

# **THE RESIDENCES AT SNOW PLACE**

## **RESIDENCY AND MEMBERSHIP AGREEMENT**

## **TABLE OF CONTENTS**

1.	Apartment to be Occupied by Resident .....	2
2.	Term.....	2
3.	Entrance Fee; Monthly Carrying Charge.....	2
4.	Late Payment of Monthly Carrying Charge; Financial Hardship .....	3
5.	Services Provided.....	4
6.	Heat and Other Utilities. ....	5
7.	Care of the Apartment.....	6
8.	Cleanliness. ....	6
9.	Pets.....	6
10.	Parking and Drives.....	6
11.	Grounds and Common Areas.....	6
12.	Keys and Locks.....	7
13.	Insurance. ....	7
14.	Disturbance/Illegal Use.....	7
15.	Repairs. ....	7
16.	Plumbing. ....	8
17.	Right of Entry. ....	8
18.	Fire, Other Casualty.....	8
19.	Governmental Regulations.....	8
20.	Eminent Domain. ....	9
21.	Loss or Damage. ....	9
22.	Notices. ....	10
23.	Other Regulations. ....	10
24.	Non-Performance Breach by Resident.....	11
25.	Resident's Covenant in the Event of Termination.....	11
26.	Removal of Resident's Personal Property. ....	11
27.	Non-surrender. ....	12
28.	Number of Occupants; Assignment.....	12
29.	Waiver.....	12
30.	Severability Clause. ....	12
31.	Emergency Information. ....	13
32.	Termination of Agreement.....	14
33.	Entire Agreement; Amendment. ....	15
34.	Independent Living Certification.....	16

**THE RESIDENCES AT SNOW PLACE**

**RESIDENCY AND MEMBERSHIP AGREEMENT**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ is between Sophia Snow Independent Living, Inc., a Massachusetts nonprofit corporation (hereinafter "SSIL"), which owns and operates The Residences at Snow Place (hereinafter, The "Residences"), and \_\_\_\_\_ and \_\_\_\_\_ (hereinafter "Resident(s)"), whose Purchase Agreement has been received and accepted by SSIL.

This Residency and Membership Agreement constitutes the entire agreement between SSIL and Resident(s) and shall sometimes be referred to herein as the "Agreement." When two persons are named in the Agreement, "Resident" hereinafter shall apply to each of them.

The person(s) listed below are sponsors and parties to this Agreement, solely for the purpose of guaranteeing the monetary obligations of the Resident under this Agreement ("Sponsor"). This Agreement runs for the life of the Resident and not for the life of the Sponsor.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

This Agreement sets forth a statement of the accommodations and services for living independently that SSIL will provide to Resident and the obligations which will be assumed by SSIL. For the purposes of this Agreement, "living independently" means the willingness and ability of Resident to access, manage and provide for any personal care or other assistance that the Resident may require. The Agreement also sets forth the Resident's obligations to SSIL, both financial and non-financial, with respect to residency at The Residences.

Upon execution of this Agreement, Resident will become a Special Non-Voting Resident Member of SSIL in accordance with the By-laws of the SSIL. This Agreement is a contractual agreement between the Resident and SSIL and is not intended to be a rental agreement or lease. This Agreement is not intended to confer on Resident the status of partner or joint venturer with SSIL, nor to grant to Resident any legal or equitable ownership interest in the Apartment or in SSIL or The Residences as a whole.

In consideration of the mutual promises, obligations and agreements herein set forth, the parties hereto agree as follows:

1. Apartment to be Occupied by Resident

As of the date of this Agreement, SSIL hereby makes available for occupancy by Resident Apartment No. \_\_\_\_\_ (the "Apartment") in The Residences at Snow Place, 1205 Centre Street, West Roxbury, Massachusetts. Occupancy of the Apartment shall also entitle Resident to receive the services provided by SSIL as set forth herein, to use the community space during regularly scheduled hours, to participate in all activities scheduled by SSIL, and to private use of community space for family or social functions (for a nominal fee, subject to availability and Resident's compliance with applicable rules and regulations established by SSIL). Any Resident in good standing under the terms of this Agreement shall be a Special Non-Voting Resident Member of the SSIL and shall be entitled to all of the rights and privileges of a Special Non-Voting Resident Member under the By-laws of the SSIL.

2. Term.

This Agreement shall continue in force until terminated in accordance with paragraph 32 hereof. The death or departure from The Residences of one Resident shall in no way alter the right to life occupancy or the obligations of the remaining Resident named in this Agreement irrespective of the age of the remaining Resident. The remaining Resident shall have the right to designate in writing a second occupant of the Apartment (provided that at least one such occupant is at least age 62 or is disabled and at least 55 years of age), although the person so designated shall not have the right to lifetime occupancy of the Apartment and shall not be deemed to be a Resident for the purposes of this Agreement. A person admitted to residency under these circumstances shall be required to vacate the Apartment within ninety (90) days of the death or departure of the Resident who designated him or her for occupancy in the Apartment.

3. Entrance Fee; Monthly Carrying Charge.

A. Entrance Fee. The parties hereby agree and acknowledge that Resident has this day paid a one-time fee, as set forth in the Purchase Agreement by and between the parties, for the right of Resident to occupy the Apartment for the life of Resident in accordance with the terms of this Agreement (the "Entrance Fee"). The Entrance Fee constitutes a contribution of capital to SSIL, in recognition of which Resident shall have a license to occupy the Apartment as set forth herein. In order to minimize the amount of debt carried by SSIL and, accordingly, the monthly operating costs to be charged to residents, SSIL will apply the Entrance Fee to capital and operating costs of The Residences and the Apartment, including but not limited to: construction-related costs, capital improvements, extraordinary repairs, and reasonable reserves for replacements and other purposes. Resident understands and agrees that the Entrance Fee is not a purchase price that entitles Resident to fee ownership in the Apartment, is not a security deposit, and will not be held in escrow or in a reserve account for the benefit of Resident.

B. Monthly Carrying Charge. Resident hereby agrees to pay a monthly fee (the “Monthly Carrying Charge”), in advance, on or before the first of every month so long as this Agreement is in force and effect. The Monthly Carrying Charge is for the purpose of maintaining the basic services more particularly set forth in Paragraph 5A. Through June 30, 2\_\_\_\_, the Monthly Carrying Charge is agreed to be \$\_\_\_\_\_. Thereafter, the Monthly Carrying Charge will be based upon the total budgeted annual operating expenses of SSIL in operating The Residences and the number of residential apartments completed at any given time. Resident agrees not to transfer or dispose of any personal assets or sources of income for less than their fair market value during the term of this Agreement if doing so would impair Resident’s ability to pay current or future Monthly Carrying Charges and other expenses.

C. Companion Fee. The Monthly Carrying Charge for any apartment occupied by two residents will include a \$75.00 per month companion fee in addition to the base monthly fee.

4. Late Payment of Monthly Carrying Charge; Financial Hardship.

A. Late Payment. SSIL’s operations are premised on prompt payment by all residents of the Monthly Carrying Charge. If payment of the Monthly Carrying Charge is not made by the thirtieth (30th) day of the month in which it is due, an administrative late charge of Twenty-Five Dollars (\$25.00) shall be added to the Monthly Carrying Charge. Any charges not paid after sixty (60) days (including Monthly Carrying Charges, late charges and costs of collection, if any), shall be subject to a one percent (1%) per month interest charge until paid. Such late charges and interest charges may be waived if Resident has applied for and been granted special consideration by SSIL based on financial hardship or unusual circumstances in accordance with Paragraph 4B.

B. Financial Hardship. While SSIL is unable to guarantee financial assistance to Resident in the event of financial hardship, SSIL will consider a temporary reduction in the Monthly Carrying Charge should Resident qualify for such assistance and should SSIL have sufficient funds available for this purpose. Any assistance provided may be made subject to such requirements and conditions as may be imposed by SSIL, or may be considered as a loan to Resident by SSIL, at the discretion of SSIL. SSIL reserves the right to consider and act upon any requests for financial assistance in its sole and absolute discretion.

(There is a draft hardship policy which will require this paragraph to be updated if/when enacted.)

5. Services Provided.

A. Basic Services. The expense of providing basic services to The Residences shall be included in the Monthly Carrying Charge, and shall generally include the complete management and maintenance of the Apartment and the associated facilities and common areas, both interior and exterior. More specifically, basic services and expenses include, but shall not be limited to:

1. director's and staff's salary/benefits;
2. maintenance of an alarm system in each Apartment;
3. staff available during regular business hours to respond to routine questions;
4. staff available to respond to emergency calls twenty-four hours per day to summon appropriate assistance;
5. rubbish removal;
6. landscaping and snow removal (as further described in Paragraph 11);
7. insurance (as further described in Paragraph 13);
8. roadways, driveways, sidewalks, pathways and drainage system maintenance and repair;
9. Common area maintenance, site lighting and utilities;
10. appliance repairs and replacement;
11. plumbing repairs;
12. electrical repairs;
13. general repairs and maintenance of the apartments, excluding cleaning and decorating;
14. pest extermination;
15. taxes and/or contribution to the City of Boston in lieu of such taxes;
16. maintenance of replacement reserves and working capital funds; and
17. contribution to a fund to assist residents experiencing financial hardship in paying the Monthly Carrying Charge or other service fees, as further described in Paragraph 4.B.

SSIL shall have the right to amend, change, add to or otherwise modify the basic services from time to time, taking into consideration the needs of residents of The Residences generally, the impact of such amendments, changes, additions or other modifications on the operating costs of The Residences as reflected in the Monthly Carrying Charge, and the need to maintain the real property associated with The Residences in good and safe condition. Notwithstanding the foregoing, SSIL shall not initiate any such amendments, changes or modifications that will have the overall effect of diminishing the totality of services rendered to Resident.

B. Optional Services. SSIL recognizes that some Residents may require additional services to live independently at The Residences. In addition to the Basic Services, SSIL is committed to assisting Resident in obtaining the additional services that may be needed from time to time to enable Resident to continue to live independently. While SSIL does not itself provide these services, it has, or will, arrange for an affiliated non-profit entity, Sophia Snow House, Inc., which operates a rest home facility (the “Sophia Snow House”) located adjacent to The Residences, or other service providers to offer Residents the option to purchase at least the following additional services at reasonable fees to be determined from time to time by the provider:

1. housekeeping
2. scheduled transportation (i.e., shopping trips, local medical appointments)
3. laundry
4. meals

Resident is under no obligation, expressed or implied, to purchase any of the optional services from the Sophia Snow House or from any other entity whether or not affiliated with SSIL, except as may be necessary from time to time in order to live independently. Should Resident require any such services to enable Resident to fulfill Resident’s obligations under this Agreement, Resident is free to purchase them from any available provider. SSIL reserves the right to require Resident to dismiss any service provider or caregiver whose presence SSIL considers to be detrimental to other residents.

C. Nursing Home Services. SSIL does not offer nursing home or residential care nor closely supervised residential care. In the event that Resident requires nursing home or residential care, SSIL will assist Resident in relocating, temporarily or permanently, to an appropriate nursing care or residential center. However, SSIL has arranged for access by Residents requiring supervised residential care, on a priority basis over non-residents of The Residences, to the Sophia Snow House, the adjacent residential care center. Neither SSIL nor Sophia Snow House, however, can guarantee that a bed will be available at the time that Resident may require such residential care. Resident understands that SSIL bears no financial responsibility for care provided to Resident at The Residences, Sophia Snow House or elsewhere.

6. Heat and Other Utilities.

Resident shall pay, as they become due, all bills for electricity, telephone, cable television services and other services, that are furnished to the Apartment and which are billed by third parties. SSIL agrees that it will furnish heat and hot and cold water in accordance with applicable laws, but the failure of SSIL to provide the foregoing item to any specific degree, quantity, quality or character due to any causes beyond the reasonable control of SSIL, such as accident, restriction by city, state or federal regulations, or during necessary repairs to the apparatus used to furnish the water shall not form a basis of any claim for damages against SSIL. SSIL shall supply air conditioning to Resident’s apartment from June 15 to September 15 of each year but only following receipt by SSIL of payment of Resident Air Conditioning Fee, which fee shall be determined annually by SSIL.

7. Care of the Apartment.

Resident shall not paint, decorate or otherwise embellish and/or change the exterior and shall not make nor suffer any additions or alterations to be made in or to the Apartment without the prior written consent of SSIL. Resident will not suffer any waste of utilities or property of SSIL. At the termination of this Agreement, Resident shall deliver up the Apartment and all property belonging to SSIL in good and clean order and condition, ready for occupancy, reasonable wear, tear, fire and other casualty excepted. No television or other exterior aerials, or other like equipment shall be installed without the prior written consent of SSIL.

8. Cleanliness.

Resident shall maintain the Apartment in a clean condition. Resident shall properly dispose of all trash in proper receptacles in accordance with the rules of SSIL.

9. Pets.

Resident may keep two birds, one dog, or one domestic cat in the Apartment subject to Resident's Compliance with The Residences' Pet Policy without any requirement of consent by SSIL, so long as any such pets, in the sole determination of SSIL, do not disturb the peace or pose a threat to other residents or their guests, staff of SSIL or the general public. The keeping of any additional pets shall require the written consent of SSIL. Notwithstanding the foregoing, the right to keep any pet -- whether authorized by written consent or not -- may be revoked at any time when SSIL determines that such action is in the best interest of SSIL and the residents of The Residences. Responsible pet ownership shall be required at all times, and any leash law(s) enacted by the City of Boston will be enforced within The Residences.

10. Parking and Drives.

Resident shall have the right to park an automobile registered with SSIL in a designated space on the grounds of The Residences upon payment of a monthly fee and upon compliance with rules and regulations of SSIL. Such rules and regulations may be amended from time to time by SSIL following thirty (30) days written notice to Resident. The parking or storage by Resident of other motor vehicles, boats and trailers and the like, in the designated space or on the grounds of The Residences is prohibited. Resident shall abide by all posted traffic and parking signs.

11. Grounds and Common Areas.

SSIL shall be responsible for normal grounds maintenance during the term of this Agreement. SSIL shall remove snow and ice from the drives within The Residences, and from the driveway, walks and steps of The Residences and shall keep the lawn and shrubbery neatly trimmed, healthy and of good appearance. Resident is entitled to do such additional planting and gardening in designated areas according to the rules and regulations as established and amended from time to time by SSIL. Resident shall not store personal belongings in the common areas or facilities of SSIL or use the common areas or facilities for construction or other activities involving machinery or equipment without written permission from SSIL.

12. Keys and Locks.

Upon expiration or termination of this Agreement, the Resident shall deliver the keys to the Apartment to SSIL. Delivery of keys by the Resident to SSIL, or to anyone on its behalf, shall not constitute a surrender of the Apartment unless so stipulated in writing by SSIL. In the event that the exterior door lock or locks in the Apartment are not in normal working order at any time during the term hereof, SSIL, within a reasonable period of time following receipt of notice from the Resident of such condition, shall repair or replace such lock or locks. Resident shall not change, alter or replace locks or add new locks without the written permission of SSIL. Any locks so permitted to be installed shall become the property of SSIL and shall not later be removed by the Resident. The Resident shall promptly give a duplicate key to any such changed, altered, replaced or new lock to SSIL.

13. Insurance.

SSIL shall maintain insurance on the buildings and grounds of the types and with the limits customarily maintained for similar properties. The Resident understands and agrees that it shall be the Resident's obligation to insure Resident's personal property located in the Apartment or elsewhere at The Residences.

14. Disturbance/Illegal Use.

Each Resident shall make every effort to respect the privacy of other residents. Neither the Resident nor his family, friends, relatives, invitees, pets, visitors, agents or employees shall make or suffer any unlawful noise or otherwise offensive use of the Apartment, nor commit or permit any nuisance to exist thereon, nor cause damage to the Apartment, nor create any substantial interference with the rights of SSIL, or the comfort, safety or enjoyment of the staff of SSIL or other residents and guests of The Residences, nor make any use whatsoever thereof other than as and for a private residence.

15. Repairs.

Necessary repairs, maintenance and replacement of property and equipment owned by SSIL, which are agreed to be the heating system, hot water heater, clothes dryer, clothes washer, dishwasher, disposal, cooking stove, refrigerator, and plumbing fixtures, will be performed and provided by SSIL. Except as set forth in the previous sentence, or except as caused by external factors such as weather, other repairs to the interior of the Apartment are the responsibility of the Resident, which work will be performed by SSIL at the request of the Resident and at Resident's expense. Repairs, maintenance and replacement of property of Resident will be the responsibility of the Resident.

16. Plumbing.

The toilets, disposals and waste pipes shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other improper articles be thrown into the same, and any damage caused by the misuse of such equipment shall be borne by the Resident by whom or upon whose premises it shall have been caused, unless caused by the negligence of SSIL, or by the negligence of an independent contractor employed by SSIL.

17. Right of Entry.

A. SSIL may enter upon the Apartment at reasonable times, or in case of emergency at any time, to examine the condition thereof, to remarket the Apartment, or make repairs thereto. SSIL shall make reasonable efforts to enter the Apartment only when the Resident is present. Advance notice shall be given except in the case of an emergency.

B. At its election, SSIL may paint or clean the Apartment, remove signs therefrom or post signs thereon, or replace or install pipes, wires, tubes, coverings, and plumbing and heating equipment therein. However, the routine cleaning and decorating of the interior of the Apartment shall be the sole responsibility of the Resident.

C. SSIL shall have the responsibility and right, notwithstanding any provision in this Agreement to the contrary, to make alterations in the Apartment to meet the requirements of law, or the regulations of duly authorized public officials.

18. Fire, Other Casualty.

If the Apartment, or any substantial part, thereof, or the whole or a substantial part of the building of which they are a part, shall be destroyed or damaged by fire or other casualty after the execution of this Agreement or during the term thereof, then this Agreement shall terminate immediately at the option of either SSIL or Resident by the giving of notice to the other within 30 days of casualty. If either party gives notice of intention to terminate under this section, this Agreement shall terminate on the last day of the then current month. In the event the Agreement is terminated according to this Paragraph, and the Apartment is not to be restored to a condition of occupancy, then SSIL shall pay to Resident ninety-three percent (93%) of the Construction Fee within seven (7) days of SSIL's receipt of the insurance proceeds for the Apartment.

19. Governmental Regulations

Governmental Regulations. SSIL shall be obligated to fulfill all of its obligations hereunder to the best of its ability, but Resident's obligation, covenants and agreements hereunder shall not be affected, impaired or excused because SSIL is unable to supply or is delayed in supplying any service, in making any repairs, additions, alterations or decorations, or in supplying any equipment or fixtures, if SSIL is prevented or delayed from doing so because of any law or governmental action or any order, rule or regulation of any governmental agency, which is beyond SSIL's reasonable control.

20. Eminent Domain.

During the term of this Agreement, if the City of Boston or any other governmental authority takes, by exercise of the power of eminent domain or condemnation, the Apartment, or any part of the Apartment or any part of the building of which the Apartment is a part or any part of the land comprising The Residences, such that occupancy of the Apartment or access thereto is substantially impaired, then at the option of either SSIL or Resident, this Agreement shall terminate. The option to terminate shall not be exercised by either party (a) earlier than the effective date of taking, nor (b) later than thirty (30) days after the effective date of the taking. Upon the giving of notice by either Party that it intends to exercise its option to terminate, this Agreement shall be terminated as of the date of the taking. Resident hereby assigns to SSIL any and all claims and demands for damages or compensation from the governmental authority other than claims for relocation costs. Resident covenants with SSIL that Resident will from time to time execute and deliver to SSIL any further instruments of assignment as SSIL shall reasonably request, provided however that Resident does not assign to SSIL any claim based upon Resident's personal property. In the event the Agreement is terminated according to this Paragraph, then SSIL shall pay to Resident ninety-three percent (93%) of any proceeds received for the Apartment within fourteen (14) days of SSIL's receipt of such proceeds for the Apartment.

21. Loss or Damage.

Resident agrees to indemnify and save SSIL and its management agent harmless from all liability, loss or damage arising from any nuisance made or suffered in the Apartment or in The Residences by Resident, his/her family, friends, relatives, invitees, visitors, pets, agents or servants or from any carelessness, neglect or improper conduct of any such persons. All personal property in any part of the building within the control of Resident shall be at the sole risk of Resident. Subject to provisions of applicable law, SSIL shall not be liable for damage to or loss of property of any kind which may be lost or stolen, damaged or destroyed by fire, water, steam, defective refrigeration, or otherwise, while on the Apartment or in any storage space in the building or for any personal injury unless caused by the negligence of SSIL or its management agent.

22. Notices.

Written notice from SSIL to Resident shall be deemed to have been properly given if mailed by registered or certified mail, postage prepaid, return receipt requested, to Resident at the address of the Apartment, or if delivered or left in or on any part thereof; provided that if so mailed the receipt has been signed, or if so delivered or left, that such notice has been delivered to or left with Resident, or with any adult who resides with Resident in the Apartment. If a Sponsor is listed on Page 1 hereof, a copy of such notice shall also be mailed by registered or certified mail, postage prepaid, return receipt requested to Sponsor at the address specified herein. Written notice from Resident to SSIL shall be deemed to have been properly given if mailed by registered or certified mail, postage paid, return receipt requested, to SSIL at its address set forth in the first paragraph of this Residency Agreement, unless SSIL shall have notified Resident of a change of SSIL's address, provided that the receipt has been signed by SSIL or anyone expressly or impliedly authorized to receive messages for SSIL. Notwithstanding the foregoing, notice of either party to the other shall be deemed adequate if given by any manner authorized by law.

23. Other Regulations.

Resident agrees to conform to such reasonable rules and regulations which from time to time may be adopted by SSIL which have been established for the safety, care, cleanliness, or orderly conduct of the Apartment and the building of which it is a part, including the community facilities and grounds of The Residences, or to prevent waste of or damage to assets of SSIL and the residents of The Residences, or for the benefit, safety, comfort and convenience of the residents.

24. Non-Performance Breach by Resident.

If Resident shall fail to comply with any lawful term, condition, covenant, obligation or agreement expressed herein or implied hereunder, or if the Apartment appear to be abandoned, then, and in any of the said cases, notwithstanding any waiver of any prior breach of any of the said terms, conditions, covenants, obligations, or agreements, SSIL, without necessity or requirement of making any entry may (subject to Resident's right under applicable law) terminate this Agreement, and the entire agreement between the Parties, by:

A. A seven (7) day written notice to Resident to vacate the premises in case of any breach except only for nonpayment of the Monthly Carrying Charge, or in case of any other reason specified in this Paragraph 24 or elsewhere in this Agreement.

B. A fourteen (14) day written notice to Resident to vacate the Apartment upon the neglect or refusal of Resident to pay the Monthly Carrying Charge herein provided.

A Resident shall have the right to appeal to SSIL prior to such termination but must request an appearance within fifteen (15) days of receipt of notice to terminate.

Any termination under this section shall be without prejudice to any remedies which might otherwise be used to recover arrears of the Monthly Carrying Charge or possession of the Apartment.

25. Resident's Covenant in the Event of Termination.

Resident covenants that in case of any termination of this Agreement by reason of the default of Resident, Resident will indemnify SSIL from and against any loss and damage sustained by reason of any termination caused by the default of, or the breach by, Resident. SSIL's damages hereunder shall include, but not be limited to, any loss of the Monthly Carrying Charge, accrued but unpaid prior to termination, the reasonable costs incurred in cleaning and repainting the Apartment in order to remarket the same; moving and storage charges incurred by SSIL in moving Resident's belongings pursuant to eviction proceedings; legal costs and reasonable attorneys' fees incurred by SSIL in collecting any damages hereunder or in obtaining possession of the Apartment by summary process or otherwise. SSIL also shall be entitled to any and all other remedies provided by law. All rights and remedies are to be cumulative and not exclusive.

26. Removal of Resident's Personal Property.

Resident further covenants and agrees that if SSIL shall remove Resident's goods or effects, pursuant to the terms hereof or of any Court order, SSIL shall not be liable or responsible for any loss of or damage to Resident's goods or effects and SSIL's act of so removing such goods or effects shall be deemed to be the act of an agent for the account of Resident, provided, however, that if SSIL removes the Resident's goods or effects, SSIL shall comply with all applicable laws, and shall exercise due care in the handling of such goods to the fullest practical extent under the circumstances.

27. Non-surrender.

Neither the vacating of the Apartment by Resident, nor the delivery of keys to SSIL, shall be deemed a surrender or an acceptance of surrender of the Apartment unless so stipulated in writing by SSIL.

28. Number of Occupants; Assignment.

The Apartment shall be occupied by no more than two (2) individuals. At least one Resident of the Apartment must at the time of taking occupancy be at least sixty-two (62) years of age or disabled and fifty-five (55) years of age.

The rights and privileges of Resident under this Agreement are personal to the Resident and cannot be transferred or assigned by act of Resident or by any proceedings at law or otherwise. No Resident may assign his/her occupancy rights except for a period of not less than two (2) months and not greater than five (5) months. At the time of any such assignment, at least one occupant of the Apartment shall be sixty-two (62) years of age or older age or disabled and fifty-five (55) years of age. Each such assignee must sign an agreement with SSIL to abide by all of its rules and regulations. Such use of the Apartment by persons other than Resident shall not release Resident from Resident's obligations under this Agreement. Temporary visits not to exceed thirty (30) days per year per visitor shall be excluded from the foregoing limitations.

29. Waiver.

The waiver of a breach of any term, condition, covenant, obligation or agreement of this Agreement shall not be considered to be a waiver of that or any other term, condition, covenant, obligation, or agreement or of any subsequent breach thereof.

30. Severability Clause.

If any provision of this Agreement or portion of such provision or the application thereof to any person or circumstance is held invalid, the remainder of such provision and the application thereof to other persons or circumstances shall not be affected thereby.

31. Emergency Information.

A. Persons to be Notified. The persons to be notified in the event of an emergency or any other occasion when Resident may require immediate assistance are:

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Telephone: (home) \_\_\_\_\_ (business) \_\_\_\_\_

(Cell) \_\_\_\_\_ Email: \_\_\_\_\_

Relationship to Resident, if any: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Telephone: (home) \_\_\_\_\_ (business) \_\_\_\_\_

(Cell) \_\_\_\_\_ Email: \_\_\_\_\_

Relationship to Resident, if any: \_\_\_\_\_

Resident shall update this information by notifying SSIL if the identity, the residence or the telephone numbers of the above persons changes.

B. Emergency Medical Information and Consent to Release of Information. For Resident's personal protection and safety, Resident from time to time will complete and sign Emergency Medical Information forms and Consent to Release of Information forms as requested by SSIL. The information contained in these forms will be treated as confidential, except to the extent necessary to assist Resident in the event of an emergency.

C. Power of Attorney and Health Care Proxy. Resident agrees to sign a Durable Power of Attorney to designate another person to handle Resident's financial affairs if Resident becomes unable to do so. While not required, SSIL strongly suggests that Resident also sign a Health Care Proxy to designate another person to make personal medical decisions on Resident's behalf if Resident becomes unable to do so. Resident agrees that a current copy of the Durable Power of Attorney, and any Health Care Proxy, shall be kept on file by SSIL.

32. Termination of Agreement.

A. By Resident. Resident may at any time terminate this Agreement upon thirty (30) days written notice to SSIL. If Resident (if a sole Resident), or the surviving Resident (if more than one Resident), dies after occupancy, this Agreement shall automatically terminate.

B. By SSIL. SSIL reserves the right to terminate this Agreement upon the occurrence of any of the following events, as determined by SSIL:

1. Resident becomes incapable of continuing to live independently, as a result of either physical or mental incapacity, for a period of time likely to exceed one hundred twenty (120) days, and requires personal care services that Resident is unable or unwilling to obtain, whether through SSIL or elsewhere; provided, however, that (a) Resident shall have forty-five (45) days from Resident's receipt of notice of SSIL's determination of incapacity during which Resident may submit a certification of such Resident's ability to live independently signed by a board certified gerontologist with admitting privileges at any of the acute care hospitals affiliated with Partners Healthcare Systems, Inc. or CareGroup, Inc. and (b) SSIL shall accept such certification for at least ninety (90) days from the date of the certification;
2. Resident's behavior or condition is determined to create a hazard to himself, to other residents or staff of SSIL, or Resident is physically or continually verbally abusive to others or impairs their welfare; or
3. Resident fails to pay the Monthly Carrying Charges or other fees and charges when due, or breaches any other representation, covenant, agreement or obligation of Resident under this Agreement, and any such failure or breach is not cured within thirty (30) days of written notice to Resident. In the event of financial hardship, Resident may apply to SSIL for modification of the payment terms of the Monthly Carrying Charges or other fees and charges, which decision shall be at the sole discretion of SSIL.

SSIL will provide Resident not less than thirty (30) days notice of any such termination, but reserves the right to terminate in a shorter period of time if Resident's continued presence is deemed by SSIL to pose a threat to the health or safety of Resident, other residents and guests, or employees of SSIL. Following termination of this Agreement for any reason other than termination pursuant to Paragraph 20, Resident or Resident's estate shall be obligated to pay the Monthly Carrying Charges and such other charges as are connected with the remarketing of the Resident's rights hereunder until such rights have been transferred to a successor resident. It is mutually understood that action by SSIL in terminating this Agreement under circumstances of the incapacity of the Resident shall be final and binding upon Resident.

C. Return of Entrance Fee. Upon delivery of notice of the termination of this Agreement by Resident or SSIL for any of the reasons set forth in this Agreement, SSIL will undertake to remarket and sell the Resident's rights under this Agreement to a successor resident(s), at a price determined by the Board of Directors of SSIL at least annually, taking into consideration market conditions, issues of preserving affordability for future residents, and any applicable regulatory agreement with the City of Boston. SSIL shall have the exclusive right to remarket the Resident's rights hereunder. Fourteen (14) days following SSIL's resale of the Resident's rights hereunder, SSIL shall pay to Resident, or to Resident's Beneficiary as set forth on a Beneficiary Designation Form approved by SSIL and filed with SSIL, or to Resident's estate if no such Beneficiary Designation Form is filed with SSIL, ninety-three percent (93%) of the Entrance Fee, less any amounts due SSIL on account of unpaid Monthly Carrying Charges or extraordinary expenses of SSIL in preparing the Apartment for remarketing. Extraordinary expenses shall include major repairs due to damage caused by Resident, and replacement of appliances, carpet or flooring, and hardware not the result of ordinary wear and tear, but shall not include cleaning and routine repainting of the Apartment.

33. Entire Agreement; Amendment.

This Agreement contains the entire understanding of the parties with respect to the subject matter contained herein, and supersedes any prior agreements or understandings, whether oral or written. Except as stated herein, no amendment, change or modification of this Agreement shall be valid unless executed in writing by SSIL and Resident.

34. Independent Living Certification.

Resident understands that The Residences is a residence for senior citizens who are able to live independently. Accordingly, Resident hereby certifies that at the present time, Resident is fully capable of living independently and without the need for professional assistance with activities of daily living, such as physical support or aid with bathing, dressing, eating and similar daily activities (personal care). Optional services, such as housekeeping, meals, scheduled transportation, and laundry, however, are available on a fee for service basis from Sophia Snow House and/or other service providers selected by Resident.

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

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

SOPHIA SNOW INDEPENDENT LIVING, INC.

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

Its \_\_\_\_\_

ACKNOWLEDGMENT

Sophia Snow Independent Living, Inc. hereby acknowledges receipt of a total of \$ \_\_\_\_\_ (including all deposits) in full payment of the Entrance Fee referred to in Paragraph 3A herein.

SOPHIA SNOW INDEPENDENT LIVING, INC.

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

Its \_\_\_\_\_

SPONSOR GUARANTY  
(if applicable)

The undersigned executes this Residency and Membership Agreement solely in the capacity of Sponsor(s), as set forth on page one, and hereby agree(s) to guarantee Resident's monetary obligations under the Residency and Membership Agreement.

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Sponsor

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Sponsor