

(22) State that fees collected by a provider under the terms of a continuing care agreement may not be used for purposes other than those set forth in the agreement; and

(23) Contain **THE FOLLOWING STATEMENT** in [all capital letters] **BOLDFACE TYPE**, AND in the largest type used in the agreement: "A preliminary certificate of registration or certificate of registration is not an endorsement or guarantee of this facility by the State of Maryland. The Maryland Office on Aging urges you to consult with an attorney and a suitable financial advisor before signing any documents."

14.

(a) A subscriber shall have the right to rescind a continuing care agreement for any reason prior to the date of occupancy by the said subscriber.

(b) (1) If, prior to the date of occupancy, the subscriber dies, the provider determines that the subscriber is ineligible for entrance into the facility, or the subscriber elects to terminate the continuing care agreement because of a substantial change in the subscriber's physical, mental or financial condition, the agreement shall be automatically canceled, and the subscriber or the subscriber's legal representative shall receive within 30 days thereafter a full refund of all moneys paid to the provider, except:

(i) Those special additional costs incurred by the provider due to modifications in the structure or furnishings of the unit specifically requested by the subscriber that do not exceed the [reasonable] costs of modification or **REASONABLE COSTS OF** restoration actually incurred by the provider and set forth in writing in a separate addendum to the agreement and signed by the subscriber, and

(ii) A processing fee approved by the Office.

(2) In the event that the subscriber rescinds the continuing care agreement within 90 days after entering into the agreement and prior to the date of occupancy of the unit for any reason other than the reasons specified in subsection (b)(1) of this section, the refund provisions shall be the same as those provided for in subsection (b)(1) of this section. If, prior to the date of occupancy of a unit, the subscriber rescinds the continuing care agreement after the 90-day period for any reason other than the reasons specified in subsection (b)(1) of this section, the provider may require the subscriber to forfeit an amount up to 25% of the subscriber's entrance fee deposit.

(c) A subscriber may rescind a continuing care agreement at any time if the terms of the agreement are in violation of the terms of this subtitle and the subscriber is injured by the violation. The subscriber shall be entitled to treble damages for extensive injuries arising from the violations.

(d) If an applicant for admission to a continuing care facility withdraws the application prior to execution of a continuing care agreement, the applicant shall receive a full refund of all moneys paid to the provider except a processing fee approved by the Office.