Assisted Living Residence

BRIGHTVIEW TARRYTOWN RESIDENCY AGREEMENT

APPROVED
BY NYS Department of Health
9/11/15 (date)
PLV (project manager)

#465669
010145-0064
08/28/2015

BRIGHTVIEW TARRYTOWN RESIDENCY AGREEMENT

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BY NYS Department of Health
9/11/15 (date)
(project manager)

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RESIDENCY AGREEMENT

THIS RESIDENCY AGREEMENT (this "Agreement") is made as of this ___ day of _____, 20___, between **BV TARRYTOWN OPERATOR, LLC** ("Operator"), _____ ("Resident", "You" or "you"), _____ ("Resident's Representative", if any) and _____ (Resident's Legal Representative", if any).

RECITALS

A. Operator is licensed by the New York State Department of Health to operate at 191 Old White Plains Road, Tarrytown, New York 10591 an Assisted Living Residence (the "Community") known as Brightview Tarrytown and as an Adult Home. Operator is also certified to operate, at this location, an Enhanced Assisted Living Residence ("EALR") and Special Needs Assisted Living Residence ("SNALR").

B. You have requested to become a Resident at the Community and Operator has accepted your request.

C. Operator and Resident wish to enter into this Agreement to set forth the terms and conditions of your residency at the Community.

AGREEMENTS

I. Housing Accommodations and Services.

This Agreement shall commence on _____, 20__ and continue until terminated in accordance with the terms of this Agreement.

A. Housing Accommodations and Services.

1. **Your Apartment**. You have selected Apartment # ____ in which to live (the "Apartment" or "your Apartment"). You will have a personal and non-assignable right to live in your Apartment, subject to the terms of this Agreement and the House Rules (as defined in Section VIII). The door to your Apartment shall be secured by a lock and Operator shall

retain an extra copy of the key to the lock. In the event that you lose the key to your Apartment, Operator shall provide a replacement key or, at your request, replace the lock, each at your expense in accordance with the cost of such replacement as set forth on the Fee Schedule (as defined in Section III.A.2). By signing this Agreement, you acknowledge that you have inspected the Apartment and that, except as described on the "Apartment Inspection Report" attached to this Agreement as Exhibit I.A (the "Apartment Inspection Report"), (i) the Apartment is clean and in good condition and (ii) all lights and other equipment in the Apartment are in good working order. You further acknowledge that, except as set forth on the Inspection Report, Operator has not agreed to decorate, repair, replace or improve the Apartment except as expressly required in this Agreement.

2. **Common Areas**. You will be entitled to share with all other residents of the Community the use of the grounds and common facilities at the Community subject to the rules and regulations of the Community, including all game or activity rooms, dining rooms, lounges, courtyard areas and similar rooms specified for use by all residents (collectively, the "Common Areas"). Operator may modify, expand or eliminate Common Areas in its sole discretion.

3. **Furnishings/Appliances Provided By 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 Operator in your Apartment.

4. **Furnishings/Appliances Provided by You**. You may decorate and furnish your Apartment in accordance with your own individual tastes and preferences, provided, however, that you must obtain Operator's prior written approval prior to painting your Apartment and/or decorating or making any modifications that would affect the exterior appearance of your Apartment. The use of appliances such as space heaters, electric blankets, toaster ovens, hot plates and similar items and devices in your Apartment are prohibited.

5. **Utilities**. The Fee Schedule (Exhibit III. A.2) sets forth those utilities included in your Monthly Fees. At your option and expense, you may obtain other utilities, such as cable service, telephone and internet service desired by you and approved by Operator.

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PRV (project manager)

6. **Maintenance and Repair**. Operator will be responsible for making all necessary repairs to your Apartment. However, you will be responsible for reimbursing Operator for the cost of any repairs to your Apartment that are not the result of normal wear and tear and not caused by Operator's negligent or intentional acts. You shall also be responsible for the costs of repair and restoration associated with damage to any other part of the Community which you cause through intentional or negligent acts. All costs for which you are responsible shall be billed to you and shall be due and payable within thirty (30) days of your receipt of such bill. Notwithstanding the foregoing, you and/or Resident's Representative retain any and all rights under law and equity, to contest the imposition of any such costs and fees, and to assert any claims you have against Operator for damages, losses, liabilities, obligations, property damages or other expenses of any type (including court costs and attorneys' fees) as ordered by a court of competent jurisdiction resulting from, arising out of or related to, the acts or omissions of Operator or its employees, agents or contractors.

You shall give Operator prompt notice of any repairs needed to your Apartment or any other part of the Community, including, without limitation, any plumbing malfunction, water leak, electrical problem or problems with heating and air conditioning equipment. In addition, you shall immediately report to Operator any inoperable window or door in your Apartment or within the Community. Except in the case of emergency maintenance needs, which shall be reported immediately to the Management Office and include loss of heat or air conditioning, fire, power failure, lack of running water, blocked drain, flooding and being locked out of your Apartment, all notices are to be in writing and submitted to the Management Office during normal business hours.

B. Basic Services. Included in your Basic Rate (as defined in Section III.A.1) are those services set forth on the Fee Schedule and identified as "Charter Service" and in accordance with your Individualized Service Plan ("ISP").

C. Additional Services. The following additional services are also available:

1. **Parking**. Parking is available for an additional charge, if any, as set forth on the Fee Schedule. The charge for parking is subject to change from time to time in accordance with this Agreement.

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2. **Safety; Emergency Response**. Operator shall provide reasonable staffing of the Community on a twenty-four (24) hour, seven (7) day a week basis in accordance with the assisted living regulations. Resident agrees to abide by rules prohibiting unauthorized access through locked doors or other means. The Community is equipped with exterior lockable doors and windows, and a signaling system that alerts employees to individuals entering or leaving the building. In addition, emergency signaling devises are provided at marked locations throughout the Community. Employees are available at all times to request emergency medical and protective services, such as police and ambulance service. Emergency medical and protective services are not furnished by Operator and any costs related to those services are the sole responsibility of Resident. Notwithstanding the foregoing, you acknowledge and agree that Operator is not an insurer of your person or property, and is not liable for personal injury or property damage, including but not limited to, damage to, loss or theft of vehicles or personal property of you or your guests, unless loss or damage is caused by Operator's actions or negligence or the actions or negligence of Operator's employees, agents or contractors It is recommended that you, at your expense, obtain insurance as set forth in Section XIII.E below.

3. **Community Scheduled Transportation**. Operator will furnish pre-scheduled transportation to pre-determined local areas. Transportation costs other than those incurred for regularly scheduled activities are the responsibility of Resident and shall be assessed according to the Fee Schedule.

4. **Health Services**. Health services will be provided to you as set forth in Section I.D below.

5. **Other Services**. Services not specified in this Agreement may be made available to you, at the discretion of Operator, for an additional charge. A current schedule of costs for optional services are shown on the Fee Schedule (Exhibit III. A.2) under the heading "Additional Fees". Services not listed in this Agreement are not provided at the Community.

D. Health Services.

1. **Health Care and Social Services**. You agree to retain, at your cost, a physician or other appropriate medical practitioner to care for your health. Operator will provide

reasonable assistance with access to this personal physician, as well as the following other health related services: social work; rehabilitation services; durable medical equipment; home health and hospice services; skilled nursing services; oral health care; podiatry; dietary consultation services; counseling; psychiatric services; and such other specialty health and social work services as you may require. The costs of these services are not included in the Monthly Fees and are the sole responsibility of Resident. A listing of any providers offering home care or personal care services under an arrangement with Operator, and a description of the licensure or certification status of each provided is set forth in Exhibit I.D of this Agreement. Such Exhibit will be updated as frequently as reasonably necessary.

2. **Medication Management**. You may obtain medications from any pharmacy of your choosing. If Operator is assisting in administering medication, Operator shall ensure that all medications are stored and dispensed as required in the applicable regulations. If you are capable of self-administering medication, Operator shall periodically reassess you for the ability to safely self-administer. If you are incapable to self-administer medication, Operator shall ensure consultation, on-site review and assistance with administration of medications by staff as required under any applicable regulations for medication management. The costs of medication management services, including consultation, on-site review and assistance with administration of medications by staff are included in your Monthly Fees.

3. **Emergency Services**. Resident hereby authorizes Operator to obtain emergency health care services and/or supplies (including ambulance transportation and pharmaceuticals) at Resident's expense, **whenever**, in Operator's discretion, such services and/or supplies are deemed necessary. In an emergency, Operator may transfer Resident immediately to a facility that Operator deems more appropriate for the type of care required by Resident.

In the event of an emergency, including, but not limited to, accident, fire, flood, power outage or act of God, Operator reserves the right to arrange for continuous, substitute accommodation and care of Resident. This includes, but is not limited to, transferring Resident to another assisted living residence and/or contracting with other parties or providers capable of furnishing the services covered under this Agreement. In the event of such an emergency,

Resident may be assessed additional charges as are reasonable and necessary for services, materials, equipment and food supplies during such an emergency.

II. Disclosure Statement.

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.

A. Basic Rate.

1. **Basic Rate**. Resident, Resident's Representative and Resident's Legal Representative *(add any other party to be charged under the agreement)* agree that Resident *(or other specified party)* will pay, and Operator agrees to accept, on a monthly basis, the basic service fee (the "Basic Rate") and other monthly fees (together with the Basic Rate, the "Monthly Fees") all as set forth on the Fee Schedule under the heading "Monthly Fees", as well as any Additional Fees (defined below) incurred and not included as part of the Monthly Fees. Your Monthly Fees as of the date of this Agreement are ($_____ per month) ($_____ per day).

2. **Additional Fees**. In addition to the payment of the Monthly Fees, Resident shall be responsible for the payment of fees for additional services obtained by you in accordance with the schedule attached as Exhibit III.A.2 and made a part of the Agreement (the "Fee Schedule") and, subject to Section B below, Resident shall be responsible for the payment of any fees Operator incurs with respect to items or services not listed on the Fee Schedule or included in the Monthly Fees which are necessary for your continued health or safety (each an "Additional Fee" and collectively, the "Additional Fees").

B. **Additional or Community Fees.**

1. An Additional Fee may be at Resident's option. In some cases, the law permits Operator to charge an Additional Fee without the express written approval of Resident (See Section III.E).

2. A Community Fee is a one-time fee used for the upkeep of the grounds and physical building that Operator may charge at the time of admission. 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. The Community Fee is 100% refundable for any depositor prior to move-in that requires a higher level of care than can be provided by Brightview and/or is not accepted for residency by Brightview. The prospective Resident, once fully informed of the terms of the Community Fee, may choose whether to accept the Community Fee as a condition of residency in the Community, or to reject the Community Fee and thereby reject residency at the Community. The Community Fee to be charged to you is $_____.

3. Any charges by Operator, whether a part of the Basic Rate, Monthly Fees Additional Fees or Community Fee, shall be made only for services and supplies that are actually supplied to Resident.

C. **Billing and Payment Terms.** Operator will bill Resident each month in advance for the Monthly Fees during the period covered by such invoice. In addition, each monthly invoice will include all Additional Fees incurred by you for any and all services provided to you for the prior month. Resident agrees to pay all such fees and charges on the first day of the month following receipt of the invoice from Operator. In addition, you shall be responsible for any cost or expense incurred by Operator with respect to (i) repair of any damage to your Apartment or other property of the Community caused by you or your guests beyond that of normal wear and tear, (ii) the enforcement of any provision of this Agreement, including, without limitation, filing fees and reasonably attorneys' fees, and (iii) any other fees or expenses for which you are responsible as otherwise set forth in this Agreement. The foregoing obligations are subject to your rights and the rights of Resident's Representative at law and equity, to contest the imposition of any such costs and fees, and to assert any claims you have

against Operator for damages, losses, liabilities, obligations, property damages or other expenses of any type (including court costs and attorneys' fees) as ordered by a court of competent jurisdiction. In the event Resident can no longer make payments, Operator will initiate termination of this Agreement as outlined in Section X.

D. Late Payments; Returned Checks. In the event that you fail to pay any Monthly Fees or Additional Fees within five (5) days after same becomes due and payable, you shall also pay to Operator a late payment fee equal to five percent (5%) of such unpaid sum. Such late payment fee shall be in addition to the Monthly Fees or Additional Fee and shall be promptly paid to Operator. You shall be solely responsible for any fees charged to Operator with respect to the return of any check from you to Operator.

E. Adjustments to Basic Rate or Additional Fees.

1. Subject to the provisions of paragraphs 2, 3 and 4 below, Operator reserves the right to adjust the rates of any item set forth on the Fee Schedule upon forty-five (45) days advance written notice to Resident and thereafter Resident shall pay such adjusted rate. The Community Fee is a one-time fee, therefore, there can be no subsequent increase in a Community Fee once the Resident has moved-in.

2. 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, Operator may increase such rate or fee upon less than forty-five (45) days written notice.

3. If Operator provides additional care, services or supplies upon the express written order of your primary physician, Operator may, through an amendment to this Agreement, increase the Basic Rate, the Monthly Fees or any Additional Fees upon less than forty-five (45) days written notice.

4. In the event of any emergency which affects you, Operator may assess Additional Fees for your benefit as are reasonable and necessary for services, material, equipment and food supplied during such emergency without the requirement of prior written notice to you.

F. **Apartment Hold Policy.** If you temporarily leave the Community for an extended period, including, but not limited to times when you are on vacation or are transferred to an outside health care facility, and you ask Operator to "hold" your Apartment, you shall remain responsible for all Monthly Fees and Additional Fees due and owing under this Agreement during those periods. The provision to reserve Resident's apartment does not supersede the requirements for termination, and Resident may choose to terminate this Agreement rather than reserve such space, provided that Resident must provide Operator with the appropriate required notice of such termination.

IV. Refund/Return of Resident Monies and Property.

Upon termination of this Agreement, Operator must provide you, your Resident Representative or Legal Representative or any person designated by you with a final written statement of your payment and, if applicable, personal allowance accounts at the Community not more than three (3) business days after you leave the Community.

In addition, Operator must also return at the time of your discharge, but in no case more than three (3) business days thereafter, any of your money or property which comes into the possession of Operator after your discharge. Operator must refund on the basis of a per diem proration any advance payment(s) which you have made.

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

If you die without a will and the whereabouts of your next-of-kin is unknown, Operator shall contact the Surrogate's Court of the County wherein the Community is located in order to determine what should be done with 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 Operator upon admission or at any time, and provided Operator has agreed to accept such transfer of money, property or things of value, Operator shall enumerate the items given or promised to be given and attach to this Agreement a listing of the items given to be transferred. If applicable, such

listing is or will be 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. Fiduciary Responsibility

It is the policy of the Operator to not hold resident funds.

VII. Tipping.

Operator shall not accept, nor allow the Community 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.

VIII. Admission and Retention Criteria for an Assisted Living Residence.

1. Under the law which governs Assisted Living Residences (Public Health Law Article 46-b), Operator shall not admit Resident if Operator is not able to meet the care needs of Resident, within the scope of services authorized under such law, and within the scope of services determined necessary within Resident's Individualized Services Plan. Operator shall not admit any resident in need of twenty-four (24) hour skilled nursing care.

2. Operator has conducted an initial pre-admission evaluation of you and has determined that you are appropriate for admission to the Community, that Operator is able to meet your care needs within the scope of services authorized under the law and within the scope of services determined necessary for you under your Individualized Services Plan, and Operator is able to provide the level of service that you require (as such levels of service are defined and set forth in Exhibit VII.2 attached hereto and incorporated herein and as the same may be amended or modified from time to time, each a "Service Level"). Based on such evaluation, Operator and Resident agree that Resident shall initially require Service Level _____.

3. If you are being admitted to a duly certified Enhanced Assisted Living Residence, the additional terms of the "Enhanced Assisted Living Residence Addendum" will apply.

4. If you are being admitted to a Special Needs Assisted Living Residence, the "Special Needs Assisted Living Residence Addendum" will apply.

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5. If you are residing in a "Basic" Assisted Living Residence and your care needs subsequently change in the future to the point that you require either Enhanced Assisted Living Care or twenty-four (24) hour skilled nursing care, you will no longer be appropriate for residency in the Basic Residence. If this occurs, Operator will take the appropriate action to terminate this Agreement, pursuant to Section X of this Agreement. However, if Operator also has an approved Enhanced Assisted Living Certificate, has a unit available and is able and willing to meet your needs in such unit, you may be eligible for residency in such Enhanced Assisted Living unit.

6. Enhanced Assisted Living Care is provided to persons who desire to continue to age in place in an Assisted Living Residence and who: (a) are chronically chairfast and unable to transfer, or chronically require the physical assistance of another person to transfer; or (b) chronically require the physical assistance of another person in order to walk; or (c) chronically required the physical assistance of another person to climb or descend stairs; or (d) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or (e) have chronic unmanaged urinary or bowel incontinence.

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

IX. House Rules.

During the term of this Agreement, Resident agrees to consult and comply with all reasonable rules and regulations of the Community (the "House Rules") and be bound by any future House Rules as adopted or modified by Operator upon delivery of same to Resident. Any violation of the House Rules, as the same may be amended from time to time, shall be a breach of this Agreement, at which time Operator may initiate termination of this Agreement as outlined in Section X. Resident acknowledges receipt of the House Rules currently in effect, a copy of which is attached hereto as Exhibit VIII.

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

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

1. Payment of the Community Fee, the Monthly Fee and any Additional Fees as required in this Agreement.

2. Supply of your personal clothing and effects.

3. Payment of all of your medical expenses including transportation for medical purposes, except when payments is 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 Operator with a dated and signed medical evaluation of your medical condition that conforms to regulations of the New York State Department of Health.

5. Promptly informing Operator of any change in your health status, physician or medications.

6. Promptly informing Operator of any change of name, address and/or phone number of your Resident Representative or Legal Representative.

7. Participate as needed with Operator in evaluating Resident's needs and in planning and implementing an appropriate plan for Resident's care;

8. Assist Resident as necessary to maintain Resident's welfare and to fulfill Resident's obligations under this Agreement, including, without limitation, using Resident's assets to pay any and all monetary obligations hereunder;

9. Assist Resident in transferring to a hospital, nursing home, or other medical facility in the event that Resident's needs can no longer be met by Operator;

10. Assist in removing Resident's personal property from the Apartment and, if applicable, any storage area, when Resident leaves the Community; and

11. Make necessary arrangements, or assist the legally responsible person in making necessary arrangements, for funeral services and burial in the event of death of Resident.

XI. Termination and Discharge.

This Agreement and your residency in the Community may be terminated in any of the following ways:

1. By mutual agreement between you and Operator.

2. Upon thirty (30) days prior notice from you or your Resident Representative to Operator of your intention to terminate this Agreement and leave the Community.

3. Upon thirty (30) days written notice from Operator to you, your Resident Representative, your next of kin, the person designated in this Agreement as the responsible party and any person designated by you.

The grounds upon which involuntary termination may occur are for the reasons listed below. If Resident objects to the involuntary termination, Resident has the right to seek legal action and termination can only take place if Operator initiates a court proceeding and the court rules in favor of Operator:

1. Your behavior poses imminent risk of death or imminent risk of serious physical harm to you or anyone else.

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

other available supplemental public benefits. You agree that you will cooperate with such efforts by Operator to obtain such benefits.

3. 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 Community.

4. Operator has had its/his/her operating certificate limited, revoked, temporarily suspended or Operator has voluntarily surrendered the operation of the Community.

5. 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 Community to other residences or is making other provisions for the residents' continued safety and care.

6. You require continual medical or nursing care which Operator is not permitted by law or regulation to provide.

If Operator decides to terminate this Agreement for any of the reasons stated above, Operator will give you, your next of kin, and the person designated in this Agreement as the responsible party, a notice of termination and discharge, which must indicate a discharge date not less than thirty (30) days after delivery of notice (unless Resident and Operator mutually agree upon a shorter period), 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 Operator about the proposed termination and may be represented by an attorney or advocate. If you challenge the termination, Operator, in order to terminate, must institute a special proceeding in court. You will not be discharged against your will unless the court rules in favor of Operator.

While legal action is in progress, Operator must not seek to amend this Agreement on or after the effective date of the notice of termination, fail to provide any of the care and services required by Department regulations and this Agreement or engage in any action to intimidate or harass you.

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BY NYS Department of Health
9/11/15 (date)
BLV (project manager)

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

If Operator proposes to transfer or discharge you, Operator must provide assistance to the extent necessary to assure, whenever practicable, your placement in a care setting which is adequate, appropriate and consistent with your wishes.

XII. Transfer.

Notwithstanding the above, Operator may seek appropriate evaluation and assistance and may arrange for your transfer to an appropriate and safe location, prior to termination of this Agreement and without thirty (30) days prior notice or, where applicable, 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. Your behavior poses an imminent risk of death or serious physical injury to yourself of 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 Community to other residences or is making other provisions for the residents' continued safety and care.

If you are transferred pursuant to this Section, in order to terminate this Agreement, Operator must proceed with the termination requirements as set forth in Section X 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.

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

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9/11/15 (date)
BRV (project manager)

XIII. Vacating Apartment.

Upon the termination of this Agreement, you shall vacate your Apartment, remove all interior alterations made by you and restore your Apartment to its condition as of the date of your initial occupancy, ordinary wear and tear excepted. You understand that you will be responsible for all damage to your Apartment and shall remit any costs assessed by Operator to repair such damage in accordance with Section III.C above. You shall also surrender all keys, emergency call pendants and other similar items to your Apartment to Operator. You understand that you will be charged for any keys, emergency call pendants and/or other similar items that are not returned to Operator. Any property left by you in the Apartment or elsewhere at the Community and not claimed by you within fifteen (15) days following the date you cease to reside in your Apartment will be presumed to have been abandoned by you and Operator may, at its option, take possession of such property and either declare it to be the property of Operator or, at your reasonable expense, dispose of it in such a manner as Operator, in its reasonable discretion, deems appropriate. Resident or Resident's Representative retains any and all rights under law and equity, to contest the imposition of any such costs and fees.

XIV. Resident Rights and Responsibilities.

A. Resident's Rights and Responsibilities. Attached as Exhibit XIII 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 Community. Operator agrees to treat you in accordance with such Statement of Resident Rights and Responsibilities.

B. Right of Entry. Operator reserves the right to enter your Apartment at any time with reasonable notification to Resident for inspection or servicing, in order to maintain your Apartment in a safe and healthy condition, or, without notification, to respond to an emergency. Resident is not permitted to change the entry locks, and Resident is required to cooperate with Operator to permit entry as necessary. Operator or its associates will knock, announce him/herself, and receive permission to enter before entering your Apartment, and will schedule entry in advance if possible.

C. **Responsibility for Damages.** Any loss to real or personal property of Operator due to the fault, negligence or intentional misconduct of Resident, shall be paid for by Resident upon presentation of a suitable written invoice. Resident is responsible for any injury, illness or damage to any other resident due to the fault, negligence or intentional misconduct of Resident, or Resident's guests, invitees or agents. Resident or Resident's Representative retains any and all rights under law and equity, to contest the imposition of any such costs and fees. Operator assumes no responsibility for the actions or omissions of Resident whether intentional or unintentional. Operator is responsible for loss or damage if the loss or damage was caused by the Operator's action or the negligence or that of the Operator's employees, agents or contractors.

D. **Insurance.** Losses or damages to Resident's furnishings or personal effects whether in your Apartment or the Community **are not** covered by Operator's insurance. Residents are strongly encouraged to arrange for insurance coverage of his/her personal items.

XV. Complaint Resolution.

A. **Grievance Procedure.** Resident agrees to direct all suggestions, complaints or grievances, on behalf of Resident or other residents, directly to Operator's Executive Director. Upon receipt of Resident's suggestion, complaint or grievance, the Executive Director shall consult with the appropriate staff and respond to Resident, within seventy-two (72) hours.

In the event that Resident is dissatisfied with the response or decision of the Executive Director, Resident may appeal this response or decision directly to the Regional Director of Operations, in writing, at Brightview Senior Living, 218 North Charles Street, Suite 220, Baltimore, MD 21201.

Operator agrees that residents of the Community may organize and maintain councils or such other self-governing body as residents may choose. 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, which is a federal advocacy program dedicated to protecting people living in long term

care facilities. 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. The statewide toll free number for the Long Term Care Ombudsman Program is 1-800-342-9871. The local number is 914-345-5900 Ext. 7522.

XVI. Miscellaneous Provisions.

1. **Entire Agreement**. This Agreement (which includes all exhibits and attachments) contains the entire agreement between Resident and Operator, and supersedes all prior agreements and representations, except the representations set forth in Resident's application. Resident acknowledges and agrees that Operator has relied upon the representations in Resident's application.

2. **Amendments**. 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.

3. **Document Availability**. The parties agree that this Agreement, any other assisted living residency agreements and related documents executed by the parties shall be maintained by Operator in the Community files from the date of execution until three (3) years after this Agreement is terminated. The parties further agree that such agreements and related documents shall be made available for inspection by the New York State Department of Health upon request at any time.

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

5. **Assignment**. This Agreement is between Resident and Operator, and the rights and privileges as to the Apartment, the Community and services shall not be subleased, transferred or assigned by Resident. Operator's rights and obligations under this Agreement are transferable and/or assignable and consent of Resident is not required for the transfer or assignment of such rights and obligations.

APPROVED
BY NYS Department of Health
9/11/15 (date)
(project manager)

6. **Forms made as Part of This Agreement**. The information submitted by Resident to Operator in applying for admission to the assisted living residence is made a part of this Agreement, including but not limited to Resident's application, medical information and records, confidential financial statement, and, if necessary, personal guaranty. Resident acknowledges that Operator will rely on Resident's statements made on these forms, and warrants that all statements are true, complete and correct.

7. **Guardianship and Powers of Attorney**. Operator's owners, directors or associates will not seek and may not be assigned power or attorney or guardian for Resident.

8. **Waiver of Breach, Not General Waiver**. No waiver of any breach of this Agreement shall be construed as a waiver of any subsequent breach. The receipt by Operator of any sums due under this Agreement with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach.

9. **Notices**. All notices permitted or required under this Agreement shall be in writing. Notice to Operator shall be deemed delivered if personally delivered to the Executive Director of the Community, who will acknowledge receipt thereof, or if sent by Registered U.S. Mail, Return Receipt Requested, to the Executive Director of the Community at the Community's address, or such other address as Operator may designate in writing to Resident. Any notice, bill, statement or communication which Operator may desire or is required to be given to Resident under this Agreement, shall be deemed delivered if delivered personally to Resident, or if sent by Registered U.S. Mail, Return Receipt Requested to Resident at the Apartment address or such other address as Resident may designate in writing to Operator.

10. **Governing Law and Venue**. It is the intention of the parties that this Agreement shall be construed and enforced in accordance with the laws of the State of New York. In the event of a dispute, Operator and Resident agree that venue is proper in the courts of Westchester County, New York.

11. **Medical Releases**. By executing this Agreement you expressly authorize any and all doctors, hospitals, health care providers and health care insurers to release any and all medical information, reports, x-rays, diagnosis, prognosis, prescriptions, history and insurance coverage

provided to you, with the exception of HIV information, to Operator or its agents. Operator will keep all such records confidential as required by applicable federal and state law.

12. **Consent for Audio and Image**. Resident understands that situations may arise within the Community where residents are photographed or recorded on audio/video. Unless you otherwise notify Operator in writing, you hereby consent to (i) the use of your photograph by Operator for promotional purposes, and (i) be involved in a quality review of Operator that may involve taping of voice and image.

13. **Pets**. Subject to the terms of this Section, the House Rules and applicable laws, Resident is permitted to have one (1) pet weighing (at full maturity) no more than twenty-five (25) pounds, provided that, (i) Resident registers such pet with Operator and provides to Operator on an annual basis evidence of all appropriate vaccinations, (ii) Resident pays an Additional Fee as set forth in the Fee Schedule, (iii) Resident accepts full responsibility for any pet owned by Resident, and (iv) Resident adheres to any House Rules and all local laws or regulations regarding pets. Operator reserves the right to request that Resident make other housing arrangements for an existing pet if it is deemed by Operator that Resident cannot adequately care for the pet, or if having a pet poses a risk to Resident or to other residents or associates of the Community. Without the prior written consent of Operator, visiting pets are not permitted within the Community.

14. **Smoke Detector Notice**. Your Apartment is equipped with a dual-powered smoke detector. If the smoke detector contains a properly installed battery, the smoke detector will provide an alarm in the presence of smoke should there be a loss in power and the Operator will be responsible for checking batteries for proper operation. The presence of a properly installed and charged battery should be verified by you prior to occupancy of your Apartment. The Community's smoke detection systems will be inspected or tested by a service company at least once every 12 months, or more frequently if required by local codes. The battery check or regular replacement will be part of the inspection or testing by the service company. **Severability**. If any provision of this Agreement or the application thereof shall, for any reason, be invalid, illegal or unenforceable, neither the remainder of this Agreement nor the application

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of the provision to other persons or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

XVII. 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: _____ _____
(Signature of Operator or Operator's Representative)

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(Optional) Personal Guarantee of Payment

_____ personally guarantees payment of charges for your Monthly Fees and Additional Fees.

_____ personally guarantees payment of charges for the following services, materials or equipment provided to you and that are not covered by your Monthly Fees and Additional Fees:

_____

_____

_____

_____ _____

(Date) Guarantor's Signature

_____

Guarantor's Name (Print)

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(Optional) Guarantor of Payment of Public Funds

If you have a signatory to this Agreement besides yourself and that signatory controls all or a portion of your public funds (SSI, Safety Net, Social Security, other), and if that signatory does not choose to have such public funds delivered directly to Operator, then the signatory hereby agrees that he/she will personally guarantee continuity of payment of your Monthly Fees and Additional Fees and any agreed upon charges above and your Monthly Fees and Additional Fees from either your personal funds (other than Your Personal Needs Allowance), or SSI, Safety Net, Social Security or other public benefits, to meet your obligations under this Agreement.

_____ (Date)

_____ (Guarantor's Signature)

_____ Guarantor's Name (Print)

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Exhibit I.A

Brightview Tarrytown

APARTMENT INSPECTION REPORT

Please complete and return to the Concierge within 5 days

Resident Name:
Apartment #:
Move-In Date:
Apartment Type/Style:
Move-Out Date:

Please review the list of items below and place an 'X' in the YES or NO column to notify whether the apartment is in good condition and working order. For any items you selected 'NO', list that item number and provide a description of the condition in the chart "Description of Unsatisfactory Conditions." ***Mark N/A in the 'YES' column for the items that do not apply to your apartment.***

Item #	ITEM	MOVE-IN		MOVE-OUT	
		YES	NO	YES	NO
Living Room & Dining Room					
1	Cleanliness				
2	Patio Door/Screen				
3	Closets, Tracks, Knobs				
4	Light Fixtures				
5	Doors, Walls, Ceilings				
6	Carpet				
7	Windows/Screens/Blinds				
Bedroom(s)/Den					
8	Cleanliness				
9	Windows/Screens/Blinds				
10	Carpet				
11	Doors, Walls, Ceilings				
12	Closets, Tracks, Knobs				

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Item #	ITEM	MOVE-IN		MOVE-OUT	
		YES	NO	YES	NO
Kitchen					
13	Cleanliness				
14	Refrigerator				
15	Sink/Faucet				
16	Floor Tile				
17	Cabinets/Drawers				
18	Light Fixtures				
19	Walls, Ceilings				
Bathrooms					
20	Cleanliness				
21	Toilet				
22	Sink/Faucet				
23	Shower/Shower Head, Rod				
24	Cabinets				
25	Mirror				
26	Light Fixtures				
27	Towel Bars/Grab Bars				
28	Flooring				
Miscellaneous					
29	Walls, Ceilings, Flooring				
30	Front Door				
31	Smoke Detectors				
32	Heat/Air Conditioning				
33	Switches/Outlets				
34	Water Heater				

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EXHIBIT I.A.3.

FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

1. Refrigerator
2. Carpeting
3. Window Treatments
4. Emergency Call System
5. Smoke Alarm
6. Single bed
7. Mattress
8. Pillow
9. Chair
10. Table
11. Lamp
12. Lockable storeage (that cannot be removed)
13. Dresser
14. Closet Space
15. Hinged Entry Door
16. Sheets/Pillow Cases/Blanket/Bed Spread
17. Towels/Washcloths
18. Soap
19. Toilet Tissue

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EXHBIT I.D.

LICENSURE/CERTIFICATION STATUS OF PROVIDERS

This information will be provided upon receipt of licensure.

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EXHIBIT II

DISCLOSURE STATEMENT

BV Tarrytown Operator, LLC ("Operator") as operator of Brightview Tarrytown (the "Community"), 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 Schedule 1 of this Disclosure Statement.

2. Operator is licensed by the New York State Department of Health to operate at 191 Old White Plains Road, Town of Greenburgh, New York 10607 an Assisted Living Residence as well as an Adult Home.

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Optional Provision Begins.

Below is a list of the needs/conditions that Operator is able to serve and accommodate under its Enhanced Assisted Living Certification:

_____

_____

Below is a list of the needs/conditions that Operator is able to serve and accommodate under its Special Needs Assisted Living Certification.

_____

_____

Optional Provision Ends

Operator will post prominently in the Community, 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 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, Operator will assist you and your representatives to identify and obtain other appropriate living arrangements in accordance with New York State's regulatory requirements.

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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 Community, it may be necessary for you to change your Apartment within the Community.

(List any other health related licensure or certification status of Operator or others providing services at the Community.)

_____

_____

3. The owner of the real property upon which the Community is located is Brightview Tarrytown, LLC. The mailing address of such real property owner is 218 N. Charles Street, Suite 220, Baltimore, Maryland 21201. The following individual is authorized to accept personal service on behalf of such real property owner Deanna DiStasio – Executive Director 652 White Plains Road Tarrytown, NY 10591.

4. The Operator of the Community is BV Tarrytown Operator, LLC. The mailing address of Operator is 218 N. Charles Street, Suite 220, Baltimore, Maryland 21201. *(insert business address of Operator)* The following individual is authorized to accept personal service on behalf of Operator: Deanna DiStasio – Executive Director 652 White Plains Road Tarrytown, NY 10591.

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

NONE

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

NONE

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

8. 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 or regarding Home Care Services is 1-800-628-5972.

9. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll free number 1-800-342-9871 to request an Ombudsman to advocate for the resident. 914-345-5900 Ext. 7522 is the Local LTCOP telephone number. The NYSLTCOP web site is www.ltcombudsman.ny.gov.

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SCHEDULE 1 – CONSUMER INFORMATION GUIDE: ASSISTED LIVING RESIDENCE (ATTACHED)

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EXHIBIT III.A.2.

FEE SCHEDULE

PLEASE SEE ATTACHMENTS FOR:

- *ASSISTED LIVING FEE SCHEDULE*
- *WELLSPRING VILLAGE FEE SCHEDULE*

NOTE: THE APPROPRIATE FEE SCHEDULE WILL BE INSERTED TO THE RESIDENCY AGREEMENT DEPENDING ON THE PLACEMENT OF THE RESIDENT

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EXHIBIT V.

TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

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EXHIBIT VII.2

SERVICE LEVELS

EXHIBIT VIII.

HOUSE RULES

MOVING: The time and date of move-ins and move-outs from the Community shall be coordinated through the Management Office. Move-in and move-out times, dates, entry points and elevators are limited so as to be least disruptive to the other resident's right to the quiet use and enjoyment of the Community. Residents must properly dispose of and "break-down" packing cases, barrels, and boxes.

QUIET ENJOYMENT: All residents have the right to the quiet use and enjoyment of their Apartment and the Common Areas. For the consideration of all, Resident agrees not to play or allow to be played any, radio, stereo equipment, television, musical instrument or operate any other thing so as to permit noise or vibrations to be transmitted beyond his/her Apartment.

Operator acknowledges the right of residents to entertain friends and to have guests, but requires that order and tranquility prevail. Loud, improper or disruptive conduct that might disturb or offend other residents is not permitted.

MINORS: Resident understands and agrees that persons under fourteen (14) years of age shall not be left unattended in or about the Community and must be under the supervision of Resident or a responsible adult at all times.

APPROPRIATE ATTIRE: Residents and guests are required to be appropriately dressed when in any Common Area of the Community. Operator, in its sole discretion, reserves the right to determine what is considered appropriate attire. Your "Resident Handbook" will help further clarify what is and is not appropriate.

SMOKING: Smoking is not permitted in your Apartment. To protect the health and safety of all residents and associates, smoking is only permitted in designated smoking areas.

FIREARMS: Firearms are not permitted in your Apartment or in any other part of the Community.

FLAMMABLE MATERIALS: Residents are not permitted to store gasoline, paint or other flammable materials in their Apartment or any other part of the Community. If Resident requires the use of oxygen, Resident must have written approval from Operator and comply with all reasonable rules regulations with respect thereto.

ALCOHOL: Alcoholic beverages are not permitted in any of the Common Areas of the Community. At Operator's sole discretion, alcoholic beverages may be permitted in limited areas (i.e. the pub) and during limited events (i.e. happy hour; annual holiday party; etc.).

RECREATIONAL & SERVICE FACILITIES: Any recreational and/or service facilities which may be provided in the Community are used at Resident's sole risk. Operator will not be liable for any loss, damage, or injury to any resident, their guests or other persons or property resulting from the use of these facilities, unless such loss or damage is caused by Operator's

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actions or negligence or that of Operator's employees, agents or contractors. Operator shall provide supervision, including on-going monitoring of the Community.

CLEANING AND EXTERMINATION: Residents agree to cooperate with and abide by Operator's instructions if necessary, in conducting extermination of insects and rodents.

EVACUATION DRILL: Evacuation drills will be held periodically to help ensure that resident and associate procedures are well known, understood, effective and efficient. If the alarm sounds, you agree to participate in the drill and to follow the evacuation protocols as outlined in your Resident Handbook and/or found in your Apartment (generally posted on the back of the main door).

SOLICITATIONS: Solicitation of residents is strictly prohibited. Residents should contact the front desk or Management Office if disturbed.

RELATIONSHIPS BETWEEN RESIDENT AND ASSOCIATES: Operator instructs the associates (employees) to be cordial and helpful to residents. The relationship between residents and associates should remain professional and at arm's length. Associates must not be delayed or deterred by residents in the performance of their duties. Associates are supervised solely by Operator's management staff and not by residents. Any complaints about associates or requests for special assistance must be made to the appropriate department head (supervisor) or to the Executive Director.

Giving gratuities to or bequests to individual associates or their family members is not permitted under any circumstance. Where applicable, you may choose to participate in special group programs sponsored by the Community's resident council (i.e. holiday funds, scholarship programs, and the like).

Resident agrees not to hire Operator's associates or solicit such associates to resign from Operator to work for Resident without the prior written consent of Operator.

DELIVERIES AND PACKAGES: The Management Office will accept deliveries for you when you are not home.

IN APARTMENT DECORATION AND HANGINGS: Residents shall not use adhesive materials for hanging or affixing anything to the walls of their Apartment. If holes are cut into the walls, you will be responsible for properly spackling and sanding the wall prior to vacating your Apartment. You shall not be required to spackle small or normal size nail holes. Painting and wall papering are not permitted without written consent of Operator. Resident shall not use adhesive-backed liners on any shelves or in any kitchen or bathroom cabinets.

WATERBEDS: Waterbeds are not permitted to be placed in any apartment.

COMMON AREAS: Articles, decorations and/or other personal property may not be left in or upon any Common Area of the Community without the prior written approval of Operator. This includes the hallway floors and walls immediately adjacent to any apartment. Holiday

decorations in any Common Area of the Community will be limited to those provided by Operator.

DOOR DECORATIONS: Operator will allow seasonal door decorations but reserves the right to require any damages caused by the decorations to be repaired within a reasonable amount of time from when the damage occurred. Additionally, you agree not block the apartment number and understands that electrical ornaments may not be used at any time.

BALCONIES & PATIOS: (If applicable) Resident agrees to furnish their balcony/patio with appropriate outdoor furnishings that do not detract from the overall image and feel of the Community. Storage and use of grills on balconies and/or patios is prohibited. Indoor/outdoor carpeting placed on balconies must be pre-approved in writing by Operator.

SIGNS & ADVERTISEMENTS: Signs, advertisements, notices of any kind or any other article may not be placed in or hung from windows or other exterior or interior portions of the Community without Operator's prior written consent.

STORAGE: (If applicable) Storage lockers will be leased on an "as available basis". Residents shall be permitted to secure any leased storage locker with a lock provided by such resident. The cost to rent a storage locker is set forth on the Fee Schedule attached as Exhibit A. Items stored in the resident storage area must be packed in sturdy containers and legibly labeled with Resident's name and Apartment number. No furniture or large items are permitted in the storage area.

PETS: All pets must be kept on a leash or in a cage when outside of your Apartment and at all times when associates are performing services in your Apartment. Unless in a cage, otherwise approved in writing by Operator or required under applicable law, no pet is permitted in the elevators. All pets must be indoor pets and must be spayed or neutered, as appropriate. Residents must clean up and dispose of all pet droppings in appropriate trash receptacles.

PLUMBING FIXTURES: Toilets, sinks, and other water and sewer apparatus and fixtures shall be used only for the purposes for which they were designed. No articles which can reasonably be expected to cause blockage shall be placed in them. Particular care shall be made to not to flush sanitary napkins or disposable diapers in the toilets. The cost to repair any damage resulting from the misuse of plumbing apparatus shall be borne by Resident. Resident or Resident's Representative retains any and all rights under law and equity, to contest the imposition of any such costs and fees, and to assert any claims you have against Operator for damages, losses, liabilities, obligations, property damages or other expenses of any type (including court costs and attorneys' fees) as ordered by a court of competent jurisdiction.

PARKING AREAS: One car per apartment may be parked on the Community lot on a first-come first-served basis in the areas designated for resident parking. If applicable, parking fees will be outlined in the Fee Schedule. Any additional vehicles must be parked elsewhere unless Resident has obtained prior written approval of Operator. Only regularly operated automobiles owned by residents shall be parked in the parking areas. Abandoned and unauthorized vehicles may be towed from the area at the owner's expense. The parking of boats, trailers or commercial vehicles with six (6) or more wheels is prohibited anywhere on the property.

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Residents are not permitted to park in the areas designated for Visitors and Employees. Residents shall use reasonable efforts to ensure their guests park in the Visitor parking spaces only. Residents shall use reasonable efforts to ensure their guests do not park in loading areas unless they are actively in the process of loading or unloading.

Residents shall provide Operator with the make, model, year, state or registration card and license tag number of the vehicle owned and operated by Resident which is parked in the lot. All unauthorized vehicles will be towed at the owner's expense.

The washing of cars will not be permitted on the premises. Residents are not to perform any repairs, such as changing oil or tuning engines, on their cars in the Community parking areas.

DOORS & SAFETY: For the safety of all residents, no resident shall keep the front door of his/her apartment propped open at any time. All apartment doors are fire-safe coded doors. Propping the doors open endangers the lives of residents. No resident shall keep the stairwell or emergency exit doors propped open at any time. Residents are to insure that doors close securely behind them when entering or leaving their apartment or the Community. All visitors must enter through the main doors of the building. Keys to the apartments or the Community are not to be loaned or duplicated.

MOTORIZED SCOOTERS: Operator prefers that motorized scooters not be driven within the Community. By signing this Agreement, residents who use a scooter agree to the following:

- To operate scooters in a manner safe to the other residents and associates in the building;
- Scooters must be stored in the Resident's apartment and may not be left in the hallways or other Common Areas of the Community unless in pre-approved parking areas as determined by Operator;

PRIVATE DUTY AIDES: Generally you may employ private duty aides for companion services only provided that they agree in writing to comply and actually do comply with Operator's private duty aide policies. For a copy of such policies, please contact the Management Office.

CAMERAS: Certain communities may have security cameras, audio or visual surveillance, or security officers which are there to help protect against or deter theft and other criminal activity. Such measures are not intended to guaranty the safety and security of the Community or the residents and you should not rely on these measures for your safety. You should always take notice of your surroundings and take reasonable steps to protect yourself and your property at all times.

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EXHIBIT XIII.

RIGHTS AND RESPONSIBILITIES OF RESIDENTS IN ASSISTED LIVING RESIDENCES

RESIDENT'S RIGHTS AND RESPONSIBLITIES 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 COMMUNITY 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 REPRESENATATIVE AND RESIDENT'S LEGAL REPRESENTATIVE, IF ANY, SHALL HAVE THE RIGHT TO PRESENT GRIEVANCES ON BEHALF OF HIMSELF OR HERSELF OR OTHERS, TO THE COMMUNITY'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 COMMUNITY TO WORK FOR IMPROVEMENTS IN RESIDENT CARE;

(E) EVERY RESIDENT SHALL HAVE THE RIGHT TO MANAGE HIS OR HER OWN FINANCIAL AFFAIRS;

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(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 PROSSESSIONS;

(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 COMMUNITY, INCLUDING THOSE REQUIRED TO BE OFFERED ON AN AS-NEEDED BASIS;

(I) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE OR TO SEND PERSONAL MAIL OR ANY OTHER CORRESPONDENCE WITHOUT INTERCEPTION OR INTERFERENCE BY OPERATOR OR ANY PERSON AFFILIATED WITH 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 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 CONSEQUECES OF SUCH REFUSAL;

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(M) EVERY RESIDENT AND VISITOR SHALL HAVE THE RESPONSIBILITY TO OBEY ALL REASONABLE REGULATIONS OF THE COMMUNITY 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 COMMUNITY;

(P) EVERY RESIDENT SHALL HAVE THE RIGHT TO WRITTEN NOTICE OF ANY FEE INCREASE NOT LESS THAN FORTY-FIVE (45) DAYS PRIOR TO THE PROPOSED EFFECTIVE DATE OF THE FEE INCREASE; PROVIDED, HOWEVER, THAT IF A RESIDENT, RESIDENT REPRESENTATIVE OR LEGAL REPRESENTATIVE AGREES IN WRITING TO A SPECIFIC RATE OR FEE INCREASE THROUGH AN AMENDMENT OF THE RESIDENCY AGREEMENT DUE TO RESIDENT'S NEED FOR ADDITIONAL CARE, SERVICES OR SUPPLIES, OPERATOR MAY INCREASE SUCH RATE OR FEE UPON LESS THAN FORTY-FIVE (45) DAYS WRITTEN NOTICE; 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 THE RIGHT TO BE INFORMED BY OPERATOR, BY A CONSPICUOUS POSTING IN THE RESIDENCE, ON AT LEAST A MONTHLY BASIS, OF THEN-CURRENT VACANCIES AVAILABLE, IF ANY, UNDER 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. IF THE

RESIDENT LACKS CAPACITY TO EXERCISE THESE RIGHTS, THE RIGHTS SHALL BE EXERCISED BY AN INDIVIDUAL, GUARDIAN OR ENTITY LEGALLY AUTHORIZED TO REPRESENT THE RESIDENT.

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