

Avery Point PRIORITY LIST APPLICATION

I hereby make application for a secured position on the **Avery Point Priority List.**

Priority Date: _____

(To be completed by sales counselor. Priority date is determined by the date this application is received at the Sales and Information Office.)

As you join the Priority List, we ask that you further designate whether you wish to be on the "Standby" or "Futures" part of the Priority List. Both designations maintain your same, all-important priority date. If you would like to review available apartment homes when selections are available for reservation, please designate "Standby Priority." Our sales counselor will call you as soon as the type of apartment home you specify is available. If you are not sure when you would like to move, please designate "Futures Priority."

RESERVATION

I am reserving the following apartment home:

Apartment # _____

STANDBY PRIORITY

I would like to move to the next available apartment home that meets my preferences.

FUTURES PRIORITY

I wish to establish my priority status with the intent of moving at a later date.

My living accommodation preference:

ONE BEDROOM ONE BEDROOM & DEN TWO BEDROOM

OTHER _____

NAME _____ DATE OF BIRTH _____

MARITAL STATUS _____

NAME _____ DATE OF BIRTH _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE _____ EMAIL _____

WERE YOU REFERRED BY ANYONE? _____

**Please sign this application and return it with your check to Avery Point.
A copy will be returned to you for your records.**

APPLICANT(S) _____ DATE _____

APPLICANT(S) _____ DATE _____

EVERY POINT _____ DATE _____

Please enclose one check for:

(1) The \$1,000 Priority List Deposit. **(2)** A \$150-per-person application fee.

Make your check payable to: Avery Point

Mail to: Avery Point Sales Center, 12000 Avery Point Way, Richmond, VA 23233

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Conditions of the Priority List

- 1) Your status on the Priority List is determined by your priority date with earlier dates having higher priority. Paying the refundable Priority List deposit and the application fee will ensure that you are placed on the list based on the day the Sales and Information Office receives your application
- 2) If you wish to move from the Priority List to an apartment home reservation, you will not need to complete another application or pay another Priority List deposit or application fee. You will need to pay an additional reservation deposit, which is always refundable as per the Residence and Care Agreement.
- 3) Prior to moving to Avery Point, applicants must complete the admissions process, which includes financial and health/service screenings. Avery Point reserves the right to determine if the community offers appropriate care and services for the applicant. Avery Point may offer conditional approval or may offer a different residence than the applicant's preference.
- 4) Joining the Priority List does not ensure that the amount of the Entrance Deposit will not change before the applicant enters the community. Reserving an apartment does ensure that the Entrance Deposit for that specific apartment will not change if the applicant enters the community within the requisite time frame.
- 5) Any electronic signature (including any electronic symbol or process used by a signatory with the intent to sign or authenticate) of this application/agreement shall have the same legal validity and enforceability as an original, manual signature to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, or any similar state law based on the Uniform Electronic Transactions Act.

This agreement may be signed in counterparts, all of which together constitute one agreement.

Entrance Deposit Agreement

- 1) Your \$1,000 Priority List Deposit and any additional deposits will be applied in full toward your Entrance Deposit as you begin your move to Avery Point.
- 2) All deposits will be returned to you before you sign the Residence and Care Agreement: (a) within 30 days of a written request; (b) if you are precluded from moving to the community due to illness, incapacity, or death; or (c) if you are determined to be ineligible for entrance into the community.
- 3) As you complete your move to Avery Point, all of your deposits toward the Entrance Deposit will remain in escrow until either (a) the deposit is returned to you as described in Section 2 above; or (b) the escrow agent releases the Entrance Deposit to Avery Point as permitted by state law and/or the escrow agreement; (c) the construction of the community, not yet operating, is stopped indefinitely before completion; or (d) if the funds have not been released to Avery Point within 3 years of placement in escrow, within 3 years of the start of construction, or within a longer period as deemed appropriate by the State Corporation Commission.
- 4) The Entrance Deposit is also returned to you if you rescind the Residence and Care Agreement within 7 days of making an initial deposit or executing the Agreement, whichever is later and regardless of occupancy.
- 5) Any interest earned on deposits in escrow will be used for the benefit of Avery Point.
- 6) Your \$150-per-person application fee is a one-time, nonrefundable fee. The application fee is refundable only if you exercise the right of rescission described in Section 4 above.



Avery Point
BY ERICKSON SENIOR LIVING™

12000 Avery Point Way
Richmond, VA 23233
AveryPointCommunity.com



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