



FUTURE RESIDENCY AGREEMENT

**DEERFIELD EPISCOPAL RETIREMENT COMMUNITY, INC.
ASHEVILLE, NORTH CAROLINA**

This Future Residency Agreement (hereinafter called "the Agreement") is made this _____ day of _____, in the year _____, by and between Deerfield Episcopal Retirement Community, Incorporated, a North Carolina not-for-profit corporation (hereinafter called "Deerfield") and _____ (hereinafter called "Future Resident").

WHEREAS, Deerfield owns and operates a LifeCare retirement community in Asheville, North Carolina, consisting of independent apartment Residences in mid-rise buildings, cottage Residences, a Community Center with common areas and amenities, and a Health Center providing assisted living and skilled nursing care;

NOW, THEREFORE, Future Resident and Deerfield agree as follows:

I. PRIORITY, APARTMENT TYPE, AND PROJECTED DATE OF OCCUPANCY

- A. Priority Reservation Number.** Deerfield agrees to assign to the Future Resident a Priority Reservation Number _____. The priority number is based on the date of this Agreement and the chronological order in which all Future Residents enter into such Future Residency Agreements, regardless of the Residence type selected.
- B. Residence Type Preference.** The Future Resident prefers to occupy a _____ type of Residence at Deerfield (hereinafter referred to as the "Residence") at some time in the future.
- C. Projected Date of Occupancy.** The Future Resident projects readiness for actual occupancy of the Residence at approximately _____ (Year). It is understood that such a Projected Date of Occupancy is an estimate and may vary due to the Future Resident's readiness and the actual availability of the Residence.

II. PRIVILEGES

In addition to the Priority established for the Future Resident for the Residence and Projected Date of Occupancy, the Future Resident shall have the following privileges at Deerfield:

- A. Meals.** The Future Resident may have meals in Deerfield's dining room at a specified time and with prior reservations and at the established Future Resident meal rate. Catering services are available for groups.

- B. Use of Common Areas and Amenities.** The Future Resident may use the common areas and amenities, including the dining room, private dining room, multi-purpose room, chapel, living room, lounges, and other common areas and amenities, from time to time with prior reservations and rates established by Deerfield, if any.
- C. Participation in Planned Activities.** The Future Resident may participate in planned social, recreational, educational, spiritual, arts and crafts, and exercise programs provided by Deerfield with prior reservations and at rates established by Deerfield, if any.
- D. Priority Admission to the On-Site Health Center.** Future Resident will have a priority for admission to the facilities and services of the on-site Health Center within Deerfield for skilled nursing care or assisted living care should such care be needed by the Future Resident before taking occupancy of the Residence. Such priority will be secondary to the needs of the current residents at Deerfield, and such admission is at the sole discretion of the Admissions Committee of Deerfield.

III. ADMISSION PROCEDURES

- A. Application Forms.** Within Thirty (30) Days after execution of this Agreement, the Future Resident will submit completed application forms for initial review by the Admissions Committee. The application forms shall be provided by Deerfield and include an Application for Admission, a Personal Health History, and a Confidential Financial Statement.
- B. Admissions Committee Review.** Upon receipt of the completed application forms, Deerfield's Admissions Committee will review the forms submitted by the Future Resident as a basis for initial admission. The Admissions Committee, in its sole discretion, will approve or deny the application based on admissions criteria and policies established by the Board of Directors of Deerfield and will notify the Future Resident of such approval or denial.
- C. Notification of Availability of Residence.** Deerfield will notify the Future Resident of availability of the Residence Type specified by the Future Resident at the time the Residence becomes available for occupancy at or near the Future Resident's Projected Date of Occupancy. The Future Resident may accept or reject Deerfield's offer to take actual occupancy of the Residence. The Future Resident has Three (3) Days from the date of notification by Deerfield to accept the Residence. The Future Resident may reject any offer by Deerfield to take occupancy without losing the Future Resident's Priority Reservation Number.
- D. Residence and Services Agreement.** The Future Resident shall execute a Residence and Services Agreement and pay the required fees as outlined in the Residence and Services Agreement within Ten (10) Days after acceptance of a Residence.

E. Upon Acceptance of Residence. Upon acceptance of the Residence offered, the Future Resident has Sixty (60) Days to assume financial responsibility for the Residence. During the Sixty (60) Day period after acceptance of the Residence, the Future Resident will:

1. Submit a Physician's Examination Report completed by the Future Resident's personal physician on such form provided by Deerfield for review by Deerfield's Admissions Committee before taking occupancy.
2. Provide Updated Application Forms, If Requested, for review by the Admissions Committee before taking occupancy.
3. Have a Final Review by Admissions Committee and, at the sole discretion of the Admissions Committee, be approved or denied based on the admission criteria and policies established by the Board of Directors of Deerfield at the time of occupancy.

F. Balance of Entrance Fee. The balance of the total Entrance Fee for the Entrance Fee Option selected by the Resident will be due and payable prior to occupancy, unless otherwise agreed to in writing by Deerfield.

IV. CONSIDERATION FROM FUTURE RESIDENT

Future Residency Fee. In consideration for the rights and privileges as outlined in this Agreement, the Future Resident agrees to pay a Future Residency Fee of One Thousand Dollars (\$1,000.00). The Future Residency Fee is a non-interest bearing administrative fee associated with this Future Residency Agreement and will be credited toward the fees due by the Future Resident at the time of occupancy of the Residence at Deerfield as outlined in the Residence and Services Agreement. This Future Residency Fee does not lock-in the Entrance Fee amount for a Residence.

V. TERMINATION AND REFUND

- A. Termination by the Future Resident.** The Future Resident may terminate this Agreement for any reason prior to occupancy by giving written notice to Deerfield. Five Hundred Dollars (\$500) of the Future Residency Fee is refundable to the Future Resident within Sixty (60) Days of such notification of termination.
- B. Termination by Deerfield.** Deerfield may terminate this Agreement at any time if there has been a material misrepresentation or omission submitted by the Future Resident in the Future Resident's Application for Admission, Personal Health History, Confidential Financial Statement, or Physicians Examination Report. In the event of such termination, the Future Residency Fee is non-refundable. Deerfield may terminate this Agreement if the Future Resident does not meet the admission criteria set by the Board of Directors of Deerfield. Upon such termination, Deerfield shall notify the Future Resident of the reasons for such non-acceptance of admission, and Deerfield shall refund the Future Resident the full amount of the Future Residency Fee within Thirty (30) Days of such notification of termination.

VI. GENERAL PROVISIONS

- A. **Assignment.** The rights and privileges of the Future Resident under this Agreement to the facilities, services, and programs of Deerfield are personal to the Future Resident and may not be transferred or assigned by the Future Resident or otherwise.
- B. **Entire Agreement.** This Agreement constitutes the entire agreement between Deerfield and the Future Resident and is preliminary to the Residence and Services Agreement.
- C. **Successors and Assigns.** Except as set forth herein, this Agreement shall bind and inure to the benefit of the successors and assigns of Deerfield and the heirs, executors, administrators, and assigns of the Future Resident.
- D. **Religious Affiliation.** Deerfield is affiliated with the Episcopal Diocese of Western North Carolina; however, the Diocese has no responsibility for any of the obligations of Deerfield under this Agreement.
- E. **Governing Laws.** This Agreement shall be governed by the laws of the State of North Carolina.
- F. **Copy of the Agreement.** Deerfield will provide the Future Resident with a copy of this Agreement upon execution by Deerfield and Future Resident.
- G. **Notice Provisions.** Any notices, consents, or other communications to Deerfield hereunder (collectively "notices") shall be in writing and addressed as follows:

President/ Chief Executive Officer
Deerfield Episcopal Retirement Community
1617 Hendersonville Road
Asheville, North Carolina 28803

The address of the Future Resident for the purpose of giving notice is the address appearing after the signature of the Future Resident below.

VII. RIGHT OF RESCISSION

Notwithstanding anything herein to the contrary, this Agreement may be rescinded by the Future Resident's giving written notice of such rescission to Deerfield within Thirty (30) Days following the later of the execution of this Agreement or the receipt of a disclosure statement that meets the requirements of Section 58-64-1, et. seq. of the North Carolina General Statutes. In the event of such rescission, the Future Resident shall receive a full refund of the Future Residency Fee paid by the Future Resident. Any such refund shall be paid by Deerfield within Sixty (60) Days following receipt of written notice of rescission pursuant to this Paragraph.

IN WITNESS WHEREOF, Deerfield and the Future Resident have executed this Agreement and the One Thousand Dollar (\$1,000.00) Reservation Fee has been paid as of the day and year first above written.

Prospective Resident

Prospective Resident

Current Address (Number and Street)

City, State, Zip Code

E-mail Address

Telephone

**DEERFIELD EPISCOPAL
RETIREMENT COMMUNITY, INC.**

Signature

Title

Date

APPLICATION FOR ADMISSION

Applicant Name _____

Co-Applicant Name _____

Address _____

City _____ State _____ Zip _____ Phone (_____) _____

Email _____

Legal Residence: State _____ County _____ How long? _____

State of Birth _____ Place of Birth _____ Date of Birth _____

Are you: Married _____ Single _____ Divorced _____ Separated _____ Widowed _____

Veteran: _____ Yes _____ No

Names of Children	Address	Telephone

Names of other close relatives and their relationship to you _____

Do you plan to bring a car to Deerfield? _____ Yes _____ No If yes, how many? _____

Do you plan to bring a pet to Deerfield? _____ Yes _____ No If yes, how many? _____

Where have you lived most of your life? _____

What is your current or former profession, trade, or occupation? What organization or company?



In what types of community service have you been involved? _____

What are your hobbies? _____

To what fraternal, social, or professional organizations do (or did) you belong? _____

Religious affiliation or preference? _____

Place of membership? _____

Have you lived in another retirement community? _____ Yes _____ No

If yes, where? _____

APPLICATION FOR ADMISSION

Applicant Name _____

Co-Applicant Name _____

Address _____

City _____ State _____ Zip _____ Phone (_____) _____

Email _____

Legal Residence: State _____ County _____ How long? _____

State of Birth _____ Place of Birth _____ Date of Birth _____

Are you: Married _____ Single _____ Divorced _____ Separated _____ Widowed _____

Veteran: _____ Yes _____ No

Names of Children	Address	Telephone

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In what types of community service have you been involved? _____

What are your hobbies? _____

To what fraternal, social, or professional organizations do (or did) you belong? _____

Religious affiliation or preference? _____

Place of membership? _____

Have you lived in another retirement community? _____ Yes _____ No

If yes, where? _____

PERSONAL HEALTH HISTORY

Applicant Name _____ Height _____ Weight _____
Sex _____ Date of Birth _____

Co-Applicant Name _____

Please list any current medical problems and the approximate date of onset.

Please list the medications you are currently taking: indicate dosage, frequency, and when you started taking the medication.

Please list all major surgeries, serious illness, or hospitalizations (include the approximate date).

Are you living independently without assistance? _____ Yes _____ No

If no, please indicate the areas in which you need assistance, including the need for home health care and assistive devices.



AN EPISCOPAL RETIREMENT COMMUNITY

1617 Hendersonville Road Asheville, NC 28803 828-274-1531 1-800-284-1531 Fax 828-274-0238

Will you be able to move about the community independently? _____ Yes _____ No

If no, please indicate limitations. _____

General medical conditions: Please check any that relate to you and briefly explain below.

- | | |
|---|---|
| <input type="checkbox"/> Active Communicable Disease | <input type="checkbox"/> High Blood Pressure |
| <input type="checkbox"/> Alcoholism or Drug Addiction | <input type="checkbox"/> Kidney Disease |
| <input type="checkbox"/> Allergies or Sensitivities | <input type="checkbox"/> Liver Disease |
| <input type="checkbox"/> Anemia | <input type="checkbox"/> Hepatitis, Cirrhosis |
| <input type="checkbox"/> Arthritis, Gout | <input type="checkbox"/> Lung Disease, Asthma |
| <input type="checkbox"/> Cancer | <input type="checkbox"/> Emphysema, TB,
or Bronchitis |
| <input type="checkbox"/> Diabetes | <input type="checkbox"/> Neurological Disease
(Multiple Sclerosis, Muscular Dystrophy
or Parkinson's) |
| <input type="checkbox"/> Epilepsy | <input type="checkbox"/> Paralysis |
| <input type="checkbox"/> Eye Disease or Blindness | <input type="checkbox"/> Polio |
| <input type="checkbox"/> Fractures | <input type="checkbox"/> Stroke or TIAs |
| <input type="checkbox"/> Heart Disease/Pacemaker | |
| <input type="checkbox"/> Hernia (not repaired) | |
| <input type="checkbox"/> Ulcer or Stomach/Digestive Problem | |
| <input type="checkbox"/> Psychiatric Disorder | |

Explanations _____

Please list your physicians and dentist.

Name	Address	Telephone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Hospital preference _____

Signature Date

PERSONAL HEALTH HISTORY

Applicant Name _____ Height _____ Weight _____
Sex _____ Date of Birth _____

Co-Applicant Name _____

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| <input type="checkbox"/> Alcoholism or Drug Addiction | <input type="checkbox"/> Kidney Disease |
| <input type="checkbox"/> Allergies or Sensitivities | <input type="checkbox"/> Liver Disease |
| <input type="checkbox"/> Anemia | <input type="checkbox"/> Hepatitis, Cirrhosis |
| <input type="checkbox"/> Arthritis, Gout | <input type="checkbox"/> Lung Disease, Asthma |
| <input type="checkbox"/> Cancer | <input type="checkbox"/> Emphysema, TB,
or Bronchitis |
| <input type="checkbox"/> Diabetes | <input type="checkbox"/> Neurological Disease
(Multiple Sclerosis, Muscular Dystrophy
or Parkinson's) |
| <input type="checkbox"/> Epilepsy | <input type="checkbox"/> Paralysis |
| <input type="checkbox"/> Eye Disease or Blindness | <input type="checkbox"/> Polio |
| <input type="checkbox"/> Fractures | <input type="checkbox"/> Stroke or TIAs |
| <input type="checkbox"/> Heart Disease/Pacemaker | |
| <input type="checkbox"/> Hernia (not repaired) | |
| <input type="checkbox"/> Ulcer or Stomach/Digestive Problem | |
| <input type="checkbox"/> Psychiatric Disorder | |

Explanations _____

Please list your physicians and dentist.

Name	Address	Telephone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Hospital preference _____

Signature Date

CONFIDENTIAL FINANCIAL STATEMENT

Applicant Name _____ Date of Birth _____

Sex _____

Applicant Name _____ Date of Birth _____

Sex _____

Residence Reserved or Preferred _____ Expected Date of Move-in _____

ASSETS

Value of Real Estate \$ _____

Investments \$ _____

Savings, Checking, CD's \$ _____

Other (please describe) _____ \$ _____

TOTAL ASSETS \$ _____

LIABILITIES

Mortgage on Home \$ _____

Mortgage(s) on other Real Estate \$ _____

Other Debts or Liabilities (itemize) \$ _____

_____ \$ _____

_____ \$ _____

TOTAL LIABILITIES \$ _____



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MONTHLY INCOME

	Combined	Applicant	Co-Applicant
Social Security	\$ _____	\$ _____	\$ _____
Pension * _____	\$ _____	\$ _____	\$ _____
Pension * _____	\$ _____	\$ _____	\$ _____
Investments (interest and dividends)	\$ _____	\$ _____	\$ _____
Retirement Annuity	\$ _____	\$ _____	\$ _____
Other (itemize)	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
TOTAL	\$ _____	\$ _____	\$ _____

* Please not above if pension has survivorship benefits and the amount of such.

Do you have long term care insurance?

Applicant: _____ Yes _____ No Co-Applicant: _____ Yes _____ No

If yes, please answer the following:

	Applicant	Co-Applicant
Benefit period	_____	_____
Assisted Living daily benefit	_____	_____
Skilled Nursing daily benefit	_____	_____
Inflation adjusted	_____	_____
Annual premium	_____	_____

PENSION(S) have and will be subject to cost of living increases. _____ Yes _____ No

The information provided in this Confidential Financial Statement is true and may be relied upon with confidence by the Admissions Committee of Deerfield in my (our) application process. I (we) understand that additional information may be requested from time to time even after admission, and that if accepted for residency, I (we) will not transfer or reduce resources necessary to carry out the financial commitment to Deerfield.

Signature

Date

Signature

Date