

ST. ANN'S SENIOR HOUSING APARTMENT HOME

APPLICATION FOR RESERVATION

THIS APPLICATION FOR RESERVATION ("Agreement") is made this _____ day of _____, _____, by and between St. Ann's Senior Housing, _____ Inc. ("the Owner") and _____ ("Prospective Resident").

WHEREAS, the Owner is developing and will own and operate an Independent Living Retirement Community, known as St. Ann's Senior Housing, consisting of Apartment Homes, a community center with Common Areas and amenities off Ridge Road in Webster, New York 14580; and

WHEREAS, Prospective Resident desires to reserve and move to an Apartment Home within St. Ann's Senior Housing when the residence at St Ann's Senior Housing will be available for occupancy.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and other good and valuable consideration, the Prospective Resident and Owner agree as follows:

I. RESERVATION OF UNIT

The Prospective Resident reserves Unit number _____, a(n) _____ type of residence (the "Unit").

II. ADMISSION REQUIREMENTS AND PROCEDURES

- A. **Age.** Entrance is open to persons sixty (60) years of age or older and his or her spouse.

- B. Health Requirements.** Owner is not a licensed health care provider. Entrance is open to persons who are not in need of continual health services that must be supplied by a licensed health care provider.
- C. Financial Requirements.** The Prospective Resident shall have assets and income that will be sufficient under foreseeable circumstances to pay the financial obligation of the Prospective Resident under this Agreement and to meet ordinary living expenses of the Prospective Resident. The Owner, at its discretion, may require the Prospective Resident to furnish updated financial information.
- D. W-9 Forms:** Upon execution of this Agreement, Prospective Resident shall have returned to Owner two (2) executed W-9 Forms identifying the Prospective Resident's social security number.
- E. Confidential Data Application and Financial Statement.** Within ten (10) business days after execution of this Agreement, the Prospective Resident will complete and submit a Confidential Data Application and a Financial Statement, with such forms provided by the Owner.
- F. Review.** The completed Confidential Data Application and a Financial Statement will be submitted to the Owner. The Owner will review the forms submitted by the Prospective Resident as a basis for conditional acceptance to St. Ann's Senior Housing. The Owner will accept or deny the Application. The Owner shall notify the Prospective Resident of such action in writing within ten (10) days of receipt of the Confidential Data Application and a Financial Statement.
- G. Residency Agreement and Transfer Authorization.** Upon acceptance by the Owner, the Prospective Resident must enter into a Residency Agreement and execute a Transfer Authorization within sixty (60) days prior to occupancy in order to reside at St. Ann's Senior Housing.

III. FINANCIAL ARRANGEMENTS

- A. **Rent.** The Monthly Service Fee is considered "Rent" for purposes of interpreting and enforcing this Agreement.
- B. **Monthly Service Fee.** The Prospective Resident agrees to pay the Owner a Monthly Service Fee after occupancy and during the term of the Residency Agreement which shall be payable in advance by the 1st day of each month. As of the date of this Agreement, the Monthly Service Fee for the Unit, based on 200 _____ dollars, is determined to be \$_____ per month. The Monthly Service Fee will begin upon the date of occupancy, unless otherwise agreed to in writing by the Owner. The Monthly Service Fee is subject to change as described in the Residency Agreement.
- C. **Reservation Deposit:** Within seven (7) days upon the Prospective Resident having been given written notice of acceptance by Owner, Prospective Resident shall pay a Reservation Deposit in an amount equal to the then current first and last months' Monthly Service Fee for the selected Unit (less the \$100.00 Priority Reservation Deposit), The amount equal to the then current first month's Monthly Service Fee for the selected Unit shall be used as the first month's Rent for the Unit. The amount equal to the then current last month's Monthly Service Fee for the selected Unit shall be used as a security deposit for any damages caused by Resident. If Resident fully complies with all the terms of this Agreement, Owner shall return the security deposit after the term ends. If Resident does not fully comply with the terms of this Agreement, the Owner shall use the security deposit to pay amounts owed by Resident, including damages.

IV. TERMINATION AND REFUND

The Prospective Resident may terminate this Agreement prior to entering into the Residency Agreement for any reason by giving written notice to the Owner. Owner shall return the entire amount of the Priority Reservation Deposit and/or Reservation Deposit with

interest from the date of deposit of the Priority Reservation Deposit and/or Reservation Deposit to the date of withdrawal of such funds.

V. PRELIMINARY AGREEMENT

This Agreement is preliminary in nature and precedent to the Residency Agreement to be entered into prior to occupancy.

IN WITNESS WHEREOF, the Prospective Resident has read and understands this Agreement, and Prospective Resident and Owner have executed this Agreement as of the day and year above written the Reservation Deposit (less the \$100.00 Priority Reservation Deposit) being paid to Owner by Prospective Resident within seven (7) days upon the Prospective Resident having been given written notice of acceptance by Owner.

Witness

*Prospective Resident

Witness

*Prospective Resident

Current Address (No. and Street)

City, State, Zip Code

ST. ANN'S SENIOR HOUSING, INC.

By: _____
(Authorized Representative and Title)

*Note: If being completed by Power of Attorney, please sign and attach appropriate documentation.