Laudium Retirement Home
We strive to serve!

Non-Profit Organisation No. 012-017 NPO

Tel: 083 609 1446
Email: info@laudiumretirement.co.za

AGREEMENT OF LEASE

ENTERED INTO BY AND BETWEEN

THE LAUDIUM RETIREMENT HOME

(The Lessor)

and

……..

(The Lessee)

and

……

(The Surety)

WHEREAS the Lessee wishes to receive accommodation, care services and meals in return for the fees detailed herein

NOW THEREFORE the Lessor, the Lessee and the Surety, if any, therefore agree as follows:

1. The term "the Retirement Home", refers to the building/s known as the **LAUDIUM RETIREMENT HOME** and/or the Lessor's management (PHS Retirement Homes NPO), and the terms "the Room", "the Unit", "the Premises", and "the Suite" all refer to the residential unit covered by this Agreement.

2. The address of the leased premises shall be 320 12th Avenue, Laudium, 0037.

3. The residency created by this Agreement commences on the Commencement Date and continues on a month to month basis, subject to valid termination by the parties.

4. No person under the age of 50 years will be permitted to become a lessee, unless that person is a spouse of a person who is over the age of 50 years

5. The rent shall be the sum of _____ per month and shall commence on the date of signature of this lease and shall escalate annually by an amount commiserate with the inflation rate on the date of anniversary of this lease.

6. The Lessor will provide the facilities and services listed herein and the Lessee and/or the Surety agrees to pay the Total Regular Charges (which include Rent, Care Services, and Meals plus fees for additional services used, on the first day of each month.
7. Partial payments will be applied to Meals, Care Services, Schedule B Charges and lastly to Rent.

8. The facilities, Care Services and Meals contracted for by the Lessee in this Agreement and the related fees are described in Schedule A of this Agreement.

9. Optional items chosen by the Lessee, the fees for which are added to the Total Regular Charges, are listed in Schedule B.

10. Fees for Regular Charges are payable in advance on the first day of each month of residency by Debit Order to **LAUDIUM RETIREMENT HOME.** The banking details are as follows:
Name of Account Holder: Pretoria Hindu Society NPC; Bank: FNB; Branch Code: 252245; Laudium Branch; Account Number: 62612525595

11. Occasional 'User-Pay' charges i.e. services specifically requested by the Lessee are billed and paid immediately after delivery of the services.

12. The Lessee and/or the Surety agrees to pay:

12.1 1% interest per month on amounts overdue more than 30 days;

12.2 Bank fees for any returned cheques of the Lessee or Surety;

12.3 A fee equal to replacement cost for replacing each lost key;

12.4 Any taxes or levies introduced by any government on the fees paid by the Lessee/Surety or otherwise; and

12.5 All additional charges for facilities, services or meals added to this Agreement now or at a later date.

13. The charges for Care Services and Meals may be increased at any time provided at least 30 days written notice has been given.

14. After the first term, the Agreement is automatically renewed on a month to month basis.

15. Service, other than those in the Basic Care Package may be cancelled at the beginning of any month or added at any time and fees charged accordingly, upon agreement by the parties.

16. The Lessee may not assign or sublet the Unit under any circumstances whatsoever.

17. The Lessor may enter the Unit in order to:

    17.1 Show the Unit to prospective Lessees after notice of termination has been given by either party;

    17.2 Evaluate the need for, or perform maintenance, repairs (including cleaning) or renovations deemed advisable or necessary by the Lessor;

    17.3 Provide services under this Agreement, the provision of which requires entry to the Unit.

    17.4 The Lessor shall not be liable for any loss, injury or death to the Lessee's person or property and fees shall not be reduced if the Lessor's employees or agents are unable to deliver services because of the condition in which the Lessee has maintained the Unit or because employees have exercised a right to refuse to work in a Lessee's room where smoking has occurred or if the Lessee has refused entry to the employees providing the service;

    17.5 Show sample suites to prospective mortgagees, insurers or purchasers of the property, if the property should ever be listed for sale or be subject to re-mortgaging or re-insuring;

17.6 Attend to an emergency or urgent situation;

17.7 Check or monitor the Lessee's condition or safety if the Lessee has so requested;

17.8 Accommodate any other reasonable purpose permitted by the Older Persons Act or contemplated by this Agreement.

18. The Lessee may terminate this Agreement on 30 days written notice, and may terminate the delivery of Care Services and Meals on 10 days' notice, each starting on the notice date.

19. The Lessor shall not be liable for any detrimental effects of such termination of Care Services and Meals.

20. The Lessor may terminate this Agreement in accordance with relevant legislation, including, but not limited to:
    20.1 Non-payment of rent;
    20.2 Illegal activity;
    20.3 Wilful/negligent damage;

    20.4 Interfering with other tenants' enjoyment of the building;
    20.5 Unsafe activity (e.g. fire hazards); or
    20.6 Giving 60 days' notice at the end of any term in order to occupy the unit personally, convert it to other uses; or to do extensive repairs/renovations.

21. The Lessee and/or the Surety will compensate the Lessor for all costs or losses resulting from the Lessee's failure to vacate the Unit on the date required by law or by any term of this Agreement if no extension has been agreed to by the Lessor in writing and the Unit is already re-rented.

22. Notwithstanding the above, the Lessee or his/her estate may terminate the Agreement on 20 working days written notice starting on the date of

notification or on the "deemed notice date" (whichever is earlier) for the purpose of transferring to a Hospital or, if the Lessor agrees the transfer is necessary, to a Long-Term Care facility or in the case of death.

23. Deemed notice dates are defined as follows:

    23.1 The date the Lessor is notified that the resident will not be returning from hospital or,

    23.2 The date the Lessor is notified that the Lessee has accepted a bed offered in a specific Long Term Care facility or,

    23.3 The date of death.

24. The 20-day notice period above can be extended, day to day with related rent and other fees payable, until the Unit is cleared of the Lessee's possessions, if the Unit has not already been rented.

25. If a Notice to Reduce the Care Services made available generally to residents is given by the Lessor, the notice shall be provided the Resident in writing at least sixty (60) days before the reduction takes effect.

26. The Lessee and the Surety acknowledge that the Home is not a Hospital, or a Long-Term Care Facility or a health care or treatment centre of any kind and does not provide the services of a Hospital, Long Term Care Centre, health care or treatment centre of any kind.

27. It is acknowledged that the Lessor provides defined services on a fee-for-service basis and that the Lessee's fees cover the services as determined at admission or as adjusted by mutual Agreement thereafter.

28. The resident acknowledges that increases in services, including the provision of special diets, will generate increases in fees and not all services including the provision of special diets or certain treatments can be provided by the Lessor at any price.

29. The health and supportive care needs of the Lessee will be assessed from time to time with the Lessee's consent.

30. The Lessee and Surety accept that the Lessee's care needs may increase to a level beyond that which the Lessor can provide, the Lessor being neither a Hospital nor Long Term Care Facility.

31. If, following an assessment as referred to above, it is determined by the Lessor that the Lessee requires a level of care which is beyond what it is able to provide and/or which places other residents at risk or substantially interferes with their reasonable enjoyment of Residence, the Lessor will be entitled to terminate the Agreement.

32. In such a case the Lessor will endeavour to inform the Lessee or her/his designated agent at the earliest possible date and shall be entitled to give lawful notice of termination.

33. In this instance, the Lessee and Surety agree to cooperate in locating suitable alternative accommodation.

34. None of the aforegoing places the Lessor under any duty to provide care at a level beyond that contracted for by the Lessee under this Agreement and which may be legally provided by the Lessor.

35. The Lessor shall not be liable for deterioration in the health of the Lessee or for his/her death due to his/her failure to take appropriate action in such an instance.

36. The Lessee agrees to provide the Lessor with a medical report signed by a physician regarding his/her health status and disclosing all material health conditions at least 20 days before taking occupancy of the Unit.

37. This Agreement shall be null and void if such report indicates the resident does not meet the admission criteria of the Lessor (Schedule C herein).

38. The Lessee will also provide such other medical information as the Lessor may from time to time require in order to deliver contracted services. The Lessee specifically authorizes the Lessor to release such medical information to other medical institutions, laboratories or professionals as they may require in order to competently deliver services agreed to by the Lessor.

39. Except for such purposes, the Lessor agrees to keep the Lessee's medical information confidential.

40. The Lessee agrees that the Lessor's employees may provide Care Services as agreed herein or as subsequently ordered by his/her physician including the administration of medications, but the Lessor's duty in this regard is limited to the services specifically included in this Agreement or appropriately added in the future.

41. The Lessee and/or his Surety agrees to pay all of his/her fees charged by physicians, labs, pharmacies or other vendors not covered by government or private insurance whether billed directly or through the Lessor.

42. The Lessee waives any right to compensation and releases the Lessor from any liability regarding:

    42.1 The use by the Lessee or his/her guests, of the Unit, services, furnishings, equipment and facilities supplied by the Lessor, including injuries or damages caused by anything done or omitted by any Resident or the Lessor or its owners, employees, or contracted third parties, provided the Lessor exercises reasonable care and attention to prevent such injuries and damages; and

    42.2 Any deterioration in the health and/or well-being of the Lessee including the death of the Lessee; and

    42.3 Any loss of or damage to any personal property of the Lessee or of his/her guests. The provisions of preceding parts of this Section

do not apply in cases of proven negligence by the Lessor, its owners or employees.

43. The Lessee agrees to abide by the Lessor's reasonable policies and rules as set out in Schedules A, B & C to this Agreement or as established from time to time hereafter. All schedules are subject to change from time to time.

44. The LAUDIUM RETIREMENT HOME is a designated non-smoking Residence and the Residence makes no accommodation for interior smoking for the Lessee and/or his/her guests.

45. The Lessor's staff are instructed to report all such incidents by Residents or their guests to the Lessor and guests will be asked to leave the property if found to be in contravention of this provision.

46. The Lessor may proceed with eviction in accordance with legislation if the Lessee's smoking substantially interferes with any other Residents reasonable enjoyment of the Premises or creates a health or safety risk for any person(s).

47. Pets are not permitted at all.

48. The Lessee hereby indemnifies the Lessor for all costs of any kind resulting from the failure of the Lessee or his/her guests to comply with any term of this Agreement including the attached Schedules or from any wilful act, omission, misconduct, or negligence on the part of the Resident or his/her guests.

49. The Lessee and Surety hereby expressly agree to pay to the Lessor the full cost of replacing any flooring, window covering, bathroom fixture, furniture or other similar items, which, in the Lessor's opinion, were damages caused by the Lessee.

50. The Lessor does not indemnify the Lessee against loss of the Lessee's possessions.

51. The Lessor will maintain the rented premises in a state of repair, suitable for habitation during the tenancy and will comply with health and safety; building, fire and other standards required by law.

52. Required repairs will be reported to the Lessor by the Lessee within 3 days of first occupying the Unit or as needed thereafter.

53. The Lessor is not liable for the Lessee's losses from the failure of electrical, plumbing, elevating, heating, and similar systems provided the Lessor arranges repairs with reasonable diligence.

54. The Lessee shall not make or cause to be made any structural alterations to the Premises. Painting, wallpapering and other decorating can only be made by the Lessee after obtaining prior written approval from the Lessor.

55. Attachments for hanging pictures, plants or other things or for attaching anything to the structure must be approved in writing by the Lessor.

56. The Lessee agrees to return the premises to their state prior to any alteration, renovation, or installation done by him/her during the tenancy, prior to vacating if required at the sole discretion of the Lessor.

57. The Lessee and his/her guests agree that the premises shall be used for private residential purposes only and not for any unlawful, commercial or business purpose whatsoever.

58. The Lessee agrees that the Lessor may take possession of the Unit if it is abandoned i.e. that substantially all of the Lessee's possessions have been removed and some rent is unpaid.

59. The Lessor will store abandoned property and attempt to contact the Lessee for 2 months after the Lessee has abandoned the premises.

60. If the Lessee has made no bona-fide arrangement within the 2 months to pay the arrears, the Lodge may dispose of the abandoned property as it sees fit and may apply the proceeds, if any, to its storage costs and to arrear charges.

61. In the case of death the Lessee's Estate may request the nett proceeds of disposal (after the deduction of any rent plus reasonable storage and disposal costs) up to 6 months after the date of death.

62. The Lessor's and Lessee's address respectively for the purpose of giving any written notice is:

    62.1 320 12th Avenue, Laudium, 0037. (The Lessor);

    62.2 ..... (The Lessee).

63. The Surety hereby pledges to the Lessor and the Lessee that:

    63.1 He/she shall, on demand, pay any amount owing under this Agreement for which the Lessee is in default & shall compensate the Lessor for any damages suffered as a result of the Resident's default; and

    63.2 Is jointly and severally responsible with the Lessee for the fulfilment of the Lessees obligations under this Agreement and that, in enforcing its rights under this Agreement, the Lessor may proceed against the Surety as if the Surety were the named Lessee; and

    63.3 Waives any right requiring the Lessor to seek other remedies before proceeding against him/her; and

63.4 Acknowledges that no act or omission by the Lessor regarding the enforcement of its rights against the Lessee under this Agreement discharges or reduces the obligations of the Surety;

63.5 Will assist with and participate in any and all evaluations of the Lessee's needs, including needs for services provided by the Lessor, provide the Lessee with the needed personal items and furnishings for the unit, remove the Lessee's property at discharge, assist in making decisions concerning the welfare of the Lessee and in transferring the Lessee to a higher care facility when required, and aid in making necessary arrangements with the Estate trustee or Executor to provide for funeral, cremation and burial in the event of the death of the Lessee.

64. Should the Lessee pass away during the period of his or her Tenancy under this Agreement or before all his/her obligations under this Agreement are discharged, the Lessee agrees that his/her Estate executor/executrix is hereby directed to provide Notice of Termination of residency to the Lessor and to pay all unpaid fees calculated to the final billing date.

65. The Lessor's condoning or excusing of any default, breach, or non-observance of any duty of the Lessee described herein, or the Lessor's providing of services or things beyond what is required by this Agreement, from time to time or on a regular basis, shall not act as a waiver of such duty or as an agreement to provide such services or things, and no waiver of a such duty, or agreement to provide such services or things exists until agreed to in writing by the Lessor.

66. The unenforceability of any part of this Agreement shall not affect, impair or invalidate the rest of it.

67. This Agreement is governed by the Laws of the Republic of South Africa.

68. The Agreement is deemed amended as gender and number may require.

69. The accompanying Schedule A and Schedules B and C are an integral part of this Agreement and the Lessee acknowledges having received those Schedules and the form entitled "Information for New Tenants" before entering into this Agreement.

70. To be valid, changes to this Agreement must be in writing and signed by an agent of the Lessor, the Lessee, and the Surety except that the Lessor reserves the right to make reasonable additions or changes to the Policies, Rules, and Regulations from time to time, provided that any change or addition which reduces the care services made generally available to residents, must be issued in writing at least 60 days prior to the effective date.

71. This Agreement shall be binding on the respective heirs, executors, administrators, successors and assigns of each party.

72. The initials of the Lessee or Surety, as appropriate and applicable beside any of the following optional terms, shall be sufficient proof of the inclusion of that item in the Agreement.

73. The Lessee hereby authorizes entry into the unit by the Lessor, and its agents, employees and contractors for the purpose of delivering the services agreed to herein.

74. The Lessee agrees to compensate the Lessor for one hundred percent of its costs on the attorney and client scale arising from any suit or claim of any kind against the Lessor.

75. The Lessee is advised to obtain suitable insurance for fire, theft and other risks.

DATED _____

_____ _____

LESSEE LESSOR

(Full name and signature) (He being duly authorized)

_____

WITNESS

AGREED TO AND SIGNED BY THE SURETY:

_____ (Signature)

SURETY: _____(Full Name)

Address: _____

Phone - Home: _____ Work: _____

Phone - Cell: _____

E-Mail: _____

_____

WITNESS

(Full name and signature)

SCHEDULE A

OPTIONAL ITEMS CHOSEN BY RESIDENT AT ADMISSION MONTHLY CHARGE

[Delete or write N/A for items not chosen by new resident]

I. PARKING:

II. AIR CONDITIONING:

III. ADDITIONAL REGULAR SERVICES: - e.g. laundry, phone, internet, bathing assistance, grooming, dressing, personal care.

IV. LEVEL - 3 CARE (Separate analysis and agreement required if needs are not satisfied by items above.)

V. EXCURSIONS

SCHEDULE B

CHARGES FOR OPTIONAL ITEMS

POLICIES, RULES and REGULATIONS

Note: Reasonable additions or changes to this Schedule may be made in the future as approved by the management of the Lessor.

I. FIRE PREVENTION: Nothing shall be done or kept on the premises by residents which increases the risk of fire, interferes with fire-fighting efforts, and increases the rate of fire insurance or conflicts with any laws or regulations relating to fire prevention. Fire regulations prohibit stoves, hot plates, or other appliances with heating elements in non-apartment units.

II. SMOKING: CONTRAVENING SMOKING RULES IS A SERIOUS RULE BREACH: Smoking is prohibited in all parts of the building

III. OTHER RESIDENTS' RIGHTS and LEGAL COMPLIANCE: Nothing shall be done or kept on the premises by a Lessee which may obstruct, interfere with, injure or annoy other residents or which is in conflict with any insurance policy, law or government regulation.

IV. PLUMBING and WATER: Care shall be taken to ensure plumbing facilities are not damaged or blocked. Water shall not be left running except when in actual use.

V. SIGNS: The posting of signs, ads and notices require prior approval by the Lessor.

VI. WINDOWS and BALCONIES: Nothing shall be placed on/attached to windows or sills. Awnings, shades and similar items outside of windows require the approval of the Lessor. Nothing shall be placed on balcony railings and no additions or changes to balcony configurations are permitted without permission from the Lessor.

VII. GARBAGE & RECYCLING: Garbage may not be placed outside rooms, in the hallway (fire regulations) and if placed in rooms must be enclosed in tightly tied plastic bags to prevent odours. Normally garbage should be retained in the unit for pickup by housekeepers or maintenance staff.

VIII. SECURITY: The front door is unlocked during day and early evening hours but is locked at night. All other exit doors are locked to outsiders unless in actual use. Front door keys are issued to residents on a request basis only and each recipient must sign an agreement. Keys may not be copied without the manager's approval and must be returned at discharge. The Key-Agreement-Form includes financial penalties for security breaches due to unauthorized copying. Residents or guests without keys arriving after the front door is locked must use the access panel for apartments or the doorbell.

IX. RESIDENTS' SIGN-OUT/SIGN-IN BOOK: The Lessor requests that all residents sign out and in every time they leave the building to facilitate the handling of unexpected phone calls or visitors and for information purposes in case of a fire drill or fire.

X. ELECTRICAL: All appliances must be approved by the Lessor. Electrical circuits are not to be overloaded.

XI. PARKING: Parking is available to the Resident to the extent specified in Schedule B. No parking space or right to a space is attached to any unit. The fee may be increased, on 90 days' notice, at any time. Only the number of spaces approved may be used. Spaces are specific. Use is on a first-come first-served basis. Camper vans, cargo trucks, buses, trailers, boats, snowmobiles, and similar vehicles are not permitted. Inoperable or unlicensed vehicles are not permitted. On-site repair of vehicles is not permitted. The Lessor is not responsible for vandalism or other damage to vehicles parked in the Lodge parking lot, nor is it

responsible for theft of such vehicles. Residents must appeal to their own insurance companies for compensation.

XII. TV ANTENNA and/or SATELLITE DISHES: No such device is permitted to be attached in any way to windows or window openings or any part of the exterior of the building including balconies.

XIII. MOTORIZED WHEELCHAIRS AND SCOOTERS: The Lessee agrees that motorized wheelchairs and scooters require permission of the Lessor. The Lessee will compensate the Lessor for any costs and damages resulting from the Lessee's use of such a vehicle. A minimum of R200 000 of liability insurance is strongly recommended in case the vehicle injures another person or property. These devices must be parked in the residents unit.

XIV. DECORATING: Only water based paints and dry-strippable wallpaper are permitted. Stick-on or glue-on picture hangers are not permitted. The suite must be returned to its original condition, save ordinary wear and tear, when vacated. More extensive renovations require the explicit approval of the Lessor.

XV. COMMON AREA FURNITURE AND EQUIPMENT: No common area furniture or equipment is to be moved to another area or into a Unit without the Lessor's approval.

XVI. COMMON AREA HEAT AND AIR CONDITIONING EQUIPMENT: The controls for this equipment are to be adjusted by the Lessee's staff only.

XVII. KITCHEN AND DINING ROOM: The Lessor will provide three meals a day but will not serve any snacks. The Lessee accepts that it his his/her responsibility to ensure that he/she provides his/her own snacks for consumption between mealtimes.

i. The Lessee must indicate whether he/she has specific dietary requirements (e.g. Vegetarian/Halaal/Diabetic) and the Lessor will

attempt to cater for these specific requirements insofar as same is possible. In this regard, the Lessor advises that there are two kitchens at the premises, one of which will be dedicated to non-vegetarian food preparation;

ii. For safety/insurance reasons residents may not enter the kitchen, or serve themselves during meal hours. No animals other than guide dogs are permitted in the dining room area.

XVIII. THE LESSOR DOES NOT PROVIDE SUPPLIES, FOOD, DISHES OR CUTLERY for the purpose of stocking resident rooms or serving guests. Lessees must supply their own dishes, glassware, cutlery etc. for their units and food and drink items to serve to their guests in their rooms. Guests may purchase meals in the dining room. All property of the Lessor must be returned to the dining room. Property of the Lessor may not be removed from the dining room. Alcoholic beverages may not be consumed in common areas except when served by staff of the Lessor as part of an activity.

XIX. ACTIVITIES & ACTIVITY EQUIPMENT: Residents participate in activities and use all equipment solely at their own risk. The Lessor should be consulted about the proper use of any piece of equipment, but instruction and advice received does not transfer liability to the Lessor or its staff. Each resident must ultimately decide to participate or not, in a particular activity and accept the consequent risk. Activity equipment may not be taken to resident rooms without the Lessor's permission.

XX. RECREATION AREAS: These areas may be used 24 hours per day by residents subject to Rule _____. The Lessor reserves the right, however, to hold occasional meetings and private functions in such rooms. Resident guests, including supervised children under 16, are welcome to use all common areas with their resident friends or relatives.

XXI. ITEMS NOT PROVIDED BY THE LESSOR: The Lessee agrees and accepts that the Lessor does not provide any of the following items - canes - wheelchairs - special toilet or bath seats - walkers - food supplements - physio-therapy devices - syringes - dentures - mobility aids - bandages - eye glasses - hearing aids - telephone - dry cleaning - foods completely outside the Lessor's normal catering activities - DSTV - newspapers. The Lessee is responsible for all medically related expenses.

XXII. KEYS: All front door, unit and mailbox keys remain the property of the Lessor and are not to be copied or loaned. The Lessor will charge a reasonable fee to replace lost keys representing the approximate out-of-pocket total cost.

XXIII. PERSONAL LAUNDRY: Personal items are submitted to the Lessor's laundry service at the Lessee's sole risk. These items need to be clearly marked by the Lessee. Laundry services will be rendered once a week. The Lessor's laundry service cleans only washable and dryable items using ordinary commercial detergents. Limited ironing is included if time permits but is not guaranteed. Dry cleaning can be sent to a local cleaner at the Lessee's expense. If the Lessee prefers he/she may do his/her own laundry after receiving instructions on how to use the detergent dispensers. There is no fee reduction for doing laundry personally.

XXIV. INSURANCE AND SAFEKEEPING: Residents are advised to exercise ordinary good judgement with respect to the security of their own property.

i. A standard basic apartment insurance policy covering normal risks and perils, general liability, specified valuables, and liability for property damage or injury to other persons or their property caused by a motorized wheelchair or scooter, if applicable, is strongly recommended;

ii. The Lessor will provide safekeeping for small amounts of spending money in a fire proof safe accessed only by a duly authorized employee;

iii. The Lessee is are advised not to keep large amounts of cash on the premises and to lock doors when not in their units.

XXV. REPAIRS: Requests for repairs must be in writing, addressed to the manager to ensure consideration. Verbal requests are very unreliable as they may be forgotten before they are recorded. Any emergency repairs needed should be reported immediately to the nurse or, if necessary, any other employee on duty. Examples are overflowing toilets, other floods or serious leaks, dangerous electrical problems, and broken windows.

XXVI. DEFINITION OF AN EMERGENCY: For the purpose of Section 7.5 of the Agreement an emergency means: With reference to the physical premises:

i. A situation or condition, the result of which is on-going damage to the Unit or to other parts of the building or which is causing continued, undue discomfort or hardship for one or more residents and where entrance to the Unit is required to correct the situation, or;

ii. A situation or condition which, if left unattended, is likely to result in significant damage to the Unit or other parts of the building or undue discomfort or hardship to one or more residents and where entrance to the unit is required to correct the situation;

XXVII. DISCOUNT FOR ABSENCES: The Lessee will not receive any discounts for any absences less than 30 consecutive days.

XXVIII. OTHER POLICIES, RULES AND REGULATIONS: The Lessor reserves the right to add other reasonable policies, rules and regulations as required. Prospective residents should be 50 years of age or older and must submit a medical report from their regular physician prior to this Agreement becoming final. The purpose of these conditions is to ensure that persons are not admitted who are beyond the Lessor's ability to safely and affordably provide care, or who, because of lifestyle or health level, could present a safety risk to other residents or substantially interfere with their reasonable enjoyment of the premises.

XXIX. The Lessor will consider both physical and mental health care factors such as ability to travel independently inside and outside; ability to dress, wash, bathe and eat independently; ability to care for clothing and personal property independently; absence of communicable diseases; ability to administer self-care independently; ability to find food choices within the Lessor's normal ordering pattern; degree of orientation in the environment without coaching or supervision; ability to make independent choices and decisions; ability to care for and self-administer medications; ability to understand, the costs, contractual arrangements and payment requirements of admission before agreeing to enter into or continuing with the letting agreement.

XXX. Some Specific Reasons for Refusal of Admission - Age less than 50 years; Extensive nursing requirements beyond the Lessors capacity; Marked confusion at admission (particularly if wandering and getting lost); Marked incontinence at admission; Inability to manage meals in the common dining room; Confinement to a wheelchair; Inability to manage oxygen with only minimal staff assistance; Complicated dietary requirements beyond the Lessors capacity including special diets other than simple diabetic, low-salt and soft food diets or Vegetarian, Halaal requirements.

SCHEDULE C

ADMISSION CRITERIA

1. The Lessee must submit a health report outlining his/her health condition.

2. The Lessee must agree to be evaluated by the Lessors doctor to determine eligibility from a health perspective;

3. The Lease will subsist on a monthly basis and may be terminated upon either party giving the other 1 calendar months' notice of an intention to vacate the premises;

4. The Lessee must complete a stop order payment facility in order to ensure that rent is made timeously and in full;

5. The Lessee and the surety agree that the Lessee will be returned to a designated family home in the event of non-payment of rent or other obligations or in the event of the Lessee requiring care which is beyond the ability of the Lessor to provide. The designated family home is situated on:

   .....

   ..... (Physical Address)