

DEFINITION OF TERMS

Agreement means the Resident Occupancy Agreement. The Self-Sustaining Application, Certification of Membership, Confidential Financial Statement, Medical Doctor's Certificate of Examination, and any addenda to this Agreement are incorporated by reference.

Assisted Living Facility is the proper designation of the Elks National Home's license issued by the Department of Social Services.

Executive Director means the person who is designated by the Board of Directors of the Elks National Home to serve as the administrator of the Home.

Medical Director means the physician who assists the Elks National Home in coordinating the medical affairs of the Home.

Monthly Fee means the fee paid by Resident to the Home as set forth in Section 4 of this Agreement.

Occupancy Right Fee means the one-time fee paid by Residents prior to or at the time of their admission to the Home.

Reservation Deposit means the \$10,000 portion of the Occupancy Right Fee required to be paid to the Home at the time of signing the Resident Occupancy Agreement.

Residence means the living unit designated for occupancy by Resident in this Agreement, or any other living unit to which Resident may be later transferred.

Security Deposit means an additional deposit made by Residents who are required to place more than the minimum deposit requirement with the Home.

Special Care Fee means the daily charge made when a resident is in the Special Care section. This fee is in addition to the resident's Monthly Fee.

Vacate means to cease to occupy a Residence and the removal of all of Resident's possessions therefrom.

**ELKS NATIONAL HOME
Retirement Community**

RESIDENT OCCUPANCY AGREEMENT

THIS AGREEMENT, is made and entered into by and between the Board of Directors of The Elks National Home and Retirement Center (hereinafter referred to as the “Board of Directors” or “The Board”), and _____ (hereinafter referred to as “resident” or “you”). If husband and wife or two other persons sharing an apartment, room or suite (hereinafter called “Residence”) are parties to this Agreement, the word “resident” shall apply to them jointly and severally where the text permits.

The Elks National Home and Retirement Center (hereinafter called the “Home” or the “Elks National Home”) is a Virginia non-profit, non-stock corporation that is operated as a retirement community that offers assisted living care. The Home is a retirement community only for members in good standing of the Benevolent and Protective Order of Elks of the United States of America. The Home is under the direct supervision and control of the Board of Directors, which has entrusted the day-to-day management to the Executive Director.

The Elks National Home is licensed by the Commonwealth of Virginia as an Assisted Living Facility and is operated in accordance with the applicable laws and regulations of the Virginia Department of Social Services. The address of the Regional Social Services Department from which the Elks National Home’s license to operate is issued is Commonwealth of Virginia, Division of Licensing, Piedmont Office, 1351 Hershberger Rd., Suite 210, Roanoke, VA 24012.

1. APPLICATION PROCESSING FEE

Each resident executing this Agreement has previously paid the Home a non-refundable application processing fee of \$100 per person.

2. RESIDENCE IDENTIFIED

You have selected Residence number/type _____.

3. RESIDENCE AND SERVICES

From and after the date you occupy the Residence identified in paragraph 2, the Home agrees to furnish you with meals, lodging, care and services to the extent enumerated in this section so long as you remain in good standing at the Home, and of the Order, and carry out your obligations hereunder.

A. *Residence*

We agree that you will have a personal and non-assignable right to live in your Residence until your death or earlier termination of this Agreement, or until a transfer or discharge in accordance with this Agreement.

B. *Furnishings*

- 1) Residential – The Home will provide for each unit of living accommodations in the residential section appropriate carpeting and window coverings. The basic units (without private bath) are furnished with a bed, bedside table and lamp, dresser, writing table, regular chair, and smoke detectors. The units with private bath (Buildings A, B, and C) are furnished with a bed, bedside table with lamp, reclining chair, end table with lamp, built-in desk, desk chair, built-in closets and drawers, central air-conditioning, small refrigerator, smoke detectors, and sprinklers.

Residents may add or change the furnishings in any of the living units, providing additions and changes are approved in advance by the Executive Director. Redecoration of your living unit must be approved by the Home and will be at your own expense.

- 2) Apartments – The Home furnishes each of the apartments with wall-to-wall carpeting (except in the kitchen and bath areas), mini-blinds, individually controlled heat and air conditioning, smoke detectors, and sprinkler system. Each apartment has a kitchen with a refrigerator, range, microwave, sink and cabinets. All other furnishings are to be provided by you and will remain your personal property.

C. *Modifications to Your Residence*

Alterations, renovations and/or additions to your Residence must be approved in advance by the Executive Director. The costs for such modifications are your responsibility. The costs of alterations, renovations and/or additions are not refundable upon termination of this Agreement and such costs are not added to nor considered a part of the Occupancy Right Fee. All alterations, renovations and/or additions are subject to the following conditions:

- 1) The work will be performed by the Home's staff, its designee or an approved licensed contractor. There will be a charge for the work, including work done by the Home's staff, other than usual maintenance to property owned by the Home.
- 2) When the Residence is vacated, we will determine whether it can be re-marketed without such alterations, renovations and/or additions being removed. If we determine that they must be removed, the cost of restoration to the original condition will be deducted from any refund due you, and any unpaid balance will be billed to you.

D. *Common Facilities*

You are entitled to share with all other residents the use of the grounds and common facilities, and to reserve areas for special occasions in accordance with the Resident Policies and Procedures of the Home.

E. *Utilities*

Water, sewer, electricity, and heat are included in the Monthly Fee. The cost for cable television is your responsibility. Telephone service, voice mail, caller ID, and internet service are available from the Home for additional fees.

F. *Meals*

Meals will be available in the dining room. Special diets will be provided only upon written order of a physician. No credit is given for meals not taken. Meals for guests are available for an additional published charge.

- 1) Residential – Each residential resident is entitled to three (3) meals a day. This is covered by the monthly service fee.
- 2) Apartment –The monthly service fee includes one (1) meal a day for each apartment resident. You may choose breakfast, lunch, or dinner. Meals, in addition to those included in the monthly service fee, are available for an additional published charge.

G. *Linen and Laundry*

- 1) Residential – The Home will provide you with your reasonable requirements of bed linen and towels. Laundry service is provided once a week for all bed linen and towels furnished by the Home and, also, for your reasonable personal laundry. The costs of these services are included in the monthly service fee. You will also have a limited monthly dry cleaning allowance.
- 2) Apartment - Free laundromats are provided for the use of the apartment residents. Laundry service and dry cleaning are available for an additional charge.

H. *Housekeeping*

- 1) Residential – You are expected to maintain your living accommodations in a sanitary and orderly condition. The Home will provide all necessary housekeeping other than usual maintenance of your own personal belongings. Housekeeping services shall be provided as deemed necessary by the Executive Director. Ordinary housekeeping is covered by the monthly service fee.
- 2) Apartment – The Home is responsible for the housekeeping in all public areas; however, the housekeeping in your personal Residence is your responsibility. Housecleaning services are available to you for an additional published fee. We reserve the right to inspect your Residence, after proper notice to you, and if the Residence appears to be in need of extra cleaning, you will be charged for this service.

I. *Trash and Garbage*

- 1) Residential – Trash and garbage are regularly removed from your room by the room attendant.
- 2) Apartment – You are responsible for bringing normal household trash to the collection points as determined by the Home. The Home shall be responsible for removing it from the collection points.

J. *Maintenance and Repair of Grounds and Buildings*

Necessary repairs, maintenance and replacement of property and equipment owned by the Home and basic grounds keeping care, including lawn service, shall be performed and provided by the Home. You are responsible for maintenance, repair, and replacement of your own personal property and/or furnishings. Minor repairs to residents' personal property may be provided on a charge basis. Except in an emergency, maintenance and repair services will be provided during normal working hours, Monday through Friday. We will have the right to charge you for any repairs, maintenance or replacement required as a result of negligence or intentional acts by you or your guests.

K. *Emergency Call System and Security*

All residential accommodations and apartments are equipped with an emergency call system by which you can contact personnel who will be available to respond to your call 24 hours a day, seven days a week. Any medical services which may be provided in response to an emergency call will be billed to you separately by the provider of such service.

L. *Transportation*

Scheduled transportation is provided, on a limited basis, to local shopping centers and churches. Non-scheduled transportation will be available for an additional published charge.

M. *Mail*

Incoming mail is distributed to residents daily. There is a receptacle for outgoing mail and it is taken out twice daily Monday through Friday, and once on Saturday.

N. *Motor Vehicles*

You may own and operate your own motor vehicle, provided such vehicle is properly registered and you have a valid operators license under the laws of the Commonwealth of Virginia. You must also maintain the necessary motor vehicle liability insurance required under Home policy. You must apply for permit parking, and motor vehicles must be parked only in designated areas.

O. *Programs and Activities*

Social, educational, cultural, and recreational activities are available for those who wish to participate. There may be an additional charge for certain special activities offered outside of the Home. You are encouraged to participate in the programming of activities.

P. *Barber/Beauty Shop*

- 1) Residential – You are entitled to one haircut per month at no additional charge. Other services of the barber/beautician are on a fee-for-service basis.

- 2) Apartment – A barber/beautician is available on a fee-for-service basis.

Q. *Cemetery/Memorial Service*

If a resident should die while residing at the Home, a regular Elk service will be provided upon request. The Elks National Home maintains a cemetery upon the premises at Bedford, Virginia. A burial plot in the cemetery and a suitable marker are available for purchase. The resident's estate is responsible for the costs of the burial plot and marker, as well as other costs associated with funeral and burial. To be buried in the Elks National Home Cemetery, an individual must be a resident of the Home at the time of death.

R. *Personal Hygiene and Assistance*

Each resident is responsible for the cleanliness and appearance of his/her person. Grooming and personal hygiene are the responsibility of the resident; provided, however, that incidental services and personal assistance with hygiene are provided when residents are in need or in the Special Care facility hereinafter described. The Home shall provide assistance to residents to carry out the instructions of physicians. Assistance as described in this section may incur an additional charge. The Home's policy for "catered care" is described in the Home's policies and procedures.

S. *Medical Services*

The Grand Lodge Statutes creating the Elks National Home forbid its being converted into an infirmary or hospital, except as the temporary illness of the residents may require. The Home is licensed by the Commonwealth of Virginia as an Assisted Living Facility and is not licensed to provide skilled nursing or hospital care as defined under the laws and regulations of the Commonwealth of Virginia.

- 1) Physicians – The Home agrees to make a physician available to the resident at scheduled office hours at the Home. The resident is responsible for all charges, which will be billed by the physician’s office. The resident is at liberty to engage the services of an outside physician or surgeon, but the Home shall not be responsible for or obligated to defray the charges of any such physician or surgeon for services rendered. If any special care or treatment on the premises is prescribed by an outside physician or surgeon, the special care or treatment must be assessed by the Home’s Medical Director.
- 2) Special Care Facility – The Home has available a Special Care facility for care of such individuals who require special attention and who may remain at the Home under applicable regulations of the Virginia Department of Social Services. There is an additional daily charge for Special Care.
- 3) Drug and Medication Expenses – Nurses and specially trained medication aids are available to administer and/or distribute medications in accordance with instructions of a properly licensed physician. The resident is responsible for the costs of all drugs and medications. If the Home advances these costs, it will bill the resident monthly for reimbursement.
- 4) Transfers, Discharges and Relocations for Medical Reasons – The resident agrees that the Executive Director, at his discretion, shall have authority to relocate the resident from his living unit to a different living unit or to the Special Care facility for medical reasons or nursing care as may be deemed necessary by the Executive Director. When a resident suffers any disability for which the Home is not permitted to provide care within the requirements of law or when he has become so ill as to require skilled care, the Executive Director, at his discretion, may transfer the resident elsewhere for hospitalization and medical care and, where the transfer is permanent in nature, may discharge the resident and terminate this Agreement.

If the resident must become hospitalized, the Home will arrange for the transfer of the resident to the hospital of the resident’s choice, if practical and if ordered by the attending physician. The resident is responsible for all outside hospital charges and the Home assumes no liability.

If the transfer is permanent in nature, the Home agrees to consult with the resident’s family or attorney-in-fact and with the personal physician before making such a transfer, but the Home reserves the right to make the final decision on transfer. The resident is responsible for all costs incurred outside the Elks National Home, including medical costs.

T. *Services Subject to Change*

The Elks National Home is committed to providing the quality and quantity of services described in this Section 3; however, services and fees, including the Monthly Fee and Daily Special Care Fee, are subject to change upon 30 days advance written notice. Changes to fees will be based upon factors which include, but which are not limited to: changes in the Consumer Price Index, operating income and expenses, government regulations affecting the Home, the imposition of taxes on the Home, and maintenance of necessary reserve funds and to insure the financial stability of the Home.

4. FEES/FINANCIAL CONDITIONS

A. Monthly Fee

- 1) Described – For the services described in Section 3 (except as otherwise noted), you agree to pay a Monthly Fee billed in advance by the Home. The Monthly Fee is determined by the type of Residence and the number of persons occupying the Residence. Your initial Monthly Fee is set forth below. The fee is pro-rated for the first month of residency, but all successive months are billed in full. No refunds or adjustments are made to the Monthly Fee for days away from the Home. In no event shall the resident or his estate receive a refund or credit for any amount of the monthly service fees paid or due to the Home. Fees are subject to change as noted in Section 4.A.5.
- 2) Amount – Within 60 days of the date you are notified your application for residency is approved, you must take up residence or begin to pay the Monthly Fee. The initial Monthly Fee for your Residence shall be \$_____. If two people occupy the Residence, there will be a second person fee of \$_____ per month.
- 3) Monthly Statement – By the 5th business day of each month, we will present you with a detailed monthly statement including:
 - a) The Monthly Fee for the following month
 - b) Any credits.
 - c) Charges for additional services rendered that are not supplied free of charge under this Agreement, including, but not limited to, transportation not provided for as per Section 3.L, charges for transferring from one living unit to another at the resident's request, telephone service, internet service, prescription drug charges, medicines and supplies, vitamins, dental work, glasses, hearing aids, or orthopedic devices. Also, charges for services by the barber/beautician that are not supplied free of charge under this Agreement and services of the seamstress, podiatrist, and physical therapist.
 - d) When you are in the Special Care facility, you will be charged a fee of \$85.00 per day in addition to the regular Monthly Fee for your Residence. The Monthly Fee and Special Care Fee are subject to adjustment as noted in Section 4.A.5 below. If a resident transfers permanently to Special Care and releases his Residential or Apartment Residence, then he will begin to pay the Monthly Fee for a Special Care room (regular single room rate) plus \$85.00 per day for Special Care.
 - e) Payments received.
- 4) Payment of Charges on Monthly Statement – The monthly charges shall be paid to the Elks National Home by the 20th day of each month. If you fail to do so, a late charge of five percent (5%) of any unpaid balance will be added to your bill. Accounts over 60 days in arrears subject the resident to dismissal by the Executive Director. In no event shall the resident or his estate receive a refund or a credit for any amount of the Monthly Fees due or paid to the Home.

- 5) Changes to the Monthly Fee and other Fees – The Monthly Fee, the daily Special Care fee, and all other fees provided for herein, may be increased or decreased by the Home from time to time, as determined by the Board of Directors. The Home shall give at least thirty days prior written notice to the resident of any change in said rates.
- 6) Transfer or Death of One of Two Residents Sharing a Residence – If one of two residents occupying a Residence transfers permanently to another Residence, the Special Care section, an off-site assisted living facility or health care facility, other off-campus residence, or dies, the remaining resident will pay the single occupancy Monthly Fee.
- 7) The Home is not obligated to allow any credit for absence from lodging or meals.

B. Occupancy Right Fee/Deposits

- 1) The resident agrees upon acceptance of his application for residency at the Elks National Home to pay to the Home an Occupancy Right Fee in the amount of \$_____ to be paid and handled as follows:
 - a) A Reservation Deposit of \$10,000 is payable prior to or at the time this Agreement is signed. The Agreement must be signed within two (2) weeks after you receive notification of the approval of your application.
 - b) On or before the date of your arrival, the _____ balance of the Occupancy Right Fee is due and payable.
 - c) The Home will manage the Occupancy Right Fee as the Home management may deem advisable. The Home will collect any income accruing from investment of the Occupancy Right Fee, and no interest is payable to the resident.
 - d) The refund policy for the occupancy fee is detailed in section 5.
- 2) ***(This item “2” may be struck out if you are not required to make an additional Security Deposit).*** In addition to the Occupancy Right Fee, you must make a Security Deposit in the amount of _____. This will be invested in a trust type account held for you by the Home. Interest earned on this Security Deposit will be credited back to the trust account. The purpose of this account is to assure the resident’s ability to continue to meet their financial obligations in the future. The Home may apply any and all funds from the trust account to the payment of any expenses incurred or paid for the resident and for the maintenance of the resident at the Home, including hospitalization, medical aid, care and attention. Upon the resident’s death or departure from the Home, any balance remaining in the trust account described in this section 4.B.2, less expenses incurred or paid for the resident and for the resident’s maintenance at the Home, will be returned to the resident or his estate.

C. Medical Insurance and Assistance

1) Medicare and Health Insurance Assignments

- a) Residents shall, if not already enrolled, apply for and secure the Hospital Insurance Benefits Program under Part A of Medicare. Residents are required to secure and pay the premium for the Medicare insurance benefits under Part B of Medicare and subscribe to a prescription drug plan under Part D of Medicare or a private plan that includes prescription drug coverage. Residents are also encouraged to maintain supplementary health insurance benefits to meet Medicare deductibles for which they remain responsible.
 - b) Residents not eligible for Medicare are required to carry comparable insurance coverage until such time that they become eligible and are enrolled in Medicare.
 - c) Eligibility for treatment at the Veterans Administration Medical Center is not a substitute for Medicare or other health insurance.
 - d) Each resident shall, from time to time, as appropriate, take such action and execute such forms as are reasonably necessary to secure the payment to the Home or to any hospital, extended care facility, or any other party who provides services or to any doctor of any and all amounts payable in respect of services rendered to the resident for which benefits are available under the Medicare or Medicaid program or similar legislation, federal or state, now or hereafter enacted or under private insurance.
 - e) The resident agrees to the Home handling his Medicare reports and keeping a copy of all records. The Home will assist the resident in filing health insurance claims.
- 2) Medical Assistance – Pursuant to current regulatory restrictions, the Home may not accept Medical Assistance (also known as “Medicaid”) for payment of Monthly Fees or any other services. If these regulatory restrictions are revised, you agree to apply for Medical Assistance if you need financial assistance and you can qualify. You agree to execute any and all documents necessary to make and perfect such claims or rights.

5. REFUND OF OCCUPANCY RIGHT FEE

You may be entitled to a refund of a portion of the Occupancy Right Fee which you paid at your admission, after the termination of this Agreement, under the following circumstances:

A. Refund During Seven (7) Day Rescission Period

If you terminate this Agreement during the seven (7) day rescission period following the date of execution of this Agreement, you will receive a refund of all monies paid, without interest, less the application processing fee and any expense actually incurred by the Home at your specific request for custom modifications to the Residence.

B. Refund Prior to Payment of the First Monthly Fee

- 1) Voluntary Termination – If you voluntarily terminate this Agreement after the seven (7) day rescission period but prior to payment of the first Monthly Fee, you will receive a refund of all monies paid, without interest, less: the application processing

fee; any expense actually incurred by the Home at your specific request for custom modifications to your Residence; and a cancellation fee of \$1,000.

- 2) Illness, Injury, Incapacity or Death – If you are precluded from becoming a resident of the Home because of documented illness, injury or incapacity, or if you die prior to the date the Residence is available for occupancy, this Agreement shall be rescinded and you or your estate will receive a refund, without interest, of all monies paid less the application processing fee and those expenses actually incurred by the Home at your specific request for custom modifications to your Residence.

C. Refund After Payment of the First Monthly Fee

If this Agreement is terminated after payment of the first Monthly Fee for any reason, the refund policy is as follows:

- 1) The Occupancy Right Fee is ninety percent (90%) refundable to you if your residency is terminated within the first year for any reason other than death. Each year thereafter, the fee decreases an additional ten percent (10%) of the original amount until it reaches zero. These calculations are based on the anniversary date of your arrival at the Home. Deductions will be made from any amount to be refunded for any balances due the Home by you for expenses incurred or paid for you and for your maintenance at the Home including, but not limited to, hospitalization, medical aid, care and attention. In the event of your death at any time after your arrival, the Home immediately earns any remaining balance and there is no refund. The Occupancy Right Fee is non-interest bearing.

NOTE: If you were required to place an amount in a Security Deposit trust account as stated in Section 4.B.2, upon your death or departure from the Home, any balance remaining in the trust account, less expenses incurred or paid for you and your maintenance at the Home, will be returned to you or your estate.

D. Refund Where Two Residents Execute This Agreement

If one of two Residents covered by this Agreement remains at the Home after the other resident's departure for any reason, including death, transfer to an off-site facility, or voluntary move from the Home, the refund will be paid only after the surviving or remaining spouse or other resident has departed from the Home. In that event, the amount of the refund will be based upon the calculation set forth in section 5.C. The refund shall be paid as provided in Section E of this article and will be divided equally between the two residents or their personal representatives, unless other arrangements have been set forth in an addendum to this Agreement.

E. When Refund is Paid

- 1) With the exception of refunds due as provided for in sections 5.A and 5.B.2, the Home shall pay any refund to which you are entitled under this Agreement within sixty (60) days after your date of discharge from the Home. Refunds due pursuant to sections 5.A and 5.B.2 will be paid promptly upon receipt of the notice of rescission and vacating of the Residence.
- 2) In the event you transfer between the residential and apartment sections, a determination will be made as to whether an additional Occupancy Right Fee is due. No refund of any amount of the Occupancy Right Fee is paid to the resident upon transfer.

6. TRANSFER TO ANOTHER RESIDENCE

A. Transfer to Another Residence at Resident's Request

You may request to be transferred from one Residence to another. If the Residence you desire is available, and if the transfer is approved by the Home, the following will apply:

- 1) A determination will be made as to whether an additional Occupancy Right Fee payment is due. The determination will be based upon the following:
 - a. The then-current Occupancy Right Fee for the new Residence; and
 - b. The Occupancy Right Fee that you paid for your current Residence.

If “b” is less than “a”, you will be required to pay the amount of such difference to the Home prior to your move to the new Residence.

If “a” is less than “b”, you will not be entitled to a refund of the difference.

- 2) You will be responsible for the cost of the move as well as the actual cost of preparing the vacated Residence for occupancy by a new resident.
- 3) If the type Residence you desired was not available when you moved into the Home and you moved in with the understanding that you could transfer when your original preference was available, there will be no cost for moving or preparing the Residence for a new resident. You will be responsible for any additional Occupancy Right Fee, telephone and cable TV transfer fees, and, also, for any damage to the Residence you are vacating, other than normal wear and tear.

B. At the Discretion of The Elks National Home

We may relocate you to another Residence if we determine, in our sole discretion, that such a move should be made to meet some requirements of law, for your health and safety, for the general welfare of the other residents (which may include consideration of your financial condition and your ability to pay the Monthly Fee), or any other justifiable management reason. In determining to make such a transfer, we will consult with you, your family, the Medical Director and/or your personal physician (if appropriate). You agree to pay the Monthly Fee applicable to the Residence you occupy. If you are transferred to another Residence, no additional Occupancy Right Fee will be charged.

7. TERMINATION

A. Prior to the Payment of the First Monthly Fee

This Agreement may be terminated prior to the payment of the first Monthly Fee for the following reasons:

- 1) By you, for any reason, upon written notification to the Elks National Home.
- 2) Your death, except in the case where two people have signed this Agreement, in which case the survivor may elect to continue the Agreement.
- 3) By the Elks National Home if you fail to make an Occupancy Right Fee payment or any other payment, when due under this Agreement.

- 4) By the Elks National Home if the Executive Director determines that your financial condition has changed to the extent that you are no longer able to pay the Occupancy Right Fee and/or Monthly Fee.
- 5) By the Elks National Home if the Executive Director determines that your physical, mental or behavioral condition has changed to the extent that you are not capable of living in your chosen accommodation.

Notice of termination shall be provided in writing by mail or hand delivered.

B. After Payment of the First Monthly Fee and Prior to Death

- 1) Termination by Resident
 - a) After payment of the first Monthly Fee and prior to death, you have the right to terminate this Agreement by advising the Home in writing by mail or hand delivered at least thirty (30) days in advance of the date that you intend to leave the Home. When this Agreement is terminated, all obligations of the Home under this Agreement shall cease. Your obligations under this Agreement shall continue until the date that the Residence is vacated. Upon termination, the resident shall pay to the Home all amounts owed and expenses incurred in connection with such termination, including any necessary repairs or replacement of property used by the resident. In no event shall the resident receive a refund or credit for any amount of Monthly Fees paid or due to the Home.
 - b) After a resident gives written notice of resignation, he may occupy the Residence up to the specified resignation date. He cannot withdraw his resignation if the Residence has subsequently been reserved for a new applicant/occupant. If the Residence has not been re-assigned and the resident wishes to withdraw his resignation, the Executive Director may accept the withdrawal request at his discretion.
 - c) Once the resignation notice has been given to the Home by the resident, the Home may show the Residence to potential new occupants, giving proper notice to the current occupant before scheduling a showing. Once the current occupant has vacated the Residence, the Home may begin renovations to prepare for a new occupant, even though it may be prior to the specified resignation date.
- 2) Termination by the Elks National Home – In addition to the other reasons for termination stated in Section 7 of this Agreement, the Home may terminate this Agreement for just cause, which includes, but is not limited to, the following:
 - a) You omitted or falsified information on the application form.
 - b) You have repeatedly failed to follow the Resident Policies and Procedures of the Home.
 - c) Your actions and/or your physical, mental or medical condition threaten the safety, peace, health or well-being of you or the other residents.
 - d) The Home is not permitted by law to provide the necessary medical care that you require. (see section 3.S.4.)

- e) You have breached any provision of this Agreement.
- f) You have committed an offense against the laws of the Benevolent and Protective Order of Elks.
- g) You lose or relinquish your membership in the Order of Elks for any reason.
- h) You fail to make payment of any fees or charges due the Home within 60 days of the date due.
- i) You have defied the authority of the Board of Directors or of the Executive Director of the Home.

The Executive Director, after affording the resident the opportunity to be heard by him, may require the resident to immediately vacate the Home pending a review of the violation by the Board of Directors. Upon dismissal from the Home, and termination of this Agreement, the Benevolent and Protective Order of Elks, the Board of Directors, and the Elks National Home shall be discharged from all obligations under this Agreement. The resident shall have no right to have the action by the Board of Directors or the Executive Director reviewed by any court or administrative agency.

If this Agreement is terminated by the Home, you will receive at least fourteen (14) days advance written notice of such termination by mail or hand delivered. If this Agreement is terminated pursuant to section 7.B.2.c and there has been a good faith determination, in writing, signed by the Medical Director and the Executive Director, that you are a danger to yourself or others, only such notice as is reasonable under the circumstances will be required.

C. Termination by Death

Unless sooner terminated in accordance with its provisions, this Agreement shall terminate upon your death, whereupon all obligations of the Home under this Agreement shall cease, except for those relating to the provisions of this paragraph. If you are one of two people executing this Agreement, this Agreement will terminate upon the death of both individuals executing the Agreement.

Your Residence must be vacated by your family or estate within thirty (30) days of death. If the Residence is not vacated within the thirty (30) days, the Monthly Fee will continue to accrue until the Residence is vacated.

D. Permanent Transfer or Death of One of Two Residents

If this Agreement has been executed on behalf of two residents, then upon the permanent transfer or death of one of them, the second person Monthly Fee shall be discontinued. The remaining or surviving resident may elect to continue this Agreement or terminate this Agreement according to its terms. The remaining or surviving resident may also choose to remain in the same Residence or transfer to another Residence as provided in this Agreement.

E. Vacating the Residence

If you do not vacate the Residence within the time periods specified above or, in the event of termination by the Home, within the required time from the notice of termination

as provided in section 7.B.2, the Home shall have the right to store your possessions in a general storage area at the Home or to arrange for storage in a commercial storage facility, all at your expense until disposition can be made. The Home assumes no responsibility for your stored possessions.

8. **DISPOSITION OF PERSONAL PROPERTY ON TRANSFER, WITHDRAWAL, OR DEATH**

A. Transfer or Withdrawal

In the event of withdrawal or dismissal from the Home or transfer to another institution, or upon transfer of ownership or closing of the facility, after payment of all amounts which may become due to the Home, The Home will pay any refund due as detailed in Section 5. All of the resident's tangible personal property shall be removed from the Home within thirty (30) days.

B. Death of Resident

If the resident shall die while a resident of the Home, then all property and assets remaining in the hands of the Board of Directors, after the payment of all sums due the Grand Lodge and the said Elks National Home for all expenses and costs expended or incurred on the resident's behalf under this Agreement and after other payments authorized herein, shall be distributed in accordance with any valid will or in accordance with the applicable law. In the event of death, the Home shall have the right to store your possessions in a general storage area at the Home or to arrange for storage in a commercial storage facility, all at your expense until disposition can be made. The Home assumes no responsibility for your stored possessions. In order to remove a deceased resident's personal possessions from the Home or receive any refund due, the executor of the estate must provide the Home with a copy of his court qualification on the estate.

C. Storage and Removal of Property

In the event that tangible personal property is not removed within thirty days of a resident's permanent transfer or withdrawal from the Home or within a period of thirty days from the date of death, the Home shall have the right to charge a reasonable fee for the next six months, and thereafter, if such property is not claimed, title to such property shall be vested in the Home and it shall be disposed of as the Home in its discretion deems appropriate, without any liability to the former resident or the estate of the deceased.

9. **MARRIAGE**

A. Marriage to a Non-resident

If you marry a non-resident and you both wish to reside in your Residence, the non-resident spouse must meet all eligibility requirements of the Home and apply for residency following the usual application procedure. After the non-resident spouse is approved for residency, the couple may occupy the same Residence and must assume the Monthly Fee for double occupancy.

B. Marriage to a Resident

If you marry another resident and intend to reside in one of the Residences, the resident who is relinquishing his or her Residence will cease paying the Monthly Fee for the Residence when it is vacated and all personal possessions are removed. At that time, the residents will begin to pay the double occupancy Monthly Fee for the Residence in which they are residing.

The resident(s) shall pay the costs associated with preparing the vacated Residence for occupancy by a new resident.

C. *Agreement*

When a resident marries another resident or a non-resident, any existing agreement/s will be terminated according to the terms of the agreement/s, and any refunds due will be made to the resident/s. The couple must execute a new Resident Occupancy Agreement jointly, accepting any changes in Monthly Fee, refund policy, or other policies that have been made in the Resident Occupancy Agreement since their arrival, and pay a new Occupancy Right Fee under the current plan for the Residence they will occupy.

Residents must give at least 30 days notice of their intention to change their living accommodations because of marriage. Refunds due as a result of marriage will be processed within five (5) business days of the residents executing the new agreement. The resident/s must pay the new Occupancy Right Fee within five (5) business days of receiving the refund/s.

10. POWER OF ATTORNEY

You agree to supply, upon your arrival, a true and correct copy of a signed and notarized Power of Attorney naming a third party of your own choosing as Attorney-In-Fact to conduct business and financial transactions in the event of your incapacity or disability. Thereafter, you agree to advise the Home of any changes in the Power of Attorney and agree to promptly file a copy with the Home. We retain the right to institute guardianship proceedings if you are unable to care for your person or property and have not designated someone to do so. You will be responsible for the cost of such proceedings.

11. RESIDENT'S RIGHTS AND OBLIGATIONS AS TO PROPERTY

A. Right of Entry

We recognize your right to privacy and our responsibility to limit entry to your Residence to legitimate emergencies and, with notice, for routine inspection, housecleaning, and maintenance services. You recognize and accept the right of the Home to enter your Residence at all reasonable times for inspection and maintenance purposes and at any time for emergency purposes, including response to an emergency call or fire alarm, if you are reported missing, or if you do not respond to calls.

B. Right of Property

The rights and privileges granted to you by this Agreement do not include any right, title or interest in any part of the personal property, land, buildings, and improvements constituting the Elks National Home, and are not intended to create a leasehold interest in the Residence.

12. RESPONSIBILITY FOR DAMAGES

Any loss or damage to real or personal property of the Home caused by you shall be paid by you. We assume no responsibility for any harm done to you by another resident and you hereby release and discharge the Home from all liability or responsibility for injury or damage to you or your personal property caused by the fault or negligence of other residents.

13. RESPONSIBILITY FOR PROTECTION OF RESIDENT'S PROPERTY

We will not be responsible for the loss of any personal property belonging to you due to theft, fire, or any other cause. You shall have the responsibility, at your own expense, to insure your property against such risks.

Insurance

In order to insure proper protection for resident and the Home, you are required to maintain the following types of insurance coverage:

- 1) Automobile Insurance (if applicable) – Coverage as determined by the Elks National Home.
- 2) Homeowners Insurance – Tenant coverage.

14. HOME NOT AN INSURER

The Home agrees to exercise such reasonable care toward the resident as his known condition may require; however, the Home is in no sense an insurer of the resident's safety or welfare and assumes no liability as such. The resident hereby waives any claim against the Home and releases the Home from liability for death or injury to the person or property of the resident by assault, fire, theft, or any other cause beyond the control of the Home.

15. PERSONAL OBLIGATIONS OF RESIDENT

The resident must provide himself with suitable and sufficient clothing and personal necessities at his own expense. The Home shall not be responsible or liable for any expenses incurred, or any debt or obligation of any nature or kind contracted by the resident on his own account. The Home is not obligated to furnish, supply or give the resident any support, maintenance, board, lodging, or transportation when the Resident is absent from the Home for any reason.

16. RESIDENT POLICIES AND PROCEDURES

The Home reserves the right to establish Resident Policies and Procedures to carry out the purposes of this Agreement and to promote the convenience, comfort, safety and security of all residents of the Home. The Home also reserves the right to make all necessary arrangements and adjustments regarding residency not otherwise specifically provided for in this Agreement. The resident agrees to abide by all policies and procedures duly in force for the government of the Home and agrees to abide by such reasonable amendments, modifications, and changes as may hereafter be adopted or established by the Board of Directors and/or Executive Director. By execution of this Agreement, the resident acknowledges receipt of a copy of the Rules and Regulations for the Government of the National Home and the Resident Handbook currently in effect and agrees to abide by such reasonable amendments, modifications, and changes as may hereafter be adopted or established by the Board of Directors and/or Executive Director.

A. Motor Vehicles

Residents' vehicles must be properly registered, the resident must have a valid operator's license under the laws of the Commonwealth of Virginia, and the resident must maintain necessary motor vehicle liability insurance required under Home policy. Residents must apply for permit parking, and motor vehicles must be parked only in designated parking areas.

B. Safety, Security, Weapons Policy

The Home provides each resident with a key for his living unit and provides security to identify the visitors who are on the premises and to maintain adequate control of the premises. Police protection is provided by the City of Bedford Police Force and other law enforcement agencies.

No resident is permitted to have in his possession while on Elks Home property, either in his room or any vehicle used for transportation, any item considered a weapon. Permission may be given by the Executive Director for the storage of weapons that the resident desires to use for sporting events, such as hunting, target shooting or fishing, but the resident must store such items in a central location where they can be checked out upon request of the resident during regular business hours. (Weapon is identified as: An instrument or device of any kind used, defensively or offensively, in any struggle, battle, contest, quarrel, combat, etc.) A partial list of weapons that are prohibited and banned from the Home are: All knives (excluding kitchen cutlery or pocket knives with a blade 3” or less), straight razors, switch blades, metal knucks, all ammunition, guns of all types, including handguns, pistols, revolvers, automatics, muzzle loaders, shotguns, rifles. Other items considered weapons are pepper, mace, and tear gas or anything similar. Please be aware that the definition of weapon states “an instrument or device of any kind...” and the preceding list is not all inclusive of weapons prohibited. Violators of this policy will be subject to disciplinary action, which may lead to discharge.

17. NON-DISCRIMINATION

All applications for residency will be considered equally without regard to the individual’s race, religion, sex, national origin, creed, or marital status.

18. MINIMUM AGE

Applicants for residency must be retired from full-time employment.

19. GUEST PRIVILEGES

You have the right to receive guests in your Residence at any reasonable time, unless to do so would infringe upon the rights of other residents due to excessive noise or other disturbance. Visiting children and guests must be carefully supervised as other residents must be respectfully considered. Overnight guest privileges are as follows:

A. Residential

Overnight guests may be permitted in Residential single rooms or two-room suites by obtaining prior permission from the Executive Director, but such visits shall be limited to fourteen (14) days per calendar year for each guest.

B. Apartment

Overnight guests are permitted in your Residence, but such visits shall be limited to fourteen (14) days per calendar year for each guest, unless special permission is granted by the Executive Director.

20. PETS

Residents who bring a pet to the Home must pay a one-time, non-refundable fee of \$750. All pets are accepted on a trial basis and if they prove to be a problem in any way, the resident will be required to remove the pet from the Home.

A. Residential

Pets are considered on an individual basis, depending upon the type of pet, size of pet, the particular Residence being considered, and ability of the resident to care for his pet without assistance. The Home reserves the right to make the final decision on whether or not a pet is suitable for a particular residential Residence. When the pet is allowed the same rules apply as those for pets in the apartments.

B. Apartment

Domesticated house pets (i.e. dog, cat, bird, etc.), as defined in the Home's policies, are permitted so long as you owned the pet at the time you moved to the Home. Pets may not be replaced upon their death or other departure from the Home. The resident handbook will include rules concerning pets living at the Home. You must comply with the local laws regarding licensing and/or vaccinating domesticated pets, and the local leash law. You are responsible for any damage done by your pet and for cleaning up after your pet.

21. SMOKING

To ensure the safety of all residents of the Home, smoking is allowed only in designated areas. Residents may smoke in their own living units.

22. BED HOLD POLICY

When a resident is temporarily hospitalized, vacationing away from the Home, or absent from the Home for any reason, the Home will hold his assigned Residence as long as payment of all fees are kept current. As required by 22 VAC 40-72-410, this includes any resident detained by an emergency custody order or by a temporary detention order, if the resident is not involuntarily committed. The Residence will be released upon the written request of the resident or his legally authorized agent, upon the discharge of the resident from the Home, or at the discretion of the Executive Director as stated in Section 3.S.4.

23. PROBATIONARY PERIOD

Admissions to the Elks National Home are subject to a probationary period of three months during which time or at the end of which time the application may be rejected if the resident is found to be physically or mentally unable to care for himself in every way or if the resident exhibits unacceptable social behavior. The Medical Director shall perform a supplemental physical examination of the resident upon his arrival at the Home and shall make a recommendation based thereon to the Executive Director. During the probationary period, the Executive Director, after affording the resident an opportunity to be heard by him, is authorized to require the resident to vacate the Home if the Executive Director finds him unqualified as a resident of the Elks National Home. The Executive Director shall report each such action to the Board of Directors, who shall review the matter and take final action on the application.

24. PRESERVATION OF ASSETS

It shall be a condition of residency that the resident represents that he has not made any gift of real or personal property in contemplation of the execution of this Agreement and he agrees that he will make no such gift subsequent to that execution which would impair his ability or the ability of his estate to satisfy his financial obligations under this Agreement.

25. AUTHORITY OF HOME

All authority with regard to admission, dismissal and adjustment of fees and accommodations shall be vested in the Board of Directors and the Executive Director. The resident shall not have the right at any time to object to the Home's admission, dismissal or fees charged to any other resident.

26. NO WAIVER AND SEVERABILITY

The Elks National Home's failure to enforce any part of this Agreement does not constitute a waiver and does not prevent the Home from enforcing the Agreement as to later violations. If any provision or portion of this Agreement is found to be invalid, void or unenforceable, the remaining provisions nevertheless shall continue in full force and effect without impairment and this Agreement shall be reformed so as to give the fullest possible effect to the purposes of this Agreement.

27. SUCCESSORS AND ASSIGNS

We shall have the right to assign the Home's rights and obligations hereunder without your written approval or consent.

28. RESIDENT RIGHTS AS PER CODE OF VIRGINIA

The resident acknowledges that he has been informed and had explained to him the following.

- A. Section 63.2-1808 of the Code of Virginia (Residents' Rights Amendment). **SEE INFORMATION AVAILABLE IN THE LIBRARY.**
- B. The policies and procedures of the Home for implementing the Residents' Rights Amendment including:
 - (1) Grievance Procedure. **SEE INFORMATION AVAILABLE IN THE LIBRARY.**
 - (2) Resident possessions/furnishings in the Home. **SEE INFORMATION AVAILABLE IN THE LIBRARY.**

29. DISCLOSURE STATEMENT

By execution of this Agreement, the resident acknowledges that he/she has received and reviewed the Elks National Home's "Disclosure Statement Required by the Virginia Department of Social Services".

30. GENDER

All references herein to masculine pronouns and adjectives shall be deemed to include the feminine.

31. ENTIRE AGREEMENT

The Application, Certification of Membership, Confidential Financial Statement, Medical Doctor's Certificate of Examination, and any addenda, are each, by this reference, made a part of this Agreement which constitutes the entire Agreement between you and the Elks National Home. You understand that the Home will rely on information provided in your Application, Certification of Membership, Confidential Financial Statement, and Medical Doctor's Certificate of Examination and you warrant that all statements are true and complete. This Agreement may not be modified except in writing signed by you and the Home. This Agreement may not be assigned by you. The Home's representatives have made no promises or representations with respect to the facilities of the Home, or any of the Home's promises and undertakings with respect to the care of the resident except as specifically set forth herein. The parties further agree that the laws of the Commonwealth of Virginia shall govern all their rights and duties under this Agreement, including without limitation, the validity of this Agreement, the capacity of the parties thereto, the form of the Agreement, the interpretation of its language and any questions concerning its performance and discharge.

32. CHANGES IN RESIDENT'S CONDITION

You agree to disclose immediately to the Home any material change in your physical, financial or mental condition.

33. NOTICES

Notices, when required by this Agreement, shall be given to the Home at its administrative office and to you at your then current Residence.

34. RESCISSION PERIOD

RESIDENT HAS THE RIGHT TO RESCIND THIS AGREEMENT, WITHOUT PENALTY OR FORFEITURE, BY SENDING OR DELIVERING WRITTEN NOTICE OF CANCELLATION TO THE ELKS NATIONAL HOME WITHIN SEVEN (7) DAYS AFTER PAYING THE RESERVATION DEPOSIT OR EXECUTING THIS AGREEMENT, WHICHEVER OCCURS LATER. SHOULD RESIDENT CANCEL THE AGREEMENT DURING THE SEVEN (7) DAY RESCISSION PERIOD, FOR ANY REASON, RESIDENT WILL BE ENTITLED TO A FULL REFUND OF ANY AND ALL DEPOSITS, WITHOUT INTEREST, LESS: THE APPLICATION PROCESSING FEE AND ANY EXPENSES ACTUALLY INCURRED BY THE HOME AT RESIDENT'S SPECIFIC REQUEST FOR CUSTOM MODIFICATIONS TO RESIDENT'S UNIT. RESIDENT IS NOT REQUIRED TO OCCUPY THE RESIDENCE DURING THE SEVEN (7) DAY RESCISSION PERIOD. IF RESIDENT DOES OCCUPY THE UNIT, OCCUPANCY SHALL NOT BE CONSTRUED AS A WAIVER OF THE RIGHT TO RESCIND THE AGREEMENT DURING THE SAID SEVEN (7) DAY RESCISSION PERIOD.

I HAVE READ THIS AGREEMENT THOROUGHLY AND UNDERSTAND THE FOLLOWING: THE ELKS NATIONAL HOME MAKES NO REPRESENTATIONS OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN. THE HOME RESERVES THE RIGHT TO CHANGE THE SCOPE OF CARE OR SERVICES PROVIDED, WITH AT LEAST THIRTY (30) DAYS NOTICE OF ANY CHANGE. THE HOME SHALL HAVE THE RIGHT TO CHANGE THE LIVING ACCOMMODATIONS FOR ANY JUSTIFIABLE MANAGEMENT REASON. IN THE EVENT OF WITHDRAWAL OR DISMISSAL FROM THE HOME; TRANSFER TO ANOTHER INSTITUTION; UPON TRANSFER OF OWNERSHIP; OR CLOSING OF THE FACILITY, AFTER PAYMENT OF ALL AMOUNTS WHICH MAY BE DUE THE HOME, THE HOME WILL REFUND TO THE RESIDENT SUCH FUNDS AS ARE DUE TO THE RESIDENT AS PER SECTION 5.

IN WITNESS WHEREOF, and in recognition of and for the purposes and with intent to fully comply with the statutes of the Grand Lodge of the Benevolent and Protective Order of Elks of the United States of America, and in consideration of admission as a resident to the Elks National Home, Bedford, Virginia, the resident has executed this Agreement to become effective only upon approval of his application for admission by the Board of Directors. A copy of this Agreement as thus approved will be provided for the resident.

BOARD OF DIRECTORS
Elks National Home and Retirement Center

Signature of Applicant/s

By _____ (SEAL)
Executive Director, Elks National Home

_____ (SEAL)

_____ (SEAL)

Date _____

Date _____