

## Community Discount Agreement

**1. Parties.** This Community Discount Agreement (the "Agreement") is between \_\_\_\_\_ ("Company"), located at \_\_\_\_\_, and \_\_\_\_\_ ("Community") of \_\_\_\_\_, license number, \_\_\_\_\_ and Community are referred to individually as a "Party" and collectively referred to herein as the "Parties."

**2. Recitals.** Company provides referral services for elderly individuals seeking care who are looking for placement within a community for the elderly (a "provider"). Company works with many providers. Community warrants that it is currently licensed by this State of \_\_\_\_\_ to operate a Residential Care Facility for the Elderly, Skilled Nursing Facility, Assisted Living Community, Continuing Care Retirement Community, 55 or Older Apartment Complex, or Independent Living Community. Community further warrants that it is in good standing to operate a care facility, that it is in full compliance with all applicable federal, state, and local laws pertaining to the ownership and operation of such facility, and that it will act in good faith under this Agreement.

**3. Responsibilities of the Parties – Consideration.** Community wishes to be a provider of Company's clients. Community agrees to extend a discount to Company's clients based on the below terms.

- A. **Company's Responsibilities.** Company shall use its best efforts to refer appropriate potential clients to Community. Community authorizes Company to make representations regarding Community to potential clients using information provided by Community.
- B. **Confidentiality.** Community shall not disclose any verbal or written information about Company's referred clients to any third party. This information is confidential and provided to Community solely for purposes of evaluation clients for potential placements.
- C. **Community's Determination of Non Placement.** Upon the Community's assessment, should Community determine that Company's referred client is not a good fit for Community, Community shall notify Company immediately so that Company may place said client with another community.
- D. **Client Discount.** If any client referred by Company moves into Community, Community agrees to discount the rent of Company's client equal to the amount the client paid Company for their services up to \$2,000 based on the following rate schedule:
  - a. For long term clients, the discount is equivalent to 100% of the fee paid to Company by the client up to \$2,000, taken off the first month's rent. Long term clients shall refer to clients whose stay is for an indefinite period of time or longer than one month. This discount is taken off the first full month's rent after the client moves into the facility. Company will submit proper documentation to Community to show the fee paid to Company by the client.
  - b. For hospice clients, the discount is equivalent to 100% of the fee paid to Company by the client up to \$2,000, extended to the client by taking 50% of the fee of the first month's rent and 50% of the fee off the second month's rent. Company will submit proper documentation to Community to show the fee paid to Company by the client.
  - c. For respite care clients, the discount is equivalent to 20% of the fee paid to Company by the client up to \$2,000, taken off the full amount paid to Community by the client. Company will submit proper documentation to Community to show the fee paid to Company by the client.
- E. **Refund and Billing.** Should a referred long term client move out of the Community within the first month the discount is given to the client, Community will deal with any refunds or amounts due to Community directly with the client. All agreements and billing is between the client and the Community.

**4. Hold Harmless.** Community assumes full responsibility for the final evaluation of any client referred by Company as to the client's suitability for placement. The decision to accept the client is solely that of the Community. Community understands and agrees that Company assumes no liability or responsibility for, and makes no express or implied guarantees and representations or warranties about clients, including but not limited to their ability to pay or their conduct. Community's decision to work with a client referred by Company is at Community's own risk. Additionally, Company does not exercise control over clients referred by Company, and therefore Company disclaims all responsibilities for the conduct, misconduct, negligence or omissions of clients referred by Company.

Additionally, to the maximum extent permitted by law, Community shall indemnify, defend and hold Company and its owners, agents, employees, officers, directors, representatives, attorneys, and affiliated persons and entities harmless against any damages or liability whatsoever arising out of or in any way in connection with Community's conduct, negligence, omission(s) or misconduct.

In no event shall either Party to this Agreement be liable for consequential, incidental, exemplary, punitive, special or indirect damages of any kind against the other Party. If any waiver, exclusion or limitation of damages is not permitted by law, the parties' liability to each other is limited to the maximum extent permitted by law. To the maximum extent allowed by law, the prevailing Party in any legal action to enforce the terms of this Agreement shall be entitled to its reasonable attorneys' fees and costs from the other Party.

**5. No Joint Ventures.** The Parties understand and agree that they are not agents or legal representatives of each other and have no power or authority to represent, act for, bind or commit each other with respect to any products or services. Neither execution nor performance of this Agreement shall be construed to have established any joint venture or partnership between the Parties. The Parties further understand and agree that this Agreement does not grant to either Company or Community any license or other rights in any products or services developed by the other Party.

**6. Miscellaneous.** This Agreement shall be governed by and interpreted according to California law. Any action or proceeding commenced regarding this Agreement or the subjects herein shall be brought in San Mateo County, California. This Agreement and the Contract constitute the entire agreement between the Parties, and supersede all prior oral or written agreements or understandings between the Parties pertaining to the subject matter of this Agreement. This Agreement may not be modified, waived, rescinded or amended in any manner, except by a writing executed by both Parties which clearly and specifically modifies, waives, rescinds or amends this Agreement.

Community represents that it has carefully read and fully understands the scope and effect of all of the provisions of this Agreement; that Community has had all such time that it desires within which to consider this Agreement; that Community has been advised to and had the opportunity to consult with an attorney of its own choosing and at its own expense to review this Agreement; and that Community has availed itself of this opportunity to the extent, if any, that it wished to do so.

The terms of this Agreement are severable. The invalidity or unenforceability of any provision in this Agreement shall not affect the application of any other provision, provided that the essential terms and conditions of this Agreement for each Party remain valid, binding and enforceable. Further, consistent with the purposes of this Agreement, any otherwise invalid provision may be reformed and, as reformed, enforced by any Party to this Agreement.

No Party to this Agreement shall assign or transfer this Agreement or any interest herein without the prior written consent of the other Party. Failure or delay of any Party to this Agreement to exercise any right, remedy, power or privilege under this Agreement shall not operate as a waiver of any other right, remedy, power or privilege. Each Party to this Agreement agrees that the other Party is not responsible for any events or circumstances beyond its control (including but not limited to war, riots, embargoes, strikes and or acts of God) that prevent the Party from meeting its obligations under this Agreement. The rights and remedies provided in this Agreement shall be the sole and exclusive rights of the Parties against one another relating to the subject matter of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed to be an original. Such counterparts, when taken together, shall constitute but one agreement. The section captions contained in this Agreement are for convenience only and do not constitute a part of its terms and provisions.

**7. Termination.** Either Party may terminate this Agreement with 30 days prior written notice to the other Party. However, Company may immediately terminate this Agreement if Community violates the provisions of this Agreement. Community agrees to pay Company all referral fees Community owes to Company in full at time of Agreement's termination. Notwithstanding the notice of termination, should a referred client move into Community within six months of the date of termination, Community is still liable for any discounts to Company's client in accordance to the above stated Client Discount schedule for referred clients prior to the date of termination. Sections 3, 4, 6 and 7 of this Agreement shall remain in effect even after termination of this Agreement.

**The Parties to this Agreement have carefully read this Agreement, fully understand its final and binding effect, and agree to all of the Agreement's terms and conditions.**

EXECUTED on \_\_\_\_\_, 20\_\_\_\_.

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

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