

NEWBRIDGE  

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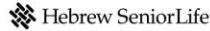
ON THE CHARLES



Dr. Miriam and Sheldon G. Adelson Campus

**RESIDENCY AGREEMENT**

**NEWBRIDGE**  
**ON THE CHARLES**



Dr. Miriam and Sheldon G. Adelson Campus

**RESIDENCY AGREEMENT**

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This Residency Agreement (this "Agreement") is made and entered into as of \_\_\_\_\_, 201\_\_ (the "Effective Date"), by NewBridge on the Charles, Inc. a Massachusetts nonprofit charitable corporation ("NewBridge") and \_\_\_\_\_ ("you"). (If more than one person is signing this Agreement, this term refers to each of you individually, and to you together, and the rights and obligations of each of you are joint and several, except when the context of this Agreement requires otherwise.)

RESIDENCE #: \_\_\_\_\_ COTTAGE / VILLA / APARTMENT (circle one)

See attached unit designation (Schedule 1 attached hereto and incorporated by reference herein)

OCCUPANCY DATE: \_\_\_\_\_

COMMENCEMENT DATE: \_\_\_\_\_

MODIFIED LIFE CARE OPTION:  
SINGLE (\$\_\_\_\_\_) / DOUBLE (\$\_\_\_\_\_) / N/A (circle one)

ENTRANCE FEE: \_\_\_\_\_  
(Inclusive of Modified Life Care Option)

PERCENTAGE REFUNDABLE (Subject to Section X.D) \_\_\_\_\_

ADVANCE PAYMENT: \_\_\_\_\_

OTHER CREDITS APPLIED: \_\_\_\_\_

PET FEE (\$1,000): \_\_\_\_\_ Y / N (circle one)

MONTHLY FEE: \_\_\_\_\_

ADDITIONAL PERSON MONTHLY FEE: \_\_\_\_\_

**A.** NewBridge operates a continuing care community located at 5000 Great Meadow Road, Dedham, Massachusetts, 02026 ("the Community"). The Community is operated on a nondiscriminatory basis and affords equal treatment and access to services to all persons regardless of race, color, religion, national origin, sex, sexual orientation, disability or ancestry.

**B.** You have applied and NewBridge has accepted you for residency at the Community. The purpose of this Agreement is to provide a statement of the services that NewBridge will provide to you at the Community, and the legal obligations that NewBridge will be assuming. This Agreement also sets forth your obligations to NewBridge, both financial and non-financial.

**C.** NewBridge is a wholly owned subsidiary of Hebrew SeniorLife, Inc., as is Hebrew Rehabilitation Center which operates part of the Health Care Center on the NewBridge campus. The goals and purpose of NewBridge are consistent with and an integral part of the Hebrew SeniorLife mission. Hebrew SeniorLife and its affiliates other than NewBridge are not parties to this Agreement.

**D.** This Agreement takes effect as of the Effective Date. The anticipated date that your Residence (hereinafter defined) is available for occupancy is stated on the inside front cover of this Agreement (the "Occupancy Date"). NewBridge's obligation to provide services under this Agreement (the "Commencement Date") begins when (i) the Occupancy Date has arrived; and (ii) you have paid the balance of the Entrance Fee and the first month's Monthly Fee, and will be stated on the inside front cover of this Agreement. The term of residency under this Agreement shall commence on the Commencement Date and continue until terminated as set forth herein (the "Term").

**E.** This is a legal document creating rights and obligations for each person signing this Agreement. You may wish to consult with your legal and financial/tax advisor(s) in reviewing this Agreement.

## **I. RIGHTS OF MEMBERS**

**A.** NewBridge is committed to supporting its Members in living as they choose and in the environment they choose, subject to NewBridge management's oversight for the safety of the Community. In that spirit, and in accordance with the provisions of this Agreement, you have the right to independence and self-determination, and to be treated with dignity and respect for your individuality and privacy, including: recognition of your rights, responsibilities, needs and preferences; freedom to select services and accept responsibility for your decision-making; acknowledgement of your personal space and the right to furnish and decorate that personal space; and freedom to set your own schedule, to have visitors, and to come and go in daily life.

**B.** The Residence is to be used for residential purposes only. It shall not be used for business or professional purposes without prior written approval of the Executive Director, or for any activity that would be in violation of any zoning requirements or applicable laws. You shall not conduct or permit any practice in your Residence that may damage the reputation of or otherwise be injurious to NewBridge or the Community. It is expressly understood and agreed that this Agreement grants you the license to occupy the Residence and to use the common space at NewBridge, subject to the terms of this Agreement. Such use

license shall be subject to a determination by the Community as set forth herein that such occupancy of the Residence is suitable given your then-current physical and mental health and its impact on your ability to live independently. You acknowledge NewBridge is a planned community setting and that you are responsible for using the Residence in a manner that is not disruptive to others. You also acknowledge that a mission of the Community is to provide multi-generational programming at NewBridge, promoting the appropriate involvement of school age children in various aspects of community life.

**C.** Your rights under this Agreement are the rights and privileges herein expressly granted and do not include any proprietary interests in the properties or assets of NewBridge or in any fees once paid over to NewBridge. You shall have no estate, leasehold, equity or other real property interest in your Residence or in the Community and you shall have no ownership or management interest in NewBridge or in any third-party contractor. Nothing contained in this Agreement shall be construed to create the relationship of landlord and tenant. You shall not lease your Residence to any other person. You shall not allow any person to occupy your Residence in your absence except in accordance with the Community's policies. All fees paid by you to NewBridge shall become its sole property, and may be used for any lawful corporate purpose. These fees shall be deemed payment to NewBridge for accommodations and services, and are not held in trust for your benefit.

**D.** Pursuant to the requirements of any bona fide lender, you agree that your rights under this Agreement shall be subordinate and inferior to the rights of the lender under any existing or future mortgage on the Community, and any other extension, modification, renewal of or substitution for any such mortgage. You further agree to execute, acknowledge and deliver upon request any document required to implement or serve as evidence of such subordination. NewBridge shall be permitted to assign its rights under this Agreement as security for any such mortgage, without your consent.

## **II. LIVING ACCOMMODATIONS**

In consideration of the Entrance Fee, Monthly Fee and other fees payable by you under this Agreement, NewBridge will provide you with the following accommodations and services at the Community, subject to the terms and conditions of this Agreement:

### **A. Residence**

You have chosen to live in the Residence indicated on the inside front cover of this Agreement. You will have a personal and non-assignable right to live in your Residence, subject to the terms of this Agreement and to the Community's policies as set forth in the Member Handbook, attached as Appendix A hereto and incorporated by reference herein, as amended from time to time.

### **B. Conveniences and Utilities**

Your Residence will be furnished with a washer/dryer, in-sink disposal, heating and air conditioning, microwave oven, electric oven and stove, dishwasher, refrigerator and 24-hour emergency call system. NewBridge will pay for your water, sewer, trash collection, recycling, snow removal, electricity, heat, basic

cable services and internet access. You are responsible for charges associated with the landline provided by NewBridge for local and long-distance telephone service. You agree not to use the utilities in a wasteful manner. If you are away from your Residence for longer than one (1) month and provide fourteen (14) days advance written notice, you will receive a utility credit to be applied to future charges. This amount will be based on savings for an occupied residence as compared with a vacant residence.

### **C. Furnishings**

In addition to the utilities specified above, your Residence will be furnished with basic window coverings and floor coverings. NewBridge will repaint the Residence as it deems necessary. You are at liberty to furnish your Residence with those items not provided by NewBridge pursuant to this Agreement and in accordance with the guidelines set forth in the Member Handbook. Other appliances, special equipment and built-ins are subject to the prior written approval of NewBridge, as set forth in this Agreement and in the Member Handbook. You agree, at NewBridge's request, to remove promptly any furnishings or appliances from your Residence that do not meet the safety standards of the Community.

### **D. Redecorating and Changes to Your Residence**

You may arrange to make physical changes to your Residence, in accordance with your tastes and preferences and in compliance with law, provided that you obtain the prior written approval of NewBridge for any architectural changes. An administrative fee may apply for prior review of any major modifications. You will be responsible for the cost of materials and labor. You or your estate will also be responsible for the cost of restoring the original decor when you Vacate (as defined herein) your Residence or cancel this Agreement under Sections X.A prior to occupancy, unless NewBridge specifically provides you an exemption in writing. The words "Vacate" or "Vacation" of your Residence when used in this Agreement mean that you have released your Residence and made it available to the Community by removing all your property and permitting it to be restored to its original decor and clean condition (excluding ordinary wear and tear) in accordance with Section X.F.

### **E. Maintenance and Repairs**

NewBridge will be responsible for maintaining and making all necessary repairs to your Residence and to the appliances supplied to you by the Community. However, you shall be responsible for reimbursing NewBridge for the cost of repairing any damage that you cause to NewBridge's property that is not the result of ordinary wear and tear. You shall report promptly any conditions that are in need of repair by NewBridge. NewBridge also may make alterations to the Residence to comply with law. You are responsible for purchasing any consumables for your Residence and appliances, such as light bulbs and refrigerator water filters.

## **III. COMMUNITY AREAS & AMENITIES**

The following common areas and amenities are available to Members: formal and casual dining venues, ice cream/coffee shop, convenience store, banking services, meeting rooms, lounge areas, salon and spa

services, library, synagogue and nondenominational worship space, garden areas, walking trails, auditorium/multipurpose room, a Health Services Center (outpatient clinic), indoor pool, fitness center, classrooms and art studio. These areas and amenities may be subject to change from time to time as the Community's needs and preferences may indicate.

#### **IV. SERVICES**

The following services will be available at the Community, and unless otherwise indicated, these services are included in your Monthly Fee.

##### **A. Meals**

**1. Dining Venues.** Breakfast, lunch and dinner are available in the Community's dining venue(s) seven (7) days a week in accordance with posted schedules. Your Monthly Fee includes a dining credit ("Credit"). You may use this Credit throughout the month in any dining venue and for guest dining. If your dining expenses exceed your Credit, your account will be charged for any overages. See the Member Handbook, Appendix A regarding charges for optional services and for additional services that may be required under special circumstances as outlined in this Agreement, which are not included in your Monthly Fee. Food and beverage purchases from the convenience store and food and beverage services from catering and special events also may be charged against your Credit. See the Member Handbook as well for details regarding the ability to access your Credit when you are absent from the Community.

**2. Meal Delivery.** NewBridge will deliver meals to your Residence for an additional charge. Take-out dining is also available.

**3. Guest Dining.** You are welcome to have your guests dine with you. Guest expenses may be charged against your Credit, may be paid by guests or may be billed to you as an additional charge.

##### **B. Laundry**

A washer and dryer is provided in your Residence. Valet laundry services are available for arrangement through the Concierge, at an additional charge.

##### **C. Housekeeping**

Once a week, NewBridge furnishes basic housekeeping services to the Residence at no additional charge. In addition, your Monthly Fee includes heavy cleaning of your Residence once each year. You are responsible for otherwise maintaining the Residence in a clean, sanitary, safe, and orderly condition and for providing for all usual light housekeeping tasks that may be required to keep the Residence clean. If you do not maintain the Residence in such a manner, after written notice to you, NewBridge will have the right to provide any and all necessary additional housekeeping services and you agree to pay all reasonable charges for such services.

## **D. Gardening and Maintenance**

NewBridge will perform gardening, maintenance and landscaping services for the campus with the exclusion of individual member gardens.

## **E. Storage Space**

In addition to the closet space contained within your Residence, if you live in an apartment or villa, you will have access to one assigned storage locker in the Community as part of your Monthly Fee. Fire officials and other governmental authorities may restrict what you store and the manner in which it is stored.

## **F. Social-Recreational Activities**

NewBridge has a program of activities, both within and away from the Community, designed to provide intellectual, cultural, social, physical, spiritual and recreational enrichment. Examples include: lecture series by renowned speakers in medicine, science and the arts; spiritual services and holiday celebrations; theatrical productions; book discussion groups; health education awareness programs; and classes and seminars on topics of interest. You are welcome to participate in these activities as you desire. Some events or classes may involve an additional charge.

## **G. Guests**

We know that your guests will enjoy visiting the campus and staying with you at NewBridge. Guests are encouraged to stay with you in your Residence in accordance with the Community's guest policy contained in the Member Handbook. Overnight guests are permitted if you are not present on campus only with prior written approval from NewBridge. In rare circumstances, NewBridge reserves the right to limit a guest visit if in the Executive Director's discretion such visit adversely affects the operation of the Community or the welfare or quality of life of other Members.

## **H. Pets**

NewBridge recognizes that pets are a meaningful part of many people's lives, and allows pets in all residences subject to the policies contained in the Member Handbook and the Pet Agreement attached hereto (see Appendices A and B). The Pet Agreement must be signed prior to the Commencement Date, and the Pet Fee (as defined in the Pet Agreement) must be paid together with the Entrance Fee. You are responsible for any damage or injury caused by any pets, and you shall hold NewBridge harmless from all loss or liability arising from such pets. All pets kept by you are subject to the continuing approval of NewBridge's Executive Director.

## **I. Smoking**

NewBridge is committed to health and wellness, and is a non-smoking environment throughout all Community and public spaces, office space, and throughout Assisted Living, Assisted Living Memory Support and the Health Care Center. Within individual residences, each Member may make his/her own

decisions about smoking and health, just as in any private home. However, Members must agree to abide by the Smoking Policy contained in the Member Handbook to ensure the overall air quality of NewBridge.

## **J. Musical Instruments**

Music and other entertainment enriches our lives and is an integral part of the Community. In order to add to everyone's enjoyment of the Community, a few simple policies regarding nighttime listening and positioning of instruments have been established in the Member Handbook.

## **K. Front Desk and Concierge; Mail; Business Services**

Our front desk and concierge are available to assist with incoming and outgoing packages, fax transmission and copying, program registration, ticket reservations, and other services as set forth in the Member Handbook, some at an additional charge. Central mail delivery and pick-up is provided by U.S. Postal Service. Please consult the Member Handbook for additional services that may be available by prior arrangement for an additional charge.

## **L. Transportation; Driving**

NewBridge provides a variety of transportation services, some of which may include a fee. For your convenience and subject to space limitations, NewBridge provides regularly scheduled transportation for local shopping trips and other excursions. In addition, transportation for individual members to local medical/dental appointments within a five mile radius may be available as described in Section V.C. Transportation may be provided for Community sponsored programs off-campus. A round trip campus shuttle service between the Cottages and the Shapiro Community Center also is provided. Transportation related fees are listed in Appendix A, the Member Handbook. NewBridge reserves the right to monitor and enforce limitations on Member driving on campus. Please consult the Member Handbook for details as to (i) signing up for scheduled transportation, as described above; (ii) pre-arranging individual transportation, subject to availability and additional charge; and (iii) the Hebrew SeniorLife CCRC Driving Policy (the "Driving Policy").

## **M. Fitness Program**

NewBridge provides scheduled health education and group fitness programs, including an initial free wellness consultation. You also have access to the Community's Fitness Center facilities during open hours, including a pool, spa, and exercise and nutrition classes. The exercise room is available to Members 24 hours a day upon approval by the Fitness Manager. Individually tailored and monitored fitness programs, wellness consultation services, and massage and spa services may be arranged at an additional charge.

## **N. Parking**

In order to store Member-owned vehicles on campus in garages, surface or underground parking lots, Members must register their vehicle by providing the Member's valid driver's license, vehicle registration and insurance. Registration and evidence of insurance is required upon occupancy, and thereafter, annually



and upon request. Members in an apartment or villa who own a vehicle will have one (1) designated underground or surface parking space assigned to them for their vehicle use only. A second designated space may be available from time to time for an additional charge. There are designated spaces in the parking garage for Cottage members visiting the Shapiro Community Center. Guests may park in designated visitor parking spaces. Cars are parked at the owner's risk and NewBridge is not responsible for any damage caused by others to cars parked on its property.

### **O. Security; Safety**

NewBridge maintains security personnel and electronic systems to monitor the Community's grounds 24 hours a day, including smoke detectors in all residences and common areas. Each residence has a locking device on each entry. You agree to keep your Residence locked and secure at all times and to not place any additional locking devices on entry doors.

### **P. Retail Services**

NewBridge may permit retailers or other vendors to be based in the Shapiro Community Center, such as a bank, a beauty salon/spa, or other service providers. You may engage those vendors for services at your own discretion; they are not agents of NewBridge.

### **Q. Other Services**

NewBridge may provide additional services requested by you. The nature and scope of such services and the charges for them may be adjusted from time to time, upon sixty (60) days' advance notice to you. A copy of the current schedule of Fees for Optional/Additional Services is incorporated in the Member Handbook attached as Appendix A hereto.

### **R. Interruption of Services**

Temporary interruption of services or failure to maintain basic services provided for in this Agreement shall not constitute a breach of this Agreement if it results from causes beyond the reasonable control of NewBridge, such as by act of God (e.g. fire or extreme weather), act of military authority or public enemy (war, terrorism), accident, explosion, failure of transportation, machinery or supplies, power failure, vandalism, strike or other work interruptions, or change in law. In such circumstances, NewBridge will use its best efforts to sustain or restore service or provide substitute or comparable service.

## **V. WELLNESS SERVICES**

### **A. Health Care Resources in Residential Living**

While you reside at the Community, the following resources will be made available to you to assist in meeting your health care needs, as part of your Monthly Fee:

1. Initial wellness assessment by our fitness director, as well as general wellness education and programming.
2. Care coordination by NewBridge staff, or by the Community's Health Services Center operated by Hebrew Rehabilitation Center if you select one of our primary care physicians.
3. Primary care and specialist physician services are available on campus. You are responsible for engaging the services of a physician of your choice, at your own expense, for consultation and treatment as needed.
4. Limited drop-in health services at the Health Services Center, including minor first aid, blood pressure, temperature and pulse checks.
5. Other services at the Health Services Center, including rehabilitation therapy services, are available for an additional charge (See the Member Handbook, Appendix A).
6. Home health agency services are available through a Hebrew SeniorLife affiliate. See Section VI.I.

#### **B. Emergency Response System**

Your Residence is equipped with a 24-hour electronic rapid response network for fire, medical and other emergencies. When the system is activated, staff will respond 24 hours a day. For additional protection outside of your Residence while on campus, mobile personal emergency response devices are available for an additional charge. The Member Handbook contains instructions in the case of a medical emergency.

#### **C. Transportation to Appointments**

Upon availability, transportation to local medical/dental appointments within a five (5) mile radius of the campus will be provided at no charge during scheduled times. Transportation for appointments outside of the Community's scheduled transportation times and/or area are subject to an additional charge in accordance with the Member Handbook (Appendix A).

### **VI. HEALTH AND SUPPORTIVE SERVICES**

If you desire assistance with such daily activities as bathing, grooming, dressing or walking, and/or with memory support or skilled nursing services, or if the Supportive Services Team determines that you need any of the aforementioned services, the following accommodations (not included in the Monthly Fee) described below are available. In addition, all Members will receive assistance in gaining access to the services or facilities of any Hebrew SeniorLife affiliate for which they are eligible, with priority access to the extent that is available.

## **A. Assisted Living**

You will receive priority access to Assisted Living over those who do not reside at the Community. You will sign the Assisted Living Residency & Care Agreement and will be charged the then-applicable monthly or other rate for assisted living services. In the unlikely event space is not available, in the interim you may contract directly with a licensed home health care agency or private duty personnel in accordance with Section VI.I to provide your care if you are able to remain in your Residence.

## **B. Assisted Living Memory Support**

You will receive priority access to Assisted Living Memory Support over those who do not reside at the Community. You will sign the Assisted Living Residency & Care Agreement and will be charged the then-applicable monthly or other rate for assisted living memory support services. In the unlikely event that space is not available, See Section VI.A regarding accessing alternative care on campus.

## **C. Health Care Center**

You will receive priority access, to the extent that is available, to the Health Care Center over those who do not reside at the Community. The Health Care Center contains two affiliated facilities: A long term care (LTC) facility satellite branch of Hebrew Rehabilitation Center in Roslindale, and a recuperative services unit (skilled nursing facility) owned by NewBridge and operated by Hebrew Rehabilitation Center. Residents of the recuperative services unit will sign an admission agreement. At both Health Care Center facilities, you will be charged the then-applicable rate. In the unlikely event space is not available, see Section VI.A regarding accessing alternative care on campus. If you require intensive long-term acute hospital care, such care is available at the Roslindale campus.

## **D. NewBridge Supportive Services Team**

The Supportive Services Team, led by the Executive Director, and in consultation with you, your family representative, if any, or your physician and other health care professionals as the team deems appropriate, makes determinations about the following: (i) what level of care is most appropriate; (ii) whether such care will be provided in your Residence, the Assisted Living community, the Assisted Living Memory Support community, the Health Care Center or away from the Community; (iii) whether any relocation for such care is temporary or permanent, and (iv) whether a Member's driving ability is of sufficient concern to warrant evaluation, counseling, modification, or rescission of driving privileges on the campus in conjunction with the Driving Policy. Please consult the Member Handbook for a description of the Supportive Services Team.

## **E. Release of Residence; Fees**

Upon your permanent move to Assisted Living, Assisted Living Memory Support or the Health Care Center as described above, you agree to Vacate your Residence within thirty (30) days. If your move to one of the above is temporary, or, if you are a couple and only one of you is permanently moved, you agree to continue to pay the full single occupancy Monthly Fee for your Residence (plus any additional charges for non-

covered services and items), plus the applicable daily or monthly charges for Assisted Living, Assisted Living Memory Support or the Health Care Center.

## **F. Excluded and Non-Covered Services**

Except as set forth in Appendix C with respect to the Modified Life Care Option, NewBridge is not responsible for the cost of any assisted living, assisted living memory support or health care services that you may require. NewBridge is not responsible for the cost of any other medical, surgical, or hospital services, or for care provided by your personal physicians, home health agency or private duty personnel.

## **G. Health Insurance Coverage**

As a condition of this Agreement, you agree to enroll or maintain your enrollment, at your own expense, in Medicare (Parts A and B and Medicare supplemental or gap coverage, and including Medicare Part D, if appropriate) or a substitute policy that is acceptable to NewBridge. You must notify NewBridge if you have or obtain private long-term care insurance and provide a copy of the policy. In addition, if you are able to qualify for Medicaid, you agree to apply for such coverage.

## **H. Care Away from the Community**

In the unlikely event that space is unavailable in Assisted Living, Assisted Living Memory Support or the Health Care Center, NewBridge may temporarily refer you to a comparable outside health care setting and will coordinate your return to the Community as soon as an appropriate space becomes available. NewBridge also has the right to refer you from the Community for hospitalization or other health-related services without your consent if the Supportive Services Team determines that any of the conditions described in Section IX.H exist. You shall be responsible to pay all charges at the other health care setting, except as set forth in Appendix C with respect to the Modified Life Care Option.

## **I. Home Health & Private Care Providers**

1. Hebrew SeniorLife affiliate operates a licensed home health agency that is available to provide care within your Residence. You may choose to engage the services of another licensed home health agency, or of private care personnel, provided that (1) the home health agency and/or private care personnel satisfy the applicable provisions of NewBridge's care provider policy contained in the Member Handbook; (2) in the case of private care providers, they agree in writing to adhere to and actually do adhere to NewBridge's care provider policy; and (3) they comply with all applicable laws.

2. Hebrew SeniorLife expends significant resources on the hiring, training and development of its employees. Recognizing this commitment, during the Term of this Agreement, you agree not to employ any person currently employed by a Hebrew SeniorLife affiliate, either directly or indirectly by hiring the services of any such person through a third party. You also agree not to employ any person formerly employed by a Hebrew SeniorLife affiliate, either directly or indirectly by hiring the services of any such person through a third party, until one (1) year has lapsed from the employee's last date of employment with a Hebrew SeniorLife affiliate. You further agree not to solicit any person employed by a Hebrew SeniorLife

affiliate to terminate his or her employment in order to work for you directly or indirectly through a third party.

### **J. Modified Life Care Option**

Appendix C attached hereto and incorporated by reference herein describes the Modified Life Care Option. If you have elected and qualified for such option, it will be indicated on the inside front cover of this Agreement and the provisions of such Appendix apply to your residency.

### **K. Confidentiality of Care Coordination**

As a Member of the Community, the confidentiality of the coordination of your care and privacy of your health information are important to us. In that vein, all discussions amongst members of the Supportive Services Team will be handled with this in mind, and communication of such information to appropriate individuals will be limited to the minimum necessary to accomplish the intended purpose. Please refer to the Community's Notice of Privacy Practices.

## **VII. FEES**

### **A. Advance Payment & Entrance Fee**

1. Your Entrance Fee, as stated on the inside front cover of this Agreement, includes the Modified Life Care Option payment, if applicable. Ten percent (10%) of the Entrance Fee is paid as an advance payment, also stated on the inside front cover of this Agreement (the "Advance Payment") upon execution of this Agreement. The receipt of the Advance Payment is hereby acknowledged by the Community. The Advance Payment shall be deposited by the Community in an account in the name of NewBridge on the Charles, Inc. The Pet Fee, if applicable as indicated on the inside front cover of this Agreement, is not considered to be part of the Entrance Fee or related Advance Payment.

2. Article X governs the possible payment of (a) an Advance Payment Refund upon cancellation of this Agreement, or (b) an Entrance Fee Refund upon termination of this Agreement and reoccupancy of your Residence by a new Member. If two of you signed this Agreement, any Entrance Fee Refund shall be allocated as described in Section X.E. NewBridge has full right to utilize the Entrance Fee as it deems appropriate in operating the Community, subject to the refund provisions contained in this Agreement.

### **B. Monthly Fee**

1. Amount and Payment Procedure. The Monthly Fee for your Residence at the time of initial occupancy is stated on the inside front cover of this Agreement. If your Residence is jointly occupied, the Additional Person Monthly Fee is also stated on the inside front cover of this Agreement. The Monthly Fee shall be payable on or in advance of the first (1st) day of each month.

**2. Late Payment Charge and Interest.** NewBridge reserves the right to impose a late payment charge and interest at the maximum legal rate if you do not pay your Monthly Fee by the due date. Charges and interest will be assessed after thirty (30) days.

### **C. Fees for Optional / Additional Services & Items**

You will be billed for optional services and additional charges and items that are not covered by the Monthly Fee ("Optional/Additional Services"), either at the time they are rendered or with your next Monthly Fee. The current fees for such services are listed in Appendix A, the Member Handbook. The payment procedures for Optional / Additional Services, including late fees and interest, shall be the same as for your Monthly Fee. The right to request optional services, however, may be restricted if you are in default of payment of the Monthly Fee and/or other charges.

### **D. Adjustments to Fees**

NewBridge endeavors to set the Monthly Fee and the Fees for Optional/Additional Services (collectively, "Fees") at the lowest possible amount consistent with operating on a sound financial basis. These Fees may be adjusted from time to time to permit the Community to maintain its financial obligations and its high quality of service. NewBridge will review the Fees periodically to ensure its ongoing ability to meet the financial needs of operating the Community. Adjustments to Fees shall be based upon NewBridge's projected costs, which will include all actual and anticipated costs of operating the Community, including, but not limited to debt service, reserves, capital items, property taxes and such other items as determined by NewBridge in its sole discretion. NewBridge may increase or decrease Fees or the scope or frequency of services upon sixty (60) days' advance notice to you. You agree to pay the adjusted Fees, as applicable.

### **E. Joint Liability for Fees**

If you share your Residence with another Member, you and the other Member each shall be liable for all Fees due under this Agreement, including late payment charges and interest.

## **VIII. PAYMENT DEFAULT**

**A.** You agree to make all payments due to NewBridge in a timely manner and otherwise satisfy your personal financial obligations. If you fail to pay your Monthly Fee or other charges in a timely fashion, NewBridge may, in its discretion, terminate this Agreement under Section X.C upon thirty (30) days' advance written notice to you. In the event of such termination, all unpaid Fees and charges (including any late payment charges and interest) will be deducted from any refund that is due to you under this Agreement.

**B.** Without in any way limiting NewBridge's right to terminate this Agreement, if the sole reason for a failure to pay the Monthly Fee or other amounts due is insufficient funds due to circumstances beyond your control, the matter will be reviewed with you by the Executive Director. If you present facts which, in the Executive Director's opinion, justify special financial consideration, NewBridge may partly or wholly subsidize your Monthly Fee generally in the form of a loan against the refundable portion of your Entrance

Fee. See also Section IX.J with respect to subsidizing the cost of care in Assisted Living, Assisted Living Memory Support and the Health Care Center.

1. Any subsidy will be subject to the following: (i) it shall be in such amount as the Executive Director in his/her sole discretion determines, (ii) it shall be authorized and continued only on the condition that, in the Executive Director's opinion, such subsidy will not impair the ability of NewBridge to attain its objectives while operating on a sound financial basis; (iii) all determinations made by the Executive Director to grant, continue or deny special financial consideration shall be final and binding; (iv) any such determination shall be treated as a confidential matter by you and by NewBridge and shall not be disclosed except as required by financial institutions lending monies to NewBridge, by regulatory or other governmental bodies or otherwise by law; and (v) it shall be subject to execution of certain agreements and related disclosures as may be reasonably required by NewBridge.

2. NewBridge shall not consider giving any financial assistance if you have impaired your financial eligibility, as such eligibility was determined prior to the Occupancy Date, to meet your financial obligations by transferring your assets for less than their fair market value (e.g., by making gifts, bargain sales, bequests, or other similar transfers) or by otherwise making wasteful or imprudent expenditures or investments which NewBridge determines, in its sole discretion, jeopardize your ability to pay for all your expenses for the foreseeable future, including all Fees due under this Agreement.

3. If you receive financial assistance from NewBridge and NewBridge has not been reimbursed for such assistance, the following provisions will apply: If you are injured as a result of the act or omission of a third party, NewBridge shall have a lien against any recovery you may obtain from any third party compensating you for injuries sustained by you. You or your legal representative shall have the duty to pursue diligently any such claim for compensation due to you from a third party for injuries or other damages, and you or your legal representative will cooperate with NewBridge in collecting such compensation and reimbursing NewBridge for any financial assistance, as appropriate. Without limitation, you shall provide your legal representative with written notice of the lien and provide NewBridge with a copy of such notice, and you also authorize NewBridge to communicate directly with your legal representative concerning the lien. If notwithstanding the foregoing funds are distributed without payment to NewBridge of the amount subject to the lien, the lien shall be enforceable by NewBridge against property held by you or your heirs or assigns.

## **IX. RELOCATIONS FROM RESIDENCE**

### **A. Substitution of Residence by NewBridge**

NewBridge reserves the right to substitute your Residence with another comparable residence if it is necessary to do so to meet any requirement of law or the lawful order or direction of the Fire Marshal or other authorized public official.

## **B. Voluntary Relocation of Single Member or of Joint Members**

If you wish, you (or if there are more than one of you, each of you) may move to another residence at the Community, subject to availability. You shall be responsible for all moving costs and for Vacating your original Residence in the manner required by this Agreement. You shall sign an amendment to this Agreement that identifies your new Residence, states that one or each of you have elected to live in a different Residence, and identifies the Entrance Fee and Monthly Fee for your new Residence. If the then current Entrance Fee for your new Residence is greater than the Entrance Fee you paid for your original Residence, you will pay as an additional amount the difference between the two Entrance Fees. If the then current Entrance Fee for your new Residence is less than the Entrance Fee you paid for your original Residence, the refundable amount (as described in Article X, based on the contract type (e.g. 90%) and including without limitation Section X.D and X.F) of the difference in the Entrance Fees will be applied to your future monthly charges or returned to you, as you prefer. Entrance Fee Refunds will be paid within thirty (30) days after amendment of this Agreement, provided that a new Member has signed a Residency Agreement and paid the applicable Entrance Fee. In any event, such refund shall be paid no later than one (1) year after amendment of the Agreement and Vacation of your Residence. When this Agreement terminates under Article X, any Entrance Fee Refund amount shall be based on the Entrance Fee paid for the new Residence under this Agreement, as amended.

## **C. Joint Occupancy by Members from Different Residences**

If you and another Member, residing in two separate Residences, decide to marry or live together, you may release either of your Residences and live in the other Residence, or you may release each of your Residences and move into a new Residence, subject to availability. You shall be responsible for all moving costs and for Vacating your original Residence in the manner required by this Agreement. You and your joint occupant may receive an Entrance Fee Refund for your original Residence, subject to the conditions and restrictions described in Sections IX.B and Article X. Entrance Fee Refunds will be paid within thirty (30) days after amendment of this Agreement, provided that a new Member has signed a Residency Agreement and paid the applicable Entrance Fee. In any event, such refund shall be paid no later than one (1) year after amendment of the Agreement and Vacation of your Residence. When you move into your new Residence, you and your joint occupant shall pay the then current Entrance Fee for the new Residence. You and your joint occupant shall pay the Monthly Fee for two-person occupancy of your new Residence. In addition, each of you shall sign an amendment to this Agreement that identifies your new Residence, states that one or each of you have elected to live in a different Residence, and identifies the Entrance Fee and Monthly Fee for your new Residence. When this Agreement terminates under Article X, any Entrance Fee Refund amount shall be based on the Entrance Fee paid for the new Residence under this Agreement, as amended.

## **D. Joint Occupancy by Member and Non-Member**

If you wish to marry someone or live in your Residence with someone who is not yet a Member of the Community, the non-Member must follow the standard application procedures for admission to the Community. The Member shall be 62 years of age or older and the non-Member shall be 55 years of age or older. If the application is approved, an Additional Person Monthly Fee shall be charged. Each of you shall



sign an amendment to this Agreement that identifies the Monthly Fee for your Residence and the terms under which NewBridge shall pay any Entrance Fee Refund to you and/or the new Member. If the non-Member's application is rejected, (s)he shall be considered a guest subject to the Community's rules regarding guests as described in the Member Handbook.

#### **E. Dissolution, Divorce or Separation of Members**

If you jointly occupy your Residence, and you divorce, separate, or otherwise wish to live separately while at the Community, either of you shall be entitled to relocation from your Residence to a different Residence, subject to availability. The transferring Member shall then pay the Entrance Fee and Monthly Fee for single occupancy of his or her new Residence. If each of you relocate to two separate Residences, you will each be entitled to a credit of one-half of the original Entrance Fee to be applied to the current Entrance Fee of each new Residence, unless otherwise provided in a written agreement signed by each of you and provided to NewBridge. If either of you wishes to terminate your Agreement, Section X.E shall apply.

#### **F. Temporary Relocation for Health Reasons**

If you need temporary care outside of your Residence (whether in Assisted Living, Assisted Living Memory Support or the Health Care Center, or in another health care setting), you may retain your Residence during your absence for up to six (6) months or as specifically agreed with the NewBridge Executive Director. In that case, you agree to pay (i) your regular Monthly Fee (with the exception of the Additional Person Monthly Fee, and with any adjustment under Section II.B if applicable) (plus any additional charges for non-covered services and items); and (ii) the charges at Assisted Living, Assisted Living Memory Support or the Health Care Center, as applicable. The Supportive Services Team shall determine whether your relocation is temporary or permanent, in accordance with Section VI.D.

#### **G. Permanent Relocation for Health Reasons**

**1. Joint Occupancy.** If you occupy your Residence jointly with another person and one of you needs permanent care outside of your Residence (whether in Assisted Living, Assisted Living Memory Support or the Health Care Center, or in another health care setting), the other person may continue to occupy your Residence. In that case, the remaining Member shall pay the regular single person occupancy Monthly Fee (plus any additional charges for non-covered services or items) and the relocated person shall be responsible for the applicable charges for the other care setting. If each of you need permanent care outside of your Residence, you each must Vacate your Residence within thirty (30) days of the date that the Supportive Services Team determines that the relocation is permanent. When you each Vacate your Residence and move to another NewBridge care setting, you will no longer be required to pay the Monthly Fee; instead, you will pay NewBridge the charges for Assisted Living, Assisted Living Memory Support, or the Health Care Center, as applicable. If you each do not Vacate your Residence within thirty (30) days of your permanent relocation, you shall continue to pay the single occupancy Monthly Fee (plus any additional charges for non-covered services and items), and the charges for Assisted Living, Assisted Living Memory Support or the Health Care Center for each of you until the Residence is Vacated by you or your property is removed by NewBridge. You also shall pay NewBridge's costs of cleaning and restoring the Residence in accordance with Section X.F.

**2. Single Occupancy.** If you occupy your Residence by yourself and you need permanent care outside of your Residence (whether in Assisted Living, Assisted Living Memory Support or the Health Care Center, or in another health care setting), you must Vacate your Residence within thirty (30) days of the date that the Supportive Services Team determines that your relocation is permanent. When you Vacate your Residence and move to another NewBridge care setting, you will no longer be required to pay the Monthly Fee; instead, you will pay NewBridge the charges for Assisted Living, Memory Support or the Health Care Center, as applicable. If you do not Vacate your Residence within thirty (30) days of your permanent relocation, you shall continue to pay the Monthly Fee (plus any additional charges for non-covered services and items) and the charges for care in Assisted Living, Assisted Living Memory Support or the Health Care Center, until the Residence is Vacated by you or your property is removed by NewBridge. You also shall pay NewBridge's costs of cleaning and restoring the Residence in accordance with Section X.F.

**3. Disposition of any Entrance Fee Refund Amount.** If you (or if there are joint occupants, each of you) permanently relocate from your Residence away from the Community, this Agreement will terminate and you may be entitled to receive an Entrance Fee Refund in accordance with Section X.D. If you permanently relocate from your Residence to Assisted Living, Assisted Living Memory Support or the Health Care Center, you will not receive any refund until this Agreement is terminated pursuant to Section X.B or X.C.

#### **H. Involuntary Relocation**

You may be required to relocate to Assisted Living, Assisted Living Memory Support or the Health Care Center, or to another health care setting, as appropriate, if in the opinion of the Supportive Services Team led by the Executive Director, or at the request of a regulatory official, any of the following circumstances exists:

1. Your condition or needs require that you relocate to assisted living, skilled nursing or another health care setting for more appropriate care, or to protect your own health or the health of another person;
2. Your behavior or physical or mental condition endangers or is detrimental to your life, health, safety or well-being or that of another person, or causes an unreasonable and ongoing disturbance at the Community;
3. You require care that cannot lawfully be provided in your Residence or care that NewBridge is unable to or does not routinely provide in your Residence; or
4. Your relocation to a hospital or other health care setting is appropriate, and the Community does not have such health care support available.

Upon such relocation, the provisions contained in Section IX.F or Section IX.G shall apply, depending upon whether the relocation is permanent or temporary.

## **I. Recovery**

If, after your permanent relocation from and Vacation of your Residence, your health improves so that you are able to return to a residence in the Community, and this Agreement is still in effect (for example, because you are still residing on campus, or you were off-campus but were waiting for a placement on campus), NewBridge will provide you with the next available Residence that is comparable to the Residence you originally occupied. You agree to pay the then current Monthly Fee for the Residence to which you relocate.

## **J. Deferral of Fees; Deduction From Entrance Fee Refund**

If you (or if there are joint occupants, either or each of you) relocate to Assisted Living, Assisted Living Memory Support or the Health Care Center and have insufficient funds currently available to pay for your care, you may apply to NewBridge for deferral of your Assisted Living, Assisted Living Memory Support or Health Care Center charges. NewBridge, in its discretion, may defer such charges and deduct such amount from the Entrance Fee Refund under Section X.D. See also Section VIII.B regarding financial assistance generally.

## **X. TERMINATION**

### **A. Cancellation Prior to Occupancy-Advance Payment Refunds**

There will be a cancellation period commencing on the Effective Date up until the Commencement Date, during which time either NewBridge or you may cancel this Agreement as set forth below, upon thirty (30) days written notice:

**1.** In the event you are no longer eligible to reside at NewBridge during the cancellation period due to either (i) a change in your physical/mental status, including death, or (ii) a change in your financial eligibility determined by NewBridge as beyond your control, this Agreement shall terminate and NewBridge will pay a refund to you (or your estate) of the Advance Payment ("Advance Payment Refund"), without deduction of an Administrative Fee (hereinafter defined). The Advance Payment Refund shall be made within thirty (30) days. You will be entitled receive the Advance Payment Refund less an administrative fee of 1% of the Entrance Fee ( the "Administrative Fee") in the event Newbridge determines the change in your financial eligibility to be within your control.

In the event one of you dies or is no longer eligible to be a Member and the other is eligible and wishes to assume individual membership at NewBridge (in the same Residence or in an alternative, available residence that you select), a refund of any difference in the applicable Advance Payments will be made to you or applied to your new Entrance Fee payment, as you prefer.

**2.** In the event of a cancellation during the cancellation period by you for any reason other than as set forth under Section X.A(1), you shall be entitled to receive the Advance Payment Refund less the Administrative Fee, within thirty (30) days.

**3.** In the event your Residence is not ready for occupancy on the date agreed upon, this Agreement shall be automatically cancelled unless you agree with NewBridge to extend the Occupancy Date. If this Agreement is cancelled, the Advance Payment Refund shall be made in accordance with Section X.A(1), without deduction of the Administrative Fee.

**4.** In the event you fail to pay your Entrance Fee and Monthly Fee for the Residence prior to the Occupancy Date, this Agreement shall be automatically cancelled, unless NewBridge agrees in writing with you to extend the Occupancy Date. If this Agreement is cancelled, the Advance Payment Refund shall be made in accordance with Section X.A(2).

In the case of an Advance Payment Refund under Section X.A, costs specifically incurred by the Community at your request (e.g. customization, redecoration), plus the costs associated with restoring the Residence to its original decor, as described under Section X.F, also will be deducted from the refund.

### **B. Termination by Member After Occupancy**

You may terminate this Agreement if you wish to leave the campus at any time on or after the Commencement Date by giving NewBridge sixty (60) days' advance written notice, unless a shorter notice period is mutually agreed to in writing. This Agreement also will terminate upon the death of the remaining Member of the Residence. Until the effective termination date and the date you Vacate your Residence, whichever is later, you will pay the established Monthly Fee (plus any additional charges for non-covered services and items), and the cost of restoring the Residence in accordance with Section X.F.

### **C. Termination by NewBridge After Occupancy**

NewBridge may terminate this Agreement at any time after the Commencement Date for good cause, upon sixty (60) days' advance written notice. Good cause shall include, but not be limited to, the following:

- 1.** Your failure to perform any of your obligations under this Agreement, including your obligation to pay your Monthly Fee and other charges, as set forth under Article VII;
  - 2.** Any material omission or misstatement in your Member Application and the Member qualification-related documents included in Appendix B, or any other documents filed with NewBridge by you or on your behalf;
  - 3.** Your failure to abide by the policies of NewBridge, described in the Member Handbook (Appendix A), as they now exist or as they may later be amended by NewBridge in its sole discretion;
  - 4.** Your material transfer or waste of your assets;
  - 5.** Your behavior or physical or mental condition endangers or is detrimental to your life, health, safety or well-being or that of another person, or causes an unreasonable and ongoing disturbance at the Community;
- or

**6.** Your permanent relocation (or the permanent relocation of each of you, if you are joint occupants) from the Residence off-campus.

In the event of a notice of termination under Sections X.C(1)-(4) above, you will have a period of thirty (30) days thereafter within which to correct such circumstance. If the correction is completed within the notice period, this Agreement will not be terminated. Otherwise, this Agreement shall terminate, and an Entrance Fee Refund, if any, will be made in accordance with Section X.D. NewBridge shall have the right to receive reimbursement for expenses incurred due to your default and to pursue any legal remedies that may be appropriate. In the event of a termination under Sections X.C(5)-(6) above, there is no correction period, and an Entrance Fee Refund, if any, will be made in accordance with Section X.D. You have the right to dispute NewBridge's decision to terminate this Agreement in accordance with Section XI.C.

#### **D. Entrance Fee Refunds**

You may be entitled to a refund of a portion of your Entrance Fee upon termination of this Agreement under Section X.B or Section X.C, in accordance with the following provisions (an "Entrance Fee Refund"): You may inform NewBridge in writing before this Agreement is terminated that your Entrance Fee Refund should be paid to another individual or entity such as a trust. Up until your ninth (9th) month of residency, NewBridge will refund to you or your estate the amount paid by you as an Entrance Fee less one percent (1%) for each month that has elapsed from the Commencement Date. After such time, you are eligible to receive a refund of ninety percent (90%) of your Entrance Fee (unless another contract type applies). Entrance Fee Refunds will be paid within thirty (30) days after termination of this Agreement, provided that a new Member has signed a Residency Agreement and paid the applicable Entrance Fee. In any event, such refund shall be paid no later than one (1) year after termination of the Agreement and Vacation of your Residence. Your Entrance Fee Refund is subject to the terms set forth in Sections VIII.B and IX.J, above and Sections X.E and X.F, below.

#### **E. Effect of Joint Occupancy on Payment of Entrance Fee Refunds**

If you jointly occupy your Residence, no Entrance Fee Refund shall be paid in accordance with this Agreement until the termination of this Agreement with respect to the last remaining Member.

#### **F. Deduction From Entrance Fee Refund for Unpaid Charges**

NewBridge shall withhold from any Entrance Fee Refund due to you under this Agreement all unpaid Monthly Fees and other charges, including expenses under Section XI.I(2), plus any applicable late charges and interest, plus any costs specifically incurred by the Community at your request (e.g. customization, redecoration), plus the costs associated with Vacating the Residence and restoring it to its original decor (in accordance with Section II.D), and clean condition (excluding ordinary wear and tear), including: (i) replacing or repairing damaged appliances, fixture, walls, ceilings, floor covering, cabinets, countertops, windows, window coverings, doors, lights and locks; (ii) removing wall coverings and non-standard flooring installed by you; (iii) repainting rooms painted by you with non-standard paint; and (iv) repairing damage caused by pets or smoking as described in such Community policies. The cost of refurbishment does not include the cost of shampooing standard carpet or regular cleaning.

## **XI. MISCELLANEOUS**

### **A. Community Policies**

You agree to be bound by the Community policies contained within its Member Handbook, as they now exist or as they may later be amended by NewBridge in its sole discretion. A current copy of the Member Handbook is attached as Appendix A. You acknowledge that you have received a copy of the current Member Handbook from NewBridge, and that you have read and understand it.

### **B. NewBridge Independent Living Members Association**

You are encouraged to participate in the NewBridge Independent Living Members Association (NILMA) to discuss and make suggestions regarding any program at the Community. You understand and agree that NILMA is advisory only and that neither it nor you shall have any right to manage or dictate policy at the Community.

### **C. Grievance Procedures**

The Community's Grievance Procedures are described in the Member Handbook. Generally, if you have a grievance or dispute having general application to other Members of NewBridge, you will have the right to present same to the NewBridge Independent Living Members Association (NILMA). NILMA will determine if the matter should be discussed with NewBridge management. If you have a grievance or a dispute which is personal and does not have general application to other Members of NewBridge, including with respect to your relocation to Assisted Living, Assisted Living Memory Support or the Health Care Center, or off-campus, or if you are dissatisfied with a resolution of NILMA of a concern of general applicability, you may present directly to NewBridge management (the Executive Director). If the grievance or dispute is not resolved to the satisfaction of NILMA or to your satisfaction, as applicable, the matter may be appealed to the Hebrew SeniorLife CCRC Committee.

### **D. Members' Personal Obligations**

Except as set forth in Appendix C with respect to the Modified Life Care Option, NewBridge shall not be liable or responsible for any expense incurred, or debt or obligations of any nature or kind contracted by you on your own account, and is not obligated to furnish, supply or give to you any support, maintenance, board or lodging when you are absent from the Community's premises or any credit for absence from meals or your Residence, except as specifically provided in this Agreement.

### **E. Personal Planning**

You agree to designate an attending physician and to keep NewBridge informed of any change in such physician. You agree to prepare and execute a Massachusetts Health Care Proxy to make health care decisions in the event that you are unable to do so. You agree to notify NewBridge promptly of any changes to such document and ensure that NewBridge has a current contact information list of family members and

other persons whom you wish to be notified in the event of a serious health problem or the need for assistance.

## **F. Financial Planning**

You agree to provide notice to NewBridge of any material changes in financial status. You agree to prepare and execute a Durable Power of Attorney appointing an attorney-in-fact to handle your financial affairs as well as an alternate contact person to act as your representative in connection with this Agreement. You agree to be fully responsible for all costs associated with these proceedings. You will make provision by will or otherwise for the prompt disposition, upon termination of this Agreement, of all your furniture, possessions and property located on campus. You are also requested to make funeral arrangements including provisions for burial expenses, and to share these arrangements with NewBridge.

## **G. Other Members**

NewBridge may enter into agreements with other Members or non-Members that may contain terms different from those contained in this Agreement. Despite such differences, this Agreement alone sets forth your rights and obligations with respect to your accommodations and services at the Community.

## **H. No Assignment**

Your rights and privileges to use and enjoy the living accommodations, facilities and services of the Community are personal, and may not be assigned by you, by any proceeding at law or otherwise. This Agreement is assignable by NewBridge with notice to Members.

## **I. Personal Property**

**1. Liability.** NewBridge provides a security program at the Community. NewBridge is not responsible for the loss of any property belonging to you due to theft, fire, water damage, or any cause beyond the control of NewBridge, including property placed in your storage on NewBridge's property. You agree to obtain general liability insurance including insurance protection to cover the full replacement value of all your personal property at the Community, including appropriate automobile coverage if you own a car, and to provide proof of all such insurance upon occupancy and annually thereafter upon request. You are responsible for any loss or damage that you or your guests or invitees cause to NewBridge's property at the Community, excluding ordinary wear and tear. You hereby agree to indemnify and reimburse NewBridge for any loss or damage suffered by NewBridge as a result of your or your guests' or invitees' negligence.

**2. Removal and Storage.** NewBridge is not responsible for and will not assume custody of any of your property. NewBridge shall have the right to remove promptly and store and/or dispose of all property from your Residence, at your expense or at the expense of your estate, after this Agreement is terminated.

## **J. Right of Entry**

NewBridge will attempt to contact you before entering your Residence. You agree that NewBridge and its employees and agents have the right to enter your Residence at all reasonable times for management, housekeeping, or any other reasonable purpose, and at any time for enforcement of applicable laws or for emergency purposes.

## **K. Waiver**

The failure of NewBridge in any instance or instances to insist upon your strict performance or observation of, or compliance with, any of the terms or provisions of this Agreement, shall not be construed to be a waiver or relinquishment of its right to insist upon your strict compliance with all of the terms and provisions of this Agreement. In addition, acceptance by NewBridge of any payment from you after your breach of any term of this Agreement or after providing you with a notice of termination shall not constitute a waiver of the right of NewBridge to insist upon full performance of all terms of this Agreement, nor shall it waive NewBridge's right to terminate this Agreement for any cause, including any breach previously committed.

## **L. Notices**

All notices given under this Agreement shall be in writing and shall be addressed to the Community's Executive Director at 5000 Great Meadow Road, Dedham, Massachusetts 02026 and to you at your Residence. Such notices shall be delivered by hand, by certified mail or by nationally recognized commercial carrier, postpaid and return receipt requested (if by mail), or with all freight charges prepaid (if by commercial carrier). Notice shall be deemed to have been given upon the date of delivery or within three (3) business days of mailing, as applicable.

## **M. Application Materials; Eligibility**

To be accepted for membership in the Community, you have submitted the following documents: an Application for Residency; a Confidential Financial Statement and supporting documentation to confirm your financial ability to maintain residency at NewBridge under the terms and conditions of this Agreement; a Confidential Health Screening Questionnaire so that NewBridge may determine that the Community's living arrangements are suitable given your current physical and mental health and its impact on your ability to live independently; a Pet Agreement (if applicable); a Photo Authorization and such other documentation which are included as Appendix B hereto and incorporated by reference herein. See also Appendix C regarding eligibility for the Modified Life Care Option. You warrant that all information contained in these documents is true and correct, and you understand that NewBridge has relied on this information for accepting you for membership in the Community. NewBridge is not liable for, nor bound in any manner by, any statement, representation or promise made by any person representing or purporting to represent NewBridge unless set forth in writing in this Agreement.



**N. Entire Agreement**

This Agreement, including the appendices and other attachments thereto, constitutes the entire agreement between you and NewBridge, and may be amended only by a written instrument signed by you or your legal representative and by an authorized representative of NewBridge.

**O. Severability**

If any provision of this Agreement or the application of such provision to any person or circumstance will be invalid or unenforceable to any extent, the remainder of this Agreement or the application of such provision to persons or circumstances other than to those as to which it is held invalid or unenforceable will not be affected thereby and each other provision will be valid and be enforced to the fullest extent permitted by law.

**P. Captions**

The section headings are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

**Q. Governing Law**

This Agreement and any disputes hereunder shall be governed by the laws of the Commonwealth of Massachusetts.

**R. Duplicate Copies**

You agree to execute at least two (2) identical copies of this Agreement, one to be retained by you and one to be kept in the Community's Administrative Office.

**S. Survival**

Termination of this Agreement for any reason will not release either party from any liabilities or obligation set forth in this Agreement which by their nature would be intended to be applicable following any such termination.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE**

I have read and understand these documents and have had an opportunity to review them with an advisor or representative(s) of my choice.

I (we) hereby certify that I (we) am (are) capable of living independently at the present time.

SIGNED under SEAL as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

MEMBER(S)

_____	_____
Date	Member

_____	_____
Date	Member

NEWBRIDGE ON THE CHARLES, INC.

_____	By: _____
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Date

Title: \_\_\_\_\_

## NEWBRIDGE ON THE CHARLES

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### Schedules & Appendices

Schedule 1: Unit Designation

Appendices:

A. Member Handbook

B. Membership Qualification & Other Required Admission Documents

1. Application for Residency
2. Residence Preference Request
3. Confidential Financial Statement and evidence of assets, liabilities, net worth and income
4. Long-term care insurance policy, if any,
5. Guaranty, if applicable
6. Confidential Health Screening Questionnaire
7. Pet Agreement, if applicable
8. Two years' medical records and Authorization to Release Medical Information
9. Receipt of Disclosure Statement (Appendix D)
10. Photo Authorization
11. Receipt of Notice of Privacy Practices

C. Modified Life Care Option, if applicable

D. Disclosure Statement

**NEWBRIDGE ON THE CHARLES**

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**Schedule 1**

Unit Designation

See attached.

**NEWBRIDGE ON THE CHARLES**

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**APPENDIX A**

Member Handbook

See attached.

## NEWBRIDGE ON THE CHARLES

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### APPENDIX B

#### Member Qualification & Other Required Admission Documents

1. Application for Residency
2. Residence Preference Request
3. Confidential Financial Statement and evidence of assets, liabilities, net worth and income
4. Long-term care insurance policy, if any,
5. Guaranty, if applicable
6. Confidential Health Screening Questionnaire
7. Pet Agreement, if applicable
8. Two years' medical records and Authorization to Release Medical Information
9. Receipt of Disclosure Statement (Appendix D)
10. Photo Authorization
11. Receipt of Notice of Privacy Practices

## NEWBRIDGE ON THE CHARLES

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### APPENDIX C

#### Modified Life Care Option

The applicability of the Modified Life Care Option (the "Option") to this Agreement is indicated on the inside front cover. The terms and conditions applicable to the Option are as follows:

##### **I. Selection of Option:**

**A. Timing:** Selection of the Option shall be made at the time of the Advance Payment. The Option expires after that time and as such may not be selected prior to or after the Commencement Date.

**B. Applicability:** In the case of a dual membership, one or both of you may select the Option.

**C. Not Revocable:** The selection of the Option may not be revoked, except as follows:

(i) If one or both of you select the Option, and one or both of you are determined to be ineligible for the Option prior to the Occupancy Date, the Option may be revoked by the other individual; or

(ii) If this Agreement is terminated prior to the Occupancy Date as to one of you, the selection of the Option is revocable as to the other individual.

In either case, the portion of the Advance Payment allocable to such revoked Option either shall be applied to the Entrance Fee payment or returned to you, as you prefer.

##### **II. Option Payment:**

**A. Cost:** Individual Members and couples pay the applicable additional amount indicated on the inside front cover of this Agreement as part of their Entrance Fee (the "Option Payment").

**B. Treatment:** The Option Payment is included within and treated as part of the Entrance Fee for all purposes, including for the purposes of calculating the Advance Payment and for calculating Advance Payment or Entrance Fee Refunds under Article X of this Agreement.

### **III. Benefits:**

Each Member eligible for the Option is entitled to the following benefits during the term of this Agreement:

**A.** 120 days of coverage for stays in Assisted Living, Assisted Living Memory Support and/or the Health Care Center.

**B.** A 20% discount on published daily charges for stays in Assisted Living, Assisted Living Memory Support and/or the Health Care Center after the 120 benefit days have been exhausted.

**C.** Care Away from the Community: If you require care outside the Community as described under Section VI.H of this Agreement, NewBridge will cover the costs of such charges subject to the following conditions:

(i) Coverage under this Option will be available only if care is being provided off-campus because of a lack of available space at Assisted Living, Assisted Living Memory Support or the Health Care Center; and

(ii) Coverage will be provided only up to the amount of the cost of such care if it had been provided on campus, as follows: 120 days in an off-campus health care setting in an amount not to exceed the coverage under Section III (A) hereof for such services on campus; after 120 days, 20% of the cost of care in an amount not to exceed 20% of the rates set forth under Section III (B) hereof for equivalent care on campus.

**D.** Benefits under the Option are provided at no additional monthly cost. Members continue to pay their Monthly Fee while receiving benefits under the Option under the following conditions: (i) during the first 120 days of benefits even if they no longer maintain their Residence; and (ii) after the first 120 days of benefits are exhausted while they maintain their Residence. When a Member transfers permanently to Assisted Living, Assisted Living Memory Support or the Health Care Center, after the first 120 days of benefits are exhausted, Members pay only the applicable rate for such care at the Option's 20% discount.

**E.** Benefits under the Option are supplemental to Medicare, Medicaid and any other governmental or private insurance benefits for which you are eligible, provided that Option benefits are measured based on days of coverage and not based on the cost of coverage. You agree to diligently apply for and maximize the use of all governmental or private insurance benefits before seeking any benefits under the Option. Benefits under the Option may be used during a waiting period associated with insurance benefits. Benefits are automatically debited from your Option account when insurance coverage is denied or is not available.

**F.** The Option does not entitle you to receive any services that NewBridge is not licensed, staffed, or equipped to provide or does not routinely provide. In addition, NewBridge shall not be responsible for paying for any health care or assisted living services or items that are not expressly covered under Article VI.J of this Agreement or this Appendix C, including, but not limited to, medical, surgical, or hospital services, and care by your personal physicians or private duty personnel.



#### **IV. Eligibility:**

Eligibility for the Option is determined by NewBridge prior to the Occupancy Date, based on your application materials, two years' medical history provided by your primary care physician and an examination by the Community's designated physician.

**A. Determination:** If it is determined by such physician, in his or her discretion, that based on the physical examination and your medical history, it is more likely than not that you will require assisted living or skilled nursing care within the next twelve (12) months, you will not be eligible for the Option.

**B. Refund:** If one or both of you are determined to be ineligible for the Option, the portion of your Advance Payment allocable to the Option either will be applied to your Entrance Fee payment or refunded to you, as you prefer.

**NEWBRIDGE ON THE CHARLES**

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**APPENDIX D**

Disclosure Statement

See attached.

## NEWBRIDGE ON THE CHARLES

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### Pet Agreement

NewBridge recognizes the importance of the companionship that a pet provides. The following policy, the applicability of which is indicated on the inside front cover of this Agreement, has been designed with the best interests of both pet owners and Members of the Community in mind:

1. Permitted pets: Aggressive breeds of dogs will not be allowed except under very limited circumstances and on a case-by-case basis. Aggressive breeds include but are not limited to: Akita, Alaskan Malamute, Chow Chow, Doberman Pinscher, Pit Bull, Presa Canario, Rottweiler, Siberian Husky, Staffordshire Bull Terrier, Wolf Hybrid.
2. No more than two (2) pets shall be allowed in any residence except under very limited circumstances and on a case-by-case basis.
3. A \$1,000 pet charge (dog or cat only) will be paid upon the signing of this Agreement to defray expenses related to the cleaning of the Residence after a pet has vacated.
4. You agree to pay for all damage caused by the pet, including additional cleaning services necessitated by the pet (e.g. soiled or damaged carpeting).
5. All pets shall be spayed/neutered and documentation provided to NewBridge.
6. You are responsible for providing recognized standards of care, including the following:
  - Up-to-date veterinary certificates of health including all immunizations (and proof thereof submitted annually to NewBridge);
  - Pets must be on flea, tick and heartworm prevention medication;
  - Pets must be licensed by the Town of Dedham and wear a tag;
  - Pets must be fed, cleaned and groomed appropriately;
  - Residences should be vacuumed frequently and carpets shampooed two (2) times per year;
  - Walk pets only in designated areas and pick up and dispose of pet waste in designated receptacles; and
  - Litter boxes should be kept in the bathroom, changed at least two (2) times per week and disposed of in the trash receptacles. Never place litter in the toilet or down the disposal.

- 7.** Pets must be acclimated to group living and be under the Member's control at all times. Residence doors must remain closed to ensure that pets do not wander out.
- 8.** You acknowledge that if a pet threatens any Member, guest or staff of the Community (e.g. jumping, growling, barking), or if a pet creates an undue disturbance or nuisance, you will no longer be able to keep the pet in the Community.
- 9.** Pets are not allowed in indoor public spaces of the Community except when taking the most direct route from the Residence to the outdoors, and except that pets that are certified assistants to the disabled are allowed in such areas.
- 10.** Pets will be on a leash at all times when outside of the Residence.
- 11.** No outside structures for the shelter or containment of a pet may be erected anywhere on the campus.
- 12.** You shall provide NewBridge with a photo and/or description of any pet, including the age and the contact information for the pet's veterinarian, and for the individual who will agree in writing to accept the pet if Member becomes ill or is unable to take care of the pet, either temporarily or permanently.
- 13.** In the case of an emergency, NewBridge may determine it necessary to have a pet transferred to boarding or kennel at the Member's expense. NewBridge also may provide temporary pet services for an additional charge.
- 14.** In the event you do not adhere to the Pet Policy, you will be advised in writing and requested to take corrective action. If problems persist, NewBridge reserves the right to remove the pet from the Residence.

**SIGNATURE PAGE TO FOLLOW**

## Signature Page

I (we) have read the above policies and agree to same, as evidence by the signature(s) below and the Pet Fee tendered:

Member(s)

\_\_\_\_\_

Date

\_\_\_\_\_

Member

\_\_\_\_\_

Date

\_\_\_\_\_

Member

**NEWBRIDGE ON THE CHARLES**

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**Photo Authorization**

I (we) hereby authorize the taking of photographs, film, videotape and/or other likenesses of me/us on campus and at NewBridge events or in connection with NewBridge off-site. These photographs, films, videos and/or other likenesses may be used in exhibits and/or audio/visual presentations developed by NewBridge, its affiliates and/or assigns and produced for advertising, marketing, or commercial purposes. NewBridge may copyright said likenesses taken of me (us), or in which I (we) are present, and use, re-use, or publish the same in whole or in part, individually or in conjunction with any printed matter or in any or all media now or hereafter known, for advertising or commercial purposes.

Member(s)

\_\_\_\_\_

Date

\_\_\_\_\_

Member

\_\_\_\_\_

Date

\_\_\_\_\_

Member