



 A Life Care Services Community™

**Chester, Connecticut**

**RESIDENCY AGREEMENT  
TRADITIONAL**

9/2/14

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- Exhibit A: Residential Health Services Program - List of Services and Extra Charges
- Exhibit C: MRC Residents' Bill of Rights
- Exhibit D: Complaint Resolution Process

## GLOSSARY

The following terms are described as used in the accompanying Agreement. Reference to the Agreement and the context in which the terms are used is recommended to provide a full understanding of each of the terms:

**"Aging-in-Community Policy"** refers to that policy issued by Chester Woods LLC ("Chester Woods," "we," or "us"), which outlines the requirements of the Resident to continue to live in a Residence at Chester Village West.

**"Agreement"** refers to this Residency Agreement between the Resident and Chester Woods, which delineates the contractual obligations of Chester Woods to the Resident for accommodations, services, and amenities provided by Chester Woods.

**"Capital Asset Replacement Reserve Fund"** means a reserve fund to improve or replace capital items that cost over \$50,000.

**"Chester Village West" or "Community"** means that senior living community known as Chester Village West, including the Residences, the common areas and all site amenities associated with these areas located in Chester, CT.

**"Chester Woods" or "we" or "us"** refers to the owner and operator of a *ContinuingCare*<sup>™</sup> senior living community that conducts business as Chester Woods. Chester Woods LLC is an Iowa limited liability company

qualified to conduct business in the State of Connecticut.

**"Disclosure Statement"** refers to that document that outlines in detail the services and amenities to be provided by Chester Woods.

**"Entrance Payment"** refers to the one-time payment made to Chester Woods prior to occupancy pursuant to the Agreement.

**"Extra Charges"** refers to the charges payable in consideration for the additional services and amenities requested by Resident, as set forth in Section 2 of the Residency Agreement.

**"Fair Share Allocation"** refers to the method for determining the Resident's Monthly Fee.

**"Financial Assistance Amendment to Residency Agreement"** refers to that amendment that allows the Resident to remain at Chester Village West in the event of a change in the Resident's financial condition.

**"Managed Residential Community"** refers to a community registered with the Connecticut Depart-

ment of Public Health in order to offer certain residential health services provided by a licensed assisted living services agency to Residents in their Residences. Chester Village West is registered as a managed residential community.

**"Member"** refers to LCS Communities LLC, the legal entity that owns Chester Woods.

**"Monthly Charges"** refers to all those Monthly Charges payable by the Resident pursuant to the terms of the Agreement, including the Monthly Owner's Supervision Fee, the Monthly Fee, the extra charges for additional services, and all other fees and charges payable monthly pursuant to the terms of the Agreement, as appropriate in the particular instance.

**"Monthly Owner's Supervision Fee"** refers to the fixed monthly fee identified in paragraph 6.1 of the Agreement, which is payable on a per Resident basis for occupying the Community.

**"Monthly Fee"** refers to that monthly fee payable in consideration for the accommodations, amenities and services provided to the Residents, as set forth in Section 1 of the Agreement. The Monthly Fee includes a second person Monthly Fee if there are two (2) Residents.

**"Occupancy"** refers to the earlier of the date Resident moves into the

Community or the date Resident pays the balance of the Entrance Payment and the Second Person Fee, if applicable, to Chester Woods pursuant to this Agreement.

**"Personal Service Provider"** refers to a private employee, an independent contractor, or a licensed home health care agency that may be contracted by the Resident to provide additional personal services requested or required by the Resident which are not covered by the Agreement.

**"Personal Service Provider Policy"** refers to the policy established by Chester Woods which sets forth the rules of conduct which must be followed by any Personal Service Provider providing services to Residents of the Community.

**"Remarketing Agreement"** refers to that agreement between Chester Woods LLC and the Resident stipulating the terms for remarketing the Residence and is executed upon (i) a Resident's notices of cancellation of the Agreement; or (ii) a Resident's decision to transfer to another Residence at the Community.

**"Residence"** refers the Residence at the Community identified in page 1 of the Agreement in which the Resident is entitled to occupy a Residence pursuant to the Agreement in exchange for paying the Entrance Payment, the Second Person Fee, if applicable, the one-time Working Capital Fee, paying

the Monthly Owner's Supervision Fee, and paying the Monthly Fee.

**"Residence Modification Agreement"** refers to that agreement between Chester Woods and the Resident which outlines the terms and conditions under which the Resident may make modifications to his/ her Residence.

**"Residency Policy"** refers to that policy issued by Chester Woods which outlines the requirements of the Resident to live in a Residence at Chester Village West.

**"Resident" or "you"** refers to the Resident or Residents who execute the Agreement. Sometimes a second Resident (if there are two (2) Residents) is referred to in the Agreement as the "second person". Unless otherwise indicated "you" refers to both of you if there are two (2) Residents.

**"Second Person Fee"** refers to the additional fee payable if there are two (2) Residents.

**"Transfer Policy"** refers to that policy issued by Chester Woods LLC that outlines the process for a resident to relocate to another Residence in Chester Village West.

**"Working Capital Fee"** refers to the one-time fee paid by the Resident to Chester Woods LLC at the time the balance of the Entrance Payment is paid and used by Chester Woods LLC only for purposes related to Chester Village West.

**CHESTER VILLAGE WEST  
TRADITIONAL RESIDENCY AGREEMENT**

This Traditional Residency Agreement ("Agreement") is entered into by Chester Woods LLC, ("Chester Woods," "we," "us," or "our") and \_\_\_\_\_ (individually or collectively, "you," "your," or "Resident"). Chester Village West is a *ContinuingCare*<sup>™</sup> senior living community located in Chester, Connecticut, whose purpose is to provide individuals of a qualifying age a way of living known as *ContinuingCare*<sup>™</sup>.

Chester Village West will provide quality residential housing for seniors along with a wide array of personal services and amenities outlined in this Agreement. Subject to the conditions contained in this Agreement, we agree to make available to you the residence (hereafter "Residence") described as follows:

Residence Number: \_\_\_\_\_

Residence Style: \_\_\_\_\_

Chester Village West is designed to offer an environment that enriches your life. The objective of Chester Village West is to offer a lifestyle with services and programs based on your interests that will complement or augment your current lifestyle and well-being. The design of Chester Village West allows for creative and healthy lifestyle activities in a comfortable environment.

In addition, our Residential Health Services Program allows for you to transition to higher levels of care, when needed, or work with our licensed home health agency, Health at Home<sup>™</sup>, for in-residence assistance. As a Resident of a *ContinuingCare*<sup>™</sup> senior living community, you are offered lifetime use of a Residence and the services and amenities detailed in Section 1 and 2 of this Agreement.

To be accepted for residency, you must meet our residency criteria that include: age guidelines, financial guidelines, and ability to meet the requirements of Residence occupancy.

The purpose of this Residency Agreement is to set forth your rights and duties as a Resident of the Community and to delineate the services to be provided at the Community.

**1. SERVICES AND AMENITIES PROVIDED TO ALL RESIDENTS.** We will provide at Chester Village West, so long as you reside in a Residence therein, the following accommodations, services and amenities, which are included in the Monthly Fee:

**1.1** Same number of meals, in the dining room, as there are days in the month;

**1.2** Room service if ordered by the Health Care Navigator;

**1.3** Water, and sewer;

**1.4** Electric, air conditioning and heating (**Apartment Residences only**);

**1.5** Building and grounds maintenance;

**1.6** housekeeping service;

**1.7** Laundry service;

**1.8** As part of the *HealthyLife™ Services* Program, you may choose to participate in fitness, nutrition, active life, and well-being activities to enhance your lifestyle;

**1.9** Parking as detailed below:

**1.9.1** Apartment Residences are provided one space for

outdoor parking - Covered parking in paragraph 2.10 below takes the place of outdoor space;

**1.9.2** Maplewood Residences are provided with an attached garage and driveway parking;

**1.9.3** Additional parking and guest parking is available in lighted paved lots.

**1.10** Carpeting (except in kitchen and bath where there will be alternate floor covering);

**1.11** Complete kitchen, including refrigerator, range with oven, dishwasher and microwave;

**1.12** a washer and dryer in each Residence;

**1.13** Scheduled local transportation;

**1.14** Emergency call system;

**1.15** Fire detection system;

**1.16** Security for buildings and grounds;

**1.17** Trash disposal;

**1.18** Emergency generator for all common areas;

**1.19** Private mail box in common area;

**1.20** Access to certain services available under the Residential Health Services Program at no extra charge (see Exhibit A to this Agreement, or Resident Handbook, for additional details); and

**1.21** Use of all common areas in the Community.

**2. ADDITIONAL SERVICES PROVIDED FOR AN EXTRA CHARGE.** We may also make available at the Community, at your request, for as long as you reside in a Residence at Chester Village West, at the then-prevailing rates of Extra Charge:

**2.1** Room service to the Residence for the one meal per day, with any necessary diet modifications, when not ordered by the Health Care Navigator;

**2.2** Home health services provided in your Residence as described in the Disclosure Statement.

**2.3** Telephone service charge;

**2.4** Additional maintenance services in the Residence;

**2.5** Personal laundry services;

**2.6** Additional housekeeping services;

**2.7** Special events and transportation scheduled by you;

**2.8** Guest accommodations when available;

**2.9** Guest meals;

**2.10** Carport covered parking space in lieu of open space provided in paragraph 1.9 above (**available to Apartment Residences only**);

**2.11** Access to additional services available under the Residential Health Services Program for an extra charge (see Exhibit A, or Resident Handbook, for additional details regarding which services are available for an extra charge, and the current extra charges for such services);

**2.12** Special activities and programs including services or programs offered under the *HealthyLife Services* Program; and

**2.13** Electric, air conditioning and heating (**Maplewood Residences only**)

**2.14** Other additional services approved by us from time to time.

**3. DURATION OF YOUR RIGHT TO OCCUPY THE RESIDENCE.** You may reside in your Residence for as long as you live unless you are not capable of living in a Residence as set forth in our Aging

in Community Policy, or this Agreement is canceled by you or by us. If there are two (2) of you under this Agreement and one (1) of you dies or is unable to occupy the Residence, the remaining Resident may continue to occupy the Residence under the terms of this Agreement.

#### **4. HEALTH CARE BENEFITS.**

**4.1 Residential Health Services Program.** If you need personal care services in your Residence or you need to transfer to a health care facility, we will make arrangements for these services through the Residential Health Services Program. These services will not be provided by us, and you agree to pay all costs charged by third-party health care providers for such services.

**4.2 Home Health Care Services.** Home Health Care Services LLC d/b/a Health at Home™, a licensed home health agency and an affiliate of Chester Woods, will be available to contract with Residents to provide home health services in the Residences. Arrangements may be made for such services through the Health Care Navigator. All costs charged by any home health agency shall be your responsibility.

**4.3 Nursing Care Services.** In the event you need the services provided by a nursing care facility, we will attempt to arrange for your

transfer to a nursing care facility of your choice through the Health Care Navigator. All costs charged by any nursing care facility shall be your responsibility.

#### **5. ENTRANCE PAYMENT AND WORKING CAPITAL FEE.**

**5.1 Entrance Payment.** To assure you a Residence in Chester Village West in accordance with all the terms of this Agreement, you will pay to us an Entrance Payment of \$\_\_\_\_\_. Payment of 10% of your Entrance Payment at the time of executing this Agreement will reserve your Residence referenced on page 1 of this Agreement. The balance of the Entrance Payment (an amount equal to 90% of the Entrance Payment, or \$\_\_\_\_\_) will be paid to us on the earlier of: (i) within 90 days of the date of our approval of this Agreement; or (ii) upon the date of occupancy (as defined in the Glossary). Payment of the balance of the Entrance Payment, Second Person Fee if there are two (2) of you, one-time Working Capital Fee, and Monthly Charges (described below) entitles you to live in a Residence at the Community. You may live in a Residence for as long as you are capable of living in a Residence, as defined in our current Aging in Community Policy, and you will receive available services, all in accordance with the terms of this Agreement.

**5.2 Second Person Fee.** If there are two (2) of you, a Second Person Fee of \$\_\_\_\_\_ and the balance of your Entrance Payment in the amount of \$\_\_\_\_\_ will be paid to us on the earlier of (i) occupancy or (ii) within 90 days of the date of our approval of this Agreement. Subject to the provisions of the Admission Payments Escrow Agreement and our repayment obligations under Section 7 below, any amortized amounts paid to us as an Entrance Payment and Second Person Fee, if applicable, will be the unrestricted property of the Provider, and may be used by the Provider, once it is earned, for any purpose unrelated to Chester Village West at the Provider's sole discretion. Chester Village West may distribute such funds to its Member. You shall not be required to move into the Community before the expiration of 30 days from the date you execute this Agreement.

**5.3 Working Capital Fee.** At the same time you pay the balance of your Entrance Payment, pay your Monthly Owner's Supervision Fee and commence paying your Monthly Fee for your Residence, you will pay to us a Working Capital Fee that is an amount equal to two (2) times the then-current Monthly Fee for your Residence (including a second person Monthly Fee if there are two (2) of you). This is a one (1) time non-repayable charge to be used by us only

for purposes related to the Community.

**6. MONTHLY CHARGES.**

**6.1 Monthly Owner's Supervision Fee.** You will pay the current Monthly Owner's Supervision Fee once a month per Resident (each Resident if there are two (2) Residents) applicable as of the date of this Agreement. There shall be no increase in your Monthly Owner's Supervision Fee during the term of this Agreement. We reserve the right to implement or change the Monthly Owner's Supervision Fee at our discretion. The Monthly Owner's Supervision Fee shall be our unrestricted property, and may be used by us for any purpose whether or not related to the Community, in our sole discretion. Your Monthly Owner's Supervision Fee shall be:

\$\_\_\_\_\_; or  
\_\_\_\_\_ Not Applicable

**6.2 Monthly Fee.** You shall pay the following Monthly Fee for the accommodations, services and amenities provided to the Residents as set forth in Section 1 of this Agreement. The current Monthly Fee is \$\_\_\_\_\_ a month for one (1) person and an additional \$\_\_\_\_\_ a month if there are two (2) of you. Future adjustments to the Monthly Fee will be determined by the Fair Share Allocation formula developed

to apportion the costs of operating the Community among its Residents.

**6.3 Monthly Charges for Residence.** Your initial Monthly Charges (including second person charges if there are two (2) of you) for the Monthly Owner's Supervision Fee and the Monthly Fee is \$\_\_\_\_\_.

**6.4 Fair Share Allocation.** Implementation of the Fair Share Allocation means the Monthly Fee will be your fair share of the cash requirement of the Community (as described in paragraph 6.5 below). The Fair Share Allocation has been developed to apportion the cash requirement of the Community among its Residents, based on such factors as Residence size and type, number of second persons, and other relevant factors as determined by us from time to time.

**6.5 Cash Requirement.** The cash requirement of the Community is that projected amount necessary to provide services and amenities to the Residents. The cash requirement is charged to all Residents through the Monthly Fee and application of the Fair Share Allocation. Generally, we will determine the cash requirement based upon (i) the costs incurred in connection with the operation of the Community for the prior fiscal year; (ii) with adjustments made for inflation or deflation, occupancy rates, changes to reserves,

and nonrecurring expenses; and (iii) reduced by certain projected operational income for the next fiscal year. Once determined, the cash requirement is allocated among the Residents pursuant to the Fair Share Allocation. The determination of the cash requirement is further explained below:

**6.5.1 Costs.** Based upon the costs incurred in connection with the operation of the Community for the prior fiscal year, we will determine all anticipated expenses, costs, and other charges to the Community for the next fiscal year, including but not limited to salaries, wages, and fringe benefits of the Community employees and other persons at the Community (including executive directors and administrators); payroll taxes; telephone; utilities; license fees, occupational taxes, property taxes, sales taxes, permits, and other taxes (excluding only our income taxes); legal and accounting fees and costs; bad debts and other losses; insurance premiums, commissions, deductibles, and claims; consulting fees; directors' expenses; food; supplies; interior, exterior, and grounds replacement; repair and maintenance, including Residence refurbishment costs, to the extent funds are not available for such use by the Working Capital Fee; capital improvements to the extent funds are not available for such use from the Community's Capital Asset Replacement Reserve Fund as described in paragraph 6.11); an amount to fund

the Capital Asset Replacement Reserve Fund (as described in paragraph 6.11); management fees paid to others; management fees paid to Life Care Services LLC, or to an affiliate of Life Care Services LLC, plus reimbursable costs incurred in performing management services as described in the management agreement; debt service, including principal and interest (excluding only principal payments on loans from Residents); occupancy development costs; lease payments; and any other similar expenses, costs, and charges to the Community.

**6.5.2 Adjustments.** The foregoing projected expenses, costs, and charges are then further adjusted by us to take into account anticipated changes in reserves, working capital needs, services, Residence occupancy, inflation or deflation, nonrecurring expenses, and other relevant factors.

**6.5.3 Income.** The foregoing adjusted costs (except Residence refurbishment costs), expenses, and charges are then reduced by certain projected income of the Community for the next fiscal year, including income from extra meals, beauty shop rental, guest meals and guest room rentals, and interest income from the Community's statutory reserves and operating cash accounts. Residence refurbishment costs are then reduced by projected income from the Working Capital Fee for the next fiscal year. The total of these reduced

costs, expenses, and charges is the cash requirement of the Community for the next fiscal year.

**6.6 Monthly Fee Changes.** The Monthly Fee may be adjusted upon 30 days' prior written notice by us or immediately without notice if such change in the Monthly Fee is required by local, state, or federal laws or regulations.

**6.7 Payment.** You will pay the Monthly Owner's Supervision Fee and a pro rata portion of the Monthly Fee commencing on the earlier of (i) occupancy or (ii) within 90 days of the date of our approval of this Agreement. Thereafter, your Monthly Owner's Supervision Fee and Monthly Fee will be payable in advance on the fifth (5<sup>th</sup>) day of each month. Any extra charges for additional services obtained during the preceding month will be paid on the fifth (5<sup>th</sup>) day of each month for the additional services obtained during the preceding month.

**6.8 Late Payment.** A late payment charge will be assessed 30 days from the date on the billing statement at the rate of one percent (1%) per month on the total delinquent amounts due. Late payment charges will not be compounded in the total delinquent amounts computed for determining any late payment charge assessed in any succeeding month. The late payment charge will

cease on the date we receive payment of the total delinquent amount.

**6.9 Cease Payment of Monthly Fee for Residence.** The Monthly Charges for your Residence will cease in accordance with Section 8 or 9 if you (or both of you if there are two (2) of you) or we cancel this Agreement and in accordance with paragraph 8.4 if you die (or if there are two (2) of you, the death of the survivor). In the event there are two (2) of you who occupy the Residence and only one (1) of you cancels this Agreement or dies, the second person Monthly Fee will cease and the remaining person will continue to pay the first person Monthly Fee and Monthly Owner's Supervision Fee.

**6.10 Reduction in Monthly Fee During an Absence for Medical Reasons.** If you are absent from the Community for more than 30 days due to medical reasons, your Monthly Fee will be reduced as follows:

**6.10.1** If there is one (1) of you who occupies the Residence and you are absent from the Community for more than 30 days due to medical reasons, you will continue to pay the Monthly Fee less the food costs for the one meal a day not taken during your absence from the Community.

**6.10.2** If there are two (2) of you who occupy the Residence

and one (1) of you is absent from the Community for more than 30 days due to medical reasons, the second person Monthly Fee will cease and you will only be required to pay the first person Monthly Fee during the other person's absence from the Community.

**6.10.3** If there are two (2) of you who occupy the Residence and both of you are absent from the Community for more than 30 days due to medical reasons, the second person Monthly Fee will cease and you will only be required to pay the first person Monthly Fee during your absence from the Community, less the food costs for the one meal per day not taken during your absence from the Community.

You will continue to pay the Monthly Owner's Supervision Fee per Resident during any such absence from the Community.

**6.11 Capital Asset Replacement Reserve Fund.** We have established a Capital Asset Replacement Reserve Fund maintained by us and to be used only for improving or replacing major capital items of the Community. Such reserve is funded from Monthly Fees as set forth in paragraph 6.5.1.

## **7. REPAYMENT OF ENTRANCE PAYMENT AND SECOND PERSON FEE.**

### **7.1 Repayment of Entrance Payment Prior to Occupancy.**

#### **7.1.1 Nonacceptance.**

If we do not accept you for residency, we will repay to you the amount of the Entrance Payment you have paid, without interest, within thirty (30) days of our notice to you of nonacceptance.

**7.1.2 Right of Rescission Period.** If prior to occupancy you change your mind and you give us written notice of cancellation by registered or certified mail within 30 days from the date you execute this Agreement, this Agreement will be automatically canceled. In such event, we will repay to you the amount of the Entrance Payment you have paid, without interest, within 30 days of notice, except that we will retain an amount equal to any costs specifically incurred by us or the Community at your request, if any, and which are set forth in a separate addendum to this Agreement. You shall not be required to move into the Community before the expiration of the thirty (30) day rescission period.

**7.1.3 Change in Condition.** If prior to occupancy (i) you (or either of you if there are two (2) of you) die or become unable to occupy

your Residence because of illness, injury, or incapacity or (ii) you elect to cancel this Agreement because of a substantial change in your physical, mental, or financial condition, then upon our receipt of your written notice to us by registered or certified mail this Agreement will be automatically canceled. In such event, we will return to you or your legal representative, without interest, the amount of the Entrance Payment you have paid to us within 60 days of our receipt of your written notice of cancellation, except that we will retain an amount equal to any costs specifically incurred by us at your request, if any, and which are set forth in a separate addendum to this Agreement.

**7.1.4 Cancellation for Reasons Other Than Set Forth in 7.1.1, 7.1.2, and 7.1.3.** If prior to assuming occupancy you give us written notice of cancellation by registered or certified mail and neither paragraphs 7.1.1, 7.1.2, nor 7.1.3 are applicable, this Agreement will be canceled. In such event, we will retain three thousand dollars (\$3000) from the amount of the Entrance Payment you paid, plus an amount equal to any costs specifically incurred by us at your request, if any, and which are set forth in a separate addendum to this Agreement, and the balance will be repaid to you, without interest, within 60 days of our receipt of your written notice of cancellation.

**7.2 Repayment of Entrance Payment and Second Person Fee Within First Four Months of Occupancy.** Except within the rescission period, which will be handled according to paragraph 7.1.2, should you or we cancel this Agreement pursuant to Section 8 or 9, or in the event of the death of the surviving Resident within the first four months of your occupancy, 100% of the Entrance Payment you have paid, and the Second Person Fee if there are two of you, will be repaid to you pursuant to Section 8 or 9.

Your repayment shall become due and payable upon 14 days from the date the Entrance Payment is collected for your Residence from a new resident to Chester Village West. If your Residence is reoccupied by an existing resident of Chester Village West who transfers from another residence ("Transferring Resident"), your repayment shall be due and payable upon the date we receive the next full Entrance Payment for the residence vacated by the Transferring Resident. If more than one internal transfer of existing residents occurs, repayment of your Entrance Payment will be tied to the last vacated residence. However, in no event shall such date be more than 24 months from the date of cancellation of your Residency Agreement at which time your repayment shall become immediately due and payable to you or your estate. We may offset against

any repayment any amounts then due by you to us pursuant to paragraph 7.4

**7.3 Repayment After First Four Months of Occupancy.** In the event of your death (or the death of the survivor if there are two of you) after occupancy, or if you or we cancel this Agreement pursuant to Sections 8, we will repay to you (or your estate), without interest, the amount of the Entrance Payment paid by you reduced by twenty-five percent (25%) earned by us upon occupancy and two percent (2%) per full month of occupancy until the Entrance Payment is fully amortized. For purposes of calculating the repayment, amortization will begin on the fifth month of occupancy and will end when this Agreement is cancelled pursuant to Section 8 or 9. After occupancy, Second Person Fee (if applicable) is not repayable.

Your repayment shall become due and payable upon 14 days from the date the Entrance Payment is collected for your Residence from a new resident to Chester Village West. If your Residence is reoccupied by an existing resident of Chester Village West who transfers from another residence ("Transferring Resident"), your repayment shall be due and payable upon the date we receive the next full Entrance Payment for the residence vacated by the Transferring Resident. If more than one internal

transfer of existing residents occurs, repayment of your Entrance Payment will be tied to the last vacated residence. However, in no event shall such date be more than 24 months from the date of cancellation of your Residency Agreement at which time your repayment shall become immediately due and payable to you or your estate. We may offset against any repayment any amounts then due by you to us pursuant to paragraph 7.4

**7.4 Right of Offset.** We have the right to offset against any repayment due you, any unpaid Monthly Charges owed by you, any amounts deferred by us under paragraph 9.2, and any other sums owed by you to us. Any amounts owed by you to us will be payable with interest.

**7.5 Beneficiary Designation.** You may designate a beneficiary for receipt of any repayable portion of the Entrance Payment if the designation is in writing, is witnessed, is noncontingent, is specified in percentages and accounts for 100%, and has received our approval. An Assignment of Rights to Repayment may be obtained from the Community's business office.

## **8. YOUR CANCELLATION RIGHTS.**

**8.1 Prior to Occupancy.** You may cancel this Agreement for

any reason at any time before occupancy by giving us written notice executed by you (both of you, if there are two (2) of you) and sent by registered or certified mail. If you give such notice, prior to your occupancy of the Community, the cancellation will be effective as described in Section 7.

### **8.2 During First Four Months of Occupancy.**

**8.2.1 Written Notice.** During your first four months of occupancy at Chester Village West, you may cancel this Agreement at any time after occupancy by giving us written notice executed by you (both of you if there are two (2) of you) and sent by registered or certified mail. Upon our receipt of your written notice of cancellation, you and we will execute a Remarketing Agreement for the resale of your Residence.

**8.2.2 Monthly Charges.** You will continue to pay your Monthly Fee and Monthly Owner's Supervision Fee until the the date you vacate your Residence and remove of all your furniture and other property.

**8.2.3 Removal of Property.** If removal of your furniture and other property is not accomplished after giving written notice of cancellation, we may continue to charge the Monthly Owner's Supervision Fee and Monthly Fee or we may remove and

store your furniture and other property at the expense and risk of you or your estate.

**8.2.4 Cancellation.** This Agreement will cancel, and the services provided under this Agreement will cease after giving written notice of cancellation and upon the date you vacate your Residence and remove all your furniture and other property.

**8.2.5 Repayment of Entrance Payment.** If you give us written notice of cancellation during the first four months of your occupancy, your Entrance Payment and Second Person Fee, if there are two of you, will be fully repayable, providing you vacate your Residence, and remove all your furniture and other property within your first four months of occupancy. However, if you fail to vacate your Residence within your first four months of occupancy, the amount of Entrance Payment repaid to you shall be calculated and repaid pursuant to Section 8.3 below

### **8.3 After First Four Months of Occupancy.**

**8.3.1 Written Notice.** After your first four months of occupancy, you may cancel this Agreement at any time after occupancy by giving us 120 days' advance written notice executed by you (both of you if there are two (2) of you) and sent by registered or certified mail.

Upon our receipt of your written notice of cancellation, you and we will execute a Remarketing Agreement for the resale of your Residence.

**8.3.2 Monthly Fee.** You will continue to pay your Monthly Fee and Monthly Owner's Supervision Fee until the later of (i) the expiration of the 120 day written notice of cancellation period or (ii) the date you vacate your Residence and remove of all your furniture and other property.

**8.3.3 Removal of Property.** If removal of your furniture and other property is not accomplished within 120 days of your written notice of cancellation, we may continue to charge the Monthly Owner's Supervision Fee and Monthly Fee or we may remove and store your furniture and other property at the expense and risk of you or your estate.

**8.3.4 Cancellation.** This Agreement will cancel, and the services provided under this Agreement will cease, upon the later of (i) 120 days following the date you give us written notice of cancellation or (ii) the date you vacate your Residence and remove all your furniture and other property.

**8.3.5 Repayment of Entrance Payment.** Any unamortized amount of your Entrance

Payment, if any, will be repaid to you in accordance with Paragraph 7.3.

#### **8.4 Death.**

**8.4.1 Monthly Fee.** You will continue to pay your Monthly Fee and Monthly Owner's Supervision Fee until the later of (i) your death (if there are two (2) of you, the death of the survivor) or (ii) your vacancy of the Residence and removal of all your furniture and other property.

**8.4.2 Removal of Property.** If removal of your furniture and other property is not accomplished within 30 days of your death (if there are two (2) of you, the death of the survivor), we may continue to charge the Monthly Fee and Monthly Owner's Supervision Fee or we may remove and store your furniture and other property at the expense and risk of you or your estate.

**8.4.3 Cancellation.** This Agreement will cancel and the services provided under this Agreement will cease, upon the later of (i) your death (if there are two (2) of you, the death of the survivor) or (ii) your vacancy of the Residence and removal of all your furniture and other property.

**8.4.4 Repayment of Entrance Payment.** Any unamortized amount of your Entrance Payment, if any, will be repaid to you in accordance with Paragraph 7.3.

#### **8.5 Cancellation Due to Medical Treatment After Occupancy.**

##### **8.5.1 Written Notice.**

If you develop a medical condition which requires you to seek long-term or permanent medical treatment elsewhere (because such medical condition cannot be treated with home health services available at the Community), you may voluntarily cancel this Agreement after occupancy by giving us 30 days' advance written notice signed by you (both of you if there are two (2) of you) and sent by registered or certified mail. Upon our receipt of your written notice of cancellation, you and we will execute a Remarketing Agreement for the resale of your Residence.

**8.5.2 Monthly Fee.** If you give such notice, you will continue to pay your Monthly Fee and Monthly Owner's Supervision Fee until the later of (i) expiration of such 30 day period or (ii) your vacancy of the Residence and removal of all your furniture and other property.

**8.5.3 Removal of Property.** If removal of your furniture and other property is not accomplished, we may continue to charge the Monthly Fee and Monthly Owner's Supervision Fee or we may remove and store your furniture and other property at the expense and risk of you or your estate.

**8.5.4 Cancellation.** This Agreement will cancel on the later of (i) 30 days following the date you give us written notice of cancellation or (ii) the date you vacate your Residence and remove all your furniture and other property.

**8.5.5 Repayment of Entrance Payment.** Any unamortized amount of your Entrance Payment, if any, will be repaid to you in accordance with Paragraph 7.3.

## **9. OUR CANCELLATION RIGHTS.**

**9.1 Just Cause.** After we have accepted you for residency, we will not cancel this Agreement except for just cause. Just cause is defined as:

**9.1.1 Nonpayment.** Except as set forth below, nonpayment of fees or charges; or

**9.1.2 Failure to Comply.** You do not comply with the terms of this Agreement or the published operating procedures, covenants, rules, regulations, and policies now existing or later amended by us; or

**9.1.3 Threat to Health or Safety.** Health status or behavior which constitutes a substantial threat to the health or safety of yourself, other Residents, or others including

your refusal to consent to relocation or that would result in physical damage to the property of others; or

**9.1.4 Change in Condition.** A major change in your physical or mental condition and your condition cannot be treated with home health services available at the Community.

**9.2 Financial Difficulty.** If, after you have paid the Entrance Payment, you encounter financial difficulties making it impossible for you to pay the full Monthly Charges, then:

**9.2.1 Permitted to Stay.** You shall in any case be permitted to remain at the Community for 90 days after the date of failure to pay, during which time you shall continue to pay reduced Monthly Charges based on your current income. Pursuant to paragraph 7.4, any amounts owed by you to us will be payable with interest; and

**9.2.2 Terms of Stay.** After the 90 days, you shall be permitted to remain at the Community at reduced Monthly Charges based on your ability to pay for so long as you establish facts to justify deferral of such charges, and the deferral of such charges can, in our sole discretion, be granted without impairing our ability to operate on a sound financial basis. This provision will not apply if you

have impaired your ability to meet your financial obligations hereunder by transfer of assets, after assuming residency, other than to meet ordinary and customary living expenses, or by not maintaining Medicare Part A, Medicare Part B and/or supplemental insurance coverages. To evidence these agreements based on the circumstances at the time, you agree to enter into a special Financial Assistance Amendment to Residency Agreement with us at the time of any such deferrals to reflect the reduced charges currently payable and the interest rate to be applied to the deferrals and to provide us with a perfected first security interest in your repayment rights. Any payments otherwise due to you from us, including the repayment of your Entrance Payment, will be offset against any such deferred charges.

**9.2.3 Guarantor.** Paragraphs 9.2.1 and 9.2.2 are not applicable if, to initially qualify for residency at Chester Village West, a third party(ies) with adequate resources agreed in writing, prior to your acceptance for residency, to guarantee payment of your obligations and is fulfilling their obligations pursuant to a Guaranty of Fees and Other Payments under the Residency Agreement.

### **9.3 Notice of Cancellation.**

Prior to any cancellation of this Agreement by us, we will give you notice in writing of the reasons, and you will have 60 days thereafter to correct the problem. If we determine that the problem is corrected within such time, this Agreement will remain in effect. If we determine that the problem is not corrected within such time, you must leave the Community within 30 days after we notify you of our determination. You will continue to pay your Monthly Fee and Monthly Owner's Supervision Fee until removal of your furniture and other property has occurred. If removal of your furniture and other property is not accomplished, we may remove and store your furniture and other property at the expense and risk of you or your estate. This Agreement will cancel upon the removal of your furniture and other property. Your Entrance Payment, if applicable, will be repaid in accordance with Paragraph 7.3.

### **9.4 Emergency Notice.**

Should your continued residency pose an imminent threat of serious harm to you or other Residents, and the giving of notice or the waiting period described above might be detrimental to you or other Residents, then such notice and/or waiting period shall not be required before relocation to a hospital or other appropriate facility. If there is one of you under this Agreement, we are expressly au-

thorized to transfer you to such hospital or other facility, and we will promptly notify your responsible party and your attending physician. After transferring you to such hospital or other facility, we will provide you with a notice of cancellation if you will be unable to return to the Community. You will continue to pay the Monthly Fee and Monthly Owner's Supervision Fee, until removal of your furniture and other property has occurred. If removal of your furniture and other property is not accomplished, we may remove and store your furniture and other property at the expense and risk of you or your estate. This Agreement will cancel upon the removal of your furniture and other property. Your Entrance Payment, if applicable, will be repaid in accordance with Paragraph 7.3. If there are two (2) of you under this Agreement and one (1) of you is transferred to a hospital or other appropriate facility under the circumstances described in this section, the other person may continue to occupy the Residence under the terms of this Agreement. We are not responsible for any charges related to such transfer or relocation.

## **10. MISCELLANEOUS PROVISIONS WITH RESPECT TO YOUR RESIDENCE.**

**10.1 Use of Residence.** The Residence is for living only and shall not be used for carrying on any busi-

ness or profession, nor in any manner in violation of zoning restrictions. This Agreement is not a lease, and entitles you only to the lifetime use of the Residence and other amenities of the Community and to available services, subject to the terms and conditions of this Agreement.

**10.2 Occupants of Residence.** Except as hereinafter provided, no person other than you (or both of you if there are two (2) of you) may occupy the Residence except with our express written approval. In the event that a second person who is not a party to this Agreement wishes to be accepted for residency under this Agreement, after the date we execute this Agreement, said second persons' acceptance will be based upon our then-current Residency Policy. If accepted, payment of the then-current Second Person Fee as determined by us, and payment of the then-current additional Monthly Charges for second persons shall be due. If such second person does not meet the requirements for residency, such second person will not be permitted to occupy the Residence for more than 30 days (except with our express written approval), and you may cancel this Agreement as provided in Section 8.

**10.3 Emergency Entry and Relocation.** We may enter your Residence should it be necessary in an emergency to protect your health or

safety or the health or safety of other Residents. Should it be necessary to modify facilities to meet the requirements of any applicable law or regulation which necessitate temporary vacation of your Residence, we will provide alternate facilities for you without extra charge within or outside the Community. Further, if relocation within the Community is recommended by your attending physician, we will request that you relocate to another Residence for the protection of your health or safety or for the health or safety of the other Residents of the Community.

**10.4 Furnishings.** Furnishings within the Residence will be provided by you except as otherwise provided in Section 1. Furnishings provided by you will not interfere with the health or safety of you or other Residents or others.

**10.5 Alterations by You.** You may undertake alterations to your Residence with our prior written approval as set forth in a separate Residence Modification Agreement.

**10.6 Refurbishment.** Customary and normal refurbishment costs of your Residence will be borne by all residents of Chester Village West as part of the Monthly Fee. Any necessary refurbishment costs beyond those which are customary and normal, are your responsibility and will be offset against any repayment

of the Entrance Payment, if applicable.

**10.7 Change of Residence.** Should you relocate to another Residence in the Community you may be subject to a transfer fee, as set forth under our then-current Residence Transfer Policy.

## **11. AMENDMENTS.**

**11.1 This Agreement.** This Agreement may be amended by agreement of the parties to this Agreement. No amendment of this Agreement will be valid unless in writing and signed by you and us.

**11.2 All Agreements.** In addition, with the approval of (i) at least 67% of the Residents of the Residences in the Community, who have this type of residency agreement, and (ii) us, all residency agreements of this type, may be amended in any respect, provided, however, that no such amendment shall:

**11.2.1** Reduce the afore-said percentage of Residents which is required to consent to any such amendment; or

**11.2.2** Permit the preference or priority of any Resident without the consent of each Resident.

Upon our approval and upon our receipt of evidence of the ap-

proval of at least 67% of the Residents of Residences as aforesaid, such amendment shall be effective and any designated residency agreements, which may include this Agreement, shall automatically be amended. Accordingly, any of the terms of this Agreement may be amended.

**11.3 Law Changes.** This Agreement may be modified by us at any time in order to comply with Federal or state laws or regulations.

## **12. MISCELLANEOUS LEGAL PROVISIONS.**

**12.1 Governing Law.** This Agreement will be interpreted according to the laws of the State of Connecticut and will become effective upon acceptance and execution by us. The Glossary which sets forth the definitions of certain terms used in this Agreement is by this reference incorporated herein and made a part of this Agreement.

**12.2 Separability.** The invalidity of any restriction, condition, or other provision of this Agreement, or any part of the same, shall not impair or affect in any way the validity or enforceability of the rest of this Agreement.

**12.3 Capacity.** This Agreement has been executed by our duly authorized agent, and no member, officer, director, agent, or employee

of ours shall have any personal liability to you hereunder under any circumstances. This Agreement will become effective upon acceptance and execution by us.

**12.4 Residents.** When Resident consists of more than one (1) person, the rights and obligations of each are joint and several, except as the context of this Agreement otherwise requires.

**12.5 Nature of Rights.** You understand and agree that (i) this Agreement or your rights (including the use of the Residence) under it, may not be assigned, and no rights or benefits under this Agreement shall inure to the benefit of your heirs, legatees, assignees, or representatives, except as to repayments of the amounts described in Section 7; (ii) this Agreement and your contractual right to occupy the Community will exist and continue to exist during your lifetime unless canceled as provided herein; (iii) this Agreement grants you a revocable right to occupy and use space in the Community but does not give you exclusive possession of the Residence against us, (iv) you will not be entitled to any rights of specific performance, but will be limited to such remedies as set forth herein and as provided by continuing care law; (v) this Agreement is not a lease or easement and does not transfer or grant you any interest in real property owned by us; and (vi) this Agreement

grants to us complete decision-making authority regarding the management and operation of the Community.

**12.6 Release.** We are not responsible for loss of or damage to your personal property, and you hereby release us from any such liability. You may want to obtain at your own expense insurance to protect against such losses.

**12.7 Indemnity.** We will not be liable for, and you agree to indemnify, defend, and hold us harmless from claims, damages, and expenses, including attorneys' fees and court costs, resulting from any injury or death to persons and any damages to property to the extent caused by, resulting from, attributable to, or in any way connected with your negligent or intentional act or omission.

**12.8 Entire Agreement.** This Agreement and any addenda, amendment, or exhibits hereto contain our entire understanding with respect to your residency.

**12.9 Tax Considerations.** Each person considering executing this Agreement should consult with his or her tax advisor regarding the tax considerations associated with this Agreement. Tax considerations are discussed in the Disclosure Statement.

**12.10 Transfers.** We may from time to time issue additional equity interests or sell or transfer interest in the Community, provided that, in such later event, the buyer will agree to assume this Agreement and all other existing Residency Agreements. In addition, we may sell or otherwise transfer the land or other portions of the Community. Your signature hereto constitutes your consent and approval to any such future transfer.

**12.11 Residents Association.** Residents will have the right to organize and operate a Residents Association at the Community and to meet privately to conduct business of the Residents Association. It is our policy to encourage the organization and operation of a Residents Association.

**12.12 Private Employee of Resident.** If you need additional services, you can obtain these needed services from a private employee, an independent contractor, or through an agency ("Personal Service Provider"). In such instances, we strongly advise you to obtain these needed services from a licensed and/or certified home health agency. In any event, you must comply with our policy regarding Personal Service Providers and ensure that he/she/they complies with our policies and rules of conduct as set forth in our Personal Service Provider Policy. If you fail to follow or enforce the rules set forth in the

Personal Service Provider Policy, then we may elect at our sole option to cancel this Agreement.

**12.13 Resident Representations.** By signing this Agreement, you represent and warrant that (i) you are at least 62 years of age or older at the time of residency or you will share your Residence with another person who is at least 62 years of age or older at the time of residency; (ii) you are capable of living in your Residence in accordance with the Community's Residency Policy, (iii) you have assets and income which are sufficient under foreseeable circumstances and after provision for payment of your obligations under this Agreement to meet your ordinary and customary living expenses after assuming occupancy, and (iv) all written representations made to us with respect to such matters by you or on your behalf during the residency process are true.

**12.14 Responsible Party.** You agree to execute and deliver to us within 60 days after assuming occupancy in your Residence, a Durable Power of Attorney, trust documents, or other documentation naming a responsible party for business and financial decision-making. These documents should be drafted to remain effective notwithstanding your incompetence or disability and will be in a form acceptable to us, and you agree to keep such documents in effect as long as this Agreement is in

effect. The person(s) named as your responsible party will not be a person(s) employed by us or any other entity engaged in the management of the Community.

**12.15 Adjustments for Absences.** You will receive a credit toward your Monthly Fee if you are absent from the Community for more than 14 consecutive days and you give us 14 days' advance written notice of the absence. Such credit shall cover the raw food cost portion of the one meal per day for that period of time. The amount of the credit shall be determined by us in our sole discretion based on our then-current policy regarding absences from the Community.

**12.16 Funeral and Burial Services.** No funeral or burial services or expenses are provided by us pursuant to this Agreement.

**12.17 Arbitration.** You agree that any dispute, claim, or controversy of any kind between you and us arising out of, in connection with, or relating to this Agreement and any amendment hereof, or the breach hereof, which cannot be resolved by mutual agreement or in small claims court, will be submitted to and determined by arbitration in Middlesex County, Connecticut in accordance with the Federal Arbitration Act and the then current commercial arbitration rules of the Federal Arbitration

Act. You and we will jointly agree on an arbitrator and the arbitrator will be selected according to the procedure set forth in state law, if applicable. In reaching a decision, the arbitrator shall prepare findings of fact and conclusions of law. Any direct arbitration costs incurred by you will be borne by you. Costs of arbitration, including our legal costs and attorneys' fees, arbitrators' fees, and similar costs, will be borne by all Residents of the Community provided that the arbitrator may choose to award the costs of arbitration against us if the arbitrator determines that the proposed resolution urged by us was not reasonable. If the issue affects more than one (1) Resident, we may elect to join all affected Residents into a single arbitration proceeding, and you hereby consent to such joinder.

You may withdraw your agreement to arbitrate within thirty (30) days after signing this Agreement by giving written notice of your withdrawal to us. This arbitration clause binds all parties to this Agreement and their spouses, heirs, representatives, executors, administrators, successors, and assigns, as applicable. After cancellation of this Agreement, this arbitration clause shall remain in effect for the resolution of all claims and disputes that are unresolved as of that date.

**12.18 Reserve Policy.** It will be our policy to maintain reserve funds as required by Connecticut law.

**12.19 Resident Rights.** As a Resident of the Community, you have certain rights under the Connecticut continuing care law (Conn. Gen. Stat. §17b-520 *et seq.*), a copy of which is available upon request. You also have certain rights as a Resident of the Community because it is registered with the Department of Public Health as a Managed Residential Community. A copy of the Managed Residential Community Residents' Bill of Rights is attached hereto as Exhibit B.

**12.20 Compliance with Laws and Regulations.** We will comply with all applicable Municipal, State, and Federal laws and regulations regarding consumer protection and protection from financial exploitation.

**12.21 Complaint Resolution Process.** We have established a complaint resolution process for Residents and families, which is attached hereto as Exhibit C. Residents and families may use the complaint resolution process without fear of reprisal of any kind.

**12.22 Acknowledgment of Receipt of Documents.** You hereby certify that you (i) received a copy of this Agreement, (ii) received a copy of our most current Disclosure State-

ment, and (iii) have been permitted to inspect any additional relevant materials requested to be reviewed by you or your representatives prior to executing this Agreement. Attached as Exhibits to this Agreement are the following: (i) a list of services available under the Community's Residential Health Services Program and charges for such services (this information is also included in Exhibit A to this Agreement), (ii) Resident's Bill of Rights attached as Exhibit B to this Agreement; and (iii) Complaint Resolution Process attached as Exhibit C to this Agreement.

**12.23 Chester Village West Residency Agreement Fee Summary.**

**Initial Payment of Entrance Payment** (equal to 10% of the Entrance Payment paid upon executing this Agreement)

\$ \_\_\_\_\_

**Balance of Entrance Payment** (to be paid upon occupancy or within ninety (90) days of our approval of this Agreement, whichever is earlier; equal to 90% of the Entrance Payment)

\$ \_\_\_\_\_

**Total Entrance Payment**

\$ \_\_\_\_\_

**Second Person Fee** (to be paid upon occupancy or within ninety (90) days of our approval of this Agreement, whichever is earlier)

\$ \_\_\_\_\_

**Working Capital Fee** (to be paid upon occupancy or within ninety (90) days of our approval of this Agreement, whichever is earlier, equal to two (2) times the then-current Monthly Fee including a second person Monthly Fee if there are two (2) of you)

\$ \_\_\_\_\_\*

**Monthly Fee**

\$ \_\_\_\_\_\*

**Second Person Monthly Fee** (if applicable)

\$ \_\_\_\_\_\*

**Monthly Owner's Supervision Fee**

\$ \_\_\_\_\_\*

**Second Person Monthly Owner's Supervision Fee** (if applicable)

\$ \_\_\_\_\_\*

\*Monthly Fee, Second Person Monthly Fee and Working Capital Fee will be adjusted per Section 6.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**RESIDENT OR RESIDENT'S  
LEGAL REPRESENTATIVE**

**CHESTER WOODS LLC  
d/b/a Chester Village West**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
**RESIDENT OR RESIDENT'S  
LEGAL REPRESENTATIVE**

\_\_\_\_\_  
Witness

Residence Type \_\_\_\_\_

Residence Number \_\_\_\_\_

Attachments:

Exhibit A: Residential Health  
Services Program -  
List of Services and  
Extra Charges

Exhibit C: MRC Residents' Bill  
of Rights

Exhibit D: Complaint Resolution  
Process



9/2/14

**EXHIBIT A**  
**RESIDENTIAL HEALTH SERVICES**  
**CURRENT LIST OF SERVICES AND EXTRA CHARGES**

1. Resident Service provided, at no additional charge:

	<u><b>Time Frame</b></u>	<u><b>Fee</b></u>
a. Assessments	Unlimited	No Fee
b. Coordination of Services		
c. Monitoring delivery of services		
d. Referrals to area health care providers		
e. Follow-up emergency call		
f. Resident liaison/advocate		
g. Support/counseling		
h. Health education lectures and newsletters		
i. Education on treatment and procedures		
j. Medical equipment assistance		
k. Coordination of medical transportation		

2. Resident Services Licensed Care provided by ALSA Supervisor – an RN

	<u><b>Time Frame</b></u>	<u><b>Fee</b></u>
a. Service for ALSA client	Monthly	\$32.00
b. Medication pre-pour	Once a week	\$64.00
c. Pacemaker checks	as needed	\$15.00
d. Blood sugar	As needed	\$15.00
e. Dressing change (Dr. ordered, not covered by Medicare)	As needed	\$15.00
f. Other Dr. ordered services (not covered by Medicare)	By arrangement	--
g. B-12		\$15.00

3. Resident Services Assistance Services as Provided by Certified Home Health Aides

	<u>Time Frame</u>	<u>Fee</u>
a. Apartment tidy	¼ hr.	\$8.00
b. Shop (with client) groceries or clothing	¼ hr.	\$8.00
c. Escort Dr. visit (no hands-on assistance)	¼ hr.	\$8.00
d. Meal preparation and clean-up	¼ hr.	\$8.00
e. In-house escort	¼ hr.	\$8.00
f. Pet and plant care	¼ hr.	\$8.00
g. Event reminder service and calendar review	¼ hr.	\$8.00

4. Residence Service personal care provided by a certified home health aide. Care monitored by Resident Service RN under ALSA regulations.

	<u>Time Frame</u>	<u>Fee</u>
a. Grooming	¼ hr.	\$8.00
b. Skin care	¼ hr.	\$8.00
c. Transfers	¼ hr.	\$8.00
d. Toileting	¼ hr.	\$8.00
e. Bathroom/hygiene	¼ hr.	\$8.00
f. Dressing	¼ hr.	\$8.00
g. Support hose	¼ hr.	\$8.00
h. Medication reminders	¼ hr.	\$8.00

**These services can be combined with other Resident Services and/or services of Medicare or other private agencies.**

5. Domestic Services:

	<u>Time Frame</u>	<u>Fee</u>
a. Errands	½ hr.	\$8.50
b. Grocery Shopping	½ hr.	\$8.50
c. Laundry	½ hr.	\$8.50
d. Ironing	½ hr.	\$8.50
e. Pet Care	½ hr.	\$8.50
f. Plant Care	½ hr.	\$8.50
g. Assisting with Mail	½ hr.	\$8.50
h. Light Housekeeping	½ hr.	\$8.50

6. Private Duty Nursing Services provided by Home Health Care Services Corporation

	<u>Time Frame</u>	<u>Fee</u>
a. Private duty aides	2 hr. minimum	\$24.25/hr. weekdays
		\$25.25/hr. weekends
b. Registered Nurse visits		\$80/visit
c. Case management fee		\$78/month
d. Medicare covered home care		According to Medicare reg.
e. Live-in		\$215/day
f. Companion/homemaker		\$19.25/hr.
		\$20.25/hr. weekends

7. Private Duty Nursing Services provided by outside agencies or persons\*

**Time Frame**                      **Fee**

Established by agency

**\* Private employees of all Residents must register with Director of Resident Services prior to providing services.**

8. Packages of services can be arranged by Resident Services Director

**Time Frame**                      **Fee**

Established by Resident  
Services Director

## **EXHIBIT B**

### **MANAGED RESIDENTIAL COMMUNITY RESIDENTS' BILL OF RIGHTS**

You have the right to:

- Live in a clean, safe and habitable private Residence;
- Be treated with consideration, respect and due recognition of your personal dignity, individuality and the need for privacy;
- Privacy within your private Residence, subject to the Community's rules reasonably designed to promote your health, safety and welfare;
- Retain and use your personal property within your Residence so as to maintain individuality and personal dignity, provided that your use of personal property does not infringe on the rights of other residents or threaten the health, safety and welfare of other residents;
- Private communications, including receiving and sending unopened correspondence, telephone access and visiting with persons of your choice;
- Freedom to participate in and benefit from Community services and activities so as to achieve the highest possible level of independence, autonomy and interaction within the Community;
- Directly engage or contract with licensed health care professionals and providers of your choice to obtain necessary health care services in your private Residence, or such other space in the Community as may be available to residents for such purposes;
- Manage your own financial affairs;
- Exercise civil and religious liberties;
- Present grievances and recommend changes in policies, procedures and services to our Executive Director or staff, government officials or any other person without restraint, interference, coercion, discrimination or reprisal from the Community, including access to representatives of the Department of Public Health or the Office of the Long-Term Care Ombudsman;
- Upon request, obtain the name of the Residential Health Services Director or any other persons responsible for resident care or the coordination of resident care;

- Confidential treatment of all records and communications to the extent required by State and Federal law;
- Have all reasonable requests responded to promptly and adequately within the capacity of the Community and with due consideration given to the rights of other residents;
- Be fully advised of the relationship that the Community has with any Assisted Living Services Agency, health care facility or educational institution to the extent that such relationship relates to resident medical care or treatment and to receive an explanation about the relationship;
- Receive a copy of any rules or regulations of the Community;
- Refuse care and treatment and participate in the planning for the care and services you need or receive, provided, however, that your refusal of care and treatment may preclude you from being able to continue to reside in the Community; and
- If you are a continuing care resident, all rights afforded under Conn. Gen. Stat. § 17b-520 *et seq.*, and any other applicable laws. If you rent your Residence, all rights and privileges afforded to tenants under title 47a of the Connecticut General Statutes (Connecticut's landlord tenant laws).

We hope that any complaints or concerns that you have can be resolved by our staff. However, you also have the right to contact the following state agencies regarding complaints or concerns:

Department of Public Health  
Faculty Licensing and Investigations  
410 Capitol Ave., P.O. Box 340308  
MS#12HSR  
Hartford, CT 06134-0308

Information/General: Loan Nguyen, R.N.  
Assisted Living Supervising Nurse Consultant  
(860) 509-7400

Complaints: Donna Ortelle, Supervisor  
(860) 509-7400

Nancy Shaffer, State Long Term Care Ombudsman  
Office of the Long Term Care Ombudsman  
25 Sigourney Street  
Hartford, CT 06106  
(866) 388-1888 or (860) 424-5200

Brenda Foreman, Regional Ombudsman  
Long-Term Care Ombudsman Program  
401 West Thames Street  
Norwich, CT 06360  
(860) 823-3366

Please sign below to acknowledge that we have provided you with a copy of this "Managed Residential Community Residents' Bill of Rights" and explained them to you.

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**Date**

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**Resident**

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**Resident's Legal Representative**

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**Relationship to Resident**

## **EXHIBIT C**

### **Complaint Resolution Process**

Purpose: To ensure that resident concerns related to their residency in the Community are resolved quickly and do not develop into major concerns, thereby ensuring optimum resident and employee satisfaction.

Policy: Residents who have a problem which they believe requires more detailed attention or who wish to voice a formal complaint, may elect to use the Complaint Resolution Process, without fear of reprisal of any kind. Every effort will be made to resolve any issue, dispute, or difference regarding residency matters, in accordance with the following Procedure:

Procedure:

1. Residents are encouraged to bring their concerns to the attention of the Department Director of the Department in which the problem is occurring (or occurred).
2. If the issue is not resolved after the first step, the resident should be encouraged to contact the Executive Director. The Executive Director will respond in writing within one (1) working day after receipt. If the issue requires more extensive research, then the resident will be corresponded with at every step of the resolution process.
3. If the issue is still unresolved after step 2, the resident may appeal to the Community's Director of Operations Management. The Director of Operations Management will respond in writing within three (3) working days after receipt. The Director of Operations Management may also (at the sole discretion of the Director of Operations Management) take the issue to the Community's board of directors for further consideration and resolution.
4. The Community will also publicize and post information pertaining to all applicable governmental regulatory resources for handling complaints unresolved by the Community (see Exhibit B – "Managed Residential Community Residents' Bill of Rights" for the contact information of such regulatory resources and individuals).