

NEWBRIDGE  
ON THE CHARLES



Dr. Miriam and Sheldon G. Adelson Campus

## ADVANCE PAYMENT AGREEMENT

I have been notified by NewBridge on the Charles, Inc. (“NewBridge” or the “Community”) that I have been accepted as a future member of the Community. I understand that my eligibility will be verified again prior to the Occupancy Date (as defined below).

Any capitalized terms not defined in this Advance Payment Agreement shall have the meaning set forth in the Residency Agreement (as defined below). If more than one person is signing this Advance Payment Agreement, the terms “I”, “my”, “me” and “member” refer to each of you individually, and to both of you together, and the rights and obligations of each of you are joint and several, except when the context of this Agreement requires otherwise.

### I. Residency Agreement

I have reviewed the form of residency agreement attached as **Exhibit A** hereto and incorporated by reference herein (the “Residency Agreement”). I understand that I will be required to sign the Residency Agreement for my Residence (as defined below) as well as other documentation pertaining to my membership or Residence.

NewBridge will provide notice of the estimated occupancy date (“Occupancy Date”) for the Residence as soon as possible. Once eligibility for membership is re-verified, I will be required to sign the Residency Agreement and pay the Entrance Fee prior to the Occupancy Date. This Advance Payment Agreement shall terminate upon the signing of the Residency Agreement.

### II. Modified Life Care Option

\_\_\_\_\_ [do/do not (circle one)] select the Modified Life Care Option. I have reviewed **Exhibit B** attached hereto and incorporated by reference herein which sets forth the terms and conditions of such option. I understand that eligibility for the Modified Life Care Option will be determined prior to the Occupancy Date. I understand that selection of this option includes the payment of an additional Entrance Fee, as follows: \$\_\_\_\_\_ for an individual membership or \$\_\_\_\_\_ for a dual membership. The Option Payment (as defined in **Exhibit B**) is included for the purpose of determining the Advance Payment, below. I also understand that selection of the Modified Life Care Option may not be revoked, except under limited conditions as set forth in **Exhibit B**.

### III. Advance Payment

I wish to formally reserve the cottage/villa/apartment (circle one) identified as Residence # \_\_\_\_\_ (the "Residence"), and agree to the following provisions pertaining thereto:

#### A. Advance Payment; Monthly Fees

(i) Advance Payment. The Advance Payment required to reserve the Residence is equal to Ten Percent (10%) of the Entrance Fee. The Entrance Fee associated with the Residence you have selected, inclusive of the Modified Life Care Option if applicable, is estimated to be \$ \_\_\_\_\_. Therefore, the Advance Payment to be paid with this Advance Payment Agreement is \$ \_\_\_\_\_.

(ii) Monthly Fees. The Monthly Fee associated with Residence # \_\_\_\_ is \$ \_\_\_\_\_. The Additional Person Monthly fee is \$ \_\_\_\_\_. Fees for optional or additional services that are not covered by the Monthly Fee ("Optional/ Additional Fees") are set forth in the Resident Handbook attached to the Residency Agreement for the Residence. NewBridge will endeavor to set the Monthly Fee and Optional/Additional Fees at the lowest possible amounts to permit it to offer high quality services consistent with operating on a sound financial basis. NewBridge reserves the right to adjust these fees from time to time, upon sixty (60) days' prior written notice.

#### B. Advance Payment Refunds

Please review carefully the following circumstances under which this Advance Payment Agreement may be terminated prior to signing the Residency Agreement, and in particular, when you will be entitled to receive a full refund of your Advance Payment and when you will be required to pay an administrative fee and other charges (deducted from your Advance Payment refund) on account of such termination:

*(i) Termination Due to Change in Resident Status:*

If you are no longer eligible to reside at NewBridge 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 your Advance Payment will be refunded within thirty (30) days of the termination date. You will receive a refund of your Advance Payment less an administrative fee of 1% of the Entrance 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.

*(ii) Resident Right of Rescission:* You may rescind this Advance Payment Agreement in your discretion in accordance with the termination procedures set forth in Section III.C below, at any time and for any reason. You will receive a refund of your Advance Payment less an administrative fee of 1% of the Entrance Fee.

In the event this Advance Payment Agreement is terminated under Section III.B and your Residence has been customized at your request by NewBridge or has been redecorated in any way, such customization costs incurred by the Community, and such costs of restoring the Residence to the original decor also will be deducted from the refund of your Advance Payment.

I understand that the refund provisions contained in this Advance Payment Agreement apply only during the period prior to the signing of the Residency Agreement, and that once the Residency Agreement is signed, only the refund provisions contained in the Residency Agreement shall apply. I also understand that after the termination of this Advance Payment Agreement, and after receiving the applicable refund of the Advance Payment as set forth herein, I shall not have any rights, obligations or remedies under this Advance Payment Agreement.

### **C. Notice of Termination**

If you wish to terminate this Advance Payment Agreement as set forth in Section III.B, you shall send written notice, delivered either by hand, by certified mail or by a nationally recognized commercial carrier, postpaid and return receipt requested (if by mail), or with all freight charges prepaid (if by commercial carrier). Your notice shall be deemed to have been given upon the date of delivery or within three (3) business days of mailing, as applicable. The notice shall be addressed as follows:

NEWBRIDGE ON THE CHARLES  
5000 Great Meadow Road  
Dedham, MA 02026  
Attn: Executive Director

Within thirty (30) business days of receipt of notice in accordance with this Advance Payment Agreement, NewBridge will refund your Advance Payment as set forth above.

#### **IV. Standard Provisions**

You may reach me at the following address:

**Name(s):**

**Phone:**

**E-mail:**

I agree to keep you advised of any change in my contact information.

I understand that my rights under this Advance Payment Agreement are personal to me and may not be assigned or transferred. I certify that I have read and understand the Advance Payment Agreement and the attached Residency Agreement.

This Advance Payment Agreement is not an agreement or contract for care, services, lease or lodging of any kind, nor a promise by NewBridge that I will qualify for membership or for the Modified Life Care Option, if applicable, at the Occupancy Date.

No oral modification of this Advance Payment Agreement shall be binding upon the parties and any modification shall be in writing and executed by the parties. This Advance Payment Agreement shall be binding upon and shall inure to the benefit of the parties and their respective agents, guardians, heirs, successors, and with respect to NewBridge, assigns. In case any one or more of the provisions contained in this Advance Payment Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, but this Advance Payment Agreement shall be reformed, construed and enforced to the maximum extent permitted by applicable law. This Advance Payment Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. This Advance Payment Agreement shall be interpreted, construed, applied and enforced in accordance with the laws of the Commonwealth of Massachusetts. Time is of the essence.

**Signature Page Follows**

**Signature Page**

EXECUTED as an instrument under seal as of \_\_\_\_\_, 201\_\_.

NEWBRIDGE ON THE CHARLES, INC. PROSPECTIVE MEMBER(S)

\_\_\_\_\_  
Name

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

\_\_\_\_\_  
Name

\*\*\*\*\*

**Internal use:**

Received by \_\_\_\_\_

Date \_\_\_\_\_

Residence Number/ Type assigned \_\_\_\_\_

Modified Life Care Option \_\_\_\_\_ Advance Payment \$ \_\_\_\_\_

## **Advance Payment Agreement Exhibit A**

### Residency Agreement

See attached.

## **Advance Payment Agreement Exhibit B**

### Modified Life Care Option

The applicability of the Modified Life Care Option (the “Option”) to this Advance Payment Agreement is indicated on the first page of the Advance Payment Agreement. The terms and conditions applicable to the Option are as set forth in the Appendix to the Residency Agreement.

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