

**PURCHASE CONTRACT
APARTMENT ADMISSION CONTRACT
FAIRVIEW FELLOWSHIP HOME FOR SENIOR CITIZENS, INC. AND**

This agreement made and entered into this _____ day of _____ 20__ by and between the Fairview Fellowship Home for Senior Citizens, Inc. an Oklahoma Corporation organized not-for-profit, located in Fairview, Oklahoma, hereinafter referred to as the "Home" and _____, hereinafter designated "Residents" Witnesseth:

That whereas, the Home offers a facility for apartment living in connection with the presently existing facilities known as the Fairview Fellowship Home in the City of Fairview, and Whereas, Residents desire to reside in an apartment owned by the Home and are willing to invest therein as hereinafter set forth, now therefore it is agreed by and between the parties hereto as follows:

1. That in consideration of the foregoing, Resident agrees to pay the Home the sum of \$ _____ for a _____ bedroom apartment known as Villa _____ Apartment # _____ for the right to occupy said apartment for the lifetime of Resident, or either of them, if more than one, or until such time as Resident is unable to reside in said apartment as determined by the Home and consulting physician, and requires additional care as provided in other facilities of the Home, which care the Home agrees to provide at the then prevailing rate to Resident.

2. The Home agrees to give Resident priority to other care facilities of the Home. Resident's priority will be above that of any prospective patients to the other facilities.

3. The purchase price shall be depreciated at the rate ten percent (10%) per annum from the date of this agreement. The undepreciated amount shall be refunded to Resident or Resident's heir if they terminate their residency at the Home, voluntarily or involuntarily. This sum shall be refunded to resident or heirs within one (1) year from date of such termination, or may be used as a deposit for care if the resident moves into the other care facilities of the Home. The refund shall be prorated on a monthly basis. Should the apartment be vacated voluntarily, not due to death or health, the maximum refund shall not exceed ninety-five percent (95%) of the purchase price.

4. The privilege of occupying said apartment shall continue throughout the lifetime of Resident, or either of them, if more than one, unless cancelled in the manner hereinafter provided, but this privilege shall not endure to the use or benefit of the heirs, assignees, executors, administrators, representatives or assigns of Resident.

5. Resident further agrees to pay to the Home a monthly service fee as determined by the Home which fee does not include food, electricity, gas, telephone or city sanitation, but does

include all taxes, (except taxes on property owned by resident), building insurance, (no insurance on Resident's personal belongings), upkeep, water, sewer, cable T.V., laundry facility, painting and repairs of said apartment. The cost of physicians, medicine, special duty nursing and hospitalization is the sole responsibility of Resident.

6. Resident may take meals at the Fairview Fellowship Home in the Dining Room. These meals will be charged to the Apartment Resident.

7. Resident agrees that his rights under this agreement shall at all times be subordinate and inferior to the mortgage or any mortgage now or hereafter secured by the Home, and Resident further agrees to execute, acknowledge and deliver such subordination agreement as any mortgages of said property shall require in order to establish a priority of any such mortgage as a lien against said property.

8. Resident agrees to abide by the regulations of the Home during his period of occupancy in facilities owned by the Home.

9. It is understood and agreed by the Resident, that Resident is not purchasing any right, title or interest in or to the real property owned by the Home, but only the right of occupancy of an apartment owned by the Home in accordance with the terms and conditions of this agreement; further, that no promise or understanding between the parties hereto is valid unless contained in writing in this agreement.

10. The Home shall provide within said apartment a refrigerator, range, kitchen sink with garbage disposal, dishwasher in Villa North, bathroom appliances, carpeting, heating and cooling system, and a call system, all of said items to be maintained, repaired and replaced by the Home for damage occasioned by normal wear and tear.

11. In case of any event which would cause the apartment hereunder to become unfit for occupancy for reason of fire, storm or other casualty, the Home shall make a reasonable effort to provide emergency accommodations for Resident until said apartment is fit for occupancy. The Home shall be responsible for the cost of such emergency accommodations. All payments required to be made hereunder shall continue during such period of time.

12. Resident agrees to maintain the apartment in a sanitary condition and the Home may inspect said apartment to guard the health and welfare of the Residents of the building or to prevent undue deterioration of the building. Since this is a smoke-free facility, smoking or the use of any tobacco products are not permitted in the apartments.

13. This agreement shall be terminated at the option of the Home upon Resident's default by nonpayment of the monthly maintenance fee or other payments required hereunder. The Home shall have the right to apply at the time of default the remaining undepreciated amount to the unpaid monthly fees, and the Home shall refund the remaining balance to Resident and declare the apartment vacant. Reinstatement of the original lease hereunder may be effected by payment of

any monthly charges in arrears and all of the undepreciated amount which has been used to pay monthly maintenance charges and other payments in arrears provided that the restoration privilege must be exercised before the apartment is declared vacant by the Home.

14. No dogs or cats shall be permitted in the apartment and Resident shall provide all the furniture and accessories necessary for said apartment, except as herein specified.

15. Both parties will make an effort to insure that living in the Fellowship Village will be a pleasurable and secure experience. The Home encourages healthy communication among residents and with the facility. Management holds an open door policy for residents to express concerns and ideas.

16. The cost to repair damages, to the apartment and its contents, caused by the Resident will be the responsibility of the Resident. The Home reserves the right to approve the acceptable repair or replacement of damaged items.

IN WITNESS WHEREOF, the agreement has been duly executed by the parties hereto, the day and year first above written.

THE FAIRVIEW FELLOWSHIP HOME FOR SENIOR CITIZENS, INC.

BY:

Administrator

Resident

Resident