

NOTICE REQUIRED BY SECTION 15-48-10 OF THE SOUTH CAROLINA CODE OF LAWS, 1976, IS HEREBY GIVEN THAT THE FOLLOWING AGREEMENT IS SUBJECT TO ARBITRATION.

THE RESIDENCES AT PARK PLACE ASSISTED LIVING RESIDENT AGREEMENT

This Agreement is made between American Senior Living Communities, Inc., a South Carolina corporation doing business as The Residences at Park Place (referred to hereinafter as "RPP") and _____ ("Resident(s)"), and is subject to the following fees, terms and conditions and in compliance with all applicable laws and regulations.

REPLACE THIS COVERSHEET WITH RESIDENT SPECIFIC COVERSHEET

American Senior Living Communities, Inc.

d/b/a THE RESIDENCES AT PARK PLACE

By: _____

1st Resident _____

Title: _____

2nd Resident _____

Responsible Party (if different from Resident)

This Agreement shall be effective as of _____, 20____.

Standard Terms and Conditions

RPP is certified by the South Carolina Department of Health and Environmental Control (“DHEC”) and is located in Seneca, South Carolina. RPP is operated on a non-discriminatory basis and affords equal treatment and access to services to eligible persons regardless of race, color, religion, sex, national origin, or ancestry.

The Resident has applied for accommodations at RPP and the Resident’s application has been accepted. The purpose of this Resident Agreement is to provide a statement of the services that will be furnished to the Resident at RPP and the other legal obligations that RPP will assume. This Agreement also sets forth the Resident’s legal obligations to RPP, both financial and non-financial.

I. BASIC SERVICES

The following are the basic services available at RPP:

A. Living Accommodations.

1. Residence. The Resident may live in the Apartment on a month-to-month basis, subject to the terms of this Agreement and to the general policies of RPP, contained in the Resident Handbook, as it now exists and as it may later be amended.
2. Utilities. The Resident’s Apartment will be furnished with, as appropriate, water, electricity, heat, air conditioning, phone connection, Internet Broad Band Connection and cable television as part of the Resident’s monthly fees.
3. Furnishings. The Resident may furnish the Apartment with the Resident’s own furniture. The Resident is also free to use the Resident’s appliances and special equipment, (see listing of allowable electrical items) provided that RPP’s safety standards are met. The Resident or the Resident’s estate will be responsible for removing all of the Resident’s furnishings when the Apartment is vacated.
4. Emergency Response and Fire Protection System. The Resident’s Apartment will be equipped with an emergency call system, smoke detector and sprinkler system. Staff will monitor the call system 24 hours a day.
5. Maintenance. RPP will perform all necessary maintenance and repairs of the Apartment due to normal wear and tear at its own expense. However, the Resident will be responsible for reimbursing RPP for any repairs not caused by normal wear and tear.
6. Alterations. Any physical change to the Apartment requires the prior written approval of the Executive Director of RPP, and shall be made at the Resident’s own expense. If the Resident obtains such approval, the Resident will be responsible for restoring the original decor when the Apartment is vacated, unless RPP specifically exempts the Resident from this requirement in writing.
7. Common Facilities. The Resident will be entitled to share with all other Residents of RPP the use of the common areas, including the main dining room, a living room, private dining room, chapel, library, beauty/barber shop, courtyard, and patio areas.

8. Smoking. RPP is a SMOKE FREE COMMUNITY and there are designated smoking areas available outside the building. Absolutely, no smoking is permitted inside the Apartment. See the Resident Handbook for further information.

B. Meals.

1. Dining Room. RPP will make available to the Resident three (3) nutritionally balanced meals a day, which are included in the Resident's monthly fee. RPP will also make daily snacks available to the Resident, and will arrange for specific diets as directed by a physician which commonly include no additional salt or sugar or other specific needs common to assisted living facilities and subject to DHEC guidelines. Charges for special diet services are included in the Resident's monthly fee, as determined by the assessment and service planning process outlined in Section IV of this Agreement.
2. Tray Service. RPP will, as part of the Resident's monthly fee, provide three (3) tray service meals to the Resident's Apartment in the event of an illness that does not require hospitalization (i.e., vomiting, dysentery, shortness of breath, or as determined by an appropriate medical examiner). Additional meals may be requested for a maximum of three (3) consecutive days. Charges for each additional meal will be billed accordingly to the Resident's monthly bill. Otherwise, the Resident understands that all meals are served and eaten in the dining areas.

C. Planned Activities.

RPP will assist interested Resident groups in planning social and recreational activities, both at and away from RPP. The Resident is welcome to participate in such activities as desired. Personal assistance with social and recreational activities provided to the Resident is included in the Resident's monthly fee.

D. Housekeeping and Laundry Assistance.

Housekeeping and laundry services will be available to the Resident once weekly. Costs associated with the use of these services are included in the Resident's monthly fee, as outlined in Section IV of this agreement. The Resident will be responsible for furnishing personal linens, including bedding and towels. In the event of an emergency, suitable bed linens and/or bath towels will be made available until the Resident's personal items are properly laundered and returned to the Resident.

E. Transportation.

RPP will provide or coordinate, as part of the Resident's monthly fee, transportation to planned activities. Transportation to medical or other personal appointments will be provided but are subject to maximum ten (10) mile radius of travel distance and scheduling. Transportation beyond the maximum distance is available for a fee.

F. Grievance Procedures.

RPP understands that from time to time there may be disagreements or misunderstandings. Accordingly, RPP has developed and the Resident agrees to follow the Grievance Procedures specified in the Resident Handbook.

II. BASIC PERSONAL CARE-RELATED SERVICES.

RPP will provide to the Resident personal care and health-related services within the service capacity of RPP and as required and as allowed by DHEC regulation. Such services include, but are not limited to, assistance with dressing, bathing, oral hygiene, toileting, ambulation, transferring, medications, monitoring health care, and arranging for health services. The charges for such care and assistance will be determined upon a Resident needs assessment and the required level of care.

III. EXCLUDED HEALTH-RELATED SERVICES

RPP shall not be responsible for furnishing or paying for any health care items or services not expressly included in this Agreement, including but not limited to physicians' services, nursing services, surgery, hospital care, home health care, durable medical equipment, private duty care or other care or equipment beyond RPP's routine levels of staffing and equipment, treatment or examination of eyes or teeth, medications, vitamins, eyeglasses, contact lenses, hearing aids, orthopedic appliances, prosthetic devices, laboratory tests, x-ray services, and toiletries or personal supplies.

IV. APARTMENT AND SERVICE FEES AND CHARGES

A. Monthly Service Fees.

1. The Resident will be charged a monthly service fee, payable in advance, based on the Resident's assessed level of care. These needed/preferred services will be determined by staff in conjunction with the Resident (and other individual(s) of the Resident's choosing), and will be outlined in an individualized Service Plan developed for the Resident. The level of care will be determined upon admittance and every six (6) months thereafter unless a hospitalization of seven (7) days has occurred whereupon a level of care assessment will occur once the Resident returns to RPP.
2. The current fees for the various service levels at RPP will be made available upon request. These fees are subject to change as provided in Section IV.D below.
3. The Resident's level of care will be reviewed and revised with the Resident or responsible party every six (6) months or when significant changes in the Resident's service needs or preferences occur. The rate as amended for the new level of care shall apply upon notification and will be pro-rated if necessary depending on the date in which the level of care changed.

B. Fees for Levels of Care and Optional Services.

The current charges for all levels of care and all optional services at RPP shall be made available upon request and are subject to change as provided in Section IV.D below.

C. Other Charges.

1. A non-refundable orientation fee shall be charged upon the Resident's admission to RPP. Cost to repair any damages caused by the Resident to the Resident's Apartment or any other areas of RPP shall be charged to the Resident or responsible party unless an express written agreement is signed by the Executive Director and the Resident or responsible party.

2. Non-refundable pet fee of \$500.00 shall be charged upon the Resident's admission to RPP if the Resident desires to keep a pet on RPP's grounds. Such pets are not to exceed forty (40) pounds, unless express written permission is given by the Executive Director.

D. Adjustments to Fees or Services.

1. RPP shall give a thirty (30) day written notice of any change in RPP's level of care fee structure, monthly service fees, Apartment fee and/or charges for optional services as described in Sections IV. (A-B) above.
2. RPP reserves the right to increase the monthly Apartment fee to account for increased costs of living at a rate not to exceed five (5) percent annually from the date of this Agreement, after giving a sixty (60) day written notice of such increase.

V. THIRD- PARTY PAYMENT

RPP will accept payment from third-party sources, provided however, that the Resident is responsible for the difference between the total charges and the amount paid by a third-party.

VI. TERM OF AGREEMENT

A. Payment Due.

This Agreement shall be in effect from month to month, unless and until it is terminated as set forth in Section VIII below. An invoice shall be sent to the Resident or party responsible for payment of the Resident's fees by the twenty-fifth (25th) of each month, with payment due on the first (1st) day of the following month. The party(ies) responsible for payment of the Resident's fees shall be noted on the Resident's "Resident Information Form" prior to admission.

B. Payment Terms.

The monthly charges for the services identified herein the Agreement are payable monthly in advance. There will be a \$25.00 return check fee for any returned check payable upon notification thereof. RPP will accept Master Card and Visa, subject to a two (2) percent convenience fee of the total bill in the event funds are not available at time of payment due.

C. Failure to Make Payment.

The Resident will be required to make all payments due to RPP in a timely manner and otherwise to take care of the Resident's financial obligations to RPP. If the Resident fails to pay the Resident's monthly fee or other applicable charges by the tenth (10th) day of each calendar month, a \$50 late fee will be added to the unpaid balance owed. Further, the Resident may be subject to discharge.

VII. TRANSFERS FROM THE RESIDENCES AT PARK PLACE

RPP is certified as an Assisted Living Facility, and is not designed to provide higher levels of care, such as skilled nursing care, or care for serious mental or emotional disorders. The Resident may remain in their Apartment at RPP as long as all fees and charges are timely paid and doing so is permitted by

applicable laws and fire safety standards, and in the judgment of the staff of RPP, the Resident's care needs and levels of functioning are consistent with those of other Residents and with the level of staffing and facilities offered at RPP, and the Resident's presence does not create a danger to self or others. If RPP determines, in consultation with the Resident and the Resident's representative, that it is inappropriate for the Resident to remain in the Resident's Apartment, the Resident will be given a thirty (30) day written notice of termination and will be assisted in finding suitable housing and this Agreement will terminate.

VIII. TERMINATION

A. Termination by The Resident.

The Resident may terminate this Agreement at any time, with or without cause. RPP would request a thirty (30) day written notice of intent to vacate the facility. The Resident need not cite a specific reason for the termination. The Resident will continue to be responsible for the rental fee until the Resident has vacated the Apartment as provided in Section VIII.D.1 below.

B. Termination by RPP.

1. Upon a Thirty (30) Day Notice. RPP may terminate this Agreement at any time upon a thirty (30) day written notice to the Resident. RPP has a policy of terminating this Agreement, in its discretion, if any of the following events occur:
 - a. The Resident is bed-bound for more then seventy-two (72) hours; or
 - b. The Resident is dangerous to self or others, including but not limited to, Residents who (1) despite intervention chronically wanders into danger, is sexually or physically aggressive or abusive, or displays unmanageable verbal abuse or aggression or (2) displays behavior that places another Resident at risk; or
 - c. The Resident is in an acute stage of alcoholism, drug addiction, or uncontrolled mental illness; or
 - d. Exhibits behavior or actions that repeatedly and substantially interfere with the health, safety, or well-being of other Residents; or
 - e. The Resident has a condition for which treatment cannot be appropriately developed and implemented at RPP; or
 - f. The Resident fails to pay the monthly fee or other fees owed; or
 - g. The Resident fails to comply with State or local law after receiving written notice of a violation; or
 - h. The Resident has failed to comply with the policies contained in the Resident Handbook or in this Agreement.
2. Upon Less Than a Thirty (30) Day Notice. RPP may terminate this Agreement with less than 30 days written notice when:

- a. The Resident's health status or behavior constitutes a substantial threat to the health or safety of the Resident or others.
- b. An emergency or a significant change in the Resident's condition results in the need for the provision of services that exceed the type or level of services included in this Agreement and the necessary services cannot be safely provided by RPP.

C. Death of The Resident.

This Agreement shall terminate automatically upon the Resident's death, with the exception of Sections VIII. (D-E) below.

D. Vacating Apartment and Refunds.

1. Vacating the Apartment. Upon any termination of this Agreement described in Section VIII, the Resident or Resident's estate shall vacate the Apartment and remove all of the Resident's property from the Apartment. The Resident or the Resident's estate shall remain liable for the Resident's monthly fee until the Apartment is vacated by the Resident. In the event that the Apartment is vacated, but the personal belongings of the Resident are still in the Apartment; the Resident will be charged a daily Storage Fee of \$100 per day until all personal items are removed.
2. Amount of Refund. Within forty-five (45) business days after the Apartment has been vacated, the Resident's property has been removed from it, and it has been restored to its original clean condition, RPP shall pay the Resident or the Resident's estate a refund equal to any unused portion of the Resident's final monthly fee, minus: (i) the amount of any unpaid monthly fees or other charges that the Resident owes to RPP under this Agreement; (ii) the cost of any repairs to the Apartment not caused by normal wear and tear; (iii) the cost of any repairs to RPP's property that was damaged by the Resident or the Resident's guests or invitees; and (iv) any expense incurred by RPP to remove and/or store any of the Resident's property that was not removed when the Resident vacated the Apartment. If the amount the Resident owes RPP exceeds the sum of the Resident's final monthly fee, RPP will bill the Resident or the Resident's estate for the difference.

E. Couples.

If two Residents are under this Agreement and one dies or permanently vacates the Apartment, this Agreement shall continue in full force and effect and the monthly fee applicable to single occupancy of the Apartment at the level of care for the remaining Resident shall apply. If the Apartment is vacated by one of the two Residents for reasons other than death, a thirty (30) day written notice must be given. The remaining Resident may request a different apartment size subject to availability upon a showing that a financial hardship will occur if the surviving Resident should remain in the Apartment.

IX. ARBITRATION AGREEMENT.

It is understood and agreed by RPP, the Resident, and all Responsible Parties that any legal dispute, controversy, demand or claim (herein after referred to collectively as "Claim") that arises out of or relates to this Agreement or any service or health care provided by RPP to the Resident, shall be resolved exclusively by binding arbitration to be conducted at a place agreed upon by the parties, or in the absence of such an agreement, at RPP in accordance with the South Carolina Arbitration Act,

South Carolina Code Section 15-48-10, et. seq., which is hereby incorporated into this Agreement and not by lawsuit or resort to court process except to the extent that applicable State or Federal law provides for judicial review of arbitration proceedings or the judicial enforcement of arbitration awards.

This Agreement to arbitrate includes, but is not limited to, any claim for payment, nonpayment, or refund for services rendered to the Resident by RPP, violations of any right granted to the Resident by RPP, violations of any right granted to the Resident by law or by the Resident admission agreement, breach of contract, fraud or misrepresentation, negligence, gross negligence malpractice, or any other claim based on any departure from accepted standards of medical or health care or safety whether sounding in tort or in contract. However, this agreement to arbitrate shall not limit the Resident's right to file a grievance or complaint, formal or informal, with RPP or any appropriate state or federal agency.

The parties agree that this arbitration agreement shall inure to the benefit of and bind the parties, their successors, heirs and assigns, including the agents, employees and servants of RPP, and all persons whose claim is derived through or on behalf of the Resident, including any parent, spouse, child, guardian, executor, administrator, legal representative or heir of the Resident.

All claims in whole or in part on the same incident, transaction, or related course of care or services provided or allegedly omitted by RPP to the Resident, shall be arbitrated in one proceeding. A claim shall be waived and forever barred if it arose prior to the date that notice of arbitration is given to RPP or received by the resident, and is not presented in the arbitration.

The Resident understands that they are waiving their Constitutional rights to have a claim decided in a court of law before a jury and a judge. The Resident further understands that (1) he/she has the right to seek legal counsel concerning this Agreement, (2) the execution of this arbitration Agreement is not a precondition to the furnishing of services to the Resident by RPP and (3) the arbitration Agreement may be rescinded within ten (10) days of signature. If not rescinded within ten (10) days, this arbitration Agreement shall remain in effect for all care and services subsequently rendered or allegedly not rendered at or by RPP, even if such care and services are rendered following the Resident's discharge and readmission to RPP.

X. THE RESIDENT'S PROPERTY RIGHTS AND OBLIGATIONS

A. Non-Applicability of Landlord-Tenant Law.

This Agreement shall be construed as an admission agreement to a Community Residential Care Facility under South Carolina Code Section 44-7-110, et. seq., and not as a Landlord-Tenant agreement.

B. Management or Property Interest.

This Agreement shall not give the Resident any property right or management interest in RPP or its assets, including but not limited to RPP's personal property, furnishings, fixtures in the Apartment or in the common areas.

C. Damage to RPP's Property.

The Resident agrees to maintain the Apartment in a clean, sanitary and orderly condition and further agrees to reimburse RPP for any loss of or damage to RPP's property, inside or outside the

Apartment, caused by the Resident or the Resident's guests or invitees, excluding normal wear and tear.

D. Damage to The Resident's Property.

RPP shall not be responsible for the loss of any personal property belonging to the Resident due to theft, fire, or any other cause. Residents are strongly encouraged to obtain, at the Resident's own expense, insurance for the replacement value of the Resident's personal property at adequate coverage and liability limits.

E. Personal Property Insurance.

The Resident understands that it is suggested, though not required, that each Resident maintain an insurance policy to cover the loss of any personal belongings, of any kind, which are kept on RPP premises in an amount sufficient to cover the items full replacement value.

XI. OTHER PERSONAL OBLIGATIONS

A. The Resident's Liability to Others.

The Resident accepts full responsibility for any injury or damage caused to others, or suffered by the Resident, as a result of the Resident's own acts or omissions, and those of the Resident's guests or invitees, and the Resident agrees to indemnify and hold harmless RPP and its directors, agents and employees from any and all liability for such injury or damage, including attorneys' fees.

B. Personal Affairs.

The Resident agrees to make reasonable advance arrangements in the event of the Resident's death or incompetence. Forms for Durable Powers of Attorney for health care and financial decision-making are available through RPP and the Resident is encouraged to review them and seek appropriate professional advice regarding the Resident's options.

C. Outside Caregivers.

All outside caregivers and other personnel employed or retained by the Resident to render services at RPP shall be subject to RPP's policies and rules.

XII. MISCELLANEOUS

A. Right of Entry.

For the Resident's safety and comfort, the staff of RPP must be permitted to enter the Apartment to respond to emergencies, make repairs and improvements, and perform other management functions as RPP deems necessary or advisable. Whenever feasible, the staff of RPP will attempt to give the Resident reasonable notice before entering the Apartment. No additional locks are permitted on the entrance door to the Apartment.

B. Resident Handbook.

The Resident agrees to abide by the general policies of RPP contained in the Resident Handbook, as it now exists and as it may later be amended by RPP at its sole discretion with or without notice to the Resident. The Resident understands that failure to abide may result in termination of this Agreement by RPP under Section VIII.B.1 above. The Resident hereby acknowledges receipt of a copy of the current Resident Handbook.

C. Examination of Records.

The Resident's records will be available for review within twenty-four (24) hours of a written request made by the Resident or legal representative.

D. Guest Visits and Communications.

RPP will provide the Resident's guests or invitees with opportunities to visit and participate in appropriate activities at RPP, if the Resident so desires.

E. Confidentiality.

All Resident information, including, but not limited to, medical and family information, will be maintained in a confidential manner to the extent allowable under State and Federal laws and will not be released except by a request from the Resident or the Resident's power of attorney or authorized medical personal for the purposes of rendering medical treatment.

F. Personal Rights. This shall survive the termination of this Agreement.

Consistent with South Carolina law, the Resident shall have the rights set forth in the Residents' Bill of Rights, South Carolina Code Section 44-81-20, et. seq. A copy will be signed by the Resident or his/her representative and kept with the Resident's records and a copy is also available in the Resident Handbook.

G. Assignment. This shall survive the termination of this Agreement.

RPP reserves the right to assign this Agreement at any time to any successor-in-interest selected by RPP in its sole discretion. The Resident may not sublet or assign his/her Apartment or any benefit, duty or obligation contained in this Agreement under any circumstance.

H. Notices.

All notices given under this Agreement shall be in writing and shall be addressed to RPP at its administrative office or to the Resident at the Resident's Apartment. Such notices shall be effective when personally delivered or two (2) days after being deposited in the United States mail, first class postage prepaid.

I. Entire Agreement.

This Agreement (together with the referenced additional documents) constitutes the entire agreement between the Resident and RPP and may be amended only by a written instrument signed by the Resident or their authorized representative and by an authorized representative of RPP. If any part of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall remain valid and enforceable, unless the context requires otherwise.

J. Governing Law and Interpretation.

This Agreement shall be governed by South Carolina law. If an arbitrator finds any term, provision, or section of this agreement invalid or unenforceable by reason of law, it is agreed that this Agreement will be deemed amended to conform with such law and shall otherwise remain in full force and effect. No part of the Agreement shall be construed against any party because that party wrote such part. The paragraphs headings are for convenience and shall not modify the meaning of the remainder of the Agreement.

K. Respite Care.

RPP's Respite Care Apartment is designed to provide a short-term stay based upon a daily or weekly rate. Included in the rate is an Apartment completely furnished, except for clothing and medications. Meals, snacks, medication administration, and use of RPP's common areas, activities, housekeeping, laundry and assistance with activities of daily living are included. Additional ancillary services provided will be paid by the Resident or responsible party at the time the service is rendered.

Admission in the Respite Care program begins with an assessment by the Executive Director or Community Nurse. Prepayment is necessary in order for services to be rendered. If necessary, the fee will be pro-rated if stay is not carried out in its entirety.

L. Alzheimer's or Memory Care.

In accordance with the Alzheimer's Special Care Disclose Act, South Carolina Code Section 44-36-520, et. seq., RPP's policies and procedures relating to Alzheimer's special care unit have been specifically designed to meet the needs of Residents with Alzheimer's or other memory care conditions. The form of care and/or treatment provided that distinguishes this type of care as being especially applicable to or suitable for persons with Alzheimer's disease is incorporated into these policies. Specifically, it includes the criteria for admission, transfer, and discharge; care planning; staffing patterns; staff training; physical environment; Resident and participant activities; family role in care; and unique costs to the Resident or participant associated with specialized service delivery.