



## **PRIORITY WAITING LIST AGREEMENT**

Applicant (s) \_\_\_\_\_

Mailing Address \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

THE APPLICANT (s) wishes to assure him/herself a position on the Priority Waiting List at Highland Green in Topsham, Maine. By signing and delivering this Priority Waiting List Agreement to Highland Green Management Company, accompanied by a payment of \$2,500.00, the Applicant agrees, subject to acceptance by Highland Green Management Company, to the following terms:

1. \$1,500.00 of the \$2,500.00 payment is the refundable Priority Fee and \$1,000 is the nonrefundable Processing Fee; provided, however, that if the Applicant signs a legally binding lease agreement (“Lease”) for a residence at Highland Green within six months of signing this Priority Waiting List Agreement then the entire \$2,500 shall be applied to the first month of rent under the Lease.
2. A Lease shall be for the right to rent and occupy a residence/apartment at Highland Green.
3. In return for the payment of the Priority Fee, Applicant will be considered for a Lease in the order of Applicant’s position on the Priority List.
4. The Priority List works in the following manner:  
  
The Applicant will be considered for a Lease in the order of Applicant’s position on the Priority Waiting List. When a suitable residence/apartment becomes available, a Lease will be offered to the Applicant. Applicant must accept or reject the Lease within ten (10) days of the offer. If the Applicant does not accept the Lease, the Applicant shall maintain their position on the Priority Waiting List, provided Applicant has designated his/her/their preferred residence type. Upon accepting the Lease offered, the Applicant shall pay the first and last month’s rent under the Lease to secure their residence of choice at Highland Green.
5. The decision to offer or not to offer a Lease to Applicant is made by Highland Green Management Company in the exercise of its sole discretion. The Applicant agrees to accept such decision as binding and final in all respects. If an Applicant is not offered a Lease at Highland Green, any paid Priority Fee shall be returned.
6. The processing fee represents a recovery of a part of processing costs and is not refundable under any circumstances unless it is applied to the rent under a Lease within the first six months as set forth above.

7. Highland Green may at any time change its schedule of fees or its admission policies and agrees to mail written notice of such changes to persons on the Priority List at least 30 days prior to the effective change.
8. Should an Applicant die before coming to Highland Green, Highland Green Management Company will repay the Priority Fee to the Applicant's estate upon written request within one year of the Applicant's death. Repayment will be made within sixty days of the receipt of the request. If no personal representative is appointed, Highland Green Management Company shall select, from among the applicant's spouse, next-of-kin or other reasonable persons, the person to whom repayment shall be made. Highland Green Management Company shall be fully discharged from all further liability in respect of such repayment. Highland Green Management Company shall not be charged with knowledge of an applicant's death, until notified in writing.

In respect to repayments, an Applicant's rights under this agreement are personal to him/her. They may not be re-assigned, and shall not pass to his/her heirs or personal representatives. If an application is made by husband and wife, both are deemed to be included under the word "Applicant" as used in this agreement, and payment of a single priority and processing fee shall cover both.

The applicant desires to be notified upon availability of the following units: (Applicant may check as many options as desired).

Highland Green Independent Living Apartments (Building #1)

- Two-Bedroom; Two-Bathroom (1,154-1,527 SF)
- Two-Bedroom; Two-Bathroom; Den (2,049 SF)
- I prefer to select my apartment size later

**If you wish to join the priority wait list, please mail this completed form along with your \$2,500 check payable to "Highland Green Management Company." Please mail check to:**

Highland Green  
 Attn: Christie Hall  
 7 Evergreen Circle  
 Topsham, ME 04086

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 2023

Applicant signature: \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

Accepted by Highland Green Management Company:  
 \_\_\_\_\_ Date \_\_\_\_\_