



INDEPENDENT LIVING WAITLIST DEPOSIT AGREEMENT

This Wait List Agreement is made by and between The Academy Group, L.P., a Colorado limited partnership (“The Academy Group”) and _____ (the “Applicant”).

The Academy Group is the operator of The Academy, a retirement community located at 970 Aurora Avenue, Boulder, Colorado. Concurrently with the execution of this Waitlist Deposit Agreement, the Applicant is paying the sum of \$2,500 as a Wait List Fee to enable the Applicant to be placed on the waitlist for The Academy.

When a Residence matching the Applicant’s preferences becomes available, and so long as an existing member of The Academy or any individual on the waitlist having priority over the Applicant does not elect to lease the Residence, the Applicant will be notified and will have five business days in which to respond. If the Applicant elects to accept the Residence, the Applicant must sign a Reservation Agreement and pay a \$17,500 Reservation Fee. The Reservation Agreement and Reservation Fee will hold the Residence for up to 30 days. Within 30 days from the date of the Reservation Agreement (or upon occupancy, whichever is earlier), the Applicant must sign a Residency Agreement, pay the Membership Fee and Security Deposit, and begin to pay the Monthly Service Fee applicable to the selected Residence. The \$2,500 Wait List Fee and the \$17,500 Reservation Fee will be applied to the Membership Fee. If the Applicant declines the Residence at that time, the Applicant’s name will remain on the Wait List and the Applicant will be notified if another residence at The Academy meeting the Applicant’s criteria becomes available.

The Applicant may cancel this Wait List Agreement at any time prior to signing a Reservation Agreement and paying the non-refundable Reservation Fee, in which case The Academy will refund \$2,000 of the \$2,500 Wait List Fee to the Applicant and will retain \$500 of the Waitlist Fee. The Academy Group may cancel this Wait List Agreement at any time prior to the date the Applicant pays the Membership Fee if, in its reasonable discretion, The Academy Group determines that the Applicant does not meet the conditions for residency at The Academy as set forth in The Academy’s Admission and Discharge Policy, Residency Agreement and Resident Handbook, in which case The Academy will refund the \$2,500 Wait List Fee to the Applicant.

THE APPLICANT(S):

(Signature of Applicant)

(Date)

(Signature of Applicant)

(Date)

Email: _____

Phone: _____

THE ACADEMY GROUP, L.P., a Colorado limited partnership

By: _____