

LAKEWOOD PLACE

L O U D O N T E N N E S S E E

ASSISTED LIVING ESTABLISHMENT CONTRACT

This Assisted Living Establishment Contract dated this ____ day of _____, 20__ is made by and between Senior Solutions Management Group, L.L.C., doing business as:

Name of Community: **Lakewood Place**

Located at: **1125 Grove Street Loudon, TN 37774**

and _____

In consideration of the Landlord's acceptance of you as a resident at the Establishment, _____ agrees to act as the "Financially Responsible Party" and/or _____ agrees to act as the "Resident's Representative," accepting their respective rights and obligations as set forth in this Agreement. Landlord has engaged Senior Solutions Management Group, L.L.C. and Lakewood Place Community to act as manager of the Establishment. Landlord, Resident, Financially Responsible Party, Resident's Representative and Manager are collectively referred to herein as the "Parties," or individually as a "Party".

1. TERM.

This Agreement shall become effective on _____ and shall have a term of one (1) month unless terminated earlier as provided below. Following the end of a Term, and provided that you are not in default under this Agreement, this Agreement shall automatically renew for an additional one (1) month Term, unless either Party sends a written notice of termination as provided below.

2. ACCOMMODATIONS.

- A. **Your Room.** You will reside in Room Number _____ at the Establishment. You may furnish the Room with your own furniture or you may use our furniture.
- B. **Common Areas.** You can use the general-purpose rooms of the Establishment, such as lounges, library, and meeting rooms, as applicable.
- C. **Dual Occupancy.** If two of you reside in the Room with dual occupancy and one of you passes away or vacates the Room (whether voluntary or involuntary) during the Term of this Agreement, this Agreement shall continue in full force and effect with respect to the remaining resident less the Second Person Fee as applicable.
- D. **Personal Residence.** You agree to occupy the Room only as a personal residence and will not use the Room for any unlawful purpose. You will not create or allow in your Room a nuisance or a condition that is a potential fire, safety or health hazard. You will not store or possess at the Establishment or the Room any explosives, firearms, noxious chemicals or hazardous substances. You will be the only occupant(s) of the Room.

- E. **Maintenance and Alterations.** You agree to maintain the Room in a clean, sanitary and orderly condition. When you vacate the Room, it shall be in as good condition as on the Effective Date, excluding normal wear and tear. You can decorate the Room as you wish provided that you comply with the rules of the Landlord. The Landlord must give prior written approval for any changes or alterations to the Room that require the assistance of electricians, contractors or similar professionals; and you will be responsible for restoring the original décor when you vacate the Room. Any alterations or improvements shall become the property of the Landlord. You may not change any lock or add any lock or locking device to the Room.
- F. **Liability for Damage.** You agree to reimburse the Landlord for any loss of, or damage to, the Landlord's real or personal property, inside or outside of the Apartment, caused by you, your guests, or your Private Duty Assistant (defined below).
- G. **Move to New Room.** If you wish to change rooms within the Establishment and the Landlord's Executive Director approves your request for an apartment change, you shall pay a relocation fee of Ten Dollars (\$10.00). You will be responsible for arrangements for your move and for handling related expenses.
- H. **Absences from the Establishment.** If you are temporarily absent from the Establishment, you will continue to be responsible for the Rent and other charges due under this Agreement.

3. SERVICES.

- A. **Services.** Exhibit A to this Agreement details the basic services provided at the Establishment as part of your Rent. Exhibit B to this Agreement describes additional services that you may request for an additional fee.
- B. **Meals.** The Establishment will make available three (3) nutritionally well balanced meals per day. Basic modified diets will be available to you if prescribed by your physician as a medical necessity, or if otherwise requested by you, at no additional charge. You can have tray service to your Apartment for an extra fee as set forth in Exhibit B. You may invite guests to any meal for an extra charge, but the Establishment requests 4 hours advance notice.
- C. **Activities.** The Establishment will provide planned activities and opportunities for community participation subject to your physical ability to participate. Participation in some exercise or fitness programs may require a liability waiver. An additional charge may apply to activities outside of the Establishment.
- D. **Transportation.** As part of your Rent, the Establishment will provide regularly scheduled transportation services or arrange for your transportation to planned social events, local attractions, shopping destinations and to your medical, dental, nursing, or mental health appointments within reasonable proximity. The Establishment's staff can provide you with schedules and destinations for the regular transportation service. If the Establishment makes other transportation arrangements available to you, you will be charged an extra fee as set forth in Exhibit B. All other transportation is your responsibility.
- E. **Maintenance.** The Landlord shall maintain in good order and repair all plumbing, toilet facilities and other fixtures installed for the general supply of hot and cold water, and HVAC.
- F. **Laundry and Housekeeping Services.** The Landlord will provide the housekeeping services set forth in Exhibit A.
- G. **Personal Supplies.** You shall provide your own supplies for personal care and hygiene.

- H. **Parking.** If you own a car and maintain a current valid driver's license, registration and insurance, the Landlord will provide you (subject to availability) with the use of a parking space to accommodate a standard size vehicle. The Landlord assumes no responsibility for loss or damage to the vehicle or its contents, parked on Establishment property, however caused.
- I. **Notification of Third Parties.** In the event that the Resident requires emergency services or experiences a significant change in condition, the Establishment will attempt to contact the Resident's Representative and/or Responsible Party timely, using best efforts. The Resident is responsible for ensuring that the Establishment has current telephone numbers for the individuals to be notified. The Resident's Representative and/or Responsible Party will also be contacted in the event that this Agreement is being terminated.

4. **WELLNESS SERVICES.**

- A. **Required Medical Evaluation.** The Resident agrees to have a medical assessment completed by a physician no more than one hundred twenty (120) days prior to the Effective Date of the Agreement. The Resident must also have a medical assessment completed by a physician when he/she experiences a significant change in condition. The Resident also agrees to provide a copy of the Resident's annual medical evaluation to the Establishment. Failure to have a medical assessment completed will result in termination of the Agreement.
- B. **Resident Service Plan.** A service plan will be developed based on the medical assessment completed by the Resident's physician and the evaluation completed by the Establishment. The Resident's service plan will be developed with the Resident and/or any individual the Resident designates with the Establishment staff. The service plan will outline the services the Resident is to receive. The service plan will be reviewed quarterly and whenever the Resident experiences a significant change in condition. The service plan will be revised as necessary. The Resident may examine his/her service plan at any time.
- C. **Assistance with Activities of Daily Living.** The Establishment will provide to the Resident the assisted living services agreed upon and described in Exhibit A. The Establishment will conduct an initial assessment, a thirty day assessment, and then quarterly assessments of the Resident.
- D. **Observation.** The staff, in the ordinary course of their daily interaction with you, shall periodically observe your health condition, activities and diet, in order to identify changes in your health and your physical, mental, and emotional functioning. You will not be under constant observation or supervision.
- E. **Arranging for Outside Services.** The staff will assist you in making needed appointments with professionals offering medical, dental, nursing, or mental health services and with accessing community resources and transferring to outside facilities as needed and prescribed by your physician.
- F. **Medications.** The staff will provide to you in your Room help and/or assistance with your medications in your room or at the specified medication area. Each resident that decides to self-medicate must keep medications under lock and key at all times. If the Establishment determines that applicable state law prohibits it from providing to you in your Room the amount of help and/or assistance with medications that you need, you agree to transfer to an outside facility that provides a higher level of care.

- G. **Resident Records.** The Establishment maintains certain records on each of its residents that may contain medical and other personal information. You have the right to review your record or to authorize, in writing, members of your family to review your record. All resident information and records are confidential and are not released without your written consent or the written consent of your authorized legal representative. Records are normally provided within twenty-four (24) hours of the request. The Resident's right to refuse release of personal and medical records does not apply when the Resident is transferred to another health care facility or record release is required by law or third party payment contract. The state has the authority to examine such records as part of its licensing activities without your consent.
- H. **Medical or Other Emergency.** In the event of an emergency, you shall contact the staff and, if appropriate, the staff will summon emergency service personnel to assist you. If the situation is not deemed an emergency by the staff, the staff has the discretion to instead contact your Financially Responsible Party, Resident Representative and/or your physician as appropriate. Where the staff judges a situation to be a possible medical emergency (and you do not agree), the staff has the right (but not the obligation) to take whatever steps are necessary to meet your emergency medical needs, including summoning emergency service personnel. Any costs incurred, even if the Staff ordered the emergency medical services, will be your sole responsibility.
- I. **Excluded Services.** The Landlord shall not be responsible for furnishing or paying for any supplies or services not expressly included in this Agreement, including, without limitation, hospital services, physicians' services, nursing services, skilled nursing facility services, private duty assistants, medications, personal supplies, toiletries, vitamins, eyeglasses, eye examinations, hearing aids, ear examinations, dental work, dental examinations, orthopedic appliances, laboratory tests, x-ray services, rehabilitative services, or any other care or equipment beyond the Establishment's routine levels of staffing and equipment. The Landlord has no express or implied duty to provide services not listed in Exhibits A, B or C (the "Contractual Services").

5. RENT.

You agree to pay in advance on the first (1st) day of each month during the Term the amount of _____ Dollars (\$) (the "Rent"). When there are charges for less than one full month, the Rent will be pro-rated based on the number of days in the given month. The Landlord anticipates that the Rent will be adjusted annually, but reserves the right to adjust the Rent upon sixty (60) days prior written notice to you. The fees resulting from Exhibit B services are also due on the first of the month.

6. PAYMENT AND LATE CHARGES.

Your stay at the Establishment will be paid for by _____ [Resident's name or Responsible Party]. If a third party pays your bills, their non-payment of any amounts due pursuant to this Agreement shall not relieve you of any obligation to pay such amounts. If the Rent, Wellness Fee or any other amount due under this Agreement is not paid on the first of the month, the Landlord may charge you twenty-five Dollars (\$25.00) to cover administrative expenses. Failure to make timely payments may result in the Landlord terminating this Agreement. Medicaid does not pay for services provided at the Establishment.

7. **ESTABLISHMENT SERVICE FEE.**

You shall pay a non-refundable Establishment Service Fee of Fifteen Hundred dollars (\$1500.00) to the Landlord concurrently with the execution of this Agreement, which covers administrative costs regarding your application and other administrative fees.

8. **ASSISTED LIVING.**

- A. **Admission/Retention Criteria.** The criteria applied by the Establishment for the admission and discharge of assisted living residents are set forth in The Resident Handbook.
- B. **Licensing.** The Establishment is licensed as an Assisted Living Establishment governed by the State. The State shall conduct an annual, unannounced, on-site visit of the Establishment to determine compliance with applicable licensure requirements and standards. Additional visits may be conducted without prior notice to the Establishment. During on-site reviews, State representatives may observe staff and residents in the common areas of the Assisted Living Section of the Establishment, communicate privately with any resident who consents, and inspect the residents' clinical and administrative records with the residents' written permission. State representatives may only enter a resident's Apartment if the resident grants permission and entry.
- C. **Assisted Living.** The Establishment consists of residential rooms for seniors who are capable of living on their own, provided they have assistance with certain activities of daily living ("Assisted Living"). The Establishment is not licensed to provide 24-hour skilled nursing care or care for serious psychiatric disorders, and is not intended as a substitute for a nursing home. The Landlord has no duty to provide, or obtain for you, nursing or health care services other than what is agreed to in Exhibit A. You agree that the Landlord has no duty to assess, diagnose, examine or treat any medical, psychological or health care condition you might have or develop.
- D. **Release and Assumption of Risk.** With the freedom and independence of Assisted Living come certain risks of personal injury, such as falls or broken bones. You knowingly and voluntarily agree to assume all risks related to or arising from living in the Establishment, and not a facility that offers a higher level of care. You agree to waive, release, indemnify, defend and hold harmless the Landlord, its Manager, and their employees and affiliates from and against all liability, loss, costs (including attorneys' fees) or claims pertaining to or arising from their failure to obtain or furnish services beyond the Contractual Services.
- E. **Injury by Others.** You agree that the Landlord, its Manager, and their employees and affiliates are not responsible or liable for injury or loss sustained by you as a result of the act or omission of other residents, their guests or Private Duty Assistant.
- F. **Transfer to Meet Care Needs.** If at any time, the Establishment's staff or a physician determines that the Establishment cannot meet your needs, this Agreement will be terminated and you agree to transfer to another facility that is appropriate for your needs. Upon determination by the Establishment that the Resident needs services beyond those provided by the Establishment, the Resident (together with the Resident's Representative and Responsible Party) shall be notified that the Agreement is terminated and the Resident shall be transferred to an appropriate care setting. The Establishment shall assist the Responsible Party or Resident's Representative with discharge planning and referrals.

9. PRIVATE DUTY ASSISTANTS.

- A. **Services from Third Parties.** All third party contractors, outside caregivers, companions, private duty aides and other personnel (collectively "Private Duty Assistants") employed or engaged by you to render services to you at the Establishment can do so only if both you and the Private Duty Assistant comply with the Landlord's policy on Private Duty Assistants and complete the forms and agreements referenced therein. The Private Duty Assistant needs the prior permission of the Landlord, which may be revoked by the Landlord in its sole discretion. It is your responsibility to ensure that your Private Duty Assistant complies with the Landlord's rules, regulations, Resident Handbook and general policies, together with any specific policies and rules governing Private Duty Assistants. You hereby authorize and direct that the records regarding you kept by your Private Duty Assistant will be released to the Establishment upon request.
- B. **Injury Caused by Private Duty Assistant.** The Resident is responsible for all injury or damage caused by a Private Duty Assistant, including injury to the Resident. The Landlord has no responsibility for the care (or lack thereof) provided by the Private Duty Assistant. The Resident hereby indemnifies, holds harmless and releases Landlord, its Manager, and their employees and affiliates from and against all liability, loss, costs (including attorneys' fees) or claims pertaining to or arising from the acts or omissions of the Private Duty Assistant.

10. ACCESS TO YOUR ROOM.

The staff may enter your Room for any reasonable purpose, including, but not limited to, performing housekeeping, maintenance and other services described in this Agreement. The Landlord will attempt to notify you in advance that a staff member will enter your Apartment for non-routine events. You agree to allow the Landlord to show the Apartment during reasonable hours to prospective residents within the last thirty (30) days of the Term.

11. YOUR RIGHTS AND RESPONSIBILITIES.

- A. **Rules, Regulations and Resident Handbook.** You agree to abide by the Landlord's Rules, Regulations and Resident Handbook as they now exist and as amended. A copy of the Landlord's rules, regulations and the Resident Handbook has been provided to you. You, your guests and Private Duty Assistant shall conduct themselves in a manner that is peaceful and harmonious, and will not engage in conduct that interferes with or jeopardizes the health, safety, or peaceful lodging of the residents, staff and others at the Establishment.
- B. **Loss/Theft and Insurance.** You are responsible for providing at your own expense insurance to protect you and your personal belongings against loss or injury. You are strongly urged to procure insurance including health, life, disability, property, renter's and, if applicable, motor vehicle insurance for your own protection. The Landlord shall not be responsible for the loss of any property belonging to you due to theft or any other reason, unless such loss is directly caused by the Landlord's staff.
- C. **Your Liability to Others.** You accept sole responsibility for any loss, injury or damage to others, to yourself, the Apartment, the Establishment and the Landlord caused by or resulting from, in whole or in part, your own acts or omissions, or those of your guests and Private Duty Assistant. You agree to indemnify, defend and hold

harmless the Landlord, its Manager, and their employees and affiliates from and against all liability, loss, costs (including attorneys' fees) or claims pertaining to or arising from such loss, injury or damage.

- D. **Admission Information.** You represent that the information set forth on your application forms, health history and medical report, personal interview and emergency information records, as applicable, is true and correct. Any substantive inaccurate statement made by you, including your age, finances, resources and health history may render this Agreement voidable and/or immediately terminated at the option of the Landlord. You agree to submit updated copies of the above forms upon request from the Landlord, when required by state regulations or when you become aware of a change in your medical condition.
- E. **Resident Rights.** The Resident has been advised and received a copy of Resident Rights. The Establishment shall not deprive Residents of any rights, benefits, or privileges guaranteed by law, the Constitution of the State of Georgia, or the Constitution of the United States solely on account of his or her status as a resident.
- F. **Complaint Resolution Procedure.** All Residents are encouraged to exercise their rights as a resident and citizen. Grievances, and recommendations for changes in policies and services, may be voiced to facility staff or outside representatives without interference, discrimination, reprisal, coercion, or restraint. Residents are encouraged to bring their concerns to the Executive Director. The following Parties are also available to assist the Resident with resolution of complaints:

Chris Sides or Todd Barker
Senior Solutions Management Group
3651 Peachtree Parkway Ste. E-153
Suwanee, GA 30024-6009

- G. **Resident's Copy of the Agreement.** You will be given a duplicate original of this Agreement.
- H. **Bed Hold Policy.** The Community will not reserve a bed for you if you are temporarily admitted to a nursing home, health care facility or psychiatric facility.
- I. **Notice of Absences.** When you are going to be temporarily absent from the Community, you agree to give prior notice to the Community's staff. You agree to let the Community know your general whereabouts at all times.

12. **TERMINATION OF AGREEMENT.**

- A. **Termination by Resident.** You may terminate this Agreement for any reason by giving the Landlord at least thirty (30) days prior written notice of termination. Where a physician certifies that it is proper for you to relocate to a facility that provides greater care than provided at the Establishment, you may terminate this Agreement by giving the Landlord written notice of termination, together with a copy of the certification. You will continue to be responsible for your Rent and any other fees payable under this Agreement until the notice period has expired or until you have vacated your Apartment as described below, whichever is later.
- B. **Termination by the Landlord.** The Landlord may terminate this Agreement for any reason by giving thirty (30) days prior written notice to you. You will continue to be responsible for your Rent and any other fees payable under this Agreement

until the thirty (30) day period has expired or until you have vacated your Apartment as described below, whichever is later.

- C. **Landlord's Termination for Health or Safety Reasons.** Based upon the discharge criteria set forth in the Resident Handbook, the Landlord may terminate this Agreement immediately upon written notice and require your immediate transfer from the Establishment. You will continue to be responsible for your Rent, and any other fees payable under this Agreement until you have vacated your Apartment as described below.
- D. **Termination by Mutual Agreement.** The Agreement may be terminated immediately at any time upon agreement of the Parties.
- E. **Termination by Resident's Estate.** This Agreement shall terminate fifteen (15) days after the Landlord receives written notification that the Resident has passed away, or date that your Apartment is vacated as described below, whichever is later.
- F. **Vacating the Apartment.** You shall remain liable for the Rent and your Room shall not be considered vacated, until all of your property is removed from the Apartment. If your property is not removed from the Room, the Landlord may, upon fourteen (14) days advance written notice (i) remove your property from your Apartment and charge for the actual costs of moving and storage or (ii) dispose of your property in accordance with state law.
- G. **Refund of Prepaid amounts.** Amounts that you have prepaid will be returned to you pro rata within thirty (30) days following your vacating the Apartment, minus all sums owing to the Landlord, including (i) unpaid Rent, and other charges that you owe to the Landlord under this Agreement; (ii) the costs of repairing any of the Landlord's property that was damaged by you, your guests, or your Private Duty Assistant; and (iii) any expense incurred by the Landlord to remove and/or store any of your property that was not removed. If the amount you owe to the Landlord exceeds the sum of the prepaid amounts, the Landlord will bill you for the difference.
- H. **Holding Over.** If either you or the Landlord gives notice of termination and you remain in the Apartment after the notice period, then your Rent shall increase to 150% of its current level until the Apartment is vacated.

13. AGREEMENT TO ARBITRATE.

The Parties desire to resolve disputes between them as expeditiously and economically as possible. Therefore, any claim or dispute (including those based on contract, negligence or statute) amongst the Parties, involving an amount in excess of \$15,000, arising out of or related to this Agreement, the Establishment or the services/care provided to the Resident, shall be determined by arbitration in Illinois, before a sole arbitrator. The arbitration shall be administered by JAMS (formerly Judicial Arbitration and Mediation Services) pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. The Parties agree that this Agreement evidences a transaction involving interstate commerce. The U. S. Arbitration Act shall govern the interpretation, enforcement, and proceedings pursuant to the arbitration provisions in this Agreement. The arbitrator may award economic and non-economic damages, but shall have no authority to award punitive damages to any Party. Each side shall bear an equal share of the arbitrator's fees and the costs of the arbitration.

14. A. WAIVER OF JURY TRIAL.

In any dispute arising between the Parties, each Party hereto waives its right to a trial by jury in any action, proceeding or counterclaim brought by any Party against any other Party. The prevailing Party shall be entitled to an award of reasonable costs and attorney fees.

B. LIMITATIONS OF LIABILITY PROVISION.

The parties to this Agreement understand that the purpose of this "Limitation of Liability Provision" is to limit, in advance, each party's liability in relation to this Agreement. Liability for any claim brought by a party of this Agreement against the other party, including but not limited to a claim by the Facility for unpaid charges, or a claim by a Resident, or by a Resident's Estate, Agent or Legal Representative, arising out of the care or treatment received by the Resident at the Facility, including without limitation, claims for medical negligence or violation(s) of Georgia Statutes, arising from simple or gross negligence, shall be limited as follows:

- (1) Net economic damages shall be awardable, including, but not limited to, past and future medical expenses, offset by any collateral source payments.
- (2) Non-economic damages shall be limited to a maximum of \$250,000.
- (3) Interest on unpaid wellness charges shall not be awarded.
- (4) Punitive damages shall not be awarded.

15. ADVANCE DIRECTIVES.

If you have executed an advance directive or if you execute such documents after you move into the Establishment, it is your responsibility to inform the staff and supply a copy to the Establishment. (The term "advance directive" includes health care powers of attorney, living wills, or other documents that describe the amount or type of health care that you would want to receive at a time when you can no longer communicate those decisions directly to a physician or other health care professional.) If you provide a copy of your advance directive to the Establishment, the Establishment will endeavor to provide it to health care professionals who are called to assist you in the event of an emergency or otherwise. The Establishment does not guarantee that your advance directive will be given to such health care professionals nor does it guarantee that such health care professionals will abide by its terms. It is also your responsibility to inform the Establishment if you revoke or change your advance directive.

16. FINANCIALLY RESPONSIBLE PARTY.

The "Financially Responsible Party" is jointly and severally liable with the Resident for all monetary obligations under this Agreement, including the payment of the Rent, and all other amounts that become due to the Landlord under this Agreement. The Financially Responsible Party may also be the Resident's Representative.

17. RESIDENT'S REPRESENTATIVE.

"Resident's Representative" means an individual designated by the Resident to assist the Resident in making decisions about the Resident's care or has been designated to make decisions on the Resident's behalf regarding the Resident's care. This may include an individual that holds a power of attorney or guardianship. The Resident's Representative may also be the Financially Responsible Party.

18. **OWNERSHIP and NO RELIGIOUS AFFILIATION.**

The Establishment is leased by Lakewood Place with its principal place of business located at 1125 Grove Street Loudon, TN 37774. The Property Manager of the Establishment is Senior Solutions Management Group L.L.C. (the "Manager") located at 3651 Peachtree Parkway, Suite E-153 Suwanee, GA, 30024. The Landlord and the Manager have authorized the following person to accept service on their behalf:

The Community is not affiliated with any religious organization.

19. **MISCELLANEOUS.**

- A. **Fire or Casualty.** If your Room or the Establishment is damaged or destroyed by fire or casualty so as to make it uninhabitable, the Landlord may terminate this Agreement immediately on notice to you or may abate the Rent until the Apartment is restored to habitable condition. The Landlord shall have no obligation to repair or restore the Apartment or the Establishment in the event of a fire or other casualty.
- B. **No Waiver.** The failure by any Party to enforce any of its rights under this Agreement shall not be deemed a waiver of any right, which that Party has under this Agreement.
- C. **Entire Agreement.** This Agreement, along with the attached exhibits, constitute the entire agreement between you and the Landlord and may be amended only in writing.
- D. **Assignment or Subletting.** You shall not let, sublet, assign or transfer this Agreement, or all or any part of the Apartment, without the prior written consent of the Landlord. This Agreement may be freely assigned by the Landlord to any of its affiliates, parents, subsidiaries, successors or assigns.
- E. **Notice.** Notices required by this Agreement shall be in writing and delivered either by personal delivery, overnight delivery service or U.S. mail (certified or registered mail, return-receipt-requested, with all postage and charges prepaid). Notice to the Landlord and/or Manager shall be sent to the attention of the Executive Director at the Establishment's address listed above. Notice to you shall be sent to your Room at the Establishment's address listed above, with a copy to the Financially Responsible Party (if there is one) at the following address:

and a copy to the Resident's Representative (if there is one) at the following address:

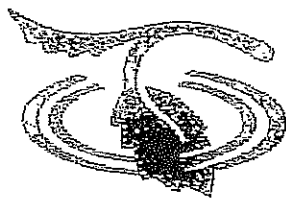
- F. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, this Agreement shall be read as if such unenforceable provision was not included and all other provisions of this Agreement shall continue in full force and effect.
- G. **Successors.** The respective rights and obligations provided in this Agreement shall bind and shall inure to the benefit of the Parties hereto, their legal representatives, heirs, estates, successors and assigns.

- H. **Survival.** The rights and obligations of the Parties set forth shall survive the termination this Agreement; together with all rights of indemnification.
- I. **Governing Law.** Except as noted above this Agreement shall be governed by and construed under the laws of the State without regard for its conflict of laws or principles.
- J. **Headings.** The headings contained herein are for convenience of reference only and are not intended to define, limit, or describe the scope of intent of any provision of this Agreement.
- K. **Authorization to Release Medical Information.** You hereby authorize your health care providers to release your medical information and medical records to the Establishment as needed.
- L. **Incompetence.** If you become legally incompetent, or are unable to properly care for yourself or your property, and you have made no other designation of a person or legal entity to serve as your guardian or conservator; you hereby grant authority to the Establishment to apply to a court of competent jurisdiction for the appointment of a conservator or guardian.
- M. **Risk Management Process.** The Establishment maintains a risk management process to identify and reduce potential liability, which includes providing you with the following information:
- a. **General Provisions**
- i. **No One-On-One Care.** You understand that the Community will not be providing you with one-on-one staff assistance at all times. Rather, at limited time periods during the day, you will receive supervision or assistance from the staff as defined by the level of service under this Residency Agreement. There will be times that you will be in your private room, hallway or common areas of the Community, including outdoors, without a staff member present to supervise, observe or assist you. This is all part of the Assisted Living Community goal of allowing you to live as independently as possible, and with as much personal privacy, dignity, and personal decision-making as possible, and in the least restrictive environment.
- ii. **Staff Response Time.** You and your Responsible Party also fully understand and appreciate the fact that, because you will not be receiving one-on-one staff supervision or assistance, your requests for non-emergency staff assistance will often not be responded to immediately. In fact, you and your Responsible Party understand that a non-emergency request, for example a request to be assisted with changing into your nightgown, assisted with a shower or bath, assisted to the bathroom, etc., may take approximately 5-10 minutes to be responded to. If you desire quicker response time, you and your Responsible Party understand that you will need to hire a private helper/companion. If you desire quicker response time and you are not willing to pay for a Private helper/companion, then this is not an appropriate community for you.
- iii. **Independence.** You and your Responsible Party understand that because you will be given as much independence, privacy and personal decision-making as possible, there may be times when you are injured trying to independently perform your activities of daily living such as walking, getting dressed, bathing, transferring from your bed to bathroom, chair to bed, etc. You and your Responsible Party hereby agree that injuries, including those from falls, which occur while you are performing an

activity that your physician has designated as an activity that you can perform independently, cannot reasonably be prevented.

- iv. Activities Done Without Supervision/Assistance. You and your Responsible Party also agree that for any activity designated by your doctor as requiring supervision or assistance, which you decide to perform *without* reasonably requesting or waiting for staff supervision or assistance and which thereby results in an injury to you, is not the fault of the Community.
- b. **FURTHERMORE**, you and your Responsible Party agree that the following events may occur, and result in injury to you, and will not be reasonably prevented by the Community:
- i. You may chose not to request staff supervision or assistance before attempting to perform an activity of daily living such as walking, dressing, transferring, bathing, etc.
 - ii. You may forget to request staff supervision or assistance before attempting to perform an activity of daily living such as walking, dressing, transferring, bathing, etc.
 - iii. You may request staff supervision or assistance but then decide to perform an activity of daily living before the staff member has been able to reasonably respond to your request.
 - iv. You may choose to exercise your right to refuse medications or refuse to follow your doctor's advice.
 - v. You may refuse to comply with staff's recommendation to use a cane, walker, wheelchair, or other safety precautions.
 - vi. You may exercise your right to refuse therapy.
 - vii. You may exercise your right to refuse to have a private helper/companion.
- c. Falls. As we get older, generally we begin to experience an increase in falls, often due to our decreased eyesight, weaker muscles, slower response time, shuffling gait and/or side effects of our medications. You and your Responsible Party understand that this Community cannot guarantee that you will not experience a fall, or an injury from a fall, at the Community.
- d. Role of Your Doctor. You and your Responsible Party understand that *only* your Doctor can do the following: (1) prescribe any medications or treatments for you; (2) diagnose any medical condition that you may have; (3) order any lab work, therapy or limitations on your activities that the doctor deems appropriate and (4) determine if any follow-up action is necessary based on the results of your lab work. The Community's Staff cannot prescribe medications, nor can they make a medical diagnosis or order lab work, physical, speech or occupational therapy, etc.

[Signature page to follow.]



LAKEWOOD PLACE

L O U D O N T E N N E S S E E

IN WITNESS WHEREOF, this Assisted Living Establishment Contract is entered into as of the date set forth above.

Name of Establishment:

By: _____ Assisted Living Community

By: _____ Assisted Living, L.L.C.,

Its property Manager

Name: _____
Title: Executive Director

Resident

By: _____

Name: _____

Financially Responsible Party

By: _____

Name: _____

Resident's Representative

By: _____

Name: _____