



Consulting Agreement

This Consulting Agreement (hereinafter referred to as "Agreement") is entered into _____ (date), by and between _____, the person(s) who signs this Agreement (hereinafter referred to as "Client"), whose current address is _____, and Equity Builders, LLC, d/b/a BuildMax (hereinafter referred to as "BuildMax") whose current address is 510 River Ridge Plaza, Brandenburg, KY 40108.

1. AGREEMENT TO TERMS: In this Agreement, Client agrees to pay BuildMax the Consulting Fee described in Section 3 of this Agreement for the consulting services described in Section 2 of this Agreement.

2. CONSULTING SERVICES: BuildMax agrees to provide consulting services to Client by phone/e-mail and receive payment for those services. BuildMax's fee is based upon the amount of money borrowed and does not vary based on how much or how little Client seeks advice. BuildMax's services consist solely of advice, guidance and consultation by phone/e-mail regarding questions about the building and construction financing of their home. This may include helping Client with questions relating to: assistance with owner-builder financing, assistance with a Cost-to-Build Statement, land acquisition, blueprints and home selection, the subcontractor bid phase, preparation of the lender's financial package, or other necessary assistance to guide Client to construction loan closing. The BuildMax Construction Support Team will assist client through periodic phone calls/emails during construction phase to include but not limited to: advice with scheduling subcontractors, staying on budget and consulting on material packages.

3. AGREEMENT TO PAY: The Consulting Fee agreed upon is 2.75% of the construction loan amount or a minimum of \$6,950.00, whichever is greater. Payment of the Consulting Fee is due in full at the time of Client's construction loan closing. Payment will be made from Client's construction loan in accordance with the Line Item (Cost-to-Build) Budget. By executing this Consulting Agreement, Client authorizes BuildMax to make an on-line draw to pay the Consulting Fee on or after the construction loan closing date. **In any case, BuildMax shall never receive money from Client's construction loan other than the BuildMax consulting fee listed above.**

4. BINDING AGREEMENT: This Agreement is binding on the date Client executes it, subject to Client success in obtaining a construction loan from one of BuildMax's suggested lenders. **If, in good faith, Client is unable to obtain a construction loan from one of BuildMax's suggested lenders or Client chooses not to use one of the lending institutions to which BuildMax submitted Client's credit application, this Agreement will be null and void and Client will no longer be obligated to pay the BuildMax Consulting Fee and BuildMax will no longer be obligated to offer Client any services.** BuildMax reserves the right to cancel this Agreement at their sole discretion. If Client does not close on a construction loan within one year after signing this Agreement, said Agreement will be null and void.

5. RELIANCE ON AGREEMENT: Client hereby agrees that he/she/they is/are not relying on and will not rely on any promises or other representations not made in this Agreement. This Agreement may be modified only by a writing signed by the party against whom enforcement is sought. In the event of negligence or breach of contract by BuildMax, Client agrees to accept the lesser of their actual damages or a partial refund of the Consulting Fee paid to BuildMax as the sole and complete remedy. Client agrees that this Agreement is to be deemed to be entered into and performed exclusively in Meade County, Kentucky, whose state courts shall have sole jurisdiction over any dispute that may arise between the parties. If any provision of this Agreement is held to be unenforceable, the remaining provisions shall nevertheless remain in force and effect.

6. HIRING SUBCONTRACTORS: Although Client may ask BuildMax to assist in locating individuals or companies to assist with the construction of their home, Client understands that it is his/her/their responsibility to interview and check the credentials of anyone hired to do work associated with the project. Therefore, under no circumstance will Client claim that BuildMax or their lenders have endorsed any entity or person. In the event any person hired performs in an unsatisfactory manner, neither BuildMax nor its representative(s) shall have any liability whatsoever. In other words, Client acknowledges that he/she/they will be solely responsible for who is hired and how they perform. Client agrees to act as the General Contractor and Project Manager of their homebuilding project and oversee/manage all aspects of the project.

BY: _____
Client Signature

BY: _____
Client Signature

Date: _____

Date: _____

An authorized agent of BuildMax acknowledges that he/she/they have read, understand and agree with the terms of the preceding Sections as evidenced by their signature below.

BY: _____
Authorized BuildMax Agent