

**DISCLOSURE STATEMENT**

**UNDER PENNSYLVANIA ACT 82**

**CHURCH OF GOD HOME, INC**

**A CONTINUING CARE RETIREMENT COMMUNITY**

**LOCATED AT:  
801 NORTH HANOVER STREET  
CARLISLE, PENNSYLVANIA 17013  
PHONE: (717) 249-5322**

**EFFECTIVE DATE OF DISCLOSURE STATEMENT: DECEMBER 2023**

**This Disclosure Statement is not a contract and the Provider reserves all rights to amend, revise, update and otherwise change the Disclosure Statement at any time, in accordance with applicable laws.**

**The issuance of a Certificate of Authority does not constitute approval, recommendation or endorsement of the facility by the Pennsylvania Insurance Department, nor is it evidence of, nor does it attest to, the accuracy or**

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## SUMMARY

1. The Facility:  
Church of God Home, Inc.  
801 N. Hanover Street  
Carlisle, PA 17013
2. Licensed Provider  
Church of God Home, Inc.  
801 North Hanover Street  
Carlisle, PA 17013
3. Person to Be Contacted to Discuss Admission  
Tosha Welker, Admissions  
801 North Hanover Street  
Carlisle, PA 17013  
(717) 249-5322
4. Description of Property  
The Church of God Home, Inc. is located on 5.1 acres in a suburban area, within the city limits of Carlisle, PA. Licensed nursing care and some independent living units are located in a primarily one-story building. The Creekside Apartments are on a grade that overlooks the LeTort Creek. The congregate facility, LeTort Manor, is located in three stories, attached to the nursing home.
5. Age Requirements for LeTort Manor  
The minimum age is 62. There is no minimum age for spouses of residents who are 62 or older, or for handicapped or disabled persons.
6. Affiliations with Religious, Fraternal, Charitable & Non-Profit Organizations  
The Eastern Regional Conference of the Churches of God, General Conference (Conference)  
The Forever Caring Fund of the Eastern Regional Conference of the Churches of God  
The Orchards at Marsh Run  
StoneRidge Retirement Living Communities, Inc. (name change from New Dawn Christian Community Services, Inc) (Effective January 1, 2014)  
StoneRidge Retirement Living (Effective January 1, 2014)  
Schoolyard Square (Effective August 1, 2014)  
Countryside Christian Community (Effective July 1, 2020)
7. Current Resident Population  
The total house population as of December 31, 2024 was 115. Independent Living had 47 residents; the 68 remaining residents were in nursing.
8. Entrance and Monthly Fees

One bedroom unit	Ranges
Entry Fee	\$63,000 to \$109,000
Monthly Fee	\$1,299 to \$1,429 single occupancy \$1,751 to \$1,904 double occupancy

## RESPONSES TO SECTION 7 OF PENNSYLVANIA ACT 82

**NOTE: Item numbers correspond to paragraphs of PA Act 82, Section 7, which sets the requirements for this disclosure statement.**

1. Church of God Home, Inc. is a not-for-profit Pennsylvania Corporation. Church of God Home is qualified for exemption from federal taxes under Section 501(c)(3) of the Internal Revenue Code.
2. The governing board is comprised of individuals who have backgrounds appropriate to their roles and responsibilities. These are all the people who meet the definition in Section 7 (a) (2) of the Act. A listing of the Board of Trustees is attached as **EXHIBIT "A"**.
3. This item requires a listing of the following information for those named in Item 2:
  - (A) The CEO has 32 years in the long-term care industry.
  - (B) StoneRidge Retirement Living Communities, Inc. provides and bills management services to Church of God Home, Inc. under contract.
  - (C) Description of certain types of criminal, civil, or administrative charges, convictions, injunctions, or suspensions of licenses: NONE.
4. Church of God Home, Inc. is governed by a Board of Trustees which, effective January 1, 2014, are elected by StoneRidge Retirement Living Communities, Inc., a 501(C)(3) Pennsylvania nonprofit corporation and the sole member of Church of God Home, Inc. Board Members are elected by StoneRidge Retirement Living Communities, Inc. through its Board of Trustees at the annual meeting. The term is for three years and members may be reelected for one additional three year terms. After an absence of one year, they are eligible for reelection.

Church of God Home, Inc. is affiliated with The Orchards at Marsh Run, a 501(C)(3) Pennsylvania nonprofit corporation. StoneRidge Retirement Living Communities, Inc. is also the sole member of The Orchards at Marsh Run.

Effective January 1, 2014 Church of God Home, Inc. is affiliated with StoneRidge Retirement Living, a 501(C)(3) Pennsylvania nonprofit corporation. Effective August 1, 2014, Church of God Home, Inc. is affiliated with Schoolyard Square, a 501(C)(3) Pennsylvania nonprofit corporation. . Effective July 1, 2020, Church of God Home, Inc. is affiliated with Countryside Christian Community, a 501(C)(3) Pennsylvania nonprofit corporation. StoneRidge Retirement Living Communities, Inc. is the sole member of StoneRidge Retirement Living and Schoolyard Square. See Note 1 of the Audited Financial Statements (Exhibit E) for additional affiliations.

Church of God Home, Inc is affiliated with The Forever Caring Fund ("FCF") of the Eastern Regional Conference of the Churches of God ("Conference"), a Pennsylvania nonprofit organization, which was created in the 1980's to receive and provide financial support to the COGH and other affiliated entities that serve the elderly population.

Neither the Church of God, the Conference, StoneRidge Retirement Living, Schoolyard Square, Countryside Christian Community nor any other affiliate of the Church of God Home, Inc or any other person or entity is responsible for the liabilities of the Church of God Home, Inc or the fulfillment of its contractual obligations.

Church of God Home, Inc. is exempt from the payment of federal income tax under Section 501(c)(3) of the Internal Revenue Code and is also exempt for the payment of Pennsylvania capital stock and corporate income taxes.

4.

5. Church of God Home, Inc. is located on 5.1 acres in a suburban area within the city limits of Carlisle, PA and North Middleton Township (3.3 acres are the nursing facility and 1.8 acres are LeTort Manor).

Licensed nursing care and independent living units are located in a primarily one-story building. Creekside Apartments are on a grade that overlooks LeTort Creek. The congregate facility, LeTort Manor, is located in three stories and is attached to the nursing home. Church of God Home, Inc. includes the Creekside Apartments consisting of 4 efficiencies and 10 one bedroom independent living apartments. There are 109 long-term care nursing beds. LeTort Manor has 36, one bedroom apartments. The Creekside Apartments occupied by independent living are market rent, and LeTort Manor apartments are leased with an entrance fee arrangement or rental agreement.

The nursing facility is located at 801 North Hanover Street, Carlisle, PA 17013.  
LeTort Manor's address is 825 North Hanover Street, Carlisle, PA 17013 and it is attached to the Nursing Facility.

6. List of Services

A list of services that are included in the basic contract is attached a **EXHIBIT "B"**

7. Church of God Home, Inc charges a one-time entrance fee for our entrance fee model, due upon occupancy, with a monthly service fee assessed thereafter. Entrance fees and monthly fees charged to residents are set forth in the attached **EXHIBIT "C"**.

Monthly fees and fees for services not included in the basic agreement may be adjusted from time to time as the cost of providing services changes. These adjustments, under normal circumstances, will be announced December 1, and become effective January 1. Fees for nursing and personal care services are attached as **EXHIBIT "D"**.

8. Church of God Home, Inc. has established reserves to cover 10% of total operating expenses excluding depreciation. **Refer to the 2023 audited financial statements.**

To pay these obligations, Church of God Home, Inc. has established reserves, which on December 31, 2023 were \$224,559.

None of these funds are in the general fund checking account. They are deposited in stocks, bonds, CD's, money market funds and mutual funds

9. Financial Statements

Attached as **EXHIBIT "E"** are the certified financial statements of Church of God Home, Inc., including

- (i) Balance sheet as of the end of the most recent fiscal year.
- (ii) Income statement as of the end of the most recent fiscal year.

5.

**EXHIBIT “A”**

**BOARD OF TRUSTEES**

**Church of God Home, Inc**

**Board of Trustees**

**2024**

**President:** Scott Artz, 440 E. Lincoln Ave., Myerstown, PA 17067

**Vice President:** Jill Smith, 440 E. Lincoln Ave., Myerstown, PA  
17067

**CEO:** Steven J. Reiter, 440 E. Lincoln Ave., Myerstown, PA 17067

**TRUSTEE:** Cindy Walters, 440 E. Lincoln Ave., Myerstown, PA  
17067

## **EXHIBIT “B”**

### **LIST OF SERVICES**



## **List of Services**

Apartment residents pay a monthly fee which includes the following services:

### **Healthcare Support**

- 24 hour emergency call system
- Daily check in system
- Priority access to Healthcare Center
- Healthcare education and monitoring including monthly blood pressure screening

### **Maintenance Services**

- Bi-weekly cleaning, including dusting, vacuuming, kitchen and bathroom
- Building maintenance, including repairs of equipment and appliances
- Annual safety inspection
- Snow removal
- Trash removal
- Lawn care
- Annual spring cleaning

### **Additional Benefits**

- Easy access to shopping and restaurants
- Close to major highways
- Exercise equipment
- Proximity to local hospital
- Adjacent to the US Army war college
- Nicely landscaped grounds on a private campus with concrete walkways along the Letort creek

### **Other services**

- Noon meal in LeTort dining room
- Leave of absence meal refund
- Tray service when ill
- Most utilities, including washer and dryer, dishwasher, oven/range, refrigerator, garbage disposal
- Reserved parking in lighted parking lot
- Fire alarm and sprinkler system
- Real estate property and liability insurance (renters insurance not included)
- Elevator
- Tenant storage
- Social and recreational activities
- Sunday and Thursday worship
- Chaplaincy services
- Weekly local shopping excursion
- Notary services
- Internet computer in lounge
- Wi-fi
- Exercise classes
- Birthday celebrations

### **Services available to residents for an additional fee**

- Telephone service
- Physical, occupational and speech therapy
- Guest meals
- Guest lounge
- Podiatry services
- Party food, cake, room reservations
- Cable TV service
- Special activities and outings
- Blood testing
- Newspaper subscriptions
- Hair care services
- Refurbishment, redecorations or structural changes of apartment

## **EXHIBIT “C”**

### **ENTRANCE FEES AND MONTHLY FEES**



## INDEPENDENT LIVING WITH ENTRANCE FEE

*Effective November 1, 2023*

Apartment Style	40% Refundable Entrance Fee	Non-Refundable Entrance Fee	Single Occupancy	Double Occupancy
<b>Letort A</b> 737 sq. ft.	\$109,000	\$83,000	\$1,429	\$1,904
<b>Letort B</b> 600 sq. ft.	\$96,100	\$73,000	\$1,320	\$1,766
<b>Letort C</b> 600 sq. ft.	\$96,100	\$73,000	\$1,320	\$1,766
<b>Letort D</b> 576 sq. ft.	\$81,000	\$63,000	\$1,299	\$1,751
<b>Letort E</b> 576 sq. ft.	\$81,000	\$63,000	\$1,299	\$1,751

## INDEPENDENT LIVING WITH MONTHLY PLAN\*

Apartment Style	Single Occupancy	Double Occupancy	Apartment Style	Single Occupancy	Double Occupancy
<b>Letort A</b> 737 sq. ft.	\$2,987	\$3,462	<b>Creekside Studio</b> 368 sq. ft.	\$1,552	\$1,929
<b>Letort B</b> 600 sq. ft.	\$2,694	\$3,138	<b>Creekside One BR</b> 496 sq. ft.	\$1,955	\$2,330
<b>Letort C</b> 600 sq. ft.	\$2,694	\$3,138			
<b>Letort D</b> 576 sq. ft.	\$2,398	\$2,850			
<b>Letort E</b> 576 sq. ft.	\$2,398	\$2,850			

Church of God Home offers a Fee-For-Service plan, which includes housing, residential services and amenities for the fees stated. Health-related services, including long-term nursing care and personal care services, are paid for as they are used.

\*Independent Living Residents who choose the monthly rental option will be charged a security deposit of one month's rental rate.

**EXHIBIT “D”**

**FEES FOR NURSING SERVICES**



## SCHEDULE OF CHARGES

Effective 11/1/2023

### NURSING CARE: Faith Wing and Love Wing

Long Term Care, Semi-Private	\$381.00/day
Long Term Care, Private	\$461.00/day

### ADDITIONAL CHARGES AND/OR FEES:

Security Deposit	Equivalent to a 31-day per diem rate
Bed Hold	Per Diem Rate
Clothing Name Labels	Vendor Cost
Billable Medical and Nutritional Supplies	Vendor Cost
Oxygen Concentrator Usage	\$3.00 per day
Portable Oxygen Usage	\$12.00 per cylinder
Cable Internet/Modem	\$20.00 per month/ \$62.00 one time fee
Beautician	Vendor Cost
Pharmacy	Vendor Cost
Transportation	
0-10 miles (round trip)	\$25.00
11-50 miles (round trip)	\$45.00
51-76 miles (round trip)	\$75.00
Escort Service	\$20.00 per hour

♦Vendor costs or fees may be added for specialty equipment and/or supplies.

♦Residents on a Medicare stay are responsible for all co-pays.

The services of the following professionals will be billed by the provider: *Attending Physician, Podiatrist, Eye Doctor, and Psychiatrist*. The responsibility for all charges is between the provider and the resident.

Physical, Occupational and Speech services will be billed at the Medicare fee schedule rates. We will bill Medicare and/or insurance where applicable.

*Invoice Terms: No finance charge will be assessed if paid within 30 days for active accounts. Thereafter, 1.5% per month on the outstanding balance, plus \$35.00 per month late fee.*

**EXHIBIT “E”**

**AUDITED FINANCIALS STATEMENTS**

Church of God Home, Inc.  
Audited Financial Statements  
For the Year Ended 12/31/24

Please note that the audited financial statements for the year ended December 31, 2024 were not released as of the date of this filing. They will be forwarded along with the CPA qualification and awareness letters as soon as they are available.

**EXHIBIT “F”**

**PROFORMA INCOME STATEMENT**



Church of God Home, Inc  
Proforma Income Statement - 2024

Patient/Guest Service Revenue:	
Room & Board, Ancillary Revenue	11,501,815
Entrance Fee Amortization	<u>112,944</u>
Net Patient/Guest Service Revenue	11,614,759
Other Income	
Rental & Miscellaneous income	<u>10,276</u>
Total Operating Revenue	11,625,035
Expenses	
Salaries & Wages	4,753,544
Employee Benefits	1,646,756
Supplies/Purchases	337,859
Utilities	442,150
Food Purchases	362,108
Maintenance & Repairs	214,520
Fees & Purchased Services	1,839,078
Depreciation & Amortization	591,040
Annuity Payments	-
Real Estate taxes	-
Insurance	138,705
Interest Expense	-
Administrative & Personnel	127,357
SRLC Management Services	1,111,394
Corporate Expense Allocation	<u>                    </u>
Total Operating Expenses	<u>11,564,511</u>
Non-operating Revenue	<u>111,250</u>
Net Revenue over Expenses	<u><u>171,774</u></u>

**EXHIBIT “G”**

**STATEMENT OF MATERIAL DIFFERENCES**

Church of God Home, Inc.  
Exhibit G  
Statement of Material Differences  
For the Year Ended 12/31/23

2023 actual net profit was higher than pro forma net income by \$708,392.

The primary items which generated this difference are shown below.

Net resident and patient service revenue lower due to decreased census	(1,511,283)
Investment Income and Contributions	221,694
Reductions in operating expenses	935,510
Unrealized Gains on Investments	1,062,471

**EXHIBIT “H”**

**RESIDENCY AGREEMENTS**

# **Independent Living** **Residency Agreement**

## **Rental**

*Committed*

*To*

*Caring*

**RESIDENCY RENTAL AGREEMENT**

**CREEKSIDE AND LETORT MANOR**

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between  
**THE CHURCH OF GOD HOME, INC.**, a non-profit Pennsylvania corporation, situated at 801 North  
Hanover Street, Carlisle, PA 17013-1599, Cumberland County, hereinafter called the **LESSOR**;

**AND**

---

Name and Address

Hereinafter called the **LESSEE**:

**NOW THIS AGREEMENT WITNESSETH:**

**WHEREAS**, the parties agree to the following terms which provide for leasing of the independent  
living arrangements of \_\_\_\_\_ Apartment Number \_\_\_\_\_.

**NOW THEREFORE, TERMS ARE AGREED AS FOLLOWS:**

**I. GENERAL**

- A.** This Residency Agreement may be terminated on thirty days (30) written notice by  
either party; otherwise, it will remain in effect until a subsequent agreement is  
executed.
- B.** Admitted residents have priority for vacant beds if a level of care changed is  
required. Should hospitalization occur, the Home will continue to hold the apartment

unit and charge accordingly unless the resident or the Responsible Party chooses to release the unit. A Security Deposit of one month's rent is refundable within ninety days (90) to the resident upon leaving the Church of God Home or, upon the death of the resident, and payable to the Estate of said resident. Damages or cleaning expenses which exceed normal wear and tear upon the unit will be deducted.

**II. FINANCIAL CONSIDERATION:**

**A.** The resident agrees to pay on a monthly basis in consideration for the apartment and services rendered as follows:

1. Rent \_\_\_\_\_ per month
2. Telephone \_\_\_\_\_ per month
3. Cable TV \_\_\_\_\_ per month
4. Internet \_\_\_\_\_ per month
5. Other \_\_\_\_\_ per month

**B.** Rental is subject to change only upon majority vote of the Church of God Home Board of Trustees and upon thirty days (30) written notice to the resident.

**III. INSURANCE:**

**A. HEALTH-** The resident shall carry a medi-gap supplemental health insurance policy. If the resident fails to maintain coverage, the Church of God Home reserves the right to terminate this Agreement on sixty days (60) notice. The Home reserves the right to require each resident to purchase and enter into a contract for Long Term Care Insurance.

**B. AUTO-** The resident shall carry coverage as required by the State of Pennsylvania and provide make, model and ID of vehicle to the Residential Housing Administrator. There are designated parking areas available.

**C. HOMEOWNER, TENANT-** The Church of God Home is not responsible for loss of any personal property belonging to a resident due to fire, theft, water damage or any cause. A separate policy is recommended.

**IV. SERVICES PROVIDED:**

**A. FURNISHINGS-** Within each unit the Church of God Home, Inc; will furnish wall to wall carpeting, kitchen appliances (stove, cabinets, dishwasher, refrigerator, washer, dryer), and other permanent fixtures in the apartments. All other furnishings shall be provided by the resident and shall remain the personal property of the resident.

Items that must be mounted to the wall, window or door, like large mirrors, shades/blinds, shall remain in place when the resident vacates the apartment. No reimbursement for such items will be made to the resident. No alteration may be made to the physical structure of the unit without the approval of the administration.

- B. **UTILITIES-** The Church of God Home, Inc; will provide water, heat, air conditioning, electric, trash removal and sewer for each apartment.
- C. **FOOD SERVICE-** Each resident is entitled to the noon meal each day, served in the LeTort Manor dining room. Residents may make arrangements for more than one (1) meal a day with the Dietary Department. Meal charges beyond the one meal a day will be added to the monthly statement. Breakfast and/or supper are served in the Health Care Center dining room.
- D. **LAUNDRY-** The residents are provided with a washer and dryer in each unit. Bed linens and/or personal items may be laundered by the Church of God Home, Inc; at an additional charge.
- E. **HOUSEKEEPING-** The Church of God Home, Inc; will be responsible for housekeeping in all public areas and will perform light cleaning biweekly in the resident's unit at no additional charge. It is, however, the resident's responsibility to maintain their apartment in a clean sanitary condition and perform light housekeeping between the regular visits of the housekeeping staff. On an annual basis, detailed cleaning services will be provided by the housekeeping staff at no additional charge. Extra requests, if desired by the resident, can be added at additional fees.
- F. **TELEPHONE-** The Church of God Home, Inc; will provide telephone outlets in each apartment. Telephone jacks are available for service in the living room and bedroom areas. Telephones must be touch-tone style.
- G. **PETS-** in the interest of Infection Control, no pets will be permitted to stay overnight in the apartment area of the Home. This policy also applies to all other areas of the Church of God Home, Inc. Pets are permitted to visit only.
- H. **MAINTENANCE-** the Church of God Home, Inc; will be responsible for all necessary repairs, maintenance and replacement of property and equipment which is owned by the Home. The resident will be responsible for their personal property. The major kitchen appliances (refrigerator, stove, washer, dryer and dishwasher) are property of the Home. Abusive use of these appliances may result in charges to the responsible resident. Periodic inspection by the administration will be made to assure proper maintenance and safety procedures are being observed. The Church of God Home, Inc; will be responsible for trash removal, snow removal and lawn maintenance. Upon reasonable notice to the resident, employees of the Church of God Home shall be entitled to enter the units to perform maintenance and for purpose of inspection or repair. Annual Preventative maintenance will be provided to survey the efficiency and condition of HVAC units and major appliances.



I. **STORAGE-** the Church of God Home, Inc; will provide limited storage areas for those items not required for their daily living routine. Items in these closets may not be closer to the ceiling than twenty-four (24) inches due to sprinkler and fire precaution regulations. Duplicate padlock keys shall be provided to the community for these areas.

J. **VISITORS AND GUESTS-** The Church of God Home, Inc; encourages visits by family and guests. We do ask that visiting children (and Pets) be supervised carefully and visitors of the resident must respectfully observe the rights of other residents. If guests are staying for meals to be prepared by the Home's Dietary staff, one day's notice should be provided to the Dietary Department of the Home so that adequate preparations can be made.

The resident shall have the right to entertain guests in the apartment unit provided that the period of entertainment of any guest shall not exceed two(2) consecutive weeks, and the Community should be advised. Thereafter, no guest may remain in the apartment unit without the express written consent of the Community, and the payment of an additional fee in the amount of \$\_\_\_\_\_per day per guest. No guest may reside in the apartment unit for more than eight (8) consecutive weeks. Guests can eat in the dining room at the published rates.

If resident has additional persons residing in the apartment unit, such persons must be registered with Community. Community does not accept responsibility or liability for the guests/visitors of an apartment unit.

K. **TRANSPORTATION-** Some scheduled transportation will be provided by the Community. Included will be one (1) weekly trip to a local supermarket with possible other stops. These locations will be determined by the Community. Transportation to medical appointments is the responsibility of the resident. Ambulance enrollment is suggested, but not required.

L. **MAIL DELIVERY-** Postal boxes will be provided by the Home. Change of address notices will be the responsibility of the resident. Individual keys are provided for postal box access.

M. **ETHOS STANDARDS-** Residents must agree that there is no drinking of alcoholic beverages in common areas and also adhere to a no smoking policy throughout the facility, including their apartment. Firearms are prohibited.

N. **EXTRA FEATURES-** The community will provide security features which will include a 24 hour emergency call system, fire alarm and sprinkler system, daily well-being check and an entrance phone system. Periodic fire drills will be conducted.

O. **CHANGES IN SERVICES-** The Community reserves the right to provide additional services or delete existing services in its sole and absolute discretion, and to assess additional charges for any additional services. Thirty (30) days advance notice of any such changes in services will be provided.

- P. WILL AND FUNERAL ARRANGEMENTS-** The resident shall prior to the Designated or Extended Occupancy Date, make a will providing for the disposition of the resident's furniture and possessions and appointment of an executor or executrix of resident's estate, and make funeral and burial arrangements. The name of the executor or executrix shall be provided to Community prior to occupancy. In the event resident changes the name of the executor or executrix during the term of occupancy, resident must provide community with notice of the change and the name of the newly designated executor or executrix. Information regarding resident's funeral and burial arrangement also must be provided to Community.
- Q. POWER OF ATTORNEY-** The resident shall furnish the community, one (1) week prior to occupancy, a Durable Power of Attorney designating someone other than the Community to act on resident's behalf in the event of incapacity, which Power of Attorney shall be maintained in the files of the Community.
- R. ADVANCE DIRECTIVES-LIVING WILLS-** If a resident has executed an Advance directive in the form of a Living Will relating to the provision of health care services in the event of terminal or other illnesses/conditions, the resident shall provide a copy of the Living will to the Community prior to occupancy, and a copy of any revisions or changes made to the document during the resident's term of occupancy. In the event of transfer to the nursing facility, the Community shall comply with the instructions or requests of the resident as reflected in resident's Living Will, only if the document is executed consistent with law, and resident's advance instructions are consistent with law and Community's policy, as such policy may change from time to time. If Community cannot comply with the resident's advance directive because of religious or moral policy reasons, then Community shall assist in arranging for the transfer of resident to another health care provider, which will comply with the resident's Advance Directive. The transfer and cost of care in another health care facility shall be an additional cost, and the resident shall be responsible to pay such costs.

**V. ENTRANCE PROCEDURE REQUIREMENTS:**

**A. APPLICATION FORM-** Receipt of a completed application with financial statement places the individual on the active waiting list.

**B. FINANCIAL STATEMENT-** The applicant, as part of the application, is required to submit a statement of assets plus a schedule of monthly income which specifies the amount of each aspect of income. The Community may require an annual update of the resident's financial statement, which is treated as a confidential document.

**C. MEDICAL RECORD AND PHYSICAL DATE-** A preadmissions physical must be completed by a physician, preferably by the physician who will be the

residents's doctor during his/her stay in the Community. within seven days (7) of admission.

## **VI. HEALTH CARE SERVICES:**

- A. THE HEALTH CARE CENTER-** The Community intends to operate fully approved nursing (semi-private accommodations) and personal care facilities in the Health Care Center licensed by the Commonwealth of Pennsylvania. Residents of the community will be offered priority access to the Health Care Center for temporary or permanent illnesses.

There will be an additional charge for such health care services.

Residents must meet the requirements for admission to the Personal or Nursing Care facilities, sign an admission agreement, and pay the daily charge for such health care services. There is no guarantee that space will be available in the Health Care Center at such time as the resident desires to transfer to either personal or nursing care, or at such time as the resident is no longer capable of living independently. If placement elsewhere is necessary, the transferred resident will be offered priority return admission consideration consistent with the definition of priority access herein.

- B. TEMPORARY NURSING SERVICES-** Community will not provide or make available temporary nursing services or companion services in the apartment unit. Resident must make all arrangements and is responsible to pay the costs for such services. Community reserves the right to disapprove all nurses and companions and to prohibit the use of such services.

- C. EMERGENCY NURSING SERVICES-** Emergency nursing intervention or initial nursing assessment in the event of an accident/emergency will be provided at no additional charge.

- D. EMERGENCY INFORMATION-** Resident shall complete a medical history form which can be used for the purpose of emergency intervention by the community. It is the resident's responsibility to keep this information current in the records kept by the Residential Housing Administrator. The resident keeps pertinent information in the refrigerator so that it is easily accessible by emergency personnel.

- E. HOSPITALIZATION-** The Community does not provide hospital or acute care, but the Community will assist, if requested, in arranging for the prompt, non-emergency transfer of a resident to a hospital on the order of a physician. The costs of transportation for transfer to a hospital or other acute care provider and the cost of such hospitalization and acute care are not included in this Agreement and shall be the responsibility of the resident.

**F. MENTAL ILLNESS, CONTAGIOUS OR DANGEROUS DISEASES**

The Health Care Center is not so designed, and the Community does not have the capabilities to care for persons who are afflicted with mental illness, dangerously contagious diseases or who require specialized psychiatric care or require services not authorized or permitted under the personal or nursing care licensure regulations. If community determines that resident's mental or physical condition is such that a resident's continued presence in the community is either dangerous or detrimental to the life, health, safety or peace of the resident or other residents, the community may terminate this Agreement and transfer the resident to an appropriate facility selected by the community. Such determination must be made in writing and signed by the Medical Director and Administrator of the community. If the transfer is for a temporary period, then the resident shall continue to pay monthly fee for the apartment unit and also shall be responsible for the cost of resident's care in such other facility. If the transfer is to be permanent, then the termination provisions of the Agreement shall apply, except that only such notice of termination as is reasonable under the circumstances shall be given in any situation where the resident is a danger to himself/herself or others, or to the health, safety or peace of the community.

**G. EXCLUSIONS (NOT COVERED BY THE MONTHLY FEE)-** The cost of health care services, including, but not limited to therapist or rehabilitation services, physician services, diagnostic services, personal care or nursing care in the community's Health Care Center or in another facility shall be the responsibility of the resident and is not included in the Monthly Fee or covered by this Agreement.

**H. SERVICE NOT AVAILABLE-** The community does not provide private duty nurses, including temporary nursing services in the apartment unit, or companions, specialized treatment, dialysis, refractions, eyeglasses, hearing aids, dentistry, dentures, inlays, therapy for psychiatric disorders, or any other health or medical service not specifically set forth in this Agreement. However, some services such as podiatry, prescription medication, drugs, and orthopedic appliances may be provided by outside providers at the community, and such services may be arranged at resident's request by the community.

**I. USE OF PERSONAL OR FAMILY PHYSICIANS-** The resident may employ the service of any physician at resident's expense. The community shall not be responsible for the costs of any medical or health care ordered by the resident's personal physician.

**LEGAL EFFECT:**

This agreement shall be binding upon the heirs of the LESSEE and this agreement shall not be assignable by the LESSEE.

I/we complete and sign this contract voluntarily and understand that if the application information provided is incorrect and/or if funds are insufficient for my/our care, the Church of God Home, Inc; does not guarantee continued services.

AND NOW intending to be legally bound hereby, the parties enter their hands and seals the date first set forth above.

ATTEST:

CHURCH OF GOD HOME, INC.

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
Administrator

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Resident



# Residency Agreement



**LeTort Manor**  
**Residency Agreement**

**40% Equity Return**



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#### DEFINITIONS OF WORDS AND PHRASES

**ADDITIONAL OCCUPANT:** An individual who, after Resident takes occupancy, applies and is accepted for admission to the Community to occupy as a Co-resident the apartment unit.

**APPLICATION FEE:** The amount paid for placement of Resident's name on the Waiting List for admission to LeTort Manor, which fee is credited against the Entrance Fee. No interest is payable to applicant on this fee. At the time Resident signs the Agreement, the fee is no longer refundable except in accordance with the provisions of Section 6.

**CO-RESIDENT:** One of two individuals who sign as Resident to occupy the apartment unit.

**DESIGNATED OCCUPANCY DATE:** The date specified in this Agreement on which the Resident must take possession of the apartment unit (i.e. move in date), if available.

**ENTRANCE FEE:** The charge for admission to the Community, consisting of two components: (1) the "Equity Refund" and (2) the "Amortized Part".

**EXTENDED OCCUPANCY DATE:** In the event the apartment unit is not available for occupancy on the Designated Occupancy Date, the Community may extend the date for occupancy for nine (9) months, and the extended date then becomes the date on which the Resident must take possession of the apartment unit.

**EQUITY REFUND:** That component of the Entrance Fee which will be refunded to Resident or Resident's estate, upon termination of the Residency Agreement, subject to the refund provisions of this Agreement.

**HEALTH CARE CENTER:** Means the personal and nursing care areas of the Community.

**LeTORT MANOR:** The residential apartment complex operated by Community. It does not include any licensed personal care or nursing facilities.

**INDEPENDENT LIVING:** The ability to care for, or make arrangements for the care of self and the apartment unit, without assistance from Community. It is a condition of continued occupancy in the apartment unit.

**MEDICAL DIRECTOR:** The physician designated by the Community to supervise the medical affairs of the Community and of the Residents.

**MONTHLY FEE:** The monthly charge for occupancy of the apartment unit.

**OCCUPANCY:** The actual possession or use of the apartment unit (i.e. Resident has the right to immediate possession or physically has moved in and is residing in the apartment).

**PRIORITY ACCESS:** LeTort Manor residents will be offered admission, subject to meeting the admission requirements, to the Health Care Center over applicants applying from outside of the Community. Access priority between residents of LeTort Manor will be determined by reference to the date of admission, and not by the date of payment of the Application Fee.

**REFURBISHMENT FEE:** The charge for any refurbishment needed to apartment unit when Resident elects to transfer and move from the original apartment unit to a smaller or equivalent size unit.

**SURRENDER:** To cease to occupy an apartment unit, to remove all possessions therefrom, and to turn in all keys therefor.

**TRANSFER WAITING LIST:** The list of names of residents who have provided notice to Community of an intention to exercise the option to transfer and move to another apartment unit in LeTort Manor in accordance with Section 9 of this Agreement.

**WAITING LIST:** Reflects the names of the individuals who have applied for admission to LeTort Manor, and have paid the application fee. Applicants' names are listed in chronological sequence based on the date of payment of the application fee. Apartment unit selection and access to LeTort Manor is based on the Waiting List.

**The legal name of the Community has been changed  
to Church of God Home, Inc.,  
effective June 2005.**

LeTORT MANOR

RESIDENCY AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_ between CHURCH OF GOD HOME, INC. a Pennsylvania non-profit corporation, located at 801 North Hanover Street, Carlisle, Pennsylvania, (called "Community") and \_\_\_\_\_

(together or singularly called "Resident") for admission of Resident to LeTort Manor for occupancy of Apartment Number \_\_\_\_\_ located at LeTort Manor, 825 North Hanover Street, Carlisle, Pennsylvania.

**RECITALS:**

WHEREAS, the Community operates a continuing-care retirement community consisting of nursing beds and personal care rooms (together called the "Health Care Center"), and independent living apartment units;

WHEREAS, Resident has applied for admission to the independent living apartment units known as LeTort Manor;

WHEREAS, Community has reviewed and accepted Resident's application subject to the execution of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises herein, and intending to be legally bound, Community and Resident agree as follows:

**SECTION 1: LIVING ACCOMMODATIONS**

**A. Living Accommodation and Term**

Community will provide Resident with the apartment unit, common facilities and services specified in this Agreement, beginning on the Designated or Extended Occupancy Date, and continuing until the termination of this Agreement.

**B. Furnishings**

Community will provide and lease to Resident an apartment unit according to the plans and specifications shown on Exhibit "\_\_\_\_\_" (attached), featuring an electric range, wall to wall carpeting, custom draperies, washer and dryer and refrigerator.

**C. Optional Appliances/Furnishings**

Community will provide at additional cost optional or additional furnishings:

Dishwasher	_____
Shades	_____
Garbage Disposal	_____
Full Length Mirrors	_____
Other	_____

The cost of optional appliances/furnishings must be paid prior to acquisition and is in addition to the Entrance Fee. Upon installation, all optional appliances/furnishings immediately become the property of the Community and must remain in the apartment unit after termination of Resident's occupancy and this Agreement.

#### **D. Structural Changes and Redecoration**

Any structural or physical change of any kind or redecoration within the apartment unit may be made only after approval by the Community. The cost of any redecoration or structural change requested by Resident, and restoration to original condition, shall be borne by Resident unless otherwise agreed in writing by Community. Selection of a contractor for structural changes shall be made by Community. Resident shall be responsible for maintenance of any approved structural changes or redecoration.

#### **E. Common Facilities**

Resident may use in common with others the activity areas and other facilities provided by Community for all residents, including the chapel, activity room and lounges, when programs involving such facilities are specifically scheduled for residents of LeTort Manor by the Activity Department or Chaplain.

#### **F. Designated Occupancy Date**

Community anticipates (but does not guarantee) that the apartment unit will be ready for occupancy on or about \_\_\_\_\_ (i.e. the "Designated Occupancy Date").

The Designated Occupancy Date may be extended for a period not to exceed nine (9) months (i.e. the "Extended Occupancy Date"). Resident shall be provided notice of any extension of the Designated Occupancy Date by certified mail, addressed to the address of Resident as reflected in Section 20. If, however, the apartment unit is not ready for occupancy by the Designated or Extended Occupancy Date, and such delay is due to strikes, fire, unusual delay in construction, act of God or any other cause beyond the control of Community, then the date of occupancy shall be further extended for such reasonable period of time as is needed to ready the apartment unit for occupancy, as is mutually agreed. Resident shall take possession on the above Designated Occupancy Date or Extended Occupancy Date, whichever applies. In the event that Resident fails to take possession on the Designated Occupancy Date or Extended Occupancy Date, then the

Community in its sole and absolute discretion may elect to terminate this Agreement in accordance with the termination and refund provisions herein.

## **SECTION 2: SERVICES**

### **A. Utilities and Assessments**

Community will provide heat, air conditioning, hot and cold water, electricity, sewer, trash removal and grounds lighting. Resident will be responsible for the payment of any other utilities, charges and assessments, including but not limited to, telephone service and connection charges, cable television service and connection charges, and real estate or other taxes on a pro-rated basis if such taxes are at some future time assessed against the Community (assessments for real estate taxes will be added to the Monthly Fee), and such other utilities, charges and assessments are not included in the Monthly Fee. Payment of a pro-rata portion of any real estate tax assessment does not give Resident any interest in the land, improvements, or real estate of the Community. If phone service is desired, it shall be provided by Community.

### **B. Maintenance and Repair**

Community will provide groundskeeping, elevator service, lawn care, snow removal, and necessary repairs, maintenance and replacement of Community property, equipment and appliances. Repairs, maintenance, and replacement of Resident's property and furnishings will be the responsibility of Resident. Redecoration will be at the discretion of Community and will be implemented as part of Community's preventive maintenance program. Hanging of all items on walls/doors must be done by the maintenance staff. Items attached to doors/windows must remain as permanent fixtures of the unit at the time of vacancy.

### **C. Food and Meals**

1. Community will provide Resident with the noon meal each day (this meal is included in the Monthly Fee), to be served in the dining room within the LeTort Manor apartment building. Additional meals and guest meals will be available at an additional charge and at rates determined by Community. Meals will not be served to guests unless Resident accompanies guest to the dining room and is present for the meal. If Resident is absent from the apartment unit for more than one consecutive week, and Resident provides one week advance notice to Community, Resident shall receive a credit against the next due Monthly Fee.

2. Tray Service - Meal delivery service will be provided at additional cost to Resident in the event of illness or other extenuating circumstances for no more than thirty (30)



consecutive days. After fifteen (15) days, Resident must provide Community with a physician's order justifying the need for tray service or Community may discontinue the tray service.

3. Menu Choice - Community will provide optional menu choice in advance but will not be able to provide individualized special diets.

D. Housecleaning and Laundry

Community will provide bi-weekly cleaning services. Laundry and extensive housecleaning service are available at an additional charge and are not included in the Monthly Fee.

E. Activities

Recreational, educational, social and religious programs, including Sunday worship service and chaplain services will be offered. Activity areas will be available for Resident use in LeTort Manor and include: lounges, hobby/craft rooms, and social rooms. Certain special activities and outings will be available at an additional charge and are not included in the Monthly Fee.

F. Extra Features

Community will provide security features which will include a 24-hour emergency call system, fire alarm and sprinkler system, daily well-being check and an entrance phone system. Periodic fire drills will be conducted.

G. Parking

One parking space will be provided and made available to each apartment unit. However, in order to obtain a reserved parking space, Resident must register an automobile with Community and provide proof of liability insurance coverage.

H. Storage

One storage bin will be provided each apartment unit which will be located on the ground floor. The access door to the storage area must be locked by Resident after accessing the storage area. Resident must provide a personal lock for the Resident's storage bin at Resident's expense, and provide a duplicate access key to Community.

I. Phone Service

If Resident desires phone service in the apartment unit, Community shall arrange for and provide it. Community has contracted with a phone service company to provide phone service, including long distance telephone service. Resident will be billed monthly by Community for the phone service. Phones may be

rented or purchased from Community. Only "touch-tone" phones are compatible with the Community's telephone system. Not all push-button phones are touch-tone.

**J. Transportation**

Some scheduled transportation will be provided by Community. Included will be one (1) weekly trip to a local mall. Transportation to medical appointments is the responsibility of Resident.

**K. Other Services**

Other services, such as beauty and barber services, are available at an additional charge and are not included in the Monthly Fee.

**L. Changes In Services**

Community reserves the right to provide additional services or delete existing services in its sole and absolute discretion, and to assess additional charges for any additional services. Thirty (30) days advance notice of any such changes in services will be provided.

**SECTION 3: HEALTH CARE SERVICES**

**A. The Health Care Center**

Community intends to operate fully approved nursing (semi-private accommodations) and personal care facilities in the Health Care Center licensed by the Commonwealth of Pennsylvania. Residents of Community will be offered priority access as defined in this Agreement to the Health Care Center for temporary or permanent illnesses.

THERE WILL BE AN ADDITIONAL CHARGE FOR SUCH HEALTH CARE SERVICES. RESIDENTS MUST MEET THE REQUIREMENTS FOR ADMISSION TO THE PERSONAL OR NURSING CARE FACILITIES, SIGN AN ADMISSION AGREEMENT, AND PAY THE DAILY CHARGE FOR SUCH HEALTH CARE SERVICES. THERE IS NO GUARANTEE THAT SPACE WILL BE AVAILABLE IN THE HEALTH CARE CENTER AT SUCH TIME AS THE RESIDENT DESIRES TO TRANSFER TO EITHER PERSONAL OR NURSING CARE OR AT SUCH TIME AS THE RESIDENT IS NO LONGER CAPABLE OF LIVING INDEPENDENTLY. IF PLACEMENT ELSEWHERE IS NECESSARY, THE TRANSFERRED RESIDENT WILL BE OFFERED PRIORITY RETURN ADMISSION CONSIDERATION CONSISTENT WITH THE DEFINITION OF PRIORITY ACCESS HEREIN.

**B. Temporary Nursing Services**

Community will not provide or make available temporary nursing services or companion services in the apartment unit. The use of private duty nurses or companions must be approved in

writing by Community. All private duty nurses or companions must provide Community with an appropriate release and indemnification agreement as a condition of Community's approval. Resident must make all arrangements and is responsible to pay the costs for such services. To the extent required by law, Resident shall be required to provide worker's compensation insurance. Community reserves the right to disapprove all nurses and companions and to prohibit the use of such services, particularly in the event that Resident is suffering from an illness or medical condition that limits the ability of Resident to live independently for more than thirty (30) days.

**C. Emergency Nursing Services**

Emergency nursing intervention or initial nursing assessment in the event of an accident/emergency will be provided at no additional charge.

**D. Emergency Information**

Resident shall complete a medical history form which must be kept in a container supplied by Community and stored in Resident's refrigerator for purpose of emergency intervention by Community. It is the Resident's responsibility to keep this information current.

**E. Ambulance/ALS Services**

Resident is required to purchase an annual membership in the Community ALS/Ambulance services. The fee for this service is an additional charge and is not included in the Monthly Fee.

**F. Hospitalization**

Community does not provide hospital or acute care. Community will assist, if requested, in arranging for the prompt, non-emergency transfer of Resident to a hospital on the order of a physician. The costs of transportation for transfer to a hospital or other acute care provider and the costs of such hospitalization and acute care are not included in this Agreement and shall be the responsibility of Resident.

**G. Mental Illness, Contagious or Dangerous Diseases**

The Health Care Center is not designed to, and the Community does not have the capabilities to care for persons who are afflicted with mental illness, dangerously contagious diseases or who require specialized psychiatric care or require services not authorized or permitted under the personal or nursing care licensure regulations. If Community determines that Resident's mental or physical condition is such that Resident's continued presence in the Community is either dangerous or detrimental to the life, health, safety or peace of Resident or other residents, the Community may terminate this Agreement and transfer Resident

to an appropriate facility selected by Community. Such determination must be made in writing and signed by the Medical Director and Administrator of the Community. If the transfer is for a temporary period, then the Resident shall continue to pay the Monthly Fee for the Apartment unit and also shall be responsible for the cost of Resident's care in such other facility. If the transfer is to be permanent, then the termination provisions of this Agreement shall apply, except that only such notice of termination as is reasonable under the circumstances shall be given in any situation where Resident is a danger to himself/herself or others, or to the health, safety or peace of the Community.

#### **H. Exclusions (Not Covered by Monthly Fee)**

The cost of health care services, including, but not limited to therapist or rehabilitation services, physician services, diagnostic services, personal care or nursing care in the Community's Health Care Center or in another facility shall be the responsibility of Resident and are not included in the Monthly Fee or covered by this Agreement.

#### **I. Services Not Available**

Community does not provide private duty nurses, including temporary nursing services in the apartment unit, or companions, specialized treatment, dialysis, refractions, eyeglasses, hearing aids, dentistry, dentures, inlays, therapy for psychiatric disorders, or any other health or medical service not specifically set forth in this Agreement. However, some services, such as podiatry, prescription medication, drugs, and orthopedic appliances may be provided by outside providers at the Community, and such services may be arranged at Resident's request by Community.

#### **J. Third Party Resources and Insurance**

In the event of transfer to the Health Care Center, Community expects that some of the cost of medicines, medical or surgical service or equipment provided Resident may be paid by present or future federal, state, municipal, or private plans or programs of medical/surgical insurance, including, without limitation, the benefits available through Social Security programs (commonly known as "Medicare A and B"). Resident is required to carry the coverage known as "Medicare A and B", or an equivalent policy, and at least one supplemental co-pay health insurance policy. If proceeds from Medicare and the co-pay health insurance policies are allowable for nursing care or related care, those proceeds shall be paid to Community directly if billed directly by Community. Proof of such insurance must be provided at the time of signing this Agreement.

K. Long Term Care Insurance

Community reserves the right to require Residents to purchase and enter into a contract for long term care insurance with an insurance carrier approved by Community. Alternately, Community reserves the right to purchase group or individual long term care insurance benefits for residents and to pass the cost of such insurance to Residents. The costs for such insurance will be added to the Monthly Fee.

SECTION 4: FEES

A. Application and Entrance Fees

1. Application Fee

Resident shall pay to Community the sum of One Thousand (\$1,000.00) Dollars as an Application Fee, which will be credited toward the first Entrance Fee payment.

2. Entrance Fee

Resident shall pay to Community the sum of \$\_\_\_\_\_ as an Entrance Fee in accordance with the schedule below, and, if applicable, an additional fee of \$\_\_\_\_\_ for optional appliances/furnishings:

- (a) The sum of Twenty-seven Thousand Five Hundred (\$27,500.00) Dollars less the Application Fee credit (i.e. \$27,500.00 - \$1,000.00 = \$26,500.00) as an initial payment at the time of execution of this Agreement.
- (b) The sum of \$\_\_\_\_\_ reflecting the balance of the Entrance Fee as a final payment on or before the Designated or Extended Occupancy Date.

3. Components of Entrance Fee

The Entrance Fee has two components:

- (a) An Equity Refund equal to forty (40%) percent of the Entrance Fee in the amount of \$\_\_\_\_\_; and

- (b) An Amortized Part equal to sixty (60%) percent of the Entrance Fee which will be amortized at the rate of one (1%) percent per month from the date of occupancy for a period of sixty (60) months.

4. After the execution of this Agreement and the initial payment, there will be no increases in the Entrance Fee prior to occupancy.

5. The entire Entrance Fee shall be used by Community for any corporate purpose and in any manner deemed appropriate by Community in its sole and absolute discretion consistent with law. The Entrance Fee is not held in trust for the benefit of Resident, and Community assumes no fiduciary obligations with respect to the Entrance Fee.

**B. Fee for Optional Furnishings**

The fee of \$ \_\_\_\_\_ for optional appliances/furnishings, if applicable, must be paid before the acquisition of the optional items and within ten (10) days of request by the Community.

**C. Monthly Fee**

1. Resident shall pay to Community a Monthly Fee of \$ \_\_\_\_\_, in advance each month. Payment of the first Monthly Fee is due thirty (30) days prior to the Designated or Extended Occupancy Date. All subsequent payments are due on the first day of each month thereafter immediately upon receipt of a monthly invoice from Community.

2. Community will provide a monthly invoice which shall show the amount due for the Monthly Fee and any other sums which are chargeable to Resident. If any Monthly Fee or charge is not paid within thirty (30) days of delivery of the invoice, then Community may terminate this Agreement and require Resident to surrender the apartment unit.

3. The Monthly Fee may be increased or adjusted from time to time. Community will give at least thirty (30) days advance written notice of any changes or increases in the Monthly Fee. Resident should anticipate at a minimum increases in the Monthly Fee comparable to annual increases in the United States Consumer Price Index (CPI) published by the U.S. Department of Labor, Bureau of Labor Statistics. Fee increases in any year may exceed increases in the CPI and may occur more frequently than on an annual basis.

fault, negligence or mismanagement of assets represented to be available by Resident or others. Additionally, the financial information provided by Resident in the application documents for admission, in documents subsequently requested, or with Resident's request for financial assistance must not contain any material misrepresentations or omissions. It is Resident's responsibility to look to all other available sources of financial assistance before making application to Community. If Resident's family has adequate resources to provide financial assistance to Resident, that fact will be taken into consideration in determining whether any financial assistance should be granted by Community, and if so, in what amount. Community shall be considered the last available resource, after the exhaustion of all other potential sources of financial assistance, for the provision of financial assistance. If Resident transfers or unreasonably depletes assets or resources represented in the application documents for admission to be available to meet Resident's financial obligations under this Agreement, Resident shall not be considered for financial assistance. Resident has an affirmative obligation to apply for financial assistance and to make Resident's financial needs and resources known to Community at least one hundred and twenty (120) days in advance of the need for funds for Community to consider the application.

If Community determines that Resident qualifies for financial assistance from Community, then Community may provide such assistance as is necessary to enable the Resident to meet the Monthly Fee obligations, provided that such assistance can be granted or continued without impairing the financial ability of Community to provide housing and care to its other residents and the ability of Community to operate or continue on a sound financial basis. If financial assistance is initially granted, there is no guarantee that such assistance can or will continue indefinitely, or for any specific period of time.

Community may from time to time request verified financial statements and copies of tax returns from any Resident who has applied for, or who has or is receiving financial assistance from Community. Interest shall accrue annually on the amount of all amounts provided to Resident as financial assistance pursuant to Community's Financial Assistance Policy at a variable rate of interest equal to the applicable federal rate in effect from time to time under Section 1274 of the Internal Revenue Code of 1986, as amended, or that rate of interest designated as the prime rate of interest by a bank of Community's own selection and in Community's absolute discretion, as of January 1 of any year in which financial assistance is provided to Resident, and such rate of interest may vary from year to year.

A Resident who receives financial assistance from Community shall not sell or otherwise transfer property without the written consent of Community. If, at the time of death of a Resident who received financial assistance from Community, such Resident owns

any property not disclosed on Resident's financial statements in the application documents, or acquires property subsequent to the making of such financial statements and does not disclose its acquisition to Community, then Community shall be entitled to so much of such property, up to the whole value thereof, as is equal in value to the total amount of financial assistance provided Resident by Community. This agreement shall operate as an assignment, transfer and conveyance to Community of so much of such property, as is equal in value to the total amount of financial assistance provided by Community, and the assignment may be enforced against Resident's estate. The estate of a Resident who has received financial assistance shall be liable to Community in an amount equal to the amount of any financial assistance provided and accrued interest. The assignment herein shall apply whether or not Resident is occupying an apartment unit in Community at the time of Resident's death. Resident shall cooperate with Community, including the execution and delivery of instruments and documents, in implementing the provisions of this paragraph.

Community's Financial Assistance Policy should not be construed as an absolute guarantee or assurance of financial assistance or as a contractual obligation of Community. Community's Financial Assistance Policy is subject to many variables, and may be changed from time to time. Residents entering Community should be prepared to meet, and should be capable of meeting the financial obligations required under this Agreement. Community's Financial Assistance Policy as stated herein applies only while Resident occupies the residential apartment units in LeTort Manor, and should not be construed as an assurance or guarantee of, or a contract for life care. In the event that Resident desires to move and transfer, or the medical condition of Resident necessitates a move and transfer to the licensed personal care or nursing facilities of Community, Resident then must meet all the requirements for admission, including the financial requirements, and sign a separate admission agreement setting forth Resident's obligations.

#### **E. Co-Resident's Fee Responsibility**

In the case of Co-Residents, (a Co-Resident means an individual who occupies an apartment unit jointly with another Resident) each of them shall be jointly and severally liable for all payments due under this Agreement. If one of the Co-Residents dies or leaves the Facility, the remaining Resident shall be responsible for paying the Monthly Fee and any other charges.



F. Service Charge For Late Payment

A service charge of one and one-half (1 1/2%) percent per month will be added to amounts past due in excess of thirty (30) days. Resident is obligated to pay all actual attorneys fees and costs incurred relative to the collection of any amounts past due in excess of ninety (90) days.

SECTION 5: MARRIAGE AND/OR ADDITIONAL OCCUPANTS

In the event that a single Resident desires to marry or have a related person enter Community and share Resident's apartment unit, the spouse or related person must file an application for admission and meet all age, medical and financial requirements applicable to residents of Community. Admittance of an additional occupant shall be at the sole discretion of Community. If the proposed additional occupant receives approval to occupy the apartment unit, this Agreement will be amended and the additional occupant shall pay an Entrance Fee equal to fifty (50%) percent of the Entrance Fee in effect at the time additional occupant moves into the apartment unit.

In the event that the proposed additional occupant does not meet the requirements for admission, Resident may exercise his/her option to terminate this Agreement.

TO BE COMPLETED PRIOR TO THE ADMISSION OF AN ADDITIONAL OCCUPANT

Effective \_\_\_\_\_, 19\_\_\_\_, the  
Application for Admission of \_\_\_\_\_  
\_\_\_\_\_ as an Additional Occupant  
has been approved.  
\_\_\_\_\_ shall be authorized to occupy Apartment Unit No. \_\_\_\_\_  
with \_\_\_\_\_ as a  
Co-resident after the payment of an Entrance Fee in the  
amount of \$ \_\_\_\_\_, which amount is equivalent to  
fifty (50%) percent of the Entrance Fee. There will be  
no refund of any of the Entrance Fee paid by the  
Additional Occupant except \_\_\_\_\_

\_\_\_\_\_  
Additional Occupant and Community hereby agree to comply  
with all other terms and conditions of this Agreement,  
and effective the above date, Additional Occupant shall  
become a co-resident and a party to this Agreement.  
Unless otherwise agreed in writing, in the event of  
death of a co-resident, the surviving resident or  
surviving Resident's estate shall be entitled to any  
refund subsequently due under this Agreement.

\_\_\_\_\_  
Witness                                      Additional Occupant                                      Date

Attest:                                      CHURCH OF GOD HOME, INC.

\_\_\_\_\_  
By                                      Date

(Seal)

\_\_\_\_\_  
Title

In the event that Resident desires to marry another Resident admitted under a separate Residency Agreement, and thereafter occupy a single apartment unit, Resident first must provide Community with proof of marriage and then shall select and designate in writing at least sixty (60) days in advance of the proposed move, which one of the two apartment units occupied by the Residents which shall be thereafter occupied jointly. The apartment unit not designated for joint occupancy must be surrendered on or before the date of the proposed move to the designated apartment unit. The Resident surrendering his/her apartment unit shall receive a Refund in accordance with the Refund provisions of this Agreement. The Residency Agreement shall be amended to reflect the change in the apartment unit, the Refund, and any other matters reasonably necessary for the transfer of the Resident to the designated apartment unit.

#### **SECTION 6: TERMINATION OF AGREEMENT**

##### **A. Termination by Resident**

Resident may terminate this Agreement within seven (7) days of execution by signing the attached Notice of Right to Rescind and delivering it to Community. After the lapse of the seven (7) day rescission period, but prior to occupancy, Resident may terminate this Agreement by delivering written notice to Community prior to occupancy. In such event, and so long as Resident is capable of taking possession of the apartment unit on the Designated or Extended Occupancy Date, the Community shall retain the Application Fee of One Thousand (\$1,000.00) Dollars. After occupancy, Resident may terminate this Agreement by delivery of written notice to Community thirty (30) days prior to termination, and by the surrender of the apartment unit, such termination to be effective upon surrender. Surrender of the apartment unit shall be complete when Resident has ceased to occupy the apartment unit, has removed all personal possessions from it, and has turned over to Community the keys for it.

##### **B. Termination by Community**

At any time prior to occupancy, Community may terminate this Agreement by delivery of written notice to Resident thirty (30) days prior to the Designated or Extended Occupancy Date. In such

case, all payments, including the Application Fee, shall be refunded to Resident. After occupancy, Community may terminate this Agreement upon a determination of just cause by Community. Just cause shall include, but not be limited to, the breach or default on the payment or other terms of this Agreement, the failure of the Resident to abide by Community's rules, regulations, policies and procedures, the inability of Resident to live independently and to care for self or apartment unit without personal or nursing care assistance, or a good faith determination in writing by Community that continued occupancy of the apartment unit by Resident creates a serious threat or danger to the life, health, safety or peace of Resident or other residents or persons in Community. Only such notice as is reasonably practicable under the circumstances will be provided Resident and Resident's family and termination may be effective immediately. The refund provisions of this Agreement shall apply to terminations for just cause in the same manner as such provisions would apply to any other termination. The permanent transfer of Resident to the Health Care Center or other facility shall constitute a termination effective at such time as the apartment unit is surrendered. If Resident fails to pay fees incurred, or has made any material misrepresentation in the application, financial statements or any application documents, Community may at any time terminate this Agreement by delivery of written notice effective within thirty (30) days or upon the surrender of the apartment unit, whichever is earlier. Upon termination, Community shall have the right to release the apartment unit immediately for occupancy by another Resident.

**C. Termination by Death**

Following the death of Resident this Agreement shall terminate when the apartment unit has been surrendered to Community. Whereupon all obligations of Community under this Agreement shall cease. All monies paid by or on behalf of Resident shall be considered earned and become the property of Community, except for any applicable refunds. The obligation to pay the Monthly Fee shall continue until the apartment unit has been surrendered by Resident's estate or family.

**SECTION 7: TRANSFER TO HEALTH CARE CENTER OR OTHER FACILITY**

**A. Conditions of Apartment Occupancy**

Resident shall have the right to occupy the apartment unit for so long as Resident qualifies for occupancy in an independent living setting. Continued residency in the apartment unit shall, in general, be controlled by Resident's physical and mental condition as evidenced by at least an annual physical examination and an annual letter from Resident's attending physician stating that services beyond those provided in the apartment unit are not required. The required physical examinations are at the expense of Resident. Community will appoint an independent medical doctor

licensed to practice medicine in the Commonwealth of Pennsylvania as the Community's Medical Director. Upon certification by Community's Medical Director or the Resident's attending physician, that Resident is no longer capable of meeting the requirements for independent living in the apartment unit, Resident or Resident's next of kin, legal representative or agent acting on Resident's behalf, will be notified by Community that arrangements must be made for Resident's immediate transfer to the Health Care Center, if space is available, or other appropriate care facility. Community reserves the right to determine in its sole discretion whether the mental or physical condition of Resident is such that Resident is incapable of caring for self or the apartment unit, after consultation with a physician and, if reasonably available, designated family members. Community shall not be liable for acting in accordance with the certification of its Medical Director or Resident's attending physician.

**B. Transfer To Health Care Center**

If Resident becomes ill, and in the opinion of the Health Care Center Administrator, with the advice of the Medical Director or Resident's attending physician, the illness requires nursing or personal care, such care, if requested, and if space is available, may be provided either on a temporary or permanent basis. There is no guarantee that space will be available in the Health Care Center at the time of such request. Resident must meet all criteria for admission to the Health Care Center, sign a separate admission agreement and, if approved, Resident shall be entitled to priority admission. Resident shall be required to pay the daily charges for occupancy of the Health Care Center then in effect, and, if the apartment unit is reserved in Resident's absence, or occupied by a Co-resident, Resident shall remain obligated to pay the monthly fee for occupancy of the apartment unit. During the first sixty (60) days of Health Care Center occupancy, Community's Health Care Center Administrator, with the advice of the Community's Medical Director or Resident's physician and, if reasonably available, family members, will determine whether or not the stay in the Health Care Center (either in the nursing area or personal care area) is temporary or permanent. If Community's Health Care Center Administrator determines that the health of the Resident is such that occupancy in the Health Care Center will be permanent, Resident's apartment unit after notice to Resident must be surrendered (if not occupied by a Co-Resident) for purposes of occupancy by another individual. In the event that the Community decides that the transfer is permanent, Resident must surrender the apartment unit within thirty (30) days of notice of the Community's decision. In addition to the payment of the daily charge for accommodations in the Health Care Center, Resident shall be required to pay the monthly fee for occupancy of the apartment unit until such time as the apartment unit is surrendered.

**C. Transfer To Hospital Or Other Outside Facility**

In the event that, following Resident's assumption of occupancy of the apartment unit, outside hospitalization or care of the Resident becomes necessary as determined by the Community's Medical Director or Resident's attending physician, and no space is available in the Health Care Center, Resident will be transferred to an outside hospital or other acute, personal or nursing care provider. The expense of such transfer and care shall be the obligation of Resident. In the event Resident becomes afflicted with a dangerously contagious disease or becomes mentally or emotionally disabled to the degree that in the professional opinion of the Medical Director, Resident's presence in the apartment unit shall be deemed detrimental to the health and peace of other residents, Community may transfer Resident to an appropriate care facility at Resident's expense. While Resident is absent from the apartment unit and in an appropriate care facility or hospital, the Monthly Fee will continue to become due. Community's Health Care Center Administrator with the advice of the Medical Director or Resident's attending physician may declare Resident's apartment unit vacant (unless occupied by a Co-resident) if Resident has been transferred to a nursing, health care or other special service facility (whether owned by Community or not) or hospital for health conditions which, in the opinion of the Medical Director or Resident's physician, require permanent occupancy of such quarters. Resident shall cause his/her personal belongings to be removed from the apartment unit within thirty (30) days after it has been determined that the transfer will be of a permanent nature.

**D. Release Of or Return To Apartment After Transfer**

If Resident is admitted temporarily to Community's Health Care Center, or a hospital or other appropriate outside facility, with a medical prognosis of recovery and return to an independent form of living, Resident may retain possession of the apartment unit for the purpose of resuming residency so long as the Monthly Fee is timely paid. During any period of transfer, the Monthly Fee will continue to become due. However, if confinement to the Community's Health Care Center (either in the nursing area or personal care area) or a hospital or other appropriate facility exceeds two (2) months, or, if within such two (2) month period there is no medical prognosis of possible recovery, or, if in the opinion of Community's Medical Director it is deemed that Resident will not be able to resume residency in the apartment unit, Community shall have the right to terminate this Agreement, declare the apartment vacant (unless occupied by a Co-resident) and release the apartment unit to another. Resident must surrender the apartment unit within thirty (30) days of the Community's decision to release the apartment unit.

## **SECTION 8: REFUNDS**

UPON TERMINATION OF THIS AGREEMENT, COMMUNITY SHALL REFUND THE ENTRANCE FEE IN ACCORDANCE WITH THE FOLLOWING PROVISIONS:

### **A. Termination Before Occupancy**

THE ENTRANCE FEE, BUT NOT THE APPLICATION FEE, WILL BE REFUNDED IN FULL IF RESIDENT RESCINDS THIS AGREEMENT WITHIN SEVEN (7) DAYS IN ACCORDANCE WITH THE NOTICE OF RIGHT TO RESCIND. IN THE EVENT OF TERMINATION OF THIS AGREEMENT BY DEATH OF RESIDENT OR BY COMMUNITY BEFORE OCCUPANCY, OR IN THE EVENT RESIDENT PRIOR TO OCCUPANCY IS PRECLUDED FROM BECOMING A RESIDENT BECAUSE OF ILLNESS, INJURY OR INCAPACITY, THEN COMMUNITY SHALL MAKE A FULL REFUND OF ALL ENTRANCE FEE PAYMENTS AND THE APPLICATION FEE. IF RESIDENT DOES NOT TERMINATE THIS AGREEMENT WITHIN THE SEVEN (7) DAY RECISSION PERIOD BUT DOES TERMINATE PRIOR TO OCCUPANCY WHILE NOT PRECLUDED FROM TAKING OCCUPANCY BY ILLNESS, INJURY OR INCAPACITY, THEN COMMUNITY SHALL RETAIN THE AMOUNT PAID AS AN APPLICATION FEE AND ANY MONTHLY FEES PAID IN ADVANCE. THE BALANCE OF THE ENTRANCE FEE SHALL BE REFUNDED TO RESIDENT LESS ANY AMOUNTS DEDUCTED TO COVER THE COSTS OF EXPENSES INCURRED AT THE SPECIFIC WRITTEN REQUEST OF RESIDENT, SUCH AS EXPENSES FOR OPTIONAL APPLIANCES/FURNISHINGS OR STRUCTURAL CHANGES.

### **B. Amortization Of Part Of Entrance Fee**

SIXTY (60%) PERCENT OF THE ENTRANCE FEE WILL BE AMORTIZED AT THE RATE OF ONE (1%) PERCENT OR PART THEREOF PER MONTH, UNTIL THE EARLIER OF SIXTY (60) MONTHS OF OCCUPANCY OR THE DATE WHEN A NEW RESIDENT ACTUALLY OCCUPIES THE APARTMENT UNIT FORMERLY OCCUPIED BY RESIDENT.

### **C. Termination After Occupancy**

1. IN THE EVENT OF TERMINATION OF THIS AGREEMENT DURING THE FIRST SIXTY (60) MONTHS OF OCCUPANCY, FORTY (40%) PERCENT OF THE ENTRANCE FEE, WHICH IS THE EQUITY REFUND, PLUS THE UNAMORTIZED REMAINDER OF THE ENTRANCE FEE, SHALL BE REFUNDED TO RESIDENT OR RESIDENT'S ESTATE. AFTER SIXTY (60) MONTHS OF OCCUPANCY ONLY THE EQUITY REFUND (i.e. FORTY (40%) PERCENT OF THE ENTRANCE FEE) WILL BE REFUNDED. ANY REFUNDS OTHERWISE DUE RESIDENT SHALL BE REDUCED BY ANY AMOUNTS OF FINANCIAL ASSISTANCE PROVIDED RESIDENT IN ACCORDANCE WITH COMMUNITY'S FINANCIAL ASSISTANCE POLICY, OR FOR NECESSARY REPAIRS.

2. NO INTEREST SHALL ACCRUE TO THE BENEFIT OF THE RESIDENT ON ANY AMOUNTS REQUIRED TO BE REFUNDED UNDER THIS AGREEMENT, AND NO INTEREST WILL BE PAID ON TERMINATION.

**D. Conditions and Due Date For Refund Payments**

PRIOR TO OCCUPANCY, ALL APPLICABLE REFUNDS WILL BE MADE WITHIN NINETY (90) DAYS OF RESIDENT'S REQUEST. AFTER OCCUPANCY, ALL APPLICABLE REFUNDS WILL BE MADE ONLY AFTER THE APARTMENT UNIT HAS BEEN OCCUPIED BY ANOTHER RESIDENT.

THE AMOUNT OF ANY REFUND DUE WILL BE CALCULATED BY REFERENCE TO THE DATE THE APARTMENT UNIT IS REOCCUPIED BY ANOTHER RESIDENT, NOT BY THE DATE OF TERMINATION. WHERE AN APARTMENT IS OCCUPIED BY CO-RESIDENTS, THERE WILL BE NO REFUND, PARTIAL OR OTHERWISE, UPON THE DEATH OR PERMANENT TRANSFER OF ONLY ONE OF THE CO-RESIDENTS. REFUNDS TO RESIDENT'S ESTATE SHALL BE MADE TO THE DULY APPOINTED REPRESENTATIVE OF THE ESTATE AFTER PROOF OF SUCH APPOINTMENT IS PROVIDED TO THE COMMUNITY IN THE FORM OF A CERTIFIED COPY OF THE TESTAMENTARY LETTERS CONFIRMING SUCH APPOINTMENT.

**E. Taxation Disclosure - Imputed Interest**

THE INTERNAL REVENUE SERVICE MAY INTERPRET CERTAIN SECTIONS OF THE INTERNAL REVENUE CODE, PARTICULARLY SECTION 7872 PERTAINING TO BELOW-MARKET INTEREST RATE LOANS, AS IMPOSING TAX LIABILITY ON THE REFUNDABLE PORTIONS OF THE ENTRANCE FEE AS A LOAN FROM YOU TO THE COMMUNITY AND MAY ATTRIBUTE TO YOU RECEIPT OF INTEREST INCOME ON THE REFUNDABLE PART OF THE ENTRANCE FEE, EVEN THOUGH YOU DO NOT RECEIVE INTEREST PAYMENTS. YOU SHOULD CONSULT WITH YOUR ACCOUNTANT, ATTORNEY OR PERSONAL TAX ADVISOR TO DETERMINE HOW SUCH PROVISIONS OF THE INTERNAL REVENUE CODE MIGHT BE APPLIED TO YOU.

**SECTION 9: OPTION TO MOVE TO ANOTHER APARTMENT**

After occupancy, Resident shall have the option to elect to move to another apartment unit, if and when another apartment unit becomes available, in accordance with the terms and conditions set forth in this section. Resident may elect to move to a smaller apartment unit, a larger apartment unit or to an apartment unit of equivalent size but in a different location. In the event Resident desires to exercise the option to move to another apartment unit, Resident must notify Community in writing of the apartment unit desired, at which time Resident's name will be placed on the Transfer Waiting List maintained by Community. Names will be placed on the Transfer Waiting List in chronological sequence based upon the date that Community receives written notification of Resident's desire to exercise the option to move. Resident shall be given priority access to the selected apartment unit over Applicants seeking initial admission to Community. Although the Transfer Waiting List shall be maintained in chronological order, Community reserves the absolute right to give priority access to any other resident on the Transfer Waiting List to any available apartment unit in order to meet the particular needs of any particular resident that Community, in its absolute discretion, deems appropriate.

If Resident elects a smaller apartment unit or an apartment unit equivalent in size, Resident shall pay a "Refurbishment Fee" in the amount of \$ \_\_\_\_\_. There will be no Entrance Fee credit or refund even if the Entrance Fee for the surrendered apartment unit is greater than the Entrance Fee for the selected apartment unit. If Resident elects to move to a larger apartment unit which has an Entrance Fee greater than Resident paid for occupancy of the apartment unit initially designated under this Agreement, then Resident shall pay, prior to moving to the selected apartment unit, an additional amount equal to the difference between the initial Entrance Fee paid and the higher Entrance Fee in effect at the time of the move. Forty (40%) percent of the additional fee will be added to the Equity Refund component of the Entrance Fee, the balance shall be immediately amortized and earned in full by Community. The costs and arrangements for relocating are the responsibility of Resident, and shall not involve Community personnel.

TO BE COMPLETED AFTER NOTIFICATION TO COMMUNITY OF  
RESIDENT'S DESIRE TO EXERCISE OPTION AND PRIOR TO TRANSFER.

Effective \_\_\_\_\_, 19\_\_\_\_ Resident shall transfer to and occupy Apartment Unit No. \_\_\_\_\_, and shall thereafter pay the Monthly Fee applicable for occupancy of the selected apartment unit. On the aforesaid date the apartment unit initially designated for occupancy under this Agreement shall be surrendered to Community and shall be available for occupancy by another. Resident is obligated to pay all charges related to exercising the option to move to another apartment unit as specified in this section prior to transfer, which charges are in the aggregate amount of \$ \_\_\_\_\_. All of the other terms and conditions of this Agreement shall remain in full force and effect.

\_\_\_\_\_  
Witness                      Resident                      Date

\_\_\_\_\_  
Witness                      Resident                      Date

SECTION 10: ARRANGEMENTS FOR GUARDIANSHIP AND FOR ESTATE

A. Legal Guardian

If Resident becomes incompetent, incapacitated or unable to care properly for self or property, Community shall have the option to institute an action to adjudge Resident incompetent and have a guardian appointed for Resident's estate. All costs of such action, including counsel fees, shall be paid by Resident or the legally appointed guardian of Resident's estate.



**B. Will and Funeral Arrangements**

Resident shall, prior to the Designated or Extended Occupancy Date, make a Will providing for the disposition of Resident's furniture and possessions and appointment of an executor or executrix of Resident's estate, and make funeral and burial arrangements. The name of the executor or executrix shall be provided to Community prior to occupancy. In the event Resident changes the name of the executor/executrix during the term of occupancy, Resident must provide Community with notice of the change and the name of the newly designated executor/executrix. Information regarding Resident's funeral and burial arrangement also must be provided to Community.

**C. Power Of Attorney**

Resident shall furnish Community, one week prior to occupancy, a durable power of attorney designating someone other than Community to act on Resident's behalf in the event of incapacity, which shall be maintained in the files of Community.

**D. Advance Directives - Living Wills**

If Resident has executed an advance directive in the form of a living will relating to the provision of health care services in the event of terminal or other illnesses/conditions, Resident shall provide a copy of the living will to Community prior to occupancy, and a copy of any revisions or changes made to the document during Resident's term of occupancy. In the event of transfer to the nursing facility, Community shall comply with the instructions or requests of Resident as reflected in Resident's living will, only if the document is executed consistent with law, and Resident's advance instructions are consistent with law and Community's policy, as such policy may change from time to time. If Community cannot comply with the Resident's advance directive because of religious or moral policy reasons, then Community shall assist in arranging for the transfer of Resident to another health care provider, if reasonably available, which will comply with Resident's advance directive. The transfer and cost of care in another health care facility shall be an additional cost, and Resident shall be responsible to pay such costs.

**SECTION 11: RIGHTS AND OBLIGATIONS OF RESIDENT**

**A. Right Of Self-Organization**

Residents of Community shall have the right of self-organization. A representative designated by Community's Board of Directors shall hold quarterly meetings with the organization representing the residents. At least seven (7) days notice of each quarterly meeting shall be given.

**B. Right To Receive Disclosure Statements**

Community shall deliver to Resident at the time of the execution of this Agreement, and make available for review at least annually thereafter, the disclosure statement required by the Continuing Care Provider Registration and Disclosure Act, Act No. 82 of 1984.

**C. Guest Privileges**

1. Resident shall have the right to entertain guests in the apartment unit provided that the period of entertainment of any guest shall not exceed two (2) consecutive weeks. Thereafter, no guest may remain in the apartment unit without the express written consent of Community, and the payment of an additional fee in the amount of \$\_\_\_\_\_ per day per guest. No guest may reside in the apartment unit for more than eight (8) consecutive weeks. Prices for guest meals will be made available upon request.

2. If Resident has additional persons residing in the apartment unit occupied by Resident at any time, such persons must have prior written approval of and be registered with Community. Community does not accept responsibility or liability for the guests/visitors of an apartment unit.

**D. Rights To Property/Subordination**

The rights and privileges granted to Resident under this Agreement do not include any right, title or interest in any part of the personal property, land, buildings and premises owned or administered by Community. Resident's rights are primarily for services, with a contractual right to occupy an apartment unit. Any and all rights, privileges or benefits of or inuring to Resident under this Agreement, including but not limited to the said contractual right of occupancy, are and shall be subordinate to the liens of and rights under any and all mortgages on any parcel of real property or improvements thereon owned, held or operated by Community, and all amendments, modifications replacements and refinancings of any such mortgages, specifically including but not limited to those certain three (3) mortgages granted to Farmers Bank and Trust Company of Hanover: dated May 21, 1991, and recorded in Mortgage Book 1013, page 938, in the Recorder of Deeds' Office in and for Cumberland County, Pennsylvania; dated September 6, 1985 and recorded in Mortgage Book 789, page 61, in the Recorder of Deeds' Office in and for Cumberland County, Pennsylvania; and dated June 12, 1987 and recorded in Mortgage Book 869, page 7, in the Recorder of Deeds' Office in and for Cumberland County, Pennsylvania. This subordination shall be effective and self-effectuating without any further act and without the execution or delivery of any other document by Community and/or Resident. However, upon Community's request, Resident shall execute and deliver any document which is required by Community or any title insurance

company, or by the holder of any such mortgages, or similar interests, to evidence or perfect such subordination. Resident understands and agrees that any holder of a mortgage does not assume any obligation, responsibility or undertaking of Community which obligations, responsibilities and undertakings remain those of Community alone.

**E. Inspection of Apartment Unit**

Resident shall permit Community, or its agents, or any representative of any holder of a mortgage or similar interest on the property, or, when authorized by Community, the employees of any contractor, utility company, municipal agency or others, to enter the apartment unit for the purpose of making reasonable inspections and repairs and replacements. Such entry will be made only with reasonable advance notice, except in cases of emergency. There will be a minimum of one annual maintenance inspection.

**F. Housekeeping/Housecleaning Responsibilities**

Resident shall maintain the apartment unit in a clean, sanitary, and orderly condition. Community will provide bi-weekly housekeeping service. If Resident does not maintain the apartment unit in a reasonable manner, Community, after notice to Resident, shall have the right to maintain the apartment unit, and the cost of such additional cleaning or maintenance shall be charged to Resident.

**G. Health Insurance**

Resident is required to obtain and maintain in force at Resident's expense maximum coverages available under the Federal Social Security health insurance program, known as "Medicare A and B" (or its equivalent) and an additional supplemental insurance (Blue Cross/Blue Shield 65 Special or its equivalent). For Residents under age 65, a substitute basic coverage insurance policy is required.

**H. Use Of Personal Or Family Physicians**

Resident may employ the service of any physician at Resident's expense. Community shall not be responsible for the costs of any medical or health care ordered by Resident's personal physician.

**I. Automobile Insurance**

Residents who drive motor vehicles shall maintain their own automobile liability insurance to cover liability and medical expenses arising from injury to themselves and others. Proof of such insurance shall be provided to Community prior to the Designated or Extended Occupancy Date in order to obtain a reserved parking space.

**J. Reduction Of Income**

Resident shall make every reasonable effort to meet Resident's financial obligations to Community. Resident shall not transfer control of property or make any gifts subsequent to the date of application for admission and shall not make any such transfer or gifts after occupancy, other than to Community, which would substantially impair Resident's ability or the ability of Resident's estate to satisfy Resident's financial obligations to Community.

**K. Medical Examinations**

Resident must be examined by a qualified physician of Resident's own choosing before occupancy and periodically thereafter, and must make the results of the examination available to Community. The cost of the physical examination shall be paid by Resident. If the pre-occupancy physical examination reveals that Resident is not capable of independent living in the apartment unit, this Agreement will be terminated prior to occupancy.

**L. Responsibility For Property Damages or Personal Injuries**

1. Upon termination of this Agreement, Resident shall vacate and surrender the apartment unit and leave it in as good condition as the date of occupancy except for reasonable wear and tear. If the apartment unit is damaged beyond ordinary wear and tear, the costs of repair will be deducted from the Equity Refund.

2. Any loss or damage to real or personal property of Community caused by Resident shall be paid for by Resident. In the event of the death of Resident, the Resident's estate shall be liable for any loss or damage to Community's property caused by Resident.

3. Community assumes no responsibility for the conduct of Resident or any other residents, and Resident hereby releases and discharges Community from any claims for injury or damage to Resident or to Resident's personal property caused by the conduct of other residents or guests.

**M. Responsibility For Resident's Property**

1. Community shall not be responsible for the loss or damage due to fire, theft, or other cause of any property belonging to Resident or Resident's estate or Resident's guests, including motor vehicles, unless the care and control of said property is specifically accepted in writing by Community, and then only for lack of ordinary care to safeguard and account for such property. Resident shall have the responsibility, at

Resident's own expense, to provide such insurance as Resident deems necessary to protect against any such loss. No personal property insurance is provided Resident by Community.

2. If Resident has become unable to occupy the apartment unit, or this Agreement has been terminated for any reason, Resident or the duly authorized representative of Resident's estate must remove all personal property from the living accommodation. If Resident's personal property is not removed by Resident or Resident's representative within thirty (30) days of termination of this Agreement, then Community shall dispose of Resident's property in any manner it deems appropriate. Resident or Resident's estate shall be obligated to pay all costs for the removal, storage or disposal of Resident's property.

**N. Rules And Regulations**

Resident shall cooperate fully with Community to maintain the apartment unit and common facilities in a neat and orderly manner, and shall comply with all rules and regulations and Resident's responsibilities established by Community.

**O. Pets**

There are no pets allowed in the apartment unit, either temporarily or permanently, without the Community's consent.

**P. Tobacco and Alcoholic Beverages**

The use of tobacco products and/or alcoholic beverages is not permitted in the common areas within the Community.

**Q. Trade, Business or Occupation**

Resident may not utilize the apartment unit to engage in a trade, business or other occupation.

**R. Keys and Locks**

Resident agrees not to install additional locks or gates on any doors or windows of the apartment unit without the express written consent of Community. If Community approves Resident's request to install such locks, Resident shall provide Community with a key to each lock. Upon termination, Resident agrees to surrender all keys to the apartment unit to Community.

**S. Grills/Water Beds**

Gas, charcoal or other grills may not be used or stored in Resident's apartment unit or LeTort Manor, and waterbeds are not permitted.

**T. Rights of Resident Are Personal and Non-Transferable**

The rights and privileges of Resident under this Agreement are personal to Resident and cannot be transferred or assigned. No person other than Resident may occupy or use the living accommodations covered by this Agreement unless approval is obtained in writing from Community. Resident may not sublease or assign Resident's contractual rights of occupancy under this Agreement.

**SECTION 12: AVERAGE ANNUAL COST OF PROVIDING SERVICES**

The estimated average annual cost of providing services for a Resident is \_\_\_\_\_.

**SECTION 13: CASUALTY LOSS**

In the event the apartment unit occupied by Resident or the building in which the apartment unit is located is destroyed or so damaged by fire or other casualty so as to render the apartment unit or the building generally unfit for occupancy, this Agreement may be terminated at the option of Community, and no further obligations shall rest on either party under this Agreement except those expressed in the refund provisions of this Agreement. In the event that Community so elects to terminate this Agreement, written notice of termination shall be given to Resident within thirty (30) days from the date of the damage to the apartment unit or building. If notice of termination is not given, or if the damage does not render the apartment unit unfit for occupancy, Community shall be obligated to rebuild or repair the damage to the apartment unit as soon as possible and prepare it for occupancy by Resident, and this Agreement shall remain effective unless the parties may otherwise mutually agree. In the event Resident is unable to occupy the apartment unit for any period of time during any reasonably necessary restoration of the apartment unit, the Monthly Fee shall be reduced proportionately, unless a vacant apartment unit is available for temporary occupancy by Resident.

**SECTION 14: NONDISCRIMINATION**

Community provides access to its facilities and services to all persons regardless of race, color, creed, religion, sex, national origin, handicap, or disability. An admission preference is given to members of The Church of God of the East Pennsylvania Conference.

#### **SECTION 15: NON-WAIVER OF ACT 82**

No act, agreement or statement of Resident, or of any individual purchasing care for Resident under any agreement to furnish care to Resident, shall constitute a valid waiver of any provision of the Continuing-Care Provider Registration and Disclosure Act, Act of June 18, 1984, P.L. 391, No. 82 Sections 1-25, 40 P.S. §3201 et. seq., (Act 82), intended for the benefit or protection of Resident or the individual purchasing care for Resident.

#### **SECTION 16: SEVERABILITY**

If any provision of this Agreement is determined by a judicial or administrative tribunal of proper jurisdiction to be invalid or unenforceable, such provision shall be severed and the balance of this Agreement shall remain in full force and effect.

#### **SECTION 17: ACTS OF FOREBEARANCE**

No act of forbearance or failure to insist upon prompt performance of any of the terms of this Agreement by Community shall be construed as a waiver of any of the rights granted to Community.

#### **SECTION 18: ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between Community and Resident. Community shall not be responsible or liable for any statements, representations or promises made by any person representing or purporting to represent Community, unless such statements, representations or promises are set forth in this Agreement. This Agreement may be amended only by a written Agreement executed by the parties.

#### **SECTION 19: INDEMNIFICATION**

Community shall not be responsible or liable for, and Resident shall indemnify, defend and hold Community harmless from any and all claims, losses, damages, fines, penalties, expenses, judgments, reasonable settlements, or lawsuits, including actual attorneys' fees and all costs incurred in defending against any such claims, arising from or based upon any injury or death to persons and any damages to property caused by, or arising from, or based on, or in any way attributable to or connected with the negligent, reckless, or intentional acts or other conduct or omissions of Resident or Resident's guests. Resident's indemnification obligation is payable on Community's demand.

**SECTION 20: NOTICE**

Notice, when required by the terms of this Agreement, shall be deemed to have been properly given, if and when delivered personally or, if sent by certified mail, return receipt requested, when postmarked, postage prepaid and addressed as follows:

To Community:

Church of God Home, Inc.  
801 North Hanover Street  
Carlisle, PA 17013

To Resident (Before Occupancy):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

After occupancy, notice will be provided to Resident at the apartment unit specified in this Agreement.

**SECTION 21: MISCELLANEOUS PROVISIONS**

A. THIS AGREEMENT IS NOT INTENDED TO REFLECT AN UNDERTAKING OR CONTRACT, EXPRESS OR IMPLIED, TO CARE FOR THE RESIDENT FOR LIFE, AND COMMUNITY HAS NO OBLIGATION TO CARE FOR RESIDENT FOR LIFE.

B. The information regarding Resident's age, health and financial affairs submitted by Resident in the Application for Admission, Physician's Examination and Report and Confidential Financial Statement forms and related application documents constitute a material part of this Agreement, and that information is incorporated as a part of this Agreement. Resident acknowledges that the submission of false information shall constitute grounds for the termination of this Agreement.

C. Resident must and shall disclose to Community prior to occupancy any material changes in the Resident's physical, financial or mental condition. The failure to make such disclosure shall constitute grounds to terminate this Agreement.

D. Resident shall comply with the rules, regulations, policies and procedures established by Community and such amendments, modifications or changes in such rules, regulations, policies and procedures as may hereafter be adopted by Community.



E. Resident acknowledges receipt of a copy of Community's Annual Disclosure Statement prior to executing this Agreement.

F. Community reserves the right to modify this Agreement to conform to changes in law or regulation.

G. The Entrance Fee may be used and applied by Community for any proper corporate purpose, and Community assumes no fiduciary obligations to Resident with respect to any amounts paid for admission or continued occupancy of the apartment unit.

H. This Agreement shall bind and serve to benefit the successors and assigns of Community, and the heirs, executors, administrators and assigns of Resident.

I. This Agreement shall be interpreted according to the laws of the Commonwealth of Pennsylvania.

J. Resident hereby acknowledges having read this Agreement in its entirety and understanding its provisions, and having have been provided an opportunity to consult with personal advisors, including legal counsel, regarding the terms of the Agreement.

IN WITNESS WHEREOF, The Church of God Home, Inc. of East Pennsylvania Conference has caused this Agreement to be signed by its authorized representative, and the Resident has hereunto affixed his/her/their signature(s), the day and year first above written.

Attest:

THE CHURCH OF GOD HOME, INC.  
OF EAST PENNSYLVANIA CONFERENCE

\_\_\_\_\_ By \_\_\_\_\_

(Seal)

\_\_\_\_\_  
Title

Witness:

\_\_\_\_\_ (Seal)  
Resident

\_\_\_\_\_ (Seal)  
Resident

3:13:92

NOTICE OF RIGHT TO RESCIND

Date rescission period begins \_\_\_\_\_.  
You may rescind and terminate your Residency Agreement without penalty or forfeiture, within seven (7) days of the above date. You are not required to move into LeFort Manor before the expiration of this seven (7) day period. No other agreement or statement you sign shall constitute a waiver of your right to rescind your Agreement within this seven (7) day period.

To rescind your Residency Agreement, mail or deliver a signed and dated copy of this notice, or any other dated written notice, letter or telegram, stating your desire to rescind to the following address:

Church of God Home, Inc.  
801 North Hanover Street  
Carlisle, PA 17013

Not later than midnight of \_\_\_\_\_ (last day for rescission).

Pursuant to this notice, I hereby cancel my Residency Agreement.

Date: \_\_\_\_\_

PROSPECTIVE RESIDENT'S SIGNATURE

\_\_\_\_\_  
\_\_\_\_\_

**Church of God Home, Inc.**  
**January 1, 2013**

**Nursing Care Room Rates**

Faith Wing and Love Wing

Semi-Private	\$270.00 per day
Private	\$328.00 per day

**Personal Care Room Rates**

Hope Wing and Peace Wing

Semi-Private	\$121.00 per day
Private (except 400)	\$142.00 per day
Private – Room 400	\$151.00 per day

Creekside Apartments

	<i>Studio</i>	<i>One Bedroom</i>	<i>One Bedroom, Creek View</i>
One Person	\$156.00 per day	\$177.00 per day	\$182.00 per day
Two Persons	\$263.00 per day	\$290.00 per day	\$338.00 per day

**Notes:**

1. There will be a security deposit charged for Nursing and Personal Care Residents based on a 31-day month at the per diem rate for room/level of care.
2. Residents receiving benefits under the Medicare A program will not be charged for the room, but will be charged for telephone and long distance charges, beauty and barber, laundry, transportation, late fees and name labels. In addition, the Resident is responsible for the Medicare co-pay of \$148.00 per day starting on day 21 if it is not covered by a secondary insurance.
3. If a Medicare or Private Pay Resident goes to the hospital and wishes to hold the room at Church of God Home, the Resident is charged the full room rate.
4. Residents receiving benefits under the Medicaid program will not be charged for the room, but will be charged for telephone and long distance charges and beauty and barber that exceed the regulatory amount allowed (currently two appointments per month, one perm every three months).

**Independent Living Rates-Entrance Fee**

LeTort Manor Apartments

<u>Apartment</u>	<u>Monthly Maintenance Fee</u>	
	One Person	Two Persons
A	\$1008 (\$29)	\$1,355 (\$40)
B	\$930 (\$27)	\$1,254 (\$37)
C	\$930 (\$27)	\$1,254 (\$37)
D	\$914 (\$27)	\$1,242 (\$36)
E	\$914 (\$27)	\$1,242 (\$36)

<u>Apartment Type</u>	<u>40% Refundable Rate</u>	<u>Non-Refundable Rate</u>
Apartment "A"	\$109,000	\$83,000
Apartment "B"	\$96,100	\$73,000
Apartment "C"	\$96,100	\$73,000
Apartment "D"	\$81,000	\$63,000
Apartment "E"	\$81,000	\$63,000

**Independent Living Rates-Rental Rates**  
LeTort Manor Apartments

<u>Apartment</u>	<u>Monthly Rental</u>	
	One Person	Two Persons
A	\$2,142	\$2,489
B	\$1,928	\$2,252
C	\$1,928	\$2,252
D	\$1,714	\$2,042
E	\$1,714	\$2,042

**Note: LeTort Residents who choose the monthly rental option will be charged a security deposit based on one month rental rate.**

**Independent Living Rates**  
Creekside Apartments

<u>Apartment</u>	<u>Monthly Rental</u>	
	One Person	Two Persons
Studio	\$1,318 (\$0)	\$1,803 (\$0)
One Bedroom	\$1,667 (\$0)	\$2,313 (\$0)

**Note: There will be a security deposit charged for Creekside Independent Living Residents based on one month rental rate.**

**Ancillary Services**

**Hair Care**

Wash & Set	\$13.30	Men's cut	\$11.95
Wash, Set & Color Rinse	\$14.55	Men's Cut & Wash	\$20.65
Wash & Blow Dry	\$14.60	Men's Cut & Mustache Trim	\$13.35
Wash, Blow Dry & Color Rinse	\$15.85	Mustache Trim	\$1.60
Wash & Cut	\$21.50	Women's Cut	\$12.80
Cut, Wash & Set	\$26.10	Tint	\$30.60
Cut, Wash, Set & Rinse	\$22.75	Tint & Cut	\$43.40
Cut, Wash, Blow Dry & Rinse	\$28.65	Permanents	\$55.15
Wash, no blow dry	\$ 8.70	Permanents & Color Rinse	\$56.40
Oil Treatment, Shampoo, & Set	\$25.00	Permanents; in bed	\$61.25
Color Rinse	\$ 1.25	Men / Women Wash; in bed	\$16.50
Frost / Hi-Light	\$49.00	Men / Women Cut & Wash; in bed	\$28.95
Frost / Hi-Light & Cut	\$61.80	Re-comb	\$8.65
Cut, Wash & Blow Dry	\$27.40	Re-comb & Curling Iron	\$12.25

Bed Hold (during hospitalization or LOA)	Per Diem Rate
Cable Television (Nursing and Personal Care)	Included
Cable Television (Independent Living)	\$24.00/month
Clothing Name Labels	Cost
Guest Room (maximum stay of 5 nights)	1 person - \$28.00/night 2 persons - \$33.00/night
Incontinence Supplies	
Liners	25% above cost
Briefs	25% above cost
Pull-ups	25% above cost
Misc (Including. adult wipes & body wash)	25% above cost
Keys (extra and replacement for apartments)	\$5.00
Laundry Service (personal clothing)	\$36.25/month
Medication Assistance Charge (Independent Living)	\$15.00/month
Medications, Medical and adaptive equipment, alarm pads, special requests, etc.	At own expense unless covered by your insurance or covered by Medical Assistance benefits
Nutritional Supplies	25% above cost
Oxygen Concentrator Usage	\$ 3.00 per day
Portable Oxygen Usage	\$12.00 per cylinder
CPAP, and Supplies	Actual Cost
Photocopies	\$1.28/pg(1-20) \$0.95/pg(21-60) \$0.32/pg (61+)
Private Telephone	
Purchase Telephone Set/Cell Phone	At own expense
Monthly Line Fee	\$31.00/month
Therapy (physical, occupational, speech)	Actual cost unless covered under Medicare or co-payment by secondary insurance
Transportation Services	0-10 miles (round trip), \$25.00 Over 10-50 miles (round trip), \$45.00 51-76 miles (round trip), \$80.00 Escorts \$12.00 per hour

**Church of God Home, Inc.**  
**EXTRA DIETARY SERVICES**

(Arrangements for these provisions should be made through your Social Worker)  
 \*You will receive a separate bill from our Business Office for these services.

SIZE		SERVES	COST w/TAX
<b>CAKES:</b>			
1 Dozen Cupcakes		12	\$7.00
9" Round - 2 layers		16	\$25.00
¼ Sheet – 10"x14"		16	\$18.00
½ Sheet – 12"x17"		30	\$24.00
Full		60	\$36.00
Homemade carrot cake or cake with fillings		60	\$48.00
<b>ICE CREAM:</b>			
Hand dipped - dishes			\$1.25
Hand dipped – 3 gal. container			\$20.00
Dixie Cups – (24) 4oz. containers			\$11.25
Vanilla / Chocolate			
<b>GUEST MEALS:</b>			
Breakfast			\$5.25
Dinner			\$8.00
Supper			\$6.50
Sunday Dinner and Holiday			\$8.00
<b>MISCELLANEOUS:</b>			
Potatoes Chips – 1 lbs.			\$4.00
Punch – 1 gal.			\$4.50
Lemonade – 1 gal.			\$4.50
Iced Tea – 1 gal.			\$4.50
Cookies – 1 doz. Any Kind			\$4.50
<b>NOTE:</b> All of the above items include paper-serving products and must be ordered 1 week in advance.			
<u>Special Orders will be priced by Dietary Department</u>			

# **Independent Living** **Residency Agreement**

**Rental**

*Committed*

*To*

*Caring*

**RESIDENCY RENTAL AGREEMENT**

**CREEKSIDE AND LETORT MANOR**

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between **THE CHURCH OF GOD HOME, INC.**, a non-profit Pennsylvania corporation, situated at 801 North Hanover Street, Carlisle, PA 17013-1599, Cumberland County, hereinafter called the **LESSOR**;

**AND**

---

Name and Address

Hereinafter called the **LESSEE**:

**NOW THIS AGREEMENT WITNESSETH:**

**WHEREAS**, the parties agree to the following terms which provide for leasing of the independent living arrangements of \_\_\_\_\_ Apartment Number \_\_\_\_\_.

**NOW THEREFORE, TERMS ARE AGREED AS FOLLOWS:**

**I. GENERAL**

- A.** This Residency Agreement may be terminated on thirty days (30) written notice by either party; otherwise, it will remain in effect until a subsequent agreement is executed.
- B.** Admitted residents have priority for vacant beds if a level of care changed is required. Should hospitalization occur, the Home will continue to hold the apartment



unit and charge accordingly unless the resident or the Responsible Party chooses to release the unit. A Security Deposit of one month's rent is refundable within ninety days (90) to the resident upon leaving the Church of God Home or, upon the death of the resident, and payable to the Estate of said resident. Damages or cleaning expenses which exceed normal wear and tear upon the unit will be deducted.

**II. FINANCIAL CONSIDERATION:**

**A.** The resident agrees to pay on a monthly basis in consideration for the apartment and services rendered as follows:

1. Rent \_\_\_\_\_ per month
2. Telephone \_\_\_\_\_ per month
3. Cable TV \_\_\_\_\_ per month
4. Internet \_\_\_\_\_ per month
5. Other \_\_\_\_\_ per month

**B.** Rental is subject to change only upon majority vote of the Church of God Home Board of Trustees and upon thirty days (30) written notice to the resident.

**III. INSURANCE:**

**A. HEALTH-** The resident shall carry a medi-gap supplemental health insurance policy. If the resident fails to maintain coverage, the Church of God Home reserves the right to terminate this Agreement on sixty days (60) notice. The Home reserves the right to require each resident to purchase and enter into a contract for Long Term Care Insurance.

**B. AUTO-** The resident shall carry coverage as required by the State of Pennsylvania and provide make, model and ID of vehicle to the Residential Housing Administrator. There are designated parking areas available.

**C. HOMEOWNER, TENANT-** The Church of God Home is not responsible for loss of any personal property belonging to a resident due to fire, theft, water damage or any cause. A separate policy is recommended.

**IV. SERVICES PROVIDED:**

**A. FURNISHINGS-** Within each unit the Church of God Home, Inc; will furnish wall to wall carpeting, kitchen appliances (stove, cabinets, dishwasher, refrigerator, washer, dryer), and other permanent fixtures in the apartments. All other furnishings shall be provided by the resident and shall remain the personal property of the resident.

Items that must be mounted to the wall, window or door, like large mirrors, shades/blinds, shall remain in place when the resident vacates the apartment. No reimbursement for such items will be made to the resident. No alteration may be made to the physical structure of the unit without the approval of the administration.

- B. **UTILITIES-** The Church of God Home, Inc; will provide water, heat, air conditioning, electric, trash removal and sewer for each apartment.
- C. **FOOD SERVICE-** Each resident is entitled to the noon meal each day, served in the LeTort Manor dining room. Residents may make arrangements for more than one (1) meal a day with the Dietary Department. Meal charges beyond the one meal a day will be added to the monthly statement. Breakfast and/or supper are served in the Health Care Center dining room.
- D. **LAUNDRY-** The residents are provided with a washer and dryer in each unit. Bed linens and/or personal items may be laundered by the Church of God Home, Inc; at an additional charge.
- E. **HOUSEKEEPING-** The Church of God Home, Inc; will be responsible for housekeeping in al public areas and will perform light cleaning biweekly in the resident's unit at no additional charge. It is, however, the resident's responsibility to maintain their apartment in a clean sanitary condition and perform light housekeeping between the regular visits of the housekeeping staff. On an annual basis, detailed cleaning services will be provided by the housekeeping staff at no additional charge. Extra requests, if desired by the resident, can be added at additional fees.
- F. **TELEPHONE-** The Church of God Home, Inc; will provide telephone outlets in each apartment. Telephone jacks are available for service in the living room and bedroom areas. Telephones must be touch-tone style.
- G. **PETS-** in the interest of Infection Control, no pets will be permitted to stay overnight in the apartment area of the Home. This policy also applies to all other areas of the Church of God Home, Inc. Pets are permitted to visit only.
- H. **MAINTENANCE-** the Church of god Home, Inc; will be responsible for all necessary repairs, maintenance and replacement of property and equipment which is owned by the Home. The resident will be responsible for their personal property. The major kitchen appliances (refrigerator, stove, washer, dryer and dishwasher) are property of the Home. Abusive use of these appliances may result in charges to the responsible resident. Periodic inspection by the administration will be made to assure proper maintenance and safety procedures are being observed. The Church of God Home, Inc; will be responsible for trash removal, snow removal and lawn maintenance. Upon reasonable notice to the resident, employees of the Church of God Home shall be entitled to enter the units to perform maintenance and for purpose of inspection or repair. Annual Preventative maintenance will be provided to survey the efficiency and condition of HVAC units and major appliances.

I. **STORAGE-** the Church of God Home, Inc; will provide limited storage areas for those items not required for their daily living routine. Items in these closets may not be closer to the ceiling than twenty-four (24) inches due to sprinkler and fire precaution regulations. Duplicate padlock keys shall be provided to the community for these areas.

J. **VISITORS AND GUESTS-** The Church of God Home, Inc; encourages visits by family and guests. We do ask that visiting children (and Pets) be supervised carefully and visitors of the resident must respectfully observe the rights of other residents. If guests are staying for meals to be prepared by the Home's Dietary staff, one day's notice should be provided to the Dietary Department of the Home so that adequate preparations can be made.

The resident shall have the right to entertain guests in the apartment unit provided that the period of entertainment of any guest shall not exceed two(2) consecutive weeks, and the Community should be advised. Thereafter, no guest may remain in the apartment unit without the express written consent of the Community, and the payment of an additional fee in the amount of \$\_\_\_\_\_per day per guest. No guest may reside in the apartment unit for more than eight (8) consecutive weeks. Guests can eat in the dining room at the published rates.

If resident has additional persons residing in the apartment unit, such persons must be registered with Community. Community does not accept responsibility or liability for the guests/visitors of an apartment unit.

K. **TRANSPORTATION-** Some scheduled transportation will be provided by the Community. Included will be one (1) weekly trip to a local supermarket with possible other stops. These locations will be determined by the Community. Transportation to medical appointments is the responsibility of the resident. Ambulance enrollment is suggested, but not required.

L. **MAIL DELIVERY-** Postal boxes will be provided by the Home. Change of address notices will be the responsibility of the resident. Individual keys are provided for postal box access.

M. **ETHOS STANDARDS-** Residents must agree that there is no drinking of alcoholic beverages in common areas and also adhere to a no smoking policy throughout the facility, including their apartment. Firearms are prohibited.

N. **EXTRA FEATURES-** The community will provide security features which will include a 24 hour emergency call system, fire alarm and sprinkler system, daily well-being check and an entrance phone system. Periodic fire drills will be conducted.

O. **CHANGES IN SERVICES-** The Community reserves the right to provide additional services or delete existing services in its sole and absolute discretion, and to assess additional charges for any additional services. Thirty (30) days advance notice of any such changes in services will be provided.

- P. WILL AND FUNERAL ARRANGEMENTS-** The resident shall prior to the Designated or Extended Occupancy Date, make a will providing for the disposition of the resident's furniture and possessions and appointment of an executor or executrix of resident's estate, and make funeral and burial arrangements. The name of the executor or executrix shall be provided to Community prior to occupancy. In the event resident changes the name of the executor or executrix during the term of occupancy, resident must provide community with notice of the change and the name of the newly designated executor or executrix. Information regarding resident's funeral and burial arrangement also must be provided to Community.
- Q. POWER OF ATTORNEY-** The resident shall furnish the community, one (1) week prior to occupancy, a Durable Power of Attorney designating someone other than the Community to act on resident's behalf in the event of incapacity, which Power of Attorney shall be maintained in the files of the Community.
- R. ADVANCE DIRECTIVES-LIVING WILLS-** If a resident has executed an Advance directive in the form of a Living Will relating to the provision of health care services in the event of terminal or other illnesses/conditions, the resident shall provide a copy of the Living will to the Community prior to occupancy, and a copy of any revisions or changes made to the document during the resident's term of occupancy. In the event of transfer to the nursing facility, the Community shall comply with the instructions or requests of the resident as reflected in resident's Living Will, only if the document is executed consistent with law, and resident's advance instructions are consistent with law and Community's policy, as such policy may change from time to time. If Community cannot comply with the resident's advance directive because of religious or moral policy reasons, then Community shall assist in arranging for the transfer of resident to another health care provider, which will comply with the resident's Advance Directive. The transfer and cost of care in another health care facility shall be an additional cost, and the resident shall be responsible to pay such costs.

**V. ENTRANCE PROCEDURE REQUIREMENTS:**

**A. APPLICATION FORM-** Receipt of a completed application with financial statement places the individual on the active waiting list.

**B. FINANCIAL STATEMENT-** The applicant, as part of the application, is required to submit a statement of assets plus a schedule of monthly income which specifies the amount of each aspect of income. The Community may require an annual update of the resident's financial statement, which is treated as a confidential document.

**C. MEDICAL RECORD AND PHYSICAL DATE-** A preadmissions physical must be completed by a physician, preferably by the physician who will be the

residents's doctor during his/her stay in the Community. within seven days (7) of admission.

## **VI. HEALTH CARE SERVICES:**

- A. THE HEALTH CARE CENTER-** The Community intends to operate fully approved nursing (semi-private accommodations) and personal care facilities in the Health Care Center licensed by the Commonwealth of Pennsylvania. Residents of the community will be offered priority access to the Health Care Center for temporary or permanent illnesses.

There will be an additional charge for such health care services. Residents must meet the requirements for admission to the Personal or Nursing Care facilities, sign an admission agreement, and pay the daily charge for such health care services. There is no guarantee that space will be available in the Health Care Center at such time as the resident desires to transfer to either personal or nursing care, or at such time as the resident is no longer capable of living independently. If placement elsewhere is necessary, the transferred resident will be offered priority return admission consideration consistent with the definition of priority access herein.

- B. TEMPORARY NURSING SERVICES-** Community will not provide or make available temporary nursing services or companion services in the apartment unit. Resident must make all arrangements and is responsible to pay the costs for such services. Community reserves the right to disapprove all nurses and companions and to prohibit the use of such services.

- C. EMERGENCY NURSING SERVICES-** Emergency nursing intervention or initial nursing assessment in the event of an accident/emergency will be provided at no additional charge.

- D. EMERGENCY INFORMATION-** Resident shall complete a medical history form which can be used for the purpose of emergency intervention by the community. It is the resident's responsibility to keep this information current in the records kept by the Residential Housing Administrator. The resident keeps pertinent information in the refrigerator so that it is easily accessible by emergency personnel.

- E. HOSPITALIZATION-** The Community does not provide hospital or acute care, but the Community will assist, if requested, in arranging for the prompt, non-emergency transfer of a resident to a hospital on the order of a physician. The costs of transportation for transfer to a hospital or other acute care provider and the cost of such hospitalization and acute care are not included in this Agreement and shall be the responsibility of the resident.

**F. MENTAL ILLNESS, CONTAGIOUS OR DANGEROUS DISEASES**

The Health Care Center is not so designed, and the Community does not have the capabilities to care for persons who are afflicted with mental illness, dangerously contagious diseases or who require specialized psychiatric care or require services not authorized or permitted under the personal or nursing care licensure regulations. If community determines that resident's mental or physical condition is such that a resident's continued presence in the community is either dangerous or detrimental to the life, health, safety or peace of the resident or other residents, the community may terminate this Agreement and transfer the resident to an appropriate facility selected by the community. Such determination must be made in writing and signed by the Medical Director and Administrator of the community. If the transfer is for a temporary period, then the resident shall continue to pay monthly fee for the apartment unit and also shall be responsible for the cost of resident's care in such other facility. If the transfer is to be permanent, then the termination provisions of the Agreement shall apply, except that only such notice of termination as is reasonable under the circumstances shall be given in any situation where the resident is a danger to himself/herself or others, or to the health, safety or peace of the community.

**G. EXCLUSIONS (NOT COVERED BY THE MONTHLY FEE)-** The cost of health care services, including, but not limited to therapist or rehabilitation services, physician services, diagnostic services, personal care or nursing care in the community's Health Care Center or in another facility shall be the responsibility of the resident and is not included in the Monthly Fee or covered by this Agreement.

**H. SERVICE NOT AVAILABLE-** The community does not provide private duty nurses, including temporary nursing services in the apartment unit, or companions, specialized treatment, dialysis, refractions, eyeglasses, hearing aids, dentistry, dentures, inlays, therapy for psychiatric disorders, or any other health or medical service not specifically set forth in this Agreement. However, some services such as podiatry, prescription medication, drugs, and orthopedic appliances may be provided by outside providers at the community, and such services may be arranged at resident's request by the community.

**I. USE OF PERSONAL OR FAMILY PHYSICIANS-** The resident may employ the service of any physician at resident's expense. The community shall not be responsible for the costs of any medical or health care ordered by the resident's personal physician.

**LEGAL EFFECT:**

This agreement shall be binding upon the heirs of the LESSEE and this agreement shall not be assignable by the LESSEE.

I/we complete and sign this contract voluntarily and understand that if the application information provided is incorrect and/or if funds are insufficient for my/our care, the Church of God Home, Inc; does not guarantee continued services.

AND NOW intending to be legally bound hereby, the parties enter their hands and seals the data first set forth above.

**ATTEST:**

**CHURCH OF GOD HOME, INC.**

\_\_\_\_\_  
**Witness**

By \_\_\_\_\_  
**Administrator**

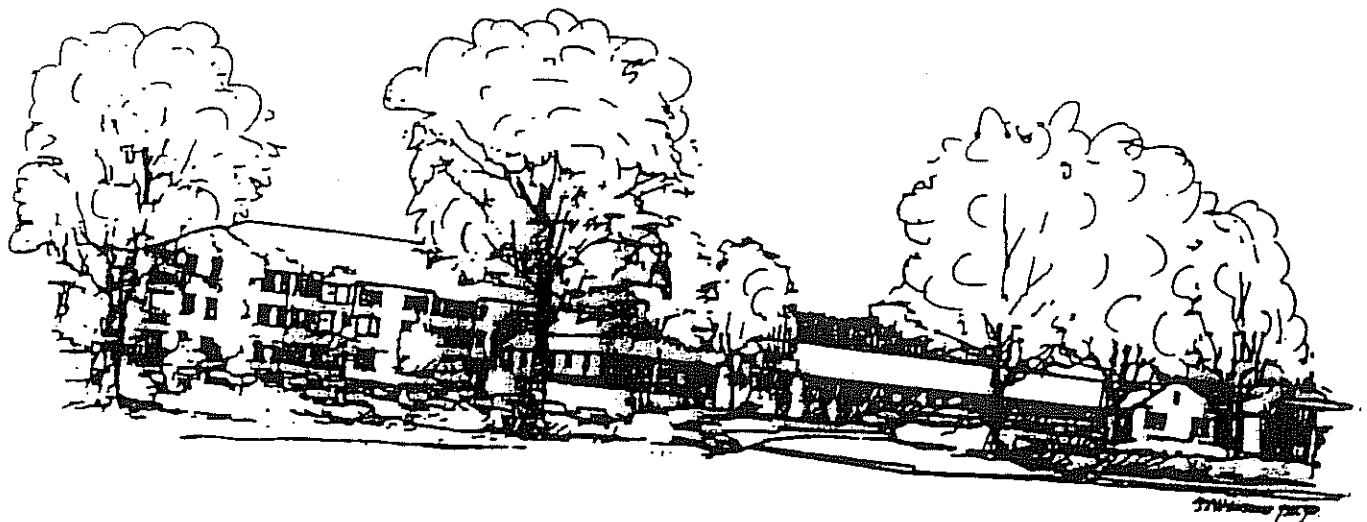
\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Resident**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Resident**

# LeTort Manor Residency Agreement





# LeTort Manor Residency Agreement

## 0% Equity Return

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#### DEFINITIONS OF WORDS AND PHRASES

**ADDITIONAL OCCUPANT:** An individual who, after Resident takes occupancy, applies and is accepted for admission to the Community to occupy as a Co-resident the apartment unit.

**APPLICATION FEE:** The amount paid for placement of Resident's name on the Waiting List for admission to LeTort Manor, which fee is credited against the Entrance Fee. No interest is payable to applicant on this fee. At the time Resident signs the Agreement, the fee is no longer refundable except in accordance with the provisions of Section 6.

**CO-RESIDENT:** One of two individuals who sign as Resident to occupy the apartment unit.

**DESIGNATED OCCUPANCY DATE:** The date specified in this Agreement on which the Resident must take possession of the apartment unit (i.e. move in date), if available.

**ENTRANCE FEE:** The charge for admission to the Community, consisting of two components: (1) the "Equity Refund" and (2) the "Amortized Part".

**EXTENDED OCCUPANCY DATE:** In the event the apartment unit is not available for occupancy on the Designated Occupancy Date, the Community may extend the date for occupancy for nine (9) months, and the extended date then becomes the date on which the Resident must take possession of the apartment unit.

**EQUITY REFUND:** That component of the Entrance Fee which will be refunded to Resident or Resident's estate, upon termination of the Residency Agreement, subject to the refund provisions of this Agreement.

**HEALTH CARE CENTER:** Means the personal and nursing care areas of the Community.

**LeTORT MANOR:** The residential apartment complex operated by Community. It does not include any licensed personal care or nursing facilities.

**INDEPENDENT LIVING:** The ability to care for, or make arrangements for the care of self and the apartment unit, without assistance from Community. It is a condition of continued occupancy in the apartment unit.

**MEDICAL DIRECTOR:** The physician designated by the Community to supervise the medical affairs of the Community and of the Residents.

**MONTHLY FEE:** The monthly charge for occupancy of the apartment unit.

**OCCUPANCY:** The actual possession or use of the apartment unit (i.e. Resident has the right to immediate possession or physically has moved in and is residing in the apartment).

**PRIORITY ACCESS:** LeTort Manor residents will be offered admission, subject to meeting the admission requirements, to the Health Care Center over applicants applying from outside of the Community. Access priority between residents of LeTort Manor will be determined by reference to the date of admission, and not by the date of payment of the Application Fee.

**REFURBISHMENT FEE:** The charge for any refurbishment needed to apartment unit when Resident elects to transfer and move from the original apartment unit to a smaller or equivalent size unit.

**SURRENDER:** To cease to occupy an apartment unit, to remove all possessions therefrom, and to turn in all keys therefor.

**TRANSFER WAITING LIST:** The list of names of residents who have provided notice to Community of an intention to exercise the option to transfer and move to another apartment unit in LeTort Manor in accordance with Section 9 of this Agreement.

**WAITING LIST:** Reflects the names of the individuals who have applied for admission to LeTort Manor, and have paid the application fee. Applicants' names are listed in chronological sequence based on the date of payment of the application fee. Apartment unit selection and access to LeTort Manor is based on the Waiting List.

**The legal name of the Community has been changed  
to Church of God Home, Inc.,  
effective June 2005.**

LeTORT MANOR

RESIDENCY AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_  
between CHURCH OF GOD HOME, INC.  
a Pennsylvania non-profit corporation, located at 801  
North Hanover Street, Carlisle, Pennsylvania, (called  
"Community") and \_\_\_\_\_

\_\_\_\_\_ (together or singularly called "Resident") for admission of  
Resident to LeTort Manor for occupancy of Apartment Number \_\_\_\_\_  
located at LeTort Manor, 825 North Hanover Street, Carlisle,  
Pennsylvania.

RECITALS:

WHEREAS, the Community operates a continuing-care retirement  
community consisting of nursing beds and personal care rooms  
(together called the "Health Care Center"), and independent  
living apartment units;

WHEREAS, Resident has applied for admission to the  
independent living apartment units known as LeTort Manor;

WHEREAS, Community has reviewed and accepted Resident's  
application subject to the execution of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises  
herein, and intending to be legally bound, Community and Resident  
agree as follows:

SECTION 1: LIVING ACCOMMODATIONS

A. Living Accommodation and Term

Community will provide Resident with the apartment unit,  
common facilities and services specified in this Agreement,  
beginning on the Designated or Extended Occupancy Date, and  
continuing until the termination of this Agreement.

B. Furnishings

Community will provide and lease to Resident an apartment  
unit according to the plans and specifications shown on Exhibit  
"\_\_\_\_\_" (attached), featuring an electric range, wall to wall  
carpeting, custom draperies, washer and dryer and refrigerator.

C. Optional Appliances/Furnishings

Community will provide at additional cost optional or  
additional furnishings:

Dishwasher \_\_\_\_\_  
Shades \_\_\_\_\_  
Garbage Disposal \_\_\_\_\_  
Full Length Mirrors \_\_\_\_\_  
Other \_\_\_\_\_

The cost of optional appliances/furnishings must be paid prior to acquisition and is in addition to the Entrance Fee. Upon installation, all optional appliances/furnishings immediately become the property of the Community and must remain in the apartment unit after termination of Resident's occupancy and this Agreement.

**D. Structural Changes and Redecoration**

Any structural or physical change of any kind or redecoration within the apartment unit may be made only after approval by the Community. The cost of any redecoration or structural change requested by Resident, and restoration to original condition, shall be borne by Resident unless otherwise agreed in writing by Community. Selection of a contractor for structural changes shall be made by Community. Resident shall be responsible for maintenance of any approved structural changes or redecoration.

**E. Common Facilities**

Resident may use in common with others the activity areas and other facilities provided by Community for all residents, including the chapel, activity room and lounges, when programs involving such facilities are specifically scheduled for residents of LeTort Manor by the Activity Department or Chaplain.

**F. Designated Occupancy Date**

Community anticipates (but does not guarantee) that the apartment unit will be ready for occupancy on or about \_\_\_\_\_ (i.e. the "Designated Occupancy Date").

The Designated Occupancy Date may be extended for a period not to exceed nine (9) months (i.e. the "Extended Occupancy Date"). Resident shall be provided notice of any extension of the Designated Occupancy Date by certified mail, addressed to the address of Resident as reflected in Section 20. If, however, the apartment unit is not ready for occupancy by the Designated or Extended Occupancy Date, and such delay is due to strikes, fire, unusual delay in construction, act of God or any other cause beyond the control of Community, then the date of occupancy shall be further extended for such reasonable period of time as is needed to ready the apartment unit for occupancy, as is mutually agreed. Resident shall take possession on the above Designated Occupancy Date or Extended Occupancy Date, whichever applies. In the event that Resident fails to take possession on the Designated Occupancy Date or Extended Occupancy Date, then the



Community in its sole and absolute discretion may elect to terminate this Agreement in accordance with the termination and refund provisions herein.

## SECTION 2: SERVICES

### A. Utilities and Assessments

Community will provide heat, air conditioning, hot and cold water, electricity, sewer, trash removal and grounds lighting. Resident will be responsible for the payment of any other utilities, charges and assessments, including but not limited to, telephone service and connection charges, cable television service and connection charges, and real estate or other taxes on a pro-rated basis if such taxes are at some future time assessed against the Community (assessments for real estate taxes will be added to the Monthly Fee), and such other utilities, charges and assessments are not included in the Monthly Fee. Payment of a pro-rata portion of any real estate tax assessment does not give Resident any interest in the land, improvements, or real estate of the Community. If phone service is desired, it shall be provided by Community.

### B. Maintenance and Repair

Community will provide groundskeeping, elevator service, lawn care, snow removal, and necessary repairs, maintenance and replacement of Community property, equipment and appliances. Repairs, maintenance, and replacement of Resident's property and furnishings will be the responsibility of Resident. Redecoration will be at the discretion of Community and will be implemented as part of Community's preventive maintenance program. Hanging of all items on walls/doors must be done by the maintenance staff. Items attached to doors/windows must remain as permanent fixtures of the unit at the time of vacancy.

### C. Food and Meals

1. Community will provide Resident with the noon meal each day (this meal is included in the Monthly Fee), to be served in the dining room within the LeTort Manor apartment building. Additional meals and guest meals will be available at an additional charge and at rates determined by Community. Meals will not be served to guests unless Resident accompanies guest to the dining room and is present for the meal. If Resident is absent from the apartment unit for more than one consecutive week, and Resident provides one week advance notice to Community, Resident shall receive a credit against the next due Monthly Fee.

2. Tray Service - Meal delivery service will be provided at additional cost to Resident in the event of illness or other extenuating circumstances for no more than thirty (30)

consecutive days. After fifteen (15) days, Resident must provide Community with a physician's order justifying the need for tray service or Community may discontinue the tray service.

3. Menu Choice - Community will provide optional menu choice in advance but will not be able to provide individualized special diets.

D. Housecleaning and Laundry

Community will provide bi-weekly cleaning services. Laundry and extensive housecleaning service are available at an additional charge and are not included in the Monthly Fee.

E. Activities

Recreational, educational, social and religious programs, including Sunday worship service and chaplain services will be offered. Activity areas will be available for Resident use in LeTort Manor and include: lounges, hobby/craft rooms, and social rooms. Certain special activities and outings will be available at an additional charge and are not included in the Monthly Fee.

F. Extra Features

Community will provide security features which will include a 24-hour emergency call system, fire alarm and sprinkler system, daily well-being check and an entrance phone system. Periodic fire drills will be conducted.

G. Parking

One parking space will be provided and made available to each apartment unit. However, in order to obtain a reserved parking space, Resident must register an automobile with Community and provide proof of liability insurance coverage.

H. Storage

One storage bin will be provided each apartment unit which will be located on the ground floor. The access door to the storage area must be locked by Resident after accessing the storage area. Resident must provide a personal lock for the Resident's storage bin at Resident's expense, and provide a duplicate access key to Community.

I. Phone Service

If Resident desires phone service in the apartment unit, Community shall arrange for and provide it. Community has contracted with a phone service company to provide phone service, including long distance telephone service. Resident will be billed monthly by Community for the phone service. Phones may be

rented or purchased from Community. Only "touch-tone" phones are compatible with the Community's telephone system. Not all push-button phones are touch-tone.

J. Transportation

Some scheduled transportation will be provided by Community. Included will be one (1) weekly trip to a local mall. Transportation to medical appointments is the responsibility of Resident.

K. Other Services

Other services, such as beauty and barber services, are available at an additional charge and are not included in the Monthly Fee.

L. Changes In Services

Community reserves the right to provide additional services or delete existing services in its sole and absolute discretion, and to assess additional charges for any additional services. Thirty (30) days advance notice of any such changes in services will be provided.

SECTION 3: HEALTH CARE SERVICES

A. The Health Care Center

Community intends to operate fully approved nursing (semi-private accommodations) and personal care facilities in the Health Care Center licensed by the Commonwealth of Pennsylvania. Residents of Community will be offered priority access as defined in this Agreement to the Health Care Center for temporary or permanent illnesses.

THERE WILL BE AN ADDITIONAL CHARGE FOR SUCH HEALTH CARE SERVICES. RESIDENTS MUST MEET THE REQUIREMENTS FOR ADMISSION TO THE PERSONAL OR NURSING CARE FACILITIES, SIGN AN ADMISSION AGREEMENT, AND PAY THE DAILY CHARGE FOR SUCH HEALTH CARE SERVICES. THERE IS NO GUARANTEE THAT SPACE WILL BE AVAILABLE IN THE HEALTH CARE CENTER AT SUCH TIME AS THE RESIDENT DESIRES TO TRANSFER TO EITHER PERSONAL OR NURSING CARE OR AT SUCH TIME AS THE RESIDENT IS NO LONGER CAPABLE OF LIVING INDEPENDENTLY. IF PLACEMENT ELSEWHERE IS NECESSARY, THE TRANSFERRED RESIDENT WILL BE OFFERED PRIORITY RETURN ADMISSION CONSIDERATION CONSISTENT WITH THE DEFINITION OF PRIORITY ACCESS HEREIN.

B. Temporary Nursing Services

Community will not provide or make available temporary nursing services or companion services in the apartment unit. The use of private duty nurses or companions must be approved in

writing by Community. All private duty nurses or companions must provide Community with an appropriate release and indemnification agreement as a condition of Community's approval. Resident must make all arrangements and is responsible to pay the costs for such services. To the extent required by law, Resident shall be required to provide worker's compensation insurance. Community reserves the right to disapprove all nurses and companions and to prohibit the use of such services, particularly in the event that Resident is suffering from an illness or medical condition that limits the ability of Resident to live independently for more than thirty (30) days.

C. Emergency Nursing Services

Emergency nursing intervention or initial nursing assessment in the event of an accident/emergency will be provided at no additional charge.

D. Emergency Information

Resident shall complete a medical history form which must be kept in a container supplied by Community and stored in Resident's refrigerator for purpose of emergency intervention by Community. It is the Resident's responsibility to keep this information current.

E. Ambulance/ALS Services

Resident is required to purchase an annual membership in the Community ALS/Ambulance services. The fee for this service is an additional charge and is not included in the Monthly Fee.

F. Hospitalization

Community does not provide hospital or acute care. Community will assist, if requested, in arranging for the prompt, non-emergency transfer of Resident to a hospital on the order of a physician. The costs of transportation for transfer to a hospital or other acute care provider and the costs of such hospitalization and acute care are not included in this Agreement and shall be the responsibility of Resident.

G. Mental Illness, Contagious or Dangerous Diseases

The Health Care Center is not designed to, and the Community does not have the capabilities to care for persons who are afflicted with mental illness, dangerously contagious diseases or who require specialized psychiatric care or require services not authorized or permitted under the personal or nursing care licensure regulations. If Community determines that Resident's mental or physical condition is such that Resident's continued presence in the Community is either dangerous or detrimental to the life, health, safety or peace of Resident or other residents, the Community may terminate this Agreement and transfer Resident

to an appropriate facility selected by Community. Such determination must be made in writing and signed by the Medical Director and Administrator of the Community. If the transfer is for a temporary period, then the Resident shall continue to pay the Monthly Fee for the Apartment unit and also shall be responsible for the cost of Resident's care in such other facility. If the transfer is to be permanent, then the termination provisions of this Agreement shall apply, except that only such notice of termination as is reasonable under the circumstances shall be given in any situation where Resident is a danger to himself/herself or others, or to the health, safety or peace of the Community.

H. Exclusions (Not Covered by Monthly Fee)

The cost of health care services, including, but not limited to therapist or rehabilitation services, physician services, diagnostic services, personal care or nursing care in the Community's Health Care Center or in another facility shall be the responsibility of Resident and are not included in the Monthly Fee or covered by this Agreement.

I. Services Not Available

Community does not provide private duty nurses, including temporary nursing services in the apartment unit, or companions, specialized treatment, dialysis, refractions, eyeglasses, hearing aids, dentistry, dentures, inlays, therapy for psychiatric disorders, or any other health or medical service not specifically set forth in this Agreement. However, some services, such as podiatry, prescription medication, drugs, and orthopedic appliances may be provided by outside providers at the Community, and such services may be arranged at Resident's request by Community.

J. Third Party Resources and Insurance

In the event of transfer to the Health Care Center, Community expects that some of the cost of medicines, medical or surgical service or equipment provided Resident may be paid by present or future federal, state, municipal, or private plans or programs of medical/surgical insurance, including, without limitation, the benefits available through Social Security programs (commonly known as "Medicare A and B"). Resident is required to carry the coverage known as "Medicare A and B", or an equivalent policy, and at least one supplemental co-pay health insurance policy. If proceeds from Medicare and the co-pay health insurance policies are allowable for nursing care or related care, those proceeds shall be paid to Community directly if billed directly by Community. Proof of such insurance must be provided at the time of signing this Agreement.

K. Long Term Care Insurance

Community reserves the right to require Residents to purchase and enter into a contract for long term care insurance with an insurance carrier approved by Community. Alternately, Community reserves the right to purchase group or individual long term care insurance benefits for residents and to pass the cost of such insurance to Residents. The costs for such insurance will be added to the Monthly Fee.

SECTION 4: FEES

A. Application and Entrance Fees

1. Application Fee

Resident shall pay to Community the sum of One Thousand (\$1,000.00) Dollars as an Application Fee, which will be credited toward the Entrance Fee payment.

2. Entrance Fee

Resident shall pay to Community the sum of \$\_\_\_\_\_ as an Entrance Fee in accordance with the schedule below, and, if applicable, an additional fee of \$\_\_\_\_\_ for optional appliances/furnishings:

(a)

\_\_\_\_\_

The sum of Ten Thousand (\$10,000) Dollars plus the Application Fee Credit (i.e.  $\$10,000 + \$1,000 = \$11,000$ ) as an initial payment at the time of execution of this agreement.

(b)

The sum of \$\_\_\_\_\_ reflecting the balance of the Entrance Fee as a final payment on or before the Designated or Extended Occupancy Date.

3. Components of Entrance Fee

The Entrance Fee has two components:

- (a) An Equity Refund equal to zero (0 %) percent of the Entrance Fee; and

- (b) An Amortized Part equal to one hundred (100%) percent of the Entrance Fee, which will be amortized 4% immediately upon move-in and then at the rate of two (2 %) percent per month from the date of occupancy for a period of forty-eight (48) months.

4. After the execution of this Agreement and the initial payment, there will be no increases in the Entrance Fee prior to occupancy.

5. The entire Entrance Fee shall be used by Community for any corporate purpose and in any manner deemed appropriate by Community in its sole and absolute discretion consistent with law. The Entrance Fee is not held in trust for the benefit of Resident, and Community assumes no fiduciary obligations with respect to the Entrance Fee.

**B. Fee for Optional Furnishings**

The fee of \$\_\_\_\_\_ for optional appliances/furnishings, if applicable, must be paid before the acquisition of the optional items and within ten (10) days of request by the Community.

**C. Monthly Fee**

1. Resident shall pay to Community a Monthly Fee of \$\_\_\_\_\_, in advance each month. Payment of the first Monthly Fee is due thirty (30) days prior to the Designated or Extended Occupancy Date. All subsequent payments are due on the first day of each month thereafter immediately upon receipt of a monthly invoice from Community.

2. Community will provide a monthly invoice which shall show the amount due for the Monthly Fee and any other sums which are chargeable to Resident. If any Monthly Fee or charge is not paid within thirty (30) days of delivery of the invoice, then Community may terminate this Agreement and require Resident to surrender the apartment unit.

3. The Monthly Fee may be increased or adjusted from time to time. Community will give at least thirty (30) days advance written notice of any changes or increases in the Monthly Fee. Resident should anticipate at a minimum increases in the Monthly Fee comparable to annual increases in the United States Consumer Price Index (CPI) published by the U.S. Department of Labor, Bureau of Labor Statistics. Fee increases in any year may exceed increases in the CPI and may occur more frequently than on an annual basis.

D. Community's Financial Assistance Policy

In the event that Resident's income is or becomes insufficient to pay for monthly expenses incurred, Resident shall immediately take all necessary steps to sell and liquidate assets in order to pay all of Resident's obligations to Community at all times, and should assets and income be insufficient to pay present obligations, Resident shall apply for financial assistance from Resident's family, church, and/or public welfare agencies, whichever may be in a position to render financial assistance. Resident is required to apply for, and Community shall have the right to apply for and obtain, if Resident qualifies, financial assistance for Resident from any appropriate governmental agency.

If financial assistance is not available from any other sources, and Resident's income and assets are no longer sufficient to pay the Monthly Fee and all financial obligations under this Agreement, then Community shall deduct from any funds otherwise due Resident as a refund, including the Equity Refund, amounts necessary to fulfill all of Resident's financial obligations under this Agreement. Resident hereby authorizes such deductions. Community shall make such deductions from any refunds otherwise due under this Agreement at such time as any amounts due Community under this Agreement have been unpaid for more than thirty (30) days from the payment due date. Community shall continue to make such deductions from any amounts otherwise due as a refund under this Agreement on a monthly basis to offset any unpaid financial obligations of Resident under this Agreement until all funds otherwise due Resident as a refund have been exhausted and paid to Community.

Following the exhaustion and payment to Community of all funds otherwise due as a refund under this Agreement, and so long as Resident still resides in LeTort Manor, and if no funds are available from any other sources to fulfill Resident's financial obligations under this Agreement, and Resident adequately demonstrates to Community the financial inability to pay the Monthly Fee, then, subject to Community's Financial Assistance Policy expressed herein, which may change from time to time, and the availability of funds, Community, upon Resident's request, shall consider Resident for financial assistance. There is no guarantee that a Resident who qualifies for consideration for financial assistance will receive any financial assistance. The ability of Community to provide financial assistance is contingent upon a number of factors, including the availability of charitable gifts, and the financial condition of Community. Community retains the absolute discretion to deny requests for financial assistance and to limit the amount of financial assistance.

In order to qualify for consideration for financial assistance, Resident's inability to pay the Monthly Fee for occupancy of the apartment unit must not be the result of any



fault, negligence or mismanagement of assets represented to be available by Resident or others. Additionally, the financial information provided by Resident in the application documents for admission, in documents subsequently requested, or with Resident's request for financial assistance must not contain any material misrepresentations or omissions. It is Resident's responsibility to look to all other available sources of financial assistance before making application to Community. If Resident's family has adequate resources to provide financial assistance to Resident, that fact will be taken into consideration in determining whether any financial assistance should be granted by Community, and if so, in what amount. Community shall be considered the last available resource, after the exhaustion of all other potential sources of financial assistance, for the provision of financial assistance. If Resident transfers or unreasonably depletes assets or resources represented in the application documents for admission to be available to meet Resident's financial obligations under this Agreement, Resident shall not be considered for financial assistance. Resident has an affirmative obligation to apply for financial assistance and to make Resident's financial needs and resources known to Community at least one hundred and twenty (120) days in advance of the need for funds for Community to consider the application.

If Community determines that Resident qualifies for financial assistance from Community, then Community may provide such assistance as is necessary to enable the Resident to meet the Monthly Fee obligations, provided that such assistance can be granted or continued without impairing the financial ability of Community to provide housing and care to its other residents and the ability of Community to operate or continue on a sound financial basis. If financial assistance is initially granted, there is no guarantee that such assistance can or will continue indefinitely, or for any specific period of time.

Community may from time to time request verified financial statements and copies of tax returns from any Resident who has applied for, or who has or is receiving financial assistance from Community. Interest shall accrue annually on the amount of all amounts provided to Resident as financial assistance pursuant to Community's Financial Assistance Policy at a variable rate of interest equal to the applicable federal rate in effect from time to time under Section 1274 of the Internal Revenue Code of 1986, as amended, or that rate of interest designated as the prime rate of interest by a bank of Community's own selection and in Community's absolute discretion, as of January 1 of any year in which financial assistance is provided to Resident, and such rate of interest may vary from year to year.

A Resident who receives financial assistance from Community shall not sell or otherwise transfer property without the written consent of Community. If, at the time of death of a Resident who received financial assistance from Community, such Resident owns

any property not disclosed on Resident's financial statements in the application documents, or acquires property subsequent to the making of such financial statements and does not disclose its acquisition to Community, then Community shall be entitled to so much of such property, up to the whole value thereof, as is equal in value to the total amount of financial assistance provided Resident by Community. This agreement shall operate as an assignment, transfer and conveyance to Community of so much of such property, as is equal in value to the total amount of financial assistance provided by Community, and the assignment may be enforced against Resident's estate. The estate of a Resident who has received financial assistance shall be liable to Community in an amount equal to the amount of any financial assistance provided and accrued interest. The assignment herein shall apply whether or not Resident is occupying an apartment unit in Community at the time of Resident's death. Resident shall cooperate with Community, including the execution and delivery of instruments and documents, in implementing the provisions of this paragraph.

Community's Financial Assistance Policy should not be construed as an absolute guarantee or assurance of financial assistance or as a contractual obligation of Community. Community's Financial Assistance Policy is subject to many variables, and may be changed from time to time. Residents entering Community should be prepared to meet, and should be capable of meeting the financial obligations required under this Agreement. Community's Financial Assistance Policy as stated herein applies only while Resident occupies the residential apartment units in LeFort Manor, and should not be construed as an assurance or guarantee of, or a contract for life care. In the event that Resident desires to move and transfer, or the medical condition of Resident necessitates a move and transfer to the licensed personal care or nursing facilities of Community, Resident then must meet all the requirements for admission, including the financial requirements, and sign a separate admission agreement setting forth Resident's obligations.

#### **E. Co-Resident's Fee Responsibility**

In the case of Co-Residents, (a Co-Resident means an individual who occupies an apartment unit jointly with another Resident) each of them shall be jointly and severally liable for all payments due under this Agreement. If one of the Co-Residents dies or leaves the Facility, the remaining Resident shall be responsible for paying the Monthly Fee and any other charges.

F. Service Charge For Late Payment

A service charge of one and one-half (1 1/2%) percent per month will be added to amounts past due in excess of thirty (30) days. Resident is obligated to pay all actual attorneys fees and costs incurred relative to the collection of any amounts past due in excess of ninety (90) days.

SECTION 5: MARRIAGE AND/OR ADDITIONAL OCCUPANTS

In the event that a single Resident desires to marry or have a related person enter Community and share Resident's apartment unit, the spouse or related person must file an application for admission and meet all age, medical and financial requirements applicable to residents of Community. Admittance of an additional occupant shall be at the sole discretion of Community. If the proposed additional occupant receives approval to occupy the apartment unit, this Agreement will be amended and the additional occupant shall pay an Entrance Fee equal to fifty (50%) percent of the Entrance Fee in effect at the time additional occupant moves into the apartment unit.

In the event that the proposed additional occupant does not meet the requirements for admission, Resident may exercise his/her option to terminate this Agreement.

TO BE COMPLETED PRIOR TO THE ADMISSION OF AN ADDITIONAL OCCUPANT

Effective \_\_\_\_\_, 19\_\_\_\_, the  
Application for Admission of \_\_\_\_\_  
\_\_\_\_\_ as an Additional Occupant  
has been approved. \_\_\_\_\_  
shall be authorized to occupy Apartment Unit No. \_\_\_\_\_  
with \_\_\_\_\_ as a  
Co-resident after the payment of an Entrance Fee in the  
amount of \$\_\_\_\_\_, which amount is equivalent to  
fifty (50%) percent of the Entrance Fee. There will be  
no refund of any of the Entrance Fee paid by the  
Additional Occupant except \_\_\_\_\_

\_\_\_\_\_  
Additional Occupant and Community hereby agree to comply  
with all other terms and conditions of this Agreement,  
and effective the above date, Additional Occupant shall  
become a co-resident and a party to this Agreement.  
Unless otherwise agreed in writing, in the event of  
death of a co-resident, the surviving resident or  
surviving Resident's estate shall be entitled to any  
refund subsequently due under this Agreement.

\_\_\_\_\_  
Witness                      Additional Occupant                      Date

Attest:                      CHURCH OF GOD HOME, INC.

\_\_\_\_\_  
By                      Date

(Seal)

\_\_\_\_\_  
Title

In the event that Resident desires to marry another Resident admitted under a separate Residency Agreement, and thereafter occupy a single apartment unit, Resident first must provide Community with proof of marriage and then shall select and designate in writing at least sixty (60) days in advance of the proposed move, which one of the two apartment units occupied by the Residents which shall be thereafter occupied jointly. The apartment unit not designated for joint occupancy must be surrendered on or before the date of the proposed move to the designated apartment unit. The Resident surrendering his/her apartment unit shall receive a Refund in accordance with the Refund provisions of this Agreement. The Residency Agreement shall be amended to reflect the change in the apartment unit, the Refund, and any other matters reasonably necessary for the transfer of the Resident to the designated apartment unit.

#### **SECTION 6: TERMINATION OF AGREEMENT**

##### **A. Termination by Resident**

Resident may terminate this Agreement within seven (7) days of execution by signing the attached Notice of Right to Rescind and delivering it to Community. After the lapse of the seven (7) day rescission period, but prior to occupancy, Resident may terminate this Agreement by delivering written notice to Community prior to occupancy. In such event, and so long as Resident is capable of taking possession of the apartment unit on the Designated or Extended Occupancy Date, the Community shall retain the Application Fee of One Thousand (\$1,000.00) Dollars. After occupancy, Resident may terminate this Agreement by delivery of written notice to Community thirty (30) days prior to termination, and by the surrender of the apartment unit, such termination to be effective upon surrender. Surrender of the apartment unit shall be complete when Resident has ceased to occupy the apartment unit, has removed all personal possessions from it, and has turned over to Community the keys for it.

##### **B. Termination by Community**

At any time prior to occupancy, Community may terminate this Agreement by delivery of written notice to Resident thirty (30) days prior to the Designated or Extended Occupancy Date. In such

case, all payments, including the Application Fee, shall be refunded to Resident. After occupancy, Community may terminate this Agreement upon a determination of just cause by Community. Just cause shall include, but not be limited to, the breach or default on the payment or other terms of this Agreement, the failure of the Resident to abide by Community's rules, regulations, policies and procedures, the inability of Resident to live independently and to care for self or apartment unit without personal or nursing care assistance, or a good faith determination in writing by Community that continued occupancy of the apartment unit by Resident creates a serious threat or danger to the life, health, safety or peace of Resident or other residents or persons in Community. Only such notice as is reasonably practicable under the circumstances will be provided Resident and Resident's family and termination may be effective immediately. The refund provisions of this Agreement shall apply to terminations for just cause in the same manner as such provisions would apply to any other termination. The permanent transfer of Resident to the Health Care Center or other facility shall constitute a termination effective at such time as the apartment unit is surrendered. If Resident fails to pay fees incurred, or has made any material misrepresentation in the application, financial statements or any application documents, Community may at any time terminate this Agreement by delivery of written notice effective within thirty (30) days or upon the surrender of the apartment unit, whichever is earlier. Upon termination, Community shall have the right to release the apartment unit immediately for occupancy by another Resident.

C. Termination by Death

Following the death of Resident this Agreement shall terminate when the apartment unit has been surrendered to Community. Whereupon all obligations of Community under this Agreement shall cease. All monies paid by or on behalf of Resident shall be considered earned and become the property of Community, except for any applicable refunds. The obligation to pay the Monthly Fee shall continue until the apartment unit has been surrendered by Resident's estate or family.

SECTION 7: TRANSFER TO HEALTH CARE CENTER OR OTHER FACILITY

A. Conditions of Apartment Occupancy

Resident shall have the right to occupy the apartment unit for so long as Resident qualifies for occupancy in an independent living setting. Continued residency in the apartment unit shall, in general, be controlled by Resident's physical and mental condition as evidenced by at least an annual physical examination and an annual letter from Resident's attending physician stating that services beyond those provided in the apartment unit are not required. The required physical examinations are at the expense of Resident. Community will appoint an independent medical doctor

licensed to practice medicine in the Commonwealth of Pennsylvania as the Community's Medical Director. Upon certification by Community's Medical Director or the Resident's attending physician, that Resident is no longer capable of meeting the requirements for independent living in the apartment unit, Resident or Resident's next of kin, legal representative or agent acting on Resident's behalf, will be notified by Community that arrangements must be made for Resident's immediate transfer to the Health Care Center, if space is available, or other appropriate care facility. Community reserves the right to determine in its sole discretion whether the mental or physical condition of Resident is such that Resident is incapable of caring for self or the apartment unit, after consultation with a physician and, if reasonably available, designated family members. Community shall not be liable for acting in accordance with the certification of its Medical Director or Resident's attending physician.

**B. Transfer To Health Care Center**

If Resident becomes ill, and in the opinion of the Health Care Center Administrator, with the advice of the Medical Director or Resident's attending physician, the illness requires nursing or personal care, such care, if requested, and if space is available, may be provided either on a temporary or permanent basis. There is no guarantee that space will be available in the Health Care Center at the time of such request. Resident must meet all criteria for admission to the Health Care Center, sign a separate admission agreement and, if approved, Resident shall be entitled to priority admission. Resident shall be required to pay the daily charges for occupancy of the Health Care Center then in effect, and, if the apartment unit is reserved in Resident's absence, or occupied by a Co-resident, Resident shall remain obligated to pay the monthly fee for occupancy of the apartment unit. During the first sixty (60) days of Health Care Center occupancy, Community's Health Care Center Administrator, with the advice of the Community's Medical Director or Resident's physician and, if reasonably available, family members, will determine whether or not the stay in the Health Care Center (either in the nursing area or personal care area) is temporary or permanent. If Community's Health Care Center Administrator determines that the health of the Resident is such that occupancy in the Health Care Center will be permanent, Resident's apartment unit after notice to Resident must be surrendered (if not occupied by a Co-Resident) for purposes of occupancy by another individual. In the event that the Community decides that the transfer is permanent, Resident must surrender the apartment unit within thirty (30) days of notice of the Community's decision. In addition to the payment of the daily charge for accommodations in the Health Care Center, Resident shall be required to pay the monthly fee for occupancy of the apartment unit until such time as the apartment unit is surrendered.

C. Transfer To Hospital or Other Outside Facility

In the event that, following Resident's assumption of occupancy of the apartment unit, outside hospitalization or care of the Resident becomes necessary as determined by the Community's Medical Director or Resident's attending physician, and no space is available in the Health Care Center, Resident will be transferred to an outside hospital or other acute, personal or nursing care provider. The expense of such transfer and care shall be the obligation of Resident. In the event Resident becomes afflicted with a dangerously contagious disease or becomes mentally or emotionally disabled to the degree that in the professional opinion of the Medical Director, Resident's presence in the apartment unit shall be deemed detrimental to the health and peace of other residents, Community may transfer Resident to an appropriate care facility at Resident's expense. While Resident is absent from the apartment unit and in an appropriate care facility or hospital, the Monthly Fee will continue to become due. Community's Health Care Center Administrator with the advice of the Medical Director or Resident's attending physician may declare Resident's apartment unit vacant (unless occupied by a Co-resident) if Resident has been transferred to a nursing, health care or other special service facility (whether owned by Community or not) or hospital for health conditions which, in the opinion of the Medical Director or Resident's physician, require permanent occupancy of such quarters. Resident shall cause his/her personal belongings to be removed from the apartment unit within thirty (30) days after it has been determined that the transfer will be of a permanent nature.

D. Release Of or Return To Apartment After Transfer

If Resident is admitted temporarily to Community's Health Care Center, or a hospital or other appropriate outside facility, with a medical prognosis of recovery and return to an independent form of living, Resident may retain possession of the apartment unit for the purpose of resuming residency so long as the Monthly Fee is timely paid. During any period of transfer, the Monthly Fee will continue to become due. However, if confinement to the Community's Health Care Center (either in the nursing area or personal care area) or a hospital or other appropriate facility exceeds two (2) months, or, if within such two (2) month period there is no medical prognosis of possible recovery, or, if in the opinion of Community's Medical Director it is deemed that Resident will not be able to resume residency in the apartment unit, Community shall have the right to terminate this Agreement, declare the apartment vacant (unless occupied by a Co-resident) and release the apartment unit to another. Resident must surrender the apartment unit within thirty (30) days of the Community's decision to release the apartment unit.

SECTION 8: REFUNDS

UPON TERMINATION OF THIS AGREEMENT, COMMUNITY SHALL REFUND THE ENTRANCE FEE IN ACCORDANCE WITH THE FOLLOWING PROVISIONS:

A. Termination Before Occupancy

THE ENTRANCE FEE, BUT NOT THE APPLICATION FEE, WILL BE REFUNDED IN FULL IF RESIDENT RESCINDS THIS AGREEMENT WITHIN SEVEN (7) DAYS IN ACCORDANCE WITH THE NOTICE OF RIGHT TO RESCIND. IN THE EVENT OF TERMINATION OF THIS AGREEMENT BY DEATH OF RESIDENT OR BY COMMUNITY BEFORE OCCUPANCY, OR IN THE EVENT RESIDENT PRIOR TO OCCUPANCY IS PRECLUDED FROM BECOMING A RESIDENT BECAUSE OF ILLNESS, INJURY OR INCAPACITY, THEN COMMUNITY SHALL MAKE A FULL REFUND OF ALL ENTRANCE FEE PAYMENTS AND THE APPLICATION FEE. IF RESIDENT DOES NOT TERMINATE THIS AGREEMENT WITHIN THE SEVEN (7) DAY RECISSION PERIOD BUT DOES TERMINATE PRIOR TO OCCUPANCY WHILE NOT PRECLUDED FROM TAKING OCCUPANCY BY ILLNESS, INJURY OR INCAPACITY, THEN COMMUNITY SHALL RETAIN THE AMOUNT PAID AS AN APPLICATION FEE AND ANY MONTHLY FEES PAID IN ADVANCE. THE BALANCE OF THE ENTRANCE FEE SHALL BE REFUNDED TO RESIDENT LESS ANY AMOUNTS DEDUCTED TO COVER THE COSTS OF EXPENSES INCURRED AT THE SPECIFIC WRITTEN REQUEST OF RESIDENT, SUCH AS EXPENSES FOR OPTIONAL APPLIANCES/FURNISHINGS OR STRUCTURAL CHANGES.

B. Amortization of Part of Entrance Fee

ONE HUNDRED ( 100 %) OF THE ENTRANCE FEE WILL BE AMORTIZED AT THE RATE OF 4% IMMEDIATELY UPON ENTRANCE AND 2 % A MONTH UNTIL IT IS FULLY AMORTIZED IN FOUR YEARS.

C. Termination After Occupancy

IN THE EVENT OF TERMINATION OF THIS AGREEMENT DURING THE FIRST FORTY-EIGHT (48) MONTHS OF OCCUPANCY, THE UNAMORTIZED REMAINDER OF THE ENTRANCE FEE SHALL BE REFUNDED TO RESIDENT OR RESIDENT'S ESTATE. AFTER 48 MONTHS OF OCCUPANCY, THERE IS NO EQUITY RETURN. ANY REFUNDS OTHERWISE DUE RESIDENT SHALL BE REDUCED BY ANY AMOUNTS OF FINANCIAL ASSISTANCE PROVIDED RESIDENT IN ACCORDANCE WITH COMMUNITY'S FINANCIAL ASSISTANCE POLICY, OR FOR NECESSARY REPAIRS.

2. NO INTEREST SHALL ACCRUE TO THE BENEFIT OF THE RESIDENT ON ANY AMOUNTS REQUIRED TO BE REFUNDED UNDER THIS AGREEMENT, AND NO INTEREST WILL BE PAID ON TERMINATION.



**D. Conditions and Due Date For Refund Payments**

PRIOR TO OCCUPANCY, ALL APPLICABLE REFUNDS WILL BE MADE WITHIN NINETY (90) DAYS OF RESIDENT'S REQUEST. AFTER OCCUPANCY, ALL APPLICABLE REFUNDS WILL BE MADE ONLY AFTER THE APARTMENT UNIT HAS BEEN OCCUPIED BY ANOTHER RESIDENT.

THE AMOUNT OF ANY REFUND DUE WILL BE CALCULATED BY REFERENCE TO THE DATE THE APARTMENT UNIT IS REOCCUPIED BY ANOTHER RESIDENT, NOT BY THE DATE OF TERMINATION. WHERE AN APARTMENT IS OCCUPIED BY CO-RESIDENTS, THERE WILL BE NO REFUND, PARTIAL OR OTHERWISE, UPON THE DEATH OR PERMANENT TRANSFER OF ONLY ONE OF THE CO-RESIDENTS. REFUNDS TO RESIDENT'S ESTATE SHALL BE MADE TO THE DULY APPOINTED REPRESENTATIVE OF THE ESTATE AFTER PROOF OF SUCH APPOINTMENT IS PROVIDED TO THE COMMUNITY IN THE FORM OF A CERTIFIED COPY OF THE TESTAMENTARY LETTERS CONFIRMING SUCH APPOINTMENT.

**E. Taxation Disclosure - Imputed Interest**

THE INTERNAL REVENUE SERVICE MAY INTERPRET CERTAIN SECTIONS OF THE INTERNAL REVENUE CODE, PARTICULARLY SECTION 7872 PERTAINING TO BELOW-MARKET INTEREST RATE LOANS, AS IMPOSING TAX LIABILITY ON THE REFUNDABLE PORTIONS OF THE ENTRANCE FEE AS A LOAN FROM YOU TO THE COMMUNITY AND MAY ATTRIBUTE TO YOU RECEIPT OF INTEREST INCOME ON THE REFUNDABLE PART OF THE ENTRANCE FEE, EVEN THOUGH YOU DO NOT RECEIVE INTEREST PAYMENTS. YOU SHOULD CONSULT WITH YOUR ACCOUNTANT, ATTORNEY OR PERSONAL TAX ADVISOR TO DETERMINE HOW SUCH PROVISIONS OF THE INTERNAL REVENUE CODE MIGHT BE APPLIED TO YOU.

**SECTION 9: OPTION TO MOVE TO ANOTHER APARTMENT**

After occupancy, Resident shall have the option to elect to move to another apartment unit, if and when another apartment unit becomes available, in accordance with the terms and conditions set forth in this section. Resident may elect to move to a smaller apartment unit, a larger apartment unit or to an apartment unit of equivalent size but in a different location. In the event Resident desires to exercise the option to move to another apartment unit, Resident must notify Community in writing of the apartment unit desired, at which time Resident's name will be placed on the Transfer Waiting List maintained by Community. Names will be placed on the Transfer Waiting List in chronological sequence based upon the date that Community receives written notification of Resident's desire to exercise the option to move. Resident shall be given priority access to the selected apartment unit over Applicants seeking initial admission to Community. Although the Transfer Waiting List shall be maintained in chronological order, Community reserves the absolute right to give priority access to any other resident on the Transfer Waiting List to any available apartment unit in order to meet the particular needs of any particular resident that Community, in its absolute discretion, deems appropriate.

If Resident elects a smaller apartment unit or an apartment unit equivalent in size, Resident shall pay a "Refurbishment Fee" in the amount of \$\_\_\_\_\_. There will be no Entrance Fee credit or refund even if the Entrance Fee for the surrendered apartment unit is greater than the Entrance Fee for the selected apartment unit. If Resident elects to move to a larger apartment unit which has an Entrance Fee greater than Resident paid for occupancy of the apartment unit initially designated under this Agreement, then Resident shall pay, prior to moving to the selected apartment unit, an additional amount equal to the difference between the initial Entrance Fee paid and the higher Entrance Fee in effect at the time of the move. Forty (40%) percent of the additional fee will be added to the Equity Refund component of the Entrance Fee, the balance shall be immediately amortized and earned in full by Community. The costs and arrangements for relocating are the responsibility of Resident, and shall not involve Community personnel.

TO BE COMPLETED AFTER NOTIFICATION TO COMMUNITY OF  
RESIDENT'S DESIRE TO EXERCISE OPTION AND PRIOR TO TRANSFER.

Effective \_\_\_\_\_, 19\_\_\_\_ Resident shall transfer to and occupy Apartment Unit No. \_\_\_\_\_, and shall thereafter pay the Monthly Fee applicable for occupancy of the selected apartment unit. On the aforesaid date the apartment unit initially designated for occupancy under this Agreement shall be surrendered to Community and shall be available for occupancy by another. Resident is obligated to pay all charges related to exercising the option to move to another apartment unit as specified in this section prior to transfer, which charges are in the aggregate amount of \$\_\_\_\_\_. All of the other terms and conditions of this Agreement shall remain in full force and effect.

\_\_\_\_\_  
Witness                      Resident                      Date

\_\_\_\_\_  
Witness                      Resident                      Date

SECTION 10: ARRANGEMENTS FOR GUARDIANSHIP AND FOR ESTATE

A.     Legal Guardian

If Resident becomes incompetent, incapacitated or unable to care properly for self or property, Community shall have the option to institute an action to adjudge Resident incompetent and have a guardian appointed for Resident's estate. All costs of such action, including counsel fees, shall be paid by Resident or the legally appointed guardian of Resident's estate.

**B. Will and Funeral Arrangements**

Resident shall, prior to the Designated or Extended Occupancy Date, make a Will providing for the disposition of Resident's furniture and possessions and appointment of an executor or executrix of Resident's estate, and make funeral and burial arrangements. The name of the executor or executrix shall be provided to Community prior to occupancy. In the event Resident changes the name of the executor/executrix during the term of occupancy, Resident must provide Community with notice of the change and the name of the newly designated executor/executrix. Information regarding Resident's funeral and burial arrangement also must be provided to Community.

**C. Power Of Attorney**

Resident shall furnish Community, one week prior to occupancy, a durable power of attorney designating someone other than Community to act on Resident's behalf in the event of incapacity, which shall be maintained in the files of Community.

**D. Advance Directives - Living Wills**

If Resident has executed an advance directive in the form of a living will relating to the provision of health care services in the event of terminal or other illnesses/conditions, Resident shall provide a copy of the living will to Community prior to occupancy, and a copy of any revisions or changes made to the document during Resident's term of occupancy. In the event of transfer to the nursing facility, Community shall comply with the instructions or requests of Resident as reflected in Resident's living will, only if the document is executed consistent with law, and Resident's advance instructions are consistent with law and Community's policy, as such policy may change from time to time. If Community cannot comply with the Resident's advance directive because of religious or moral policy reasons, then Community shall assist in arranging for the transfer of Resident to another health care provider, if reasonably available, which will comply with Resident's advance directive. The transfer and cost of care in another health care facility shall be an additional cost, and Resident shall be responsible to pay such costs.

**SECTION 11: RIGHTS AND OBLIGATIONS OF RESIDENT**

**A. Right Of Self-Organization**

Residents of Community shall have the right of self-organization. A representative designated by Community's Board of Directors shall hold quarterly meetings with the organization representing the residents. At least seven (7) days notice of each quarterly meeting shall be given.

B. Right To Receive Disclosure Statements

Community shall deliver to Resident at the time of the execution of this Agreement, and make available for review at least annually thereafter, the disclosure statement required by the Continuing Care Provider Registration and Disclosure Act, Act No. 82 of 1984.

C. Guest Privileges

1. Resident shall have the right to entertain guests in the apartment unit provided that the period of entertainment of any guest shall not exceed two (2) consecutive weeks. Thereafter, no guest may remain in the apartment unit without the express written consent of Community, and the payment of an additional fee in the amount of \$\_\_\_\_\_ per day per guest. No guest may reside in the apartment unit for more than eight (8) consecutive weeks. Prices for guest meals will be made available upon request.

2. If Resident has additional persons residing in the apartment unit occupied by Resident at any time, such persons must have prior written approval of and be registered with Community. Community does not accept responsibility or liability for the guests/visitors of an apartment unit.

D. Rights To Property/Subordination

The rights and privileges granted to Resident under this Agreement do not include any right, title or interest in any part of the personal property, land, buildings and premises owned or administered by Community. Resident's rights are primarily for services, with a contractual right to occupy an apartment unit. Any and all rights, privileges or benefits of or inuring to Resident under this Agreement, including but not limited to the said contractual right of occupancy, are and shall be subordinate to the liens of and rights under any and all mortgages on any parcel of real property or improvements thereon owned, held or operated by Community, and all amendments, modifications replacements and refinancings of any such mortgages, specifically including but not limited to those certain three (3) mortgages granted to Farmers Bank and Trust Company of Hanover: dated May 21, 1991, and recorded in Mortgage Book 1013, page 938, in the Recorder of Deeds' Office in and for Cumberland County, Pennsylvania; dated September 6, 1985 and recorded in Mortgage Book 789, page 61, in the Recorder of Deeds' Office in and for Cumberland County, Pennsylvania; and dated June 12, 1987 and recorded in Mortgage Book 869, page 7, in the Recorder of Deeds' Office in and for Cumberland County, Pennsylvania. This subordination shall be effective and self-effectuating without any further act and without the execution or delivery of any other document by Community and/or Resident. However, upon Community's request, Resident shall execute and deliver any document which is required by Community or any title insurance

company, or by the holder of any such mortgages, or similar interests, to evidence or perfect such subordination. Resident understands and agrees that any holder of a mortgage does not assume any obligation, responsibility or undertaking of Community which obligations, responsibilities and undertakings remain those of Community alone.

**E. Inspection of Apartment Unit**

Resident shall permit Community, or its agents, or any representative of any holder of a mortgage or similar interest on the property, or, when authorized by Community, the employees of any contractor, utility company, municipal agency or others, to enter the apartment unit for the purpose of making reasonable inspections and repairs and replacements. Such entry will be made only with reasonable advance notice, except in cases of emergency. There will be a minimum of one annual maintenance inspection.

**F. Housekeeping/Housecleaning Responsibilities**

Resident shall maintain the apartment unit in a clean, sanitary, and orderly condition. Community will provide bi-weekly housekeeping service. If Resident does not maintain the apartment unit in a reasonable manner, Community, after notice to Resident, shall have the right to maintain the apartment unit, and the cost of such additional cleaning or maintenance shall be charged to Resident.

**G. Health Insurance**

Resident is required to obtain and maintain in force at Resident's expense maximum coverages available under the Federal Social Security health insurance program, known as "Medicare A and B" (or its equivalent) and an additional supplemental insurance (Blue Cross/Blue Shield 65 Special or its equivalent). For Residents under age 65, a substitute basic coverage insurance policy is required.

**H. Use Of Personal Or Family Physicians**

Resident may employ the service of any physician at Resident's expense. Community shall not be responsible for the costs of any medical or health care ordered by Resident's personal physician.

**I. Automobile Insurance**

Residents who drive motor vehicles shall maintain their own automobile liability insurance to cover liability and medical expenses arising from injury to themselves and others. Proof of such insurance shall be provided to Community prior to the Designated or Extended Occupancy Date in order to obtain a reserved parking space.

J. Reduction Of Income

Resident shall make every reasonable effort to meet Resident's financial obligations to Community. Resident shall not transfer control of property or make any gifts subsequent to the date of application for admission and shall not make any such transfer or gifts after occupancy, other than to Community, which would substantially impair Resident's ability or the ability of Resident's estate to satisfy Resident's financial obligations to Community.

K. Medical Examinations

Resident must be examined by a qualified physician of Resident's own choosing before occupancy and periodically thereafter, and must make the results of the examination available to Community. The cost of the physical examination shall be paid by Resident. If the pre-occupancy physical examination reveals that Resident is not capable of independent living in the apartment unit, this Agreement will be terminated prior to occupancy.

L. Responsibility For Property Damages or Personal Injuries

1. Upon termination of this Agreement, Resident shall vacate and surrender the apartment unit and leave it in as good condition as the date of occupancy except for reasonable wear and tear. If the apartment unit is damaged beyond ordinary wear and tear, the costs of repair will be deducted from the Equity Refund.

2. Any loss or damage to real or personal property of Community caused by Resident shall be paid for by Resident. In the event of the death of Resident, the Resident's estate shall be liable for any loss or damage to Community's property caused by Resident.

3. Community assumes no responsibility for the conduct of Resident or any other residents, and Resident hereby releases and discharges Community from any claims for injury or damage to Resident or to Resident's personal property caused by the conduct of other residents or guests.

M. Responsibility For Resident's Property

1. Community shall not be responsible for the loss or damage due to fire, theft, or other cause of any property belonging to Resident or Resident's estate or Resident's guests, including motor vehicles, unless the care and control of said property is specifically accepted in writing by Community, and then only for lack of ordinary care to safeguard and account for such property. Resident shall have the responsibility, at

Resident's own expense, to provide such insurance as Resident deems necessary to protect against any such loss. No personal property insurance is provided Resident by Community.

2. If Resident has become unable to occupy the apartment unit, or this Agreement has been terminated for any reason, Resident or the duly authorized representative of Resident's estate must remove all personal property from the living accommodation. If Resident's personal property is not removed by Resident or Resident's representative within thirty (30) days of termination of this Agreement, then Community shall dispose of Resident's property in any manner it deems appropriate. Resident or Resident's estate shall be obligated to pay all costs for the removal, storage or disposal of Resident's property.

**N. Rules And Regulations**

Resident shall cooperate fully with Community to maintain the apartment unit and common facilities in a neat and orderly manner, and shall comply with all rules and regulations and Resident's responsibilities established by Community.

**O. Pets**

There are no pets allowed in the apartment unit, either temporarily or permanently, without the Community's consent.

**P. Tobacco and Alcoholic Beverages**

The use of tobacco products and/or alcoholic beverages is not permitted in the common areas within the Community.

**Q. Trade, Business or Occupation**

Resident may not utilize the apartment unit to engage in a trade, business or other occupation.

**R. Keys and Locks**

Resident agrees not to install additional locks or gates on any doors or windows of the apartment unit without the express written consent of Community. If Community approves Resident's request to install such locks, Resident shall provide Community with a key to each lock. Upon termination, Resident agrees to surrender all keys to the apartment unit to Community.

**S. Grills/Water Beds**

Gas, charcoal or other grills may not be used or stored in Resident's apartment unit or LeTort Manor, and waterbeds are not permitted.

**T. Rights of Resident Are Personal and Non-Transferable**

The rights and privileges of Resident under this Agreement are personal to Resident and cannot be transferred or assigned. No person other than Resident may occupy or use the living accommodations covered by this Agreement unless approval is obtained in writing from Community. Resident may not sublease or assign Resident's contractual rights of occupancy under this Agreement.

**SECTION 12: AVERAGE ANNUAL COST OF PROVIDING SERVICES**

The estimated average annual cost of providing services for a Resident is \_\_\_\_\_.

**SECTION 13: CASUALTY LOSS**

In the event the apartment unit occupied by Resident or the building in which the apartment unit is located is destroyed or so damaged by fire or other casualty so as to render the apartment unit or the building generally unfit for occupancy, this Agreement may be terminated at the option of Community, and no further obligations shall rest on either party under this Agreement except those expressed in the refund provisions of this Agreement. In the event that Community so elects to terminate this Agreement, written notice of termination shall be given to Resident within thirty (30) days from the date of the damage to the apartment unit or building. If notice of termination is not given, or if the damage does not render the apartment unit unfit for occupancy, Community shall be obligated to rebuild or repair the damage to the apartment unit as soon as possible and prepare it for occupancy by Resident, and this Agreement shall remain effective unless the parties may otherwise mutually agree. In the event Resident is unable to occupy the apartment unit for any period of time during any reasonably necessary restoration of the apartment unit, the Monthly Fee shall be reduced proportionately, unless a vacant apartment unit is available for temporary occupancy by Resident.

**SECTION 14: NONDISCRIMINATION**

Community provides access to its facilities and services to all persons regardless of race, color, creed, religion, sex, national origin, handicap, or disability. An admission preference is given to members of The Church of God of the East Pennsylvania Conference.



#### SECTION 15: NON-WAIVER OF ACT 82

No act, agreement or statement of Resident, or of any individual purchasing care for Resident under any agreement to furnish care to Resident, shall constitute a valid waiver of any provision of the Continuing-Care Provider Registration and Disclosure Act, Act of June 18, 1984, P.L. 391, No. 82 Sections 1-25, 40 P.S. §3201 et. seq., (Act 82), intended for the benefit or protection of Resident or the individual purchasing care for Resident.

#### SECTION 16: SEVERABILITY

If any provision of this Agreement is determined by a judicial or administrative tribunal of proper jurisdiction to be invalid or unenforceable, such provision shall be severed and the balance of this Agreement shall remain in full force and effect.

#### SECTION 17: ACTS OF FOREBEARANCE

No act of forbearance or failure to insist upon prompt performance of any of the terms of this Agreement by Community shall be construed as a waiver of any of the rights granted to Community.

#### SECTION 18: ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between Community and Resident. Community shall not be responsible or liable for any statements, representations or promises made by any person representing or purporting to represent Community, unless such statements, representations or promises are set forth in this Agreement. This Agreement may be amended only by a written Agreement executed by the parties.

#### SECTION 19: INDEMNIFICATION

Community shall not be responsible or liable for, and Resident shall indemnify, defend and hold Community harmless from any and all claims, losses, damages, fines, penalties, expenses, judgments, reasonable settlements, or lawsuits, including actual attorneys' fees and all costs incurred in defending against any such claims, arising from or based upon any injury or death to persons and any damages to property caused by, or arising from, or based on, or in any way attributable to or connected with the negligent, reckless, or intentional acts or other conduct or omissions of Resident or Resident's guests. Resident's indemnification obligation is payable on Community's demand.

SECTION 20: NOTICE

Notice, when required by the terms of this Agreement, shall be deemed to have been properly given, if and when delivered personally or, if sent by certified mail, return receipt requested, when postmarked, postage prepaid and addressed as follows:

To Community:

Church of God Home, Inc.  
801 North Hanover Street  
Carlisle, PA 17013

To Resident (Before Occupancy):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

After occupancy, notice will be provided to Resident at the apartment unit specified in this Agreement.

SECTION 21: MISCELLANEOUS PROVISIONS

A. THIS AGREEMENT IS NOT INTENDED TO REFLECT AN UNDERTAKING OR CONTRACT, EXPRESS OR IMPLIED, TO CARE FOR THE RESIDENT FOR LIFE, AND COMMUNITY HAS NO OBLIGATION TO CARE FOR RESIDENT FOR LIFE.

B. The information regarding Resident's age, health and financial affairs submitted by Resident in the Application for Admission, Physician's Examination and Report and Confidential Financial Statement forms and related application documents constitute a material part of this Agreement, and that information is incorporated as a part of this Agreement. Resident acknowledges that the submission of false information shall constitute grounds for the termination of this Agreement.

C. Resident must and shall disclose to Community prior to occupancy any material changes in the Resident's physical, financial or mental condition. The failure to make such disclosure shall constitute grounds to terminate this Agreement.

D. Resident shall comply with the rules, regulations, policies and procedures established by Community and such amendments, modifications or changes in such rules, regulations, policies and procedures as may hereafter be adopted by Community.

E. Resident acknowledges receipt of a copy of Community's Annual Disclosure Statement prior to executing this Agreement.

F. Community reserves the right to modify this Agreement to conform to changes in law or regulation.

G. The Entrance Fee may be used and applied by Community for any proper corporate purpose, and Community assumes no fiduciary obligations to Resident with respect to any amounts paid for admission or continued occupancy of the apartment unit.

H. This Agreement shall bind and serve to benefit the successors and assigns of Community, and the heirs, executors, administrators and assigns of Resident.

I. This Agreement shall be interpreted according to the laws of the Commonwealth of Pennsylvania.

J. Resident hereby acknowledges having read this Agreement in its entirety and understanding its provisions, and having have been provided an opportunity to consult with personal advisors, including legal counsel, regarding the terms of the Agreement.

IN WITNESS WHEREOF, The Church of God Home, Inc. of East Pennsylvania Conference has caused this Agreement to be signed by its authorized representative, and the Resident has hereunto affixed his/her/their signature(s), the day and year first above written.

Attest:

THE CHURCH OF GOD HOME, INC.  
OF EAST PENNSYLVANIA CONFERENCE

\_\_\_\_\_ By \_\_\_\_\_

(Seal)

\_\_\_\_\_  
Title

Witness:

\_\_\_\_\_ (Seal)  
Resident

\_\_\_\_\_ (Seal)  
Resident

3:13:92

NOTICE OF RIGHT TO RESCIND

Date rescission period begins \_\_\_\_\_.  
You may rescind and terminate your Residency Agreement without penalty or forfeiture, within seven (7) days of the above date. You are not required to move into LeTort Manor before the expiration of this seven (7) day period. No other agreement or statement you sign shall constitute a waiver of your right to rescind your Agreement within this seven (7) day period.

To rescind your Residency Agreement, mail or deliver a signed and dated copy of this notice, or any other dated written notice, letter or telegram, stating your desire to rescind to the following address:

Church of God Home, Inc.  
801 North Hanover Street  
Carlisle, PA 17013

Not later than midnight of \_\_\_\_\_ (last day for rescission).

Pursuant to this notice, I hereby cancel my Residency Agreement.

Date: \_\_\_\_\_

PROSPECTIVE RESIDENT'S SIGNATURE

\_\_\_\_\_  
\_\_\_\_\_