

Priority # _____
Apartment Type _____



MCDANIEL COURTS WAITING LIST AGREEMENT

This Agreement, is made and entered into this _____ day of _____, 20__ by and between Three Crowns Park, (hereinafter called "Provider"); and _____ whose address is _____ (hereinafter collectively called "Applicant") for the continuing care community Three Crowns Park.

WITNESSETH:

For and in consideration of a refundable Waiting List Deposit, Applicant will be placed on a Waiting List for Apartment Type in Three Crowns Park, irrespective of location and subject to the following terms and conditions:

- I. Waiting List Deposit shall be a sum equal to \$1,250.00 of which \$1,000.00 shall be refundable and \$250 shall be a one-time application fee, refundable for a period of 14 days following execution of this Agreement and nonrefundable thereafter. Please make your deposit check in the amount of \$1,250 payable to *Three Crowns Park*.
2. A Confidential Data Application executed by the Applicant is attached to and made part of this Agreement. This Agreement does not and should not be construed to vest or create any right or interest in Applicant to establish residence or right of residency or right to receive services or care under the Residence Agreement or otherwise at Three Crowns Park until such time as a Residence Agreement has been fully executed and all monies required to be paid by said Residence Agreement have been deposited with Provider or its authorized agent.
3. The Entrance Fee and Monthly Service Fee for the unit type selected above shall be established by Provider for said unit type at the time a specific unit becomes available and is selected by the Applicant and confirmed with a deposit equal to 10% of the Total Entrance Fee for the unit selected.
4. The Provider will notify Applicant of the availability of a unit of the type specified in this Agreement when Applicant's priority number reaches the top of the list. Applicant will be notified irrespective of unit location. Applicant shall have fifteen (15) business days from the date of notice in which to execute the Residence Agreement and place a 10% deposit, as provided in paragraph 3, to secure the unit. Upon execution of the Residence Agreement, \$1000 of the Waiting List Deposit will be credited toward the Residence Agreement deposit.

If Provider notifies the Applicant on two occasions of the availability of a unit of the type specified in this Agreement, and the Applicant chooses not to execute a Residence Agreement within fifteen (15) business days following the date of the second notice of availability, the Applicant shall automatically forfeit any right to the offered unit and be placed again at the top of the Waiting List of the desired unit type.

The third time Provider notifies the Applicant of the availability of a unit of the type specified in this Agreement, and the Applicant chooses not to execute the Residence Agreement within fifteen (15) business days following the date of the third notice of availability, the Applicant shall automatically forfeit any right to the offered unit and be placed at the bottom of the Waiting List for that desired unit type.

5. Applicant shall have the right to cancel this Agreement and his/her reservation on the Waiting List at any time. Within thirty (30) days following receipt of written notice from the Applicant of his/her election to cancel this Agreement, Provider shall return the refundable portion of the Applicant's Waiting List Deposit, as provided in paragraph 1 above to the Applicant. Upon return of said deposit after cancellation by the Applicant, this Agreement shall be of no further force and effect and the Applicant's name shall be removed from the Waiting List.

Director of Marketing, Three Crowns Park

Applicant

Applicant

Date: _____