



REFERRAL AGREEMENT

This Referral Agreement (the "Agreement") is made and entered into as of this ____ day of _____, 20____, by and between:

Buchanan Construction ("Company"),
with its principal place of business at 1642 Hendersonville Rd; Asheville, NC 28803,
and
Referring Party _____,
with a mailing address of _____.

BACKGROUND

The Company is engaged in the business of construction services. The Referrer wishes to refer potential clients to the Company in exchange for a referral fee, and the Company wishes to pay such fees under the terms and conditions set forth herein.

1. REFERRAL REGISTRATION

To be eligible for a Referral Fee, the Referrer must register the referral with the Company prior to or at the time of the introduction to the project owner. Registration must be completed via the Company's website at the following URL:
<https://buchananconstruction.com/refernow/>

2. ELIGIBLE PROJECTS

A project shall be considered an "Eligible Project" under this Agreement if it meets all of the following criteria:

- It is a new project for which the Company has not been previously engaged with the project owner.
- The minimum project value, as defined in the initial construction contract, is at least \$250,000.
- The referral for the project was properly registered with the Company in accordance with Section 1.

3. REFERRAL FEES

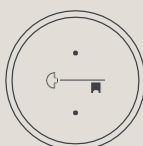
In consideration for a successful referral that results in a signed construction contract for an Eligible Project, the Company agrees to pay the Referrer a fee (the "Referral Fee") calculated as a percentage of the total initial contract value, subject to the following terms:

- Residential New Construction:** 1.5% of the initial contract value.
- Residential Renovation or Addition:** 1.5% of the initial contract value.
- Commercial Projects:** 1.0% of the initial contract value.
- Fee Cap:** The Referral Fee for any single project shall not exceed a maximum of \$50,000.
- Exclusions:** Any additions, change orders, or increases to the project value after the initial construction contract has been executed shall not be included in the calculation of the Referral Fee.

4. PAYMENT TERMS

The Referral Fee for an Eligible Project shall be paid to the Referrer in two equal installments, in accordance with the following schedule:

- First Installment:** The first installment shall be paid within forty-five (45) days after both of the following conditions have been met:
 - The construction contract between the project owner and the Company has been fully executed.
 - The Company has received the initial construction deposit from the project owner.
- Second Installment:** The second installment shall be paid within forty-five (45) days after the Company's receipt of



the project's Certificate of Occupancy.

5. REAL ESTATE AGENT PROVISIONS

In the event the Referrer is a licensed real estate agent, the following additional terms shall apply:

- a. **Payment to Brokerage:** The Company may, at its sole discretion, issue the Referral Fee payment directly to the Referrer's brokerage firm. The Referrer is solely responsible for any fees or payments due to their brokerage firm in accordance with any separate agreement between those parties.
- b. **Disclosure Requirement:** The Referrer or their brokerage firm shall disclose to the project owner that they will be receiving compensation for the referral. This disclosure must be made in writing prior to the project owner entering into a construction contract with the Company. The Referrer shall provide a copy of this disclosure to the Company upon request.
- c. **Liability:** The Company shall not be liable for any claims, damages, or disputes arising from the Referrer or their brokerage firm failing to fully or properly disclose this information to the project owner.
- d. **Compliance:** The Referrer, as a licensed real estate agent, is solely responsible for complying with any and all legal obligations and regulations as required by law, including, but not limited to, those related to licensed agents and referral fees.

6. INDEPENDENT CONTRACTOR RELATIONSHIP

The relationship between the Company and the Referrer shall be that of an independent contractor. Nothing contained in this Agreement shall be construed to create an employer-employee, partnership, joint venture, or agency relationship. The Referrer is not authorized to make any representations or enter into any commitments on behalf of the Company.

7. GENERAL PROVISIONS

- a. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.
- b. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous communications, agreements, and understandings, whether written or oral.
- c. **Modification:** No modification of this Agreement shall be valid unless in writing and signed by both parties.
- d. **Assignment:** This Agreement may not be assigned by either party without the prior written consent of the other.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

BUCHANAN CONSTRUCTION

Signature: _____

Printed Name: _____

Title: _____

REFERRING PARTY

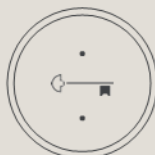
Signature: _____

Printed Name: _____

Title: _____

1642 HENDERSONVILLE ROAD.

ASHEVILLE, NORTH CAROLINA 28803



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