



Makeover Renovations Contractor Agreement to Provide Services & Referral Fee Agreement

Agreement to Provide Services

The following agreement takes place on _____(month), _____(day), _____(year) between Makeover Renovations LLC and _____ (hereinafter referred to as Service Provider.) Makeover Renovations and Service Provider are individually referred to as a “Party” and collectively referred to as the “Parties”.

Makeover Renovations agrees to provide renovation, repair, and new construction opportunities to Service Providers in exchange for a referral fee. Service Providers will be assigned contact information and the opportunity to approach and provide an estimate of cost for the renovation, repair, or new construction to the homeowner, investor, third party, etc... (hereinafter referred to as Client.)

I. Fee Schedule

A fee of **7%** of the renovation, repair, or new construction total cost will be paid to Makeover Renovations LLC based on the pay schedule (see below) of an agreed upon estimate between the Service Provider and Makeover Renovations provided Client. This does not include any change order additions made by the Client/Service Provider agreement after the initial estimate for all renovation, repairs, or new construction costs.

Fee percentage determination:

Project / Renovation Costs x 7% Referral Fee

For Example:

\$50,000 job = \$3,500

\$75,000 job = \$5,250

\$100,000 job = \$7,000

The project referral fee will be determined as stated above unless agreed upon by each party BEFORE the beginning of the project.

This 7% fee shall be paid using the fee schedule seen below by electronic invoice, cashiers check, or other way Makeover Renovations LLC may see fit. The required payment of this fee will be activated by the acceptance of the Service Provider's Estimate of renovation, repairs, or new construction by the Client. This fee will then be paid upon one of the following types of renovation jobs.

1. FHA 203k Limited Project

- a. 50% of the Referral Fee to be paid upon the loan closing and the contractor receiving their 50% downpayment.
- b. 50% of the Referral Fee to be paid upon completion of the project and contractor receiving remaining balance.

2. FHA 203k Standard, Conventional Homestyle, VA Reno, or USDA Reno Projects, and New Construction Projects

- a. 20% of the Referral Fee paid at the Contractor's request of Draw #1 (this includes material or initial closing draws)
- b. 40% of the Referral Fee paid at the Contractor's request of Draw #2
- c. 40% of the Referral Fee paid at the Contractor's request of Draw #3

3. Cash Renovation Projects and Insurance Claim Projects

- a. 50% of the Referral Fee to be paid upon the client accepting terms and paying the contractor's down payment to begin the project.
- b. 50% of the Referral Fee to be paid upon completion of the project and contractor receiving the remaining balance.

Payment made to Makeover Renovations LLC is expected to be delivered within 10 days of one of the above triggers. Failure to deliver the agreed upon fee within the 10 days will result in a late fee of an additional 5% of the total invoice for each week it is received after the allotted 10 day mark.

II. Services

Service Provider warrants and represents that it has all appropriate licenses to perform the services contemplated under this Agreement and that Service Provider is in compliance with all applicable local, state, and federal laws, ordinances and regulations that may relate to the performance of its services under this Agreement. Furthermore, the Service Provider agrees to obtain all necessary work permits as required by law. Service Provider's licensing must be documented under the appropriate "doing business as" (DBA) name unless otherwise allowed by a state licensing entity.

The Service Provider guarantees that all clients will be contacted within 24 hours of receiving an assignment from Makeover Renovations. The Service Provider guarantees a meeting, walkthrough, and detailed bid delivered to the client within 1 week of receiving an

assignment or that assignment may be forfeited and given to another Service Provider within Makeover Renovations Network.

Service Provider will not invoice Client for any fees including but not limited to travel fee, bid fee, estimate fee, trip charges, or other similar fees unless the Client has already approved of those charges.

Service Provider agrees to honor all submitted and Client approved work orders in compliance with the detailed scope of work provided to the Client.

Service Provider guarantees the quality of each and every sub contractor that is used and is responsible for vetting and verifying permitting and licensing independent of Makeover Renovations. Makeover Renovations will not be held responsible for any subcontractor performance or lack of performance.

Makeover Renovations will not be held liable for any and/or all repair, renovation, or new construction work provided by the Service Provider. The Service Provider takes sole responsibility for generating an accurate estimate and completing the work as agreed upon by the Client and the Service Provider.

III. Insurance Requirements

1. Limits: Service Provider shall maintain not less than \$1,000,000 in Comprehensive General Liability insurance; and not less than \$1,000,000 in Excess Liability insurance and \$1,000,000 auto liability; or alternatively \$2,000,000 comprehensive general liability; and \$1,000,000 auto liability.

Water Mitigation Service Providers (and other Service Providers as designated) must obtain \$1,000,000 in Contractors' Pollution Liability in addition to or in lieu of Excess Liability Insurance.

Limits of liability shall be written on a per occurrence basis and are not to be aggregated.

IV. Limitation of Liability

IT IS AGREED THAT Makeover Renovations , AND ITS AFFILIATED COMPANIES' LIABILITY AND THE SERVICE PROVIDER'S SOLE REMEDY THAT MAY BE HAD AGAINST Makeover Renovations AND ITS AFFILIATED COMPANIES WHETHER IN CONTRACT, TORT, (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF FEES PAID TO Makeover Renovations UNDER THIS AGREEMENT. UNDER NO CIRCUMSTANCES SHALL Makeover Renovations OR ITS AFFILIATED COMPANIES BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT

LIMITED TO LOST PROFITS OR REVENUE EVEN IF Makeover Renovations HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BOTH PARTIES AGREE THAT THE FEES PAID TO Makeover Renovations UNDER THIS AGREEMENT ARE ADEQUATE CONSIDERATION FOR LIMITING Makeover Renovations AND ITS AFFILIATED COMPANIES' LIABILITY HEREIN.

V. Signatures

In witness whereof, the parties hereto have executed this agreement the date first written above and agree to all the terms and conditions outlined in the above pages.

Service Provider:

Owner's Signature (full legal name)

Printed Name

Title (its authorized officer)

Date

Company Name

Address

City, State, Zip

Makeover Renovations:



Signature

Clayton Miller

Printed Name

Partner

Title (its authorized officer)

Date