. Temporary interruption of utility services due to factors outside of our control or due to repairs, maintenance or replacement will not be considered a breach of this Agreement.

6. **Maintenance and Repair Service.** We repair, maintain and replace property and equipment we own. Repairs, maintenance and replacement of your personal property are your responsibility. We provide routine personal maintenance services, such as hanging pictures or moving furniture within your Suite, at your request. An additional charge is imposed for these services as set forth in Exhibit I.C.

7. **Relocation.** If, at your request, you choose to change Suites within the Residence, you will be responsible for paying the relocation fee that is shown in Exhibit I.C. If you relocate at our request, you will not be responsible for such costs. In the event of any Suite change, you agree to execute a new Residency Agreement and/or an amendment to Exhibit III of this Residency Agreement, and you will be responsible for the fees set forth in such new Residency Agreement or Amendment.

B. Basic Services

The following services ("**Basic Services**") will be provided to you, in accordance with your Individualized Service Plan.

1. **Meals and Snacks.** Three nutritionally well-balanced meals per day, served in the dining room, as well as snacks that are regularly available each day are included in your Basic Rate. All standard menu choices are prepared with no added salt and reduced sodium in the cooking. The following modified diets will be available to you if ordered by your physician and included in your Individualized Service Plan: no concentrated sweets, low fat, texture modified diet. **While the Operator will attempt to accommodate your needs, the Residence's kitchen is not a gluten free or nut product free environment.**

2. **Activities.** The Operator will provide a 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. The Operator also provides scheduled group transportation on a regular basis to local businesses, as well as some transportation to medical appointments on designated days and

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within established time limits according to a schedule that is available at the Residence's front desk. Transportation outside of established locations and schedules will be accommodated based upon the availability of the driver and community vehicle(s) for an additional fee as specified in Exhibit I.C.

3. Housekeeping. The Operator will provide housekeeping services once per week consisting of vacuuming, dusting cleared surfaces, personal trash removal, sanitizing the bathroom and external cleaning of the kitchen area.

4. Linen Service. The Operator will provide weekly laundering of bed sheets, pillow case, towels and washcloths, and more often if needed for cleanliness.

5. Laundry. The Operator will provide weekly laundering of your personal washable clothing, or more often as necessary.

6. Supervision on a 24-Hour Basis. The Operator will provide appropriate staff on-site to provide supervision services in accordance with law. Supervision will include monitoring (a response to urgent or emergency needs or requests for assistance on a 24-hour a day, seven days a week basis) as well as the other components of supervision as specified in law.

7. Case Management. The Operator will provide appropriate staff to provide case management services in accordance with law. Such case management services will include identification and assessment of your needs and interests, information and referral, and coordination with available resources to best address your identified needs and interests.

8. Personal Care. The Operator will provide basic assistance including some help with bathing, grooming, dressing, toileting, ambulation, transferring, feeding, medication acquisition, storage and disposal, and assistance with self-administration of medication.

9. Development of Individualized Service Plan. An Individualized Service Plan will be developed with you, your Representative, and Legal Representative, if any, the Operator and any other participants required by applicable law, in consultation with your physician. Your Individualized Service Plan will be developed in accordance with Operator's customized point-based assessment of your medical, nutritional, rehabilitation, functional, cognitive and other needs, and shall include the services to be provided, their duration and frequency and how and by whom services will be provided and accessed. Your Individualized Service Plan will be reviewed and revised as necessary and as required by applicable law.

C. Additional Services

Exhibit I.C., attached to and made a part of this Agreement, describes in detail any additional services or amenities available for an additional, supplemental or community fee from the Operator directly or through arrangements with the Operator. Such exhibit states who would provide such services or amenities, if other than the Operator.

D. Licensure/Certification Status

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 I.D. of this Agreement. Such Exhibit will be updated as frequently as necessary.

II. Disclosure Statement

The Operator is disclosing information as required under Public Health Law Section 4658(3). Such disclosures are contained in Exhibit II., which is attached to and made part of this Agreement.

III. Fees.

Your fees are shown in Exhibit III, "Your Fee Summary."

A. Basic Rate.

(1) Basic Services Fee

You, your Representative and/or your Legal Representative will pay, and the Operator agrees to accept, the following as payment in full satisfaction of the Housing Accommodations and Basic Services described in Section I of this Agreement: See the "Basic Residency Fee" that is set forth in the Fee Schedule (Exhibit III. C.).

(2) Tiered Fee Arrangements

Any "Tiered" fee arrangements, in which the amount of the Basic Rate depends upon the types of services provided, the number of hours of care provided per week for some type of service and the fees for each "tier" of care are set forth in detail in Exhibit III.A.2 and made a part of the Agreement. Such exhibit describes the types of services provided, the number of hours of care provided per week for such service, the fees for each "tier" of care, and describes who will be providing care, if other than staff of the Operator.

B. Supplemental, Additional or Community Fees

1. A Supplemental or Additional Fee is a fee for service, care or amenities that is in addition to those fees included in the Basic Rate.

A Supplemental or Additional Fee is only for services, care or amenities agreed to by you or your Representative and/or Legal Representative. A Supplemental Fee is at the Resident's option. In some cases, the law permits the Operator to charge an Additional Fee without the express written approval of the Resident (See Section III.F.).

2. A Community Fee is a one-time fee that the Operator may charge at the time of admission. The Operator must clearly inform the prospective resident what additional services, supplies or amenities the Community Fee pays for and what the amount of the Community Fee will be, as well as any terms regarding refund of the Community Fee. The prospective resident, once fully informed of the terms of the Community Fee, may choose whether to accept the Community Fee.

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Fee as a condition of residency in the Residence, or to reject the Community Fee and thereby reject residency at the Residences.

See Exhibit III.B for a listing of Supplemental, Additional and Community Fees.

C. Fee Schedule

Attached as Exhibit III.C. and made a part of this Agreement is a rate or fee schedule covering both the Basic Rate and any Additional, Supplemental or Community Fees, for services, supplies or amenities provided to You, with a detailed explanation of which Services, supplies and amenities are covered by such rates, fees and charges.

D. Billing and Payment Terms

Payment is due by the first day of each month and shall be delivered to the Residence's Business Office.

1. We acknowledge receipt from you upon signing of this Agreement of an amount referred to in this Agreement as the "Last Month's Rent," which is equal to the Basic Residency Fee. We will apply this amount to the amount due to us for the last thirty (30) days of your residence.

You agree that, if the Basic Residency Fee is increased, you will pay any additional amount needed so that your Last Month's Rent is the Basic Residency Fee, as then in effect.

2. Upon signing this Agreement, you are paying the first Monthly Fee shown in Exhibit III. If your Commencement Date is a date that is other than the first day of the month, you will pay the pro rata portion of the Monthly Fee for the period from the Commencement Date to the end of that month.

3. After the first month (or partial month), we will bill you in advance for the following month. The Monthly Fee is due and payable in advance by the first day of such calendar month, without deduction or offset of any kind, at the Residence's Business Office.

4. You will be assessed a late payment fee for each time the Monthly Fee for any month is not paid in full by the first of the month. The late payment fee is based on a monthly compounded simple interest rate of 1.389% (an 18% APY), calculated on overdue balances from the date on which payment is due.

5. You will also be assessed a returned check fee as set forth in the Fee Schedule for every time a check for fees due hereunder is returned unpaid.

6. Your residency in your Suite with receipt of services is contingent upon your timely payment of your Monthly Fee for each month, regardless of whether you have received a monthly statement. If you disagree with any charge on any monthly statement you should first notify the Director of Business Administration or Executive Director of the Residence promptly in writing. We will review the issue and, if any charge was erroneous, will issue a credit on your next monthly statement.

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E. Adjustments to Basic Rate or Additional or Supplemental Fees

1. 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, subject to the exceptions stated in paragraphs 3, 4 and 5 below.

2. Since a Community Fee is a one-time fee, there can be no subsequent increase in a Community Fee charged to you by the Operator, once you have been admitted as a resident.

3. If You, or Your Resident Representative or Legal Representative agree in writing to a specific Rate or Fee increase, through an amendment of this Agreement, due to Your need for additional care, services, or supplies, the Operator may increase such Rate or Fee upon less than forty-five (45) days written notice.

4. If the Operator provides additional care, services or supplies upon the express written order of Your primary physician, the Operator may, through an amendment to this Agreement, increase the Basic Rate or an Additional or Supplementary fee upon less than forty-five (45) days written Notice.

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

F. Bed Reservation

The Operator agrees to reserve a residential space as specified in Section I.A.1. above in the event of your absence. The charge for this reservation is the Basic Residency Fee set forth in the Fee Schedule attached as Exhibit III.C. The basic length of time the space will be reserved is indefinite as long as the Basic Residency Fee continues to be paid. A provision to reserve your Suite does not supersede the requirements for termination as set forth in Section XIII of this Agreement. you may choose to terminate this Agreement rather than reserve such space, but must provide the Operator with any required notice.

IV. 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 business days after you leave the Residence, the Operator must provide you, your Resident or Legal Representative or any person designated by you with a final written statement of your payment and personal allowance accounts at the Residence. The Operator must also return at the time of your discharge, but in no case more than three business days, any of your money or property which comes into the possession of the Operator after your discharge. The Operator must refund on the basis of a per diem proration any advance payment(s) which you have made.

If you die, the Operator must turn over your property to the legally authorized representative of your estate.

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If you die without a will and the whereabouts of your next-of-kin is unknown, the Operator shall contact the Surrogate's Court of the County in which the Residence is located in order to determine what should be done with the property of your estate.

V. 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, the Operator must enumerate the items given or promised to be given and attach to this Agreement a listing of the items given to be transferred. Such listing is attached as Exhibit V, and is made a part of this Agreement. Such listing shall include any agreements made by third parties for your benefit.

VI. 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 custody, the Operator must enumerate the items so placed and attach to this Agreement a listing of such items. Such listing is attached as Exhibit VI, of this Agreement.

VII. Fiduciary Responsibility

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.

VIII. Tipping

The Operator must not accept, nor allow 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.

IX. Personal Allowance Accounts

The Operator agrees to offer to establish a personal allowance account for any Resident who receives either Supplemental Security Income (SSI) or Safety Net Assistance (SNA) payments by executing a Statement of Offering (DSS-2853) with you or your Representative.

You agree to inform the Operator if you receive or have applied for Supplemental Security Income (SSI) or Safety Net Assistance (SNA) funds. You must complete the following:

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climb or descend stairs; or (c) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or (d) have chronic unmanaged urinary or bowel incontinence.

8. 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 24-hour skilled nursing care or medical care and who meet the conditions stated in the Enhanced Assisted Living Residence Addendum.

XI. 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 and your representatives agree to obey all reasonable Rules of the Residence.

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

A. You, or your Representative or Legal Representative to the extent specified in this Agreement, are responsible for the following:

1. Payment of the Basic Rate, any authorized Tiered Fee Arrangements, Additional and agreed-to Supplemental Fees or the Community Fees as detailed in this Agreement.

2. Supply of personal clothing and effects.

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

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

5. Informing the Operator promptly of change in health status, change in physician, or change in medications.

6. Informing the Operator promptly of any change of name, address and/or phone number.

B. The Resident's Representative shall be responsible for the following (enter either "None" or the specific responsibilities below):

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C. The Resident's Legal Representative, if any shall be responsible for the following (enter either "None" or the specific responsibilities below):

XIII. Termination and Discharge

A. This Residency Agreement and residency in the Residence may be terminated in any of the following ways:

1. By mutual agreement between you and the Operator;
2. Upon thirty (30) days' notice from you or your Representative to the Operator of your intention to terminate the Agreement and leave the Residence;
3. In the event of your death, the Residency Agreement will end thirty (30) days after the date of your death (or 30 days after the date we are notified of your death, if the death occurs outside the Residence);
4. Upon 30 days written notice from the Operator to you, your Representative, your next of kin, the person designated in this Agreement as the responsible party and any person designated by you. Involuntary termination of a Residency Agreement is permitted only for the reasons listed below, and then only if the Operator initiates a court proceeding and the court rules in favor of the Operator:

The grounds upon which involuntary termination may occur are:

- (a) you require continual medical or nursing care which the Residence is not permitted by law or regulation to provide;
- (b) your behavior poses imminent risk of death or imminent risk of serious physical harm to you or anyone else;
- (c) 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 the Operator, during the thirty-day period of notice of termination, assists you in obtaining such public benefits or other available supplemental public benefits. You agree that you will cooperate with such efforts by the Operator to obtain such benefits.

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- (d) 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;
- (e) The Operator has had his/her operating certificate limited, revoked, temporarily suspended or the Operator has voluntarily surrendered the operation of the Residence; or
- (f) 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' continued safety and care.

If the Operator decides to terminate the Residency Agreement for any of the reasons stated above, the Operator will give you a notice of termination and discharge, which must be at least 30 days after delivery of notice, the reason for termination, a statement of your right to object and a list of free legal advocacy resources approved by the State Department of Health.

You may object to the Operator about the proposed termination and may be represented by an attorney or advocate. If you (a) remain in the Residence after the thirty-day notice period or (b) challenge the termination, the 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 the Operator.

While legal action is in progress, the 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 Department regulations and the Residency Agreement, or engage in any action to intimidate or harass you.

Both you and the Operator are free to seek any other judicial relief to which they may be entitled.

The Operator must assist you if the 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.

B. Vacating your Suite

When this Agreement ends for any reason, including the Resident's death, you or your estate must vacate your Suite no later than the ending date established in Subsection XIII.A. above. This means that you must remove all of your belongings from your Suite and the Residence, and return all of your keys to the Suite and the Residence. Until your Suite is vacated and all of your property is removed from the Residence, you or your estate will remain responsible for the Daily Fees.

In the case of two parties sharing a Suite, in the event of death or permanent transfer of one of you, you agree that if you are the remaining resident and choose to remain in the Suite with no roommate, you shall be responsible to pay the Basic Residency Fee at the single occupancy rate.

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rate for the Suite (in addition to any Tiered Service, Additional or Supplemental Fees). Alternatively, subject to regulatory considerations, you may remain in the Suite with consent to share the Suite with another party and continue to assume responsibility for the shared occupancy Basic Residency Fee. If you wish to transfer to a different Suite, you may do so when such a Suite becomes available. A transfer to a different Suite requires you to execute a new Residency Agreement and the charges described in Section I.A.7. would apply.

C. Storage or Transfer of your Belongings

If you or your estate has failed to remove all of your belongings by the ending date of this Agreement established by Subsection XIII.A. above, we will make arrangements to move your belongings, at your expense, to the person designated in your resident record. If the arrangements for such removal are refused, we may remove your remaining belongings and store them at your expense for up to sixty (60) days, after which they shall be considered abandoned and may be discarded (unless you or your estate make alternate arrangements); provided, however, that if you are discharged from your Suite via legal process, the transfer and storage of your belongings shall be governed by applicable state law.

D. All Fees Due

You agree that all fees, charges and other amounts due us under this Agreement, through the ending date of this Agreement, are due and payable as of the ending date of this Agreement, if not paid before that date.

XIV. Transfer

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

1. You develop a communicable disease, medical or mental condition, or sustain an injury such that continual skilled medical or nursing services are required;
2. In the event that your behavior poses an imminent risk of death or serious physical injury to yourself or others; or
3. 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.

If you are transferred, in order to terminate your Residency Agreement, the Operator must proceed with the termination requirements as set forth in Section XIII 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.

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If the basis for the transfer permitted under parts 1 and 2 above of this Section XIV no longer exists, if you are deemed appropriate for placement in this Residence and if the Residency Agreement is still in effect, you must be readmitted.

XV. Resident Rights and Responsibilities

Attached as Exhibit XV, and made a part of this Agreement is a Statement of Resident Rights and Responsibilities. This Statement will be posted in a readily visible common area in the Residence. The Operator agrees to treat you in accordance with such Statement of Resident Rights and Responsibilities.

XVI. Complaint Resolution

The Operator's 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 XVI, and made a part of this Agreement. In addition, such procedures will be posted in a readily visible common area of the Residence.

The Operator agrees that the Residents of the Residence may organize and maintain councils or such other self-governing body as the Residents may choose. The Operator agrees to address any complaints, problems, issues or suggestions reported by the Residents' organization and to provide a written report to the Residents' organization that addresses the same.

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.

XVII. Miscellaneous Provisions

A. Entire Agreement

This Agreement constitutes the entire agreement of the parties.

B. Amendment

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 statute and regulation shall be null and void.

C. Retention of Documents

The parties agree that this Agreement and related documents executed by the parties shall be maintained by the Operator in files of the Residence from the date of execution until three years after the Agreement is terminated. The parties further agree that such agreements and related documents shall be maintained in the files of the Operator.

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documents shall be made available for inspection by the New York State Department of Health upon request at any time.

D. Waivers

1. Operator's failure to insist upon your performance, observance or compliance with any of the terms and provisions of this Agreement in any particular instance is not a waiver by Operator of our right to insist upon your compliance with all of the terms and provisions of this Agreement.

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

E. Severability

If any term, provision or portion of this Agreement is determined to be unenforceable, this Agreement will be read as if the unenforceable term, provision or portion thereof was not included and in all circumstances, without limitation, the balance of this Agreement will continue in full force and effect.

F. Governing Law

This Agreement will be governed by and construed under the laws of the State of New York. Any dispute, controversy or legal action relating to this Agreement will be brought within the jurisdiction of the Courts of the State of New York. Each person executing this Agreement consents to such jurisdiction.

G. Ownership Rights

You do not have an ownership interest or a proprietary right to the Suite, nor to the land, building, improvements, or personal property which comprises the Residence. Your rights under this Agreement are subject to all terms and conditions set forth herein and are subordinate to any mortgage, financing deed, deed of trust, or financing lease on the Residence.

H. Compliance

The Community complies with applicable federal and state laws and regulations regarding consumer protection and protection for the elderly and disabled from abuse, neglect and financial exploitation.

I. Notices

Notices required by this Agreement will be in writing and delivered either by personal delivery or mail. If delivered by mail, notices will be sent via first class mail (or by overnight mail or other means, if required by law).

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Notices to you will be delivered or sent to you at your Suite or to any other address you have provided to us upon your departure, if you have vacated your Suite.

Notices to us must be delivered or sent to the Executive Director at the Residence's address.

XVIII. Agreement Authorization

We, the undersigned, have read this Agreement, have received a duplicate copy thereof, and agree to abide by the terms and conditions therein.

Dated: _____

(Signature of Resident)

Dated: _____

(Signature of Resident's Representative)

Dated: _____

(Signature of Resident's Legal Representative)

Dated: _____

Benchmark Senior Living LLC, on behalf of
BSL Smithtown Operations, Inc. (Operator)

By: _____
Title: _____

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NYS Department of Health
Reviewer's Initials: _____

GUARANTEE AGREEMENT (OPTIONAL)

Name of Resident _____ (the "Resident")

This is a Guarantee Agreement between BSL Smithtown Operations, Inc. d/b/a Whisper Woods of Smithtown ("the Community") and _____ ("you" or "Guarantor"), regarding a Residency Agreement between the Community and the Resident dated _____. The attached Residency Agreement requires the Community to provide housing and supportive services for the Resident. In consideration of said housing, board and services provided to the Resident in accordance with the attached Residency Agreement and applicable regulations, to the extent permitted by law, the Guarantor unconditionally guarantees prompt payment when due of any existing or future indebtedness or liability of the Resident to the Community, including the cost of collection, attorneys' fees, court costs, etc., only as determined in the appropriate court of jurisdiction. To the extent permitted by law, this Guarantee is binding upon Guarantor's heirs, personal representatives, and assigns and insures to the benefit of the Community's successor's and assigns. Guarantor understands and agrees that he/she has signed this Guarantee voluntarily.

Guarantor Signature:

Name (please print): _____

Witness Signature:

Name (please print): _____

Date

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EXHIBIT I.A.1.

IDENTIFICATION OF SUITE

Your Suite Number is _____

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EXHIBIT I.A.3.

FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

Operator must furnish each Resident with the following equipment, unless the Resident would like to bring his/her own:

Standard single bed equipped with clean springs maintained in good condition, and a mattress and pillow

Chair

Table

Lamp(s)

Lockable storage facilities, which cannot be removed at will, for personal articles and medications

Individual dresser

A hinged entry door

Linens: two sheets, pillowcase, blanket, bedspread, towels and washcloths, soap; and toilet tissue.

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EXHIBIT I.A.4.

FURNISHINGS/APPLIANCES PROVIDED BY YOU

You may furnish the Suite with your own furniture, including minor electrical appliances and special equipment (such as televisions and radios), provided that the Residence's size restrictions and safety standards are met. Members of the Residence's staff reserve the right to inspect and install all electrical appliances that you use.

Inventory of your furnishings/appliances:

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EXHIBIT I.C.

ADDITIONAL SERVICES, SUPPLIES OR AMENITIES

The following services, supplies or amenities are available from the Operator directly or through arrangements with the Operator for the following additional charges:

<u>Item</u>	<u>Provided By</u>	<u>Fee</u>
Dry Cleaning	Third Party Provider	Provider's Rate
Professional Hair Grooming	Third Party Provider	Provider's Rate
Long Distance Telephone Service	Third Party Provider	Provider's Rate
Local Phone Service	Third Party Provider	Provider's Rate
Cable T.V.	Third Party Provider	Provider's Rate
Internet	Third Party Provider	Provider's Rate
Housekeeping Service (in excess of Basic Services; See Section I.B.3)	Operator	\$15 per ½ hour
Maintenance/Repair of Resident's Property (in excess of Basic Services; See Section I.A.6)	Operator	\$15 per ½ hour
Transportation (Unscheduled)	Operator	\$25 per first hour
Continence Supplies -- Based on the Resident's assessment, we arrange for delivery of a 30-day supply of items that are bundled to meet that individual's expected needs. If extra supplies are required, they are obtained at no charge to the resident. Bundle I: A 30-day supply of disposable liners or pads, barrier cream, gloves and wipes; intended for light to moderate incontinence. Bundle II: A 30-day supply of protective underwear or briefs, barrier cream, gloves and wipes; intended for heavy or frequent incontinence.	Operator	 \$175 per bundle \$250 per bundle
Rug Shampoo	Operator	\$40 per room

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Guest Meals (holiday meal pricing varies)	Operator	\$8 Breakfast/ \$10 Lunch/ \$12 Dinner
Relocation Fee (See Paragraph I.A.7 for details)	Operator	\$250
New / Additional Key or Fob	Operator	\$25
Pendant Replacement (if applicable)	Operator	\$130
Returned Check	Operator	\$30 per Returned Check
Pet Deposit		\$500

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EXHIBIT I.D.

LICENSURE/CERTIFICATION STATUS OF PROVIDERS

There are currently no providers offering home care or personal care services under an arrangement with the Operator of the Residence.

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EXHIBIT II.

DISCLOSURE STATEMENT

BSL Smithtown Operations, Inc. ("The Operator") as operator of Whisper Woods of Smithtown ("The Residence"), hereby discloses the following, as required by Public Health Law Section 4658 (3).

1. The Consumer Information Guide developed by the Commissioner of Health is hereby attached as Exhibit D-1 of this Agreement.
2. The Operator is licensed by the New York State Department of Health to operate The Residence with an address of 71 St. Johnland Road, Smithtown, NY 11787 as an Assisted Living Residence as well as an Adult Home.

The Operator is also certified to operate at this location an Enhanced Assisted Living Residence and a Special Needs Assisted Living Residence. 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 the Residence 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.

The Operator is currently approved to provide:

- a. Enhanced Assisted Living services for up to a maximum of 136 persons.
- b. Special Needs Assisted Living services for up to a maximum of 38 persons.

The Operator will post prominently in the Residence, on a monthly basis, the then-current number of vacancies under its Enhanced Assisted Living Services and/or Special Needs Assisted Living programs.

It is important to note that The Operator is currently approved to accommodate within The Enhanced Assisted Living and/or Special Needs Assisted Living programs only up to the numbers of persons stated above. If you become appropriate for Enhanced Assisted Living Services or Special Needs Assisted Living Services, and one of those units is available, you will be eligible to be admitted into the Enhanced Assisted Living or Special Needs Assisted Living unit (or program). If however, such units are at capacity and there are no vacancies, the Operator will assist you and your representatives to identify and obtain other appropriate living arrangements in accordance with New York State's regulatory requirements.

If you become eligible for and choose to receive services in the Enhanced Assisted Living Residence or Special Needs Assisted Living Residence program within this Residence, it may be necessary for you to change your Suite within the Residence.

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Benchmark Senior Living LLC is the manager of the Residence under an arrangement with BSL Smithtown Operations, Inc. and provides personal care and other services for Residents under the terms of the management agreement and subject to the direction and supervision of the Operator.

3. The owner of the real property upon which the Residence is located is BSL Smithtown LLC. The mailing address of such real property owner is: BSL Smithtown LLC, c/o Benchmark Senior Living LLC, 201 Jones Road, Third Floor West, Waltham, MA 02451. The following individual is authorized to accept personal service on behalf of such real property owner:

Corporation Service Company
80 State Street, Albany
NY 12207-2543.

4. The Operator of the Residence is BSL Smithtown Operations, Inc. The mailing address of the Operator is: BSL Smithtown Operations, Inc., c/o Benchmark Senior Living LLC, 201 Jones Road, Third Floor West, Waltham, MA 02451. The following individual is authorized to accept personal service on behalf of the Operator:

Corporation Service Company
80 State Street
Albany, NY 12207-2543

5. List any ownership interest in excess of 10% on the part of The Operator (whether a legal or beneficial interest), in any entity which provides care, material, equipment or other services to residents of the Residence:

None

6. List any ownership interest in excess of 10% (whether legal or beneficial interest) on the part of any entity which provides care, material, equipment or other services to residents of The Residence, in the Operator:

None

7. Residents may receive services from the service provider of their choice. There is no requirement that the service provider have an arrangement with the Operator.

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

9. The Operator accepts payment from individuals in consideration for the services that it performs. The Operator does not participate or accept payment directly from public sources of payment such as Medicare, Medicaid or long-term care insurance policies; however, public funds are available for payment for residential, supportive or home health services, including but not limited to, availability of Medicare coverage of home health services.

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10. The New York State Department of Health's toll free telephone number for reporting of complaints regarding the services provided by The Assisted Living Operator is 1-866-893-6772.
11. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll-free number 1-855-582-6769 to request an Ombudsman to advocate for the resident. 631-470-6755 is the Local LTCOP telephone number. The NYSLTCOP web site is <http://www.ltcombudsman.ny.gov/>

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EXHIBIT III.

YOUR FEE SUMMARY

COMMUNITY FEE:	\$
LAST MONTH'S RENT:	\$
YOUR BASIC RESIDENCY FEE:	\$
YOUR TIERED FEES:	
Description of Tier:	
Fees for Tier:	
Description of Medication Management Level: (EALR only)	
Fees for Medication Level: (EALR only)	
YOUR TOTAL MONTHLY FEES:	\$
Resident Name:	
Commencement Date (scheduled date of financial occupancy):	
Resident Suite Number:	
Resident's or Resident's Representative's Signature of Acknowledgement:	
X	
Fee Summary subject to change per Residency Agreement terms.	

X

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EXHIBIT III.A.2.

BASIC AND TIERED FEE ARRANGEMENTS

Basic Residency Fee

The Basic Residency Fee includes the Housing Accommodations and the Basic Services that are described in Section I of the Residency Agreement, including three meals a day, activities, scheduled transportation, weekly housekeeping and laundry, case management, and up to 3.75 hours per week of personal care (including, for example, cuing and reminders for meals, showers, etc. and assistance with self-administration of medication).

Tiered Fee Arrangements

In addition to the Basic Services, we offer Enhanced Assisted Living Residence services ("EALR") in "tiered" fee arrangements, which we call our Personal Service Plans. Enhanced Assisted Living means that you (i) chronically require the physical assistance of one or more persons in order to walk; (ii) chronically require the physical assistance of one or more persons to climb or descend stairs; (iii) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or (iv) have chronic unmanaged urinary or bowel incontinence.

Each "tier" is determined by the level of care the Resident is assigned to based upon his or her care needs, the types of services provided, and the number of hours of care provided per week for some types of services. The tiered fee will change immediately upon a change, either upward or downward, in the applicable Personal Service Plan level of care, upon consultation with the Resident's physician, to the extent necessary.

We may modify the Tiered Fee Arrangements, but we will provide you at least forty-five (45) days' prior written notice of any such change.

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ALR ONLY: If a Resident is only an ALR resident (not receiving EALR Services), the resident pays only the Basic Residency Fee.

TRADITIONAL ASSISTED LIVING PERSONAL SERVICE PLANS (EALR)

NOTE: Hour ranges shown are for hours above 3.75 hours of care per week.

Traditional Level I: up to 4.5 additional hours of care per week

Traditional Level II: up to 7 additional hours of care per week

Traditional Level III: up to 14 additional hours of care per week

Traditional Level IV: up to 21 additional hours of care per week

Traditional Level V: more than 21 additional hours of care per week

HARBOR SPECIAL NEEDS PERSONAL SERVICE PLANS (SNALR & EALR)

Our Harbor Special Needs Personal Service Plans are specifically designed to meet the needs of individuals with memory impairment in a secure neighborhood setting, when they require more than 3.75 hours per week of personal care.

Harbor Special Needs Level I: up to 7 additional hours of care per week

Harbor Special Needs Level II: up to 13 additional hours of care per week

Harbor Special Needs Level III: up to 20 additional hours of care per week

Harbor Special Needs Level IV: up to 26 additional hours of care per week

Harbor Special Needs Level V: up to 31 additional hours of care per week

Harbor Special Needs Level VI: more than 31 additional hours of care per week

MEDICATION MANAGEMENT (pertains to residents receiving EALR Services)

If a Resident is not capable of self-administration of medications, as determined by the comprehensive assessment and as specified in the Individual Service Plan, the Resident will be placed in one of the following Medication Management Levels:

* **Medication Management Level I**

Resident who is not capable of self-administration of medications requires nurse administration one to three times per day.

* **Medication Management Level II**

Resident who is not capable of self-administration of medications requires nurse administration of medications four or more times per day or assistance with medications, requiring additional nursing interventions (examples would be injections, blood-pressure regulating medications, crush orders, etc.)

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EXHIBIT III.B.

SUPPLEMENTAL, ADDITIONAL AND COMMUNITY FEES

Community Fee

Community Fee- Assisted Living (ALR/EALR)	\$6,000
Community Fee – Harbor Special Needs (SNALR)	\$7,000

Ten percent (10%) of the Community Fee is non-refundable once you have moved into the Residence. If you move out of the Residence during the first ninety days after your move-in date, we will refund the remainder of your Community Fee on a pro rata basis, based on when you move out of the Community during the initial ninety-day period. For example, if you move in on June 1 and move out on July 1, we would refund two-thirds of the remainder of your Community Fee, provided you have paid all amounts otherwise due to us under this Agreement.

Supplemental Fees

The Operator provides, directly or through third parties, the various services and supplies listed in the Fee Schedule attached as Exhibit III.C. on an a la carte basis.

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EXHIBIT III.C.

FEE SCHEDULE – WHISPER WOODS OF SMITHTOWN

SERVICES	FEES	
	Individual	Shared
Basic Residency Fee		
Traditional Assisted Living Suite	From \$6,300-\$9,300/month	From \$4,500/month
Harbor Special Needs Assisted Living Suite	From \$7,200/month	From \$5,760/month

Tiered Fee Arrangements

Traditional Assisted Living Personal Service Plans (EALR)	
Traditional Living Care	Included
Traditional I	\$600/month
Traditional II	\$1,200/month
Traditional III	\$2,040/month
Traditional IV	\$2,550/month
Traditional V	\$3,150/month
Medication Management I	\$660/month
Medication Management II	\$810/month

Harbor Special Needs (SNALR) Personal Services Plans (SNALR & EALR)	
Harbor Special Needs I	\$1,680/month
Harbor Special Needs II	\$2,400/month
Harbor Special Needs III	\$3,000/month
Harbor Special Needs IV	\$3,600/month
Harbor Special Needs V	\$4,200/month
Harbor Special Needs VI	\$4,800/month
Medication Management I	\$660/month
Medication Management II	\$810/month

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MOVE-IN CHARGES	
First Month's Daily Fees	Established per Agreement Terms
Last Month's Rent	Equal to 30 days' Basic Residency Fee
Pet Deposit	\$500

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EXHIBIT V.

TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

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EXHIBIT VI.

PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

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EXHIBIT XI.

RULES OF THE RESIDENCE

- A. The Resident will use the Suite only for residential dwelling purposes.
- B. Smoking is not allowed in any Resident Suite. Smoking is only allowed in designated "Smoking Areas." Whether to designate any Smoking Area is within the sole discretion of the Operator.
- C. A Private Duty Companion, is considered an employee of the Resident and not an employee of the facility. Services provided to the Resident by a Private Duty Companion may not replace those in which the Community is required by law or regulation to provide to the Resident.
- D. Resident agrees to maintain the Suite in a clean, sanitary and orderly condition, free from objectional odor. All trash and refuse shall be properly disposed of in places and dumpsters provided by the Residence. No trash or other refuse shall be stored, hoarded or allowed to accumulate in the Suite for extended periods of time and shall not, in any case, be stored or allowed to accumulate for more than two weeks.
- E. Resident may not store flammable materials in Resident's Suite.
- F. Insurance coverage maintained by the Community does not protect residents from loss of personal property by theft, fire, water damage, etc. Residents should not keep large sums of money, sentimental or high-value jewelry or other valuables unlocked in the Suite. Residents are strongly advised to obtain renter's insurance to protect their personal property.
- G. Neither Resident nor Resident's guests may bring any weapons, including any guns or knives, into the Residence at any time.
- H. The Resident will not alter or improve the Suite without the prior written consent of the Operator. Alterations that require approval include placing holes in the walls (greater than those involved in the normal hanging of pictures, mirrors, etc.), ceiling, woodwork or floors; painting, wallpapering or carpeting; or adding window treatments, antenna or cable installations. you may not change any lock or add lock or locking device to your Suite. Upon termination of this Agreement, the Resident will be required to return the Suite to the original condition at his/her own expense prior to the expiration of any applicable notice periods.
- I. The Resident will notify the Operator promptly of any defects in the Suite, common areas or in the Residence's equipment, appliances, or fixtures.

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- J. The Operator shall have the right to enter the Suite at any reasonable time in order to provide services to the Resident, to perform building inspection and maintenance functions, and otherwise to carry out the Residence's obligations under this Agreement. Resident shall allow entry into the Suite at any time to the Residence's employees or agents when they are responding to the medical alert system, fire alert system or other emergency.
- K. Operator may enter Resident's Suite, with notice to Resident, at reasonable times and for reasonable purposes, including, but not limited to: (a) inspection, (b) maintenance, (c) performance of scheduled housekeeping and other duties, and (d) providing personal care and other health services.

While we will attempt to respect Resident's privacy to the extent reasonably practicable, Operator may enter Resident's Suite at any time without notice: (a) if we reasonably believe that an emergency may exist, (b) in accordance with a court order, and (c) if the premises appear to have been abandoned by Resident.

- L. Residents and their guest must refrain from language or conduct which is objectionable to others, including, for example, profane or obscene words or phrases, speaking loudly or boisterously, and any behavior or conduct which offends others.
- M. Resident shall not do anything to harass, embarrass, or purposefully inconvenience any of his or her neighbors within the Residence, any occupants of adjoining premises, or any of the Residence's staff members, visitors, or contractors.
- N. Residents are requested to notify the Reception Desk when they plan on having guests. All guests must use the front main entrance, sign in upon their arrival, and sign out upon departure at the Reception Desk. Residents must consult with the Executive Director of the Residence with any requests for a guest stay that is anticipated to exceed one week's duration. All guests must at all times abide by the all of the Rules. The Operator reserves the right to restrict any individual's visitation rights or to bar a visitor entirely if the Residence determines that the guest may pose a threat to the Resident or to other residents or to staff in the Residence, or if the guest is disruptive to the care of the Resident or other residents, is abusive to our staff or if the guest's presence otherwise had a negative effect on any resident's physical or mental well-being.
- O. Residents and their guest may not make or allow any noises in Resident's Suite or the Residence's common areas which will disturb or interfere with the rights, comforts or convenience of other residents. Musical instruments and audio-visual equipment are welcome in Resident's Suite if they are played at a volume that will not disturb other people.
- P. Residents may not obstruct, encumber or use the common areas of the Residence (including sidewalks, entrances, passages, courts, vestibules, stairways, corridors and halls) for any purpose other than leisure recreation (except as may be approved for specific events with the prior approval of the Residence's Executive Director).

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- Q. The Resident will not keep a dog, cat, bird, fish, or other pet of any kind in the Suite unless the Resident and Operator have executed the Pet Agreement, which will be provided to you if you currently have a pet or if you acquire a pet during your residency.
- R. If at any time the Resident wishes to use a motorized vehicle, he/she must execute a Motorized Vehicle Agreement attached hereto as Exhibit XI.A.
- S. The Operator will assist the Resident in obtaining and maintaining a primary physician or source of medical care of choice, who is responsible for the overall management of the Resident's health and mental health needs.

XX

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EXHIBIT XI.A.

MOTORIZED VEHICLE AGREEMENT

**AGREEMENT REGARDING USE
OF A MOTORIZED ELECTRIC CART**

I have purchased/leased a motorized wheelchair, cart or scooter for my own use. I understand that use of the motorized cart in the Community is subject to the following requirements. These requirements are based on concerns for the safety of all residents.

1. Safety Rules. I understand that I am responsible for compliance with all Safety Rules. Failure to adhere to Safety Rules will result in assessments, described in Section 3 below, which could lead to denial of, or limitations on, the resident's continued use of the motorized cart.

2. Orientation. I agree that before operating a motorized cart, I will attend an orientation by a member of the Resident Care staff as to the Community layout and environment to familiarize me with any hazards that may be encountered while using the motorized device and as to the Safety Rules.

3. Assessments. I understand and agree that I may be assessed by a nurse regarding operation of a motorized cart, in consultation with my physician.

4. Sole Use. I will not allow any other person to use my motorized cart.

5. My Liability. I understand that I am liable for any injuries or damage that may be caused by my use of the motorized cart (including injuries or damages caused when the cart is parked). I have been advised that I may wish to consider, but am not required to, purchase liability insurance covering such injuries or damages.

Resident's Signature

Resident's Name (please print)

Date _____

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EXHIBIT XV.

**RIGHTS AND RESPONSIBILITIES OF RESIDENTS IN ASSISTED LIVING
RESIDENCES**

RESIDENT'S 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;

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(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 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 THEIR 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 THAT AN 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 AND TO RESPECT THE PERSONAL 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

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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 THESE 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 XVI.

OPERATOR PROCEDURES: RESIDENT GRIEVANCES AND RECOMMENDATIONS

The Operator encourages all resident and family members to express any complaints about the Residence and to suggest remedies or improvements in policies and services. The Operator will respond within twenty-one (21) days. We also encourage residents and family members to let staff know when services and policies are satisfactory and should continue unchanged.

PROCEDURES:

The residence's steps for making a complaint and/or recommendation which are as follows:

1. Make a complaint by placing a statement of the complaint in the special Resident Complaint Dropbox located near the Concierge at the front desk. (You may place a statement anonymously if you choose.)
2. Discuss the concern or complaint with the Executive Director of the Residence. If there is no resolution to the matter or you do not feel comfortable discussing the matter with the Executive Director, then,
3. Discuss the concern or complaint with the Regional Director of Operations for the Residence, Julie Lombardo, who may be reached at 617-921-0163. If there is no satisfaction, then

Contact the Benchmark Senior Living Customer Experience Team to express the complaint through the following methods:

Phone: (781) 489-7100

Email: BenchmarkCustomerExperience@benchmarkquality.com

Mail:

Customer Experience
Benchmark Senior Living
201 Jones Road – Third Floor West
Waltham, MA 02451

If there is no satisfaction, then

4. Contact the Senior Vice President of Operations, Bob Moran, who may be reached at 781-489-7148. If you are still unsatisfied, then
5. Contact the following agencies:

New York State Department of Health
Adult Care Facility Complaint Hotline
Phone Number: 1-866-893-6772

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Ombudsman
New York State Long Term Care Ombudsman
Toll-Free Number: 1-855-582-6769
Local Number: 516-466-9718

Another way to air grievances is through the monthly Resident Council meetings. you may submit a grievance to the Resident Council in writing in advance of a meeting, or verbally during a meeting. Grievances and recommendations for change or improvement in residence operations and programs which are presented by residents, their family or representatives (or sent anonymously) and received/reviewed by the Resident Council, will be responded to in writing within 21 days of receipt.

At no time will any team member of the Residence take any improper action against a resident for making a complaint, whether or not the complaint is valid. The Residence will consider dismissing any employee who is found to be threatening, ignoring, humiliating, retaliating or discriminating against residents who voice complaints.

Resident grievance(s) and recommendations will remain confidential. Regardless of the way in which a Resident or family member raises a complaint, a member of Operator's or Manager's staff will respond in a timely manner to the matter and inform the Resident or family member of the response.

The Operator will post these procedures prominently at the Residence.

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EXHIBIT XVII.

ENHANCED ASSISTED LIVING RESIDENCY ADDENDUM

This is an addendum to a Residency Agreement made between BSL Smithtown Operations, Inc. (the "Operator"), _____ (the "Resident" or "You"), _____, (the "Resident's Representative"), and _____ (the "Resident's Legal Representative"). Such Residency Agreement is dated _____.

This addendum adds new sections and amends, if any, only the sections specified in this addendum. All other provisions of the Residency Agreement shall remain in effect, unless otherwise amended in accordance with this Agreement. This Addendum must be attached to the Residency Agreement between the parties.

I. Enhanced Assisted Living Certificate

The Operator is currently certified by the New York State Department of Health to provide Enhanced Assisted Living at Whisper Woods of Smithtown located at 71 St. Johnland Road, Smithtown, NY 11787

II. Physician Report

You have submitted to the Operator a written report from your physician, which report states that:

- a. Your physician has physically examined you within the last month prior to your admission into this Enhanced Assisted Living Residence; and
- b. You are not in need of 24-hour skilled nursing care or medical care which would require placement in a hospital or nursing home.

III. Request for and Acceptance of Admission

You have requested to become a Resident at this Enhanced Assisted Living Residence (the "Residence") and the Operator has accepted your request.

IV. Specialized Programs, Staff Qualifications and Environmental Modifications

Attached as Exhibit EALR # 1 and made a part of this Agreement is a written description of:

- Services to be provided in the Enhanced Assisted Living Residence;
- Staffing levels;
- Staff education and training work experience, and any professional affiliations or special characteristics relevant to serving persons in the Enhanced Assisted Living Residence; and

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- Any environmental modifications that have been made to protect the health, safety and welfare of persons in the Residence.

V. Aging in Place

The Operator has notified you that, while the Operator will make reasonable efforts to facilitate your ability to age in place according to your Individualized Service Plan, there may be a point reached where your needs cannot be safely or appropriately met at the Residence.: If this occurs, the Operator will communicate with you regarding the need to relocate to a more appropriate setting, in accordance with law.

VI. If 24 Hour Skilled Nursing or Medical Care is Needed

If you reach the point where you are in need of 24 hour skilled nursing care or medical care that is required to be provided by a hospital, nursing home or a facility licensed under the Mental Hygiene Law, the Operator will initiate proceedings for the termination of this Agreement and to discharge you from residency, UNLESS each of the following conditions are met:

- a. You hire appropriate nursing, medical or hospice staff to care for your increased needs; AND
- b. Your physician and a home care services agency both determine and document that with the provision of such additional nursing, medical or hospice care, you can be safely cared for in the Residence, and would not require placement in a hospital, nursing home or other facility licensed under Public Health Law Article 28 or Mental Hygiene Law Articles 19, 31, or 32; AND
- c. The Operator agrees to retain you as Resident and to coordinate the care provided by the Operator and the additional nursing, medical or hospice staff; AND
- d. You are otherwise eligible to reside at the Residence.

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VII. Addendum Agreement Authorization

We, the undersigned, have read this Addendum Agreement, have received a duplicate copy thereof, and agree to abide by the terms and conditions therein.

Dated: _____

(Signature of Resident)

Dated: _____

(Signature of Resident's Representative)

Dated: _____

(Signature of Resident Legal Representative)

Dated: _____

Benchmark Senior Living LLC, on behalf of
BSL Smithtown Operations, Inc.

By: _____

Title: _____



EXHIBIT EALR #1

Services To Be Provided

- All services available in the Assisted Living Residence
- Physical assistance with walking, wheelchair propelling, transferring and prescribed exercises
- Physical assistance of another person to climb or descend steps
- Intermittent nursing care and services
- Limited assistance with medical equipment
- Chronic unmanaged urinary or bowel incontinence
- Medication assistance
- Assistance with feeding

Staffing

Our staffing is determined by the then-current occupancy and the amount of care our residents require based on the assessment of residents by the nurses and the individualized service plans of our residents, as follows: An inter-disciplinary team, including a nurse, in consultation with a doctor, assesses each resident for the appropriate level of care. Resident Care Associates are then scheduled based upon this analysis of resident needs. Staffing levels are reviewed at least weekly to address the changing number of residents and their care needs. Daily adjustment of staff for particular shifts may occur as well, depending upon residents' needs as well as the preferences of residents for times when they desire to receive meals, baths or other personal care services.

In our Traditional Living/Enhanced Assisted Living setting, on average, we employ no less than two Resident Care Associates (RCAs) during our 7:00 AM – 3:00 PM shift; two RCAs during our 3:00 PM – 11:00 PM shift; and two RCAs during our 11:00 PM – 7:00 AM shift. Overnight staffing will be awake. In addition, a nurse will be on-site on all shifts, supervising the RCAs.

In all cases, the Residence shall assign a minimum of 3.75 hours of personal services staff time per resident per week, in accordance with applicable law.

A nurse shall be on-site at the Residence and on duty 24 hours a day, 7 days per week. A registered nurse shall also be on call and available for consultation 24 hours a day, 7 days a week when not available onsite. Additional nursing coverage may be made available if necessary and documented by your medical evaluation or otherwise by your attending physician and/or your Individualized Service Plan.

In addition, case managers (who may be a licensed nurse also assuming nursing coverage responsibilities at the Residence) shall be on site at least 40 hours per week and as required to meet the case management services needs of the residents.

In addition, the Residence shall have at least the following staffing: a qualified administrator 40 hours per week; 1 hour per resident per week of housekeeping staff; 2 hours per resident per

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week of food service staff, including a food service manager and qualified dietician: 40 hours per week of a qualified activities director.

Although the number of employees may vary from time to time (i.e. attendance in necessary meetings held outside of the Residence; holidays; resident assessments conducted away from the Residence; any extenuating circumstances affecting staff availability such as staff illness, unexpected call-outs, shortage of qualified staff, turnover of staff, etc.), every effort is made to maintain consistent staffing patterns in accordance with needs.

Training

Within the first three months of their employment, all resident care associates attend an intensive 40 hours orientation training program on the Aging Process, Activities of Daily Living, the characteristics and needs of the residents, residents' rights, emergency procedures, dementia care basics and how to deliver care to residents in the Enhanced Assisted Living Residence. In addition, resident care associates complete a hands-on portion of training consisting of shadowing experienced team members, as well as direct observation of their skills and performance to ensure the appropriate application of concepts learned in the classroom training. Other team members receive orientation on the above topic as well as on caring for people with dementia.

Each team member will also receive periodic ongoing education and training in accordance with applicable laws on topics based on their responsibilities as well as the needs of residents living in the Enhanced Assisted Living Residence.

Environmental Modifications

The Residence is a non-combustible (steel framed construction) building. Additional safety features include full coverage fire sprinkler system, smoke barriers, and fire-rated partitions/walls, with all openings (such as doorways) protected with fire-rated and smoke-tight doors equipped with appropriate hardware. In addition, monthly fire drills are held for staff and volunteers at varied times during the day and night. Residents participate in quarterly fire drills, one of which includes a total evacuation of the Residence.

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EXHIBIT XVIII.

SPECIAL NEEDS ASSISTED LIVING RESIDENCY ADDENDUM

This is an addendum to a Residency Agreement made between BSL Smithtown Operations, Inc. (the "Operator"), _____, (the "Resident" or "You"), _____ (the "Resident's Representative"), _____, (the "Resident's Legal Representative"). Such Residency Agreement is dated _____.

This addendum adds new sections and amends, if any, only the sections specified in this addendum. All other provisions of the Residency Agreement shall remain in effect, unless otherwise amended in accordance with this Agreement. This addendum must be attached to the Residency Agreement between the parties.

I. Special Needs Assisted Living Certification

The Operator is currently certified by the New York State Department of Health to provide Special Needs Assisted Living at Whisper Woods of Smithtown located at 71 St. Johnland Road, Smithtown, NY 11787

II. Request for and Acceptance of Admission

You or your Resident Representative or Legal Representative have requested that you become a Resident at this Special Needs Assisted Living Residence (the "Residence") and the Operator has accepted such request. At our Residence, our Special Needs Assisted Living Residence is called our "Harbor Special Needs Program."

III. Specialized Programs, Staff Qualifications and Environmental Modifications

Attached as Exhibit SNALR #1 and made a part of this Agreement is a written description of:

- Specialized services to be provided in the Special Needs Residence;
- Staffing levels;
- Staff education and training and work experience, and professional affiliations or special characteristics relevant to serving persons with specific special needs; and
- Any environmental modifications that have been made to protect the health, safety and welfare of Residents.

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IV. Addendum Agreement Authorization

We, the undersigned, have read this Addendum Agreement, have received a duplicate copy thereof, and agree to abide by the terms and conditions therein.

Dated: _____

(Signature of Resident)

Dated: _____

(Signature of Resident's Representative)

Dated: _____

(Signature of Resident Legal Representative)

Benchmark Senior Living LLC, on behalf of BSL
Smithtown Operations, Inc.

Dated: _____

By: _____

Title: _____

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EXHIBIT SNARL #1

WHISPER WOODS OF SMITHTOWN **HARBOR SPECIAL NEEDS PROGRAM PLAN OF OPERATION**

I. Philosophy and Mission of Our Harbor Special Needs Program

Our Special Needs Assisted Living Residence, known as our "Harbor Special Needs Program," provides special care and specialized programming for residents with Alzheimer's disease or other dementias.

In the Harbor Special Needs Program, we create an environment for our memory-impaired residents that promotes a sense of autonomy and choice, love and belonging, self-esteem and the ability to make a contribution. We understand that each resident is unique with a lifetime of experiences and memories that remain accessible and can be shared and understood.

Each resident is entitled to live a life with dignity, and to have a sense of trust in and control over his or her environment. We relate to the person, not to the disease or its symptoms. We understand that basic human needs are the same for everyone, including people with dementia. Every resident is treated with respect.

II. Admission and Discharge Criteria

Whether an internal move from our traditional assisted living or admission of a new resident to our Residence, our decision about whether the Harbor Special Needs Program and the services it offers are appropriate will be based on the resident's health and functional status. The resident must have been diagnosed by his or her physician as having mild to moderate Alzheimer's disease or other dementia.

The resident will need to provide a physician's statement about his or her current health status; we will require this statement to be written on the "Assisted Living Residence Medical Evaluation" form (DOH form 3122). Our registered nurse will also assess the resident's health status and functional abilities before a decision is made. Admissions decisions are based on information obtained from the physician and on this assessment. Generally, Harbor Special Needs admissions decisions are based on whether the services we provide can meet the resident's needs. However, there are certain health and functional conditions that, if present, would mean that we are unable to meet those needs based on state regulations.

III. Assessments and Service Planning

Our Registered Nurse assesses the resident's health status and functional abilities before any move to our Harbor Special Needs Program. All residents are reassessed by a

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Registered Nurse at least once every six (6) months thereafter or whenever there is a significant change in the resident's condition.

The resident's Individualized Service Plan is based on these assessments. The resident and his or her legal representative and/or family members are involved at a service plan meeting in developing the Individualized Service Plan, which describes the care and services we will provide.

A change in the resident's assessment may result in changes in the resident's Individualized Service Plan if the assessment indicates that the resident needs more care or services or different kinds of care and services.

IV. Staffing; Staff Training

Staffing

Our staffing is determined by the then-current occupancy and the amount of care our Harbor Special Needs residents require based on the assessment of residents by the nurses and the individualized service plans of our residents, as follows: An inter-disciplinary team, including a nurse, assesses each resident for the appropriate level of care. Resident Care Associates are then scheduled based upon this analysis of resident needs. Staffing levels are reviewed at least weekly to address the changing number of residents and their care needs. Daily adjustment of staff for particular shifts may occur as well, depending upon residents' needs as well as the preferences of residents for times when they desire to receive meals, baths or other personal care services.

In our Harbor Special Needs Program/Assisted Living setting, on average, we employ at a minimum two Resident Care Associates (RCAs) during our 7:00 AM – 3:00 PM shift; two RCAs during our 3:00 PM – 11:00 PM shift; and two RCAs during our 11:00 PM – 7:00 AM shift. Overnight staffing will be awake.

In all cases, the Residence (taken as a whole) shall assign a minimum of 3.75 hours of personal services staff time per resident per week, in accordance with applicable law.

A registered professional nurse shall be on-site at the Residence (taken as a whole) and on duty a minimum of 8 hours per day 5 days per week, and a licensed practical nurse shall be on-site at the Residence and on duty a minimum of 8 hours per day the other 2 days per week. A registered professional nurse shall also be on call and available for consultation 24 hours a day, 7 days a week when not available onsite. Additional nursing coverage may be made available if necessary and documented by your medical evaluation or otherwise by your attending physician and/or your Individualized Service Plan.

In addition, case managers (who may be a licensed nurse also assuming nursing coverage responsibilities at the Residence) shall be on site at least 40 hours per week and as required to meet the case management services needs of the residents.

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In addition, the Residence shall have at least the following staffing: a qualified administrator 40 hours per week; 1 hour per resident per week of housekeeping staff; 2 hours per resident per week of food service staff, including a food service manager and qualified dietician; and 40 hours per week of a qualified activities director.

Although the number of employees may vary from time to time (i.e. attendance in necessary meetings held outside out of the Residence; holidays; resident assessments conducted away from the Residence; any extenuating circumstances affecting staff availability such as staff illness, unexpected call-outs, shortage of qualified staff, turnover of staff, etc.), every effort is made to maintain consistent staffing patterns in accordance with needs. At no time will staffing fall below state mandated minimum levels on each unit.

Training

All Resident Care Associates shall receive at least 40 hours of initial training in topics required by applicable law, including training in caring for persons with dementia, within the first three months of their employment and thereafter shall receive at least 12 hours of training annually in relevant topics. In addition, Resident Care Associates receive an annual assessment of their performance and effectiveness, including at least one direct observation of performance.

All Harbor Special Needs Program employees including those who are not licensed or certified (for example, housekeeping and dining staff) also receive orientation relevant to the services being provided in the Harbor Special Needs Program, as well as dementia-specific training annually.

V. Our Physical Environment, Safety and Design Features

The physical environment is an important factor in enhancing the way in which residents experience their daily lives. Our Harbor Special Needs Program apartments and common areas are designed to provide a safe, homelike environment that promotes privacy and orientation while encouraging socialization. Families are asked to furnish the resident's apartment with familiar and meaningful furniture and possessions, photos, pictures and other items that support the resident's sense of continuity and individuality.

The Harbor Special Needs Program is self-contained with its own dining room and common areas and includes security measures to minimize the risk of wandering.

Activities and Recreation

Cultural, social, recreational, spiritual and wellness programs are available to residents both on-site and through group trips. Our goal is to maintain residents' contentment by providing failure-free programming throughout the day. Residents are encouraged to attend, but may choose not to. A program and activity calendar is available for families each month to encourage family involvement as well.

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The Program Director conducts an initial assessment of each resident's likes and dislikes. Ongoing assessments of each resident are completed so that appropriate activities can be provided. Staff is available to explain to families why certain activities have been chosen, and how these activities help the resident to maintain his or her optimal functioning.

VI. Our Family-Centered Approach

We recognize that the care of each person with memory impairment requires a family-centered approach. Each Harbor Special Needs Program resident must have a designated person (Conservator, attorney-in-fact, health care representative or relative) who participates in service planning for the resident. This person most often is a family member. Other family members and friends also play a key role in the care of the memory-impaired resident. Ongoing communication with staff enables families to be part of residents' lives.

We encourage family and friends to visit and to share meals and participate in scheduled activities, including both daily activities and special outings and events. Regularly scheduled family meetings provide opportunities for fun, feedback and support. Educational programs for families are also provided.

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EXHIBIT XIX.

SHARED SUITE ADDENDUM

This Addendum supplements the Residency Agreement (the "Agreement") between BSL Smithtown Operations, Inc. d/b/a Whisper Woods of Smithtown (the "Operator"), and _____ ("you") dated _____ and is hereby made part of that Agreement.

You have requested shared occupancy. You have seen the Suite, and you are aware of the room layout and the level of privacy available under this arrangement. You specifically requested and agreed to this arrangement. The Agreement that you have signed specifies a "Shared Occupancy" rate in your monthly fee schedule. By signing the Agreement and this Addendum, you are agreeing that you will share your Suite with an unrelated person, and specifically consenting to this type of occupancy. We often refer to this arrangement as "companion-style occupancy." Companion-style occupancy may consist of sharing a single bedroom or may consist of each Suite companion being entitled to use one of the two rooms in a single bedroom Suite. The arrangement that you will have is [check one]:

- ☐ Sharing a single bedroom;
- ☐ Each Suite companion occupies a separate sleeping space in the Suite.

A resident choosing companion-style occupancy must at all times be respectful of his or her Suite companion's privacy, belongings and space. Residents living in companion-style occupancy must abide by the following special requirements:

- Even if you have not been assigned a Suite companion immediately upon your move-in under a shared occupancy rate, we reserve the right to provide you with a Suite companion at any time, and your Suite must be ready for such person to move in on very short notice.
- Although we will try to take personal preferences into account, we cannot guaranty choice of Suite companion. Suite companions chosen by us will in all cases be of the same sex.
- In situations in which Suite companions do not get along, we will use reasonable efforts to accommodate the Suite companions by moving one or both, subject to space availability of similar Suite types within the building. We cannot guaranty that space will be available immediately.
- If your Suite companion moves out, a new Suite companion will be assigned to your Suite by us unless you choose to change to sole occupancy. If you choose sole occupancy, you must notify us of your choice and enter into a new

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Residency Agreement specifying the higher sole occupancy fee within seven (7) days of notice that your Suite companion will cease to occupy the Suite.

- You agree to make reasonable efforts to respect your Suite companion's privacy at all times, and particularly during family visits and when personal care is being provided.
- If you would like a privacy screen for use in your bedroom, please see our Executive Director.
- Your furniture and belongings should be limited to half of the Suite only (or, if each Suite companion has one of the two rooms in a single bedroom Suite, should be located only in the room that you occupy), to allow space for your Suite companion's personal belongings and furniture.
- No pets are permitted in companion-style occupancy.
- The Community will offer private meeting rooms, upon advance request and subject to availability, for family or other visits in which a Suite companion requires privacy.
- If you decide that you would like to move to another Suite, the Operator will reasonably accommodate your request. You will be required to sign a new Residency Agreement for the new Suite. Your move will be subject to Section I.A.7 of the Residency Agreement, "Relocation."

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All terms and conditions of the Agreement remain unchanged and in full force and effect.

RESIDENT OR LEGAL REPRESENTATIVE¹:

Name: _____

Signature: _____

Date: _____

RESPONSIBLE PARTY:

Name: _____

Signature: _____

Date: _____

Please note that if the Resident has a Responsible Party, the Responsible Party must also sign and agree to be bound by the additional responsibilities described in the Responsible Party Agreement.

**BENCHMARK SENIORLIVING LLC
ON BEHALF OF THE COMMUNITY**

Name: _____

Signature: _____

Date: _____

Title: _____

¹ The Legal Representative is a person authorized by the Resident and/or applicable law to make health care and contract decisions on the Resident's behalf in connection with his or her residency. The Resident must have a Legal Representative if the Resident does not wish to, or is not capable of making, health care or contracting decisions on his or her own behalf.

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EXHIBIT XX.

PET AGREEMENT

Benchmark Senior Living LLC recognizes the value of personally owned pets. Pet owners are required to maintain proper cleanliness and consideration to other residents living in the community. The Executive Director must approve, in writing, all pets before they are permitted to reside in the Community. The Community reserves the right to refuse any pet that exhibits hostile behavior or may be unsuitable to live in the Community. In addition, the Executive Director may terminate the Pet Agreement (at any time) if any of the following conditions are not met by the owner:

- Each resident is only permitted to have one pet living in their apartment.
- There is a \$500 Pet Deposit (which may be refundable; See "Acceptance of Pet Agreement" page)
- Caged pets such as birds, gerbils, etc. and aquarium pets are permitted but must be kept caged. A cat or small dog (under 50 pounds) may be permitted; however, an exception may be made for guide dogs or animals that assist handicapped individuals.
- Pets must be neutered / spayed.
- Pets are not permitted in the dining room or kitchen areas.
- Pets brought outside of the resident's apartment are required to be caged or on a leash and under control at all times.
- Dogs and cats must be licensed / registered and have all vaccinations up to date. Proof will be required upon entry to the Community and annually thereafter.
- Care and feeding of pets is the sole responsibility of the resident.
- Care shall be taken to assure that pets do not damage the Community's property or the property of any other resident. The cost to repair any damages caused by the pet is the responsibility of the pet's owner.
- Care shall be taken to ensure that pets do not injure associates or residents in the Community. The cost of any medical treatment resulting from a pet shall be the responsibility of the pet's owner.
- All pets shall be groomed so that they are clean and free from objectionable odor.
- All pet waste and debris must be disposed of in a sanitary manner in the designated outdoor area near the rear of the building.
- Pets that constitute a threat in any way to the health and safety of other persons must be immediately removed from the premises.
- No pets are permitted in companion-style occupancy.

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NYS Department of Health
Reviewer's Initials: 

Dogs & Cats Only

In addition to this signed agreement, a deposit as stated in the Community's fee schedule, will be required before any cat or dog is permitted to reside at the Community. The deposit, with accrued interest and less damages, will be returned within 30 days after the resident vacates the apartment or ceases to keep his/her pet on the premises.

Alternate Pet Caretaker

An alternate pet caretaker must agree, in writing, to accept immediate responsibility for the care of the pet in the event of the owner's illness or incapacity to care for it. In addition, the resident grants the Community permission, in writing, to summon animal services in the event of a pet emergency if the alternate pet caretaker is unreachable.

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NYS Department of Health
Reviewer's Initials: 

ACCEPTANCE OF PET AGREEMENT

Pet Name: _____

Female / Male

Type of Pet / Breed: _____

Spayed / Neutered

Veterinarian: _____

Address: _____

Phone Number(s): _____

- ☐ Resident has provided copies of the pet's recent inoculations / vaccinations to the Community upon signing the Pet Agreement.
- ☐ Resident agrees to provide updated pet information to the Community as it may change from time to time.
- ☐ Resident understands that non-compliance with the Pet Agreement may warrant termination of residency and/or the removal of the pet from the Community.
- ☐ Resident has paid the required Pet Deposit of \$500 in accordance with the Community's fee schedule.
- ☐ Resident understands that the Pet Deposit plus interest earned will be returned, less any charges for damages or cleaning, 30 days after the apartment is vacated by the resident or the resident ceases to keep the pet. A statement of the costs of any damages or cleaning will be mailed to the resident.

The resident / responsible party has read and agrees to abide by the Pet Agreement by signing below.

Resident's Name

Resident's Signature

Apt #

Alternate Pet Caretaker's Name

Alternate Pet Caretaker's Signature

Date

Address / City / State / Zip Code

Phone Number(s)

Signature of Alternate Pet Caretaker

Signature of Executive Director

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APPROVED
Div of Adult Care Facilities and
Assisted Living Surveillance

JUL 17 2018

NYS Department of Health
Reviewer's Initials: 