



## CONSULTING AGREEMENT

This **CONSULTING AGREEMENT** (the “Agreement”) is made and entered by and between **GOLDEN YEARS CONCIERGE LLC** (“Golden Years”) and the Client as described in Schedule A (hereinafter the “Client,” and collectively with Golden Years, the “Parties”).

Client desires to retain Golden Years to provide Client with certain senior concierge consulting services (the “Services”), on the terms and conditions set forth below. The Parties, for themselves and their successors and assigns, agree as follows:

1. Services. Golden Years shall perform, as the disclosed agent of Client, such senior concierge services on behalf of Client (the “Services”). The Services may include, but are not limited to, the following listed in Schedule B.

2. Exclusions from Services. Notwithstanding the above, we do not provide the following Services:

- (a) In-home personal care associated with Personal Care Agencies. (We do oversee these services as an advocate to ensure the Client receives the best care possible, Golden Years will be pleased to recommend contractors who provide exceptional in-home care services);
- (b) Skilled health care services, including Home Health or Hospice, (Golden Years is not licensed to provide these services directly, but we do oversee these services as an advocate to ensure the Client receives the best care possible); and
- (c) Any Service which, in Golden Years’s sole discretion, violates any law, regulation, or ordinance, or Golden Years’s code of conduct or privacy policy, or which Golden Years otherwise believes would be inappropriate for it to perform.

3. Independent Responsibility. Golden Years has the sole and exclusive right to hire, direct, supervise, and discharge its own employees, agents, or subcontractors which Golden Years may retain in service to the Client in the performance of the Services.

4. Term. This Agreement is effective on a month-to-month basis, unless subject to earlier Termination.

5. Termination. Either Party may terminate this Agreement (a “Termination”), with or without cause, at any time by giving written notice of Termination. Should it be reasonably necessary for Golden Years to perform additional Services to wind down its work for Client after Termination, or should Client continue to avail itself of the Services after a Termination, all such Services shall be performed by Golden Years for the Fees prevailing for such Services immediately prior thereto, but shall not constitute a renewal, extension, or modification of this Agreement; *provided*, that all releases, indemnifications, and other protections for the benefit of Golden Years under this Agreement shall apply to Golden Years’s performance of such additional Services following a Termination.

6. Fees. Golden Years shall charge Client for the Services (any such charge, a “Fee”) by one of the following methods, in descending order of priority:

- (a) A monthly membership fee. This fee is due and payable at enrollment and the 1<sup>st</sup>

- of each month thereafter in which Client is under services of Golden Years. Included in the monthly membership fee are (4) four home visits (one each week);
- (b) Golden Years will perform Services for the Fees identified in Schedule D;
  - (c) Client and Golden Years may make a separate agreement in writing (which may include electronic mail, but not verbally) for the Fees to be paid, on such terms as they mutually agree;
  - (d) If Golden Years uses their personal vehicle to perform Services for the Client, the Client will be charged at the current IRS mileage rate for each mile traveled.
  - (e) Golden Years will collect payment as directed in Schedule C. The client will receive a monthly invoice and receipt for all charges incurred.
  - (f) The Fees outlined in Schedule D are guaranteed to not increase for a period of 120 days.

Client shall be responsible to reimburse Golden Years for all costs, charges, fees, and expenses (the “Costs”) which Golden Years reasonably incurs in the performance of the Services for a particular Client. Golden Years may request that a pre-payment be made, either to Golden Years, in which case the amount shall be treated as a Retainer Deposit as set forth below, or directly to a third party. If Golden Years purchase items/Services for the Client (home goods, Services, etc.) in which Golden Years fronts the money, there will be a 10% charge on top of the price total, not to exceed \$150, to cover administrative costs.

In the event of non-payment, Client is responsible for 100% of all collection costs (collection agency costs, attorney’s fees, court cost, interest, and other associated costs). Collection agency costs are set at 40% of the balance due. Interest will be charged at the rate of 1.5% per month. Attorney’s fees and court costs are 100% of the actual amount incurred.

7. Retainer Deposit. Depending on the Services provided by Golden Years, Client may be required to deposit with Golden Years a retainer in the amount as identified in Schedule D (the “Retainer Deposit”). Such Retainer Deposit shall be held by Golden Years and may be applied, at Golden Years option, against any unpaid Fees or Costs which are the responsibility of Client under this Agreement. Golden Years reserves the right to require additional Retainer Deposits from Client, based on the scope of Golden Years’s Services for Client at any time. Any unused portion of the Retainer Deposit shall be refunded to Client within fifteen (15) days after completion of the specific Service or Termination of this Agreement.

8. Damages. Golden Years is not responsible for normal wear and tear, loss, or damage to Client’s property during Golden Years’s performance of the Services, except in the case of gross negligence or wanton misconduct by Golden Years.

9. Release of Liability. Client, for Client and Client’s heirs, successors, assigns, affiliates, agents, employees and representatives (the “Releasing Parties”), hereby releases, remises, quitclaims and forever discharges Golden Years and any of its agents, employees, officers, directors, managers, representatives, and assigns (the “Released Parties”) from and against any and all actions, causes of action, suits, claims, debts, demands, charges, complaints, costs, damages, obligations, and liabilities of any nature whatsoever, including future and contingent claims, both known and unknown, in law or in equity (including attorneys’ fees), that the Releasing Parties have had or have against any of the Released Parties, arising at any time prior to or after the date of this Agreement, whether based on tort, contract (express or implied)

or any federal, state or local law, statute or regulation, provided, that such release shall not apply to a particular Released Party where such liability arises out of the gross negligence or wanton misconduct of that particular Released Party.

10. Indemnification. Client hereby agrees to indemnify, save and hold harmless Golden Years and its agents, employees, officers, directors, managers, representatives, and assigns (the “Indemnitees”) from any loss, liability, damage, or cost Indemnitees may incur due to claims brought against any of the Indemnitees arising out of any and all injury, disability, or death, or loss or damage to person or property, as a result of any act or omission of the Client or any of the Indemnitees, or any of their agents, employees, officers, directors, managers, licensees, invitees, guests, representatives, or assigns, whether caused by the negligence of any of the Indemnitees or otherwise, *provided*, that such indemnity shall not apply to a particular Indemnitee where such injury, disability, death, or loss or damage to person or property is the result of the gross negligence or wanton misconduct of that particular Indemnitee.

11. Disclosed Agency. Client represents and warrants that it understands that in all cases where Golden Years negotiates or obtains any good or service for Client from a third party, Golden Years is acting as the disclosed agent of Client in such transaction with respect to such third party. Client hereby covenants to indemnify, save, and hold harmless Golden Years, under the terms set forth in Paragraph 9 and 10 above, for any loss, liability, damage, or cost, whether sounding in contract, tort, or otherwise, made by any third party against Golden Years where Golden Years is acting as a disclosed agent as described herein.

12. Additional Covenants of Client. Client further covenants and agrees that:

- (a) Client shall comply with all codes of conduct or rules which Golden Years may set forth with respect to the Services from time to time;
- (b) Client shall not assign or transfer Client’s rights under this Agreement without the written consent of Golden Years;
- (c) Client shall comply with all laws, regulations, and ordinances pertaining to the Services.

13. Events of Default. Any of the following shall constitute an Event of Default under this Agreement:

- (a) Client’s failure to pay all or any portion of the Fees within ten (10) days of Client’s receipt of written notice from Golden Years of Client’s failure;
- (b) Client’s failure to perform any covenant, condition, or other agreement pursuant to this Agreement within thirty (30) days of Client’s receipt of written notice from Golden Years of Client’s failure; or
- (c) Client’s abandonment or discontinuance of use of the Services for a period of more than ninety (90) consecutive days (for this purpose, abandonment or discontinuance shall not include periods where a Client who resides in the Las Vegas area seasonally or periodically is not resident in Las Vegas, *provided*, that the Client intends to return to Las Vegas in the future); or
- (d) Client’s use or attempted use of the Services for any purpose contrary to any law, regulation, or ordinance, or not otherwise permitted herein.

Upon the occurrence of an Event of Default, Golden Years shall have the immediate right of Termination of this Agreement as set forth in Paragraph 5 of this Agreement (but without the

requirement of thirty (30) days' written notice to Client), effective immediately upon written notice of Golden Years's exercise of such right to Client. Golden Years shall be entitled to exercise all remedies available at law or in equity, including without limitation summary proceedings, force, or otherwise, to take possession of any property of Golden Years and to collect any Fees due to Golden Years or any damages, costs, or attorneys' fees resulting from Client's breach of this Agreement. Golden Years shall have a lien upon all property of Client in its possession, custody, or control to secure the payment of any unpaid Fees, damages, costs, and attorneys' fees Client owes to Golden Years upon or after such Event of Default.

14. Notices. All written notices required by this Agreement shall be addressed as follows:

If to Golden Years:

Golden Years  
9300 Sun City Blvd, Suite 103  
Las Vegas, NV 89134  
Bob@WeProvideGoldenCare.com

If to Client:

To the address, and e-mail address written on Schedule A.

15. Entire Agreement. This Agreement contains the entire agreement between the Parties relating to the matters referred to herein. No modification or waiver of any provisions of this Agreement shall be valid unless in writing and signed by all Parties.

16. Enforcement. In any action necessary to enforce terms of this Agreement, a prevailing party shall be entitled to payment of its attorney's fees and costs from the adverse party or parties.

17. Applicable Law. This Agreement shall be construed and governed by the laws of the State of Nevada, irrespective of its choice of law rules.

18. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

19. Abuse Reporting. If you believe you are being abused, neglected, or exploited, you should contact the State of Nevada Aging and Disability Services (702-486-6930), and notify the Agency Owner (702-237-1611). If you have any other type of complaint, please notify Golden Years owner. After investigation, if the Golden Years is unable to resolve the complaint to your satisfaction, please contact the Nevada State Health Division (702-486-6515).

20. Arbitration. The Client and Golden Years agree that any controversy or claim relating to this agreement will be settled by Binding Arbitration in Clark County, Nevada. The arbitration is administered by the American Arbitration Association ("AAA") in accordance with the National Rules for the Resolution of Employment Disputes. Both parties will share equally in the cost of arbitration and associated fees. The decision of the arbitrator shall be final and binding. All disputes must be filed within 180 days of the occurrence of claim or controversy.

**IN WITNESS WHEREOF**, Golden Years has executed this Concierge Agreement as of the day and year written.

**GOLDEN YEARS CONCIERGE LLC**

\_\_\_\_\_

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

Its: Manager

Date: \_\_\_\_\_

**IN WITNESS WHEREOF**, the Client has executed this Concierge Agreement as of the day and year written.

**CLIENT or POWER OF ATTORNEY**

\_\_\_\_\_

Signature

Date: \_\_\_\_\_

### Client Information - Schedule A

**Client Information**

Name \_\_\_\_\_

Email Address \_\_\_\_\_

Cell Phone \_\_\_\_\_

Home Phone \_\_\_\_\_

Address \_\_\_\_\_

City/State /Zip \_\_\_\_\_

Date of Birth \_\_\_\_\_

How Did You Hear About Us \_\_\_\_\_

**Emergency Contact Information**

Emergency Contact Name \_\_\_\_\_

Emergency Cell \_\_\_\_\_

Emergency Email \_\_\_\_\_

Emergency Contact Address \_\_\_\_\_

**Power of Attorney ("POA") Contact Information**

POA Contact Name \_\_\_\_\_

POA Cell \_\_\_\_\_

POA Email \_\_\_\_\_

## **Golden Years Schedule of Consulting Services – Schedule B**

[circle specific services desired]

- (a) Medical Advocacy Consulting
  - 1. Performing consulting services of a medical advocate to ensure your loved one gets the best medical treatment possible in hospitals, rehabs, other medical facilities, in Hospice care, or in-home Health Care:
    - A. Acting as a liaison to families who may be hundreds of miles away, ensuring their loved one gets the care they deserve
    - B. Evaluating, arranging for, and monitoring hired caregivers such as Hospice, Home Health, and Home Care aides.
    - C. Coordinating medical appointments and arranging transportation through a Personal Care Agency (PCA)
    - D. Assist with Hospital/Rehab relocation to home, with the referral of a PCA as needed
  - 2. Creating short and long-term care plans that may include a PCA or assisted living arrangement
  - 3. Arranging for relief or respite care for stressed-out caregivers with a PCA Agency
  - 4. Assist in selecting Hospice arrangements and counseling
  - 5. Assist in deciphering your long-term care insurance plan with helpful hints to make filing your claims easier
- (b) Home Services
  - 1. Routine home maintenance
    - A. Routine appliance maintenance and repairs
    - B. Oversee outside HVAC, plumbers, appliance companies as needed
  - 2. Elder care enhancements like shower bars and ramps
  - 3. Provide eyes and ears for ongoing home projects
  - 4. House checkups – frequently determined by the client when the client is out of town
  - 5. Set up new TV, assist with cable or satellite services
- (c) Computer Technical Assistance
  - 1. Computer tutoring and assistance
  - 2. Update software
  - 3. Setup new computer, tablet, or smartphone
- (d) Financial Services Consulting
  - 1. Financial management assessment focusing on both short and long-term care needs
  - 2. Preparation of a monthly financial budget based on needs and resources
  - 3. Making referrals to financial, legal, or medical professionals and suggesting ways to avert problems
  - 4. Manage incoming/outgoing mail
  - 5. Monthly bill payment service (deposit required)
  - 6. Medicare/Insurance/Long Term Care bill auditing
  - 7. Medical/Doctor bill review and approval
- (e) Elder Legal Consulting
  - 1. A legal review of your estate by a professional, unbiased attorney who specializes in Elder law.

- A. Estate Planning to protect your assets and inheritance
    - B. Wills and Trusts
    - C. Power of Attorney
  - 2. Assist with the Guardianships process for your loved one under Nevada law:
    - A. Person
    - B. Estate
    - C. Person & Estate
    - D. Temporary Guardianship
- (f) Transitional Services Consulting
  - 1. Assist with finding the right living arrangements for your loved one as they age
    - A. Assisted Living
    - B. Continuous Care Retirement Community
    - C. Memory Care
    - D. Stay at home with the proper care
  - 2. Real Estate Services
    - A. Work in conjunction with the realtor to ensure your home sells
    - B. Preparing home for sale
    - C. Decluttering a home
    - D. Oversee and coordinate asset auctions (with an Estate Sales company), when you want to downsize or at the time of death
- (g) Social/Mental Wellness & Crisis Support
  - 1. Social/Mental Wellness
    - A. Design a Social Engagement Plan
    - B. Regularly scheduled Concierge check-in calls for engagement and on-going assessments
    - C. Answering questions and addressing emotional concerns of caregivers and their loved ones
  - 2. Crisis Support
    - A. Cognitive Engagements by licensed professionals, as needed
    - B. Identifying social services and programs that could help the care recipient
    - C. Family counseling on social and mental wellness plans and strategies
- (h) Travel Arrangements
  - 1. Provide traveling caregiver services (PCA) when you travel away from home
  - 2. Manage travel reservations
    - A. Hotel or resort
      - I. Research destination information, such as resorts, for clients
    - B. Rental car
    - C. Airline
- (i) Nutrition Planning & Consulting
  - 1. Nutritional assessment by a professional Nutritionist to set proper dietary requirements
  - 2. Meal planning with dietary requirements included
  - 3. Grocery shopping and delivery

- 4. Regularly scheduled, complete meal delivery to relieve the need for complicated preparation and cooking
- (j) Life Planning Consulting
  - 1. Provide family counseling of pending expectations and responsibilities as their loved one ages
  - 2. Serve as a caring Concierge to help anticipate and plan arrangements
  - 3. Assist with life transition services
    - A. Funeral arrangements
    - B. Coordinating death certificates
- (k) Other Services which otherwise comply with the terms of this Agreement as Client and Golden Years may agree from time to time
- (l) Golden Years may, in its discretion, enter subcontracts with third parties to assist with certain Client Services, or request that Client enter a contract directly with such third party.
- (m) Other Services not discussed above:

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**PAYMENT AUTHORIZATION – Schedule C**

Client Name \_\_\_\_\_

I authorize Golden Years Concierge LLC (“Golden Years”), to process payment on an as-needed basis for services rendered. I understand and accept the following conditions:

1. A credit card or voided check must be placed on file to start services.
2. Golden Years will charge my credit card or withdraw funds via ACH Debit/Electronic Funds Withdrawal (“E-Check”) for services rendered. The charge will occur within three calendar days after the end of the monthly cycle, or as needed to keep the account current. **There is a 3.5% surcharge on credit/debit card charges, E-Check is FREE.**
3. Payments not made within 3 days of financial institution rejection may incur a 5% penalty. An additional 5% penalty may occur for each seven (7) days late. I am responsible for any fees incurred by Golden Years because of my financial institution’s rejection of my credit card or bank account.
4. I authorize Golden Years to process entries to my bank account for services provided. I understand that this authority will remain in effect until I provide seven (7) days prior notification to terminate the authorization.

Payment Method:       Charge my Credit Card (3.5% Fee)       Process E-Check (Free)

Invoice Delivery Method:       Mail       E-Mail

Payer’s Name: \_\_\_\_\_

Payer’s Relationship to Client: \_\_\_\_\_

Payer’s Email: \_\_\_\_\_

**Credit Card Information:**

Name **EXACTLY** as it appears on the card (PRINT): \_\_\_\_\_

Credit Card Number: \_\_\_\_\_

Type of card: VISA MC AMEX      Expiration Date: \_\_\_\_\_ Security Code: \_\_\_\_\_

Credit Card Billing Address (Please Print):

Street: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Zip Code: \_\_\_\_\_ Telephone: (\_\_\_\_) \_\_\_\_\_

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**E-Check Information: (Attach Voided Check)**

Bank Name: \_\_\_\_\_ Type of Account: Checking Savings

Bank Routing Number \_\_\_\_\_ Account Number \_\_\_\_\_

Signature of Account Holder: \_\_\_\_\_ Date \_\_\_\_\_

### Schedule of Fees - Schedule D

<b>Golden Years Fee Schedule</b>
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<u>Monthly Membership Fees</u>	<u>Monthly Home Visits</u>		
Bronze	4	\$	299
Silver	8	\$	499
Gold	14	\$	799

<u>Individual Services**</u>	<u>Cost Per Hour*</u>
Computer/Technical Assistance	\$ 75
Home Services (including additional home visits)	\$ 75
Life Planning	\$ 95
Medical Advocacy	\$ 95
Nutrition Planning	\$ 75
Professional Services Oversight (Legal, Accounting)	\$ 95
Social/Mental Wellness/Crisis Support	\$ 95
Transitional Services	\$ 95
Travel Arrangements	\$ 75

<u>Monthly Services</u>	<u>Cost Per Month</u>
Bill Pay Service - up to 20 bills - includes postage***	\$ 125
Manage incoming/outgoing mail	\$ 95
Manage All Household Services (landscaper, house cleaner, pool service, etc.)	\$ 95

Retainer Deposit Required, If any: \$ \_\_\_\_\_

Cost of Other Services not described above:

<u>Description</u>	<u>Cost Per Hour*</u>	<u>Cost Per Month</u>

\* - Hourly Services are billed in 15 minute increments - there is a one hour minimum.  
 \*\* - The above services may require the assistance of outside professionals which may incur additional costs  
 \*\*\* - Bill pay requires a deposit of the estimated monthly amount of all bills to be paid.

Service Fees are guaranteed not to change for a period of 120 days from agreement. If Fees do change, a 14-day notice will be provided