

the terms governing the refund of any portion of the entrance fee in the event of discharge by the provider or cancellation by the subscriber;

(8) State the terms under which an agreement is canceled by the death of the subscriber;

(9) Provide in clear and understandable language, [and in all capital letters] **BOLDFACE TYPE, AND** in the largest type used in the agreement, whether or not monthly fees, if charged, will be subject to periodic increases;

(10) Provide that charges for care paid in advance in 1 lump sum only shall not be increased or changed during the duration of the agreed upon care;

(11) State which funeral and burial services, if any, will be provided by the provider;

(12) Give a description of the living quarters;

(13) State the conditions, if any, under which a unit may be assigned to the use of another by the subscriber;

(14) State the religious or charitable affiliations of the provider and the extent, if any, to which the affiliate organization will be responsible for the financial and contractual obligations of the provider;

(15) State the subscriber's and provider's respective rights and obligations as to use of the facility and as to real and personal property of the subscriber placed in the custody of the provider;

(16) State that the subscribers shall have the right to organize and operate a subscriber association at the facility and to meet privately to conduct business;

(17) State what, if any, fee adjustments will be made in the event the subscriber is voluntarily absent from the facility for an extended period of time;

(18) Specify the circumstances, if any, under which the subscriber will be required to apply for Medicaid, Medicare, public assistance, or any public benefit program and whether or not the facility is a participant in Medicare or medical assistance;

(19) State that the subscriber has received and reviewed the latest certified financial statement and that a copy of the certified financial statement was received at least 2 weeks before signing the agreement;

(20) Provide that the facility will make available to the subscriber, upon request, any certified financial statement transmitted to the Office;

(21) Where applicable, describe the conditions under which the provider may be issued a certificate of registration, describe the conditions under which the provider may use escrowed deposits, and state the amount of the subscriber's deposit that may be used upon issuance of a certificate of registration;