

RICHLAND PLACE RESIDENCY & CARE AGREEMENT

THIS RESIDENCY AND CARE AGREEMENT (Agreement) is entered into this _____ day of _____ between RICHLAND PLACE, INC., a Tennessee not-for-profit corporation (Community) and _____. If two individuals sign this Agreement, the word "Resident" shall apply to each of them, jointly and individually, and to the survivor of them.

I. PURPOSE OF THE AGREEMENT

The Community exists to provide Resident an environment and services centered around the concept of wellness and independence, but cooperative living. If Resident is no longer able to live independently at some future date, it is the Community's mission to provide Resident with the appropriate health needs in the Community Health Center.

Resident has decided to become part of the Community in order to use the physical facilities and services. In order to provide this environment, the Community must make commitments to the Resident, and Resident must make commitments to the Community; thus, the purpose of this Agreement is to explain and agree upon the Community's shared commitments.

II. THE SHARED COMMITMENT

Resident agrees to pay the Entry Fee and the monthly Service Fee; and, in exchange, Resident will have the lifetime right, subject to the terms of this Agreement, to occupy an independent Apartment, to have access to the Community's Health Center owned and operated by the Community, as deemed appropriate in the consultation with the Community's Medical Director.

III. THE COMMUNITY'S COMMITMENTS TO RESIDENT

A. The Community's Physical Environment Commitment: The Community commits to provide to Resident that independent living Apartment, which has been assigned the identification number of _____(the Apartment).

1. **Furnishings:** The Apartment will have mini blinds, be pre-wired for telephone and cable T.V., and supplied with normal kitchen equipment, including a refrigerator, dishwasher, stove, microwave, garbage disposal and cabinets. All other furnishings will be Resident's responsibility.
2. **Physical Alteration:** Any changes made to the Apartment beyond standard alterations shall be at Resident's expense. Any physical alteration of apartment will require the Community's prior written approval as to the change and contractor being used to perform the change. All changes/upgrades immediately become property of the Community, except for personal items that may be removed without damage or diminution of value in or to the apartment.

1. Occupancy Date: Subsequent to the signing of this agreement, and notification by the Community that the Apartment will be ready for occupancy, Resident shall have a maximum of 120 days (_____) to pay the balance of the Entry Fee as specified in Article IV of this agreement, and occupy the Apartment. Monthly service fees must be paid by Resident effective 60 days (_____) following the signing of this agreement or on the occupancy date and/or before the first day of each month thereafter. Failure to pay the entry fee in full by _____ shall result in forfeiting the deposit paid.
 3. Parking: The Community has provided paved outside designated parking sufficient to provide Resident with at least one parking space. The Community also has provided designated visitor parking. There are a limited number of interior parking spaces available for which a separate monthly rental fee is charged. If Resident has chosen such an interior space, then Resident agrees to pay the Community a Parking Fee of Eighty-Five Dollars (\$85) a month. The Parking Fee is on a month-to-month basis and is subject to space availability.
 5. Common Facilities: Resident has the right to utilize, in a reasonable and cooperative manner in common with others and subject to guidelines governing use of, all common facilities and grounds of the Community. These common facilities shall be furnished and maintained by the Community.
 6. Storage Space: The Community will provide for Resident an extra lockable storage area if available.
- B. The Community's Service Commitment: The following services are included in Resident's monthly Services Fees.
1. Utilities: All utility bills, except for telephone.
 2. Taxes: All Metropolitan Nashville and Davidson County property taxes, except as may be assessed by the appropriate governmental authorities on Resident's personal possessions.
 3. Maintenance: All inclusive building and grounds maintenance and custodial service, including trash removal and appliance repair.
 4. Cleaning: A standard residential cleaning of Resident's Apartment on a weekly basis.
 5. Laundry:
 - a. Weekly laundry service for bed and bath linen.
 - b. Automatic washers and dryers located on Resident's floor for Resident's personal laundry.
 6. Insurance: Property and building insurance and Community Liability coverage will be sufficient to cover replacement cost and will have a liability coverage of \$1 million per occurrence. However, the insurance does not cover Resident's personal property or individual liability.

7. Security Coverage
 - a. Fire detection with smoke detectors, fire doors and sprinkler system in each Apartment.
 - b. Emergency alert system with a call button in each bedroom and bathroom of the Apartment.
 - c. Security: 24-hour electronic surveillance of the building and grounds.
8. Transportation Services:
 - a. Scheduled transportation service is provided to shopping, banking, entertainment, Resident's private physician's office, etc. within a five-mile radius of the Community.
 - b. Additional service includes transportation to and from the airport and all outside events coordinated by the Activities Director.
9. Social and Recreational Activities: Community will publish, maintain and supervise a schedule of social and recreational activities.
10. Dietary Services: Each resident will receive the number of meals in the dining room equal to the number days in each month. These meals are to be used by each resident only and cannot be used by guests. Extra meals in the dining room or and guest meals can be purchased by residents. These charges will be added to the monthly bill.
11. Health Care Services: The resident will be provided with 24-hour emergency services and 24 hour on-site emergency alert monitoring. The Resident is entitled to a health care benefit following a six-month waiting period from the date the entry fee is paid in full. This health care benefit includes one hundred and eighty (180) days annually, with a lifetime maximum of three hundred sixty (360) days in any level of care offered by the Community. In consultation with the Resident's physician, Community staff and the Medical Director, Resident shall be transferred to the accommodation which is most appropriate in the Health Center.

a) **Assisted Living:**

A Studio apartment will be provided at the same cost for no additional charge above and beyond the resident's monthly service fee as stated in this agreement during the 360-day Health Care Benefit.

Should Resident desire a large 1-bedroom apartment, Resident will pay an additional room differential fee.

Subsequent to the annual one hundred eighty (180) days of care as specified above, and the lifetime maximum, Resident shall be entitled to these accommodations at 85% of the then prevailing rate after all contract days are utilized. At such time, Resident shall not pay the monthly service fee as specified in this agreement in lieu of the discounted rates.

b) **Long-Term Intermediate Care:**

Long-term care will be provided at the same cost for no additional charge above and beyond their monthly service fee as stated in this agreement during the 360-day Health Care Benefit. Such accommodations shall be in a semi-private room.

Subsequent to the annual one hundred eighty (180) days of care as specified above, and the lifetime maximum, Resident shall be entitled to a semi-private accommodation at 85% of the then prevailing rate after all contract days are utilized. At such time, Resident shall not pay the monthly service fee as specified in this agreement in lieu of the discounted rates.

Should Resident desire a private room, Resident will pay the current per day differential for a private room. Private room placement will be based on availability. All payments shall be made in accordance with the separate Health Center Admission Agreement.

c) **Skilled Nursing:**

The 360-day Health Care Benefit shall not be utilized for any Title XVIII (Medicare) qualified stays in the Health Care Center. Resident will be responsible for any co-pays, co-insurance or fees assessed by their health insurance plan during their skilled nursing stay.

Should Resident require services in the health center beyond the 180 days the Resident must release their apartment for re-occupancy (if they have not already done so) or begin paying both the monthly service fee for the apartment, and room and board in the health center, at 85% of the prevailing rate, provided Resident is the sole occupant of the apartment.

Title XVIII (Medicare) Benefits:

Should Resident meet the criteria for coverage under Medicare Part A benefits, or substantial successor, Resident agrees to allow Community to seek maximum reimbursement from same. Resident shall furnish to the Community all third-party payer; supplement insurance information resident may have so that the Community may seek reimbursement from these sources for any co-insurance amounts. If Resident has no such coverage for co-insurance, resident agrees that the Community may retain Resident in a Medicare Certified bed in accordance with the rules governing such stays. Such provision shall be deemed part of the health care assurance that Community provides Resident via this agreement.

12. Optional Services: Community will make available to Resident, for a separate charge, the following optional services:

- a. Additional meals served each day in the dining room.
 - b. Medically authorized meal delivery service.
 - c. Guest accommodations and meals.
 - d. Beauty salon/barber shop.
13. Noncovered Services: The Community has made available to Resident the services the Community has listed above, which are provided with or without a separate charge. It is appropriate to outline some services which Resident might require but which the Community does not provide and for which Resident must make financial arrangements. They include, but are not limited to, the following:
- a. Personal insurance such as hospitalization, personal property and liability.
 - b. Fees and expenses of Resident's private physician, general hospital, laboratory, drugs, etc.
 - c. Emergency transportation, if not covered by insurance.
 - d. Any and all medical services which cannot be provided in the Community, such as mental illness care or care required for contagious diseases.
 - e. Cost of personal clothing, personal transportation and other personal living expenses not specifically provided in this Agreement.

IV. RESIDENT'S COMMITMENT TO THE COMMUNITY

A. Entry Fee: The Entry Fee for Resident's Apartment is \$_____ payable with a minimum of 10% deposit upon the signing of this Agreement and the balance payable in full by the Occupancy Date.

1. Refund Policy Prior to Occupancy: Prior to occupancy, Resident's deposit will be refunded without interest upon Resident's death or a change in Resident health status to the extent that Resident cannot function in accordance with Article VI of this agreement. If Resident withdraws for any other reason, however, the penalty described in Article III, A, 3, shall apply.
2. Refund Policy After Occupancy:
 - a. Should Resident desire to terminate this Agreement within the first four months after the Occupancy Date, the entire Entry Fee will be refunded, without interest, upon the reassignment and reoccupancy of Resident's Apartment.
 - b. Should Resident desire to terminate this Agreement at any time after the initial 4-month period of occupancy but before the eleventh month of occupancy Resident will be refunded 95% of the Entry Fee, without interest, upon the reassignment and reoccupancy of the Apartment.
 - c. Should Resident desire to terminate this Agreement at any time after the tenth month of occupancy, upon the reassignment and reoccupancy of the Apartment, Resident will receive a refund equal to either (a) the price at which the Apartment is reassigned or (b) 90% of original Entry Fee plus 40% of the amount by which the reassignment price exceeds Entry Fee amount listed in this agreement, whichever is less.

B. Monthly Service Fee:

1. The monthly Service Fee for the Apartment is \$_____. If there are two

Residents signing this Agreement, the monthly Service Fee for the second occupant is \$ _____ equaling \$ _____. Monthly Service Fee must be paid by Resident, effective 60 days following the signing of this agreement (_____) or on the Occupancy Date and within (10) days of billing each month thereafter.

2. The amount of the monthly Service Fee is Resident's share of the estimated monthly costs to cover Community's expenses. It may be adjusted by the Community with 30 days written notice.
3. In addition to the monthly Service Fee, Resident agrees to pay the Community, within (10) days of billing, and according to the community's published schedule of charges, the standard charges for any optional services rendered to Resident during the previous month.
4. The Community agrees to give Resident a credit on Resident's monthly Service Fee for any time periods that Resident is away from the Community in excess of 15 consecutive days and, provided, that Resident has given the Community at least a week's written notice of Resident's absence in advance.
5. In the event that Resident is incapacitated or does not pay the monthly service fee or charges for optional services incurred by Resident, Resident agrees that the Community may charge those amounts, plus interest calculated at the National Prime Rate of interest as quoted in the Wall Street Journal, against the refundable portion of Resident's estate.

V. TRANSFER WITHIN THE COMMUNITY

A. Change of Apartments: If Resident desires to change Apartments, Resident may place name on a "priority list" maintained in the marketing office. In the event of the vacancy of an Apartment within the Community, Resident will be contacted (in the order in which Resident appears on the priority list) as to whether Resident desires to change location. Should Resident choose to change apartments, Resident shall have up to seven (7) days from the date of the offer to exercise this option. In the event Resident does so relocate, then:

1. Resident will pay the Entry Fee for the desired apartment and will be refunded according to the established refund policy in section IV.A.2.c. of the Residency and Care Agreement when the vacated apartment has been re-occupied.
2. Any changes to the desired apartment, to include carpet and paint, will be at the resident's expense.
3. The reduced or increased monthly Service Fee will be effective on the date of relocation.

B. Double Occupancy of Units:

1. Separation: If, after becoming residents, two persons who have jointly signed this Agreement, wish to live separately, the following will apply:

1. Separation: If, after becoming residents, two persons who have jointly signed this Agreement, wish to live separately, the following will apply:

If both Residents desire separate Apartments, one may remain in the Apartment identified in this Agreement, and the other will receive another Apartment as available, upon payment of the then-current Entry Fee for that Apartment with credit to be given by the Community in the amount of the Second Person Entry Fee identified in Article IV B. The single occupancy monthly service fee will thereafter be charged for each Apartment. There will not be a refund of any portion of the original Entry Fee at that time, but the refund provisions of this Agreement will apply at the time of death or termination of occupancy of each resident with respect to each Resident's own Apartment. If one Resident desires to leave the Community altogether, the remaining Resident will retain full rights as a Resident and will pay the single occupancy of the remaining Resident, upon reassignment and reoccupancy of the Apartment.

2. Residents Desiring to Live Together: If Resident and another wish to live together, the following will occur:

- a. If occupancy of an Apartment is terminated, the refundable portion of the Entry Fee for that unit, less the current second person Entry Fee differential for the retained Apartment, will be refunded upon reassignment and reoccupancy of the vacated Apartment.
- b. A double occupancy monthly Service Fee will be in effect upon the commencement of occupancy for both Residents in the new Apartment.

3. Death or Permanent Relocation for Medical Reasons:

If this Agreement is signed by two persons and one dies or, for medical reasons, is permanently relocated outside of the Community, the survivor retains all rights as a resident. Thereafter, the surviving Resident will be charged a single-occupancy monthly Service Fee, and there will be no refund to any party of the Entry Fee at that time, but the refund provisions of this Agreement will apply when the surviving Resident dies or terminates this Agreement.

4. Permanent Transfer to The Health Center: At such time as the Community's Medical Director determines, in consultation with Resident and the Management staff, that the Resident is a permanent resident of the Community's Health Center, then the Community is hereby authorized to allow the reoccupancy of the Apartment.

- a) The refund provisions of this Agreement, however, will not apply until such time as Resident terminates this Agreement by death or permanent relocation from the Community's Assisted Living Area or Health Center facility outside the Community.
- b) Resident permanently residing in The Health Center may choose to forfeit all Health Care Services benefits as stated in III.B.11. and receive the refund according to IV.A.2.c.

VI. DETERMINATION OF ADDITIONAL HEALTH CARE SERVICES

- A. Should it become necessary for the Community to make a determination regarding the safety of the Resident and/or the Residents ability to maintain an independent lifestyle as defined below, the Community's Medical Director and Management staff, in consultation with Resident's physician and family, shall require the Resident to make necessary changes that may include but not be limited to:
1. Private duty nurses, sitters, or caregivers in their apartment for the purpose of caring for daily needs of Resident,
 2. Hospital stay, or
 3. Move to The Health Center.
- B. The criteria for maintaining an independent lifestyle includes:
1. Ability to live independent of assistance with daily living such as bathing, dressing, medication administration and exhibiting no signs of mental confusion.
 2. Ability to ambulate without assistance from others.
 3. Shall not exhibit behavior that is detrimental to the safety and well-being of other residents in the Community.

VII. TERMINATION

- A. Termination by Resident: Resident may terminate this Agreement for any reason upon giving the Community at least 30 days written notice of the date on which Resident will vacate the Community. Monthly service fees will continue to apply for 60 days beyond "move-out-date" for marketing purposes and preparation for resale, or until the apartment is otherwise occupied, whichever shall first occur. Monthly service fees will be prorated as of that date according to monthly billing cycle, and the applicable refund provisions of this Agreement will be followed.
- B. Termination by the Community:
1. Resident's occupancy under this Agreement will terminate upon Resident's death, provided there is no surviving Resident under this Agreement. Monthly service fees will continue to apply for 60 days beyond the date that the apartment is vacated for marketing purposes and preparation for resale, or until the apartment is otherwise occupied, whichever shall first occur.
 2. The Community may terminate Resident's occupancy upon the occurrence, including but not limited to, any of the following events, but only after sending Resident a 60-day written notice and not resolved within this time period.
 - a. If the Community determines that medical information on Resident's entrance procedure applications are materially erroneous, or that any material facts affecting qualification for residency were not disclosed.

- b. If Resident fails to comply with the rules and regulations of the Community or the terms of this Agreement or the creation by Resident of a situation detrimental to the health, safety or peaceful living of other Residents or the staff.
 - c. If Resident makes any disposition of Resident's assets, which, in the Community's reasonable judgment, materially impairs Resident's ability to pay the monthly Service Fee or other costs.
 - d. If Resident fails to pay the monthly Service Fee or other amounts due the Community when due unless other mutually satisfactory arrangements have been made, provided however, it is the Community's policy that this Agreement shall not be terminated solely because of resident's financial inability to pay the fees to the extent that: (i) Resident's inability to pay is not the result of Resident willful action; and (ii) in the judgment of the Community's Board of Directors, the financial integrity of the Community will not be materially adversely affected.
 - e. Resident has developed a contagious disease.
 - f. Resident is in need of drug or alcoholic rehabilitation or any other condition for which the Community is not licensed or for which care cannot be provided by the Community without a significant and unique expenditure or;
 - g. Resident has become mentally or emotionally disturbed to a degree that Resident's continued presence in the Community is determined to be detrimental to the health, safety and welfare of other residents or staff of the Community. Therefore, should any of these situations occur, the Community is expressly authorized (after consultation with the Medical Director, Resident's personal physician and/or Resident's representative to the extent feasible) to transfer Resident, at Resident's expense, to an appropriate hospital facility or alternative setting.
3. Resident will remain responsible for the payment of the monthly Service Fee until Resident's Apartment is vacated. If any of the above situations are determined by the Medical Director to be temporary in nature, Resident's Apartment will remain reserved for Resident, and Resident will remain responsible for payment of the monthly Service Fee until Resident returns. Upon reassignment of Resident's Apartment, Resident will be refunded the portion of the Entry Fee upon reassignment and reoccupancy of Resident's Apartment in accordance with this agreement.

VIII. MISCELLANEOUS

- A. Indemnification: The Community is not responsible for the loss of any Resident's personal property due to any cause, and Resident agrees to hold the Community harmless, including the Community's agents and employees, for any injury or damage to Resident's person or property or to the person or property of others resulting from acts, omissions, neglect or fault of any party, including other residents at the Community. Resident hereby agrees to indemnify the Community for any loss or damage to the Community's personal property and for any

liability which the Community may have for any injury or damage to others or the property of others resulting from any of Resident's acts, omissions, negligence, or fault or the acts, omissions, negligence or fault of any persons or property over which Resident has control. This does not apply to negligent, reckless, or deliberate acts or omissions by the Community (including its agents and employees) that cause injury or damage to Resident's person.

- B. Subordination: All of Resident's rights under this Agreement shall be subordinate to any mortgages on the Community.
- C. This Agreement Not A Lease: This Agreement is not a lease and does not transfer or grant to Resident any interest in real property owned or leased by the Community. Resident's rights and benefits under this Agreement (except for the right to refund) are not assignable and will not accrue to the use or Agreement grants to Resident a revocable license to occupy and use the Community's physical facilities and services.
- D. Arrangement for Conservatorship: If Resident becomes unable to care properly for him/herself and Resident has made no designation of a conservator trustee, then the Community is authorized to institute proceedings for the appointment of a person or entity to serve as Resident's conservator.
- E. Durable Power of Attorney: Prior to the Occupancy Date, Resident agrees to execute a Power of Attorney, and file a copy with the Community, in favor of a relative or friend of Resident's choosing which authorizes that individual to attend to Resident's affairs in the event Resident is unable to do so.
- F. Notices: All written notices required by this Agreement will be sufficient if addressed to:

Resident at either Resident's Apartment after Occupancy Date or prior to that time, to the address given under Resident's signature, or to the Community by mailing or hand delivering to Executive Director at 500 Elmington Avenue, Nashville, TN 37205.
- G. Interpretation: No amendment to this Agreement will be valid unless it is signed by the Community and by Resident. Furthermore, the invalidity of any restriction, condition or other provision of this Agreement will not impair or affect in any way the validity or enforceability of the remainder of this Agreement. Finally, this Agreement will be interpreted and enforced according to the laws of the State of Tennessee.
- H. Vacating Resident's Apartment: Upon termination of this Agreement, Resident's Apartment must be vacated and all personal property removed within fifteen (15) days (in case of death, 30 days). The Community has the right to remove and store any personal property which Resident leaves in the Apartment after this time and to make a reasonable charge for such cost incurred in moving and/or storing of such items. If Resident leaves property in storage for 90 days or more, then Resident expressly authorizes the Community to dispose of Resident's property by any reasonable means at Resident's expense.
- I. Visitors: Visitors are welcome at all times, subject, however, to the following provisions: Any visitation by a nonresident for more than two weeks must be arranged with and expressly approved, in writing, by the Community. Guest meals will be available and charged to

Resident. Visitors are expected to comply with all the Community’s rules and regulations, and in the event their behavior disrupts or is otherwise deemed to be offensive and not in keeping with the harmony and tranquility of the Community, the Community reserves the right to revoke these visitation privileges.

- J. Subrogation Rights: Resident agrees that should Resident require an Assisted Living Area or a Skilled Nursing Center bed as a result of injuries caused by a third party, and Resident recovers monies from them, the Community can recover the Community’s actual costs of providing that care from those monies.

Resident has reviewed the Agreement and does hereby enter into same as of the day and date first above written.

Resident

Resident

Address

For Richland Place, Inc.:

Richland Place Representative

Date