Dear Future Resident:

Thank you for your interest in Givens Estates. We are pleased you are considering our community for your future home. In this packet you will find the following information:

- Givens Estates Future Residency Wait List Agreement
- Acknowledgement of Receipt of Disclosure Statement
- Future Resident ID Badge Request Form
- Wellness Participation Agreement
- Application Form
- Confidential Financial Form (one if joint, two if separate finances)
- Personal Health History Form (one for each person, filled out by you, not your physician)
- Return Envelope

Once we receive these completed documents along with your \$1,500 Wait List Deposit, we will add your name to our Future Resident Wait List. You will be notified by the Marketing Department of your Wait List Date. Please indicate on your application when you think you will be ready to make a move to the community.

We look forward to having you join us as residents in the future. In the meantime if there is anything we can do for you, please do not hesitate to call our Independent Living Marketing Representative, Leslie Lang, at (828) 771-2627.

Sincerely,

Josue Molina

Marketing Director



FUTURE RESIDENCY WAIT LIST AGREEMENT

GIVENS ESTATES ASHEVILLE, NORTH CAROLINA

This Future	Residency Wait List Agree	ement ("Agreement")	is made th	.1S
day of	, 20, by The	e Givens Estates, Inc.	. ("Givens	Estates"), a North
Carolina	non-profit	corpora	ation,	and
		("Future R	Resident").	
cottages, duplexes, v	Givens Estates is a containly apartments, assisted live the Future Resident desire in the future;	ring and a health care c	center, and	

NOW THEREFORE, Future Resident and Givens Estates agree as follow:

- 1. **FUTURE RESIDENCY DATE.** Upon Completion of this agreement and payment of a \$1,500 application fee, the Future Resident is assigned a Future Residency Date, based on the date of this Agreement and the chronological order in which similar agreements are entered into with other Future Residents. This preference establishes the order in which all Future Residents will be given the opportunity to choose various types of residences at Givens Estates.
- 2. **BENEFITS.** In addition to the priority established for residency, all Future Residents may enjoy the following benefits of the Future Residency Wait List Program:
 - a. Meals in Givens Estates' Dining Rooms or Private Dining Rooms with prior reservations at established meal rates.
 - b. The use of the common areas within Givens Estates including the Dining Rooms, Private Dining Rooms, Assembly Room, Library, Chapel, Wellness Center, Indoor Swimming Pool, Meeting Rooms, Arts and Crafts Room, Woodworking Shop, Beauty/Barber Shop, other recreational area, common area, and amenities from time to time with prior reservations at rates established by Givens Estates, if any.
 - c. Participation in present and future planned social, recreational, educational, cultural, spiritual, arts and crafts, exercise, and other programs provided by Givens Estates at established rates, if any.

- 3. **ADMISSIONS PROCESS.** The admissions process is as follows:
 - a. Future Resident agrees to submit completed Resident Application Forms provided by Givens Estates within fifteen (15) days from the date of this Agreement. These forms include:
 - (1) Application Form
 - (2) Personal Health History
 - (3) Confidential Financial Statement
 - b. Once the above application is complete, the applicant's information will be reviewed by Admissions Committee of the Board of Directors at its next scheduled meeting. Upon approval by the Admissions Committee, the Future Resident will be placed on the Waiting List according to their initial application date.
 - c. Future Resident is to notify the Marketing Department when they are ready to have their name placed on the "Ready List". The Ready List indicates that they are ready to accept the next available residence of their choice.
 - d. Future Resident may reject any offer to take residency without penalty and maintain their current status on the "Ready List".
 - e. Should Future Resident accept the offer to reserve the residence, the following additional information is to be provided:
 - (1) Future Resident will enter into the Residence and Services Agreement, pay an amount equal to 10% of the then current Entrance Fee (less the \$1,500.00 Wait List Fee) for the selected residence, and set the date of occupancy.
 - (2) A Physician's Examination Form, completed by a physician of Future Resident's choosing and dated within thirty (30) days of Future Resident's acceptance of residence offered by Givens Estates.
 - (3) Updated Resident Application Forms, if required.
 - f. Upon reaching the date of occupancy, the Future Resident will pay the remaining balance of the Entrance Fee and begin paying the Monthly Fee for the selected residence.

4. **FUTURE RESIDENCY DEPOSIT.** In consideration for the rights and privileges as outlined in this Agreement, Future Resident agrees to pay a Wait List Deposit of One Thousand and Five Hundred Dollars (\$1,500.00). The Wait List Deposit is a non-interest bearing deposit associated with this Agreement and will be credited toward the Entrance Fee due by Future Resident at this time of occupancy of the residence as outlined in the Residence and Services Agreement. This Wait List Deposit does not lock-in the Entrance Fee amount for a residence.

5. TERMINATION AND REFUND.

- a. Future Resident may terminate this Agreement without penalty for any reason within thirty (30) days after the date of this Agreement by giving notification to Givens Estates. Givens Estates requests that this notification be in writing. A full refund of the Wait List Deposit will be made to Future Resident within thirty (30) days of such notification of termination.
- b. If Future Resident terminates this Agreement more than thirty (30) days after the date of this Agreement for any reason, a penalty of fifty percent (50%) of the Wait List Deposit shall by deducted from the refund made to the Future Resident. Such refund with penalty will be made to Future Resident within thirty (30) days of such notification of termination.
- c. Givens Estates may terminate this Agreement if Future Resident does not meet the admissions criteria established by the Board of Directors. Upon such termination, Givens Estates shall notify Future Resident and Givens Estates shall refund Future Resident the full amount of the Future Residency Deposit within thirty (30) days of such notification of termination.
- d. Givens Estates may terminate this Agreement at any time if there has been a material misrepresentation or omission submitted by Future Resident in the Application Form, Personal Health History, Confidential Statement, or Physicians' Examination Report. In the event of such termination, the Future Residency Deposit is non-refundable.

IN WITNESS WHEREOF, Givens Estates and Future Resident have executed this Agreement, and the One Thousand and Five Hundred Dollars (\$1,500.00) Future Residency Deposit has been paid as of the day and year first above written.

Future Resident	Telephone Number
	Email Address
Future Resident	Telephone Number
	Email Address
Street Address	City, State, Zip
Date	
	THE GIVENS ESTATES, INC.
	Signature
	Title
	Date



FUTURE RESIDENT ID BADGE

Information for Future Resident Identification Badge

Future Resident Name		
Preferred Name		
(to be used on ID Badge)		
	(Please print)	
Future Resident Name		
Preferred Name		
(to be used on ID Badge)		_
	(Please print)	



ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE STATEMENT

I /	, with
this statement, acknowledge receipt of revised November 1, 2022.	the Disclosure Statement of Givens Estates
my family, my legal representative and/or	lable to me with the advice to share this with r financial advisors at the time of signing the d/or the Residence and Services Agreement.
ACKNOWLEDGEMENT	GIVENS ESTATES
Signature	Signature
Signature	Title
Street Address	Date
City, State, Zip Code	
Telephone	





Wellness Program Participant Agreement

For the mutual benefit of all participants of Givens Estates participant agrees to abide by all Rules adopted by Givens Estates for use of its facilities and equipment. Participant shall notify Givens Estates of any change in physical condition, which may impair member's ability to engage in any activity at Givens Estates. Whenever requested by Givens Estates staff, Participant agrees to participate in assessments by Givens Estates staff to determine physical and functional fitness to participate in the use of its equipment, facilities, and programs. If Givens Estates determines in its sole discretion that member's physical condition presents any risk to member or others, Givens Estates may suspend, terminate, or refuse to renew their participation. Any violation of Givens Estates rules or any terms of any written agreement with Givens Estates may result in participant's termination, suspension, or refusal of Givens Estates to continue participation.

Assumption of Risk, Waiver, and Release of Liability

In consideration of the permission to use the facilities, equipment, services, premises, and products provided at Givens Estates today, and at any time in the future, the receipt and sufficiency of which is hereby acknowledged, I understand and voluntarily agree to all of the following:

Assumption of Risk: I understand that any physical activity carries with it an inherent risk of injury that cannot be eliminated regardless of the care taken to avoid injuries. Strength training can involve strenuous exertions of various muscles placing stress on the muscles, bones, and joints, which may result in a variety of injuries. Cardiovascular training can involve sustained physical activity placing stress on the heart, arteries, and blood pressure, which may result in a variety of injuries. Risk of injury may be minor such as soreness, sprains, strains, and bruises, or serious such as heart attack, stroke, paralysis, and death. I understand these risks and voluntarily agree to assume all risk of injury or illness associated with physical exercise, whatever the cause.

Waiver and Release of Liability: I agree, on behalf of myself, my spouse, my heirs, personal representative, assigns, and anyone else claiming by or through me, to release, waive, and discharge Givens Estates, its directors, officers, owners, employees, volunteers, independent contractors, agents, assigns, successors, vendors, suppliers, equipment manufacturers, lessors, consultants, members, and all others associated with Givens Estates from all liability from any and all claims, demands, or suits arising from the acts, failure to act, or conduct of any of them

arising from their negligence (whether ordinary or gross), breach of duty, or any other theory of legal liability for (1) any physical or emotional injury or illness suffered by me (including death) arising from my attending Givens Estates or using its equipment, facilities, services, products, or premises; and (2) any damage to, loss of, or theft of my property.

Indemnification and Hold Harmless: I agree, on behalf of myself, my spouse, my heirs, personal representative, assigns, and anyone else claiming by or through me, to indemnify and hold harmless Givens Estates, its officers, agents, and employees, from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, brought as a result of my participation in Givens Estates activities and to reimburse Givens Estates for any such expenses incurred.

Severability and Venue: This agreement is intended to be interpreted as broadly and inclusively, as is permitted by the laws of North Carolina to relieve Givens Estates from any liability for all claims for damages due to injury or property loss based on any legal theory. If any portion of this agreement is held to be invalid or unenforceable, it is agreed that the balance of the agreement shall continue in full legal force and effect. Any legal action shall be brought in Buncombe County, North Carolina, and this agreement shall be interpreted under the laws of North Carolina.

I have read this waiver of liability, assumption of risk and indemnity agreement, and I fully understand its terms, and further understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Date:	
Participant Name PRINTED:	
Participant Signature:	
Participant Name PRINTED:	
Participant Signature:	
Signature: Givens Estates Representative	



Application Form

Applicant Name:					
Address:					
City:		State:	Zip: _	County:	
Email:	Pho	ne:		Cell:	
Date of Birth:		Educat	on:		
Past Profession:		Hobbi	es:		
Preferred Pronoun (c					<i>,</i>
Applicant Name:					
Address:					
City:					
Email:					
Date of Birth:					
Past Profession:Relationship to Applicant					
Second Address If App Address:					
City: St	ate: Zip:_	T	elephone:		
Time of Year at This Add	ress:				
Other information you ca	are to share with	n us?			
Please list any individu	als who may h	e involved	in your o	lecision process	s and/or move Name
Address		ne	-		June, or move. Name
Do you prefer to join t	he:				······
Wait List		List (notify i	me of avai	lable options)	
Desired Date of Move-In	:				











Please Indicate Up To Four Choices of Residence (number one being first choice):

Signature	Date
Signature	Date
	policies have been explained to me (us). I (We) hereby give aformation and/or references in processing this application.
Features which are important to you: Number of Bedrooms Screened Por Number of Baths Garage / Carp Den Apartment Liv	port Carolina Room Assigned Parking
Cottages Dogwood / 1716 sq.ft. With Basement? Redbud / 1753 sq.ft. With Basement? Silverbell / 1885 sq.ft. With Basement?	Yes No Health Services
Duplexes Lady Huntingdon Lane - 2 Bedroom / 2 Bat Cokesbury Lane - 2 Bedrooms / 2 Baths /	
Creekside Apartments Wisteria - 1 Bedroom / Den / 1.5 Baths / 140 Willow - 2 Bedrooms / Den / 2 Baths / 1550 Magnolia - 2 Bedrooms / Den / 2 Baths / 17	o sq.ft 1 Bedroom / 1 Bath / 550 sq.ft.
Friendship Park Apartments Aspen - 1 Bedroom / Den/ 2 Baths / 897 sq.ft. Aspen Deluxe - 1 Bedroom / Den/ 2 Baths / 92 Birch - 1 Bedroom / Den / 2 Baths / 895 sq.ft. Birch Deluxe - 1 Bedroom / Den / 2 Baths / 94 Buckeye - 1 Bedroom / Den / 2 Baths / 947 sq.ft. Cedar - 2 Bedrooms / 2 Baths / 1111 sq.ft. Chestnut - 2 Bedrooms / 2 Baths / 1109 sq.ft. Elm - 2 Bedrooms / 2 Baths / 1114 sq.ft. Hickory - 2 Bedrooms / Den / 2 Baths / 1283 sq.ft. Walnut - 2 Bedrooms / Den / 2 Baths / 1336 sq.ft. Whistlewood - 2 Bedrooms / Den / 2 Baths / 1336 sq.ft. Winterberry - 2 Bedrooms / Den / 2 Baths / 1336 sq.ft.	Buttercup - 1 Bedroom / 1 Bath / 900 sq.ftAster Deluxe - 1 Bedroom / 1 Bath / 1097 sq.ftAzalea - 1 Bedroom / Den / 1 Bath / 1192 sq.ft



Confidential Financial Form

Applicant Name #1:	
Applicant Name #2:	
If finances are separate, please complete individual C	onfidential Financial Forms.
If this form is prepared by someone other than y	ou, please complete the following:
Name:	
Relationship to Applicant Above:	
Address:	
City: Sta	te: Zip:
Email: Cell:	
Financial Statement (attach extra pages if necessary	y):
List of all real estate:	Approximate Value:
Approximate Total Value of Rea	l Estate:
List of all other assets (brokerage, retirement, annuity	
savings, life insurance cash value or death benefit):	Approximate Value:
Approximate Total Value of Other	Assets:
List of all liabilities (mortgages, etc.):	Approximate Value:
Approximate Total of All Lia	pilities:
Approximate Net Asset Bo	ılance:











Please List Your Monthly Income Below:	Applicant #1	Applicant #2
Social Security:		
Pension Income*:		
RMD (401k, IRA, etc.):		
Annuity:		
Real Estate:		
Other (please explain):		
Total Monthly Income:		
Monthly Expenses in Addition to Monthly Fee		
Do you anticipate any significant changes to y If yes, please explain:		
	Applicant #1	Applicant #2
Pension*: If you receive a pension, what is the		
annual cost of living increase expected?	%	%
What percent of pension survives to		
you/partner if applicable?	%	%
Please describe any Long Term Care Insura	nce benefits you have:	
Elimination Period (days):	,	
Maximimum Benefit:	\$	\$
Maximimum Years:		
Inflation Clause / Rate:	%	%
	☐ Compound	☐ Compound
	□ Single	□ Single
	□ None	☐ None
Daily Rates:	Applicant #1	Applicant #2
Home Care:	\$	\$
Assisted Living:	\$	\$
Skilled Nursing:	\$	\$
I (We) affirm that this information is substantially	y complete and correct to the	e best of my (our) knowledge.
Signature	Date	
Signature		



Personal Health History Form

Applicant Name: _			Gender:
Primary Care Phys	sician:		
			Telephone:
Specialists (name,	·		on for visit):
Please describe yo			
Do you require any	v adaptive equip	ment? If so, plea	ise explain:
Describe any hosp	italizations or se	rious illnesses w	rithin the last five years:
Are you presently	being treated fo	r a medical conc	lition? If so, please explain:
Please describe an	y medication tha	at you are prese	ntly taking or have taken in the last six months:

Tuberculosis	Cancer	Heart Disease or Heart Attack
Anemia	Polio	Alcoholism or Drug Addiction
Stroke	Diabetes	Ulcers or other Digestive Problems
Paralysis	Hernia	Psychiatric Inpatient Care
Asthma	Pacemaker	Liver Disease, Hepatitis, or Cirrhosis
Depression	Epilepsy	Any Dementia Related Disorders
High Blood Pressure	Kidney Disease	Eye Disease or Blindness
Hearing Impairment or I	Deafness	
you currently use any t	obacco or e-cigarette proc	lucts?
Yes	No	
es, please explain:		
you have:		
Medicare Part A	Medicare Part B	
Medicare Supplement	Company Name:	
Medicare Replacement	Company Name:	
Other Insurance	Company Name:	
Long Term Care Ins.	Company Name:	Policy #:
Financial POA	Name:	Phone:
	Email:	
Healthcare POA	Name :	Phone:
	Email:	
Living Will	Hospital Preference:	
DNR	MOST	
Living Will DNR case of emergency, conf	MOST	
6/,		:
me:	Phone	



Date

Signature











Personal Health History Form

Applicant Name:			Gender:
Primary Care Physic	cian:		
			Telephone:
Email:		Fax:	
Specialists (name, a	address, phone	e, specialty, reas	on for visit):
Please describe you	r health:		
Do you require any a	adaptive equip	ment? If so, ple	ase explain:
			within the last five years:
Are you presently be	eing treated fo	r a medical con	dition? If so, please explain:
Please describe any	medication tha	at you are prese	ently taking or have taken in the last six months:

Tuberculosis	Cancer	Heart Disease or Heart Attack
Anemia	Polio	Alcoholism or Drug Addiction
Stroke	Diabetes	Ulcers or other Digestive Problems
Paralysis	Hernia	Psychiatric Inpatient Care
Asthma	Pacemaker	Liver Disease, Hepatitis, or Cirrhosis
Depression	Epilepsy	Any Dementia Related Disorders
High Blood Pressure	Kidney Disease	Eye Disease or Blindness
Hearing Impairment or	Deafness	
you currently use any t	obacco or e-cigarette proc	lucts?
Yes	No	
es, please explain:		
you have:		
Medicare Part A	Medicare Part B	
Medicare Supplement	Company Name:	
Medicare Replacement	Company Name:	
Other Insurance	Company Name:	
Long Term Care Ins.	Company Name:	Policy #:
Financial POA	Name:	Phone:
	Email:	
Healthcare POA	Name :	Phone:
	Email:	
Living Will	Hospital Preference:	
DNR	MOST	
Living Will DNR case of emergency, conf	MOST	
54.55 51 511151 85115/, 55111		:
me.	1 110110	·



Date

Signature







