

# **INTRODUCTION TO APPLICATION FOR ADMISSION TO THE MASONIC HOME (LIFE CARE)**

On behalf of your Grand Lodge Officers and the Board of Trustees of the Masonic Home, we are pleased to provide you with our Life Care Application. While many of your questions may be answered upon your review of these instructions, you are more than welcome to contact the Masonic Home or our General Counsel with questions or comments. Ultimately, we will have a Committee available to respond to questions relating to the application and our admission procedures.

The Application is set out as follows:

## **PERSONAL INFORMATION**

Pages 1 through 7

This portion is to be completed by or on behalf of the Applicant.

Please complete each section of the application in complete detail. In the event a particular inquiry does not apply, please state inapplicable (N/A). If the space provided is inadequate, please add additional sheets and attach them to the application. Copies of documentation responsive to any of the informational requests should be attached.

## **CONTRACT OF APPLICANT**

Pages 8 through 13

Upon the review of this document, it must be signed by the Applicant before a notary public. In the event a power of attorney is being utilized on behalf of the applicant, a complete copy must be provided.

## **DISCLOSURES**

Pages 14 through 15

Upon the review of this information, these pages are to be initialed by the Applicant.

## **INTERMENT INFORMATION**

Page 16

Upon the review of this information, this page is to be signed by the Applicant. In the event the Applicant has made pre-paid arrangements, copies of this documentation should be attached.

## **ATTORNEY'S REVIEW NOTICE**

Pages 17 through 18

Upon the review of this disclosure, it must be signed by the Applicant before a notary public. In the event a power of attorney is being utilized on behalf of the Applicant, a complete copy must be provided. **Please note we are unable to provide legal advice to the Applicant. Matters pertaining to the indebtedness of an Applicant must be addressed by the Applicant's own attorney.**

## **ACKNOWLEDGMENT(S) FOR CHILD/ CHILDREN OF APPLICANT**

Pages 19 through 20

This document must be signed by each of the Applicant's natural and adopted children before a notary public. Please make additional copies as may be required.

## **MEDICAL RECORDS AUTHORIZATION**

Page 21

Upon the review of this information, this page is to be signed by the Applicant.

## **SPONSORING LODGE DOCUMENTATION**

Pages 22 through 24

It is imperative that the sponsoring lodge be immediately made aware of the Applicant's intention to submit an application for admission to the Masonic Home of Florida. It will be necessary for the matter to be brought before the lodge, voted upon, an investigation committee appointed, and upon the completion of such investigation, the execution of these documents accompanied by the lodge minutes. These documents as well as the minutes must bear the seal of the lodge.

## **PHYSICIAN'S REPORT**

Pages 25 through 28

As this portion of the Application is to be completed by the Applicant's physician, an appointment should be scheduled by the Applicant as soon as possible. Please note that CBC reports, Chest X-Rays and the results of TB tests must be dated within ninety (90) days of submission of the completed application.

## **SAMPLE OF FORMS**

Pages 29 through 44

These forms, together with a deed to any real property owned by the Applicant, Department of Motor Vehicle transfer forms, if applicable, and such other documents as may be required by the Digest of Masonic Law will be prepared for the Applicant and are required to be signed upon admission.

## **ADDITIONAL DOCUMENTATION**

Please note that while these additional document requests may seem extensive or overly burdensome, they are required in order that we may fully review your circumstances and to expedite your application.

## **BANK /INVESTMENT ACCOUNT STATEMENTS**

Copies of all bank statements (Checking, Savings, Money Market and Certificate of Deposits) and Brokerage or Investment Account Statements must be provided **for the last five (5) years.**

In the event your bank statements do not include copies of checks, please understand we may call upon the Applicant to explain and/or provide copies of checks whose amounts are deemed excessive in comparison to their usual expenses or are otherwise extraordinary.

## **LIFE INSURANCE**

We have found that perhaps one of the most common reasons for delays in admission upon approval of an Applicant relate to the transfer of ownership and changing the beneficiary arrangement of life insurance policies, annuities, etc. The Applicant should request ownership and beneficiary change forms as well as a current value statement of the policies immediately upon receipt of the application.

## **REAL/PERSONAL PROPERTY**

If you have recently sold or refinanced your home, automobile or other property, the furnishing of the closing statements or other documentation for these transactions will again prevent delays in your application and our need for further inquiry. A copy of your mortgage statement, owner's policy of title insurance and survey for any real property owned will assist in expediting your Application.

## **TAX RETURNS**

Complete copies of the Applicant's tax returns with all Schedules for the preceding five years are required to be submitted **with the application**.

**If the Applicant has filed tax returns and they are not in his/her possession or obtainable through their accountant, an IRS Form 4506 (see attached) must be completed and forwarded to the Internal Revenue Service immediately. The tax returns are required to be submitted with the completed Application.**

As each form only allows for a request of four (4) years, it may require the submission of two forms. The following link will take you directly to the form which can be completed on screen, printed and mailed

<http://www.irs.gov/pub/irs-pdf/f4506.pdf>

**Alternatively, if the Applicant has not filed a return for the last five years or any year within this period, we will require the written response by the Internal Revenue Service to a telephone request (800-829-1040) by the Applicant**

for copies of all W-2s and 1099s received by the Internal Revenue Service for the taxpayer (Applicant) in the last five years. They will fax this information to the Applicant or the Applicant may utilize the fax at our Admissions Office at (727) 821-6775.

## **REMEMBER**

The completed application, together with all supporting documentation and a cover letter on the District Deputy Grand Master's letterhead must accompany the application.

Due to the amount of time involved in reviewing applications prior to our monthly Admissions Committee meeting, **completed applications**, together with all supporting documentation, must be received by the Masonic Home at least **ten (10) days** prior to the next regular meeting of the Board of Trustees. Incomplete or untimely applications will be held over to the following month for consideration.

In no **event** shall any personal property be removed from the Applicant's place of residence once the application process for admission to the Masonic Home of Florida has begun without the express written consent of the Admissions Committee. Similarly, no one, particularly a member of the sponsoring lodge, shall receive as a gift or purchase any personal property of the Applicant without such consent.

**Last Updated: August 9, 2011**

**Section One  
For Applicant**

APPLICATION  
THE MASONIC HOME OF FLORIDA  
LIFE CARE

To the Board of Trustees of The Masonic Home of Florida:

I, \_\_\_\_\_, the undersigned, hereby apply for admission to the Assisted Living Facility or Nursing Facility under the Life Care plan of The Masonic Home of Florida, and submit the following statement, which I declare to be true in every particular.

1. My eligibility for admission is based on the following:

**Master Mason:**

I am a member of \_\_\_\_\_ Lodge No. \_\_\_\_\_, located in \_\_\_\_\_, Florida.

I have been a member of the above named Lodge from \_\_\_\_\_ to \_\_\_\_\_.

**Relationship to a Master Mason:**

I am the (wife, widow) of \_\_\_\_\_, who (is, was) a member of \_\_\_\_\_ Lodge No. \_\_\_\_\_, located in \_\_\_\_\_, Florida.

He (has been, was) a member of the above named Lodge from \_\_\_\_\_ to \_\_\_\_\_.

**PERSONAL AND FAMILY HISTORY**

2. Applicant's Name: \_\_\_\_\_

3. Date of Birth: \_\_\_\_\_ Place of Birth: \_\_\_\_\_

If foreign born: Status of citizenship: \_\_\_\_\_

Alien Registration #: \_\_\_\_\_

4. Did you ever serve in the U.S. Armed Forces? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, give war, branch, and dates of service: \_\_\_\_\_

5. Education: (specify highest grade completed)

Elementary or Secondary (0-12): \_\_\_\_\_ College (1-4 or 5+): \_\_\_\_\_

6. Father's Name: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_ Place of Birth: \_\_\_\_\_  
Date of Death: \_\_\_\_\_ Place of Death: \_\_\_\_\_
7. Mother's Name: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_ Place of Birth: \_\_\_\_\_  
Date of Death: \_\_\_\_\_ Place of Death: \_\_\_\_\_
8. Spouse's Name: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_ Place of Birth: \_\_\_\_\_  
Date of Death: \_\_\_\_\_ Place of Death: \_\_\_\_\_
9. Place of Residence: \_\_\_\_\_,  
since \_\_\_\_\_, with \_\_\_\_\_, related to me  
as \_\_\_\_\_. Home phone #: \_\_\_\_\_.
10. Previous Residence: \_\_\_\_\_,  
with \_\_\_\_\_, related to me as \_\_\_\_\_.
11. List all Masonic-affiliated organizations (and the location) to which you currently belong:  
\_\_\_\_\_  
\_\_\_\_\_
12. List Eastern Star Chapter (if applicable): \_\_\_\_\_
13. My Occupation: A. Present: \_\_\_\_\_ B. Past: \_\_\_\_\_
14. Social Security #: \_\_\_\_\_
15. Medicare A: \_\_\_\_\_  
Medicare B: \_\_\_\_\_  
Medicare D: \_\_\_\_\_
16. Railroad Retirement #: \_\_\_\_\_

17. List all medical insurance policies other than Medicare: (include dental & prescription benefits)

Company Name: \_\_\_\_\_

Complete Address: \_\_\_\_\_

Policy/Certificate #: \_\_\_\_\_

18. List all life insurance policies: (additional policies, use a separate sheet)

Company Name: \_\_\_\_\_

Policy #: \_\_\_\_\_ Amount \$: \_\_\_\_\_

Beneficiary: \_\_\_\_\_

Are there any loans against any of said policies? \_\_\_\_\_

If "Yes", give amount \$ \_\_\_\_\_

Is the policy paid in full \_\_\_\_\_. If NO, list the premium amount \$ \_\_\_\_\_.

Circle How Paid: Automatic Deduction or Check

19. My marriages have been as follows:

Spouse's Full Name: \_\_\_\_\_

Dates of Marriage \_\_\_\_\_ to \_\_\_\_\_

Spouse's Full Name: \_\_\_\_\_

Dates of Marriage \_\_\_\_\_ to \_\_\_\_\_

20. I have had \_\_\_\_\_ children. A. Sons: \_\_\_\_\_ B. Daughters: \_\_\_\_\_

21. Sons living:

Name	Age	Complete Address	Occupation	Phone
A. _____	_____	_____	_____	_____
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____
D. _____	_____	_____	_____	_____



22. Daughters living:

Name	Age	Complete Address	Occupation	Phone
A.	_____	_____	_____	_____
B.	_____	_____	_____	_____
C.	_____	_____	_____	_____
D.	_____	_____	_____	_____

23. Brothers and sisters living:

Name	Age	Complete Address	Phone
A.	_____	_____	_____
B.	_____	_____	_____
C.	_____	_____	_____
D.	_____	_____	_____

**NOTE:** An “Acknowledgment, Waiver and Agreement of Son/daughter” from each living adult son or daughter must accompany this application being made; the reasons why he or she is unable to support you; whether or not he or she can contribute toward your support; and how much; and, if the application is approved, his or her acquiescence to the rules and regulations governing residents of the Home including the disposition of your estate and other assets.

24. Who should be contacted in the event of your illness or death?

Name: \_\_\_\_\_  
Complete Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone #: \_\_\_\_\_ Relationship: \_\_\_\_\_

25. Do you have a Durable Power of Attorney? Yes \_\_\_ No \_\_\_ If "Yes", give details below:  
Name: \_\_\_\_\_  
Complete Address: \_\_\_\_\_  
Telephone #: \_\_\_\_\_

**\*If yes, this must be revoked prior to admission and a new durable power of attorney executed in favor of the administrator of the Masonic Home.**

26. Do you have a Health Care Surrogate? Yes \_\_\_ No \_\_\_ If "Yes", give details below:  
Name: \_\_\_\_\_  
Complete Address: \_\_\_\_\_  
Telephone #: \_\_\_\_\_

**If "No", a Health Care Surrogate must be appointed and paperwork completed before the time of admission.**

27. Have funeral arrangements been made? Yes \_\_\_ No \_\_\_  
Have funeral arrangements been prepaid? Yes \_\_\_ No \_\_\_  
Funeral Home: \_\_\_\_\_  
Complete Address: \_\_\_\_\_  
Telephone #: \_\_\_\_\_

Cemetery Name: \_\_\_\_\_  
Complete Address: \_\_\_\_\_  
Telephone #: \_\_\_\_\_ Cemetery Plot Location: \_\_\_\_\_

28. List the name and address of the person you wish personal belongings released to:  
\_\_\_\_\_  
\_\_\_\_\_

29. Religion or denomination to which you belong: \_\_\_\_\_  
Name and address of your church: \_\_\_\_\_  
\_\_\_\_\_

30. The following is a full list of property of every kind and character owned by me at the present time.

Give the name and complete address of the institution where funds or investments are located.

A. Funds in Checking \$ \_\_\_\_\_ Institution: \_\_\_\_\_

Account Number: \_\_\_\_\_

Complete Address: \_\_\_\_\_

B. Funds in Savings \$ \_\_\_\_\_ Institution: \_\_\_\_\_

Account Number: \_\_\_\_\_

Complete Address: \_\_\_\_\_

C. Pension \$ \_\_\_\_\_ Institution: \_\_\_\_\_

Complete Address: \_\_\_\_\_

\_\_\_\_\_

D. Annuity(ies) \$ \_\_\_\_\_ Institution: \_\_\_\_\_

Complete Address: \_\_\_\_\_

\_\_\_\_\_

E. Social Security \$ \_\_\_\_\_

F. Other Income \$ \_\_\_\_\_ From what source: \_\_\_\_\_

G. Govt. Bonds \$ \_\_\_\_\_. List in detail on another sheet. Include institution and address.

H. Savings Bonds \$ \_\_\_\_\_. List in detail on another sheet. Include institution and address.

I. C.D.'s \$ \_\_\_\_\_. List in detail on another sheet. Include institution and address.

J. IRA \$ \_\_\_\_\_. Institution: \_\_\_\_\_

Complete Address: \_\_\_\_\_

K. Stocks/Investments \$ \_\_\_\_\_. List in detail on another sheet. Include institution and address.

L. Real Estate Address: \_\_\_\_\_

Estimated Value \$ \_\_\_\_\_

M. Mortgages:

Name of Institution: \_\_\_\_\_

Address Number: \_\_\_\_\_

Loan Amount: \_\_\_\_\_

Customer Service Number: \_\_\_\_\_

N. Homeowners Association. Yes \_\_\_\_\_ No \_\_\_\_\_

Contact Information: \_\_\_\_\_

O. Mobile Home. Yes \_\_\_\_\_ No \_\_\_\_\_

Contact Information: \_\_\_\_\_

31. Give the name, address, and phone number of anyone indebted to you and indicate whether the indebtedness is in writing: \_\_\_\_\_  
\_\_\_\_\_

32. Are you the co-signer or the guarantor of any notes? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain:  
\_\_\_\_\_

33. Have you made a will? Yes \_\_\_\_\_ No \_\_\_\_\_

**\*Upon admission to the Masonic Home of Florida, you will be required to execute a new will.**

34. Have you executed a deed or conveyance to anyone of any real or personal property within the last 5 years? Yes \_\_\_\_\_ No \_\_\_\_\_ If "Yes", please give details:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## CONTRACT OF APPLICANT

This Contract made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between The Masonic Home of Florida, herein referred to as the “Home”, and \_\_\_\_\_ herein referred to as the “Applicant.”

For and in consideration of the Home admitting the Applicant and providing for the maintenance, care and support of said Applicant at the Home, it is hereby understood and agreed to by and between the undersigned parties as follows:

### Scope of Services:

The services, as hereinafter set forth and reflected in the attached schedule(s) for Skilled Nursing or Assisting Living, shall be provided to Applicant at the Masonic Home (unless otherwise provided) for the entire duration of the Applicant’s residency at the Masonic Home.

Grand Lodge, by and through the Home, shall provide for all needs of the resident including but not limited to room, board, special diets, clothing, shoes, bed linens, prosthetic or orthopedic appliances, walkers, chairs, crutches, or canes as prescribed by a physician, personal necessities, toiletries, and medical and dental care prescribed by the Home physicians and determined by the Board of Trustees of the Home to be necessary and proper under the prevailing circumstances, excluding medical services that cannot be furnished by the facility or staff. The Home shall provide appropriate recreational activities. The present daily value of such care is \_\_\_\_\_

### Changes to Fee Schedule:

The charges for the services rendered by the Home to Applicant are reviewed periodically and may be increased upon sixty (60) days prior notice.

### Physical Condition of Applicant:

The physical condition of the Applicant must be such that Applicant can safely reside in an Assisted Living or Skilled Nursing environment and that the Home has adequate facilities (or the available off premises facilities) to provide such care to Applicant. Applicant agrees to furnish certification from his/her physician that he/she is/are in acceptable health to reside in the facility. A current personal physician's report must be completed by the health care provider prior to admission to the Home.

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August, 2011

Membership or Ownership Right(s):

The Applicant does not, by virtue of the acceptance of this Contract by the Home or the residency of the Applicant, receive any form of transferable membership or ownership right in the facility.

Transfer of Assets:

Upon notice of the approval of my application, and at or before the time of my admission thereto, I will immediately make, execute, and deliver to said Masonic Home of Florida or The Most Worshipful Grand Lodge of Free and Accepted Masons of Florida, as required, good and sufficient deeds, bills of sale, powers of attorney, or other instrument or instruments satisfactory to the Board of Trustees of said Home, conveying, assigning and transferring to said Masonic Home of Florida, its successor and assigns forever, all my rights, title interest, estate, claim and demand both at law and in equity, of, in and to, all property of every kind, character and description, real, personal and mixed, including any and all rights under any and all life insurance policies and/or contracts, which I own, to which I may have title, or am entitled to, together with all and singular the hereditaments thereunto belonging, each and all of which shall thereupon become the absolute property of the Home.

I further agree that, if for any reason I should not during my life, transfer, convey, and deliver possession of all or any part of either now owned or hereafter acquired property to The Home as required by this contract, the title thereto shall be vested in The Masonic Home of Florida, and it shall have full authority to take possession thereof as its own. I understand that, upon admission, if I present more than \$10,000 in liquid assets I will have 10% of any amount over \$10,000 returned to me to be used in a personal account. If assets are liquidated after admission, i.e., real property or automobile, 10% of the amount over \$10,000 will also be returned for personal use. I further understand that no assets will be returned to me if I present less than \$10,000. I acknowledge that upon my passing, any and all monies paid and assets transferred shall be considered earned in full and shall become the property of the Home. However, if my spouse is also a resident, the remaining trust fund shall be transferred in full to the surviving spouse.

Asset Production and Investigation:

Applicant agrees to furnish The Masonic Home of Florida with income tax records, bank statements, investment account statements, transfer or assets statements, or any other applicable financial records for five years prior to submission of any application for admission. If any property is listed, a property tax valuation statement may be requested as well. Applicant further gives his/her permission for The Grand Lodge of Florida F. & A. M. doing business as the Masonic Home of Florida, to conduct an asset search and required credit check for purposes to determine eligibility.

Termination of Contract:

By the Home:

In the event Applicant repeatedly violates any of the rules and regulations of the Home as may from time to time be amended, Applicant shall be subject to dismissal from the Home. Applicant will be provided no less than thirty (30) days written notice of dismissal by the Board of Trustees of the Masonic Home, unless there has been a good faith determination that the Applicant is a danger to himself, herself or others, in which event only such notice as is reasonable under the circumstances shall be provided.

By Applicant:

The Applicant may cancel this Contract, within 7 days after executing this Contract. Applicant shall not be required to move into the facility before the expiration of the 7 day period

This Contract may be cancelled by Applicant after occupying the Home upon no less than thirty (30) days written notice to the Board of Trustees of the Masonic Home.

Refund(s):

Upon cancellation of this Contract by either the Home or the Applicant, the value of any property received by the Home through the time of cancellation and/or any monies received from the applicant, less the reasonable cost of services to the Applicant, a four (4%) percent processing fee and an administrative fee of two (2%) per month shall be refunded to the Applicant. Such refund shall be made within 120 days after the giving of the notice of cancellation.

Waiver:

No obligation of Applicant under this Contract shall be deemed waived by any course or pattern of conduct by The Home.

Affiliation:

The Home is not affiliated with any religious, nonprofit, proprietary organization or management entity with the sole exception of The Most Worshipful Grand Lodge of Free and Accepted Masons of Florida. The Most Worshipful Grand Lodge of Free and Accepted Masons of Florida is fully responsible for the financial and contractual obligations of the Home. The Masonic Home of Florida is a tax exempt, 501 ( c ) (10) entity.

Rules and Regulations:

It is understood and agreed that by execution hereof, Applicant has read and signed a copy of the Resident Rules and has been provided with a copy of the Resident's Bill of Rights and agrees to abide by all of the rules and regulations of the Home as well as the following:

Applicant agrees to keep the Home premises in clean condition and agrees to make no alterations, additions or structural changes to any part of the Home.

The Applicant has a right to privacy in his/her room. Smoking is not permitted in the resident's room. Smoking is only permitted in posted areas outside the building

Applicant will be liable for damage to the contents of the room and the room itself and will be charged according to replacement cost.

Applicant shall, prior to admission, provide a fully executed Durable Power of Attorney and a separate instrument entitled "Designation of Health Care Surrogate".

Liability:

The Home will not be liable to Applicant or any other person for any damage to property or injury to Applicant or other persons on or off the Home premises from any cause whatsoever, including but not limited to acts of God or defects in the premises. Applicant shall indemnify and hold harmless the Home from and against any and every kind arising out of, or connected with resident use or occupancy of the Home premises. The Home is not responsible for any personal effects or property of the Applicant. The Home will not be responsible for payment of any bills, debts or other expenses incurred by the Applicant, whether prior or subsequent to admission.

Attorneys' Fees and Costs:

In the event any payment due hereunder is not paid within fifteen (15) days from the date such payment is due, Applicant will be charged a 1.5% service charge of the total balance due. Applicant will additionally be responsible for all legal fees, including appeals and court costs, incurred by the Home to collect any sums due, whether suit be instituted or not.



Entire Contract:

This Contract supersedes any and all other Contracts, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and contains all of the covenants and agreements between the parties with respect to said matter. Each party to this Contract acknowledges that no representations, inducements, promises, or agreements orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Contract shall be valid or binding.

Choice of Law/Venue:

The validity of this Contract, and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and construed pursuant to and in accordance with the laws of the State of Florida. In the event of any litigation arising out of the terms or obligations of this Contract, suit shall be brought in Pinellas County, Florida.

Certification:

I certify that the foregoing agreement has been explained to me by a representative of my sponsoring Lodge or Chapter. I further certify the answers to the foregoing questions have been completed by me or my direction, and I find the answers to be true, correct and complete to the best of my knowledge. I further certify that I am of sound mind and under no constraint or undue influence whatsoever and that I am entering into this agreement freely and voluntarily.

Acknowledgment:

I further acknowledge and agree that any untruthfulness or evasion in any of my answers to the questions in my application; concealment of disposal of property to avoid conveyance to said Home; any Misrepresentation as to my health, physical condition, financial means or any other fact or thing, as set forth in my application, shall be sufficient reason for the rejection of my application, and my immediate expulsion from The Home if I shall have been admitted a resident thereof.

88052  
August, 2011

IN WITNESS WHEREOF, the parties have hereunto set their hands the day first above written.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Witness

**“This facility and all other continuing care facilities in the State of Florida are regulated by chapter 651, Florida Statutes. A copy of the law is on file in this facility. The law gives you or your legal representative the right to inspect our most recent financial statement and inspection report before signing this Contract”**

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

I hereby certify that on this day before me, an officer duly qualified to take acknowledgments, personally appeared \_\_\_\_\_ who did take an oath.

WITNESS my hand an official seal in the county and state last aforesaid this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of Florida

My commission expires:

\_\_\_\_\_  
Print, Type or Stamp Name of Notary

- Personally known to me, or
- Produced identification: \_\_\_\_\_  
Type of identification

The Masonic Home of Florida

\_\_\_\_\_  
By:

## MASONIC HOME OF FLORIDA APPLICANT INFORMATION

The Board of Trustees Pay Basis Program consists of providing assisted living services and 24 hour nursing care facilities. The Home makes room and bed assignments in accordance with the residents physical and mental condition. Resident acknowledges that bed/room assignments may be changed in order to provide a proper environment for all residents. Residents, family/legal representative will be notified of any room or roommate changes.

In order to be eligible for Assisted Living Facilities an applicant must be capable of the following:

- Self-medication or supervision/assistance of medication
- Able to take own bath/shower\*
- Be able to dress self without assistance
- Able to make own bed
- Able to get to dining room without assistance
- Be alert and oriented to person, place and time

\*Thorough bathing (as opposed to sponge bathing) is required at least two times weekly whether or not assistance is provided. This is essential for cleanliness and personal hygiene.

### STANDARD SERVICES PROVIDED INCLUDE THE FOLLOWING:

- Room
- Three meals daily
- Electric and utilities
- T. V. Cable
- 24 Hour assistance
- Assistance with scheduling doctor and dentist appointments
- Transportation to prearranged physician or dental appointments within a 10 mile radius from Home.
- Emergency assistance
- Weekly housekeeping service

INITIAL \_\_\_\_\_

88052  
August, 2011

**THE MASONIC HOME OF FLORIDA INFORMATION FOR  
APPLICANTS TO THE NURSING CARE CENTER**

New admissions to the 24 Hour Nursing Center will be evaluated for two months by professional nurses, care givers and the Home's Physician. Thereafter, each resident will be evaluated on a quarterly basis.

**NURSING CENTER INCLUDE THE FOLLOWING:**

All standard services provided to Assisted Living Facilities, plus:

- 24 Hour Nursing Care
- Assistance with bathing twice weekly
- Bed make up
- Housekeeping
- Laundry
- Dining and activities assistance as needed
- Incontinent Care
- Assistance with dressing and undressing as required
- Emergency Assistance
- Social Services

**INITIAL** \_\_\_\_\_

THE MASONIC HOME OF FLORIDA  
Funeral, Cremation & Burial Policy  
For Life Care Residents Without Prepaid Arrangements

Life care residents of the Masonic Home of Florida that do not have prepaid funeral service or cremation arrangements will have the following services provide by The Masonic Home of Florida and available from Anderson McQueen Funeral Home of St Petersburg, Florida.

The Masonic Home of Florida agrees to pay for the following:

1. A traditional funeral service or memorial service for cremation may be held at Anderson McQueen Funeral Home, if desired, The Masonic Home Chapel, or a church within the limits of Pinellas County.
2. Interment or internment at Memorial Park Cemetery Masonic Section in St Petersburg, Florida. (Includes opening and closing of this grave site only.)
  - a. Service folders, Register book
  - b. Visitation at Anderson McQueen Funeral Home, if desired.

Any request made by the resident's family to the Funeral Home not within the scope of items listed above will be the sole responsibility of the family. The family must arrange payment of these items with the funeral home.

Any deviation from this policy will only be allowed at the discretion of the Administrator or Authorized representative of The Masonic Home of Florida.

*I have read and understand the above policy for funeral, cremation and burial of Life Care residents.*

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

**NOTICE TO APPLICANT: RIGHT TO INDEPENDENT COUNSEL**

This application contains provisions for the transfer of all assets and investments of the applicant to The Most Worshipful Grand Lodge of Free and Accepted Masons of Florida (Grand Lodge), the owner and operator of the Masonic Home of Florida and the requirement that the applicant execute a will leaving everything owned or which may be owned by the applicant to The Grand Lodge. The applicant is advised and encouraged to have this application, the proposed will and all other documents to be executed, reviewed by legal counsel of his or her choosing prior to signing any of them, and to be advised of the legal ramifications involved in each of them. The applicant may waive the right to independent counsel. However, in the event such a waiver is executed by the applicant it shall constitute full and complete acceptance of the requirements and provisions contained herein as well as the proposed will and other documents. The failure to seek and receive independent counsel shall constitute neither a defense to the provisions of this application, said will or any other documents, nor a basis for applicant or his estate to refuse or contest compliance therewith.

**APPLICANT MUST INITIAL ONE:**

\_\_\_\_\_

**WAIVER**

Applicant acknowledges that he/she has been advised of his/her right to seek the advice of independent counsel prior to the execution of this application, and that this applicant does hereby waive said right and agrees to all of the terms and conditions of the application and as above set forth, without the benefit of counsel.

\_\_\_\_\_

**NON-WAIVER**

Applicant acknowledges that he/she has been advised of his/her right to seek the advice of independent counsel prior to the execution of the application to The Masonic Home. Applicant does hereby assert said right and has selected \_\_\_\_\_, attorney at law, to represent him/her in the review of the application. Applicant has received the advice of said attorney and desires to proceed with the requirements of the application.

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Signature of Applicant

88052  
August, 2011

STATE OF FLORIDA  
COUNTY OF

Sworn to or affirmed and signed before me by \_\_\_\_\_ on  
this \_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Print, Type or Stamp Name of Notary

\_\_\_ Personally known

\_\_\_ Produced identification

Type of identification produced \_\_\_\_\_

ACKNOWLEDGMENT, WAIVER AND AGREEMENT OF SON/DAUGHTER

I am the son/daughter of \_\_\_\_\_, who has made application for admission to The Masonic Home of Florida. I understand that all my parent's assets, including all transfers that may have been made without full and adequate consideration in the past five (5) years, must be transferred to The Most Worshipful Grand Lodge of Free and Accepted Masons of Florida and I acknowledge the following: **(Initial as applicable)**

\_\_\_\_\_ I am unable to contribute toward the support and maintenance of my parent while a resident at The Masonic Home of Florida.

\_\_\_\_\_ If my parent is admitted into the Masonic Home of Florida, I agree to pay to The Most Worshipful Grand Lodge Free and Accepted Masons of Florida the sum of \$ \_\_\_\_\_ each month beginning with the admission into the Home until \_\_\_\_\_.

\_\_\_\_\_ I authorize the Administrator to handle all funeral arrangements for my parent in accordance with the Funeral, Cremation & Burial Policy For Life Care Residents Without Prepaid Arrangements of The Masonic Home of Florida. I further acknowledge that any additional arrangements and/or requests that result in expenses in excess of the foregoing policy will be paid by me and I agree to hold indemnify and hold harmless The Masonic Home of Florida and/or The Most Worshipful Grand Lodge of Free and Accepted Masons of Florida from such expenses.

I acknowledge that my parent has made application to The Masonic Home of Florida and has completed the required application and addendum freely and voluntarily and is under no constraint or undue influence to do so. I understand that as a result of my parent's admission, and in consideration thereof, a new will is required to be executed by my parent that will name the Masonic Home Endowment Fund, Inc., a 501 (c) (3) charitable organization as his/her sole beneficiary. I waive any and all claims and/or objections which I now or may hereafter have to such sole beneficiary's designation, in the property conveyed or agreed to be conveyed to The Masonic Home of Florida, The Most Worshipful Grand Lodge of Free and Accepted Masons of Florida or the Masonic Home Endowment Fund, Inc., a 501 (c) (3) charitable organization.

INITIAL \_\_\_\_\_

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August, 2011



In the event that I (i) become aware of, (ii) become entitled to or (iii) receive any beneficial interest(s) or account(s) of my parent, including but not limited to any life insurance policy or benefit, annuities, pensions, death benefits, or any other funds or assets not previously transferred to The Masonic Home of Florida, The Most Worshipful Grand Lodge of Free and Accepted Masons of Florida or the Masonic Home Endowment Fund, Inc., a 501 (c) (3) charitable organization, I shall immediately make The Masonic Home of Florida aware of such and agree to assign to, pay over and/or to assist in obtaining the same to or for the benefit of The Masonic Home of Florida, The Most Worshipful Grand Lodge of Free and Accepted Masons of Florida or the Masonic Home Endowment Fund, Inc., a 501 (c) (3) charitable organization. In the event it becomes necessary to institute legal proceedings to enforce the terms of this paragraph as to (iii) herein above, the prevailing party shall be entitled to a reasonable attorneys fee and court costs through the trial and appellate levels.

\_\_\_\_\_  
Signature

STATE OF  
COUNTY OF

Sworn to or affirmed and signed before me by \_\_\_\_\_ on  
this \_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary Public, State of

\_\_\_\_\_  
Print, Type or Stamp Name of Notary

\_\_\_ Personally known  
\_\_\_ Produced identification  
Type of identification produced \_\_\_\_\_

(Make multiple copies as may be required)

**Section Two  
For The Lodge**

**INSTRUCTIONS TO THE COMMITTEE OF INVESTIGATION**

It shall be the duty of the Lodge to see that all questions in the application have been fully answered in complete detail, and that all blank spaces have been filled out with pen and ink or typewritten.

The Committee shall report in favor of the applicant only when it finds that the applicant is of sound mind, free from contagious or infectious diseases, is unable to provide self support, and has no living relatives to furnish the same.

If the report of the committee shall be in favor of the applicant, the application with said committee's recommendation shall be laid before the Lodge for action.

**CERTIFICATE BY COMMITTEE**

To the Worshipful Master of \_\_\_\_\_ Lodge No. \_\_\_\_\_

Your committee appointed to investigate the foregoing application, of:

\_\_\_\_\_

reports that the following members have participated in the investigation;

Name

Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

And that they have verified the answers to the questions in this application.

1. Is the applicant of good character? Yes \_\_\_\_\_ No \_\_\_\_\_

Of temperate habits and not addicted to the use of alcohol or narcotics? Yes \_\_\_\_\_ No \_\_\_\_\_

2. Does he or she have clean habits? Yes \_\_\_\_\_ No \_\_\_\_\_

State Habits, giving some detail: \_\_\_\_\_

\_\_\_\_\_

The undersigned committee, appointed to investigate the foregoing application, reports that we have carefully examined the same, and verily believe that the facts herein stated are true, and:

Approve it \_\_\_\_\_ Reject it \_\_\_\_\_ for the following reason(s):

\_\_\_\_\_

Committee members' signatures:

\_\_\_\_\_ Date

\_\_\_\_\_ Date

\_\_\_\_\_ Date

**LODGE RESOLUTION**

At the stated meeting of the \_\_\_\_\_ Lodge No. \_\_\_\_\_ held at \_\_\_\_\_, Florida on the \_\_\_ day of \_\_\_\_\_, 20\_\_, the following preambles and resolutions were adopted:

Whereas \_\_\_\_\_ seeks admission to The Masonic Home of Florida; and

Whereas, after due examination, it has been determined that from the applicant's circumstances, habits and living conditions, he/she is eligible for and worthy of admission to The Masonic Home of Florida, therefore, be it;

Resolved, that this Lodge recommends admission of the applicant and

Resolved, that this Lodge acknowledges its' responsibility for providing transportation for said applicant to The Masonic Home of Florida; and

Resolved, that this Lodge acknowledges its' continued responsibility for the applicant pursuant to the Digest of Masonic Law, Appendix: Masonic Home Rules and Regulations, Chapter 7, article 7.06; and

Resolved, that after said applicant shall have been admitted as a resident of The Masonic Home of Florida, the applicant or her qualifying spouse/son shall not be suspended by this Lodge for non-payment of dues.

IN WITNESS WHEREOF, said \_\_\_\_\_ Lodge No. \_\_\_\_\_, has caused these presents to be signed by its Worshipful Master and Secretary at a regular meeting of said Lodge and its corporate seal to be hereunto affixed, this \_\_\_ day of \_\_\_\_\_, 20\_\_.

X \_\_\_\_\_  
(Worshipful Master)

X \_\_\_\_\_  
(Secretary)

LODGE SEAL:

**Section Three  
For Physician**

RECORDS TRANSFER REQUEST

Date: \_\_\_\_\_  
To: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

I, \_\_\_\_\_, hereby authorize the release of a copy of my medical records.

I request that they be sent to:

Director of Nursing  
The Masonic Home of Florida  
3201 1<sup>st</sup> Street NE  
St Petersburg, FL 33704

These records are necessary for placement into our Assisted Living or our 24 hour Skilled Nursing Care.

\_\_\_\_\_  
Print Name Signature

Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Social Security No: \_\_\_\_\_

## PHYSICIAN'S REPORT OF HISTORY AND PHYSICAL EXAM

The Masonic Home of Florida must ensure that each individual admitted to the facility has written approval of a recommendation for admittance by a medical practitioner. Each resident admitted to The Masonic Home of Florida must have a history and physical examination completed by a medical practitioner within 30 days prior to or 14 days after admission. Each resident must remain under the care of a medical practitioner.

### HISTORY

1. Full name of applicant: \_\_\_\_\_
2. Birth date: \_\_\_\_\_ Previous occupation: \_\_\_\_\_
3. Smoker? (past, present, amount): \_\_\_\_\_
4. Alcohol? (past, present, amount): \_\_\_\_\_
5. Is this person on a therapeutic diet per your order? Please list:  
\_\_\_\_\_  
\_\_\_\_\_
6. Medical conditions: currently active (including constipation, urinary symptoms, dizziness, paralysis, etc.):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. Historical medical problems: inactive (i.e., surgery, past hospitalizations, etc.):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. Current medication: prescription and diagnosis for use:  
Medications: 1. \_\_\_\_\_ Diagnosis: 1. \_\_\_\_\_  
2. \_\_\_\_\_ 2. \_\_\_\_\_  
3. \_\_\_\_\_ 3. \_\_\_\_\_
9. Current medication: non-prescription, (i.e., laxatives, ASA, Tylenol, etc.) and diagnosis for use:  
Medications: 1. \_\_\_\_\_ Diagnosis: 1. \_\_\_\_\_  
2. \_\_\_\_\_ Diagnosis: 2. \_\_\_\_\_  
3. \_\_\_\_\_ Diagnosis: 3. \_\_\_\_\_

10. Medical allergies: \_\_\_\_\_  
 \_\_\_\_\_
11. Any other allergies: \_\_\_\_\_  
 \_\_\_\_\_
12. Immunizations: (Date: If booster was over 10 years ago, please vaccinate.)  
 A. Tetanus/Diphtheria: \_\_\_\_\_ B. Pneumovax: \_\_\_\_\_  
 C. Yearly Flu Vaccination: \_\_\_\_\_ If "No", Why? \_\_\_\_\_  
 D. PPD (Mantoux): \_\_\_\_\_

LAB & X-RAY

1. Urine RBC \_\_\_\_\_ WBC \_\_\_\_\_ Bacteria \_\_\_\_\_ Sugar \_\_\_\_\_ Protein \_\_\_\_\_  
 2. CBS WBC \_\_\_\_\_ Hbg \_\_\_\_\_ Hct \_\_\_\_\_  
 3. Na \_\_\_\_\_ K+ \_\_\_\_\_ BUN \_\_\_\_\_ Glucose \_\_\_\_\_  
 4. Chest X-ray report: \_\_\_\_\_  
 5. EKG report if available or indicated: \_\_\_\_\_  
 6. On continuous Oxygen – ABG's: \_\_\_\_\_

PHYSICAL

1. Mental status (i.e., confused, oriented, alert, cooperative, Alzheimer's, etc.): \_\_\_\_\_  
 \_\_\_\_\_
2. Weight: \_\_\_\_\_ Height \_\_\_\_\_ Pulse (reg. or irreg.): \_\_\_\_\_ Blood Pressure: \_\_\_\_\_
3. HEENT  
 A. Pupils: \_\_\_\_\_  
 B. Vision (good, fair, poor, glasses): \_\_\_\_\_  
 C. Last vision exam: \_\_\_\_\_  
 D. Fundi: \_\_\_\_\_  
 E. TM's: \_\_\_\_\_  
 F. Hearing (good, fair, poor, hearing aid): \_\_\_\_\_  
 G. Last hearing exam: \_\_\_\_\_  
 H. Nose: \_\_\_\_\_  
 I. Mouth/teeth: \_\_\_\_\_ Dentures/plates: \_\_\_\_\_  
 J. Last dental exam: \_\_\_\_\_  
 K. Neck (carotid pulses, bruits): \_\_\_\_\_

L. Lungs: \_\_\_\_\_

M. Heart:

1) Rate: \_\_\_\_\_

2) Rhythm: \_\_\_\_\_

3) Murmur: \_\_\_\_\_

4) Gallop: \_\_\_\_\_

5) Pacer? Yes \_\_\_\_\_ No \_\_\_\_\_ Date implanted: \_\_\_\_\_

N. Abdomen:

1) Organs: \_\_\_\_\_

2) Scars: \_\_\_\_\_

3) Tenderness: \_\_\_\_\_

O. Muscular/Skeletal:

1) Arthritic joints: \_\_\_\_\_

2) Amputations: \_\_\_\_\_

3) Paralysis: \_\_\_\_\_

P. Genital/Rectal: \_\_\_\_\_

Q. Legs:

1) Pulses: \_\_\_\_\_

2) Edema: \_\_\_\_\_

3) Varicosities: \_\_\_\_\_

4) Ulcerations: \_\_\_\_\_

R. Neurological:

1) Gait disturbance: \_\_\_\_\_

2) Tremor: \_\_\_\_\_

3) Ataxia: \_\_\_\_\_



SUMMARY

Is there any other information with regard to this applicant's physical or mental condition, which will assist in a smooth transition to The Masonic Home of Florida for the applicant?

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As the Physician completing this medical summary for \_\_\_\_\_, I recommend that this individual be admitted to The Masonic Home of Florida to the following area listed below. (Please check the area most suitable to this individual's medical, physical, and mental status.)

- Assisted Living Facility Unit
- Nursing Facility Center

Have you known and cared for this individual prior to this exam? Yes \_\_\_\_\_ No \_\_\_\_\_

Will you continue to provide medical services for this individual after his/her move to The Masonic Home

of Florida? Yes \_\_\_\_\_ No \_\_\_\_\_ If NO, please suggest a referral for this individual.

Referral \_\_\_\_\_

Complete Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Signature of Physician: \_\_\_\_\_

Printed Name of Physician: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Date of Physical: \_\_\_\_\_

LAST WILL AND TESTAMENT

OF

XXX

I, XXX, a resident of the County of Pinellas, State of Florida, do make, publish and declare this to be my Last Will and Testament, hereby revoking any other Wills, Codicils, or testamentary devises by me at the time heretofore made.

ARTICLE I - FAMILY STATUS

For information purposes at the time of the execution of this will, my family status is as follows: I am married/widowed/single and I have \_\_\_/ no children. My husband/wife's name (if applicable) is \_\_\_\_\_ and my son/daughter's names (if applicable) is/are \_\_\_\_\_.

ARTICLE II-PERSONAL REPRESENTATIVE

I hereby nominate, constitute and appoint the Administrator of The Masonic Home of Florida, or his/her nominee, to be Personal Representative of this my Last Will and Testament. I direct that no bond be required of any Personal Representative appointed herein.

ARTICLE III-SPECIFIC BEQUEST/DEVISE

I give, devise and bequeath my entire estate, including all property that I may own at the time of my death, real, personal and mixed, tangible and intangible, of whatsoever nature and wheresoever situated, in which I may have any interest at my death not otherwise effectively disposed of, including all property that I may acquire or to which I may become entitled after the execution of this Will, including all lapsed legacies and devises and any property over which I may have a power of appointment to THE MASONIC HOME ENDOWMENT FUND, INC., a 501 ( c ) ( 3 ) charitable organization.

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## ARTICLE IV-FIDUCIARY POWERS

I hereby grant to the Personal Representative appointed herein the continuing, absolute, discretionary power to deal with any property, real or personal, held in my estate or in any trust, as freely as I might in the handling of my own affairs. Such power may be exercised independently and without the prior or subsequent approval of any court or judicial authority, and no person dealing with any fiduciary appointed hereunder shall be required to inquire into the propriety of any of their actions. Without in any way limiting the generality of the foregoing, I hereby grant to my Personal Representative appointed hereunder the following specific powers and authority in addition to and not in substitution of powers conferred by law:

A. To compromise, settle, or adjust any claim or demand by or against my estate or any trust and to agree to any rescission or modification of any contract or agreement.

B. To retain any security or other property owned by me at the time of my death, so long as such retention appears advisable, and to exchange any such security or property for other securities or properties and to retain such items received in exchange. My Personal Representative may presume that I have confidence in the securities owned by me at the time of my death, and therefore no sale thereof shall be made solely in order to diversify investments. I also waive the provisions of Florida Statutes Section 738.12, relating to under productive property with respect to any property owned by me at the time of my death.

C. To sell, exchange, assign, transfer and convey any security or property, real or personal, held in my estate or in any trust fund, at public or private sale, at such time and price and upon such terms and conditions (including credit) as they may determine, without court approval.

D. To invest and reinvest in such stocks, bonds and other securities and properties as he may deem advisable including stocks and unsecured obligations, undivided interests, interests in investment trusts, common trust funds, mutual funds, leases, and property which is outside of my domicile, all without diversification as to kind or amount, without being restricted in any way by any statute or court decision (now or hereafter existing) regulating or limiting investments by fiduciaries.

E. To register and carry any property in his own name or in the name of his nominee or to hold it unregistered, but without thereby increasing or decreasing his liability as fiduciary.

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F. To sell or exercise any "rights" issued on any securities held in my estate or in any trust fund hereunder.

G. To vote in person or by proxy any stocks or securities held, and to grant such proxies and powers of attorney to such person or persons as he may deem proper.

H. To consent to and participate in any plan for the liquidation, reorganization, consolidation or merger of any corporation, any security of which is held.

I. To lease any real estate for such term or terms and upon such conditions and rentals and in such manner as he may deem advisable (with or without privilege of purchase), and any lease so made shall be valid and binding for the full term thereof even though same shall extend beyond the duration of the trust. To make repairs, replacements and improvements, structural or otherwise, to any such real estate, to insure against fire or other risk and to charge the expense thereof to principal or income (or apportion same between principal and income) as he may deem proper. To subdivide real estate, to dedicate same to public use and to grant easements as he may deem proper.

J. To employ accountants, attorneys and such agents as it may deem advisable; to pay reasonable compensation for their services and to charge same to (or apportion same between) income and principal as he may deem proper.

K. Abandon, in any way, property which he determines not worth protecting.

L. With regard to all policies of insurance on my life which designate any Personal Representative hereunder as beneficiary, the Personal Representative specifically is authorized and empowered to perform the following acts:

(a) execute and deliver receipts and other instruments and to take such action as may be appropriate to obtain possession and control of such policies;

(b) execute and file any proofs of claim required to collect the proceeds thereof, and the receipt of my Personal Representative shall constitute full acquittance to insurance companies for all proceeds so paid; provided, however, that my Personal Representative shall be under no obligation to institute legal proceedings for the collection of proceeds of any policy until and unless he has been indemnified to his satisfaction for all costs and expenses, including attorney's fees;

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(c) elect, in his discretion, any optional modes of settlement available to him under said policies;

(d) receive insurance proceeds and to administer and distribute same as principal in accordance with the dispositive provisions of this instrument; and in connection therewith to divide, apportion and distribute said proceeds between the trusts created hereunder, including the power to make tentative allocations between such trusts and subsequently adjust same; and

(e) use the proceeds of insurance policies in the purchase from my estate of such assets as the Personal Representative deems advisable without being limited to assets authorized by law for the investment of trust funds.

#### ARTICLE V-GENDER

The use of the masculine gender throughout this Will shall be construed to include the feminine (and vice versa) and the singular shall be construed to include the plural (and vice versa) whenever the context shall require.

#### ARTICLE VI-GOVERNING LAW

This Will shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, I sign, seal, publish and declare this instrument to be my Last Will and Testament, in the presence of the persons witnessing it at my request, this \_ day of \_\_\_, 20\_\_\_.

\_\_\_\_\_  
XXX

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August, 2011

The foregoing instrument was executed by XXX as his/her Last Will and Testament, in our presence and we, in his/her presence and in the presence of each other, hereunto have subscribed our names as witnesses this \_\_\_ day of \_\_\_, 20\_\_\_, at St. Petersburg, Pinellas County, Florida.

\_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_

SAMPLE

SELF PROOF OF WILL

I, XXX, the Testator/Testatrix, declare to the officer taking my acknowledgment of this instrument and to the subscribing witnesses, that I signed this instrument as my will.

\_\_\_\_\_  
XXX

We, \_\_\_\_\_ and \_\_\_\_\_, have been sworn by the officer signing below, and declare to that officer on our oaths that the testator/testatrix declared the instrument to be the testator/testatrix's will and signed it in our presence and that we each signed the instrument as a witness in the presence of the testator/testatrix and of each other.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

STATE OF FLORIDA  
COUNTY OF PINELLAS

Acknowledged and subscribed before me by the testator/testatrix, XXX, who is personally known to me or who has produced \_\_\_\_\_ as identification and sworn to and subscribed before me by the witnesses, \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification, and \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification and subscribed by me in the presence of the testatrix and the subscribing witnesses, all on the \_\_ day of \_\_ \_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of Florida

My Commission Expires:

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August, 2011

## DURABLE POWER OF ATTORNEY

That I, \_\_\_\_\_, whose social security number is \_\_\_\_\_ and whose post office address is in care of The Masonic Home of Florida, 3201 1<sup>st</sup> Street, N.E., St. Petersburg, Fl 33704, by these presents have made, constituted and appointed, and by these presents do make, constitute, and appoint Lisa Tsotsos or the current Administrator of the Masonic Home of Florida, my true and lawful attorney ("Agent") for me and in my name, place and stead:

\_\_\_\_ **1. ASSET LEASE OR PURCHASE.** To lease or purchase any and all real estate and/or household furniture, fixtures, equipment, supplies or other personal property (tangible or intangible) owned or to be owned by me, for such price and upon such terms and conditions as my Agent may deem advisable; to execute, sign, seal, acknowledge and deliver any lease upon such real estate and/or personal property, and to enter upon or take possession of any real or personal property (tangible or intangible) over which I am entitled the right of possession; to buy United States government bonds redeemable at par in payment of the Federal Estate Tax imposed at my death.

\_\_\_\_ **2. ASSET SALE OR TRANSFER.** To assign, or sell and convey, any or all of my right, title and interest in my homestead (which term shall include the present homestead which I now have as described above or any homestead which I may hereafter acquire any right, title or interest thereto) or in any other real estate owned by me or in which I now have or may hereafter acquire any right, title or interest, for such price and upon such terms and conditions as my Agent may deem advisable, and to execute, sign, seal and acknowledge and deliver warranty deeds with the customary covenants and warrants for said real estate; to execute, sign, seal, acknowledge and deliver quit-claim deeds and/or to execute and deliver land contracts and/or to accept a real estate mortgage in part and to do every other thing necessary or proper for carrying into effect any agreement of sale made by my Agent in such manner that all my estate, right, title or interest in or to said homestead or other real estate may be effectually and absolutely conveyed to the purchaser or purchasers thereof, his or their heirs and assigns, forever; to execute, acknowledge and cause to be recorded any and all bills of sale or other writings which may be necessary or desirable for me to execute, including contracts of sale, in order to convey title to any personal property (tangible or intangible) owned by me or in which I now have or may hereafter acquire any interest wherever the same may be situated; and to execute, acknowledge and sign all forms, documents, claims and affidavits which are necessary, desirable or required in regard to the title to any motor vehicle or vehicles that I now own or may hereafter acquire.

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\_\_\_\_ **3. ASSET COLLECTION.** To receive and receipt for any and all sums of money or merchandise or other payments due or to become due to me from any persons or entities; to assign, cancel and satisfy notes and mortgages; to commence, prosecute or enforce, or to defend, answer to or oppose, all actions, suits or other legal matters arising from or connected with any and all accounts payable due me or accounts from me in connection with any matters in which I am or may hereafter be interested or concerned, and also, in the discretion of my Agent, to compromise, refer to arbitration or submit to judgment in any such action or proceeding in which I may be in any way interested or concerned.

\_\_\_\_ **4. TAX AUTHORITY.** To disclaim, as my Agent shall deem appropriate and in my best interest, property receivable by me by reason of gift, devise or operation of law, consistent with state law, if applicable, and the provisions of Section 2518 of the Internal Revenue Code of 1986 (as subsequently amended); to join in the filing of joint income tax returns with my spouse, to settle tax disputes; to make any and all tax elections available to me, and to make, execute and file on my behalf any federal and/or state income or intangibles tax return, declaration of estimated tax required or tax related power of attorney. I hereby request the Internal Revenue Service to permit my forenamed Agent to make, execute and file the aforesaid returns and declaration.

\_\_\_\_ **5. GIFT AUTHORITY.** To complete charitable pledges that I have made; to make irrevocable gift transfers on my behalf and in my best interest as my Agent shall deem appropriate, to individual donees for the purposes of initiating, maintaining or continuing a gifting plan to minimize Estate taxes. In the event I have created a revocable living trust and the Trustee of said trust decides to transfer certain assets from the trust during my lifetime, authority is hereby given to my Agent to receive assets from the trust on my behalf and make and convey such gifts as directed by the Trustee in my name pursuant to this Durable Power of Attorney;

\_\_\_\_ **6. SECURITIES AUTHORITY.** To conduct investment transactions as provided by Section 709.2208 (2), including but not limited to the power to sell, purchase, exchange, convert, tender, trade and otherwise dispose of in any manner stocks, bonds, debentures and any other securities; to exercise stock and securities options; to open and close accounts with any dealer of securities; to pay commissions and other fees and expenses in connection with any securities transaction; and to execute stock powers for the purpose of transfer of securities.

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\_\_\_\_\_ **7. BANKING AUTHORITY.** To conduct bank transactions as provided in Section 709.2208(1), Florida Statutes, including but not limited to the power to deposit any and all sums collected or received by my Agent on my behalf in any bank, savings and loan or credit union account in my name; to pay any and all bills, accounts, claims and demands now or hereafter due from me; to pay salaries of employees, if any; to draw checks or drafts upon or to withdraw funds from any and all bank accounts or deposits belonging to me, and all banking and savings and loan institutions are hereby authorized and directed to recognize the signature of my Agent for all purposes in connection with said accounts; to redeem any certificates of deposit; to endorse all checks, drafts or bills of exchange due or to become due to me; to execute promissory notes and renewals thereof and to borrow money and to mortgage or create a lien upon all or any portion of any real estate or personal property now owned or hereafter acquired by me or in which I now have or hereafter acquire any right, title or interest; to carry on all my ordinary banking business and to act for me in any and all business transactions of any nature or description in which I am now or have been engaged or interested in the past or may be engaged or interested in the future; to invest and re-invest any moneys belonging to me; to conduct investment transactions as provided by Section 709.2208 (2), Florida Statutes; to contract with any institution for the maintenance of a safe deposit box in my name; to have access to all safe deposit boxes in my name or with respect to which I am an authorized signatory, whether or not the contract for such safe deposit box was executed by me (either alone or jointly with others) or by my Agent in my name; to add to and remove from the contents of any safe deposit box and to terminate any and all contracts for such boxes; and to use any credit card held in my name, to make such purchases and to sign such charge slips as may be necessary to use such credit cards and to receive or transfer any credits or other bonuses relating to the credit card.

\_\_\_\_\_ **8. POWER TO DEMAND AND RECEIVE.** To demand, arbitrate, settle, sue for, collect, receive, deposit, expend for my benefit, reinvest or make such other appropriate disposition of, as my Agent deems appropriate, all cash, rights to the payment of cash, property (real, personal, intangible and/or mixed), debts, dues right, accounts, legacies, bequests, devises, dividends, annuities, rights and/or benefits to which I am now or may be in the future become entitled, regardless of the identity of the individual or public or private entity involved, including not limited to benefits payable to or for my benefit by any governmental agency or body (such as Supplemental Social Security (SSI), Medicaid, Medicare and Social Security Disability (SSDI) and for the purposes of receiving Social Security benefits, my Agent is herewith appointed my ("Representative Payee"); to utilize all lawful means and methods to recover such assets and/or rights, qualify me for such benefits and claim such benefits on my behalf, and to compromise claims and grant discharges in regard to the matters described herein.

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\_\_\_\_\_ **9. INSURANCE AUTHORITY.** To purchase, maintain, surrender, collect or cancel (a) life insurance or annuities of any kind on my life or the life of any one in whom I have an insurable interest; (b) liability insurance protecting me and my estate against third party claims; (c) hospital insurance, medical insurance, Medicare supplement insurance, custodial care insurance and disability income insurance for me or any of my dependents; and (d) casualty insurance insuring assets of mine against loss or damage due to fire, theft or other commonly insured risk; to pay all insurance premiums, to select any options under such policies, to increase coverage under any such policy, to borrow against any such policy, to pursue all insurance claims on my behalf, to adjust insurance losses; and the foregoing powers shall apply to private and public plans, including but not limited to Medicare, Medicaid, SSI and Worker's Compensation; to designate and change beneficiaries of insurance policies insuring my life and beneficiaries under any annuity contract in which I have an interest, to decrease coverage under or cancel any of the policies described herein; and to receive and make such disposition of the cash value upon termination of any such policy as my Agent shall deem appropriate.

\_\_\_\_\_ **10. BUSINESS OPERATION AUTHORITY.** To continue the operation of any business belonging to me or in which I have a substantial interest, for such time and in such manner as my Agent shall deem appropriate, including but not limited to hiring and discharging any employees, paying employees' salaries and providing for employee benefits, employing legal, accounting, financial and other consultants; continuing, modifying, terminating, renegotiating and extending any contractual arrangements with any person, firm, association or corporation whatsoever made by me or on my behalf; executing business tax returns and other government forms required to be filed by my business, paying all business related expenses, transacting all kinds of business for me in my name and on my behalf, contributing additional capital to the business, changing the name and/or the form of the business, incorporating the business, entering into such partnership agreements with other persons as my Agent shall deem appropriate, joining in any plan or reorganization, consolidation or merger of such business, selling, liquidating or closing out such business at such time and upon such terms as my Agent shall deem appropriate and representing me in establishing the value of any business under "Buy-out" or "Buy-Sell" agreements to which I may be a party; to create, continue or terminate retirement plans for me or others with respect to such business and to make contributions which may be required by such plans; to borrow and pledge business assets; to exercise any right, power, privilege or option I may have or may claim under any contract of partnership whether as a general, special or limited partner; to

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modify or terminate my interest upon such terms and conditions as my Agent may deem appropriate; to enforce the terms of any such partnership agreement for my protection, whether by action, proceeding or otherwise as my Agent shall deem appropriate; to defend, submit to arbitration, settle or compromise any action or other legal proceeding to which I am a party because of my membership in such partnership or business.

\_\_\_ **11. MISCELLANEOUS AUTHORITY.** To open, read, respond to and redirect my mail; to represent me before the U.S. Postal Service in all matters relating to mail service; to establish, cancel, continue or initiate my membership in organizations and associations of all kinds; to take and give or deny custody of all of my important documents, including but not limited to my Will, codicils, trust agreements, deeds, leases, life insurance policies, contracts and securities and to disclose or refuse to disclose such documents; to obtain and release or deny information or records of all kinds relating to me, any interest of mine or to any person for whom I am responsible; to house or provide for housing, support and maintenance of any animals or other living creatures that I may own and to contract for and pay the expenses of their proper veterinary care and treatment; and if the care and maintenance of such animals or other living creatures shall become unreasonably expensive or burdensome in my Agent's opinion, to irrevocably transfer such animals to some person or persons, organizations or animal care organizations willing to care for and maintain them.

\_\_\_ **12. EXERCISE ELECTIVE SHARE RIGHTS.** To elect or take against my spouse's Will and conveyances of my deceased spouse and/or any other person, if appropriate, to retain any property which I have the right to elect to retain; to file petitions pertaining to the election, including petitions to extend the time for electing and petitions for orders, decrees and judgments; and to take all other actions that my Agent deems appropriate in order to effectuate the election; provided, however, that if any such actions by my Agent require the approval of any court, my Agent is authorized to seek such approval.

\_\_\_ **13. LITIGATION AUTHORITY.** To institute, supervise, prosecute, defend, intervene in, abandon, compromise, arbitrate, mediate, settle, dismiss and appeal from any and all legal, equitable, judicial or administrative hearings, actions, suits, proceedings, attachments, arrests or distresses, involving me in any way, including but not limited to claims by or against me arising out of property damages or personal injuries suffered by or caused by me or under such circumstances that the loss resulting therefrom will or may be imposed on me and otherwise engage in litigation involving me, my

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property or any interest of mine, including any property or interest or person for which or whom I have or may have any responsibility; to seek on my behalf and at my expense (a) a declaratory judgment from any court of competent jurisdiction interpreting the validity of this instrument and any of the acts authorized by this instrument, but such declaratory judgment shall not be necessary in order for my Agent to perform any act authorized by this instrument; (b) a mandatory injunction requiring compliance with my Agent's instructions by any person, organization, corporation or other entity obligated to comply with instructions given by me; and (c) actual and punitive damages against any person, organization, corporation or other entity obligated to comply with instructions given by me who negligently or willfully fails or refuses to follow such instructions. The foregoing litigation authority given by me to me to my Agent shall additionally include the statutory remedies available to my Agent to seek damages, costs and reasonable attorney's fees as permitted by Florida Statutes Section 709.08(11).

     **14. THIRD PARTY PROTECTION.** It is hereby declared that everything my Agent shall do or cause to be done under the provisions hereof after revocation of this Power of Attorney shall be valid and effectual in favor of any person or entity claiming the benefit hereof who relied upon this instrument and had no knowledge or notice of such revocation. Additionally, it is hereby declared that no revocation, termination or suspension of this Power of Attorney shall occur without actual notice thereof to my Agent; and no person who relies in good faith on the authority of my Agent under this instrument shall incur any liability to me, my estate or my heirs, successors or assigns. In addition, no person who acts in reliance upon any representations my Agent may make as to (a) the fact that my Agent's powers are then in effect; (b) the scope of my Agent's authority granted under this instrument; (c) my competency or capacity at the time this instrument is executed; (d) the fact that this instrument has not been revoked or amended; or (e) the fact that my Agent continues to serve as my Agent shall incur any liability to me, my estate, my heirs or assigns for permitting my Agent to exercise any such authority nor shall any person who deals with my Agent be responsible to determine or insure the proper application of funds or property by my Agent. Any party dealing with any person named as Agent may rely upon as conclusively correct an affidavit or certificate of such Agent that (i) my Agent's powers are then in effect; or (ii) the action of my Agent desires to take is within the scope of my Agent's authority granted under this instrument; (iii) I was competent and had capacity at the time this instrument was executed; (iv) this instrument has not been revoked; and/or (v) my Agent continues to serve as my Agent. It is hereby declared that if this power of attorney has been made a matter of public record, any revocation, termination or suspension of this power shall be ineffective unless documentation of such revocation, termination or suspension is also recorded in the public records of the county or counties where this power has been recorded.

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\_\_\_\_ **15. GENERAL AUTHORITY.** By this Durable Power of Attorney, I intend to give to my Agent general authority to do and perform all matters and things, transact any and all business, make, execute, acknowledge and deliver all contracts, orders, writings, assurances and instruments which may be requisite or proper to effectuate any matter or thing appertaining or belonging to me or in which I have any interest, and generally to act for me in all matters of any nature or description, affecting my business, property or personal affairs; the full power and authority to conduct my affairs in like manner as I may conduct them from time to time during my lifetime with full power of substitution and revocation, and with all words herein to be construed in the broadest and most liberal sense to effect this purpose. I hereby ratify and confirm all that my Agent shall lawfully do or cause to be done by virtue hereof.

\_\_\_\_ **16. AGENT PROTECTION.** My Agent designated herein is not liable for any acts or decisions made in good faith and under the terms of this durable power of attorney.

**17. EFFECTIVE DATE.** This Power of Attorney shall be effective the date hereof.

**THIS DURABLE POWER OF ATTORNEY IS NOT AFFECTED BY SUBSEQUENT INCAPACITY OF THE PRINCIPAL EXCEPT AS PROVIDED IN FLORIDA STATUTES SECTION 709.08.**

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_ day of

\_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness Printed Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness Printed Name

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STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

I hereby certify that on this day before me, an officer duly qualified to take acknowledgments, personally appeared \_\_\_\_\_, who is personally known to me, or who provided \_\_\_\_\_ as identification and who did take an oath.

My commission expires: \_\_\_\_\_  
Notary Public, State of Florida  
\_\_\_\_\_  
Print, Type or Stamp Name of Notary

- ( ) Personally known to me, or
- ( ) Produced identification: \_\_\_\_\_  
Type of identification

SPOUSAL WAIVER OF ALL RIGHTS

I, \_\_\_\_\_, in consideration of my admission to The Masonic Home of Florida, which is owned and operated by The Most Worshipful Grand Lodge of Free and Accepted Masons of Florida, do in accordance with Section 732.702, Florida Statutes, waive all rights in the property or estate of my spouse, \_\_\_\_\_, including, but not limited to elective share, intestate share, pretermitted share, homestead, exempt property, family allowance, and preference in appointment as personal representative of the estate of my spouse. It is my understanding that I and my spouse have made Wills leaving all of our assets to THE MASONIC HOME ENDOWMENT FUND, INC., a 501 ( c ) ( 3 ) charitable organization.

Witnesses my hand and seal this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, at St. Petersburg, Pinellas County, Florida.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness Printed Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness Printed Name

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to or affirmed and signed before me on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_,  
by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print, Type or Stamp Name of Notary

\_\_\_ Personally known  
\_\_\_ Produced identification  
Type of identification produced \_\_\_\_\_



MOBILE HOME DISPOSITION WAIVER  
(If Applicable)

WHEREAS, the undersigned has made application to The Masonic Home of Florida, which is owned and operated by The Most Worshipful Grand Lodge of Free and Accepted Masons of Florida, and

WHEREAS, one of my/our assets which is to be transferred upon admission consists of a mobile or pre-manufactured home, and

WHEREAS, the undersigned acknowledges that market conditions as well as State and Federal regulations make it difficult to market and sell mobile or pre-manufactured homes in the State of Florida, and

WHEREAS, the undersigned further acknowledges that pending the ultimate disposition of my/our mobile or pre-manufactured homes, the expenses in insuring, paying lot rent and/or maintenance fees and maintaining my/our mobile or pre-manufactured homes will create an undue burden upon The Masonic Home of Florida and/or The Most Worshipful Grand Lodge of Free and Accepted Masons of Florida;

NOW THEREFORE, the undersigned, in consideration of being accepted as a resident of the Masonic Home of Florida, hereby grants The Masonic Home of Florida and/or The Most Worshipful Grand Lodge of Free and Accepted Masons of Florida the right, at their sole and undisputed discretion, to dispose of my/our mobile or pre-manufactured home without consideration for its just or actual value.

In addition, I hereby waive my right to bring any cause of action against The Masonic Home of Florida and/or The Most Worshipful Grand Lodge of Free and Accepted Masons of Florida , its officers or members for any actions they may take in this regard.

IN WITNESS WHEREOF, the undersigned has caused the due execution hereof the day and year set forth below.

Signed, Sealed and Delivered  
in the Presence of:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

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