



WILLOW  
VALLEY  
COMMUNITIES

**WILLOW VALLEY COMMUNITIES  
RESIDENT'S AGREEMENT**

**SouthPointe Village  
(New Construction)**

**January 2, 2021**

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**WILLOW VALLEY COMMUNITIES  
RESIDENT'S AGREEMENT  
SouthPointe Village (New Construction)**

This Resident's Agreement (the "Agreement"), made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, is between Willow Valley Communities, a non-profit corporation under the laws of the Commonwealth of Pennsylvania ("Willow Valley"), owner and operator of continuing care communities, including \_\_\_\_\_ (the "Community") AND \_\_\_\_\_ (the "Resident"), who has been approved for admission to the Community.

If this Agreement is signed by two persons, it will be deemed to create an estate as "joint tenants with the right of survivorship." The word "Resident" in this Agreement refers to the person, or the persons, if more than one, who have signed this Agreement.

**Article 1  
Residence Selected and Occupancy**

**1.1 Residence**

This Agreement relates to the following Residence (the "Residence") which has been selected by Resident.

**Community** \_\_\_\_\_

**Residence Number** \_\_\_\_\_

**Type of Residence** \_\_\_\_\_

**Anticipated Date of Availability** \_\_\_\_\_

**1.2 Furnishings**

Willow Valley will furnish floor coverings, kitchen appliances and other permanent fixtures in the Residence. All other furnishings shall be provided by the Resident and shall remain Resident's personal property.

**1.3 Changes to Residence**

The Resident may make physical changes to the Residence only with the written approval of the Community's Administrative Staff (the "Administration"). Any structural additions, appliance upgrades or built-in furnishings will become part of the Residence and property of Willow Valley.

## 1.4 Occupancy

The term Occupancy when used in this Agreement with respect to the Residence shall mean the earlier of the date Resident occupies the Residence (or either of the Residents occupies the Residence, if this Agreement is signed by two people), or the date when the Entrance Fee has been paid as provided Section 2.6.B. and the Monthly Service Fee commences as provided in Section 2.6.C.

## Article 2 Fees and Charges

### 2.1 Summary of Fees to be paid by Resident

The Resident agrees to pay the following fees as part of this Agreement. The fees are summarized in this Section, and then explained in detail in following Sections.

Refund Plan Chosen Under Section 2.4	_____
Application Processing Fee	\$_____
Entrance Fee	
First Person Entrance Fee	\$_____
Second Person Lifecare Fee	\$_____
<b>TOTAL ENTRANCE FEE</b>	<b>\$_____</b>
Monthly Service Fee	
First Person Monthly Service Fee	\$_____
Second Person Monthly Service Fee	\$_____
<b>TOTAL MONTHLY SERVICE FEE</b>	<b>\$_____</b>

### 2.2 Application Processing Fee

The Processing Fee is \$\_\_\_\_\_ per person for each Resident signing this Agreement. The Processing Fee is not refundable under any circumstances.

### 2.3 Entrance Fee

The Entrance Fee is a fee to purchase a Lifecare contract upon the terms and conditions set forth in this Agreement. The Entrance Fee includes a First Person Entrance Fee for the first Resident signing this Agreement and a Second Person Lifecare Fee, if a second Resident signs this Agreement. The Entrance Fee is paid as a condition of entrance to the Community. Payment of the Entrance Fee allows the Resident to enter the Community and the Residence.

### 2.4 Selection of Entrance Fee Refund Plan

Resident may select one of the following Entrance Fee plans.

[\_\_\_/\_\_\_] **A. Capital Preservation Plan.** Under this plan, there will be no refund to Resident or Resident's estate following the termination of this Agreement, if the termination occurs after 50 months after Occupancy. If, however, this Agreement is terminated prior to the end of such 50-month period, Resident may be entitled to a refund. See Article 7 for the detailed provisions concerning refunds.

[\_\_\_/\_\_\_] **B. Traditional Plan.** Under this plan, Resident or Resident's estate will be entitled to a refund of thirty-three percent (33%) of the Entrance Fee. In the event this Agreement is terminated within thirty-three (33) months after Occupancy of the Residence, Resident may be entitled to an additional refund. See Article 7 for the detailed provisions concerning refunds.

[\_\_\_/\_\_\_] **C. Estate Preservation Plan.** Under this plan, Resident or Resident's estate will be entitled to a refund of ninety percent (90%) of the Entrance Fee. In the event this Agreement is terminated within five (5) months after Occupancy of the Residence, Resident may be entitled to an additional refund. See Article 7 for detailed provisions concerning refunds. This plan option is available if Resident has not yet reached age 80 at the time of the signing of this Agreement.

## **2.5 Monthly Service Fee**

The Monthly Service Fee is a fee for the Resident to receive the services that are described in Article 4 of this Agreement. The Monthly Service Fee includes a First Person Monthly Service Fee for the first Resident signing this Agreement and a Second Person Monthly Service Fee if a second Resident signs this Agreement. Payment of the Monthly Service Fee allows the Resident to continue to occupy the Residence and to receive the services described in Article 4.

## **2.6 Payment of Fees by Resident**

**A. Payment of the Processing Fee.** The Processing Fee is paid when the Resident completes and submits an Application for Residency.

**B. Payment of the Entrance Fee.** The Entrance Fee shall be payable as follows:

1. Ten percent (10%) of the Entrance Fee, or \$\_\_\_\_\_ upon selection of a SouthPointe Village Residence and signing of a Residence Selection Confirmation.
2. For a newly constructed SouthPointe Village Residence, twenty-five percent (25%) of the Entrance Fee, or \$\_\_\_\_\_ within sixty (60) days prior to the start of construction of the residence selected or upon medical approval whichever occurs later, and upon signing of this Agreement.
3. For a newly constructed SouthPointe Village Residence, sixty-five percent (65%) of the Entrance Fee, or \$\_\_\_\_\_ on or before the earlier occur of (a) the date the Resident occupies the Residence or (b) 60 days after

the Date of Availability of the Residence (as defined in Section 2.6 of this Agreement) whether or not Resident moves in at that time.

4. Willow Valley reserves the right to charge a late fee of one percent (1%) per month on all Entrance Fees paid later than the above due dates.

5. The Entrance Fee provided in this Agreement, for the Residence specified in this Agreement, will not increase after this Agreement is signed, except for changes required by State or Federal assistance programs or as defined under Section 5.1 Transfer to Another Residence.

6. Willow Valley Communities will provide Resident with approximately sixty (60) days advance written notice of the date residence will be available for occupancy (referred to as the "Date of Availability"). Occupancy will be deemed to have occurred on the date when all Entrance Fee and Second Person Lifecare Fee deposits are due and the monthly Service Fee commences, whether or not the Resident has moved into the residence.

**C. Payment of the Monthly Service Fee.**

1. The Monthly Service Fee will be withdrawn from the bank account provided by Resident at the beginning of each month. Resident is responsible for keeping bank account information up to date.

2. The Monthly Service Fee will be charged to Resident on or before the earlier to occur of (a) the date the Resident occupies the residence or (b) 60 days after the Date of Availability of Residence (as defined in Section 2.6 of this Agreement), whether or not Resident moves in at that time

3. The Resident, or the party designated by the Resident, will receive a monthly statement of account, itemizing the Monthly Service Fee and any other chargeable services that the Resident may have used. Willow Valley reserves the right to charge a late fee of one percent (1%) per month on any fees that are not paid as of the due date.

4. If this Agreement has been signed by more than one Resident, and in the event of the termination of this Agreement with respect to one of the Residents, the remaining Resident shall continue to be obligated to pay the Monthly Service Fee for the Residence. In such event, the remaining Resident shall no longer be obligated to pay the Second Person Monthly Service Fee.

**2.7 Fees not Included in the Monthly Service Fee**

**A. Additional Services.** Article 4 lists the services that are included in the Monthly Service Fee. Many services that are not included in the Monthly Service Fee are available to Resident for an extra charge. Exhibit A is a list of services currently available, and the current charges for each service. The extra services available and the prices for these services may be changed periodically.

## **2.8 Modifications to Monthly Service Fee**

**A.** The Monthly Service Fee may be adjusted periodically. Typically, the Monthly Service Fee is increased each year in January. Factors which influence this adjustment include, but are not limited to, increased expenses, government regulations, reserve fund maintenance, and occupancy levels.

**B.** Willow Valley will give the Resident at least thirty (30) days prior written notice of any adjustments in the Monthly Service Fee. Since all Resident Agreements have not been signed at the same time, the Monthly Service Fee paid by other residents for similar residences may not be the same as charged to the Resident under this Agreement.

## **2.9 Nonpayment of Monthly Service Fees**

Resident may not withhold Monthly Service Fees for any reason. In the event of non-payment of the Monthly Service Fee, Willow Valley reserves the right to terminate this Agreement.

## **2.10 Average Annual Costs of all Services**

The current average annual cost of providing the services covered by this Agreement is approximately \$\_\_\_\_\_. This amount does not include such items as interest and depreciation expenses. The actual cost will vary according to the size of each residence and the number of occupants.

## **Article 3**

### **Entrance Procedures**

#### **3.1 Entrance Requirements**

Each prospective resident's application for residency in the Community shall include the following:

- A.** Completed current "Application for Residency" form, including signed Financial Statement; and
- B.** Payment of non-refundable Processing Fee (Section 2.6.A); and
- C.** Signed "Residence Selection Confirmation" form; and
- D.** Ten percent (10%) of the Entrance Fee as a deposit for the Residence (Section 2.6.B.1) ; and
- E.** Signed "Preadmission Medical Information" form to be completed by the Resident's physician after conducting a complete physical of the Resident; and
- F.** Completed current "Insurance Verification" form.



### **3.2 Medical Condition**

It is the policy of Willow Valley that to be eligible for residency, each applicant must be mentally alert and oriented and able to live alone and attend to his or her physical needs in the Residence without the assistance of another person. Since lifetime nursing care as defined in Section 4.2 is an important component of the services provided, as a matter of financial necessity, future health risks should be within prescribed minimum levels, presenting no medical evidence that would indicate a higher than average probability of the need for nursing care. Applicants with pre-existing medical conditions may be denied admission or offered admission only directly to another level of care. At its sole discretion Willow Valley reserves the right to change the admission criteria. A “pre-existing medical condition” means a disease, illness, sickness or physical condition for which medical care, advice or treatment was recommended by or received from a physician within three (3) years prior to Resident’s application for residency at Willow Valley.

### **3.3 Medical Examination**

Prior to and within the six months before the signing of this Agreement, Willow Valley will require a complete physical examination by the prospective resident’s personal physician. Based on the information provided, Willow Valley may require the prospective resident to be examined by a Willow Valley medical professional. The cost of any and all examinations will be borne by the Resident. The results of this examination and other information available for review will be the basis for final acceptance of Resident.

### **3.4 Inability of One Resident to Meet Physical Requirements**

When two people have executed the Residence Selection Confirmation with the intention of occupying the Residence and, prior to execution of this Agreement, one of the Residents is unable to meet the requirements for residency at the time of the physical examination described in Section 3.3 above, the following provisions shall apply. If the Resident who failed to meet such requirements is in need of care in Supportive Living (defined in Section 4.2), and if Willow Valley has determined that the Residents have adequate financial resources, the one Resident who has met all the requirements shall pay the First Person Entrance Fee and may take possession of the Residence, paying the First Person Monthly Service Fee for that Residence. The other Resident may enter into Supportive Living, subject to availability, paying the then current rate in effect for a non-Lifecare resident. If the Resident in Supportive Living progresses to the point where he/she can meet the conditions for entrance into Willow Valley as set forth in this Agreement, the Resident shall execute a new Resident’s Agreement and pay the Second Person Lifecare Fee in effect at that time. The new Resident may then leave the Supportive Living Community and live in the Residence with other Resident. Beginning on the day the double occupancy of the Residence commences, Residents shall pay the additional Second Person Monthly Service Fee then in effect for the Residence.

### **3.5 Nursing Care Coverage Before Occupancy**

In the unlikely event that Resident (or either Resident if more than one), in the time period between the date of execution of this Agreement and Occupancy, develops a physical condition that may have otherwise disqualified Resident for admission, Willow Valley hereby agrees that Resident will be accepted, provided all other terms of the Agreement have been met. In this case Supportive Living benefits will be provided to the Resident as needed and covered under the terms of this Agreement. These Supportive Living benefits will begin when the Residence covered by this Agreement is available for occupancy and once all fees due under the terms of this Agreement have been paid, and upon commencement of the Monthly Service Fee.

### **3.6 Review of Financial Condition**

Prior to the signing of this Agreement, Willow Valley will review the financial condition of Resident to ensure that Resident meets the financial requirements for entrance established by Willow Valley. Willow Valley reserves the right to conduct a periodic review of Resident's financial condition.

## **Article 4 Services Provided by Willow Valley to Resident**

### **4.1 Culinary Services**

**A. Dining Credit Program.** Both the Monthly Service Fee and the Second Person Monthly Service Fee, if applicable, include a dining credit of \_\_\_\_\_ per month for each Resident under this Agreement for the year ending \_\_\_\_\_. Any dining charges incurred will be applied to the dining credit balance. The amount of the credit will be adjusted annually for years after \_\_\_\_\_, if appropriate, to correspond with any changes in meal prices on Exhibit A. The Dining Credit Program shall include the following:

1. The dining credit may be used for purchases in any of the dining venues for Residents or their guests, as well as for other Culinary Services purchases such as catering.
2. Some menus may be charged at a fixed price, others may be charged on an a la carte basis.
3. Credit balances will expire ninety (90) days after each monthly amount is credited.
4. Residents may opt out of and into the Dining Credit Program by executing a dining Program Addendum to this Agreement. Residents may opt in or out any time so long as at least one month has passed since the last op-in/out.

5. At any time that the Resident's Dining Credit Program balance has been fully used, Resident shall have the option of purchasing meals and other Culinary Services at Willow Valley on an a-la-cart basis.
6. Should one Resident of a couple be admitted to Supportive Living, that Resident's credit will be applied to meals in Supportive Living.

**B. Meal Delivery During Illness.** Willow Valley will provide meal delivery to the Residence if Resident is receiving care for minor illness and if such is ordered by Resident's personal physician or the Administration. Resident's dining credit will be charged for such meals according to the then current charge on Exhibit A. This service will be limited to a maximum of fourteen (14) consecutive days. Resident requiring further meal delivery beyond fourteen (14) consecutive days will be evaluated by Administration and/or Resident's personal physician for possible placement in Willow Valley Supportive Living for whatever Supportive Living services are required.

**C. Guest Privileges.** Residents are encouraged to have guests and are required to register them for meals served in Willow Valley dining venues. Guest meals may be applied to the dining credit outlined in Section 4.1.A.

**D. Dining Room Dress Code.** It is required that residents and their guests abide by the stated dress code as outlined in the Resident's Handbook. The dress code may be waived by Administration for special events and is subject to change.

## 4.2 Health and Wellness Services

The term, "Supportive Living," as used in this Agreement, refers to the personal care, memory support and skilled nursing care components of the Community. Willow Valley Supportive Living environments are designed to provide highly professional skilled nursing, memory support and personal care services to Residents, at no additional cost to Resident over the Monthly Service Fee, except for other charges as outlined under "Types of Supportive Living Services and Supplies Not Provided" in Section 4.2.D below and in accordance with Section 8.1, "Resident Insurance and Indemnification."

Willow Valley agrees that the Resident shall not be liable to a health care provider for the costs of any Health and Wellness Services that Willow Valley has agreed to provide under this Agreement and is unable to provide to Resident, except as outlined in Section 4.2.F. In the event any health care provider seeks payment from Resident for any such health care services that Willow Valley has agreed to provide to Resident under this Agreement, Willow Valley shall assume responsibility for payment of the health care services rendered.

**A. Extent of Care.** Beginning with the date of Occupancy, Willow Valley will provide Resident with the right to occupy the Residence, together with the

amenities, services and Supportive Living services specified in this Agreement, for and during the balance of the Resident's life, or for such shorter period as shall apply under this Agreement in the event that it is terminated pursuant to its terms.

**B. Residential Health Support Services**

**1. Emergency Responses**

Willow Valley has medical professionals available twenty-four (24) hours a day to respond to emergency calls in the Residence.

Resident is required to select a physician from the local community, establish a relationship with such physician, and register the physician's name with Willow Valley when the Residence is first occupied.

The Residence has an emergency call system connected directly to a centrally-monitored station.

**2. Convalescent Care**

Nursing support is provided to Resident for short-term illnesses through brief visits to the Residence to monitor progress and assess continuing needs.

Non-emergency supplies and routine services provided by Willow Valley may be billed to Resident as shown on Exhibit A.

**3. Wellness Counseling**

Willow Valley encourages residents to remain healthy. Programs promoting wellness will be offered providing exercise, as well as nutrition and lifestyle counseling. Other programs, such as blood pressure and weight clinics, will be offered by Willow Valley.

**C. Supportive Living Services**

**1. Permanent Care**

If Resident is in need of Permanent Care in Supportive Living, it shall take place after consultation among Administration, Resident, Resident's spouse, and/or Resident's responsible party. The care shall be considered Permanent Care if Resident has a health condition which, in the opinion of Administration, requires permanent or prolonged indefinite care in Supportive Living or another environment. Willow Valley shall provide care in a semi-private

accommodation in the skilled nursing care or memory support area or a private accommodation, if available, in the personal care area of a Willow Valley Supportive Living Community, as well as required medical supplies at no additional cost over the Resident's Monthly Service Fee, except for other charges as outlined under "Types of Supportive Living Services and Supplies Not Provided" in Section 4.2.D below.

## **2. Temporary Care**

If Resident is in need of Temporary Care in Supportive Living, it shall take place after consultation between and among Willow Valley Administration, Resident, Resident's spouse, and/or Resident's responsible party. Temporary care shall mean care in Supportive Living that is not Permanent Care, as defined in Section 4.2.C.1 above. Willow Valley shall provide care in a semi-private accommodation in the skilled nursing care or memory support areas or a private accommodation, if available, in the personal care area of a Willow Valley Supportive Living Community, as well as required medical supplies at no additional cost over Resident's Monthly Service Fee, except for other charges as outlined under "Types of Services and Supplies Not Provided" in Section 4.2.D below.

## **D. Types of Supportive Living Services and Supplies NOT Provided**

### **1. Private Accommodations**

Private accommodations, subject to availability, in the personal care area of a Supportive Living Community are provided under this Agreement. Private accommodations in the skilled or memory care areas of a Supportive Living Community are not provided as part of this Agreement but may, subject to availability, be offered to the Resident for an additional charge.

### **2. Prescription Drugs**

- a) Resident shall be responsible for paying for all prescription drugs.
- b) If Resident is in a Willow Valley Supportive Living Community, Willow Valley shall supply required prescription drugs through a contracted provider, the costs of which will be paid by Resident. If Resident elects to use another provider for prescription drugs, that provider must comply with state and federal regulations as well as Willow Valley's guidelines for the provision of prescription drug services.

- c) Should a Resident in the personal care area of a Willow Valley Supportive Living Community be capable of managing Resident's prescription drug needs as determined by Resident's physician, Resident may furnish the required prescription drugs. If such a determination has not been made, the required prescription drugs will be provided as outlined in Section 4.2.D.2(b) above.

### 3. Other Services

Resident will be responsible for the costs of all services other than reasonable and customary Supportive Living services, as defined in Section 4.2.C, either by direct payment or insurance reimbursement. Such services and supplies for which Resident is responsible include, but are not limited to, physician services, private duty nursing services, out-patient services, physical therapy, occupational therapy, speech therapy, IV therapy, respiratory therapy, oxygen, hospitals, eye glasses, hearing aids, dentistry, orthopedic appliances, therapy for psychiatric disorders, treatment for mental illness, incontinent supplies, personal laundry, telephone, non-medical supplies, hair care, routine or emergency transportation, or any services not specifically provided for by this Agreement. Any specialized or personalized equipment (such as wheelchairs, walkers, kidney machines or respiratory equipment) that Willow Valley would have to rent for Resident will be charged to Resident.

**E. Assignment of Reimbursements.** Resident agrees to cooperate with Willow Valley in securing reimbursement should governmental programs or Resident's insurance cover any portion of the supplies or services provided by Willow Valley. Any reimbursements for supplies or services provided by Willow Valley, with the exception of private long-term care insurance reimbursements, will be assigned to or paid to Willow Valley.

**F. Transfer to Another Community.** Willow Valley's communities are not designed to care for persons who are diagnosed to be psychotic or mentally ill or as having a highly contagious or dangerous disease, as having a complex medical condition requiring highly specialized care, or exhibiting behaviors that are considered detrimental to the Resident or others. When the above occurs, Resident agrees to have a professional assessment to determine appropriate treatment and Administration, in consultation with Resident's physician and the Medical Director of the Community, will determine, at its sole discretion, if the continued presence of Resident in a Willow Valley environment is either dangerous or detrimental to the health or peace of Resident or other residents or Willow Valley team members. Willow Valley shall have the authority to transfer Resident to an appropriate environment for such care. Willow Valley shall not be obligated to pay for such care. Resident, upon permanent transfer to such environment, shall be entitled to any applicable refund under the terms set forth in Section 7.3 of this Agreement.

**G. Coverage While Traveling.** If an accident or illness occurs while the Resident is traveling or visiting away from the Community, Resident shall make every reasonable effort to notify the Community as soon as possible and, if nursing care is required, Resident shall arrange to return to the Community as soon as reasonably possible. Willow Valley will be responsible for costs of nursing care services covered under this Agreement that are incurred by the Resident in a nursing environment as a result of such accident or illness. Willow Valley responsibility for daily nursing environment charges will be limited to the Willow Valley semi-private per diem charge for the same level of care at the Community. The Resident will be responsible for other costs such as hospital costs, physician fees, and transport, as well as any other costs not specifically stated in this Agreement, which shall be paid by Resident or Resident's personal insurance.

**H. Non-Availability of Appropriate Accommodations.** In the event that the Supportive Living Community of the Community does not have available appropriate rooms or other appropriate services, at the sole discretion of Willow Valley, Resident may be moved to an outside supportive living environment of comparable quality to the Supportive Living component of the Community. The costs of services covered under this Agreement shall be paid by Willow Valley, except as outlined in Section 4.2.F of this Agreement.

**I. Alternative Services.** If Resident elects to have the above nursing services provided by other means (i.e., home care agency, either through Willow Valley or another provider), Resident will be responsible to pay for such services. Resident may be asked to submit an updated Financial Statement to Administration before arranging for such services. If payment for such services jeopardizes the Resident's ability to pay the Monthly Service Fee, Willow Valley may terminate this Agreement.

#### **4.3 Utilities and Services**

Willow Valley will furnish heat, air conditioning, electricity, sewer and water to the Residence for typical residential use (excluding such items as electric cars or other uses beyond usual residential use, and as outlined in the Resident Handbook) and be responsible for sidewalk and roadway snow removal and grounds maintenance. Willow Valley will be responsible for regular household trash removal from central locations. Resident agrees to comply with all applicable recycling regulations. Removal of larger items, such as computers, furniture or mattresses, will be available for an additional fee.

#### **4.4 Housekeeping**

Willow Valley will be responsible for the housekeeping in all public areas; however, it is Resident's responsibility to maintain the Residence in a clean, sanitary condition and to perform all routine housekeeping tasks.

Willow Valley will provide annual housecleaning services to maintain the Residence. Willow Valley reserves the right to inspect the Residence periodically and, if the Residence appears to be in need of extra cleaning as determined by Willow Valley, to schedule periodic housecleaning service. The Resident will be charged for this service.

#### **4.5 Storage Area**

Resident will have available a designated storage area for those items not required for daily routine. Administration reserves the right to define the types of items that cannot be stored in the storage area.

#### **4.6 Maintenance**

Willow Valley will be responsible for all necessary repairs, maintenance and replacement of property and equipment owned by Willow Valley as determined by the Administration. Resident will be responsible for Resident's own property. Resident agrees to permit the Administration to enter the Residence for routine and emergency maintenance services.

#### **4.7 Telephone**

As part of the security system, Resident is encouraged to have a landline telephone installed at Resident's expense at the time of move-in to the Residence. The Administration and others, from time to time, may make contact via this service. Should Resident elect not to have landline service, Resident will sign a waiver to that effect. Willow Valley reserves the right to determine the telephone service provider for the Community.

#### **4.8 Cable TV**

Digital cable television service will be available to residents who desire this service, at their expense. Analog televisions will not function on the Willow Valley cable system. For the benefit of the entire Community, Willow Valley reserves the right to utilize multiple designated cable television channels for broadcasting Community information. Willow Valley reserves the right to determine the cable television service provider and programming for the Community.

#### **4.9 Insurance Carried by Community**

Willow Valley will carry casualty and liability insurance on the Community buildings and grounds. It will be Resident's responsibility to maintain insurance to cover the contents of the Residence, as well as adequate liability coverage and Medicare and Medicare supplemental insurance (see Section 8.1).



#### **4.10 Social Services and Activities**

Willow Valley provides a planned, varied schedule of social, educational, recreational and spiritual activities designed to stimulate and support the overall physical, spiritual and emotional well-being of its residents.

Resident will be encouraged to participate in the planned trips and tours that will be available for residents during the year. Trips and tours (other than regularly scheduled transportation as outlined in Section 4.11) will be available to residents at the cost that Willow Valley can negotiate with the tour providers. Willow Valley shall not be responsible for the performance of tour providers which provide such tours.

#### **4.11 Transportation**

Willow Valley will provide regularly scheduled transportation, at no extra charge to residents, for shopping trips to selected local malls and shopping centers, local out-patient facilities and physician's offices. Individualized transportation for Resident's appointments may be provided on a fee-for-service basis.

### **Article 5**

#### **Transfer and Changes of Accommodations**

##### **5.1 Transfer to Another Residence**

**A. In-House Move Availability.** Resident may have the option to move from the Residence identified in this Agreement to another residence within Resident's Community or between Resident's Community and another Willow Valley Community. In-house moves are available on a limited basis, after an administrative review and approval process. Limitations on moves to certain residences may be in place at the sole discretion of Administration.

**B. Written Request.** Resident's request for change must be submitted in writing to Administration well in advance of any anticipated move date to allow for proper arrangements. At the time of the request, Resident must submit a current Financial Statement and undergo a review of health status.

**C. Charges for Transfer.** Resident will be responsible for a transfer charge to cover the costs of refurbishing the Residence being vacated, as determined by Willow Valley for that style of Residence. In addition, Resident will be responsible for making the arrangements and paying the expenses of the move, including the hiring and cost of a bonded and insured professional mover. Any additional costs as well as other terms and conditions required by Willow Valley will be agreed upon in writing prior to the move.

**D. Possible Refund for Move to Residence with Lower Entrance Fee.** If Resident should want to move to another residence with a lower Entrance Fee than the current Entrance Fee for the Residence, a refund may be due if the move is approved during the first 100 months after Occupancy. The amount of the refund, if any, to be paid to the Resident will be calculated by taking the difference between the Entrance Fee paid by Resident for the Residence and the then current Entrance Fee for the new residence and reducing that amount by 1% per month for each month (full or partial without prorating) from the date of Occupancy. (For example, if Resident paid an Entrance Fee of \$300,000 for the Residence and occupied the Residence on June 1, 2017 and is approved for a move to another residence 38 months later on August 1, 2020 that has a then current Entrance Fee of \$200,000, Resident would be entitled to a \$62,000 refund. This refund is calculated by taking the \$100,000 difference between the two Entrance Fees and reducing it by 38% (1% per month for each of the 38 months after Occupancy)). Willow Valley may require specific terms and conditions regarding the timing of the refund for certain in-house moves.

**E. Additional Fee for Move to Residence with Higher Entrance Fee.** If Resident should want to move to another residence with a higher Entrance Fee than the current Entrance Fee for the Residence, an additional charge will be due. The amount of the additional charge will be the difference between the Entrance Fee paid and the then current Entrance Fee for the new residence.

**F. New Resident's Agreement and Monthly Service Fee.** Upon moving to a new Residence, Resident will sign a then-current version of the Resident's Agreement for the new residence and pay the then current Monthly Service Fee for that residence.

## **5.2 Transfer to a Higher Level of Care**

**A. Transfer to Permanent Care.** If Resident is in need of Permanent Care in skilled nursing or memory support (see Section 4.2.C.2), Resident will be moved from the Residence to semi-private accommodations. If Resident needs personal care, a private accommodation will be provided, subject to availability. If Resident was the sole occupant of the Residence, Resident, or a responsible party designated by Resident at the time or in any manner prior to such move, shall make arrangements to have all permanent possessions removed from the Residence as soon as possible, but in no event more than thirty (30) days after the move.

Willow Valley may declare the Residence vacant if Resident was the sole occupant of the Residence and has been transferred to Supportive Living, or to another environment for Permanent Care. Upon such transfer of Resident, the Community may accept an Entrance Fee and execute a Resident's Agreement with a new resident for the Resident's vacated Residence.

Should Resident fail to vacate the Residence within the specified (30) day period, Resident will be charged twice the regular Monthly Service Fee, less the included

dining credit on one of the two fees, for the Residence until such time that the Residence is vacated.

If one or both of two Residents or a single Resident occupying a Residence has been transferred to Supportive Living, there will be no change in the Monthly Service Fee.

It is understood that once a Resident moves into a Willow Valley Supportive Living Community for Permanent Care, Resident relinquishes the right to re-occupy the Residence. In the event that a Resident subsequently becomes able to again live in the residential component of the Community, Willow Valley will offer the Resident the first available Residence of the type the Resident last occupied.

**B. Rights of Willow Valley.** Willow Valley reserves the right to make all necessary arrangements and adjustments regarding residency not otherwise specifically provided for in this Agreement. The Community may relocate the Resident to a different residence or level of care if it determines that such a move should be made for the benefit of the Resident, or for the proper operation of the Community, or to meet legal requirements.

### 5.3 Subsequent Shared Residency

#### A. Shared Residency with a Non-Resident

1. **Admission of Non-Resident to Community.** In the event that Resident desires to share residency of the Residence with an individual who is not a resident at Willow Valley, such individual must comply with the admission policy as set forth in this Agreement. If the additional individual cannot comply with the admission policy as set forth in this Agreement, Resident has the option to terminate this Agreement and the refund formula as stated in Section 7.3.B of this Agreement will apply in computing any refund to Resident. If such individual is accepted by Willow Valley for admission, the individual and the Resident shall execute a new Resident's Agreement on Willow Valley's then current form of Resident's Agreement.

2. **Payment of Second Person Lifecare Fee.** The non-resident individual sharing the Residence shall pay a Second Person Lifecare Fee at the then current Capital Preservation (zero refund) price for a studio apartment. This fee shall be multiplied by a factor that depends on the Resident's Occupancy in the Community, according to the following schedule:

<b>Years after Occupancy</b>	<b>Percentage</b>
Up to 2 years	20% <b>OR</b> the then current Second Person Lifecare Fee, whichever is higher
2 to 4 years	40%
4 to 6 years	60%
6 to 8 years	80%
9 or more years	100%

This additional Second Person Lifecare Fee is not refundable under any circumstances except if the non-resident individual rescinds the new Resident's Agreement within seven (7) days after execution as provided in Section 6.1.

3. **Payment of Second Person Monthly Service Fee.** Upon occupancy of the Residence by the non-resident individual, Resident shall pay the Second Person Monthly Service Fee in addition to the First Person Monthly Service Fee.

**B. Shared Residency with Another Resident.** In the event that Resident desires to share residency of the Residence with another resident of Willow Valley and the other resident wishes to give up his/her residence, no refund will be paid to the resident who is vacating his/her residence unless that resident has been a resident at Willow Valley for at least thirty-six (36) months. If the resident who is vacating his/her residence has been a resident at Willow Valley for thirty-six (36) months or more, refund provisions under Section 7.3 of this Agreement will apply for the residence being vacated. The resident who is vacating his/her residence will pay all transfer charges as outlined in Section 5.1.C of this Agreement. The Resident under this Agreement will then pay the then-current First Person Monthly Service Fee and Second Person Monthly Service Fee for the Residence.

## **Article 6**

### **Termination of Resident's Agreement**

#### **6.1 Right of Rescission**

The Resident may rescind this Agreement within seven (7) days after signing this Agreement. This right of rescission is also described in the notice attached to this Agreement. Notwithstanding any provision of this Agreement to the contrary, if the Resident rescinds this Agreement as permitted in this Section, the Resident will be entitled to a refund of all fees paid, except for Processing Fees, which are non-refundable. If this Agreement replaces a prior Resident's Agreement signed by Resident, only the fees paid in connection with this Agreement shall be refundable upon rescission under this Section 6.1. Upon any such rescission, the prior Resident's Agreement shall remain in full force and effect.

#### **6.2 Termination of Agreement Prior to Occupancy**

If, prior to Occupancy by Resident, Resident dies or Resident or a party named by Resident to be responsible provides written notice to Willow Valley of Resident's intent to terminate the Agreement, the Agreement will terminate.

### 6.3 Termination of Agreement After Occupancy

**A. Termination by Resident.** Resident may terminate this Agreement at any time upon providing thirty (30) days prior written notice to Willow Valley.

**B. Termination by Death of Resident.** If a sole Resident or both Residents of a Residence die, this Agreement will be terminated.

**C. Termination by One Resident of a Couple.** If this Agreement has been signed by more than one Resident and because of divorce, compliance with Section 4.2.F of this Agreement, or for any other reason one of the Residents moves out of the Community, the Second Person Monthly Service Fee shall be eliminated and the Resident shall continue to pay the First Person Monthly Service Fee for single occupancy of the Residence. All responsibility of Willow Valley under this Agreement with respect to the individual who has moved from the Community shall end and this Agreement shall terminate with respect to the individual who has moved from the Community. The Resident remaining in the Residence shall continue as a party to this Agreement and shall continue to be bound by the obligations of and enjoy the benefits of this Agreement.

**D. Termination by Willow Valley for Just Cause.**

1. **Termination for Just Cause.** Willow Valley reserves the right to terminate this Agreement for just cause, including, but not limited to the following:

a. Material misrepresentation or omissions by Resident on the Financial Statement in the Application for Residency or medical forms.

b. Resident's actions that create a serious threat to the life, health, safety and peace of Resident, other residents or Willow Valley team members as determined solely by Willow Valley. This determination will be in writing and signed by the Medical Director and the Campus Manager of the Community.

c. Breach or default by Resident of any of the terms of this Agreement.

d. Willful and continuing violation by Resident of the operating policies defined in the Resident's Handbook.

2. **Notice to Resident.** To terminate this Agreement for just cause, Willow Valley will serve Resident with thirty (30) days written notice of termination and Resident will have thirty (30) days from the date of such notice to vacate the Residence and remove all possessions. Willow Valley reserves the right to charge an additional daily fee of .5% of the Monthly

Service Fee if Resident fails to vacate the Residence within such 30-day period.

If this Agreement is terminated due to Resident's actions that create a serious threat to the life, health, safety and peace of Resident, other residents or Willow Valley team members, the 30-day notice and the 30-day period to vacate the Residence shall not apply. In such a case, the prior notice given to the Resident and period of time provided for Resident to vacate the Residence will be whatever is reasonable under the circumstances in order to protect the Resident, other residents and Willow Valley team members.

#### **6.4 Refunds Upon Termination**

Upon termination of this Agreement, any refund of the Entrance Fee shall be determined under Article 7 below.

### **Article 7 Refund of Entrance Fees**

#### **7.1 Refund Upon Termination During Seven-Day Rescission Period**

If the Resident rescinds this Agreement during the seven-day rescission period described in Section 6.1., the Resident will receive a full refund of the Entrance Fee.

#### **7.2 Refund Upon Termination Prior to Occupancy**

If the Resident terminates this Agreement as defined in Section 1.4 prior to Occupancy as described in Section 6.2., the Resident will receive a full refund of the Entrance Fee. If this Agreement is signed by two people, and one person terminates this Agreement as described in Section 6.2., Willow Valley will refund the Second Person Lifecare Fee to Resident.

#### **7.3 Refund Upon Termination After Occupancy**

If this Agreement is terminated by either the Resident or Willow Valley as outlined in Section 6.3 after Occupancy of the Residence by Resident (defined in Section 1.4) refunds will be provided as follows:

**A. During the 120-day Adjustment Period.** If this Agreement is terminated during the first 120 days after Occupancy, a full refund of the Entrance Fee will be made to Resident. Notice of the exercise of this right shall be given by the Resident or Willow Valley to the other party in writing at least thirty (30) days prior to the end of the 120-day adjustment period.

If a sole occupant Resident dies during the 120-day adjustment period, or both Residents in a double occupancy situation die during the 120-day adjustment

period, a full refund of the Entrance Fee will be made. Such refund will be made only after the Residence has been vacated and all furnishings have been removed.

If one Resident in a double occupancy situation dies during the 120-day adjustment period, the Second Person Lifecare Fee paid will be refunded to the surviving Resident.

**B. After 120-Day Adjustment Period.** If this Agreement is terminated after 120 days after Occupancy, Resident or Resident's Estate is entitled to a refund according to the terms of Resident's refund plan as outlined below. Any refund will be made only after the Residence has been vacated and all furnishings have been removed.

**1. Capital Preservation Plan.** In the event of termination of this Agreement for any reason during the first 50 months after Occupancy, Resident will be entitled to a refund of a portion of the Entrance Fee. The refund will be in an amount equal to the Entrance Fee reduced by 2% per month for each month (full or partial without prorating) from the date of Occupancy. (For example, if a Resident paid an Entrance Fee of \$300,000 for the Residence and occupied the Residence on June 1, 2017 and this Agreement is terminated six months later on December 1, 2017, Resident would be entitled to a \$264,000 refund. This refund is calculated by taking the \$300,000 Entrance Fee and reducing it by 12% (2% per month for each of the 6 months after Occupancy)).

**2. Traditional Plan.** In the event of termination of this Agreement for any reason, Resident will be entitled to a refund of a portion of the Entrance Fee. The refund shall be in an amount equal to (a) thirty-three percent (33%) of the Entrance Fee or (b) if the termination occurs prior to the end of the 33-month period beginning on the date of Occupancy, the Entrance Fee reduced by 2% per month for each month (full or partial without proration) from the date of Occupancy.

**3. Estate Preservation Plan.** In the event of Termination of this Agreement for any reason, Resident will be entitled to a refund of a portion of the Entrance Fee paid by Resident. The refund shall be in an amount equal to (a) ninety percent (90%) of the Entrance Fee or (b) if the termination occurs prior to the end of the 5-month period beginning on the date of Occupancy, the Entrance Fee reduced by 2% per month for each month (full or partial without proration) from the date of Occupancy.

#### **7.4 Deductions from Refunds**

All refunds are subject to deductions for the amount of any financial assistance provided to Resident by Willow Valley, any costs incurred by Willow Valley to

refurbish the Residence in the event of unreasonable wear and tear, and any outstanding charges, including late fees.

## **7.5 Payment of Refunds**

All refunds due under this Agreement will be paid to Resident or Resident's estate unless an addendum to this Agreement has been signed by the Resident and given to the Administration indicating the person or entity to which payment should be made. Upon payment, Willow Valley is released from any further liability or obligations to the Resident. Refunds to estates will only be made after receipt of a copy of the "Letters Testamentary."

Any refund that is due according to the terms outlined in Section 7.3 of this Agreement shall be paid (less all amounts due Willow Valley under Resident's statement of account) following two full billing cycles after the Residence is vacated and all of Resident's property removed.

## **Article 8 Miscellaneous**

### **8.1 Resident Insurance and Indemnification**

**A. Resident Insurance.** In order to provide protection for Resident and the Community, Resident will be required to maintain the following types of insurance coverage. Limits of liability for all such insurance coverages shall be satisfactory to Willow Valley.

- (1) Tenant's Insurance
- (2) Liability Insurance Coverage
- (3) Medical and Surgical Insurance
- (4) Auto Insurance, if applicable  
(Coverage not less than that required by the Commonwealth of Pennsylvania.)

When Supportive Living services are rendered in nursing care component of the Community by Willow Valley, those services are sometimes reimbursable through the traditional Medicare Part A or Part B programs or Medicare Advantage or through other insurance plans. This reimbursement is a significant factor in the Entrance Fee and Monthly Fee structure for Lifecare communities like Willow Valley Communities.

Each resident must maintain a medical insurance plan throughout residency at Willow Valley. In order to receive full Lifecare coverage under this Agreement,



Resident is required to carry traditional Medicare Part A and Part B as well as a supplemental policy which includes copays as well as coverage for days 21 – 100 of skilled nursing care. Residents who are not yet age eligible and those who are age eligible who are covered by another plan, including a Medicare Advantage plan, will be responsible for any copays or coinsurances for nursing care coverage specified by their plans.

If the insurance coverage maintained by Resident does not provide for equivalent reimbursement to Willow Valley, Resident will be responsible to Willow Valley for any amount which is not reimbursed through Resident's insurance and would have otherwise been reimbursed through the standard plans described herein. If Resident at any time discontinues medical insurance coverage, Willow Valley reserves the right to terminate this Agreement.

**B. Resident Indemnification.** Any loss or damage to real or personal property of Willow Valley caused by the negligence of Resident or of Resident's guests, pets, or invitees, shall be charged to and paid for by Resident. If the negligence or acts of Resident or Resident's guests, pets or invitees result in injury or damage to any other resident or to any other resident's property, Willow Valley assumes no responsibility and Resident hereby releases and discharges from and indemnifies Willow Valley against any damages or claims resulting from the acts of Resident or Resident's guests, invitees or pets. In addition, Resident releases Willow Valley from any claims, damages or injury to Resident or Resident's personal property caused by the acts of Resident or Resident's guests, pets or invitees, or acts of other residents or of their guests, invitees or pets.

## **8.2 Taxes**

Willow Valley will pay the real estate taxes assessed against Willow Valley on the Community's real property. The Resident will be responsible for any and all other taxes including, but not limited to, those levied upon Resident's person or personal property.

## **8.3 Policy Concerning Non-Payment and Financial Difficulty**

If Resident fails to make any of the Monthly Service Fee payments at the required time, or to pay any other amounts shown on the Monthly Statement within thirty (30) days after the first day of the month, then Willow Valley may give written notice to Resident to pay all such amounts. If Resident fails to comply with such notice, Willow Valley may terminate this Agreement, as described in Section 6.3., and shall provide Resident with the refund set forth in Section 7.3.

Without in any way limiting its right to terminate this Agreement for non-payment, Willow Valley shall not dismiss a Resident nor terminate this Agreement if the sole reason for non-payment is because of the Resident's financial inability to continue to pay all or part of the Monthly Service Fee. However, Resident's acceptance into a

Willow Valley Community has been based on facts reported by Resident in Resident's Financial Statement on Resident's application. If Resident has weakened this position or ability to pay the Monthly Service Fee because Resident has made gifts to others or squandered personal wealth after submitting such Financial Statement, Willow Valley reserves the right to terminate this Agreement.

If Resident is unable to pay all or part of the Monthly Service Fee, Willow Valley may request a current Financial Statement of Resident and, if Resident does not provide such statement within thirty (30) days, Willow Valley reserves the right to terminate this Agreement. Resident agrees to allow Willow Valley to confirm Resident's assets as shown on Resident's Financial Statement.

Should the Resident find current income insufficient to pay the Monthly Service Fee, the Resident shall take necessary steps to liquidate capital assets in order to keep Resident's account on a current basis. Resident further agrees that should assets and income be insufficient to pay the present obligations, Resident should apply for any assistance which may be available to the Resident. Willow Valley also reserves the right to move Resident to a smaller Residence. Any unpaid Monthly Service Fee or parts thereof, plus interest on the unpaid balance, will be charged against Resident's refundable portion of the Entrance Fee.

#### **8.4 Disposition of Property After Resident Vacates Residence**

All personal property and belongings of Resident shall be removed from the Residence and the designated storage area within thirty (30) days after demise of Resident, permanent transfer to Supportive Living, or Resident moving out of the Residence. The Monthly Service Fee shall continue until all personal property and belongings have been removed from the Residence and the designated storage areas and the Residence keys returned to the Administration. After Residence keys are returned, all remaining property shall become the sole possession of Willow Valley and will be removed and handled as determined by the Administration. Willow Valley reserves the right to charge Resident for furniture and trash removal associated with vacating the Residence.

Willow Valley reserves the right to charge Resident for any expenses incurred in returning Residence to its original condition, normal wear and tear excepted.

#### **8.5 Access to Residence**

Resident agrees to permit the Administration to enter the Resident's Residence, whether or not the Resident is present, for routine and emergency maintenance and other services provided by Willow Valley.

## **8.6 Arrangement for Guardianship and Resident's Estate**

**A. Will and Other Arrangements.** Resident agrees, prior to Occupancy, to submit evidence that Resident has a valid will and has provided for disposal of furniture and possessions located at the Community, has provided for the appointment of an Executor for Resident's estate, and has made funeral and burial arrangements. Evidence of such arrangements and any changes in the will provisions for disposal of furniture or funeral arrangements shall be made available to Willow Valley and filed with the Administration.

**B. Power of Attorney.** Resident agrees to execute a durable, general power of attorney appointing an individual or institution and an alternate to carry out the terms of this Agreement on the Resident's behalf in the event of the incapacity of the Resident to act on his/her own behalf. A copy of such power of attorney will be submitted by the Resident to Willow Valley prior to Occupancy, and any subsequent changes shall also be submitted.

**C. Appointment of Guardian.** If Resident becomes legally incompetent or unable to properly care for his/her self or property, and in the event Resident has made no designation of a person or legal entity to serve as Resident's guardian or conservator, Resident hereby grants authority to Willow Valley to apply to a Lancaster County, PA court for the appointment of conservator or guardian. All costs associated with this process are the responsibility of Resident.

## **8.7 Rules and Regulations**

The Resident agrees to comply with the general Community operating rules and regulations as defined in the Resident Handbook, which will cover such things as smoking prohibitions, resident laundry room operating hours, pet policies, and similar items providing for the health, safety and welfare of the residents. The rules and regulations in the Resident Handbook are subject to change from time to time. Violation of certain rules and regulations or chronic violation of rules and regulations may be cause for termination of this Agreement.

## **8.8 Non-Smoking Community**

Smoking is not permitted in the Residence, common areas of the Community or on the grounds of the Community. Violation of this provision will be deemed a default under this Agreement and may result in the termination of this Agreement.

## **8.9 Pet Policy**

Resident, with the approval of Willow Valley, shall have the right to bring into the Residence such pet as Resident has at the time of move-in, subject to the conditions of this Agreement and the Resident Handbook. Resident wishing to bring a pet will execute a separate signed Pet Agreement before move-in. After Occupancy, if the

pet should die, the then current policy in the Resident Handbook with regard to replacement shall apply. Willow Valley stresses that no pet shall be a nuisance or danger to other Residents or Administration and must be properly cared for at all times. Pets are not permitted in any of the common areas, and the hallways in Resident's building are to be used only as a means of taking Resident's pet in or out of the building. Failure to comply may necessitate the removal of such pet. If at the request of Administration such pet is not removed, Administration reserves the right to terminate this Agreement. Resident shall be responsible for all damages caused by such pet. Pets will be leashed or carried and in the control of the owner at all times when outside the Residence.

#### **8.10 Guest Privileges**

Residents are permitted to have guests stay with Resident in the Residence for brief periods. A nominal daily charge will be billed for each guest remaining beyond eight (8) days. Willow Valley retains the right to limit the length of extended stays by Resident's guests. Visiting children must be carefully supervised as Resident must respectfully consider other residents in the Community. Residents are responsible to pay all applicable guest charges.

#### **8.11 Rights Non-Transferable**

The rights and privileges of Resident under this Agreement with respect to the Residence, amenities, services and Supportive Living care are personal to Resident and cannot be transferred or assigned by act of Resident, or by any proceeding of law, or otherwise. If any person, other than the person who has signed the Agreement, establishes residency in the Residence without following the proper procedures established by Willow Valley and exercised through the Administration, Willow Valley shall have the right to terminate this Agreement.

#### **8.12 Residents' Council**

Each Willow Valley resident will be represented by an elected Residents' Council. The Residents' Council acts in an advisory capacity to the Administration of the Community and serves to facilitate the exchange of ideas between the residents and the Administration.

Willow Valley or its designated representative shall, at a minimum, hold quarterly meetings with the residents of each community or campus for the purpose of free discussions of policies, programs, services, and other issues germane to residents.

#### **8.13 Release of Medical Information**

The privacy of all residents will be protected as provided for by The Health Insurance Portability and Accountability Act and other applicable regulations. Resident hereby authorizes Willow Valley to release any medical information in

printed or electronic formats relating to Resident to any doctor, hospital, or other environment or individuals when it is deemed necessary or helpful in providing for Resident's ongoing care or treatment or for the purpose of submitting claims for benefits payable for Supportive Living services. Resident further authorizes the release of any information to Willow Valley from any Supportive Living services provider when deemed necessary or beneficial for providing for Resident's ongoing care or treatment.

**8.14 Separability Provision**

If any provision of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed and enforced as if such provision had not been included.

**8.15 Notices**

Any notice, demand, or request which may be or is required to be given under this Agreement if to Resident shall be delivered in person or, if prior to Occupancy of the Residence by Resident, shall be mailed by U.S. Certified or Registered Mail, postage prepaid, addressed to Resident at:

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Upon Occupancy of the Residence, the address of the Resident will be the address of the Residence and any notices, demands or requests may be delivered by being delivered personally to the Residence or by being placed in the mail box for the Residence located in the Community. Any notices, demands or requests to be delivered to Willow Valley may be delivered in person to the Senior Director, Lakes Campus or sent by U.S. Certified or Registered Mail, postage prepaid, addressed to Willow Valley, 600 Willow Valley Square, Lancaster, PA 17602. Either party may designate such other address as may be appropriate by written notice.

**8.16 Non-Waiver Provision**

The statutory provisions of the Pennsylvania Continuing Care Provider Registration and Disclosure Act 82 cannot be waived by the Resident or Willow Valley.

**8.17 Complete Agreement**

This Agreement sets forth all of the promises, agreements, conditions and understandings between the parties hereto and supersedes all prior agreements between the parties. No oral alteration, amendment, change or addition, shall be binding unless reduced to writing and signed by the parties.

**8.18 Acts of God**

In the event of war, national emergency, floods, earthquakes, or other acts of God beyond the control of Willow Valley, the performance by Willow Valley under this Agreement will be excused or may be modified to the extent such acts of God interfere with performance by Willow Valley.

**8.19 Annual Disclosure Statement**

As required by the Pennsylvania Continuing Care Provider Registration and Disclosure Act 82, an annual Disclosure Statement will be made available to Resident on or before April 30 of each year.

**8.20 Willow Valley Admission Policy**

Willow Valley Communities are designed to provide senior living in an atmosphere of peace and harmony to persons who have attained the age of 55 regardless of race, color, religion, sex, or national origin.

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Witness

**WILLOW VALLEY COMMUNITIES**

By: \_\_\_\_\_  
Willow Valley Communities Representative

I acknowledge receipt of a Willow Valley Communities Disclosure Statement dated \_\_\_\_\_ and a copy of Exhibit A, dated \_\_\_\_\_.

\_\_\_\_ / \_\_\_\_ (Please initial.)

**NOTICE OF RIGHT TO RESCIND**

Date rescission period begins: \_\_\_\_\_

You may rescind and terminate your Resident’s Agreement, without penalty or forfeiture, within seven (7) days of the above date. You are not required to move into the continuing care environment before the expiration of this seven (7) day period. No other agreement or statement you sign shall constitute a waiver of your right to rescind your agreement within the seven (7) day period.

To rescind your Resident’s Agreement, mail or deliver a signed and dated copy of this notice, or any other dated written notice, letter or telegram, stating your desire to rescind to Willow Valley, 600 Willow Valley Square, Lancaster, PA 17602 not later than midnight of \_\_\_\_\_.

Pursuant to this notice, I hereby cancel my Resident’s Agreement.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PROSPECTIVE RESIDENT’S SIGNATURE

\_\_\_\_\_  
PROSPECTIVE RESIDENT’S SIGNATURE