

SENIOR HOUSING CONSULTING AGREEMENT

This Senior Housing Consulting Agreement (the "Agreement") is entered into as of this Date _____, by and between:

Heart to Home Inc.

659 Mulberry Lane
Mendota Heights, MN 55118
(the "Consultant")

and

[Client's Name]

[Client's Address]
(the "Client")

RECITALS

WHEREAS, the Client desires to obtain certain consulting services in the field of senior housing;
and

WHEREAS, the Consultant has the necessary expertise and experience to provide such services.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. Scope of Services

The Consultant agrees to provide senior housing consulting services to the Client, including, but not limited to, the following:

- **Market Analysis:** Evaluate the senior housing market in the Client's geographic region to identify trends, opportunities, and challenges.
- **Operational Assessment:** Assess the Client's current operations or proposed project in senior housing, including financial performance, management practices, and regulatory compliance.
- **Strategic Planning:** Assist the Client in developing a business plan or strategic plan for senior housing development or management.

- **Site Selection:** Advise on potential locations for senior housing development, considering demographic and financial factors.
- **Regulatory Guidance:** Provide insights into local, state, and federal regulations governing senior housing and recommend strategies for compliance.
- **Marketing and Branding:** Guide in the creation of effective marketing strategies tailored to senior housing services and resident attraction.
- **Management and Operations:** Provide recommendations for the management structure and operational procedures for the senior housing facility, ensuring optimal efficiency and service quality.
- **Program Development:** Assist in designing and implementing programs for residents, including wellness, recreational activities, and social engagement.
- **Service Implementation:** Oversee and guide the implementation of services within the facility to ensure that they meet the needs of residents and are aligned with industry best practices.
- **Physical Design and Layout:** Provide consultation on the physical design and layout of the facility, ensuring it is senior-friendly, accessible, and in line with regulatory standards.
- **Customer and Staff Relations:** Develop strategies for improving customer (resident) satisfaction and fostering positive relationships between staff and residents.
- **Marketing and Growth Strategies:** Develop long-term marketing and growth strategies to enhance the visibility and financial performance of the senior housing operation.
- **General Question and Answer Sessions:** Conduct Q&A sessions with stakeholders, staff, or potential investors to clarify any issues, concerns, or questions regarding the senior housing project.
- **Staff Orientation and Training Models:** Design and implement staff orientation programs and training models to ensure all staff are well-prepared to deliver quality care and services.
- **Business Plan Development and Implementation:** Assist in developing a comprehensive business plan for the senior housing facility and provide guidance for its successful implementation.
- **Vendor Referral Services:** Provide recommendations and referrals for vendors or service providers (e.g., healthcare services, security, food services) that may be needed to operate the senior housing facility.

The Consultant will perform these services as outlined, and any additional services will be subject to a written amendment to this Agreement.

2. Term of Agreement

This Agreement shall begin on _____ and continue until _____; unless terminated earlier as provided herein.

3. Consulting Fees and Payment Terms

The Client agrees to pay the Consultant the following fees for the services rendered under this Agreement:

- **Hourly Rate:** \$125 Per Hour
- **Payment Terms:** Payments are due Monthly and are payable by check. Invoices will be sent via Quickbooks.

Late payments are subject to a late fee of 8% per month of the outstanding balance.

4. Confidentiality

The Consultant agrees to maintain confidentiality regarding all confidential and proprietary information provided by the Client. This includes, but is not limited to, business plans, financial information, and market research. The confidentiality obligation will survive the termination of this Agreement.

5. Independent Contractor Status

The Consultant is an independent contractor and not an employee of the Client. As such, the Consultant shall be responsible for paying all taxes, social security, and other similar obligations related to the Consultant's compensation under this Agreement. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship.

6. Termination

Either party may terminate this Agreement with or without cause by providing 7 days' written notice to the other party. In the event of termination, the Client shall pay the Consultant for services rendered up to the termination date.

7. Indemnification

The Client agrees to indemnify and hold harmless the Consultant from any claims, liabilities, damages, or expenses arising out of the Client's use of the Consultant's advice or services.

8. Conflict of Interest

The Consultant shall promptly disclose any potential conflicts of interest that may arise during the course of this engagement.

9. Ownership of Work Product

Any reports, documents, plans, or other work product created by the Consultant in connection with the services provided under this Agreement shall be the property of the Client. The Consultant may retain copies for reference purposes.

10. Dispute Resolution

In the event of a dispute, the parties agree to attempt to resolve the matter through informal negotiation. If the dispute cannot be resolved through negotiation, the parties agree to engage in mediation before seeking other legal remedies.

11. Miscellaneous

- **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the state of [State].
- **Entire Agreement:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings.
- **Amendment:** Any amendment to this Agreement must be made in writing and signed by both parties.
- **Assignment:** The Client may not assign or transfer this Agreement without the prior written consent of the Consultant.

12. Signatures

IN WITNESS WHEREOF, the parties have executed this Senior Housing Consulting Agreement as of the date first written above.

Client:

Signature: _____
Name: [Client's Name] _____
Title: [Client's Title] _____
Date: [Date] _____
Tel & Email: _____

Consultant:

Signature: _____
Name: Heart to Home Inc. / Josh Cesaro-Moxley
Title: LALD / Co-Founder
Date: [Date] _____