



**THIS RESIDENCE AND LIFE CARE AGREEMENT** (this "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between CENTRAL GEORGIA SENIOR HEALTH, INC., a Georgia nonprofit corporation (hereinafter referred to as "Owner") and \_\_\_\_\_ (hereinafter referred to jointly or individually as "Resident").

**W I T N E S S E T H:**

WHEREAS, Owner owns and operates a continuing care retirement community at 5300 Zebulon Road, Macon, Georgia doing business as Carlyle Place, Navicent Health;

WHEREAS, Resident desires to become a resident of Carlyle Place, Navicent Health, and use the facilities, programs and services provided by Owner, subject to terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the parties, each intending to be legally bound, do hereby agree as follows:

**I. Living Accommodation**

Resident has made application for residency at Carlyle Place, Navicent Health, in accordance with Section VIII below, and once said application has been approved by Owner, the Resident shall have a non-transferable right to reside in residence number \_\_\_\_\_, a \_\_\_\_\_ type of living accommodation at Carlyle Place, Navicent Health, (hereinafter referred to as the "Living Accommodation"), subject to all of the provisions of this Agreement. On the Date of Availability (as herein defined), Owner shall provide in the Living Accommodation wall-to-wall carpeting (except kitchen/baths); emergency signal equipment in baths and bedrooms; kitchen and laundry appliances as identified in the Owner's literature for Carlyle Place, Navicent Health,; heating and air-conditioning system; and other features as described in the Owner's literature for Carlyle Place, Navicent Health. The Resident is responsible for providing all additional furnishings.

**II. Date of Availability of the Living Accommodation**

For purposes of this Agreement, the term “Date of Availability” shall mean the date the Living Accommodation is declared by Owner, in its sole discretion, to be available for Resident's occupancy.

**III. Modifications to Living Accommodation**

Carlyle Place, Navicent Health Resident may modify the Living Accommodation to the extent specifically permitted by Owner. Resident must have prior written approval from Owner of any modifications and must use contractors approved by Owner. Resident is responsible for all costs associated with such modifications and any costs associated with returning the Living Accommodation to its original condition, if requested by Owner. Any options, custom features or modifications shall become a part of the Living Accommodation and shall become the property of Owner upon the termination of this Agreement and shall not be used in computing any refund as described in Section X hereof.

Resident agrees that Owner may modify the Living Accommodation at any time to conform to the requirements of any zoning regulation, building code, or other law or regulation.

**IV. Residential Services**

Owner shall provide Resident with the services outlined in this Agreement, and in exchange Resident shall pay Owner the one-time Entrance Fee and the on-going Monthly Service Fee attributable to the Living Accommodation selected by Resident. The services included in the Monthly Service Fee and those requiring additional payment are described below:

**A. Meals**

1. **Apartment Home** the monthly service fee includes a Flexible Meal Program which affords residents \$240 per month or \$720 per quarter.
2. **Garden Home** the monthly service fee does not include a meal plan but each Resident may utilize the dining rooms and services at Carlyle Place, Navicent Health on a per meal charge basis or may purchase a discounted meal package. Meal plans are available based on a choice of flexible meal plan options for an additional charge.

3. Owner shall make a nutritionally balanced meal available each day. Resident may choose which meal time to enjoy each day. Extra meals and guest meals are available for an additional charge.

**B. Utilities**

1. The Monthly Service Fee for an **Apartment Home** shall include the cost of water and sewer service, electricity, heat and air-conditioning, trash removal and other municipal services.
2. **Garden Homes** shall be separately metered for electricity and gas, and Resident will be responsible for direct payment of such monthly costs for their individual Living Accommodation. Electricity is listed as a separate line item on the monthly service fee statement. Resident will receive a separate bill from the Gas Company directly. All other above-stated utility costs are included in the Garden Home Monthly Service Fee.
3. All Residents shall be responsible for their personal telephone equipment and service as well as cable TV and Internet services. Basic Cable TV service is listed as a separate line item on the monthly service fee statement. Resident will receive a separate bill from Cable Company for extra TV services and Internet services.

**C. Security** - Owner shall provide 24-hour a day security services.

**D. Emergency Call System** - Owner shall provide the Living Accommodation with an emergency call system monitored 24-hours a day by Owner's staff.

**E. Housekeeping** - Owner shall provide Resident with weekly housekeeping services, including vacuum cleaning, dusting, cleaning of baths and kitchens, trash removal, and periodic scheduled window cleaning. Resident may elect to have extra housekeeping services for an additional charge.

**F. Laundry** - Weekly laundering of the Resident's flat linen (sheets, towels, and pillow cases) shall be provided by Owner. Resident may elect to have

housekeeping staff change bed linens during the weekly housekeeping appointment at no additional charge. Equipment for personal laundry services shall be provided in the Living Accommodation.

**G. Maintenance** - Owner shall monitor and make necessary repairs to the Living Accommodation, all appliances provided by Owner and all the common facilities, at no extra charge to Resident. Repairs, maintenance and replacement of property owned by Resident shall be the responsibility of the Resident. Notwithstanding the above, Resident shall be responsible for the cost of repairing damage to Owner's property caused by the willfulness, negligence or abuse by Resident or any guest or pet of Resident, ordinary wear and tear excepted.

**H. Grounds Maintenance** - Owner shall furnish grounds maintenance services at Carlyle Place, Navicent Health, including lawn, tree and shrubbery care as well as appropriate maintenance of all sidewalks, streets and roads and other surface areas.

Resident, at his/her own expense, may plant and maintain certain areas with the prior written consent of Owner. All such planting shall become and remain the permanent property of Owner.

**I. Parking** - Owner shall provide, at no additional cost, parking areas for the personal automobile of each licensed Resident (with Resident owning Apartment Homes being limited to one (1) parking space) and parking areas for their occasional guests and visitors and for Residents' recreational vehicles. Owner shall not be responsible for damage to the automobiles of Residents or their guests, unless such damage occurred due to the willfulness or the negligence of an employee or agent of Owner. Parking spaces will be reserved and assigned based on Resident's move-in date.

**J. Transportation** - Owner shall provide scheduled local transportation for Residents as determined by Carlyle Place, Navicent Health, at no extra charge. Transportation for special, personal or group trips will be made available and will require an additional charge.

**K. Activities** - All social, spiritual, educational, cultural, arts and crafts, exercise and health programs provided by Owner shall be available to all Residents without additional charge. Owner shall have the right to schedule special programs or activities which may require an additional charge (which will be published in advance).

V. **Common Facilities**

Common amenities and facilities shall be provided by Owner for the use and benefit of all of the Residents of Carlyle Place, Navicent Health, and their guests. The amenities provided at Carlyle Place, Navicent Health, by Owner are described below:

- A. **Community Commons** - The Community Commons shall include a covered portecochere, entry vestibule, reception area, various dining venues, library, lounges and sitting areas, the Grande Ballroom,, Wolf Creek Pub, , cart storage areas, public restrooms, U.S. mail center, short-term guest accommodations and such other common spaces as are deemed appropriate by Owner from time to time.
- B. **Renaissance Wellness Center** - The Renaissance Wellness Center shall include amenity areas to promote physical, intellectual, spiritual and emotional health which include an indoor swimming pool, men's and women's locker rooms, exercise room with equipment, aerobic workout room, massage therapy room, arts and crafts center and a hair and nail salon.
- C. **Wellness Clinic** - The Wellness Clinic is dedicated to providing Resident with access to health professionals and services designed to help Residents maintain a high level of independence.
- D. **Stafford Suites Personal Care/Assisted Living** - For Residents who require assistance with activities of daily living, Stafford Suites consists of a self-contained residential wing where Owner can provide certain types of assistance. Stafford Suites consists of its own living room, activity room, kitchen and dining spaces.. Depending on availability, this neighborhood may provide accommodations for respite stays.
- E. **Cambridge Court Memory Care** – Designed and staffed to provide specialized care and services for Residents dealing with Alzheimer/ Dementia related diseases. This neighborhood includes a living room and dining room, activity spaces, private accommodations, and laundry areas as well as an outdoor courtyard.
- F. **Harrington House Skilled Nursing Center** - Provides licensed skilled nursing care for those who require full-time care from medical professionals. Private accommodations, separate living room, dining room, activities, and an outdoor patio are provided. Nursing staff is available for consultation, assistance and

emergency nursing services on a 24-hour basis. The overall coordination and provision of health care services by Owner shall be supervised by a Medical Director who is a local licensed physician selected by Owner.

Owner's obligation hereunder to make nursing care available to Resident is on an "as-need basis", and Owner has no obligation to provide any specific medical diagnosis or treatment, or hospitalization, or prescription pharmaceuticals, all of which are the responsibility of Resident.

- G. **Outdoor Amenities** - Carlyle Place, Navicent Health, is situated on a 58-acre site located in the northwest section of Macon, Georgia. Site amenities shall include landscaped grounds, walking trails, outdoor patios and courtyards, lakes, sidewalks, roads, parking areas, a designated car wash area, Resident garden areas and a golf putting green.

## VI. **Health Services**

Owner shall provide, for the exclusive benefit of the Residents at Carlyle Place, Navicent Health, health amenities and health services reasonably designed to promote healthy living and to preserve dignity in times of health change. The continuing care health services made available to Residents at Carlyle Place, Navicent Health, are as follows:

- A. **Wellness Exercise Programs** - Owner shall conduct wellness education and exercise programs for Residents who wish to participate, at no additional cost. Resident may participate in group programs or, after an appropriate orientation to equipment and safety precautions may pursue individual programs and schedules. Programs shall include, but not be limited to, water aerobics, low impact aerobics, armchair aerobics, weight training, circuit training, walking and equipment based classes.
- B. **Health Consultation** - Owner shall make care managers available to Residents for consultation on a regularly scheduled basis. These staff members will provide basic health screenings and evaluations to the extent specifically permitted by law. Additionally, Owner shall make the facilities at Carlyle Place, Navicent Health, available to dentists, podiatrists, optometrists, audiologists, and other health providers from the local medical community in order to deliver certain health care services for Residents who choose this convenient option. These services will require an additional charge or be billed directly by the provider.

- C. **Physician Services** - Resident shall arrange for services of a personal physician. Such physician must have admitting privileges at a local Macon hospital. Resident will keep Owner apprised of the identity of the Resident's current physician.
- D. **Hospitalization** - Owner will assist, as necessary, in arranging for inpatient hospital care for Resident when prescribed in writing by a physician or when needed on an emergency basis. Resident shall designate, in advance, the Resident's choice of hospital. The Resident shall be responsible for all physician and hospital charges.
- E. **Services in Carlyle Place, Navicent Health Care Center** - Owner shall provide temporary or long-term health care, as appropriate under Owner's skilled nursing license, when prescribed in writing by the Resident's physician. Should all of Owner's licensed health care beds be occupied at that time, then Owner agrees to be responsible for arranging and paying for an alternative care plan for the Resident until such time as a bed is available in the Harrington House Skilled Nursing Care Center.
- F. **Cost of Health Care Centers' Services**
1. **Temporary Stay In Stafford Suites Personal Care/Assisted Living, Cambridge Court Memory Care, or Harrington House Skilled Nursing** - Prior to a determination by Owner that Resident is a permanent transfer, each Resident shall continue to pay the Resident's regular Monthly Service Fee, plus a charge for three (3) meals per day (with credit for meals included in Resident's Monthly Service Fee) while in temporary residency in Stafford Suites Assisted Living,, Cambridge Court Memory Care or in Harrington House Skilled Nursing.
  2. **Permanent Transfer To Stafford Suites Personal Care/Assisted Living, Cambridge Court Memory Care or Harrington House Skilled Nursing** - If a determination is made by Owner that the Resident is a permanent transfer to Stafford Suites Personal Care/Assisted Living studio suite, Cambridge Court Memory Care Center or Harrington House Skilled Nursing Care Center, Resident shall continue to pay the Resident's Monthly Service Fee, plus a charge for three (3) meals per day (with credit for meals included in Resident's Monthly Service Fee).

3. **Extraordinary Care, Etc.** In addition to the charges payable by Resident under Section VI.F.1. and 2. Hereof, Owner may charge Resident for extraordinary care, drugs and supplies. Resident shall be responsible for the cost of prescription and nonprescription medications, surgical, dental and optical services, physical examinations and any medical service beyond that available at Carlyle Place, Navicent Health, professional dry-cleaning and laundry services; and wheelchair and other medical equipment used exclusively by Resident. In addition, Resident shall be responsible for the cost of any professional services (medical or otherwise) contracted by or on behalf of Resident.
4. **Double Occupancy** - In the case of double occupancy, the first Resident permanently transferred to Stafford Suites Personal Care/Assisted Living, the Specialty Care or Nursing Care shall continue to pay the second person Monthly Service Fee plus the cost of three (3) meals per day (with credit for meals included in Resident's Monthly Service Fee). The remaining person in the Living Accommodation shall continue to pay the full Monthly Service Fee rate applicable to single occupancy of the Living Accommodation. If for any reason one (1) Resident moves out of Carlyle Place, Navicent Health, the Monthly Service Fee payable by the one (1) remaining Resident shall be adjusted for the fee for single occupancy of the Residential Apartment.

## **VII. Transfers or Changes in Level of Care of Resident**

- A. **Transfer** - Owner shall have the right, in its discretion, to determine when or if Resident should be transferred from Resident's Living Accommodation to the Stafford Suites Personal Care/Assisted Living, Cambridge Court Memory Center or Harrington House Skilled Nursing Center or from one level of care to another level of care at Carlyle Place, Navicent Health. Such determination shall be based on the professional opinion of the Medical Director and the opinion of the Executive Director at Carlyle Place, Navicent Health, and shall be made only after consultation to the extent reasonably possible with Resident, a representative of Resident's family or the legal sponsor of Resident, and Resident's attending physician.
- B. **Transfer to Another Health Care Facility** - If it is determined by the Medical Director and the Executive Director at Carlyle Place, Navicent Health, that Resident needs care beyond that which can be provided by the facilities and personnel at Carlyle Place, Navicent Health, Resident may be transferred to a



hospital, or institution equipped to give such care, which transfer and care will be at the expense of Resident. Such transfer of Resident will be made only after consultation to the extent reasonably possible with Resident, a representative of Resident's family or the legal sponsor of Resident, and Resident's attending physician.

- C. Surrender of Independent Living Accommodation** - If a determination is made by Owner that any transfer described in this Section VII. is not temporary in nature, Resident shall surrender his/her rights to use and enjoyment of the Living Accommodation within thirty (30) days after Resident has been notified by Owner. Should Resident fail to vacate his/her Living Accommodation, then he/she shall pay the monthly service fees for both accommodations for a maximum of thirty (30) additional days at which time the Living Accommodations shall be surrendered to Owner. If Owner subsequently determines, based on the opinion of the Medical Director and the Executive Director at Carlyle Place, Navicent Health, that the Resident has recovered and is eligible for admission to Independent Living, Resident shall have priority to such accommodations as soon as they become available.
- D. Relocation** - Owner reserves the right to make all necessary arrangements and adjustments regarding residence not otherwise specifically provided in this Agreement. Owner may relocate Resident to a new Living Accommodation, substantially similar to that selected by Resident, if Owner determines that such a move should be made because of any requirement of law or for the benefit of Resident or for the proper operation of Carlyle Place, Navicent Health. In the event of such relocation, Owner shall be responsible for all reasonable moving and relocation expenses of Resident.
- E. Voluntary Transfer** - In the event that another Living Accommodation is made available to Resident by Owner and Resident voluntarily decides to transfer into the Living Accommodation made available, then the "ADDENDUM TO RESIDENCE AND LIFE CARE AGREEMENT - (Change of Residence ))" addendum to this Agreement must be signed by the parties before the transfer may be made. If the current Entrance Fee of the Living Accommodation selected is more than the original Entrance Fee paid, then the Resident must pay the difference in Entrance Fees. If the current Entrance Fee of the Living Accommodation selected is less than the original Entrance Fee paid, then a refund will be calculated and paid based on the termination and refund provisions found in Section X. of this Agreement.

## VIII. Residency Criteria

Residency requirements at Carlyle Place, Navicent Health, Navicent Health will be nondiscriminatory except as to age. In determining residency, Owner shall not discriminate against any person because of race, color, religion, sex, familial status, disability or national origin.

By signing this Agreement, Resident is applying for residency at Carlyle Place, Navicent Health. Resident shall also submit the additional forms described below to complete Resident's application for residency.

The Resident must meet the following conditions in connection with his/her residency at Carlyle Place, Navicent Health:

- A. **Age** - Resident must be at least sixty-two (62) years of age at the time of residency. However, in the case of double occupancy, at least one Resident must meet this age criteria and, the other may be as young as fifty-five (55) years of age.
- B. **Interview** - Resident shall have an interview with a representative of Owner prior to acceptance of Resident's application. After reviewing all information required to be furnished herein, additional personal interviews may be required by Owner.
- C. **Application** - Resident shall submit for Owner's review and approval an Application for Residency together with health and financial forms within fifteen (15) days of Resident's signing this Agreement. Resident will provide updated medical and financial information to Owner, upon written request, should Owner determine that there may have been a material change in either status during said application period. Resident acknowledges that the requested Apartment/Garden Home will be reserved for no more than thirty (30) days following the signing of this Agreement. It is Resident's responsibility to provide Owner with all required information necessary to evaluate the applicant for residency within these dates.
- D. **Physical and Mental Condition** - Resident shall submit, within fifteen (15) days of the date of this Agreement, a report of a physical examination of Resident made by a physician selected by Resident and completed within six (6) months of the date of this Agreement.. Such report shall include a statement by such physician that Resident is in good health, is ambulatory or can move about independently and is able to take care of himself or herself in normal living activities. Owner may require Resident to have a physical examination by the Medical Director at Carlyle Place, Navicent Health, or by another physician approved by Owner at anytime deemed necessary by Owner. If the health of

Resident as disclosed by such physical examination differs materially from that disclosed in Resident's Application for Residency, Owner shall have the right to decline admission of Resident and to terminate this Agreement or, in the discretion of Owner, to permit Resident to take occupancy of accommodations at Carlyle Place, Navicent Health suitable to the needs of Resident. Resident shall permit Owner to obtain and review any medical or hospital records related to Resident, and Resident shall keep Owner informed of any changes in Resident's physical or mental condition following completion of the Application for Residency.

- E. Financial** - To qualify for residency at Carlyle Place, Navicent Health, the Resident shall present Owner with written evidence demonstrating that the Resident has (and is expected to continue to have) monthly income and adequate assets to meet future financial obligations (after payment of the Entrance Fee outlined in Section IX. of this Agreement). Resident shall present Owner with this evidence by submission of the Financial Application and supporting documentation.
- F. Discretion** - Resident acknowledges and agrees that Owner has the absolute right to reject Resident's Application for Residency for any reason.
- G. Summary of Representations** - Resident affirms that the representations made in the Application for Residency and the medical and financial forms are true and correct and may be relied upon by Owner as a basis for entering into this Agreement.
- H. Notification** - Owner shall notify Resident as early as possible of acceptance or denial of acceptance for residency, but not later than thirty (30) days after Resident has completed and submitted to Owner all forms required in this Section VIII.
- I. Two Occupants** - If two (2) persons (spouses or roommates) are applying for joint residency at Carlyle Place, Navicent Health both persons shall be required to comply with the residency requirements set forth above, and Owner shall accept or deny acceptance of both persons.
- J. Marriage or Addition of a Second Resident To Share Living Accommodation with Current Resident** If Resident marries or chooses to add a non-resident to share the Living Accommodation during the term of this Agreement, this Agreement shall not terminate but shall be modified to permit the non-resident or

current resident, to reside with Resident in the Living Accommodation, subject to the following conditions:

1. Unless waived by Owner upon written request by Resident, such non-resident satisfies the residency requirements set forth in this Section VIII;
2. Such non-resident or current resident joins in the execution of this Agreement and agrees to be jointly and severally liable for the obligations of Resident hereunder; and
3. Such non-resident or current resident pays the prevailing Entrance Fee for a new Resident for the Living Accommodation, in which event the Monthly Charge for the Living Accommodation shall be adjusted (effective as of the day double residency commences) to the then prevailing Monthly Charge for double occupancy of the type of Living Accommodation.

If Owner determines that non-resident does not satisfy the conditions set forth above, Owner shall so notify Resident, and Resident may elect to terminate this Agreement in accordance with the applicable provisions of Section X hereof.

## **IX. Financial Provisions**

- A. **General** - Resident shall pay to Owner a one-time Entrance Fee and an ongoing Monthly Service Fee. The payment of both fees provide Resident full use of the Living Accommodation and all common amenity areas, care in the on-site Care Centers and all services provided under this Agreement.
- B. **Entrance Fee Plans** - Various Entrance Fee plans are available to the Resident according to the terms listed below. The Entrance Fee plan applicable to Resident shall be selected by the Resident simultaneous with the signing of this Agreement by the Resident, but may be changed at any time by Resident prior to Resident's date of occupancy. Resident shall indicate his/her selection on an addendum attached hereto.
  1. **90% Refundable Plan** - Under the 90% Refundable Plan, the Resident (or his or her estate) may receive a refund of no less than 90% of the Entrance Fee paid when the Resident leaves the community
  2. **50% Refundable Plan** – Under the 50% Refundable Plan, the Resident may receive a prorated refund of the entrance fee over the first 23 months

of residency. After 23 months, the Resident or the Resident's estate is refunded an amount equal to no less than 50% of the Entrance Fee.

2. **Declining Refund Plan** - Under the Declining Refund Plan, the Resident may receive a prorated refund of the Entrance Fee over the first forty-eight (48) month residency period.
3. **Cross Reference** - Refund provisions for all Entrance Fee Plans are detailed in Section X. of this Agreement.

- C. **Escrow** - The parties agree that the Entrance Fee is not a security deposit and that it shall only be refunded upon termination of this Agreement as provided in Section X. of this Agreement.

All deposits toward the Entrance Fee shall be placed in an escrow account established by Owner. These deposits shall remain in escrow until Resident has paid the remaining balance of the Entrance Fee and moved into Carlyle Place, Navicent Health, or until this Agreement is terminated by either party as provided herein, prior to occupancy, in which case Resident's deposit (without interest thereon) shall be refunded according to the terms stated in Section X. of this Agreement.

Any and all deposits required under this Agreement shall be set forth on an addendum hereto.

- D. **Monthly Service Fee** - In addition to the Entrance Fee, Resident shall pay Owner a Monthly Service Fee appropriate to the Living Accommodation selected. The initial Monthly Service Fee will be in accordance with rates in effect on the occupancy date and shall be paid by Resident in advance on the first day of the month of occupancy. For a partial month, the Monthly Service Fee will be prorated on a per diem basis.

1. **Amount of Monthly Service Fee**

As of the date of this Agreement, the Monthly Service Fee associated with the Living Accommodation selected shall be the amounts set forth on an addendum attached hereto. Although Owner will use its best efforts to operate within its established budgets and to hold any changes in the Monthly Service Fee to a minimum, the Monthly Service Fee is subject to change during the term of this Agreement as described in paragraph 4 of this Section IX.D. The Monthly Service Fee shall begin no later than sixty (60) days following the date of approval of the Resident's application by

the owner.

**2. Monthly Statement**

Owner shall present Resident with a detailed monthly statement on or about the first day of each month to include:

- (a) the Monthly Service Fee rate for the current month;
- (b) any applicable credits;
- (c) charges from the preceding month for additional services Resident requested and Owner rendered, including, but not limited to, extra meals and housekeeping services;
- (d) and any other amounts due Owner.

**3. Payment of Monthly Statement**

All charges in the monthly statement shall be paid to Owner by the 10th day of each month. Owner may charge interest at the rate of 1.5% per month on any unpaid balance owed by Resident after becoming due. If Resident fails to pay the Monthly Service Fee or any charges after appropriate notifications, Owner shall have the right to terminate this Agreement in accordance with the provisions of Section X.F. of this Agreement.

**4. Adjustment to the Monthly Service Fee Rate**

The Monthly Service Fee rate may be adjusted by Owner from time to time on the basis of its operational experience or to reflect changes in the cost to Owner of achieving its purposes of providing Resident with the accommodations, services and facilities covered by this Agreement. Owner shall provide Resident with written notice of any Monthly Service Fee rate change at least sixty (60) days prior to effective date of such increase, unless such increase is mandated by any State or Federal laws or programs, in which case no advance notice shall be required.

- E. **Resident Support Fund.** Owner has established a Resident Support Fund and shall use its best efforts to solicit and receive contributions from third parties to enhance and/or endow said Fund for the purpose of providing resources to Residents who experience financial difficulties during their residency at Carlyle Place, Navicent Health. Upon Resident's presentation of written evidence to Owner of any material change to Resident's financial status, which, in Owner's discretion, qualifies Resident for financial assistance, then Resident shall qualify for receiving either a loan or a grant from the Resident Support Fund, provided sufficient resources are available. The determination of whether Resident

qualifies for financial assistance from the Resident Support Fund and the amount of financial assistance available to Resident shall be within the sole discretion of Owner.

**X. Termination and Refund Provisions**

- A. Seven-Day Rescission Period** - Resident may terminate this Agreement without penalty or forfeiture, by giving Owner written notice within seven (7) days after the date of signing this Agreement by Resident, in which event Owner shall refund to Resident the entire amount of monies paid by Resident. During such 7-day period Resident's monies shall be held in an escrow account. Resident shall not be required to take occupancy at Carlyle Place, Navicent Health, prior to the expiration of such 7-day period.
- B. Termination Prior to Date of Occupancy due to a Material Change to Resident** - If, prior to occupancy, Resident (or a second person in Living Accommodation) should die; there occurs a material change in the physical or mental condition of Resident (or second person) that would render Resident (or second person) ineligible for admission; there occurs a financial reversal which would make Resident (or second person) ineligible for admission; or any other event occurs which would in the discretion of Owner make Resident (or second person) ineligible for admission under the terms of this Agreement, then this Agreement shall be automatically canceled upon the written notification and written documentation of the occurrence of any such event. In such event, Resident (or Resident's estate) shall receive a full refund of the total Entrance Fee paid to Owner within sixty (60) days following the occurrence of any such event.
- C. Termination by Owner Prior to Occupancy** - Owner may terminate this Agreement for any reason at any time prior to Resident taking occupancy at Carlyle Place, Navicent Health by giving thirty (30) days prior written notice to Resident. In the event of such termination, Resident shall receive a full refund of the total Entrance Fee paid to Owner. Any refund due Resident under this Paragraph shall be paid within sixty (60) days after Owner gives Resident written notice of its election to terminate this Agreement.
- D. Termination by Resident Prior to Occupancy** - Resident, prior to taking occupancy at Carlyle Place, Navicent Health may terminate this Agreement after the 7-day rescission period for reasons other than a material change to Resident as described in Section X.B. above and prior to taking occupancy at Carlyle Place, Navicent Health by giving written notice to Owner. In the event of such termination, Resident shall receive a full refund of the total Entrance Fee paid,

less an application processing charge equal to four percent (4%) of the total Entrance Fee; provided, however, that in no event shall such processing charge exceed the amount of funds paid by Resident.

- E. Termination During first Ninety (90) Days of Residency**- During such ninety (90) day period, Resident shall have the right to terminate this Agreement by giving Owner written notice of such termination, in which event Resident shall receive a full refund of the total Entrance Fee paid, less (a) an amount equal to two percent (2%) of the total Entrance Fee paid for each full calendar month (or portion thereof) which has elapsed from the date of occupancy to the effective date of termination, and (b) an application processing charge equal to four percent (4%) of the total Entrance Fee paid.

During such ninety (90) day period, Owner shall have the right to terminate this Agreement for any reason whatsoever. While Owner has the full legal right to terminate this Agreement for any reason during said period, it is Owner's intent to do so only as a result of a material change in the medical or financial condition of Resident (or Resident's spouse or roommate) as determined by Owner. In the event of such termination, Owner shall refund the full Entrance Fee paid to Owner.

Any refund due to Resident under this Paragraph shall be paid within sixty (60) days of termination of this Agreement and Resident vacating Carlyle Place, Navicent Health.

- F. Termination after First Ninety (90) Days of Residency** - At any time after the expiration of the first ninety (90) days of residency at Carlyle Place, Navicent Health. Resident may terminate this Agreement by giving Owner thirty (30) days prior written notice of such termination. In addition, Owner may terminate this Agreement after thirty (30) days prior written notice (provided, however, that the 30-day notice may be waived if Owner makes a good faith determination that Resident is a danger to himself/herself or to others, in which case Owner must only provide such notice as is reasonable under the circumstances in the discretion of the Owner) to Resident (1) if there has been a material misrepresentation or omission made by Resident in Resident's Application for Residency; (2) if Resident fails to make payment to Owner of any fees or charges due Owner within thirty (30) days of the date when due; or (3) if Resident fails to abide by the rules and regulations adopted by Owner or breaches or fails to comply with any of the terms and conditions of this Agreement, and such breach or failure has not been cured within thirty (30) days after receipt of notice of such failure to abide, breach or failure to comply. In the event of such termination or in the



event of Resident's death (or, if two persons occupy a Living Accommodation, upon the death of the surviving Resident), Resident (or Resident's estate or the estate of the surviving Resident, as the case may be) shall receive a refund of the total Entrance Fee paid, as follows:

1. If Resident selected the 90% Refundable Plan, then Resident shall receive a full refund of the total Entrance Fee paid, less (a) an amount equal to one percent (1%) of the total Entrance Fee paid for each full calendar month (or portion thereof) which has elapsed from the date of occupancy to the effective date of termination and (b) an application processing charge equal to 4% of the total Entrance Fee; provided, however, that in no event shall Resident (or Resident's estate or the estate of the surviving Resident, as the case may be) receive a refund totaling less than ninety percent (90%) of the total Entrance Fee paid by Resident.
2. If Resident selected the 50% Refundable Plan, then Resident shall receive a full refund of the total Entrance Fee paid, less (a) an amount equal to two percent (2%) of the total Entrance Fee paid for the first twenty three (23) months of residency and (b) an application processing charge equal to 4% of the total Entrance Fee; provided, however, that in no event shall Resident (or Resident's estate or the estate of the surviving Resident, as the case may be) receive a refund totaling less than fifty percent (50%) of the total Entrance Fee paid by Resident.
3. If Resident selected the Declining Balance Plan, then Resident shall receive a full refund of the total Entrance Fee paid, less (a) an amount equal to two percent (2%) of the total Entrance Fee paid for each full calendar month (or portion thereof) which has elapsed from the date of occupancy to the effective date of termination, and (b) an application processing charge equal to four percent (4%) of the total Entrance Fee paid. No refund of the Entrance Fee will be made to Resident after forty-eight (48) months of occupancy under this Agreement.

**G. Refund of Entrance Fee** - Any refund due Resident (or his/her estate or the estate of the surviving Resident, as the case may be) under Paragraph F. of this Section X. will be made at such time as Owner shall have received the Entrance Fee from a subsequent Resident for the next available residence comparable to the Living Accommodation upon which there is no prior claim. Any charges due to Owner which are unpaid by Resident shall be deducted from the amount of the refund.

- H. Condition of Living Accommodation** - Resident agrees to pay the Monthly Service Fee until all personal effects have been removed from the Living Accommodation, which shall not exceed thirty (30) days from the last day of occupancy by the Resident. During this 30-day period, the Living Accommodation will not be occupied by anyone other than the Resident. After this time, all remaining property will be removed and disposed of at the sole discretion of the Owner. Owner shall have the right to charge Resident (or his/her Estate) for any expenses incurred in disposing of this property. The date on which all personal effects have been removed from the Living Accommodation and all keys are returned to Owner shall be known as the effective date of termination. At the effective date of termination, Resident shall vacate the Living Accommodation and shall leave it in good condition, except for normal wear and tear. Resident shall be liable to Owner for any cost incurred in restoring the Living Accommodation to good condition, except for normal wear and tear.
- I. Release Upon Termination** - Upon termination of this Agreement, Owner shall have no further obligations to the Resident hereunder except for the payment of any refund of Entrance Fee which may be due in accordance with this Agreement.

**XI. General Provisions**

- A. Affiliations** - Owner is a Georgia nonprofit corporation, the sole member of which is Navicent Health, Inc., a Georgia nonprofit corporation ("Navicent"). While Navicent has made funds available to initiate and enable financing of the development and construction of Carlyle Place, Navicent Health, it is not responsible for the financial or contractual obligations of Owner hereunder. Navicent and Owner are both tax-exempt organizations under Section 501(c) (3) of the Internal Revenue Code.
- B. Rights, Privileges and Limitations** - The rights and privileges of the Resident under this Agreement to the Living Accommodation, facilities, amenities and services are personal and non-transferable and do not include any proprietary interest in the Living Accommodation or in the properties or assets of Owner. The rights of the Resident under this Agreement are subject to and subordinate to the rights of a lender under any mortgage, deed to secure debt or deed of trust now or hereafter executed creating a lien on any property at Carlyle Place, Navicent Health.
- C. Fees for Other Services** - A schedule of current charges for services not covered by the Monthly Service Fee shall be published by Owner and made a part of the Resident Handbook. Such services may include, among other services, hair and

nail salon services , massage therapy services, Enhanced Support Services through the Health Centers at Carlyle Place, Navicent Health, guest meals and any extra housekeeping or maintenance services.

- D. Insurance** - Owner shall carry appropriate property and liability insurance, in amounts designated by the Owner, to cover property owned by Owner. The Resident shall provide insurance coverage for their personal property within their Living Accommodation as well as personal liability coverage and shall provide Owner with written evidence of such coverage upon request by Owner.

Resident shall also carry and maintain Medicare Part A and B, and one supplemental health insurance policy or equivalent insurance coverage acceptable to Owner and provide written evidence of such coverage upon request.

Resident shall assign to Owner all health insurance benefits received from third party payers for services provided by Owner at Carlyle Place, Navicent Health, and its Health Care Center. Owner will be responsible for filing for said benefits and acting as Resident's agent in the collection of such health benefits.

- E. Taxes** - Any real estate or other taxes assessed against the property at Carlyle Place, Navicent Health, will be paid by Owner. Resident is responsible for any taxes assessed on personal property owned by the Resident.

- F. Legal Representation** - The Resident is required to have a written Power of Attorney to act on behalf of the Resident if such need should arise. An executed copy of each document shall be provided to Owner.

- G. Will** - Resident is strongly encouraged to have a Will providing for the disposition of his/her real and personal property and the provision for proper burial at his or her own expense. Resident shall notify Owner as to the location of and the person named as Executor of such Will.

- H. Use of the Living Accommodation** - Resident shall not use or permit the Living Accommodation to be used in any manner which violates Owner's rules and regulations or any zoning ordinance, fire or safety code, or other governmental law or regulation.

- I. Transfer of Property** - Resident acknowledges that he/she has financial obligations to Owner under this Agreement and that Owner is a creditor of Resident. Resident shall not transfer or assign assets or incur other liabilities which would hinder Resident's performance of the obligations of this Agreement.

- J. Joint and Several Liability** - Throughout this Agreement, unless the context otherwise requires, the term “Resident” shall include both occupants, whether spouse or roommate, in cases of double occupancy, and the rights and obligations of the Resident set forth herein shall be joint and several.
- K. Successors and Assigns** - Except as set forth herein; this Agreement shall be binding upon and inure to the benefit of the successors and assigns of Owner and the heirs, executors, administrators and guardians of Resident.
- L. Management at Carlyle Place, Navicent Health** - Owner reserves to itself complete discretion in setting policy and procedures and managing Carlyle Place, Navicent Health.
- M. Right of Entry** - The Resident recognizes and accepts the responsibility of Owner, its employees and agents to enter the Resident's Living Accommodation, from time to time, to carry out the purpose and intent of this Agreement. Such entry includes, but is not limited to: (1) performance of scheduled housekeeping duties; (2) response to emergency call system; (3) response to automatic fire/smoke alert system; (4) entry by authorized staff in the event Resident is reported missing or having not responded to a call; (5) scheduled maintenance procedures; and (6) emergency maintenance procedures necessitated by equipment, appliance, or structural failure.

Owner recognizes the Resident's right to privacy and Owner's responsibility to limit entry to the Living Accommodation to legitimate emergencies and scheduled work as set forth in this paragraph or communicated in advance to the Resident.

- N. Guests** - Resident may receive visitors and guests for visits in his/her Living Accommodation upon such reasonable terms and conditions as Owner may establish from time to time, as published in the Resident Handbook. Owner has the right to limit or terminate the stay of any guest at any time and for violation of published rules. At all times, Resident is responsible for any injury to others or damage to the property of others or Owner by the visitor(s) or guest(s) of a Resident. The Resident is also responsible for the appropriate conduct of visitors and guests while at Carlyle Place, Navicent Health. Guests may use Owner guest accommodations for a limited period of time, at a reasonable charge.
- O. Pets** - Resident may have certain specified pets within their Living Accommodation in strict accordance with the rules and regulations established and published by Owner in the Resident Handbook.

- P. Rules Adopted by Owner** - Owner reserves the right to adopt policies, procedures and rules regarding residency consistent with the provisions of this Agreement. Resident shall observe the rules adopted by Owner for the convenience, comfort and safety of all.
- Q. Governing Law** - This Agreement is made under and shall be governed by the laws of the State of Georgia.
- R. Reserve Funding** - If the State of Georgia should require Owner to deposit any monies into a reserve fund, Owner shall fund such monies out of its corporate funds.
- S. Entire Contract in This Agreement** - This Agreement constitutes the entire contract between Resident and Owner. Owner is not liable for nor bound in any manner by any statement, representations, or promises made by any person representing or purporting to represent Owner unless such statements, representations, or promises are set forth in this Agreement.
- T. Amendments** - This Agreement may not be amended or modified except by written agreement signed by the parties hereto. Any special or additional understandings are attached hereto as Addenda and incorporated herein by reference. Notwithstanding the above, the parties agree that this Agreement shall comply, to the maximum extent possible, with all Federal and State laws, including, without limitation, Section 33-45-1 *et seq.* of the Official Code of Georgia Annotated dealing with the regulation of continuing care providers and facilities. Any ambiguity in this Agreement shall be resolved by an interpretation which is consistent with all such laws to the maximum extent possible. The provisions of this Paragraph V to the contrary notwithstanding, the parties agree that Owner may delete and remove from, or amend and modify, any provision of this Agreement which in the Owner's sole determination poses substantial adverse legal risk to the Owner under said laws. Such action may be taken by the Owner only after it seeks and obtains an opinion from its legal counsel that the particular provision in this Agreement considered for removal or modification creates a substantial adverse legal risk to the Owner. If the Owner should so decide, then this Agreement shall be deemed amended as directed by legal counsel effective on the date of the Owner's decision. Written notice of this action shall be sent to the Resident within ten (10) days following said effective date.
- U. Resident's Rights** - **CARLYLE PLACE, NAVICENT HEALTH AND ALL OTHER CONTINUING CARE FACILITIES IN THE STATE OF GEORGIA ARE REGULATED BY CHAPTER 45 OF TITLE 33 OF THE**

**OFFICIAL CODE OF GEORGIA ANNOTATED. A COPY OF THIS LAW IS ON FILE AT CARLYLE PLACE, NAVICENT HEALTH. THE LAW GIVES YOU OR YOUR LEGAL REPRESENTATIVE THE RIGHT TO INSPECT OWNER'S MOST RECENT ANNUAL STATEMENT BEFORE SIGNING THIS AGREEMENT.**

- V. **Notices** - All notices under this Agreement shall be in writing and shall be (1) delivered in person or (2) mailed, postage prepaid, either by registered or certified mail, return receipt requested, addressed to the Resident at the address of the Living Accommodation if such notice takes place after Resident has begun occupying the Living Accommodation, or otherwise at the address set forth following Resident's signature to this Agreement, and to Owner at 5300 Zebulon Road, Macon, Georgia 31210, or at such other address, as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto.
  
- W. **Resident's Acknowledgment/Signature to this Agreement** - By signing this Agreement, Resident acknowledges that Owner has presented to him/her a copy of this Agreement prior to the transfer of any money or other consideration to Owner.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**"OWNER"**

CENTRAL GEORGIA SENIOR HEALTH, INC.

Witness: \_\_\_\_\_

By: \_\_\_\_\_

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

**Addendum to Residence and Life Care Agreement**

**Entrance Fee Deposit** - As a condition to becoming a resident of Carlyle Place, Navicent Health, Resident agrees to pay the following Entrance Fee for the Living Accommodation:

(1) 90% Refundable Plan \_\_\_\_ (2) 50% Refundable Plan \_\_\_\_ (3) Declining Plan \_\_\_\_

- 1. Entrance Fee For Living Accommodation selected \$ \_\_\_\_\_
- 2. Plus: Second Person Entrance Fee \$ \_\_\_\_\_
- 3. Total Entrance Fee Due \$ \_\_\_\_\_
- 4. 10% Deposit Amount \$ \_\_\_\_\_
- 5. Deposit Due Upon Signing of this Agreement \$ \_\_\_\_\_
- 6. Balance of Entrance Fee payable five (5) days prior to Occupancy \$ \_\_\_\_\_

**Any refund due to Resident under Paragraph F. of Section X will be made to the Resident's estate (or, if two persons occupy a living accommodation, the surviving spouse's estate) unless legal documentation has been presented stating otherwise.**

Witness: \_\_\_\_\_

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
Date

Witness: \_\_\_\_\_

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
Date

