

One Party - Referral Agreement

This Community Partner Referral Agreement (“Agreement”), effective as of _____ (the “Effective Date”), is between Residential Marketing Concepts, Inc. (dba Alternatives for Seniors, (“AFS”)) and the senior housing community operator, _____ (“Community”) or its agents concerning the referral name of _____.

Referral Fee: Details for the Client and prospective Resident contact information will be provided shortly after receiving the fully executed copy of this agreement. Community agrees to pay a referral fee of \$2,500 (the “Referral Fee”) provided Client moves into the Community within a two (2)-year period from the Lead Date.

If for any reason the Client terminates residence in a Community Facility within 90 days after moving in, a prorated portion of the Referral Fee will be refunded to Community with a minimum payment of \$500. In compliance with all applicable laws and regulations, AFS will not seek a Referral Fee, and Community shall not knowingly pay a Referral Fee, where the Client or Community will be reimbursed, in whole or in part, by a Federal healthcare program, Medicare or Medicaid for any item or services furnished to Client by Community.

For each respite care resident accepted for respite stay, and resides for not less than seven (7) days nor more than thirty (30) days, the Community shall pay a fee equal to twenty (20%) of the daily respite fees charged to said resident. In the event the respite resident subsequently becomes a full-time resident of the Community within a one year period, AFS shall credit the amount of the previously paid respite fee against fee to be paid as a result of the conversion to a full time residency.

Payment: Upon confirmation of Client’s move into a Community Facility, either provided by Client or Client’s representative, Community shall furnish to AFS reasonable documentation regarding Client’s residency. Unless otherwise agreed in writing by the parties, Community shall pay the Referral Fee within fifteen (15) days after receipt of related invoice.

Previously Acquired Leads: If Client was a Community prospect generated by another advertising or referral agency program or has toured the Community’s Facility within the 12 months prior to the Contact Date, Community must provide in writing, via email or fax, a copy of the inquiry information, including the original date of the initial visit or name of referral source within three (3) business days after receipt of AFS’s Lead. Where verifiable documentation is provided within this time period, no Referral Fee will be due to AFS; otherwise, Community shall pay AFS the Referral Fee required under this Agreement.

Entire Agreement: This Agreement sets forth the entire understanding between the parties and supersedes all prior agreements or undertakings of any kind. Modifications or amendments hereto shall be valid only if in writing and signed by both parties. This Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

AGREED TO AND APPROVED:

Company Name: _____

Address: _____

Phone: _____

Email: _____

Billing information:

_____ Email/Mail invoices to address above, or

_____ Email/Mail invoices to Community address/addresses on listed Exhibit A

By: _____

Authorized Signature

Print Name

Its: _____

Title

Date