

## **PRIORITY WAIT LIST DEPOSIT FOR INDEPENDENT LIVING**

**This WAITING LIST DEPOSIT is between \_\_\_\_\_ (the “Prospective Resident”) and Holy Cross Village at Notre Dame (the “Community”). This Agreement is intended to document the interests and intentions of the parties hereto and is not intended to create any legal rights or obligations of the parties beyond those expressly provided herein.**

### **Recitals**

**WHEREAS**, Holy Cross Village at Notre Dame (the “**Community**”) owns and operates a continuing care retirement community located in Notre Dame, Indiana.

**WHEREAS**, the Community desires to provide its residents with accommodations and services for the benefit of the residents.

**WHEREAS**, the Prospective Resident desires to obtain accommodations and services from the Community.

**WHEREAS**, the Community is undertaking an expansion of its campus to include the Anchor Apartments at Holy Cross Village and the Townhomes at Notre Dame (collectively hereafter “**Expansion Units**”).

**WHEREAS**, the Prospective Resident desires to select a unit from the Expansion Units which are not presently available for residency, occupancy or reserving at the Community.

**NOW THEREFORE, in consideration of the aforementioned recitals, the parties hereby agree as follows:**

1. **Waiting List Deposit**: Prospective Resident agrees to make a non-interest bearing deposit in the total amount of \$1,000 (“Deposit”) in exchange for the Community placing Prospective Resident on its waiting list for an Expansion Unit.

The Deposit is due at the time you execute this Agreement. Once paid, the Deposit will not be increased or changed during the term of this Agreement. The Waiting List Deposit shall in no way be considered or interpreted to be a security deposit.

2. **Services and Amenities**. A copy of the Residency Agreement outlining the currently provided services and amenities has been provided to the Resident.
3. **Availability of Unit**. Once the Expansion Units described above become available for reservation in the Community and the Prospective Resident is the next priority member on the waiting list, the Community will notify Prospective Resident in writing to offer reservation of a unit to the Prospective Resident in accordance with the terms and conditions described in the Residency Agreement. Prospective Resident agrees to notify the Community of the selected Expansion Unit in writing within four (4) business days of the

date of the offer. Failure of the Community to receive such selection within the proscribed timeframe will automatically result in the Prospective Resident being moved to the bottom of the current wait list for the Expansion Units.

If the Prospective Resident communicates selection of an Expansion Unit within the proscribed timeframe, the Resident and the Community will fully cooperate with each other to begin the process for acceptance into the Community in accordance with the then existing Conditions of Occupancy of Residence explained in the Residency Agreement and Community policies and procedures, including but not limited to: (a) meeting all conditions of acceptance into the Community; (b) entering into a Residency Agreement with the Community; and (c) paying in full any applicable entrance fees, additional deposits, monthly fees or other financial obligations for securing occupancy within the Community.

If at the time the Notice of Availability of Unit is issued, the Prospective Resident's health status has changed such that the Prospective Resident is unable to live independently for health or safety reasons, the entire Waiting List Deposit shall be refunded without interest. However, the Prospective Resident may elect not to terminate this Agreement and may instead elect direct admission under a Residency Agreement into the Community's Assisted Living or Health Centers in accordance with applicable conditions of occupancy and Community policies and procedures then in existence, in which case the Waiting List Deposit shall be applied as a credit for any financial obligations of the Prospective Resident for securing occupancy in these levels of care at the Community.

4. **Refund of Waiting List Deposit:**

- A. **Termination by the Prospective Resident:** The Community will refund 100% of the Waiting List Deposit, without interest, within thirty (30) days of the Prospective Resident providing written notice of intent to terminate this Agreement.
- B. **Termination by the Community:** In the event the Community terminates this Agreement, the Prospective Resident's sole remedy shall be the return of the Waiting List Deposit, without interest.
- C. **Upon move in to the Community:** The Waiting List Deposit will be applied as a credit against your monthly service fee within 30 days of move in to the Community.

5. **Disclosure:** By signing this Waiting List Deposit Agreement, Prospective Resident acknowledges that he/she has received a copy of the Residency Agreement and other information, which may be material to Prospective Resident's decision whether to occupy a Residence at the Community. Prospective Resident understands that he/she may not occupy the Residence and is not entitled to any services or benefits of residency until Prospective Resident meets the criteria for admission into the Community as provided in the Residency Agreement.

6. **Other Agreements:** This Waiting List Deposit Agreement contains the entire agreement between Prospective Resident and the Community as of this date and supersedes any prior verbal or written agreements or representations relating to residence at the

Community. This Agreement may not be amended or modified unless mutually agreed to in writing and signed by both the Prospective Resident and the Community.

**IN WITNESS THEREOF, the Community and Prospective Resident have executed this Waiting List Deposit Agreement and the Deposit has been paid in full as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.**

\_\_\_\_\_  
Marketing Representative

Resident:\_\_\_\_\_

Resident:\_\_\_\_\_

\_\_\_\_\_  
Current Street Address

\_\_\_\_\_  
City, State, Zip Code

Holy Cross Village at Notre Dame

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

Its: President