

ELITE ADVISORS CONSULTING

John Reay LLC dba Elite Advisors Consulting
Sarasota County, Florida | eliteadvisorsconsulting.com

Referral Partner Agreement

Confidential | Not for Distribution

Effective Date	_____
Company (EAC)	John Reay LLC dba Elite Advisors Consulting
Partner Name	_____
Partner Entity	_____
Partner Email	_____
Partner Phone	_____

RECITALS

Elite Advisors Consulting ("EAC") helps home service contractors doing \$250K–\$5M in annual revenue plug profit leaks and scale using systems, automation, and AI. EAC offers a structured service ladder including the 30-Day Profit Leak Stopper (\$2,500) and the Elite Operating System 12-Month Profit & Freedom Accelerator (\$10,000/year).

The Referral Partner ("Partner") has existing relationships with business owners who may benefit from EAC's services and wishes to refer those individuals to EAC under the terms of this Agreement.

Both parties agree that this relationship is one of independent referral — not employment, partnership, or joint venture.

1. DEFINITIONS

"Qualified Referral" means a prospect introduced by Partner to EAC who: (a) is a home service contractor with \$250K–\$5M in annual revenue, (b) has not previously engaged with EAC in any form, (c) was introduced via the process described in Section 3, and (d) executes a paid engagement with EAC within 180 days of the initial introduction.

"Collected Fees" means cash payments received and cleared by EAC from a Qualified Referral, net of refunds. Does not include fees invoiced but unpaid, disputed amounts, or chargebacks.

"Referral Window" means the 180-day period beginning on the date EAC confirms receipt of a Qualified Referral in writing. If a referred prospect remains in active discussions with EAC at the end of the Referral Window, EAC may extend the Referral Window at its sole discretion.

"First Logged Partner" means the Partner whose referral submission was confirmed in writing by EAC first, as evidenced by the Referral ID timestamp in EAC's system of record. Where multiple Partners claim to have introduced the same prospect, the First Logged Partner holds exclusive entitlement to the referral fee. No fee-splitting applies.

2. REFERRAL FEE

EAC will pay Partner a referral fee of 20% of Collected Fees generated from each Qualified Referral. This fee applies to the first engagement only — the initial offer purchased by the referred client. It does not carry forward to upsells, renewals, or subsequent service tiers unless EAC agrees in writing prior to the upsell. Referral fees apply only to engagements priced at \$2,500 USD or higher unless otherwise agreed in writing by EAC.

Fee payment schedule:

- Payment is triggered upon EAC's receipt and clearance of client payment.
- EAC will pay Partner within 14 calendar days of each cleared payment.
- Payment will be made via ACH, Stripe, or check — Partner's preference on file.
- EAC will provide a simple remittance statement with each payment showing the client, amount collected, and fee calculated.

No referral fee is owed for: prospects already in EAC's pipeline at the time of introduction, referrals that do not convert within the 180-day Referral Window, or referrals that result in a refund or chargeback prior to payout.

Clawback. If EAC issues a full or partial refund to a referred client after a referral fee has already been paid to Partner, Partner must return the corresponding portion of the referral fee within 14 calendar days of written notice from EAC. EAC may deduct any outstanding clawback from future referral fee payments owed to Partner before issuing those payments.

Referral fees are calculated and paid only on cleared installments actually received by EAC. If a client pays in multiple installments, referral fees will be paid proportionally as each installment clears. No referral fee is owed on payment processing fees, taxes, or reimbursable expenses. If a refund occurs after a referral fee has been paid, the applicable referral fee will be clawed back on a pro-rata basis relative to the refunded amount.

3. REFERRAL PROCESS

Both parties agree to follow this process for every referral. Skipping steps creates disputes.

- Partner identifies a prospect and obtains their verbal consent to be introduced to EAC.
- Partner emails or texts EAC with: prospect name, business name, phone, email, and a one-line context note (e.g., "HVAC contractor, \$800K revenue, struggling with tech callbacks").
- Referrals are not considered valid until EAC confirms receipt and assigns a Referral ID.
- EAC confirms receipt in writing within 1 business day, assigning the referral a Referral ID and logging the Referral Window start date.
- EAC contacts the prospect within 2 business days of confirmation.
- EAC updates Partner on outcome (connected / no-show / booked) within 5 business days of first contact attempt.

EAC reserves the right to decline any referral that does not meet ICP criteria. EAC will notify Partner within 2 business days if a referral is declined and why, so Partner can manage the relationship appropriately.

Any dispute regarding referral attribution must be submitted in writing within 7 calendar days of EAC issuing the Referral ID confirmation. After this period, referral attribution will be considered final.

4. CLIENT INCENTIVES

No client discount is provided as a default. The Partner's benefit is limited to the referral fee described in Section 2. EAC may, at its sole discretion, offer promotional incentives to referred clients, but such incentives do not alter the Partner's referral fee unless confirmed in writing by EAC.

EAC may modify its client incentive offering with 30 days written notice to Partner. Changes do not affect referrals already logged with a Referral ID prior to the change.

5. PARTNER CONDUCT

Partner agrees to:

- Represent EAC's services accurately and only using language from materials EAC has provided or approved in writing. Partner must request approval before using any new marketing language, testimonials, or claims about EAC.
- Make no income claims, profit projections, ROI guarantees, or outcome promises of any kind – written or verbal. Statements like "John will double your profits" or "you'll see results in 30 days" are expressly prohibited.
- Make no guarantees not explicitly stated in EAC's current written service materials.
- Obtain prospect consent before sharing their contact information with EAC.
- Disclose their referral relationship with EAC to prospects when asked directly.

Partner may not represent themselves as an employee, agent, or co-owner of EAC. Partner operates as an independent contractor. EAC does not control Partner's business activities, schedule, or client relationships outside this Agreement.

EAC reserves the right to terminate this Agreement immediately if Partner makes unauthorized income claims, outcome guarantees, or statements that misrepresent EAC's services. Partner acknowledges that such statements expose EAC to legal liability and constitute material breach.

Partner is responsible for any costs or expenses incurred in generating referrals unless otherwise agreed to in writing by EAC.

EAC retains sole discretion regarding whether to pursue, negotiate, or close any referred opportunity. Submission of a referral does not obligate EAC to enter into a business relationship with the referred prospect.

This Agreement is non-exclusive. EAC may work with other referral partners and may market directly to prospects introduced by Partner or otherwise operating within the same market.

6. NON-SOLICITATION AND NON-POACHING

Partner acknowledges that EAC has legitimate business interests including, but not limited to, customer relationships, goodwill, confidential business information, and proprietary service methodologies.

Partner agrees that for the duration of this Agreement and for 24 months after termination, Partner will not, directly or indirectly:

- Solicit any EAC client for services that are materially similar to or competitive with EAC's offerings, including but not limited to business consulting, systems implementation, process improvement, automation, AI integration, or operational coaching.
- Market, advertise, or sell materially similar services to EAC clients – whether through direct outreach, email campaigns, social media, or any other channel.
- Solicit, recruit, or hire any employee, contractor, or vendor of EAC or of any EAC client introduced through this Agreement.
- Enter into any consulting, coaching, or advisory arrangement with an EAC client for materially similar services during that client's active engagement with EAC and for 12 months after that engagement ends.

If Partner has an existing relationship with someone who later becomes an EAC client, Partner must notify EAC in writing and the parties will agree on appropriate boundaries before any continued engagement.

Partner acknowledges that violation of this section would cause irreparable harm to EAC and that EAC is entitled to seek injunctive relief in addition to any other remedies available at law.

Nothing in this section restricts Partner from marketing or selling non-competing services to EAC clients in the ordinary course of Partner's business.

For purposes of this Agreement, "materially similar services" means business consulting, operational systems implementation, automation strategy, AI implementation, or operational advisory services offered to contractors, home service businesses, or similar small-to-mid-size service companies.

7. NON-CIRCUMVENTION

Partner agrees not to circumvent EAC's client relationships for direct commercial gain. Specifically, Partner will not:

- Contact any EAC client introduced through this Agreement to conduct direct business outside of this Agreement without EAC's prior written consent.
- Use EAC's proprietary methods, frameworks, tools, or materials — whether shared during the partnership or observed through delivery — to provide services directly to EAC clients or prospects.
- Introduce EAC clients or prospects to third-party service providers in exchange for compensation, without disclosing that arrangement to EAC in writing.

This section survives termination of this Agreement indefinitely with respect to any client relationship that originated through EAC's engagement.

In the event of violation of this section, EAC may seek injunctive relief and recovery of any profits derived from such circumvention in addition to other legal remedies.

Nothing in this section restricts Partner from continuing to service clients not introduced by EAC, provided that Partner does not use EAC confidential information or solicit any client originally introduced by EAC.

8. INDEPENDENT CONTRACTOR AND TAX STATUS

Partner is an independent contractor. Nothing in this Agreement creates an employment relationship, partnership, joint venture, or agency between Partner and EAC.

- Partner is solely responsible for all federal, state, and local taxes on referral fees received under this Agreement, including self-employment taxes.
- EAC will issue a Form 1099-NEC to Partner for any calendar year in which total referral fees paid equal or exceed the IRS reporting threshold in effect at that time.
- EAC will not withhold income taxes, Social Security, Medicare, or any other payroll taxes from referral fee payments.
- Partner agrees to provide EAC with a completed IRS Form W-9 (or equivalent) before any referral fees are paid. EAC may withhold payment until a valid W-9 is on file.
- Partner is not entitled to employee benefits of any kind, including health insurance, retirement plans, paid leave, or workers' compensation.

9. CONFIDENTIALITY

Both parties agree to keep the following confidential: the specific terms of this Agreement, client names and contact information, EAC's pricing and proprietary methods, and any business information shared in the course of this relationship.

This obligation survives termination of this Agreement for a period of 2 years. Standard exceptions apply: information that becomes publicly known through no fault of either party, or disclosure required by law.

Upon termination of this Agreement, Partner agrees to delete or destroy all confidential information belonging to EAC upon written request, except where retention is required for tax, accounting, or legal compliance purposes.

10. TERM AND TERMINATION

This Agreement begins on the Effective Date and continues month-to-month until terminated.

- Either party may terminate this Agreement with 30 days written notice, for any reason.
- EAC may terminate immediately, with written notice, if Partner misrepresents EAC's services, breaches confidentiality, or acts in a way that damages EAC's reputation or client relationships.
- Referrals logged with a Referral ID before the termination notice date remain eligible for referral fees if they convert within their original Referral Window.
- No new referral fees accrue after the termination date.

11. DISPUTE RESOLUTION

Both parties will attempt to resolve any dispute informally within 10 business days of written notice of the issue. If not resolved, disputes will be submitted to binding arbitration under the rules of the American Arbitration Association, with proceedings in Sarasota County, Florida.

Notwithstanding the foregoing, either party may seek temporary or preliminary injunctive relief in a court of competent jurisdiction in Sarasota County, Florida, solely for the purpose of protecting confidential information or enforcing Sections 6 through 9 pending final arbitration.

Florida law governs this Agreement. The prevailing party in any arbitration is entitled to recover reasonable legal fees and costs.

12. GENERAL TERMS

- This Agreement is the complete understanding between the parties. It supersedes any prior verbal or written discussions about referral terms.
- Amendments must be in writing and signed by both parties.
- If any provision is found unenforceable, the remaining provisions stay in effect.
- Neither party may assign this Agreement without the other's written consent.
- Notices under this Agreement should be sent via email with read receipt or via certified mail.
- Section headings are for convenience only and do not affect interpretation of this Agreement.

SIGNATURES

By signing below, both parties agree to all terms of this Agreement.

Elite Advisors Consulting

Referral Partner

Name: John Reay
Title: Owner, John Reay LLC dba Elite Advisors Consulting
Date: _____

Name: _____
Title: _____
Date: _____

EXHIBIT A — EAC Service Summary

For reference when describing EAC services to prospects. Referral commissions apply only to qualifying engagements as defined in Section 2 of this Agreement.

Service	Price	Who It's For
30-Day Margin Multiplier <i>(Self-Guided)</i>	\$249 <i>\$497 w/ session</i>	Contractors who want a self-guided profit fix. Optional 90-min implementation session upgrade available. Entry point to the offer ladder.
30-Day Profit Leak Stopper	\$2,500	Contractors doing \$250K–\$5M who are leaking margin and want a guided 30-day fix. Primary referral target. Commission-eligible.
Elite Operating System <i>(12-Month Accelerator)</i>	\$10,000/yr <i>Pay-in-full only</i>	Operators ready to fully systematize and scale without chaos. Full 12-month engagement. Commission-eligible.

ICP: Home service contractors (HVAC, plumbing, electrical, roofing, landscaping) | \$250K–\$5M | US and Canada.

Note: Referral commissions apply only to engagements priced at \$2,500 USD or higher per Section 2. The Margin Multiplier is not commission-eligible unless otherwise agreed in writing by EAC.

EXHIBIT B — Approved Referral Messaging

Partner must use only approved language when describing EAC to prospects. Any deviation requires written approval from EAC before use.

Approved Positioning Examples

- "Elite Advisors Consulting helps contractors plug profit leaks and install systems, automation, and AI so the business runs efficiently."
- "They specialize in helping owners between \$750K and \$5M in revenue scale without adding unnecessary overhead."

Prohibited Statements

- Guaranteeing revenue outcomes — e.g., "they'll double your profit" or "you'll see results in 30 days."
- Claiming EAC services are "done-for-you" — EAC's model is collaborative, not fully managed.
- Making pricing commitments on behalf of EAC — never quote fees, discounts, or payment terms without written authorization.
- Implying EAC has a formal partnership, endorsement, or affiliation with any third party unless confirmed in writing by EAC.

Use of prohibited statements constitutes material breach of Section 5 of this Agreement and may result in immediate termination.

EXHIBIT C — Fix It or It's Free™ Guarantee

EAC stands behind its work. The Fix It or It's Free™ Guarantee is the foundation of EAC's client commitment and a key part of how Partners should understand and represent the value of an EAC engagement.

What the Guarantee Covers

If EAC and the client complete the agreed engagement scope and the client does not see measurable improvement in the specific profit leaks or operational problems identified at the start of the engagement, EAC will continue working at no additional charge until the agreed outcome is achieved or both parties agree in writing to conclude the engagement.

The guarantee applies to the 30-Day Profit Leak Stopper and the Elite Operating System 12-Month Profit & Freedom Accelerator. It does not apply to the Margin Multiplier self-guided product.

Conditions

- The client must complete all assigned action items, implementation steps, and deliverables within the agreed timeframe.
- The client must participate in scheduled check-ins, calls, and reviews as outlined in the service agreement.
- The client must provide accurate financial and operational information required to identify and fix profit leaks.
- The guarantee is activated only if the client notifies EAC in writing within 7 days of the engagement conclusion that the agreed outcomes were not met.

What the Guarantee Does Not Cover

- Outcomes dependent on market conditions, economic factors, or circumstances outside EAC's scope of work.
- Engagements where the client did not implement EAC's recommendations.
- Refunds of fees already paid. The guarantee is a commitment to continued work, not a cash refund.
- Any third-party costs, tools, software, or services recommended but not provided by EAC.

How Partners Should Reference the Guarantee

Partners may reference the Fix It or It's Free™ Guarantee when introducing prospects to EAC. Approved language:

- “They back their work with a Fix It or It's Free guarantee — if you do the work and don't see results, they keep working at no additional charge until you do.”

Partners must not represent the guarantee as a cash refund, unconditional money-back offer, or performance guarantee tied to specific revenue figures. Any misrepresentation of the guarantee constitutes a prohibited statement under Exhibit B and Section 5 of this Agreement.