



# Trusted Partner Agreement

This **Trusted Partner Agreement** (“**Agreement**”) is entered into as of **[Effective Date]**, by and between:

**305Senior**, a community-based referral and networking platform (“**Company**”), and **[Partner Business Name]**, a legally established business entity (“**Partner**”).

## • 1. Purpose

- The purpose of this Agreement is to establish a **non-exclusive referral relationship** under which the Partner may participate in the **305Senior Trusted Partner Network** and be considered for referrals of senior clients and their families.

## • 2. Nature of Relationship

- The relationship between the parties is strictly that of **independent entities**.
- The Partner is an **independent contractor**, not an employee, agent, joint ventures, or representative of 305Senior.
- Nothing in this Agreement shall be interpreted to create any **employment, fiduciary, or agency relationship**.

## • 3. Scope of Services

- The Partner agrees to:
- Provide services in the category of: **[Service Type]**
- Operate within the following service area: **[Service Area]**
- Deliver services directly to clients under the Partner’s own business name and responsibility

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

## 4. Partner Obligations

The Partner agrees to the following standards:

### 4.1 Professional Conduct

- Provide services in a competent, ethical, and lawful manner
- Treat all clients—especially seniors and their families—with dignity, respect, and patience
- Communicate clearly, truthfully, and professionally

### 4.2 Referral Responsiveness

- Respond to referrals within **24 hours**
- Maintain reasonable availability and timely follow-up

### 4.3 Compliance

- Maintain all **required licenses, certifications, and permits**
- Carry appropriate **general liability and/or professional insurance**
- Comply with all applicable local, state, and federal laws

### 4.4 Prohibited Conduct

The Partner shall NOT:

- Engage in misleading, deceptive, or unethical practices
- Use high-pressure or coercive sales tactics
- Misrepresent affiliation with 305Senior

## 5. Vetting, Monitoring, and Removal

**305Senior** reserves the right, at its sole discretion, to:

- Evaluate and re-evaluate Partner eligibility at any time
- Request updated documentation, licenses, or insurance proof
- Consider client feedback in determining continued participation
- Suspend or remove Partner status at any time, with or without cause

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

## 6. Trial Period (If Applicable)

The Partner may initially be approved under a **trial or provisional status**.

Continuation beyond this period is subject to:

- Performance evaluation
- Responsiveness
- Client satisfaction

## 7. No Guarantee of Referrals

The Partner acknowledges and agrees:

- **305Senior** does **not guarantee any volume of referrals**
- Referrals are made at the sole discretion of 305Senior
- No exclusivity is granted within any category or market

## 8. Branding & Limited Use of Name

Upon approval:

- Partner may refer to itself as a “**305Senior Trusted Partner**” solely for descriptive purposes

However, the Partner shall NOT:

- Use trademarks, logos, or branding without prior written consent
- Represent itself as an agent or official representative of 305Senior
- Bind or obligate 305Senior in any manner

## 9. Limitation of Liability & Disclaimer of Responsibility

### 9.1 No Responsibility for Services

**305Senior acts solely as a referral and networking platform.**

305Senior:

- Does **not provide, supervise, control, or guarantee** Partner services
- Has **no involvement in service delivery, pricing, contracts, or outcomes**
- Does **not assume responsibility** for any acts, omissions, errors, or negligence of the Partner

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

## 9.2 Client Relationship Disclaimer

All services are rendered under a **direct agreement between the Partner and the client**.

- **305Senior** is **not a party to any service agreement** between Partner and client
- **305Senior** has **no liability for disputes, damages, or claims arising from services provided**

## 9.3 Indemnification

The Partner agrees to **defend, indemnify, and hold harmless** 305Senior, including its owners, officers, and representatives, from and against any and all:

- Claims
- Damages
- Losses
- Liabilities
- Legal fees and expenses

arising out of or related to:

- Services provided by the Partner
- Breach of this Agreement
- Violation of laws or regulations
- Misconduct, negligence, or omissions

## 9.4 Limitation of Damages

To the fullest extent permitted by law:

- **305Senior** shall **not be liable for any indirect, incidental, consequential, or punitive damages**
- Total liability (if any) shall be limited to **\$0**, as **305Senior** does not charge for service execution or act as a service provider

# 10. Confidentiality

The Partner agrees to:

- Protect all client and referral information
- Use information solely for the purpose of delivering services
- Not share, sell, or distribute client information without consent

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

# 11. Term and Termination

## 11.1 Term

This Agreement shall remain in effect for one year from the date of signature.

## 11.2 Termination Rights

Either party may terminate this Agreement:

- At any time
- With or without cause
- With written notice

## 11.3 Immediate Termination by 305Senior

Grounds include (but are not limited to):

- Ethical violations
- Negative client experiences
- Loss of licensing or insurance
- Misrepresentation or reputational harm

# 12. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the **State of Florida**, without regard to conflict of law principles.

# 13. Entire Agreement

This Agreement constitutes the **entire understanding** between the parties and supersedes all prior agreements, discussions, or representations.

Any modifications must be made in writing and signed by both parties.

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

# 14. Acceptance & Execution

By signing below, the parties acknowledge that they have read, understood, and agreed to all terms and conditions of this Agreement.

## 305Senior Representative

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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Partner (Business Name): \_\_\_\_\_

Authorized Representative Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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