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 Agre	eement ("Agreeme	nt'') is made th	11S
day of	, 20, by Th	e Givens Estates,	Inc. ("Givens	Estates"), a North
Carolina	non-profit	cor	poration,	and
		("Futu	are Resident").	
cottages, duplexes,	Givens Estates is a corvilla apartments, assisted line, the Future Resident desire in the future;	ving and a health ca	are 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 dated June 1st, 2021.	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	

To view the disclosure statement, scan the QR code or visit https://givensestates.org on any browser and then click "Disclosure Statement" at the bottom of the webpage.





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	



BACKGROUND INFORMATION FORM

APPLICANT NAME:			
EMAIL:			
TELEPHONE NUMBER:		CELL NU	MBER:
BIRTH DATE:		SSN:	
DRIVER LICENSE:			STATE ISSUED:
CURRENT ADDRESS:			
CITY:	STATE:	ZIP:	COUNTY:
Start Date:		_	
PREVIOUS ADDRESS 1:			
CITY:	STATE:	ZIP:	COUNTY:
START DATE:		End Date:	
PREVIOUS ADDRESS 2:			
CITY:	STATE:	ZIP:	COUNTY:
START DATE:		End Date:	
BACKGROUND INFORMATION			
HAVE YOU EVER FILED FOR BANI	KRUPTCY? YES □	NO □	
HAVE YOU EVER BEEN CONVICTE	ED OF A CRIME OF	R REGISTERED AS A	A SEX OFFENDER? YES 🗆 NO 🗆
	IUNITY. IF YOU AN AUSE OF OR PLEA	ISWRED "YES" TO .DED GUILTY TO AN	THE PREVIOUS QUESTION AND HAVE NY CRIME OR INFRACTION OF ANY

I/WE, THE UNDERSIGNED, AUTHORIZE GIVENS ESTATES, INC. AND ITS AGENTS TO OBTAIN AN INVESTGATIVE CONSUMER CREDIT REPORT INCLUDING BUT NOT LIMITED TO CREDIT HISTORY, OFAC SEARCH, COURT RECORD SEARCH, CRIMINAL RECORD SEARCH AND REGISTERED SEX OFFENDER SEARCH. I AUTHORIZE THE RELEASE OF INFORMATION FROM PREVIOUS OR CURRENT LANDLORDS, EMPLOYERS, AND BANK REPRESENTATIVES. THIS INVESTIGATION IS FOR RESIDENT SCREENING PURPOSES ONLY AND IS STRICTLY CONFIDENTIAL. THE UNDERSIGNED ACKNOWLEDGES THAT THESE SEARCHES AND REPORTS CONTAIN INFORMATION COMPILED FROM SOURCES GIVENS ESTATES, INC. BELIEVES TO BE RELIABLE, BUT THE ACCURACY OF WHICH CANNOT BE GUARANTEED. I/WE HEREBY HOLD GIVENS ESTATES, INC. AND ITS AGENTS FREE AND HARMLESS OF ANY LIABILITY FOR ANY DAMAGES ARISING OUT OF ANY INACCURACIES IN THE INFORMATION IT OBTAINS FROM THE SEARCHES AN REPORTS AND ITS USE OF THIS INFORMATION.

IMPORTANT INFORMATION ABOUT YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT:

- YOU HAVE A RIGHT TO REQUEST A DISCLOSURE OF THE NATURE AND SCOPE OF THE INVESTIGATION.
- YOU MUST BE TOLD IF INFORMATION IN YOUR FILE HAS BEEN USED AGAINST YOU.
- YOU HAVE A RIGHT TO KNOW WHAT IS IN YOUR FILE, AND THIS DISCLOSURE MAY BE FREE.
- YOU HAVE THE RIGHT TO ASK FOR A CREDIT SCORE (THERE MAY BE A FEE FOR THIS SERVICE).
- YOU HAVE THE RIGHT TO DISPUTE INCOMPLETE OR INACCURATE INFORMATION. CONSUMER REPORTING AGENCIES MUST CORRECT INACCURATE, INCOMPLETE, OR UNVERIFIABLE INFORMATION.

THESE REPORTS ARE BEING PROCESSED BY GIVENS ESTATES, INC. 2360 SWEETEN CREEK RD. ASHEVILLE, NC 28803. A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT IS AVAILABE BY VISITING (PARA INFORMATION EN ESPANOL, VISITE O ESCRIBE):

<u>HTTP://www.consumerfinance.gov/learnmore</u> or writing consumer financial protection bureau, 1700 g street n.w., washington, DC 20552

APPLICANT AGREES TO PAY A NON-REFUNDABLE APPLICATION FEE OF: \$				
(SIGNATURE)	DATE			
4890-7352-4629, v. 1				



BACKGROUND INFORMATION FORM

APPLICANT NAME:			
EMAIL:			
TELEPHONE NUMBER:		CELL NU	MBER:
BIRTH DATE:		SSN:	
DRIVER LICENSE:			STATE ISSUED:
CURRENT ADDRESS:			
CITY:	STATE:	ZIP:	COUNTY:
Start Date:		_	
PREVIOUS ADDRESS 1:			
CITY:	STATE:	ZIP:	COUNTY:
START DATE:		End Date:	
PREVIOUS ADDRESS 2:			
CITY:	STATE:	ZIP:	COUNTY:
START DATE:		End Date:	
BACKGROUND INFORMATION			
HAVE YOU EVER FILED FOR BANI	KRUPTCY? YES □	NO □	
HAVE YOU EVER BEEN CONVICTE	ED OF A CRIME OF	R REGISTERED AS A	A SEX OFFENDER? YES 🗆 NO 🗆
	IUNITY. IF YOU AN AUSE OF OR PLEA	ISWRED "YES" TO .DED GUILTY TO AN	THE PREVIOUS QUESTION AND HAVE NY CRIME OR INFRACTION OF ANY

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APPLICANT AGREES TO PAY A NON-REFUNDABLE APPLICATION FEE OF: \$				
(SIGNATURE)	DATE			
4890-7352-4629, v. 1				



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					
Time of Year at This Add					
Other information you ca	re to share with	us?			
Please list any individu	als who may be	involved	in your c	lecision process	s and/or move. Name
Address	-	ne	-	•	•
Do you prefer to join t	ne:				
Wait List	Ready L	ist (notify i	me of avai	ilable options)	
Desired Date of Move-In	:				











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

	Oxford Co	mmons Apartments
97 sq.ft.	Aster - ⁻	Bedroom / 1 Bath / 884 sq.ft.
aths / 946 sq.ft.	Butterc	up - 1 Bedroom / 1 Bath / 900 sq.ft.
95 sq.ft.	Aster D	eluxe - 1 Bedroom / 1 Bath / 1097 sq.ft.
ths / 945 sq.ft.	Azalea -	1 Bedroom / Den / 1 Bath / 1192 sq.ft.
947 sq.ft.	Camellia	a - 1 Bedroom / Den / 1.5 Baths / 1250 sq.ft
•		2 Bedrooms / 2 Baths / 1283 sq.ft.
	•	Sedrooms / 2 Baths / 1378 sq.ft.
•		2 Bedrooms / Den / 2 Baths / 1516 sq.ft.
		- 2 Bedrooms / Den / 2 Baths /1694 sq.ft.
		e - 2 Bedrooms / Den / 2.5 Baths / 1708 sq.ft
•		Bedrooms / Den / 2.5 Baths / 1738 sq.ft.
· ·		2 Bedrooms / Den / 2.5 Baths / 1857 sq.ft.
		,,,,,,,,,,
	Ashuru Cor	nmons Angstmonts
ths / 1400 sq ft	_	with Kitchenette / 350 sq.ft.
		•
		oom / 1 Bath / 550 sq.ft.
tns / 1/00 sq.ft		poms / 1 Bath / 725 sq.ft.
	2 Bedro	ooms / 2 Baths / 796 sq.ft.
Baths / 1 Car Gai	age / Finished	Basement / 2463 sq.ft.
		Houses
ment? Yes _	No	House (floor plans vary)
ment? Yes _	No	Health Services
		Wood Assisted Living
		Givens Estates Health Center
ı•		
	Free Stand	ling or Dunley Living
		oom Assigned Parking
ment Living _	Liectific Of	Other
ds and policies h	ave been expl	ained to me (us). I (We) hereby give
ssary informatio	n and/or refer	ences in processing this application.
	Date	
	Baths / 1 Car Gar ment? Yes _ ment? Yes _ ment? Yes _ i: ned Porch e / Carport ment Living ds and policies had	



Confidential Financial Form

Applicant Name #1:	
Applicant Name #2:	
If finances are separate, please complete individual Co	nfidential Financial Forms.
If this form is prepared by someone other than yo	u, please complete the following:
Name:	
Relationship to Applicant Above:	
Address:	
City: Stat	e: Zip:
Email: Cell:	
Financial Statement (attach extra pages if necessary)	:
List of all real estate:	Approximate Value:
	···
Approximate Total Value of Real	Estate:
List of all other assets (brokerage, retirement, annuity,	
savings, life insurance cash value or death benefit):	Approximate Value:
Approximate Total Value of Other A	assets:
List of all liabilities (mortgages, etc.):	Approximate Value:
Approximate Total of All Liab	lities:
Approximate Net Asset Bal	ance:











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	y adaptive equipi	ment? If so, ple	ase explain:
Describe any hosp	italizations or sei	rious illnesses v	vithin the last five years:
Are you presently	being treated for	r a medical con	dition? If so, please explain:
Please describe ar	ny 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	
case of emergency, con		:
	DI	•



Date

Signature











Personal Health History Form

Applicant Name:			Gender:
Primary Care Physic	:ian:		
			Telephone:
Specialists (name, a			on for visit):
Please describe you			
Do you require any a	adaptive equip	ment? If so, plea	ase explain:
Describe any hospita	alizations or se	rious illnesses w	rithin the last five years:
Are you presently be	eing treated for	r a medical conc	dition? If so, please explain:
Please describe any	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	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	
case of emergency, con		:
	DI	•



Date

Signature







