



**BELLA VISTA WAITLIST DEPOSIT AGREEMENT**

This Waitlist Deposit Agreement is made by and between The Academy at Bella Vista, LLLP, a Colorado limited liability limited partnership ("The Academy at Bella Vista") and \_\_\_\_\_ (the "Applicant").

The Academy at Bella Vista is the owner of the Bella Vista memory-care community located at 2762 Bella Vista Lane, Boulder, Colorado. Concurrently with the execution of this Waitlist Deposit Agreement, the Applicant is paying \$1,000 to be placed on the waitlist for a residence at Bella Vista. When a residence becomes available and no existing member of the Academy nor any individual on the waitlist having priority over the Applicant selects such residence, the Applicant will be notified by telephone and will have 24 hours within which to accept the residence. If the Applicant accepts the residence, the Applicant must sign a Reservation Agreement and pay a non-refundable fee of \$1,000 to reserve the residence.

The Applicant understands that the \$1,000 to be paid upon signing the Reservation Agreement is an "Assessment Fee", to cover Bella Vista's costs of assessing the Applicant for residency at Bella Vista, and is non-refundable. The Applicant agrees to furnish a Physician's Health Assessment and to meet with our Health Services Director for a Functional Assessment within five days from the date of the Reservation Agreement in order to enable Bella Vista to determine whether or not the Applicant is appropriate for residency at Bella Vista.

The Applicant acknowledges that once our Health Services Director has reviewed the Physician's Assessment and conducted the Functional Assessment and if the Applicant is approved for residency at Bella Vista, then within five days of being notified of the Applicant's acceptance to Bella Vista the Applicant will be required to sign a Residency Agreement and to pay the following amounts:

- A \$20,000 Membership Fee for residing at The Academy at Bella Vista. The \$1,000 deposit being paid by the Applicant upon signing this Waitlist Agreement as well as the \$1,000 reservation fee will be credited against the Membership Fee, for a net Membership Fee due of \$18,000.
- A Security Deposit of \$5000.
- Monthly Dues. The Applicant understands that the Monthly Dues will be payable monthly throughout the Applicant's residency at Bella Vista, and may change from time to time as provided in the Residency Agreement.
- Level of Care. The Applicant understand that level of care will be payable monthly throughout the Applicant's residency at Bella Vista, and may change from time to time as provided in the Residency Agreement.

The Applicant may cancel this Waitlist Deposit Agreement and receive a \$800 partial refund of the \$1,000 deposit at any time until the Applicant has signed the Reservation Agreement. Likewise, The Academy at Bella Vista may cancel this Waitlist Deposit Agreement at any time before the Applicant signs the Reservation Agreement, in which case The Academy at Bella Vista will refund the \$800 of the \$1,000 deposit to the Applicant.

**THE APPLICANT:**

\_\_\_\_\_  
(Signature of Legal Representative)

\_\_\_\_\_  
(Date)

Email: \_\_\_\_\_

**THE ACADEMY AT BELLA VISTA, LLLP, a Colorado limited partnership**

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