

# **Masonic Home of Virginia**

## **APARTMENT RESERVATION AGREEMENT**

This is an Agreement to reserve a C-Wing Apartment in the Adult Home on the campus of the Masonic Home of Virginia, made in duplicate originals, by and between the Masonic Home of Virginia, Inc. ("Home") and

\_\_\_\_\_AND\_\_\_\_\_  
collectively, ("Applicant").

The parties agree to the following:

1. The Home has established a Waiting List for this type of accommodation. Applicants are assigned a position on the Waiting List based upon the date of a completed Apartment Reservation Agreement and also based upon the requested type of accommodation.
2. Applicant hereby requests an accommodation described as follows:\_\_\_\_\_
3. As accommodations become available, the Home will offer the accommodation to the next applicable Applicant on the Waiting List. However, the Home reserves the right to communicate the availability of such accommodation to all Applicants on the Waiting List simultaneously, requesting response within a stated time period of no less than ten days. In such event, the Applicant responding and who is ranked on the Waiting List at the highest priority shall receive the accommodation.
4. All decisions concerning the offering of particular accommodations and decisions concerning the priority of Applicants on the Waiting List shall be in the sole discretion of the Home.
5. Upon acceptance of an offered accommodation, Applicants must, in a timely manner, provide the necessary deposit and complete all necessary documentation, including, but not limited to, a Resident's Agreement.
6. This Agreement shall not be in force until Applicant shall pay a deposit fee of the sum of One Thousand and No/100 Dollars (\$1,000.00) PER APPLICANT hereinafter, the "Reservation Fee." If Applicant is at the time of the signing of this Agreement already a resident of the Masonic Home, including the Masonic Village, such deposit is hereby waived and is not required for this Agreement to become effective.
7. This Reservation Agreement can be terminated at the option of any party upon written notice to the other party(ies) at the addresses listed herein. The death of an Applicant shall terminate this Agreement as it applies to that individual. A surviving Applicant may elect either to terminate or to reaffirm this Agreement. At the election and sole discretion of the Home, this Reservation Fee will be refunded within thirty (30) days after occupancy of the Living Accommodation by (i) applying the Reservation Fee to the final payment of the Living Accommodation or (ii) returning the Reservation Fee to the Applicant. The Reservation Fee shall be refunded to the Applicant or the

Applicant's Estate should the Applicant (i) with the approval of the Home, which approval shall not unreasonably be withheld, terminate the application process prior to occupying the Living Accommodation (ii) die prior to occupying the Living Accommodation or (iii) be precluded through illness, injury or incapacity from becoming a Resident under the terms of the Resident's Agreement. The Reservation Fee is otherwise nonrefundable.

8. All references to the singular shall include the plural where appropriate. All references to the male gender shall include the female gender where appropriate. This is the entire understanding and agreement between the parties, and no additional understandings, agreements or representations which are not a part of this Agreement exist.
9. All notices given under any provision of this Agreement shall be deemed to have been duly given if mailed first-class, postage prepaid, to the following addresses:

Masonic Home of Virginia  
ATTN: Anne B. Hagen  
Chief Executive Officer  
P. O. Box 7866  
Henrico, VA 23231

Applicant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any party to this Agreement may direct that notice pursuant to this Agreement be delivered to a different address, if such request is made in writing and delivered to the other parties.

WITNESS the following signatures of the parties set forth on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ on each of two counterparts of this document, each of which shall be deemed an original.

\_\_\_\_\_  
Date

\_\_\_\_\_  
APPLICANT

\_\_\_\_\_  
Date

\_\_\_\_\_  
APPLICANT

MASONIC HOME OF VIRGINIA, INC.

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Chief Executive Officer