

BROOKE GROVE FOUNDATION, INC.

d/b/a

BROOKE GROVE RETIREMENT VILLAGE

RESIDENCE AND CARE AGREEMENT



**18100 Slade School Road
Sandy Spring, MD 20860
301-924-2811**

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**BROOKE GROVE FOUNDATION, INC.
d/b/a Brooke Grove Retirement Village**

**RESIDENCE AND CARE AGREEMENT
FACT SHEET**

RESIDENT: _____

TYPE OF AGREEMENT:

☐ 72 Month Declining Balance ☐ 50% Refundable ☐ 90% Refundable

LIVING ACCOMMODATION:

Type: Residential Living *Location:* _____

☐ Duplex
as reflected on Exhibit A attached to this Fact Sheet

☐ Apartment
as reflected on Exhibit A attached to this Fact Sheet

Structural Changes/Redecoration:

☐ **Yes** ☐ **No**
(If yes, see attached Addendum B)

OCCUPANCY DATE: _____, 20____

OCCUPANCY DATE for NEW UNIT: *The Occupancy Date for the New Unit is expected to be, but not guaranteed to be, on or about _____, 20_____.*

Resident Initials

NON-REFUNDABLE PROCESSING FEE: \$150.00 per person ☐ **Paid** ☐ **Not Paid**

REFUNDABLE PRIORITY LIST DEPOSIT: \$1,000.00 (individual) \$1500.00 (couple)
☐ **Paid** ☐ **Not Paid**

ENTRANCE FEE: _____ Dollars
(\$ _____)

Ten percent (10%) due in connection with execution of the Residence and Care Agreement =

\$ _____

The remaining ninety percent (90%), less Priority List Deposit previously paid =

\$ _____

INITIAL MONTHLY CHARGE: _____ Dollars

(\$ _____)

made up of basic Monthly Charge of \$ _____

and second person Monthly Charge of \$ _____

NOTICES:

If to BGF:

Executive Director

Brooke Grove Retirement Village

18100 Slade School Road

Sandy Spring, MD 20860

If to Resident (*prior to Occupancy Date*)

OTHER:

Resident Initials

ADDENDA (check off box below is marked if the particular Addendum is signed as part of the original Agreement)

☒ Addendum A

☐ Addendum B

Addendum C

☐ Addendum D

☐ Addendum E

☐ Addendum F

Addendum G

Addendum H

Fees to be Paid by Resident

Structural Changes/Redecoration

Schedule of Charges

Beneficiary Designation - Entrance Fee Refund

Resident Benevolent Care Fund

New Units Addendum

Unit Alteration Form

Resident Handbook

Resident Initials

EXHIBIT A

FLOOR PLAN

**BROOKE GROVE FOUNDATION, INC.
d/b/a Brooke Grove Retirement Village**

RESIDENCE AND CARE AGREEMENT

THIS RESIDENCE AND CARE AGREEMENT (this “Agreement”) is made by and between Brooke Grove Foundation, Inc. d/b/a Brooke Grove Retirement Village (“*BGF*” or “we” or “us”) and _____ (and _____ if two persons sign this Agreement), hereinafter referred to as “Resident” or “you”. (If two persons sign this Agreement, the words “Resident” and “you” shall apply to them jointly and severally, where the context permits.)

INTRODUCTION

BGF, an independent not-for-profit corporation, owns and operates a continuing care retirement community (the “Community”) located in a pastoral setting on a 220 acre campus located on route 108 in Sandy Spring, Maryland (the “Campus”). The property is comprised of pastures, woodlands and a stream. Approximately forty (40) acres of the land is dedicated to forest conservation.

BGF’s Articles of Incorporation and Bylaws require that a majority of the members of *BGF’s* Board of Directors must be members of the Seventh-day Adventist Church. However, no organization or constituent body of the Seventh-day Adventist religious denomination is a party to this Agreement, has a contractual or financial responsibility for the obligations of *BGF* hereunder, or has any direct relationship to *BGF*.

UNDERSTANDING OUR VALUES

BGF is a faith-based organization and as such expects all its residents to honor and respect its Christian heritage and values. While not operated by a religious organization or formally affiliated with one, *BGF’s* founder intended the company to always encompass Christian values which can be summarized in the two following statements:

- Love one another.
- Treat other people like you want to be treated.

Based on these values, *BGF* adopted its mission statement.

MISSION STATEMENT

BGF's mission is to provide continuing care services to a diverse group of seniors in a warm, congenial atmosphere founded and operated under the core values of, and in the spirit of, Christian beliefs. Therefore, *BGF* adopted the following mission statement:

We Touch People's Lives by providing excellence in service, showing respect and radiating kindness.

We Touch People's Lives by offering a practical, sensitive response to people's need for physical, emotional and spiritual support.

We Touch People's Lives by continuing the compassionate, healing ministry of Jesus Christ.

We Touch People's Lives by sharing comfort and joyfully embracing the human family.

GENERAL SITE AND BACKGROUND INFORMATION

BGF has owned and operated licensed health care facilities at the Campus since 1950. These health care facilities provide Assisted Living and Comprehensive Nursing Care to its residents.

In 2004, we became a continuing care retirement community with the opening of the Independent Living Community. The Independent Living Community consists of 40 cottages divided up into clusters of duplexes in spacious neighborhood settings. Westbrooke Clubhouse serves as the Community Center. The Independent Living Community utilizes nine (9) assisted living beds and five (5) comprehensive care beds already in existence.

Currently, there is a 190-bed comprehensive nursing care facility located on the Campus known as Brooke Grove Rehabilitation and Nursing Center ("BGRNC"). BGRNC was originally constructed in 2000. In 2017, Brooke Grove opened a newly constructed, uniquely modern, two-story rehabilitation wing attached to the original building.

Our rehabilitation wing boasts spacious private rooms with shared or private luxury baths. Large patient room windows offer healing views of Brooke Grove's pastoral setting from colorful sunrises to stunning sunsets. Natural light-filled dining rooms are found on both floors of the new wing.

Our nursing center for long-term, skilled and memory support residents, is ever evolving to provide person-centered care in neighborhood-like settings with private and semi-private rooms. An intimate setting supports the social

needs of these residents. Each neighborhood dining room has its own dining room with wide window views of the soothing, outdoor setting.

All of BGRNC includes many features that enhance quality of life. The building's expansive footprint offers a variety of healing and living opportunities. Spaces include numerous common areas, dining rooms, indoor and outdoor gathering places, special event venues, two salons and a spa, a dental suite, and large therapy gyms equipped with state-of-the-art rehabilitation equipment.

The Assisted Living facilities on the Campus are organized into two clusters of buildings, The Meadows and The Woods, which feature home-like environments with large private rooms with private bathrooms and other amenities. Semi-private occupancy may also be available. Several of our group homes comprise our memory care program for assisted living residents. These homes offer a lifestyle geared to support people as they age in place and progress through the different stages of varying kinds of illnesses associated with aging. Because freedom is a pre-eminent value on the Campus, the group homes in our memory care program offer residents free and safe access to the beautiful outdoor spaces immediately surrounding and connecting these buildings.

The Assisted Living facilities provide services to residents who need assistance with the Activities of Daily Living and residents in the early or moderate stages of Alzheimer's or memory care.

The Campus is located on highway 108 in Sandy Spring, Maryland. The access point to the Campus is Slade School Road.

OTHER SIGNIFICANT FEATURES

Adding to the country-estate-like charm of the Campus are several homes. "Old Sharon" is a registered Montgomery County historical site. The house was built in the 1790s by Isaac Briggs, a surveyor, engineer and personal friend of Thomas Jefferson. Old Sharon was restored by *BGF* in the 1980s. There are three other homes on the Campus built in the late 1800s/early 1900s, all adding to the restful estate-like charm of the Campus.

I. DEFINITIONS

The following terms as used in this Agreement shall have the meanings set forth below:

A. “Activities of Daily Living” shall mean normal daily activities including: (i) eating or being fed; (ii) grooming, bathing, oral hygiene including brushing teeth, shaving, and combing hair; (iii) mobility, transfer, ambulating, and access to the outdoors, when appropriate; (iv) toileting; and (v) dressing in clean, weather-appropriate clothing.

B. “Accommodation” shall mean all types of dwellings, including Independent Living Units, Assisted Living Units and Comprehensive Care Units.

C. “Assisted Living” shall mean living with the provision of needed assistance, support in the Activities of Daily Living, structured activities and a safe environment as described in, and in accordance with, the State of Maryland laws and regulations.

D. “Assisted Living Facility” shall mean the physical sites and structures built and operated by *BGF* for purposes of providing Assisted Living.

E. “Assisted Living Unit” shall mean an Assisted Living residential accommodation suitable for persons who need assistance with the Activities of Daily Living.

F. “Attending Physician” shall mean a Maryland licensed physician selected by Resident or by Resident’s authorized representative on behalf of Resident, who agrees to provide medical care to Resident.

G. “Campus” shall mean the 220 acre property located in Sandy Spring, Maryland. *BGF* retains the right to sell and purchase land at its sole discretion.

H. “Community” shall mean *BGF’s* continuing care retirement community comprised of Independent Living, Assisted Living and Comprehensive Nursing Care.

I. “Community Center” shall mean the main social center of the Independent Living Units.

J. **“Comprehensive Nursing Care”** shall mean the nursing care provided in the Nursing Center for residents who require medical and nursing services rendered by, or under the supervision of, a registered nurse.

K. **“Comprehensive Care Unit”** shall mean an Accommodation located in the Nursing Center for residents who require Comprehensive Nursing Care.

L. **“Emergency”** for purposes of a Relocation and Transfer shall mean a situation placing Resident’s health or safety or the health or safety of other residents of the Community in imminent danger of serious harm.

M. **“Entrance Fee”** shall mean the sum of money initially paid to assure a resident continuing care for a term of more than one (1) year or for life.

N. **“Executive Director”** shall mean the administrative director of the continuing care retirement community as hired by *BGF*, or his/her designee.

O. **“Fifty Percent (50%) Refundable Entrance Fee”** shall mean that the Resident is entitled to a fifty percent (50%) refund of the Entrance Fee in accordance with Section IX.D.1 herein.

P. **“Health Care Agent”** shall mean an individual appointed by a competent resident to make health care decisions for the resident under the circumstances stated in the individual’s directive.

Q. **“Independent Living Unit”** shall mean an independent living residential accommodation, suitable for persons who can live autonomously as determined by *BGF’s* admission process.

R. **“Medical Director”** shall mean a physician who is licensed in Maryland and is responsible for medical policies and review of medical care at *BGF*.

S. **“Monthly Charge”** shall mean the amount of money payable to *BGF* from Resident for each and every month during the term of this Agreement. The Monthly Charge excludes fees for extra or premium services.

T. **“New Units”** shall mean any Independent Living Units that have not been built or that are in the process of being built.

U. **“Ninety Percent Refundable Entrance Fee”** shall mean that the Resident is entitled to a ninety percent (90%) refund of the Entrance Fee in accordance with Section IX.D.1. herein.

V. **“Nursing Center”** shall mean the facilities that provide Comprehensive Nursing Care, including BGRNC.

W. **“Occupancy Date”** shall mean the date that the Resident receives the key to their Independent Living Unit in conjunction with the remittance of the total outstanding balance of the Entrance Fee. With regard to New Units, the Occupancy Date for a New Unit is expected to be, but not guaranteed to be, the date listed on page 1 of the Fact Sheet.

X. **“Priority List Deposit”** shall mean that portion of the total Entrance Fee payable pursuant to an agreement with **BGF** to consider an applicant’s request for residence in accordance with the terms of the priority list agreement.

Y. **“Processing Fee”** shall mean a one-time, non-refundable fee charged to determine the financial, mental and physical eligibility of an individual seeking admission to the Community. Such fee shall be paid at the time an individual applies for admission to the Community.

Z. **“Relocate(s)” or “Relocation”** shall mean a move to another Accommodation within the Community that does not involve a change in the Resident’s level of care.

AA. **“Resident’s Representative”** shall mean any person whom Resident wishes to represent his or her interests in connection with **BGF** and this Agreement.

BB. **“Seventy-Two (72) Month Declining Balance Entrance Fee”** shall mean that beginning on the Occupancy Date, the Entrance Fee shall amortize in substantially equal monthly installments for a period of seventy-two (72) months. After the seventy-two (72) month period, there will be no refund of the Entrance Fee. For purposes of calculating a refund for the Seventy-Two (72) Month Declining Balance Entrance Fee, any portion of a month of occupancy will be considered a full month.

CC. **“Transfer(s)”** shall mean a move to another Accommodation within the Community or to a facility outside the Community which involves a change in the Resident’s level of care.

DD. "Transition Committee" shall mean an interdisciplinary team consisting of *BGF's* Medical Director, Executive Director and Assessment Nurse or their designees. The Transition Committee may rely on information from other staff and resources as needed to determine an appropriate level of care and level of residence. The Transition Committee will meet with Resident (and Resident's Representative if requested) to discuss potential permanent Transfers of Resident.

II. RESIDENT'S ACCOMMODATION AND ENTRANCE FEE

A. **Independent Living Unit.** You will initially occupy an Independent Living Unit, which you shall have the right to occupy and use in accordance with the terms of this Agreement. *Your Independent Living Unit is located at the following address:* _____. You have the right to occupy and use the Independent Living Unit designated herein for as long you live unless:

1. You request Relocation and such Relocation is approved by **BGF** in accordance with Section VI.B herein;
2. In accordance with Section VI.D herein, you Transfer permanently to an Assisted Living Unit or a Comprehensive Care Unit, or you permanently Transfer to an outside facility; or
3. This Agreement is terminated by you or **BGF** as provided in Section IX herein.

B. **Entrance Fee.** You have selected the following type of Entrance Fee:

1. ___ Ninety Percent (90%) Refundable Entrance Fee.
2. ___ Fifty percent (50%) Refundable Entrance Fee.
3. ___ Seventy-Two (72) Month Declining Balance Entrance Fee.

III. RESIDENTIAL FACILITIES AND SERVICES

A. Independent Living Units.

1. Description. Independent Living Units include living accommodations with a variety of floor plans. All Residents must initially qualify for and occupy an Independent Living Unit.

2. Furnishings and Additional Features.

a. Independent Living Unit. *BGF* will furnish each Independent Living Unit with neutral-colored walls, wall-to-wall carpeting, washer, dryer, window blinds on specified windows, range, microwave, dishwasher, sink, garbage disposal and refrigerator in the kitchen area, individual thermostatic control for heating and air-conditioning, an emergency call system, pre-wiring for a telephone and pre-wiring for cable television reception. All other furnishings shall be provided by Resident.

b. Additional Features. Each duplex unit will have a garage. Some additional features are available for an additional cost.

B. Modifications.

1. Unit Alterations. Any interior or exterior alteration of any kind will require the prior written approval of the Executive Director and will thereafter be subject to *BGF's* supervision and direction. Resident shall obtain written approval from *BGF* prior to contracting with an outside contractor or individual making any improvements or modifications. Resident shall grant *BGF* first right of refusal to make the desired changes and in every instance *BGF* may, at its sole discretion, provide supervision and direction. The cost of any changes requested by Resident shall be at Resident's expense and shall include the expenses of *BGF's* supervision and direction. Title to all structural or physical changes shall vest in *BGF*.

a. Prior to occupancy. A request for unit alterations shall be made in writing and documented on the attached Addendum B "Structural Changes/Redecoration." If Resident contracts with *BGF* to make the changes, all costs associated with the requested change are to be paid to *BGF* prior to *BGF's* implementing the changes. Such costs, which do not exceed the reasonable costs of

modifications actually incurred by **BGF** shall not be refunded, even if the Resident later cancels or terminates this Agreement.

b. After occupancy. A request for unit alterations shall be made in writing through the submission of a Unit Alteration Form to the Executive Director. (See Addendum G, "Unit Alteration Form".) Resident is responsible for all costs associated with alteration. Resident is responsible for all costs associated with labor and/or materials & equipment malfunction inherited by **BGF** due to alteration. If required, Resident is responsible for restoring the living unit to its original condition, and such associated costs of restoration shall not exceed the reasonable costs of restoration actually incurred by **BGF**. Resident's signature on a Unit Alteration Form will bind Resident to the provisions therein.

2. Redecoration. Redecoration, other than as scheduled by **BGF**, shall be limited to hanging pictures, wall treatments and window treatments. Such decorations shall not be permanently affixed and must be able to be easily removed without damaging doors, walls, cabinets, moldings, plumbing, electric, faucets/fixtures, windows or structural components. Any other redecoration will require prior written approval of the Executive Director and will be at Resident's expense. Any change or replacement by Resident of furnishings or equipment provided by **BGF** will be subject to the prior written approval of the Executive Director and title thereto will vest in **BGF** unless otherwise agreed to in writing by **BGF**. A request for redecoration and any costs associated with such redecoration shall be made in writing and documented in the attached Addendum B "Structural Changes/Redecoration." All costs associated with the requested redecoration are to be paid to **BGF** prior to the redecoration. Such costs, which do not exceed the reasonable costs of redecoration actually incurred by **BGF**, shall not be refunded, even if the Resident later cancels or terminates this Agreement. **BGF** shall have first right of refusal to complete desired redecoration and in every instance **BGF** may, at its sole discretion, provide supervision and direction. The provisions in Section III.B.1 apply, when appropriate, to all redecorations.

C. Parking. Parking is free of charge for Resident and Resident's guests in designated areas. All vehicles must be currently registered and parked in designated areas. Parking of RVs and boats on Campus is prohibited until the development of appropriate parking spaces for them. Motorcycles and golf carts must be parked in the garage when not in use. With the exception of a golf cart, unlicensed vehicles are not allowed on Campus. Residents are allotted parking spaces in their garages and driveways. Second vehicles must be parked in these

designated spaces or in additional parking spaces near the Independent Living Unit, where applicable.

D. Common Facilities. Resident may use, in common with other residents of the Community, all public rooms and outdoor areas including the Community Center and walking trails in accordance with **BGF's** policies. Additional fees may apply in situations in which common facilities are reserved for private use.

E. Dining and Meals.

1. **Dining Room Service.** **BGF** provides one (1) meal per day, five (5) days a week from Monday through Friday. Meals served in the Community Center will be nutritionally well balanced, properly cooked and attractively presented. Alcohol is not served at the Community Center. The Monthly Charge for residents residing in an Independent Living Unit includes one (1) meal per day, five (5) days a week from Monday through Friday except for holidays when the Community Center dining rooms are closed. The current information regarding dining services on Campus and holiday closures appear in the Resident Handbook. (See Addendum H attached to this Agreement.) The daily charge for residents in a Comprehensive Care Unit and an Assisted Living Unit includes three (3) meals per day.

2. **Meal Credit.** If Resident is living in an Independent Living Unit and will be away from the Community for fourteen (14) or more consecutive days, Resident may obtain a credit for unused meals starting with day fifteen (15), provided that Resident gives **BGF** advance written notice that he or she will be away. Meal credits may be redeemed for guest meals. The maximum number of meal credits per year is limited to thirty (30) credits. If Resident is hospitalized, written notice shall be given as soon as practicable. Resident shall not be entitled to any other credits for unused meals when voluntarily absent from **BGF** including the carryout of meals by Resident in advance of absence or the carryout of meals by Resident's designee during absence.

3. **Home Delivered Meals.** If you are unable to dine with us in the Community Center due to illness, a take out/delivered dinner is available. See Addendum H, "Resident Handbook", for the current policy on home delivered and take out meals.

4. Special Dietary Requests. Special dietary requests relating to health conditions can be submitted through an Independent Living Additional Services Request Form. The Chef will communicate with you regarding the kitchen's ability to fulfill your request. The Culinary Services department endeavors to accommodate Resident health-related dietary requests whenever possible. Certain dietary requests and/or restrictions may not be accommodated at the Westbrooke Clubhouse restaurant in the independent living community.

5. Guest Meals. Resident may invite guests to meals in the Community Center per the guidelines in the Resident Handbook. (See Addendum H.) Guest meal charges will be included in the Resident's monthly statement. See Addendum C, "Schedule of Charges", for current charges.

F. Housekeeping.

1. Residents in Independent Living Units. Residents in Independent Living Units shall be responsible for all usual light housekeeping tasks. **BGF** will furnish housekeeping services every two (2) weeks, including vacuuming, mopping, and cleaning the bathroom and kitchen. Window washing will be provided on an annual basis. If Resident does not, or cannot, maintain his or her Independent Living Unit in a proper manner, **BGF**, after thirty (30) days written notice to Resident, shall have the right, with Resident's permission, to maintain the Independent Living Unit and the cost of such maintenance shall be billed on Resident's monthly statement. Notwithstanding the foregoing sentence, if Resident refuses to allow **BGF** to provide such maintenance, then **BGF** may terminate this Agreement in accordance with Section IX.C if Just Cause exists. (See Section IX.C of this Agreement for the definition of "Just Cause.")

2. Other Housekeeping Services. Trash removal and recycling pick-up is included in the Resident's Monthly Charge. Additional housekeeping services are available for an additional charge. See the current list of additional services provided by the housekeeping provider and available upon request to residents.

G. Maintenance, Repair and Security. Necessary repairs, maintenance, and replacement of property and equipment owned by **BGF** are performed and provided by **BGF**, except in the case of Resident's misuse or abuse of **BGF's** property or equipment. In such instance, Resident shall pay for repairs or maintenance per attached fee schedules. See Addendum C. Repairs,

maintenance and replacement of personal property of Resident will be the responsibility of Resident. Interior painting is an additional charge except for painting required as a result of a repair which is the responsibility of **BGF**.

BGF provides servicing of smoke alarms and emergency alarms in the independent living community. We encourage all independent living community members to contact management and/or the local authorities if there is awareness of an unusual activity occurring on Campus which is cause for alarm or distress. **BGF** staff members are on duty twenty-four (24) hours a day at the Assisted Living Facilities and the Nursing Center and monitor those facilities' emergency systems, e.g., smoke alarms, emergency alarms and doors.

H. Buildings and Grounds. **BGF** maintains all buildings and grounds in accordance with **BGF** current landscaping policies and procedures. **BGF** maintains all common areas including roads, driveways, lawns, sidewalks, trees and foundational plantings around living units. General pest control is provided outside of units to address external infestations. Pest control for the interior of the Independent Living Unit is the responsibility of each individual Resident.

I. Utilities. Resident shall be responsible for the initiation and maintenance of all accounts and payments associated with the following utilities: electricity, natural gas, cable or satellite television service, local and long-distance telephone service, internet service, maintenance and equipment. In addition to Resident's name on the account, Resident must add **BGF's** name to all electricity and natural gas accounts for the purpose of transitioning or monitoring the account as may be necessary. Resident is responsible for the timely direct payment of all utility bills. As parties to this Agreement, **BGF** and Resident acknowledge that utility services and costs are influenced by events beyond Resident's or **BGF's** control. Events such as inflation are usually expected, but utility costs may also be impacted by unusual occurrences as well. These events include, but are not limited to, failure, breakage, damage, result of normal use, and/or wear and tear of equipment, connections or any component of a utility delivery system inside or outside the unit (e.g. gas piping, fiber optics, electrical lines). Such failures may result in charges in each and all occurrences that result from such failures. **BGF** is not responsible for any increase in utility costs associated with the result of any of the above instances or similar occurrences. Water and sewer are included in the Monthly Charge. **BGF** provides pre-wiring for cable television and pre-wiring for telephone service.

J. Local Transportation. Scheduled local weekly shuttle service (i.e. to local grocery stores and shopping centers) is provided by **BGF** and is included in the Monthly Charge. Transportation to some activities sponsored by **BGF** is also included. Where space is limited, transportation is provided on a first-come,

first-serve basis. Transportation to medical appointments within a five (5) mile radius of the Campus is available for an additional charge, and must be scheduled at least one week in advance. If **BGF** is unable to provide Resident with transportation to medical appointments within the five (5) mile radius, **BGF** will arrange for such transportation, and will bill Resident for the cost plus twenty percent (20%). Resident is otherwise responsible for arranging and paying for any other transportation needed.

K. Programs. Programming for social and recreational activities are facilitated by **BGF**. See Monthly Community Calendar for details.

L. Other Services. Services for which an additional charge may be made, if provided, include: pastoral/counseling services; personal fitness training, group travel trips arranged for special cultural, social, sporting and scenic excursions; participation in fitness classes; daily delivery of local and metropolitan newspapers; laundry/dry cleaning pick-up and delivery; theater; special entertainment and activities; and for supplies used in connection with social and recreational activities. (See Addendum C “Schedule of Charges” for a listing of charges for other services.)

M. Taxes. **BGF** pays all real estate taxes assessed to the Community.

IV. HEALTH-RELATED ISSUES

A. **Comprehensive Nursing Care.** Should Resident ever require Comprehensive Nursing Care, Resident shall have priority admission to the Nursing Center. Although it is anticipated that bed space at the Nursing Center will be adequate to meet the demand for such space, **BGF** cannot guarantee the availability of space in the Nursing Center. Should space in the Nursing Center not be available when needed, **BGF** will utilize its best efforts to assist Resident in transferring to a comparable outside facility. Any Resident who temporarily Transfers to another facility may return to the Community as soon as **BGF** determines that an Accommodation is available appropriate for the Resident's needs. Transfers shall be made in accordance with **BGF's** policy on "Relocations and Transfers," Section VI herein.

B. **Assisted Living.** Should Resident's mental or physical condition necessitate supervision and assistance with the Activities of Daily Living, Resident shall have priority admission to **BGF's** Assisted Living Facility. Although it is anticipated that space in the Assisted Living Facility will be adequate to meet the demand for such space, **BGF** cannot guarantee the availability of space in the Assisted Living Facility. Should space in the Assisted Living Facility not be available when needed, **BGF** will utilize its best efforts to assist Resident in transferring to a comparable facility. Any Resident who temporarily transfers to another facility may return to the Community as soon as **BGF** determines that an Accommodation is available appropriate for the Resident's needs. Transfers shall be made in accordance with **BGF's** policy on "Relocations and Transfers," Section VI herein.

C. **Preventative Services.** **BGF** will provide preventative services such as group training, fitness classes especially designed to meet resident needs, and blood pressure screening as scheduled.

D. **Emergency Services.** Response to emergency situations is triggered through the emergency response system. **BGF** shall provide monitoring of the emergency response system and shall have the discretion to provide the service with onsite staff or through a contract service. Emergencies will be triaged by the staff member or an off-sight monitoring service and an emergency response formulated. Local emergency assistance will be provided as needed, and identified by the Resident's use of this system. Resident may be charged a fee of fifty dollars (\$50) for non-emergency use of the emergency response system.

E. Medical Director. *BGF* has designated a Maryland licensed physician to serve as Medical Director. The Medical Director is responsible for *BGF's* medical policies and review of medical care provided to continuing care residents in Campus healthcare settings. The Medical Director does not serve as an Attending Physician for Independent Living residents.

F. Attending Physician and Other Health Care Providers. Resident must select his or her own Attending Physician and other health care providers. Resident's Attending Physician or other health care providers must agree to follow the policies and procedures of *BGF* as well as applicable Federal and State laws, rules and regulations when attending Resident at the Community. For future convenience, Resident may desire to select an Attending Physician who attends residents at *BGF's* Assisted Living and Comprehensive Care Units. If so, *BGF* will provide a list of physicians who attend residents at *BGF*. Upon transfer to one of *BGF's* Assisted Living or Comprehensive Care Units, Resident may select one of *BGF's* staff physicians who are accepting new patients. *BGF's* staff physicians attend residents living in *BGF's* Assisted Living and Comprehensive Care Units and, if needed, coordinate hospital care with affiliated doctors for residents residing in these healthcare settings. In the event that home health care is needed on a temporary basis, *BGF* has a provider list that is available to Residents.

G. Social Services. *BGF's* staff will assist in coordinating Resident's health services and support services as needed, and as applicable, to the services available to continuing care residents in the different residential settings and in accordance with this Agreement. *BGF* does not offer medical or health services to residents residing in Independent Living Units. *BGF* offers support to independent living residents by providing awareness of available resources and processing information with residents and family members so independent living residents have access to information necessary to address evolving needs. In the event of a transfer to one of our healthcare settings, independent living staff will collaborate with resident(s), family and healthcare staff in order to promote as positive a transition as is possible.

H. Wellness and Fitness. *BGF* provides programs and services to assist Resident to stay well and fit. Resident is encouraged to engage in behaviors that optimize health. Resident must provide current documentation on an annual basis from an Attending Physician and undergo an annual assessment with the *BGF's* Assessment Nurse in order to qualify to participate in *BGF's* fitness classes and utilize *BGF's* fitness center. Charges for fitness and rehabilitation programs and for *BGF's* Assessment Nurse are listed in Addendum C, "Schedule of Charges".

I. Medical Records and Authorization to Release Information. *BGF* will maintain and disclose Resident's protected health information in accordance with Federal and State laws governing the confidentiality and disclosure of medical records.

J. Moving to a Higher Level of Care. Transfers shall be made in accordance with *BGF's* policy on "Relocations and Transfers," located at Section VI herein.

K. Health and Long-Term Care Insurance.

1. Health Insurance. During the term of this Agreement, Resident shall have and maintain medical insurance and supplemental medical insurance as may be available and appropriate to adequately insure Resident. For Residents age 65 and older, such medical insurance shall include Medicare Part A, Part B and Part D coverage and Carefirst Blue Cross Blue Shield 65+ supplemental coverage, or their equivalents. (Determination of equivalency shall be in *BGF's* sole reasonable judgment.) For Residents age 64 or younger, such medical insurance shall include participation/membership in an HMO or health insurance indemnity plan. From time to time, upon request from *BGF*, Resident shall provide evidence of the required medical insurance. The Nursing Center participates with Medicare and Medicaid, but *BGF* reserves the right to withdraw from such programs at its election if continued participation would be detrimental to the Community. Should Resident fail or neglect to arrange for such insurance coverage, Resident hereby authorizes *BGF* to make application on his/her behalf, to pay for Resident any premiums in connection with such insurance, and to bill such costs to Resident on the monthly statement.

2. Long-term Care Insurance. *BGF* encourages you to obtain information regarding long-term care insurance coverage.

L. Mental Illness or Active or Reportable Communicable Disease. *BGF* is not designed to care for persons who are afflicted with a psychosis or certain active or reportable communicable diseases. Any transfer based on such illnesses shall be made in accordance with *BGF's* policy on "Relocations and Transfers," Section VI herein.

M. Maryland Health Care Decisions Act. Under Maryland law, a competent individual has the right to make decisions concerning health care, including the right to accept or refuse treatment, and the right to make an advance directive, including a living will. *BGF* will provide information to each

resident regarding advance directives. **BGF** will comply with any advance directives, including living wills, and will honor the authority of a Health Care Agent or surrogate decision maker in accordance with Maryland law.

N. Private Duty Nurse/Nursing Assistant. If Resident would like a private duty nurse/nursing assistant in the Independent Living Unit, Resident is responsible for selecting a person licensed and/or certified according to Maryland laws and regulations. For Resident's convenience, **BGF** will provide a list of home health care providers to Resident. Resident is also responsible for paying the private duty nurse/nursing assistant and for notifying **BGF** that the Resident has hired a private duty nurse/nursing assistant. The person hired must meet **BGF's** standards and follow **BGF's** policies and procedures. Employees or agents of **BGF** may not serve as private duty nurses/nursing assistants in the Independent Living Unit without the written consent of **BGF**. **BGF** may Transfer Resident or recommend a Transfer of Resident in accordance with Sections VI.C.1 or 2 herein. If Resident's health status or behavior constitutes a substantial threat to the health or safety of the Resident or other residents, then **BGF** may terminate Resident for Just Cause in accordance with Section IX.C herein.

O. Other Ancillary Services. Other ancillary services, such as laboratory or pharmaceutical services may be available in the Community in the future. These types of services, if made available, will be for an additional charge, and will be provided by **BGF** or contracted through an outside provider. If the service is provided by an outside provider, you may be billed separately by the outside provider for the service. It is planned that such ancillary and other similar services will be phased in as the Community is developed. However, it shall be understood that the availability and offering of these services are not guaranteed and shall be at the sole discretion of **BGF**.

V. RIGHT OF SUBROGATION

In case of accident or injury to Resident caused or occasioned by third parties, and to the extent that **BGF** incurs costs, expenses and damages as a result thereof, **BGF** shall be subrogated to any claim or cause of action arising therefrom, including the right to reimbursement for the injury and all expenses incurred as a result thereof, and Resident hereby assigns all such rights of recovery to **BGF**. Resident agrees to sign a power of attorney authorizing **BGF** to prosecute such claims or causes of action in the name of Resident, or in its own name. After all costs, expenses and damages incurred by **BGF** (including, without limitation, reasonable attorneys' fees and the cost of care furnished to Resident by **BGF** because of such accident or injury) shall have been paid for and reimbursed to **BGF** by such subrogation, either from settlement, judgment, or otherwise, the balance of any collection made will be paid to Resident, or in the event of death of Resident, will be paid to Resident's estate, or the person entitled thereto.

VI. RELOCATIONS AND TRANSFERS

A. In General. A change in Accommodation from a Relocation or Transfer shall be governed by the provisions in this Section VI. If Resident wishes to transfer temporarily or permanently to the Assisted Living Facility or to the Nursing Center, Resident will be required to sign an additional separate agreement for either Assisted Living services or for Comprehensive Nursing Care services that will not be approved by the Maryland Department of Aging for compliance with legal requirements or coordination with this Agreement. Assisted Living and Comprehensive Nursing Care contracts and services are regulated by the Office of Health Care Quality within the Maryland Department of Health and Mental Hygiene.

B. Transfer or Relocation Requested by Resident. Resident may request a voluntary Relocation or Transfer to another Accommodation within the Community. Such request shall be subject to approval by **BGF** in its sole discretion, and shall be subject to availability and an assessment of Resident's level of care when Resident requests an Accommodation involving a change in level of care. If **BGF** approves the Resident's request and the Resident Relocates or Transfers to another Accommodation within the Community, this Agreement shall remain in effect. The Monthly Charge shall be adjusted as appropriate for the new Accommodation and the Resident shall be responsible for all costs of moving from one Accommodation to another.

If Resident moves to another Independent Living Unit that costs more money, Resident shall pay an additional Entrance Fee equal to the difference between the Entrance Fee paid by the Resident for the Independent Living Unit currently assigned and the then-current Entrance Fee for the Independent Living Unit requested. Otherwise, there shall be no new Entrance Fee when a Resident Relocates within the Community.

If Resident moves to another Independent Living Unit that costs less money, Resident is not entitled to an Entrance Fee refund at the time of Relocation unless such Relocation is due to the circumstances described in Section VIII.C.2 herein. Thereafter, Resident is entitled to that portion of the Entrance Fee which would be owed to Resident as if such Relocation had not occurred.

C. Temporary Relocations and Transfers by BGF.

1. **Emergency.** In an Emergency, it may become necessary to temporarily Relocate or Transfer you. During an Emergency, **BGF** may temporarily Relocate or Transfer you without your consent, and advance

notice will be provided to the extent practicable. Following an Emergency, when it is determined by **BGF** that care can safely and adequately be provided to you, you may return to your Accommodation, or to another Accommodation appropriate for your level of care. A temporary Relocation or Transfer resulting from an Emergency, shall not, in and of itself, establish Just Cause for termination of this Agreement. "Just Cause" is defined in Section IX.C herein.

2. Non-Emergency. Absent an Emergency, the Transition Committee may recommend that Resident: (i) temporarily Relocate or Transfer within the Community; or (ii) temporarily Transfer to an outside facility. A recommendation to Transfer will be made only when necessary for the protection of the health or safety of Resident. A recommendation to Relocate will be made only when necessary for the protection of the health or safety of Resident or for the general and economic welfare of other Residents of the Community. The Transition Committee will meet with Resident and/or Resident's Representative to discuss the recommended Relocation or Transfer. However, unless it is an Emergency, Resident may not be moved to a higher level of care without the Resident's consent (or, if Resident is not competent, the consent of Resident's Representative). If Resident temporarily Relocates or Transfers, Resident may return to his or her Accommodation, or to another Accommodation appropriate for Resident's level of care when it is determined by **BGF** that care can safely and adequately be provided to Resident. Furthermore, **BGF** may seek to terminate this Agreement if Just Cause exists pursuant to Section IX.C herein.

3. Charges During a Temporary Relocation or Transfer. During a temporary Relocation or Transfer, this Agreement shall remain in effect. If Resident temporarily Transfers to the Assisted Living Facility or to the Nursing Center, Resident shall pay the Monthly Charge in addition to the daily rate for the new Accommodation and for any additional services that are required. If Resident Transfers to an outside facility, Resident is responsible for the cost of any and all services provided by such facility.

D. Permanent Transfers by BGF. All recommendations involving permanent changes in Resident's living arrangement to a higher level of care will be made by the Transition Committee. A Transfer shall be considered permanent if, in the opinion of the Transition Committee at the time the Transfer is made, it is expected to be permanent, or Resident has been Transferred for three (3) months. Resident (and Resident's Representative if requested) will be invited to meet with the Transition Committee concerning any recommended permanent Transfer of Resident. **BGF** may seek to terminate this Agreement if Resident

refuses to Transfer upon the recommendation of the Transition Committee if Just Cause exists pursuant to Section IX.C herein.

If Resident permanently Transfers to another Accommodation within the Community, Resident's Monthly Charge will be adjusted as appropriate for the new Accommodation and any additional services that are required. If Resident Transfers permanently to an outside facility, this Agreement terminates and Resident is responsible for the cost of any and all services provided by such facility.

E. Vacating Accommodation/Removal of Personal Belongings. *BGF* may declare Resident's Accommodation vacant (i.e., ready for *BGF* to enter and begin preparation for occupancy by a new resident) if Resident Transfers on a permanent basis from Resident's Accommodation pursuant to Section VI.D above.

Arrangements shall be made by Resident or Resident's Representative to remove Resident's belongings from the Accommodation from which Resident is transferring within fourteen (14) days after Resident has transferred. In the event Resident's personal property is not removed within fourteen (14) days of Resident's departure, *BGF* shall remove the property and place it in storage at the Resident's risk and expense or *BGF* may choose to continue to charge Resident or Resident's estate the applicable Monthly Charge until Resident's personal property is fully removed. Any storage fees and/or additional Monthly Charges, which shall be prorated when applicable, will be withheld from any refund that may be due except if the refund due to the Resident is the "Statutory Refund" as that term is defined in Section IX.D.5 herein. See Section X.A of this Agreement regarding vacating your Accommodation.

F. Relocation or Transfer Made by One of Two Residents. In the event that one of two Residents sharing an Independent Living Unit dies, Relocates or Transfers on a permanent basis, the remaining Resident may continue to occupy the Independent Living Unit, or for medical or financial reasons as approved by the Executive Director, may move to a less costly Independent Living Unit when one becomes available. Any adjustments in the Monthly Charge will be made as set forth in Section VII.B.2.

G. Returning to your Accommodation Following a Temporary Relocation or Transfer. Following a temporary Relocation or Transfer, Resident may return to his/her Accommodation if his/her health status or behavior does not constitute a substantial threat to his/her health or safety or that of the other residents as determined by *BGF*. This Agreement remains in effect throughout Resident's stay in the Community, including if Resident is temporarily transferred to the hospital or another facility and later returns to the Community.

VII. FINANCIAL OBLIGATIONS OF RESIDENT

Resident agrees to pay **BGF** the non-refundable Processing Fee, the Entrance Fee, and commencing on the Occupancy Date, the Monthly Charge. Except as otherwise provided in this Agreement, the amounts described in the preceding sentence shall be all that Resident is required to pay for the services that **BGF** has specifically agreed to provide under this Agreement.

Resident agrees fees collected by **BGF** under this Agreement may only be used for purposes set forth in this Agreement. **BGF** may use fees paid by continuing care residents of the community for purposes both related and unrelated to the construction, operation, maintenance, or improvement of the community, including (a) for the furtherance of **BGF's** corporate mission to provide continuing care services to a diverse group of seniors in a warm, congenial atmosphere founded and operated under the core values of, and in the spirit of, Christian beliefs, (b) to distribute funds to affiliated entities, or (c) to benefit an affiliated community.

A. Entrance Fee. Resident agrees to pay an Entrance Fee (which includes a 10% deposit) to **BGF** in accordance with the schedule provided in Addendum A, "Fees to be Paid by Resident." The entire Entrance Fee shall be paid on or before the Occupancy Date. **BGF** assigns an Entrance Fee to each type of Independent Living Unit.

There are three (3) types of Entrance Fees at **BGF**: Ninety Percent (90%) Refundable, Fifty Percent (50%) Refundable and Seventy-Two (72) Month Declining Balance.

B. Monthly Charge. In addition to other payments required by this Agreement, Resident shall pay to **BGF** a Monthly Charge. A Monthly Charge is assigned to each type of Independent Living Unit based on single or double occupancy. When two residents reside in the same Independent Living Unit, one-half of the double occupancy Monthly Charge is attributable to each resident. If residents sharing an Independent Living Unit desire to make a single payment of the double occupancy Monthly Charge, one-half of the payment shall be deemed to have been made by each Resident. (See Addendum A for a listing of Monthly Charges for each type of Accommodation.)

1. Adjustment in Monthly Charge for increased operating costs. The Monthly Charge may be adjusted from time to time by **BGF**, in its discretion, based upon operating costs and other financial needs of **BGF** upon **FORTY-FIVE (45) DAYS** prior written notice to Resident.

2. Adjustment in Monthly Charge when one Resident leaves.
When two Residents occupy the same Independent Living Unit and one Resident leaves for any reason, the remaining Resident may continue to occupy the Independent Living Unit and pay the single occupancy Monthly Charge for that Independent Living Unit. With the approval of the Executive Director, the remaining Resident may transfer to a less costly Independent Living Unit, when one becomes available, and thereafter pay the Monthly Charge associated with such Independent Living Unit.

3. Cohabitation of Resident.

a. Resident and Non-Resident. After admission, if Resident requests to share his/her current Independent Living Unit with another person, who is not a resident of the Community ("Non-Resident"), Non-Resident must meet all entrance requirements including financial criteria. The Non-Resident will become a New Resident if he/she meets all entrance requirements including financial criteria. Resident and New Resident shall enter into a new residence and care agreement to which both Resident and New Resident shall be a party. **In such instance, there shall be no refund of the Entrance Fee and no new Entrance Fee shall be due upon the execution of the new residence and care agreement.** The Entrance Fee originally paid by Resident for the Independent Living Unit that is to be shared shall be considered to be the Entrance Fee for both Resident and New Resident under the new residence and care agreement. The Monthly Charge shall be increased to the double occupancy Monthly Charge for the type of Independent Living Unit to be shared, plus the cost of any changes based on services to be provided under the new residence and care agreement.

b. Resident Moves in With Another Resident in the Community. After admission, if Resident requests to move into and share the Independent Living Unit of another resident in the Community ("Existing Resident"), **then this Agreement shall terminate and Resident shall be entitled to a refund of the Entrance Fee calculated in accordance with Section IX herein.** Resident and Existing Resident shall enter into a new residence and care agreement to which both Resident and Existing Resident shall be a party. **In such instance, there shall be no refund of the Entrance Fee to Existing Resident and no new Entrance Fee shall be due upon the execution of the new residence and care**

agreement. The Entrance Fee originally paid by Existing Resident for the Independent Living Unit that is to be shared shall be considered to be the Entrance Fee for both Resident and Existing Resident under the new residence and care agreement. The Monthly Charge shall be adjusted to reflect the double occupancy Monthly Charge for the type of Independent Living Unit to be shared by the residents.

c. Resident Shares His/Her Independent Living Accommodation with Another Resident. After admission, if Resident requests to share his/her Independent Living Unit with another resident in the Community (the "Second Resident"), **then the Second Resident's residence and care agreement shall terminate and the Second Resident shall be entitled to a refund of the Entrance Fee calculated in accordance with Section IX herein.** Resident and the Second Resident shall enter into a new residence and care agreement to which both Resident and the Second Resident shall be a party. **In such instance, there shall be no refund of the Entrance Fee to Resident and no new Entrance Fee shall be due upon the execution of the new residence and care agreement.** The Entrance Fee originally paid by Resident, for the Independent Living Unit that is to be shared, shall be considered to be the Entrance Fee for both Resident and the Second Resident under the new residence and care agreement. The Monthly Charge shall be adjusted to reflect the double occupancy Monthly Charge for the type of Independent Living Unit to be shared by the residents.

d. Co-Habitation and a Seventy-Two (72) Month Declining Balance Entrance Fee. If a new residence and care agreement is signed pursuant to Section VII.B.3(a), (b) or (c) based upon a Seventy-Two (72) Month Declining Balance Entrance Fee, then amortization of the Entrance Fee will continue to begin as of the original date of occupancy, and the original date of occupancy will, therefore, be inserted as the date of occupancy in the new residence and care agreement.

4. Absences. In the event Resident is temporarily absent from the Community, such as during a temporary Relocation or Transfer, hospitalization or vacation, **BGF** will hold your Independent Living Unit provided that you continue to pay the Monthly Charge associated with the Independent Living Unit.

C. **Time of Payment.** On or around the eighteenth (18th) day of each month, the Resident will receive a detailed monthly statement which shall include: (i) the Monthly Charge for the current month; (ii) any credits including meal allowances; (iii) charges for additional services rendered the preceding month; and (iv) any other amounts due **BGF**. Amounts due per the monthly statement shall be paid to **BGF** on or before the tenth (10th) day of the following month.

D. **Resident's Covenant of Performance.** Resident agrees to pay, and to make provision for, future payment of his or her obligations hereunder. Resident represents that no gift of real or personal property has been made in contemplation of the execution of this Agreement, and agrees to make no such gift subsequent to its execution, which impairs Resident's ability or the ability of Resident's estate to satisfy the financial obligations under this Agreement. Resident also agrees to the following provisions:

1. **Failure to Make Payments.** In the event that any payment required under the terms of this Agreement is not paid on or before the tenth (10th) day of the following month after a bill has been rendered, a late fee of one and one-half percent (1½%) per month on the overdue amounts will be charged. Failure to pay amounts due under this Agreement may result in termination of this Agreement for Just Cause in accordance with Section IX.C herein. Acceptance of partial payment of amounts due does not constitute a waiver of the remaining amounts due unless **BGF** agrees in writing to a waiver. If this Agreement is terminated by **BGF** for non-payment of fees, **Resident shall be entitled to a refund in accordance with the provisions of Section IX.D.5.**

2. **Lack or Shortage of Income.** If Resident's sources of funds, including expenditures of principal, are inadequate for Resident to meet the obligations of Resident which arise under this Agreement, Resident will make every reasonable effort to obtain assistance from family or other available means. If such other means are insufficient or become insufficient to meet Resident's obligations hereunder, then Resident shall abide by the following provisions:

a. Resident shall notify **BGF** of financial hardship and inability to pay, providing such detail and supporting information that may be required by **BGF** to substantiate the Resident's financial condition. Based upon a review of the Resident's financial condition, **BGF's** Executive Director shall, if appropriate, establish a spending plan for Resident, or otherwise assist Resident in obtaining financial assistance.

b. In addition, Resident shall take the necessary steps to obtain local, State and/or Federal aid or assistance including, without limitation, Medicare and Medical Assistance, and Resident agrees to execute any and all documents necessary to make and perfect such claim or right.

c. If Resident fails to cooperate with the spending plan and/or fails to apply for Federal, State and local assistance, **BGF** may terminate this Agreement for Just Cause in accordance with Section IX.C. of this Agreement.

d. If all resources identified in the Resident's spending plan have been exhausted, the Resident does not qualify for government assistance, and there are no other available assets or resources from which to pay for Resident's care, **BGF** may elect to offset the cost of care against the refundable portion of Resident's Entrance Fee. With the exception of the Statutory Refund as described in Section IX.D.5.a, **Resident will not be entitled to a refund to the extent of such offset. BGF's** Executive Director shall have sole discretion to determine the total amount of the offset, which will be based upon Resident's financial and health situation as well as the financial and health situation of a joint resident.

3. Special Consideration for Subsidy. It is the policy of **BGF** not to terminate occupancy for the Resident's financial inability to pay, provided that the Resident is otherwise in compliance with the terms of this Agreement. To the extent that it is financially feasible, and in **BGF's** sole discretion, **BGF** will endeavor to assist residents who are unable to fulfill their financial obligations by partially subsidizing their cost of care through **BGF's** Resident Benevolent Care Fund.

4. Conditions of Subsidy. As a condition to receiving a subsidy from **BGF**, Resident agrees to the following:

a. Resident shall not sell or otherwise transfer property or assets without the written consent of **BGF**.

b. Resident shall enter into such financial powers of attorney, assignments or transfers as may be required for the purpose of making available to Resident and **BGF** any other assets of the Resident to offset Resident's financial need.

c. Resident shall provide a detailed financial statement and agrees to provide additional financial statements, copies of tax returns and certifications as may be requested from time to time by **BGF**.

d. Resident shall promptly notify **BGF** of any and all assets acquired through whatever means subsequent to receiving a subsidy. Resident agrees to assign or pay such portion of such property received by Resident to **BGF** as is equivalent to the amount owed by Resident to **BGF** in connection with such subsidy. Thereafter and until it is again determined that Resident cannot continue to meet the requirements which arise under this Agreement, Resident shall pay the full Monthly Charge. Resident agrees that any time a subsidy is provided, and from time to time thereafter until such subsidy is repaid, Resident will enter into such financial powers of attorney (which may be required to be in recordable form) as **BGF** shall in its discretion require.

e. Resident and Resident's estate shall be liable to **BGF** for the full amount of any subsidy received by Resident. This Agreement shall operate as a lifetime assignment, transfer and conveyance to **BGF** of so much of Resident's property as is necessary to cover such liability, and may be enforced against Resident or Resident's estate. **Any refund to Resident of the Entrance Fee shall be applied against Resident's obligation hereunder.** The right of **BGF** to set off any amounts owed to **BGF** by Resident against any refund of the Entrance Fee due to Resident is not applicable to the refund amount **BGF** is required by law to make in the context where **BGF** has terminated this Agreement pursuant to Section IX.C hereof.

f. The conditions of subsidy shall apply whether or not Resident is in residence at **BGF** at the time of death except if Resident has been discharged by **BGF** and all of the conditions of subsidy have been satisfied.

g. In order to reduce the amount of subsidy required, the Resident shall move into an Accommodation **BGF** recommends that is appropriate to the level of care needed by the Resident at that time.

5. Legal Guardian. If Resident becomes legally incompetent or is unable properly to care for himself or herself or his or her property, and no legal guardian has been appointed for Resident, then Resident authorizes **BGF** to seek to have a legal guardian for Resident appointed. If Resident has designated a person or legal entity to serve as his or her guardian, **BGF** shall seek to have such person so appointed. Under State law, **BGF** and any officer or employee of **BGF** is prohibited from acting as a legal guardian for Resident. Resident agrees to pay to **BGF** any attorney's fees and other reasonable expenses incurred in connection with obtaining appointment of a guardian for Resident if **BGF** is successful in obtaining such appointment.

E. Financial Statements. Resident has provided a detailed financial statement for admission into the Community, and further agrees to provide updated financial statements and tax returns to **BGF** to determine Resident's continued ability to meet Resident's financial obligations under the terms this Agreement as may be requested from time to time by **BGF** if Resident is behind in payments to **BGF**.

VIII. TERMINATION AND REFUNDS PRIOR TO OCCUPANCY DATE

A. Termination by Resident. Resident may terminate this Agreement for any reason before the Occupancy Date.

B. Automatic Cancellation. This Agreement is automatically canceled if, before the Occupancy Date, any of the following occurs:

1. *BGF* determines that Resident is ineligible for entrance into the Community;
2. Resident elects to terminate this Agreement for any reason;
or
3. Resident dies prior to the Occupancy Date; provided, however, that if two Residents have signed this Agreement and are going to occupy the same Independent Living Unit, this Agreement shall terminate only at the option of the survivor.

C. Refunds.

1. **Payment.** Upon termination of this Agreement for any reason prior to the Occupancy Date, Resident shall be entitled to a refund of all money paid by Resident, except for the following, within thirty (30) days of actual notice of termination:

- a. The non-refundable Processing Fee; and
- b. Any special additional costs that do not exceed the costs of modification or the reasonable costs of restoration actually incurred by *BGF* in connection with the modifications of the Independent Living Unit which were requested by Resident and described in Addendum B to this Agreement.

2. **Death of One Resident.** If one of two Residents who signed this Agreement dies prior to the Occupancy Date, the remaining Resident may, but is not required to rescind this Agreement. The surviving Resident may request a different Independent Living Unit, and *BGF* will refund or charge any difference in the Entrance Fee based on the type and occupancy status of the Independent Living Unit selected.

IX. TERMINATIONS AND REFUNDS AFTER THE OCCUPANCY DATE

A. Agreement Terminated by Resident. Resident has the right at any time after the Occupancy Date and prior to death to terminate this Agreement by delivering to **BGF** thirty (30) days prior written notice of intent to do so. Where practicable, **BGF** requests a sixty (60) day notice of termination in order to allow sufficient time to fill the vacancy and to expedite the refund of the Entrance Fee. At or prior to the termination date, Resident shall move from **BGF** and release his or her Accommodation. On the effective date of such termination, Resident's obligation to continue payments shall cease if Resident has vacated and released the Accommodation.

If two Residents have signed this Agreement, then either Resident may terminate it as to him/herself and this shall not effect a termination with respect to the other Resident. If this Agreement is continued by one of the Residents, the Entrance Fee shall be treated as having been paid on behalf of the remaining Resident, and no Entrance Fee refund will be paid to the Resident who is leaving.

The portion of the Entrance Fee to be refunded after the Occupancy Date, if any, is not held in trust or escrow for the benefit of Resident after the Occupancy Date.

B. Termination by Death. Unless sooner terminated by its own provisions, this Agreement shall terminate at the death of Resident, provided that the death of one of two Residents shall not effect a termination with respect to the other Resident. Upon such termination, all obligations of **BGF** shall cease, other than those relating to notifications, access to personal property and to any refund of the Entrance Fee that **BGF** is required to make as provided herein. **BGF** will continue to bill the estate for the Monthly Charge and/or daily rate until all of Resident's possessions have been removed from the Accommodation. Any personal effects of Resident in the Accommodation theretofore occupied shall thereupon be removed by Resident's Representative. See Section X.A of this Agreement regarding removal of personal property.

Resident agrees that **BGF** will not be held liable for failure to allow access to Resident's personal effects to Resident's Representative or designated person, provided that **BGF** shall exercise ordinary care in ascertaining the identity of the person to whom access is to be made. At the death of Resident, all Entrance Fees vested in **BGF**, Monthly Charges and daily rate paid, and any other assets deposited with **BGF** under this Agreement as payment of Resident's obligation hereunder shall thereupon become the permanent property of **BGF**.

C. **Termination by BGF.** *BGF* reserves the right to terminate this Agreement for “Just Cause” with at least sixty (60) days advance written notice to Resident. The movement or transfer of Resident to a facility outside the Community because of an Emergency may not, in and of itself, establish Just Cause for termination. In the event of a termination of one Resident from an Accommodation occupied by two Residents, the Resident not terminated from the Accommodation has the option to terminate this Agreement and receive a refund in accordance with Section IX.D.5 herein.

1. “Just Cause” means:
 - a. Nonpayment of an amount due under this Agreement (See Section VII.D.1 of this Agreement entitled “Failure to Make Payments”);
 - b. Material breach of:

this Agreement; or the written, reasonable rules of *BGF* that contractually bind the Resident; or
 - c. Health status or behavior that constitutes a substantial threat to the health or safety of the Resident or other residents.
2. A notice of termination shall include at least the following:
 - a. A statement of the intent to terminate this Agreement;
 - b. A statement of each reason for termination, which shall include at least one of the reasons stated in Section IX.C.1.;
 - c. The facts that serve as the basis for *BGF’s* decision to terminate this Agreement; and
 - d. The effective date of termination, which shall be at least sixty (60) days from the date Resident received notice of the termination.

D. Refunds.

1. Ninety Percent Refundable (90%) and Fifty Percent (50%) Entrance Fee Residents.

a. Ninety Percent (90%) Refundable Entrance Fee. Upon termination of this Agreement for any reason, including death, a Ninety Percent (90%) Refundable Entrance Fee Resident is entitled to a Ninety Percent (90%) refund of the Entrance Fee subject to any additional charges outstanding and owing to *BGF* through the effective date of termination. The refund shall be made in accordance with Section IX.D.6, and may be subject to a deduction in accordance with Section IX.D.8.

b. Fifty Percent (50%) Refundable Entrance Fee. Upon termination of this Agreement for any reason, including death, a Fifty Percent (50%) Refundable Entrance Fee Resident is entitled to a fifty percent (50%) refund of the Entrance Fee subject to any additional charges outstanding and owing to *BGF* through the effective date of termination. The refund shall be made in accordance with Section IX.D.6, and may be subject to a deduction in accordance with Section IX.D.8.

2. Seventy-Two (72) Month Declining Balance Entrance Fee. Upon termination of this Agreement for any reason, including death, a Seventy-Two (72) Month Declining Balance Entrance Fee Resident shall be entitled to a refund of that portion of the Entrance Fee that has not amortized at the time of such termination. For purposes of calculating a refund for the Seventy-Two (72) Month Declining Balance Entrance Fee, any portion of a month of occupancy will be considered a full month. The refund shall be subject to any additional charges outstanding and owing to *BGF* through the effective date of termination. The refund shall be made in accordance with Section IX.D.6, and may be subject to a deduction in accordance with Section IX.D.8.

3. Relocation to a Less Costly Independent Living Unit. Should Resident Relocate to a less costly Independent Living Unit, Resident is not entitled to an Entrance Fee refund at the time of Relocation. Thereafter, Resident is entitled to that portion of the Entrance Fee which would be owed to Resident as if such Relocation had not occurred.

4. Death or Withdrawal of One of Two Residents. If the Entrance Fee has been paid on behalf of two residents, then in the event of the death or withdrawal from the Community of one of the residents, the Entrance Fee shall be deemed to have been paid on behalf of the surviving or remaining resident.

5. Termination by BGF. If Resident leaves the Community because this Agreement is terminated by BGF for Just Cause, BGF shall refund Resident's Entrance Fee as follows:

BGF shall pay within sixty (60) days from the time this Agreement is terminated, the greater of: (i) the Entrance Fee refund, if any, or (ii) the "Statutory Refund" which is equal to the total Entrance Fee divided by the Resident's years of expected lifetime¹ at admission, multiplied by the Resident's years of expected lifetime at termination. When the Statutory Refund is paid because of BGF's discharge of one or both Residents, it is calculated on the assumption that the Entrance Fee is attributable in equal shares to each Resident. One-half (1/2) of the Entrance Fee is multiplied and divided by the appropriate life expectancy of each Resident and, if to be paid to both Residents, the results added to determine the total refund.

In the event of a discharge of one Resident, the Resident not discharged may terminate this Agreement and receive a refund based on the same formula.

If the non-discharged Resident elects to remain in the Accommodation, payment of the remainder of the Entrance Fee refund, if any, will not occur until the remaining Resident leaves the Community and his or her residence and care agreement is terminated.

¹ Years of expected lifetime shall be computed for both purposes at the time of termination and be based upon the life tables of the U. S. Department of Health and Human Services (or the equivalent thereof if such agency is no longer in existence) and most recently published at the time of termination.

6. Time for Payment of Refunds.

a. Prior to Occupancy Date. For termination prior to the Occupancy Date, Resident is entitled to a refund within thirty (30) days of BGF's receipt of notice of such termination.

b. Termination by Resident Within the First Ninety (90) Days of Occupancy. If Resident terminates this Agreement by Resident's election or death within the first ninety (90) days of occupancy, then any refund of the Entrance Fee paid by Resident shall be paid within thirty (30) days after the earlier to occur of: (1) the re-contracting of the Resident's unit by: (i) another resident for whom an entrance fee has been paid; or (ii) by another party who is not a continuing care resident; or (2) the later to occur of: (i) the ninetieth (90th) day after the date the written termination notice is given or of death; or (ii) the day the independent living units at the facility have operated at ninety-five percent (95%) of capacity for the previous six (6) months.

c. Termination by Resident After the First Ninety (90) Days of Occupancy. If Resident terminates this Agreement by Resident's election or death after the first ninety (90) days of occupancy, then any refund of the Entrance Fee paid by Resident shall be paid within sixty (60) days after the Resident's death or the effective date of termination, if on the date of death or at any time between the date the written termination notice is given and the effective date of termination the following conditions exist: (1) Resident no longer resides in a unit at the level of care which Resident resided upon initially entering BGF; and (2) the last unit in which Resident resided at the initial level of care on entering the facility has been occupied by or reserved for another resident who has paid an entrance fee.

d. Termination by BGF. If this Agreement is terminated by BGF, payment of the refund shall be made within sixty (60) days after the later of: (1) the effective date of Resident's discharge from BGF, or (2) Resident vacating the Living Accommodation.

e. Termination by Resident Not Meeting the Requirements of Section IX.D.6.c. When this Agreement is terminated after the first ninety (90) days of occupancy under the provisions of Sections IX.A and B hereof, and the Resident does

not meet the requirements of Section IX.D.6.c above, such payment shall be deferred until: (i) the Resident's Living Accommodation has been vacated and Resident has removed his or her belongings therefrom; and (ii) BGF has accepted and entered into a Residence and Care Agreement with a new resident who has accepted and paid the Entrance Fee for the Independent Living Unit formerly assigned Resident. In the event of termination due to death, BGF may require letters of administration before the refund is paid.

7. Beneficiary Designation. For Entrance Fee refunds payable under the terms of this Agreement due to death on or after occupancy, the Resident may designate that the Entrance Fee refund, if any, be sent to a beneficiary chosen by the Resident. The Resident shall use BGF's form entitled "Beneficiary Designation - Entrance Fee Refund," attached as Addendum D, to designate the beneficiary of their choice. If no designation is made, the Entrance Fee refund, if any, will be sent to the estate of Resident.

8. Additional Deductions from Refund. In the event that pursuant to the provisions of Sections VII.D.3. and 4. of this Agreement, BGF subsidizes Resident, in whole or in part, the refund otherwise due under this Section IX.D shall be reduced by the amount of such subsidy. In the event that pursuant to the provisions of Section IV.K.1. herein, BGF acquires a policy or policies of insurance on Resident, to the extent that the premiums for such insurance have not been paid, such premiums also shall be deducted from the amount of any refund otherwise due under this Section IX.D. Furthermore, if Resident owes BGF any outstanding fees, the refund otherwise due under this Section IX.D shall be reduced by such amount. Notwithstanding any of the foregoing provisions, if Resident is entitled to receive the Statutory Refund described in Section IX.D.5.a., the refund to Resident shall not be reduced beyond the amount of the Statutory Refund.

9. Temporary or Permanent Relocations. Resident shall not be entitled to a refund of the Entrance Fee due to any temporary or permanent Relocation or Transfer that occurs during the term of this Agreement.

10. Efforts to Satisfy Refund Conditions. BGF agrees to make reasonable efforts to satisfy the conditions for payment of the Entrance Fee refund.

E. Resident's Review of Refund Terms. Resident acknowledges reviewing all of the terms of the Entrance Fee refund clauses and provisions contained in this Agreement.

X. OTHER CONDITIONS

A. VACATING ACCOMMODATIONS.

1. Condition. When Resident permanently leaves their Accommodation either by Relocation, Transfer, death, termination or discharge, Resident will remove, or arrange for the removal of, Resident's personal property from the Accommodation. The Accommodation shall be left reasonably clean and undamaged. Resident or Resident's estate shall be responsible for the cost of repairing any damage to the Accommodation, apart from reasonable wear and tear, and Resident or Resident's estate shall also be responsible for the cost of restoring the unit to its original condition per Addenda B and G.

2. Removal of Personal Property. In the event Resident's personal property is not removed within fourteen (14) days of Resident's departure, **BGF** shall remove the property and place it in storage at the Resident's risk and expense or **BGF** may choose to continue to charge Resident or Resident's estate the applicable Monthly Charge until Resident's personal property is fully removed. Any storage fees and/or additional Monthly Charges, which shall be prorated when applicable, will be withheld from any refund that may be due except if the refund due to the Resident is the "Statutory Refund" as that term is defined in Section 1X.D.5.a herein. If Resident's property is not claimed within six (6) months, **BGF** reserves the right to sell or otherwise discard the property. Any proceeds, in excess of amounts due **BGF**, will be remitted to Resident or Resident's estate.

B. Guests. No person other than Resident may occupy the Accommodation. Residents who reside in an Independent Living Unit are permitted to have guests stay in their Independent Living Unit for a defined period of time. (See Resident Handbook – Guests.) To maintain the security of **BGF**, guests staying overnight must be registered. Guests staying for more than one week shall require the prior permission of **BGF**. If permission is granted, such persons shall acquire no rights or privileges under this Agreement.

Any costs associated with guests (i.e., guest meals and guest accommodations) will be treated as additional costs to Resident.

C. Tax Advice. Each person considering executing this Agreement should consult with his/her tax advisor regarding the tax consequences associated with this Agreement, including the possibility that the Internal Revenue Service may impute interest income to a resident as a result of the payment and subsequent refund of the Entrance Fee.

D. Arrangements for Personal Representative and Durable Power of Attorney, Guardianship and Funeral.

1. Personal Representative and Durable Power of Attorney. Resident is strongly urged to execute a durable power of attorney authorizing a person to act on behalf of Resident with respect to: (a) Resident's real and personal property in the event of Resident's incompetence or death; and (b) health care decisions if Resident is not able to make health care decisions for him or herself. Resident may choose to appoint a Health Care Agent to be responsible for making health care decisions in lieu of executing a durable power of attorney for health care, if Resident is not able to make health care decisions for him or herself. Resident agrees to provide **BGF** updated information regarding how to reach these individuals on an annual basis or whenever Resident becomes aware of changes.

2. Legal Guardian. If Resident becomes legally incompetent or is unable to properly care for himself or herself or his or her property, and if Resident's Representative and/or durable power of attorney are not available, then Resident hereby authorizes **BGF** to nominate a person or entity to serve as legal guardian of Resident's property when qualified according to law. Resident agrees to pay to **BGF** and its designee any reasonable attorneys' fees and other reasonable expenses incurred in connection with such a guardianship if **BGF** prevails.

3. Funeral and Burial Arrangements. Resident is strongly urged to make proper arrangements within ninety (90) days of the Occupancy Date for funeral and burial. Resident agrees to provide **BGF** with the following information: name and address of funeral director; names and addresses of persons who should be notified; location of will; names and addresses of lawyer and personal representative; names and addresses of any banks, trust officers, etc.; names and addresses of person or persons entitled to remove Resident's personal effects and information necessary to complete a death certificate. **BGF will not be responsible for making burial or funeral arrangements.** Resident and Resident's estate shall reimburse **BGF** for any expenses advanced by **BGF** for such arrangements or services.

E. Rights and Obligations of Resident as to Property.

1. Right of Entry. **BGF** acknowledges and hereby agrees to respect Resident's right to privacy and agrees to limit uninvited entry into the Resident's Accommodation to emergency situations and scheduled or authorized work as set forth in this paragraph. Authorized personnel will knock on Resident's door before entering. Similarly, Resident recognizes and accepts the responsibility of **BGF** to enter Resident's Accommodation in order to carry out the purposes of this Section X.E.1. Such entry includes:

- a. Performance of scheduled housekeeping;
- b. Response to the medical alert system;
- c. Response to automatic fire alert system;
- d. Entry by authorized personnel in the event that Resident is reported as missing or as not having responded to a call; and
- e. Maintenance procedures.

2. Rights to Property. The rights and privileges granted to Resident by this Agreement do not include any right, title or interest in any part of the personal property, land, buildings, improvements and any other assets owned, leased, or administered by **BGF**. Resident's rights are primarily for services, with a contractual right of occupancy. Except as may be limited by rights arising under Sections 10-401 through 10-499 of the Human Services Article of the Annotated Code of Maryland (the "Continuing Care Act"), all rights, privileges, and benefits of Resident under this Agreement shall be subordinate to any lease, mortgage, deed of trust or security interest, whether in existence as of the date this Agreement is executed or created at any time thereafter, on or in all assets of **BGF**, including without limitation all premises, fixtures, equipment, furnishings, inventory, accounts receivable, revenues, cash, securities, books and records or other assets of any nature of **BGF**, whether now existing or hereafter acquired, and to all amendments, modifications, replacements, or refunding of any such lease, mortgage, deed of trust or security interest. Resident agrees that upon request he or she will execute and deliver any document which is required by **BGF** or by the holder of any such lease, mortgage, deed of trust or security interest, to effect such subordination or to evidence the same.

3. Responsibility for Damages.

a. Negligence of Resident. Any loss or damage to real or personal property owned by **BGF** and caused by the negligence of Resident shall be charged to and paid for by Resident. **Resident is required to obtain insurance to protect against such losses at his or her own expense.**

b. Negligence of other residents and their invitees. If any negligence of another resident or the invitee of another resident results in injury, illness or damage to Resident, **BGF** assumes no responsibility therefor, and Resident hereby releases and discharges **BGF** from all liability or responsibility for injury or damage to Resident or to Resident's personal property caused by the fault or negligence of other residents or their invitees. **Resident is required to obtain insurance to protect against such losses at his or own expense.**

c. Negligence of **BGF**. The liability of **BGF** for damage to or loss of Resident's personal property shall be limited to damage or loss caused by the negligent acts or omissions of **BGF**, or its employees acting within the scope of their employment. **BGF** shall not be responsible for any interruption of services caused by labor disputes, governmental orders and requirements, acts of God and other circumstances beyond its control.

4. Responsibility for Protection of Resident's Property and Insurance. **BGF** shall not be responsible for the loss of any personal property belonging to Resident due to theft, fire or any other cause, unless caused by **BGF's** negligent acts or omissions or those of its employees or agents. **Resident is required to obtain insurance to protect against such losses at his or her own expense.**

5. Responsibility for Motorized Wheelchairs/Carts/Scooters. Resident shall operate a motorized wheelchair/cart/scooter or similar device ("POV") in compliance with **BGF's** POV Policy. **BGF** shall not be responsible for any loss, damage, cost or expense suffered or incurred relating in any manner to any injury or damage caused by Resident with regard to Resident's use, ownership, storage, maintenance or operation of the POV. Resident shall have the responsibility at his/her own expense for the storage, use, maintenance, operation and insurance associated with such POV. Furthermore, it is recommended that Resident obtain liability insurance to protect against liability for injury or damage caused by

Resident's use of a POV. See Addendum H, "Resident Handbook", for the current POV Policy.

F. Policies and Procedures. *BGF* reserves the right to make written, reasonable rules, policies and procedures. Resident agrees to abide by all such written reasonable rules, policies and procedures, and generally to conduct himself or herself in such a manner as to promote the peace and harmony of the Community.

G. Unauthorized Use. Resident's Accommodation shall not be used in violation of any zoning restrictions or any applicable laws, regulations or codes.

H. Forms Made a Part of this Agreement. The information submitted by Resident to *BGF* in making application for residence is made a part hereof, including Resident's Application for Residence and the Fact Sheet. Knowing that *BGF* will rely on the Resident's statements made in such forms, Resident warrants that all statements made there are true and complete. Resident specifically warrants that there has been no change in the medical information or financial information contained in Resident's Application for Residence between the date such information was provided and the date of this Agreement.

I. Resident Agrees to Update Health and Financial Information Periodically. Resident agrees to provide health and financial information periodically when there is a change in status or at the request of *BGF* to determine whether additional health care services or financial assistance may be needed by Resident in the foreseeable future. Resident agrees to provide *BGF* with a minimum of two (2) emergency contacts with complete contact information and to update this information with *BGF* annually or when there is a change.

J. Resident Rules and Residents' Association. Residents of the Community have the right to organize and operate a residents' association at the Community and to meet privately at the Community to conduct business. *BGF* currently has a Residents' Association which meets privately on the Campus to conduct its business. *BGF* reserves the right, either directly or through *BGF's* Residents' Association, to adopt written, reasonable rules which contractually bind the Resident, and which may be amended from time to time.

K. Pets. If you wish to keep a pet in your Independent Living Unit, you must first register your pet and receive advance written approval from the Executive Director before moving the pet into your Independent Living Unit. If approved and with payment of the then current nonrefundable pet fee, you shall be limited to keeping one of the following: one dog, one cat, two birds (type of birds

limited to parakeets, lovebirds and small finches), or fish (maximum thirty (30) gallon tank). Any requests for exceptions must be made in writing to the Executive Director. If you keep a pet in your Independent Living Unit, you shall be fully liable for any and all damages caused by such pet to the Independent Living Unit, the premises or property of **BGF**, and the premises or property of other residents, and you shall be fully liable for all actions of your pet. In addition, you shall (i) sign and abide by **BGF's** Pet Policy, and (ii) complete a Pet Information Form. The Pet Policy and Pet Information Form will be provided to a prospective resident, if applicable, prior to signing a Residence and Care Agreement. Resident's pets must be registered and approved prior to the execution of a Residence and Care Agreement. If a Resident elects to obtain a pet after the date of occupancy, Resident agrees to contact the Executive Director or his/her designee in order to first gain approval for the pet; sign and abide by **BGF's** Pet Policy; and complete a Pet Information Form before bringing the pet into the Independent Living Unit.

L. Delegation by Executive Director or Medical Director. Any authority or responsibility given by this Agreement to the Executive Director may be delegated by the Executive Director to another administrative employee. Any authority or responsibility given by this Agreement to the Medical Director may be delegated by the Medical Director to another appropriately-licensed practitioner. Any authority or responsibility given by this Agreement to Resident's Attending Physician may be delegated by that Attending Physician to another appropriately-licensed practitioner to the extent permitted by the Medical Director.

M. Financial or Disclosure Statement. **BGF** shall make available to Resident, upon request and at least annually, any certified financial statement or disclosure statement of **BGF** transmitted to the Maryland Department of Aging. In addition, copies of all materials that **BGF** submits to the Department of Aging and that are required to be disclosed under the Public Information Act, shall be made readily available by **BGF** to its residents for review at **BGF's** corporate office.

N. Resident Waiver of Medically Ordered Restrictions. Resident acknowledges that failure by **BGF** to implement medically ordered limits or restrictions at any time to Resident could expose **BGF** to liability claims. In the event that Resident (or Resident's Representative or legal guardian) shall request that **BGF** not implement medically ordered restrictions or limits, Resident agrees to execute (or have executed on Resident's behalf), such waivers as shall reasonably be required by **BGF**, including a waiver of any claim of negligence for failure by **BGF** to implement such restrictions or administer such care, provided that this sentence shall not imply any liability on the part of **BGF** if such waivers are not obtained.

O. Litigation Expenses. The Resident agrees to pay *BGF* its reasonable costs and expenses including, but not limited to, reasonable attorneys' fees in the event that *BGF* must institute litigation for the collection of any fees due under this Agreement and only if *BGF* prevails in such litigation.

P. Grievance Procedure. There is an internal grievance procedure to investigate the grievances of Residents. A copy of *BGF's* internal grievance procedure is set forth in its Disclosure Statement.

XI. CERTIFICATE OF REGISTRATION

A preliminary certificate of registration or certificate of registration is not an endorsement or guarantee of this facility by the State of Maryland. The Maryland Department of Aging and *BGF* urge you to consult with an attorney and a suitable financial advisor before signing any documents, including but not limited to, this Agreement.

XII. DIFFERENCES IN FACILITY REQUIREMENTS

If there are differences between the requirements for continuing care certification and the licensure requirements for assisted living and comprehensive care facilities, the applicable requirements most favorable to Resident will prevail while Resident is residing in an Assisted Living or Comprehensive Care Unit.

XIII. ACKNOWLEDGMENT: RESIDENT'S RECEIPT OF DOCUMENTS

A. Disclosure Statement. *BGF* represents and Resident acknowledges that Resident has received a copy of *BGF's* latest Disclosure Statement and its Exhibits at least two (2) weeks before signing this Agreement. Resident has reviewed the Disclosure Statement provided.

Resident Signature

Date

Resident Signature

Date

B. Certified Financial Statement. *BGF* represents and Resident acknowledges that Resident has received a copy of *BGF's* latest certified financial statement at least two (2) weeks before signing this Agreement. Resident has reviewed the Certified Financial Statement provided.

Resident Signature

Date

Resident Signature

Date

C. Written Rules of BGF. *BGF* represents and Resident acknowledges that Resident has received, at least two (2) weeks before signing this Agreement, a copy of the current version of the written rules of *BGF* which are contained in the Resident Handbook and also attached to this Agreement as Addendum H, and subject to change by *BGF* from time to time. Resident has reviewed the Resident Handbook.

Resident Signature

Date

Resident Signature

Date

D. Residence and Care Agreement. *BGF* represents and Resident acknowledges that Resident has received, at least two (2) weeks before signing this Agreement, this Residence and Care Agreement form with its Fact Sheet, Exhibit and Addenda. Resident has reviewed this Residence and Care Agreement form with its Fact Sheet, Exhibit and Addenda.

Resident Signature

Date

Resident Signature

Date

XIV. MISCELLANEOUS PROVISIONS

A. **Amendment.** No amendments to this Agreement will be valid unless in writing and signed by both Resident and **BGF**. This Agreement may not be amended without prior approval of the Maryland Department of Aging.

B. **Severability.** The invalidity or unenforceability of any part of this Agreement will not impair or affect the validity or enforceability of the rest of this Agreement, except that the Resident may rescind this Agreement at any time if the terms of this Agreement are in violation of the terms of the Continuing Care Act and Resident is injured by the violation.

C. **Joint and Several Rights.** When there are two Residents, the rights and obligations of each Resident are joint and several, except as the context of this Agreement otherwise requires.

D. **Legal Remedies.** If **BGF** does not comply with the terms of the Continuing Care Act and Resident is injured thereby, Resident shall have the right to enforcement of benefits afforded hereunder and under the Continuing Care Act. Resident may rescind this Agreement at any time if its terms are in violation of the terms of the Continuing Care Act and Resident is injured by the violation. In such case, Resident is entitled to treble damages for extensive injuries arising from the violations. In addition, under the Continuing Care Act, in the event Resident is injured by a violation of the Continuing Care Act, Resident may bring an appropriate action for equitable relief or an action for the recovery of damages in any court of general jurisdiction and, if a judgment is rendered in Resident's favor, the court may award reasonable attorneys' fees to Resident.

E. **Agency.** The execution of this Agreement on behalf of **BGF** will be by the duly authorized agent of **BGF**. No officer, director, agent or employee will have any personal liability to Resident under this Agreement under any circumstances.

F. **Binding Obligation.** This Agreement shall inure to the benefit of the parties hereto, their successors, heirs, and representatives.

G. **Entire Agreement.** This Agreement constitutes the entire Agreement between Resident and **BGF**.

H. Governing Law. All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, not the law of conflicts, of the State of Maryland.

I. Non-Discrimination. No person shall be subject, on the basis of race, color, religion, sex, lifestyle, handicap or national origin, to discrimination in the terms or conditions for admission to, the provision of services in, or any termination from, any Accommodation.

J. Assignment. Resident hereby agrees that the admission of each resident to **BGF** is based on the unique financial and health conditions of each applicant and that, therefore, this Agreement may not be transferred or assigned, in whole or in part, by Resident.

The parties acknowledge their agreement to the foregoing and Resident agrees to abide by the written, reasonable rules, policies and procedures of **BGF**, as they now exist in the Resident Handbook or as they may be later amended, and Resident acknowledges receipt of a copy of the Resident Handbook.

WITNESS:

BROOKE GROVE FOUNDATION, INC.
d/b/a Brooke Grove Retirement Village

By: _____
Executive Director

Resident Date

Second Resident (if applicable) Date

February 2013
2021238v3

**ADDENDUM A
TO THE RESIDENCE AND CARE AGREEMENT
FEES TO BE PAID BY RESIDENT**

I. **NON-REFUNDABLE PROCESSING FEE.** **\$150.00 Per Individual**

II. **REFUNDABLE PRIORITY LIST DEPOSIT.** **\$1,000.00 Per Individual**
\$1,500.00 Per Couple

III. **ENTRANCE FEE.** Resident has selected the following Entrance Fee (indicated by an "X"):

_____ Ninety Percent (90%) Refundable;

_____ Fifty Percent (50%) Refundable.

_____ Seventy-Two (72) Month Declining Balance

IV. **MONTHLY CHARGE.** Based on the Independent Living Unit I/we have selected, the Monthly Charge is \$_____, subject to periodic adjustment. I/we understand that there will be additional charges if I/we want additional services and/or to participate in activities not included in the Monthly Charge.

BGF Residence and Care Agreement Addendum A-1
2025

month after a bill has been rendered, a late fee of one and one-half percent (1½%) per month on the overdue amounts will be charged.

VI. SUMMARY OF CERTAIN CHARGES.

Non-refundable Processing Fee	\$_____
Refundable Priority List Deposit	\$_____
Ten Percent (10%) Deposit	\$_____
Total Entrance Fee (see III above)	\$_____
Structural Changes/Redecoration (if applicable)	\$_____
Nonrefundable Pet Fee (if applicable)	\$_____
TOTAL ONE-TIME PRE-OCCUPANCY CHARGES AGREED TO BE PAID BY RESIDENT	\$_____

WITNESS:

**BROOKE GROVE FOUNDATION, INC.
d/b/a Brooke Grove Retirement Village**

_____	By: _____
	Executive Director
_____	_____
	Resident Date
_____	_____
	Second Resident (if applicable) Date

BROOKE GROVE FOUNDATION, INC.
d/b/a Brooke Grove Retirement Village
TABLE OF ENTRANCE FEES AND MONTHLY CHARGES ASSOCIATED
WITH EACH TYPE OF ACCOMMODATION AND OCCUPANCY

Independent Living Unit	72 Month Declining Balance	Fifty Percent Refundable Entrance Fee (50% Refund)*	Ninety Percent Refundable Entrance Fee (90% Refund)*	Monthly Charge**	
				1st Person	2nd Person
<u>Isaac Briggs/Briggs Creek</u> Approx. – 1,350 sq. ft (2 BR, 2 BA) Varied Briggs' Features Include: Screened Porch, Flooring Upgrade	\$321,900 to \$339,200	\$482,900 to \$500,100	\$613,800 to \$661,000	\$3,146	\$1,025
<u>Marston/Marston Manor</u> Approx. 1,500 sq. ft. (2 BR, 2 BA) Varied Marston Features Include: Gas Fireplace, Sunroom, Screened Porch, Flooring Upgrade, Extra Garage, etc.	\$352,200 to \$447,000	\$528,200 to \$623,100	\$704,300 to \$799,200	\$3,556	\$1,025
<u>Brooke/Brooke Meadow</u> Approx. 2,000 sq. ft. w/ finished basement*** (2 to 3 BR, 2 to 3 BA, some with Den) Varied Brooke Features Include: Gas Fireplace(s), hardwood flooring	\$498,300 to \$570,400	\$747,500 to \$835,600	\$996,500 to \$1,101,000	\$4,417	\$1,025
<u>One-level Brooke</u>	\$415,100 to \$448,600	\$620,300 to \$653,900	\$825,700 to \$859,300	\$3,988	\$1,025
Standard Features for ALL cottage styles include: 9 foot ceilings, ceramic tile foyer, oversized one-car garage, ceiling fans, roll-out kitchen cabinets, covered front porches, custom neutral pleated shades on all windows.					

*As per Residence and Care Agreement

**Monthly Charge and second person fees increase every Spring and are subject to change at any time in accordance with the Residence and Care Agreement.

***Finished Basement Styles include:

Basement A	Recreation Room and One Full Bath
Basement B	Recreation Room, full bath, plus 3 rd Bedroom
Basement C	Recreation Room, full bath, 3 rd Bedroom & Office/Den

BROOKE GROVE FOUNDATION, INC.
d/b/a Brooke Grove Retirement Village

ADDENDUM B
TO THE RESIDENCE AND CARE AGREEMENT
STRUCTURAL CHANGES/REDECORATION

Resident (to include both Residents if two have signed this Addendum) has requested that the following custom improvements/alterations be made to Resident's Accommodation:

Resident agrees that the charge payable for such improvements/alterations is _____ Dollars (\$_____).

Payment is to be made as follows:

_____	\$ _____
_____	\$ _____
_____	\$ _____
Total	\$ _____

The costs for structural changes/redecoration incurred by *BGF* are not refundable.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The Resident ____ will/ _____ will not (indicate which) be required to pay for restoration of the Accommodation to its original condition when the Resident releases the Accommodation. If so, the cost of such restoration is estimated to be _____ Dollars (\$_____). This estimate is not a guaranteed price for restoration and is subject to changes in inflation and the cost of materials, labor and equipment.

WITNESS:

**BROOKE GROVE FOUNDATION, INC.
d/b/a Brooke Grove Retirement Village**

Executive Director

Resident

Date

Second Resident (if applicable) Date

**BROOKE GROVE FOUNDATION, INC.
d/b/a Brooke Grove Retirement Village**

**ADDENDUM C
TO THE RESIDENCE AND CARE AGREEMENT
SCHEDULE OF CHARGES**

NOTE: The information provided below is current as of the date you sign the Residence and Care Agreement. However, the Schedule of Charges is subject to increase at any time upon FORTY-FIVE (45) DAYS prior written notice to Residents. You will receive an updated copy of the Schedule of Charges 45 days in advance before any increase will become effective.

Description of Item or Service	Charge
Beauty Salon and Barber Shop	See current service options with associated charges posted in the Beauty Salon and available upon request to residents and prospective residents.
Wellness and Fitness Program	<u>Individualized fitness programming shall be at an additional expense of \$70.00 per hour or \$40.00 per half hour. Other fitness classes are subject to varying fees per class.</u>
Health Assessment by Registered Nurse (if requested by resident)	<u>\$150.00 per resident per assessment.</u>
Rehabilitation Services	Must be arranged by resident with the rehabilitation provider who will then bill the resident directly at prevailing rates.
Housekeeping/ Additional Services	See current fee schedule for additional services (provided by contracted housekeeping provider and available at Westbrook Clubhouse).
Newspapers (and other Reading Materials)	Newspapers and other reading materials delivered to resident must be arranged directly with the newspaper/ magazine by resident.
Landscaping/ Additional Landscaping Related Services	\$45.00 per hour + materials and equipment at a 20% mark-up.
Maintenance/ Additional Maintenance Related Services	\$55.00 per hour + materials and equipment at a 20% mark-up.
Additional keys	\$5.00
Guest Meals: dinner only	<u>\$20.00 per meal per person; \$10 per meal for persons 12 years of age and younger.</u>
Meal Delivery: dinner only	Free for residents who are unable to come to the Clubhouse for health or other approved reasons; otherwise, up to \$5.00 (per house with 2 meal maximum).

Description of Item or Service	Charge
Transportation	Regularly-scheduled transportation for shopping and excursions is included in the monthly charge.
Home Health Care	Provided through an independent home health care service and billed directly to resident.
Non-Refundable Pet Fee	\$500.00.
Fax Transmission and Copies	Free of charge for Independent Living residents.
Social Events	Per activity; costs for social events provided to residents in advance.
Cable Television	Contracted by resident.
Telephone	Contracted by resident.

BROOKE GROVE FOUNDATION, INC.
d/b/a Brooke Grove Retirement Village
ADDENDUM D
TO THE RESIDENCE AND CARE AGREEMENT

BENEFICIARY DESIGNATION - ENTRANCE FEE REFUND

Note: It is recommended that you review this form with the attorney who advises you on estate planning so that the disposition of the Entrance Fee Refund, if any, can be coordinated with your existing will and estate plan. BGF requests that a copy of your existing will be provided to BGF with this beneficiary designation addendum.

I, _____ (name of Resident), understand that pursuant to the Residence and Care Agreement (the "Agreement") with BGF Foundation, Inc. ("**BGF**") dated _____, 20____, I may be entitled to a refund of the Entrance Fee (the "Refund") under the conditions specified in Section IX.B of the Agreement.

In the event that a refund becomes payable under the terms of the Agreement due to my death on or after my date of occupancy, **I HEREBY DIRECT BGF** to pay or transfer the Refund at such time as the Refund becomes payable, to:

Beneficiary ¹	Percentage of Refund ²
A. _____ To my Estate.	
B. _____ To the individual(s) or organization(s) and in the percentages named below.	
(1) _____	_____ %
(Name)	

(Address)	

¹Additional names and addresses may be added if necessary.

²The Percentage of Refund must account for 100% of the Refund due.

(2) _____ %
(Name)

(Address)

(3) _____ %
(Name)

(Address)

(4) _____ %
(Name)

(Address)

C. _____To the individual(s) and in the percentage(s) named in Section B above. If any individual(s) named in Section B above is not then surviving, then: (1) _____to the individual's(s') descendants per stirpes; or (2) _____to the remaining beneficiaries in equal amounts; or (3) _____other (please specify _____).

D. _____To the organization(s) and in the percentage(s) named in Section B above. If the organization(s) is no longer in existence, then: (1) _____to its successor organization(s); or (2) _____to the remaining beneficiaries in equal amounts; or (3) _____other (please specify _____).

If none of the beneficiaries named in Sections B, C or D, above, is living or in existence at the time the Refund is to be distributed, then I direct the amount payable to be paid to my estate.

I reserve the right to revoke or change this beneficiary designation by notice to **BGF**.

The undersigned hereby authorizes **BGF** to offset against any repayment of the Refund all sums which remain unpaid under the terms of the Agreement at the time that the Refund becomes payable; provided, however, that if the Refund is payable in accordance with the terms of Section IX.D.6.d of the Agreement, then the Refund shall not be reduced beyond the amount due to the Resident by law (a refund equal to the Entrance Fee divided by the Resident's years of expected lifetime at admission, multiplied by the Resident's years of expected lifetime at discharge or dismissal).

The undersigned hereby agrees to indemnify and hold **BGF** harmless from any claims and any costs or expenses, including reasonable attorney's fees, which may be incurred by **BGF** as a result of, or otherwise in connection with, **BGF's** payment of the Refund in accordance with this Beneficiary Designation Entrance Fee Refund. This indemnity provision is binding on the undersigned, his or her estate, heirs, personal representatives, and assigns.

IN WITNESS WHEREOF, the undersigned has executed this Beneficiary Designation Entrance Fee Refund on this _____ day of _____, 20____.

WITNESSES:

(1) _____
Resident

(2) _____
Print Name

BGF hereby acknowledges receipt of the executed Beneficiary Designation Entrance Fee Refund.

BROOKE GROVE FOUNDATION, INC.

By: _____

Title: _____

Date: _____

BROOKE GROVE FOUNDATION, INC.
d/b/a Brooke Grove Retirement Village
ADDENDUM E
TO THE RESIDENCE AND CARE AGREEMENT

RESIDENT BENEVOLENT CARE FUND

This Addendum Agreement (this "Addendum") is made this _____ day of _____, 20__ between Brooke Grove Foundation, Inc. d/b/a Brooke Grove Retirement Village, a Maryland not-for-profit corporation ("**BGF**") and _____ ("**Resident**").

BGF acknowledges that Resident has limited financial resources. Therefore, Resident's responsibility for the Monthly Charge will be no greater than Resident's monthly income less an agreed upon personal allowance of \$_____ per month adjusted periodically based on Resident's future personal needs. The difference between Resident's monthly income less the personal allowance and the Monthly Charges will be the responsibility of **BGF** and paid for from the Resident Benevolent Care Fund.

Under the terms of this Addendum, **BGF** and Resident agree to all the terms and conditions of the Residence and Care Agreement.

The parties acknowledge their agreement to the foregoing.

WITNESS: **BROOKE GROVE FOUNDATION, INC.**
d/b/a Brooke Grove Retirement Village

By: _____
Executive Director

Resident

Resident

BROOKE GROVE FOUNDATION, INC.
d/b/a Brooke Grove Retirement Village
ADDENDUM F
TO RESIDENCE AND CARE AGREEMENT

NEW UNITS ADDENDUM

This New Units Addendum (this “Addendum”), made by and between **Brooke Grove Foundation, Inc. d/b/a Brooke Grove Retirement Village (“BGF”)** and _____ (“Resident”), supplements, amends and is made part of the Residence and Care Agreement executed by and between **BGF** and Resident on _____, 20____ (the “Agreement”).

This Addendum is to be executed by **BGF** and any resident contracting for one of a group of new independent living units being developed at the Brooke Grove Retirement Village campus, in order to comply with certain requirements of Maryland’s continuing care laws.

Resident and **BGF** agree that the Agreement is hereby amended by substituting the following new Section XI in lieu thereof:

XI. EXECUTION OF AGREEMENT PRIOR TO RECEIPT OF RELEASE FROM ESCROW AUTHORIZATION. APPLIES TO NEW UNITS ONLY.

Resident understands by signing below that this unit is one of a group of new units currently under development and is expected to be, but not guaranteed to be, completed on or about _____, 20____.

A. All deposits and entrance fees for the group of new units, excluding the nonrefundable processing fee, shall be held in an escrow account in Maryland in a financial institution until:

- i. an initial certificate of registration is issued;
- ii. a certificate of occupancy is received;
- iii. construction is completed; and
- iv. **BGF** has been issued appropriate licenses or certificates by the Department of Health and Mental Hygiene (“DHMH”), the Maryland Health Care Commission (“MHCC”) and the Maryland Department of Aging (the “Department”).

B. An initial certificate of registration shall be issued by the Department when it determines that all of the following conditions have been met:

- i. **BGF** has been issued a preliminary certificate of registration for the group of new units;

- ii. **BGF** has received all licenses, certifications and letter of exemption required as of that date from DHMH, MHCC and the Department for the group of new units;
- iii. **BGF** has submitted documentation which demonstrates to the satisfaction of the Department that Residence and Care Agreements have been executed for at least sixty-five percent (65%) of the group of new independent living units and at least ten percent (10%) of the total entrance fee has been paid as a deposit for each such new unit for which a Residence and Care Agreement has been executed;
- iv. **BGF** has submitted documentation to the satisfaction of the Department that there is a commitment for permanent long-term financing;
- v. **BGF** has submitted documentation which demonstrates to the satisfaction of the Department that closing on construction financing has taken place; and
- vi. The form and substance of all advertising and other promotional materials filed are not deceptive, misleading, or likely to mislead.

Note: A preliminary certificate of registration or certificate of registration is not an endorsement or guarantee of this facility by the State of Maryland. The Maryland Department of Aging and BGF urge you to consult with an attorney and a suitable financial advisor before signing any documents, including but not limited to, the Residence and Care Agreement.

WITNESS/ATTEST:

**BROOKE GROVE FOUNDATION, INC.
d/b/a Brooke Grove Retirement Village**

By: _____

Title: _____

Date: _____

Resident

Date

Second Resident (if applicable) Date

BROOKE GROVE FOUNDATION, INC.
d/b/a Brooke Grove Retirement Village
ADDENDUM G
TO RESIDENCE AND CARE AGREEMENT

UNIT ALTERATION FORM

Resident (to include both Residents if two have signed this Addendum) has requested that the following unit alterations be made to Resident's Accommodation:

Resident agrees that the charge payable for such alterations is _____ Dollars (\$_____).

Payment is to be made as follows:

_____	\$ _____
_____	\$ _____
_____	\$ _____
Total	\$ _____

The costs for alterations incurred by *BGF* are not refundable.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The Resident ____ will/ _____ will not (indicate which) be required to pay for restoration of the Accommodation to its original condition when the Resident releases the Accommodation. If so, the cost of such restoration is estimated to be _____ Dollars (\$_____). This estimate is not a guaranteed price for restoration and is subject to changes in inflation and the cost of materials, labor and equipment.

WITNESS:

**BROOKE GROVE FOUNDATION, INC.
d/b/a Brooke Grove Retirement Village**

Executive Director

Resident

Date

Second Resident (if applicable) Date

**BROOKE GROVE FOUNDATION, INC.
d/b/a Brooke Grove Retirement Village
ADDENDUM H
TO THE RESIDENCE AND CARE AGREEMENT**

RESIDENT HANDBOOK

(See attached.)