

**Senior Housing Referral Agreement**

This Senior Housing Referral Agreement (“Agreement”), effective as of \_\_\_\_\_ (the “Effective Date”), is between Residential Marketing Concepts, Inc. (dba Alternatives for Seniors (“AFS”) the senior housing community/communities operator, \_\_\_\_\_ (“Community”) or its agents.

**Term:** This Agreement will commence on the Effective Date and continue on a month-to-month basis. This Agreement shall automatically renew each month unless either party provides written notice of non-renewal to the other party at least fifteen days’ notice before the end of a calendar month.

Following termination, this Agreement shall remain in full force and effect respecting any Lead that existed prior to the effective date of termination, providing that, residency begins within two years (2) from the date of the Contact Date. “Lead” shall mean any potential resident (“Client”) identified by AFS whose name is communicated, by AFS or its agents, in writing, to Community for a possible placement at a facility owned and/or operated by Community (a “Community Facility”); and “Contract Date” shall mean the date Community first received the applicable Lead. Community recognizes that advertised information and associated unique telephone numbers in print prior to termination remain in circulation for an undeterminable period of time. AFS-provided telephone numbers will cease to be associated with Community upon termination of this Agreement and may continue to be used by AFS in the future for other senior living facilities.

**Program:** AFS will include Community in recommendations to Clients who seek AFS’s assistance identifying a suitable senior living facility, provided that Community meets or satisfies the requested needs, geographic area and budget sought by Client. Thus, AFS may or may not include Community in its recommendation of possible senior living facilities. Community shall bear full responsibility for its facilities, practices, products, and services it offers.

**Referral Fee:** Community agrees to pay a referral fee Equal to One Month’s Rent or \$2,900, whichever is less (the “Referral Fee”). If for any reason the Client terminates residence in a Community Facility within 90 days after moving in, a pro-rated 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 AFS the Referral Fee within fifteen (15) days after receipt of AFS's related invoice. AFS reserves the right to suspend performance and withhold referral services in the event Community fails to pay any amount when due.

**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.

**Marketing Materials:** Community grants AFS a limited, non-exclusive license, for the duration of this Agreement, to use, publish and display Community's name, business information (e.g., address, phone numbers, contact information, pricing), trademark, service marks and logos and other information published by Community, whether on Community's website or in other Community marketing materials, in AFS's marketing materials, website and any printed online promotion. Community shall ensure that all information provided by Community regarding a Community Facility is true, accurate and current. Community acknowledges that AFS printed directories containing Community information may be in circulation for a period that extends past the termination date of this Agreement, and Community waives any claim against AFS arising from or related to the dissemination of the information after such termination date. AFS may disclose and publicize its relationship with Community to Clients, prospective clients and other third parties.

**Notifications:** Community agrees to notify AFS, in writing, of a client's execution of a lease or other residence agreement with Community within five (5) business days after such execution. Other notices required to be given by one party to another under this Agreement shall be deemed properly given only when reduced to writing and sent to the addresses provided by either party by (i) certified mail, return receipt requested, postage prepaid, (ii) courier, (iii) facsimile or (iv) email, and shall be effective upon delivery. Either party may change the addresses for giving notice by written instructions to the other party of such change of address.

**Non-Endorsement Policy:** By entering into this Agreement, AFS agrees only to recommend Community Facilities as a possible residence for Clients if such Community Facilities meet the specified needs of the Clients. This Agreement does not obligate AFS to express any opinion concerning the quality of the Community Facilities or services offered by Community. It is the sole responsibility of Community and Client or Client's family and/or other representatives to determine if a Community Facility meets the needs of Client.

**Disputes:** The parties agree that in the event a dispute arises under this Agreement, (i) any legal action shall be brought in the 46<sup>th</sup> District Court in Southfield, Michigan or Oakland County Court in Pontiac, Michigan, and (ii) the substantially prevailing party shall be entitled to reasonable attorney's fees and costs incurred by that party and the parties agree that such courts possess personal jurisdiction over them and that venue is proper.

**Mutual Indemnification:** Each party agrees to defend, indemnify and hold harmless the other party and its officers, directors, managers, personal representatives, agents and employees from and against any and all losses, liabilities, costs, expenses, damages, claims, demands, suites or judgments (including, without limitation, reasonable attorneys' fees, disbursements and the costs of any legal action) (collectively, the "Damages") arising out of or resulting from, directly or indirectly, (i) such party's breach of this Agreement, (ii) inaccurate representation or warranty, or (iii) negligent or willful act or omission, including those of the party's or legal representatives, successors, assigns, independent contractors, partners, agents or employees.

**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: \_\_\_\_\_

Community Phone:

Community FAX:

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

**AGREED TO AND APPROVED:**

**Alternatives for Seniors**

By: \_\_\_\_\_  
Authorized Signature

Cynthia Wargo  
Print Name

Its: AFS Account Executive  
Title

\_\_\_\_\_  
Date

**For AFS Office Use: SENIOR HOUSING REFERRAL AGREEMENT- 5.1.24**

Toll Free Print or Dual: \_\_\_\_\_

Toll Free Online: \_\_\_\_\_

Target number: \_\_\_\_\_

# Exhibit A

Community information and contact as it is to appear  
(please attach a list of all locations or complete a  
form for each location).

Company: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ County: \_\_\_\_\_  
 State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Telephone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_  
 Email Address: \_\_\_\_\_

Please complete checklists using the legend below, identifying your services for each type of care ordered.

✓ : Available      **BLANK** : Not Available      ● : Optional      ◆ : Call for Information

Senior Apartments	Independent Living	Assisted Living / Residential Care	Alzheimer's / Dementia Care
_____ Government Assisted _____ Age Restriction Age: _____ _____ On-Site Meal Program _____ Pets Allowed Weight Limit _____ lbs. _____ Fitness Room _____ Laundry Facilities _____ Transportation _____ Handicap / Barrier Free Apts. _____ Studio _____ One Bedroom _____ Two Bedroom _____ Social Activities _____ Community Room	_____ Medical / Personal Care _____ Housekeeping / Laundry _____ Pets Allowed Weight Limit _____ lbs. _____ Transportation Service _____ Studio _____ One Bedroom _____ Two Bedroom _____ Daily Meals Included # of Meals _____ _____ Utilities Included _____ Social Activities	License # _____ _____ Residential Care # of Beds _____ _____ Medication Management _____ Housekeeping / Laundry _____ Respite Care _____ Alzheimer's / Dementia _____ Transportation Service _____ Private _____ Semi-Private _____ Apartments <input type="checkbox"/> Studio <input type="checkbox"/> One Bedroom <input type="checkbox"/> Two Bedroom _____ Daily Meals Included # of Meals _____ _____ Pets Allowed Weight Limit _____ lbs. _____ Supportive Living (Chicago Only)	_____ 24-Hour Nursing Staff _____ Medication Management _____ Incontinence Care _____ Respite Care _____ Secure Environment _____ Transportation Services _____ Private Room _____ Semi-Private Room _____ Skilled Care _____ Pets Allowed Weight Limit _____ lbs. _____ Daily Meals Included # of Meals _____ _____ Social Activities _____ Specialty Trained Staff
<b>MUST SUBMIT PRICING</b>	<b>MUST SUBMIT PRICING</b>	<b>MUST SUBMIT PRICING</b>	<b>MUST SUBMIT PRICING</b>
Starting Rates (per month) for:	Starting Rates (per month) for:	Starting Rates (per month) for:	Starting Rates (per month) for:
Studio: \$ _____	Studio: \$ _____	Private Room: \$ _____	Private Room: \$ _____
One Bedroom: \$ _____	One Bedroom: \$ _____	Semi-Private: \$ _____	Semi-Private: \$ _____
Two Bedroom: \$ _____	Two Bedroom: \$ _____	Studio: \$ _____	Studio: \$ _____
		One Bedroom: \$ _____	One Bedroom: \$ _____
		Two Bedroom: \$ _____	Two Bedroom: \$ _____