



COMMUNITY REFERRAL AND REFERRAL FEE AGREEMENT

This Community Referral and Referral Fee Agreement (the “**Agreement**”) is entered into by and between **Golden Years Concierge LLC, dba, Golden Heart Senior Placement**, a Nevada LLC, with its principal place of business at 9320 Sun City Blvd, Suite 103 Las Vegas, NV 89134 (the “**Agency**”); and (the “**Community**”) identified below, as of the effective date identified on the signature page:

COMMUNITY LEGAL NAME: _____

COMMUNITY TYPE: _____

COMMUNITY ADDRESS: _____

EMAIL CONTACT ADDRESS: _____

The Agency and the Community are each a “**Party**” and together the “**Parties.**”

Recitals

- A. The Agency is a licensed and insured senior living community referral agency as defined in NRS 449.0181 that assists older adults and their representatives in identifying and selecting appropriate senior living options.
- B. The Community is a residential facility for groups licensed under NRS Chapter 449 that holds (or is in the process of obtaining) an endorsement to provide assisted living services under NRS 449.0302 and NAC 449.2751, and that wishes to receive qualified referrals from the Agency.
- C. The Parties wish to set out the terms under which the Agency will refer prospective residents to the Community and the Community will pay the Agency a referral fee for resulting move-ins, in a manner that complies with applicable Nevada and federal law.

NOW, THEREFORE, the Parties agree as follows.

1. Definitions

- A. “**Referral**” means the Agency’s act of presenting the Community to a prospective resident (or the prospective resident’s authorized representative) as a recommended option, where the Prospective Resident has consented to having his or her information shared with the Community.
- B. “**Prospective Resident**” means an adult seeking senior living placement whom the Agency assists.
- C. “**Move-In**” means a referred Prospective Resident’s execution of a residency agreement with the Community **and** physical occupancy at the Community.



- D. **"Private-Pay Resident"** means a resident whose room, board, and care at the Community are paid entirely from private funds (personal funds, family funds, long-term care insurance, or similar private sources) and **not**, in whole or in part, by Medicare, Medicaid (including any Nevada Medicaid Home and Community-Based Services or Assisted Living Waiver), TRICARE, the U.S. Department of Veterans Affairs, or any other federal or state health care program.
- E. **"Referral Fee"** means the fee payable by the Community to the Agency under Section 3.
- F. **"Monthly Rate"** means the base monthly room-and-board and care rate the resident agrees to pay the Community at Move-In, exclusive of one-time community/move-in fees, deposits, third-party charges or discounts.
- G. **"Move-In Date"** means the date a Referred Resident takes physical occupancy of a unit at the Community.
- H. **"Guarantee Period"** means the forty-five (45) day period beginning on the Move-In Date.
- I. **"Referred Resident"** means a Prospective Resident who was referred to the Community by the Agency and takes residency at the Community.

2. Scope of Agency Services

- A. The Agency will, for Prospective Residents it elects to assist: discuss needs, budget, location, and care preferences; identify potentially suitable communities (which may include the Community); arrange and where appropriate accompany tours; share the Prospective Resident's relevant information with the Community **only after obtaining the Prospective Resident's informed consent**; and provide reasonable post-Move-In follow-up.
- B. The Agency does not control admission decisions, does not guarantee any Move-In or any minimum number of Referrals, and makes no representation or warranty regarding the quality of care the Community provides.
- C. The Prospective Resident or their representative makes the final decision on all placements, the Agency's primary role is to educate, inform and assist.

3. Referral Fee

- A. **Fee.** For each Move-In of a Private-Pay Resident that results from an Agency Referral, the Community will pay the Agency a Referral Fee equal to 65% of their total Monthly Rate, excluding any proration, which may include:
 - i. rent & housing
 - ii. utilities & maintenance
 - iii. dining & nutrition
 - iv. housekeeping & facility services
 - v. life enrichment activities
 - vi. care & health services, and
 - vii. other optional & extra add-on fees

Payment is due within 10 days from the date the Resident moves into the Community.

- B. **Fee Vesting.** The Referral Fee is earned and becomes fully non-refundable upon a Referred Resident completing continuous residency through the end of the Guarantee Period.



- C. **Single fee per resident.** Only one Referral Fee is payable per Prospective Resident per Move-In. The Agency does not charge additional or recurring fees.
- D. **Couple placement.** If the Agency places a couple at the community, the Fee will be calculated based on the monthly Referral Fee for both individuals.
- E. **No pass-through to resident.** The Community will not bill, surcharge, or otherwise pass the Referral Fee through to the resident or the resident's representative.
- F. **Invoicing and late payment.** The Agency will invoice the Community upon Move-In. Undisputed amounts unpaid after 15 days accrue interest at the maximum lawful rate in Nevada.

4. Resident Satisfaction, Departure, and Re-Placement

- A. **Departure During the Guarantee Period.** If a Referred Resident vacates, for any or no reason other than by death, the Referral Fee shall be prorated based on days of residency, provided the Community has complied with the notice obligation in Section 4(D). As an example, if the Resident moves out on the 15th day at the Community, the refund to the Community would be calculated as follows:

45 days (Guarantee Period) less 15 days in residency = 30 days refunded to the community. If the Referral Fee was \$3,000, then the refund to the Community would be the days refunded to the community divided by Guarantee Period times the Referral Fee or $30/45 * \$3,000 = \$2,000$ refunded to the Community.

- B. **Departure After the Guarantee Period.** If a Referred Resident remains in continuous residency beyond the Guarantee Period and thereafter elects to leave the Community, for any or no reason, the Referral Fee shall be deemed fully earned and non-refundable, and the Community shall have no right to any refund, credit, or offset on account of such departure. Departures during the Guarantee Period are governed solely by Section 4(A).
- C. **Re-Placement Assistance.** Where a Referred Resident expresses dissatisfaction and wishes to relocate, whether during or after the Guarantee Period, the Agency will, upon request of the Community, Resident or Resident's family, assist the Resident in identifying an alternative community. If the Resident relocates to another community served by the Community (affiliated community), the placement of the Resident at that community shall be treated as a separate transaction between the Agency and the receiving community.
- D. **Notice.** The Community shall notify the Agency via email (Info@WeProvideGoldenCare.com) within three (3) business days after a Referred Resident gives notice of intent to leave, or vacates, where such notice or departure occurs within forty-five (45) days of the Move-In Date. Failure to provide timely notice waives the Community's rights under Section 4(A).
- E. **Agreement Status.** If there is an outstanding balance that is in dispute, this Agreement will be held in inactive status, and no additional Referrals will be presented to the Community by the Agency, until the dispute is resolved.

5. Referral Attribution and Non-Circumvention

- A. A Prospective Resident is credited to the Agency if, within 180 days before Move-In, the Agency shared that person's information with the Community with the person's consent and the Community acknowledged receipt under Section 5(B).



- B. The Agency will email each Prospective Resident's information to the Community. This method of delivery is the Communities acknowledgement of receipt and will notify the Agency within two (2) business days of any Move-In of a Referred person.
- C. If a dispute arises over whether a person was a registered Agency lead, the Parties will resolve it in good faith using the Section 5(B) acknowledgment records as primary evidence.

6. Regulatory Compliance — Agency

The Agency represents, warrants, and covenants that it will, at all times during the Term:

- A. **Registration/licensure.** Maintain any registration or license required of a senior living community referral agency under NRS Chapter 449 (as amended by SB 260 (2023) and SB 299 (2025)) and applicable provisions of NAC Chapter 449, and operate in compliance with NRS 449.1145 (prohibitions, duties, and authorized methods of compensation), NRS 449.1147, and any regulations adopted thereunder.
- B. **Consumer disclosure and consent (NRS 449.114).** Before making any Referral, provide each Prospective Resident (or representative) the written disclosure and obtain the consent required by NRS 449.114 — including, at minimum, disclosure that the Agency is compensated by the Community, that the Prospective Resident is not charged for the Agency's service, and the nature of the Agency's business relationship with the Community — and maintain the record of that disclosure and consent and provide a copy on request as that statute requires.
- C. **No steering; consumer's free choice.** The Agency will present options based on the Prospective Resident's stated needs, budget, and preferences, will disclose its paid relationships, and will not misrepresent the Community or withhold suitable non-contracted options in a manner that overrides the consumer's informed, free choice.

7. Regulatory Compliance — Community

The Community represents, warrants, and covenants that it will, at all times during the Term:

- A. Hold and maintain a current Nevada license as a residential facility for groups under NRS Chapter 449, and a current endorsement to provide assisted living services under NRS 449.0302 / NAC 449.2751 to the extent it markets or provides assisted living services.
- B. Provide each resident with written disclosure of services and rates required of the Community under applicable Nevada law and admit and retain residents only within the scope of its license and endorsement.
- C. Not condition any resident's care, services, rate, or retention on whether the resident came through the Agency.

8. Federal Health Care Program Exclusion (Anti-Kickback)

- A. **Private pay only.** The Referral Fee applies **solely** to Move-Ins of Private-Pay Residents as defined in Section 1.4. **No Referral Fee is owed, payable, solicited, or accepted** with respect to any resident, or any portion of any resident's stay, for which payment is or becomes available, in whole or in part, under Medicare, Medicaid (including any Nevada Medicaid Assisted Living or other Home and Community-Based Services Waiver),



TRICARE, the U.S. Department of Veterans Affairs, or any other federal or state health care program.

- B. **No fee tied to reimbursable services.** Neither Party will pay, solicit, receive, or accept any remuneration under this Agreement that is tied to the referral of, or in exchange for, any item or service reimbursable by a federal health care program — including but not limited to hospice, home health, skilled nursing, therapy, or physician services. If a Referred resident is receiving or transitioning to hospice or any other federally reimbursable service, that fact does not create, increase, or revive any Referral Fee.
- C. **Purpose and FMV.** The compensation under this Agreement is intended solely as fair-market-value payment for bona fide private-pay placement, is not determined in a manner that takes into account the volume or value of any federally reimbursable referrals and is not intended to induce referrals of federal health care program business.
- D. **Compliance with the Anti-Kickback Statute.** Each Party will comply with the federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b), and any applicable Nevada analog, and nothing in this Agreement will be construed or performed in a way that violates them.

9. Confidentiality and Resident Information

- A. Each Party will keep the other's confidential business information and all Prospective Resident / resident personal and health information confidential, use it only to perform this Agreement, and safeguard it in compliance with applicable privacy laws.

10. Term and Termination

- A. **Term.** This Agreement begins on the Effective Date and continues until terminated under this Section.
- B. **Termination.** Either Party may immediately terminate this agreement on written notice.
- C. **Survival.** Fees earned before termination (including for Move-Ins occurring within 30 days after termination from Referrals made before termination) remain payable. Sections 1, 3, 4, 6, 7, 8, 9, 11, and 12 survive termination.

11. Insurance; Indemnification; Limitation of Liability

- A. **Insurance.** Each Party will maintain commercially reasonable general and professional liability insurance and provide a certificate on request.
- B. **Mutual indemnification.** Each Party will indemnify and hold the other harmless from third-party claims to the extent arising from the indemnifying Party's negligence, willful misconduct, or breach of this Agreement, including its own regulatory non-compliance.
- C. **No liability for care.** The Agency is not liable for the Community's care, services, or operations, and the Community is not liable for the Agency's referral or advisory services, except as set out in Section 11(B).
- D. **Limitation.** Each party's total aggregate liability arising out of or relating to this Agreement shall not exceed the total placement/referral fee paid or payable under this Agreement giving rise to the claim.



12. General Provisions

- A. **Independent contractors.** The Parties are independent contractors. Nothing here creates a partnership, joint venture, agency, or employment relationship, and neither Party may bind the other.
- B. **Governing law; venue.** This Agreement is governed by Nevada law, without regard to conflicts principles. Venue lies in the state courts located in Clark County, Nevada.
- C. **Dispute resolution.** If the Dispute cannot be resolved through informal negotiations within thirty (30) calendar days of the initial written notice, the Parties agree that the Dispute shall be resolved by binding arbitration administered by JAMS or AAA in accordance with its Commercial Arbitration Rules. The place of arbitration shall be Las Vegas, Nevada. The arbitrator's award shall be final and binding, and judgment upon the award may be entered in any court having jurisdiction thereof.
- D. **Assignment.** Neither Party may assign without the other's prior written consent, except to a successor of all or substantially all of its business.
- E. **Notices.** Notices must be in writing to the addresses above (or as updated), by hand delivery, certified mail, or email with confirmation.
- F. **Entire agreement; amendment.** This Agreement (with any exhibits) is the entire agreement and supersedes prior understandings. It may be amended only in a writing signed by both Parties.
- G. **Severability; waiver; counterparts.** If any provision is unenforceable, the rest remains in effect. No waiver is implied by a failure to enforce. This Agreement may be signed in counterparts and by electronic signature.
- H. **Compliance.** Each Party will comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

IN WITNESS WHEREOF, the Parties execute this Agreement as of the Effective Date below.

AGENCY:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

COMMUNITY:

Signature: _____

Printed Name: _____

Title: _____

Effective Date: _____



Golden Years Concierge LLC, DBA Golden Heart Senior Placement – W9

Form W-9 (Rev. March 2024) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
	Go to www.irs.gov/FormW9 for instructions and the latest information.	

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See <i>Specific Instructions</i> on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Golden Years Concierge LLC	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	2 Business name/disregarded entity name, if different from above. Golden Heart Senior Placement	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) S Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 9320 Sun City Blvd, Suite 103	
6 City, state, and ZIP code Las Vegas, NV 89134		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	
9	2
3	5
9	9
1	0
6	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date 9/1/2026
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

State Business License

SECRETARY OF STATE



NEVADA STATE BUSINESS LICENSE

GOLDEN YEARS CONCIERGE LLC

Nevada Business Identification # NV20232768592

Expiration Date: 04/30/2027

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.

License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which, by law, cannot be waived.



Certificate Number: B202606296791629

You may verify this certificate
online at <https://www.nvsilverflume.gov/home>

IN WITNESS WHEREOF, I have hereunto set my
hand and affixed the Great Seal of State, at my
office on 06/29/2026.

FV Aguilar

FRANCISCO V. AGUILAR
Secretary of State



Golden Heart State License – Senior Referral Agency

Please display this license conspicuously

This license was printed from an online licensing system. **VERIFY LICENSE IS VALID**
BY GOING TO: <https://nvdpbh.aithent.com/login.aspx>

Go to License Verification, Facility Locator & Inspection Reports "Click Here" and look up by license number (Credential Number) to verify that the license is active and valid.

Should you have any changes such as Name, Administrator, Location, Change of Ownership or Number of Beds go to:
<https://nvdpbh.aithent.com/login.aspx>.

Should you have any changes such as Name, Administrator, Location, Change of Ownership or Number of Beds to go <https://nvdpbh.aithent.com/login.aspx>.

If your license is not completely accurate, Please contact us at (775) 684-1030 so that we may resolve any problems.

License Number
12511-BPR-0

State of Nevada
Nevada Health Authority
Division of Purchasing and Compliance

This Is To Certify That

GOLDEN HEART SENIOR PLACEMENT

9320 SUN CITY BLVD, SUITE 103
LAS VEGAS, NV 89134

Is hereby licensed as a(n)

BUSINESS THAT PROVIDES REFERRALS TO RFFG OR OTHER APPLICABLE GROUP HOMES

as provided for in Chapters 439 and 449 of the Nevada Revised Statutes and the Nevada Administrative Code and the standards, rules and regulations adopted by the Board of Health.

This facility is licensed to provide the following:

Facility Type : BUSINESS THAT PROVIDES REFERRALS TO RFFG OR OTHER APPLICABLE GROUP HOMES

Endorsement :

Bed Information :

ROBERT SWADKINS / Administrator

Cynthia Leech / Administrator

ROBERT SWADKINS

Effective Date: 10/1/2026