9615 E. County Line Rd. B579

Centennial, CO 80112

One (866) 203-7336

 **Global Elite Consultant**

**Global Elite Academy**

**Group Home Consultant**

**Home Care/Group Home membership**

**Mission:**

"Our mission is to empower ordinary individuals by providing them with the resources, support, and training necessary to own and operate their own residential group home, enabling them to make a positive impact in their communities and improve the lives of individuals in need."

**Vision:**

"Our vision is to create a network of residential group homes that serve as safe, nurturing, and inclusive environments, where individuals of all backgrounds and abilities can thrive and achieve their fullest potential. We strive to be a beacon of compassion, fostering a sense of belonging, independence, and community integration for all residents, while promoting dignity, respect, and holistic care."

 **Membership Agreement**

 **Between**

 **Global Elite Academy**

**Membership Agreement**

 is made and effective on this date: \_\_\_\_\_\_\_

This is a membership that is offered by **Global Elite Academy**, which owns and operates a business consultation agency in the United States providing the service of helping start-up business in-home care to set up and run a residential group home. This is not a franchise; therefore, there are no royalties and no territory restriction.

**Global Elite Academy**. is the holder of the company trademark and the owner of this franchisor membership. This is not a franchise, but a business membership. The agreement set out in this membership grants certain rights in exchange for a membership fee.

Individual members will choose their own business name and may not use Global Elite.

Global Elite. will provide ongoing support and guidance in various marketing, advertising and promotional services and activities in support of all membership.

Both parties agree to the following:

 **Agreement of Term:**

The term of this Agreement shall be for the period member owns their business. Each year of the term as measured from the date of this Agreement is a “Contract Year.”

**Territory**

Members do not have a limited territory and are able to operate wherever they wish to open their group home.

**Revenue Sharing**

There is no revenue sharing. Members keep 100% of their profits.

**Location**

Members can operate their agency from their home in accordance with their local and state laws.

Global Elite. does not select the location of the members’ businesses.

**Price**

The Membership is:

 Residential assistant living. $14,500

Residential assistant living, Medicaid/Medicare certified $16,500

**Training**.

* 1-3 days of extensive Training online
* Unlimited coaching support
* Weekly meeting with your coach if needed

Boot camp is free for as long as member owns their business.

The Training Platform is not available at this time and may be offered in the future.

After 3 months website. SEO and everything related to website there will be a fee.

Employee timesheet/ on boarding is free for 3 months ,there is a fee after.

One on one consultation is $160 an hour after the first 1 years, you can buy in bulks of hours 2, 5, 10, 20, 30, 40, etc. hours a month. This consultation fee is for things that were not covered in this agreement,. Anything that was covered in this agreement is free for as long as you have the business.

**Membership**

We are not a Franchise, we are a Membership Business Organization. There are no royalties or territory restriction. You keep all your profits, and choose your own company name. You pay Global Elite , a onetime membership fee.. We offer the best benefits packages in the industry.

 **Financing Options** –

You can pay all at once or and up to 4 equal payments. But remember we will not start the licensing process until you get half of the payment in.

Website – We will build your website. One website only.

**Office Package**

• Employee’s handbook (if needed).

• Policies & Procedures (one ) manual

• 250 Printed start-up Brochures & Business cards

• Logo (one time)

• Pricing Strategy Assistance

• Guidance in recruiting quality caregivers

• State Licensing Assistance (if required in your state)

• Assistance with duns number, registry name,

• Access to back office help if you require

• State required administrator training if needed

• Register your business

• And much more...

We recommend that each member have an additional money costs for such items as liability insurance, to purchase your home, state licensing fee and basic office supplies etc

**Confidential**

Each party agrees that no press release or public announcement relating to the existence or terms of this agreement (including within the context of a trade press or other interview or advertisement in any media) shall be issued without the express prior written approval of the other party hereto.

During the term of this agreement and for a period of 10 years thereafter, members shall hold in confidence and shall cause each of their directors, officers, employees and agents to hold in confidence the terms of this agreement and all information received pursuant to or developed in accordance with this agreement, specifically including but not limited to the member. Members hereby acknowledge and agree that all information contained in, relating to, or furnished pursuant to this agreement not otherwise known to the public, is confidential and proprietary and may not be disclosed to third parties without the prior written consent of Global Elite and the member, except for attorneys, employees, accountants and agents who have a business reason to know or have access to such information and only after each of whom agrees to being bound by this paragraph

1. As part of the normal reporting or review procedure by its auditors and its attorneys.

2. To the extent necessary to comply with any law or the valid order of a governmental agency or court of competent jurisdiction or as part of its normal reporting or review

procedure to regulatory agencies or as required by the rules of any major stock exchange on which either party’s stock may be listed: provided, however, that the party making such disclosure shall seek, and use reasonable efforts to obtain, confidential treatment of said information and shall promptly, to the greatest extent practicable, notify the other party in advance of such disclosure.

3. To the extent necessary to obtain appropriate insurance, to its insurance agent or carriers.

**No Right to Use Name**

No member shall acquire any right to use, nor shall use any copyrights, trademarks, characters, or designs owned or controlled by Global Elite or any of its affiliates, including without limitation, the name Global Elite alone or in conjunction with other words or names, in any advertising, publicity or promotion, either express or implied, without prior consent in writing from the Chairman of the Board of Global Elite. In no case shall any member or location advertising, publicity, or promotion, express or imply any endorsement of the same.

**Partnership**

This agreement shall not constitute any partnership, joint venture, or agency relationship between the parties. The parties shall be considered independent agency

Training and Technical Assistance

Global Elite will execute training programs, concerning matter as required for the implantation of this agreement, and the member shall ensure the participation of its employees in those training programs as required. The member will be responsible for details on the training programs including type, timing, and location.

Global Elite reserved the rights to terminate or postpone training if all the required training items are not available or Global Elite does not have a proper human resources to participate in the training.

Global Elite does not provide technical assistance for programs we are not setting up.

Equipment’s and Machineries

Global Elite, does not provide any equipment or machineries. This is solely the responsibility of

the member.

**Financing**

Members should have the initial investment of their business to ensure the sustainability of the operational activates before signing this agreement. If the member gets credit from a third party the member shall fulfill all its obligations or Global Elite, can terminate this agreement with no refund.

**Members Legal Authority**

The member has full legal authority and has obtained all permits necessary to perform its business activities, to sign the agreement and perform its obligation under this agreement so that the member does not default , contradict, or violate any laws, regulation or contracts under this membership agreement

**Extension** **of Agreement**

At the end of the five years for this agreement, A new agreement will be written for the renewal services.

 **Marketing**

This membership provides access to guidance and support in marketing; however, all members are responsible for the cost of their marketing, and Global Elite. and its affiliates are not responsible for paying the cost of marketing unless stated.

At times we may acquire a group rate for advertising in a national publication. Members are responsible for paying their part of the advertisement if they wish to join in this discount advertising. If payment is not received on time for these advertisements, Global Elite will not wait past the deadline date for any member that did not pay for participation in the advertisement on or before the deadline date.

**Conduct**

Members are to always carry themselves in a professional manner and conduct themselves in a professional manner during working hours.

**Refund**

A refund less $500 administration fee if requested within 48 hours of signing this agreement. No refund may be given beyond 48 hours after signing this agreement or after money being paid. At that point all sales are final. In addition, once training starts if this is less or more then 48 hours after signing agreement or after money has exchange hands there is no refund.

Once we receive your money, we immediately go to work and set up your group home. We will not submit the application for license until you have paid half of the payments that is due.

**Governmental Law**

We make every effort to identify the laws in your state relevant to operation of a residential group, home, residential, assisted, living or residential personal care, home but it is your responsibility to follow though and know the laws in your own state.

**Independent Business**

The member’s business is independent from Global Elite. and may be run as the member determines appropriate. An Global Elite. is not a franchise and exercises no control over the member’s location, name or business structure. We are here to help you, show you step by step how to set your business up, train you, and give you support. We cannot make you follow our step-by-step guidelines. You are the legal owner with full legal rights and control over your establishment.

 It is your responsibility to maintain complete and accurate books of account and records in your business.

Global Elite and its affiliates are not responsible for any losses or damages which may be suffered, directly or indirectly, by the member, whether or not arising from the implementation of this agreement. The performance of the operating activities and any actions taken by the member, its agents’ and contractors which are directly or indirectly related to this agreement shall be the sole responsibility of the member.

The member shall not hold Global Elite., its affiliates, agents, directors, or consultants liable for any losses, damages, costs arising out of any legal actions, suits, demand, or claims made by any party private or governmental arising out of theater performance of the operational activities.

Members are not to duplicate either in part or any documents, information or other materials provided to them in any form or manner for any purposes other than those specifically set out in this agreement. All documents, information, training, and forms are given to members only and are to be used for their business only.

We are not responsible or have no obligation to go out to your group home for anything. All of our training is done online. It is your responsibility to set up your group home according to the laws in the world states.

If you need a manager for your group home, we could help you in hiring someone or maybe someone on our team would be willing to work with you as your manager. However, their salary you would pay that and negotiate that with the manager.

**New Opportunity**

Healthcare has many opportunities for new businesses to be added or to expand your business. There is a membership fee for each new business that you sign up.

**Termination/Default**

Global Elite and its affiliates have the right to terminate this contract in the event that the membership agreements are in default:

1. If one party fails to fulfill its obligations as set out in this agreement

2. In the event that either party is declared bankrupt

3. If any representations of a party in this agreement or in other related documents

are proven to be untrue

4. If Global Elite involved in any malicious acts or make unkind remarks that cause

prejudice toward members

The parties shall not be held liable for delays or failure to fulfill their respective obligations due to matters beyond their control, including:

 1. Natural disasters, fire, earthquakes, floods, landslides

2. Outbreak of diseases

3. War, riots, mass looting sabotage bomb explosions or blockades

4. Enactment of new laws or amendments of prevailing laws which directly affect the implementation of this agreement.

**Force Majeure**

The party affected by Force Majeure shall serve a written notice to the other party if possible within fourteen calendar days from the date the force majeure occurred. In cases where there is no phone or way to contact the affected party, than the affected party will provider news paper clippings, TV, or Video for documentation.

In the case that the party affected by the force majeure, after using its best efforts, fails to fulfill its obligations under this agreement, the parties shall convene a discussion to overcome the problem and reach a mutually beneficial solution.

**Dispute Resolutions**

All disputes arising between the parties shall be settled through mutual discussions within fourteen calendar days of a party serving written notice to the other party concerning a dispute pertaining to the implementation of or differences of interpretation to this agreement.

The agreement will be set out in a binding written agreement.

In the event that a dispute cannot be settled by mutual discussion, the parties agree to resolve the dispute through arbitration under the arbitration rules of the state in which the headquarters of Global Elite is located, and the parties hereby agree to waive their respective rights to submit any claim to a district court. The arbitration process shall be conducted in the state in which the headquarters of Global Elite, are located, and its decisions shall be final and binding.

**Notices**

Any written notices shall be either delivered personally or by prepaid registered mail. All mail to any of Global Elite Academy. and its affiliates will be addressed to

9615 county line Rd B-579

Centennial, Co 80112

Any party may change its address by giving notice to the other party.

 **Definitions**

“Location” shall mean any location in the United States

“New Business Opportunity” – shall means if the members open up any additional home care agencies that are not named in this agreement.

“Support” shall mean assistance. This does not mean we will do it for you.

“access” shall mean we will give you the information, it is your responsibility to pay for any fees.

In witness whereof, the parties hereto have executed this agreement as of the day and year first above written.

**Members**

Member’s Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Print Name

and Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Global Elite Academy

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name and Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **Global Elite Academy Healthcare.**

 **International Association.**

 **Membership Application**

Company Information:

Name

Franchise Member Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Franchise Member

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Official Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tel:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Type of Healthcare Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Description of Business\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

State\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Zip\_\_\_\_\_\_\_\_

Years Business Stated\_\_\_\_\_\_\_ Tel: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

URL\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Initial Capitalization: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Present

Capitalization: \_\_\_\_\_\_\_\_\_\_\_\_

Company Asset size: \_\_\_\_\_\_\_\_\_\_

Local Business: \_\_\_\_\_\_\_\_\_\_\_\_

International Business \_\_\_\_\_\_\_\_\_

Country \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Number of branches \_\_\_\_\_\_\_\_\_\_\_ Do

you want to expand your branches in

the future?:\_\_\_\_\_\_ Where do you

intend to expand? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Has anyone ever sued you? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Do you have any case/s pending in court?\_\_\_\_\_\_\_

The Nature of the pending case/s? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Give Two Reference**

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address

City. State

Zip. Phone

Email

Relationship to you:

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address

City. State

Zip. Phone

Email

Relationship

**Document for submission**

Company profile

Copy of signed membership agreement

List of contact number

I hereby certified that all the information supplied here together with all the attached documents I certified true and correct to the best of my knowledge. I understand that any inaccurate information is grounds for disapproval, non-acceptance and/or termination of membership.

Name

Position

Signature

Date

 **OFFICE USE ONLY**

**Received by: Patricia Mitchell,**

**Date\_\_\_\_\_\_**

**Approval.\_\_\_\_ Disapproval. \_\_\_**

**Training starts\_\_\_\_\_\_\_\_\_\_**

**Membership due: $**

**Check\_\_\_\_ check number \_\_\_\_\_\_**

 **cash\_\_\_\_\_ credit card\_\_\_\_\_\_ (last four numbers)**

**Partial payments**

**Due date**

**Whole payment**