



# **GREEN BUILDING GROUP**

**GREEN & SUSTAINABLE CONSTRUCTION CO.**

Green Logic.

Real Estate Brokers, Builder, and Developer  
Virginia, Maryland, DC

## **Builder Referral Agreement**

## BUILDER-AGENT REFERRAL AGREEMENT

This Builder-Agent Agreement ("Agreement") is made and entered into effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_, an active licensee / real estate agent "salesperson" in the Commonwealth of Virginia referred to as ("Referral Agent") and **Green Logic, Inc.**, a Corporation formed under the laws of Virginia, referred to as ("Green Logic" or "Builder"). In consideration of the mutual promises, premises and the covenants and representations contained herein, the Parties agree as follows:

### RECITAL

Whereas, Green Logic. is a corporation existing under the law of Commonwealth of Virginia and a licensed real estate brokerage firm, and a Class "A" General Contractor licensed in Commonwealth of Virginia.

Whereas, Referral-Agent is a licensed real estate salesperson with \_\_\_\_\_ "Brokerage" in State(s) of \_\_\_\_\_ Virginia\_\_\_\_\_.

Therefore in consideration whereof, subject to the terms and conditions of this Agreement, the parties agree as follows:

### 1- INDEPENDENT CONTRACTOR

The above mention Agent relationship to "Green Logic" company hereunder shall be that of an "Independent Contractor".

"Referral Agent" agrees to hold "Green Logic" free and harmless from any and all workers compensation, misrepresentations, disability benefits, state, federal or other withholding taxes, unemployment insurance, social security and any other taxes or benefits for the "Agent."

### 2- TERM & CONDITION

The term of this Agreement shall be for a temporary period of 1 (one) year, effective from the date first above written. Thereafter, this Agreement shall continue on a month-to-month basis until terminated by either party with not less than 10 (ten) days prior written notice to the other party.

### 3- AGENT SERVICES

From time to time, Builder, in its sole discretion, may engage the Referral Agent, to provide certain real estate services including Buyer-Leads, Seller Leads, Lead Sharing, Open Houses, Joint Marketing, Off-market (non-MLS) Land and Tear-Down properties acquisitions, referrals, and other traditional Realtor services as defined in the NAR code of ethics incorporated, herein by reference; and

**Open House Leads.** From time to time, Builder may ask the Referral Agent to hold Open Houses on behalf of Builder at one of its fully furnished model home. Agent duties shall include, but not limited to, promotion of Builder services, advertising and marketing Open Houses, setting up and organize the Open Houses, to meet and greet prospective clients (“Leads”) at the Open Houses, and collecting Leads Open House Sign-in sheets, attached hereto.

Referral Agent agrees and understands that any unrepresented *leads generated at the Open House are exclusive property of the Builder*. Builder may, at its sole discretion, refer to the Referral Agent certain leads that it deems is in the best interest of the Builder. For each referral, Referral Agent shall fill out the NAR Referral Form, copy attached hereto, and to promptly provide such copy to the Builder for record keeping.

**Yard Sign.** From time to time, Builder may allow Referral Agent to install and to post its Real Estate For-Sale yard sign alongside of the Builder sign in the front yard. Such signage must not block or hinder street view of the Builder sign.

**Internet and Social Media.** From time to time, Builder may allow Referral Agent to take still photos, videos, and 3D tours of the Builder property and to post such marketing material on the Referral-Agent website, online, in-print, and in social media posts provided that the Referral-Agent clearly identifies the Builder name, logo, phone # in the Agent online postings as well as in-print material.

**No MLS posting.** Agent shall not list and post any Builder properties in the Multiple Listing Services without Builder consent and a properly executed Listing Agreement.

### 4- COMMISSIONS, FEES, AND PAYMENT

During the term hereof and subject to the terms and conditions of this Agreement, “Green Logic” agrees to pay to “Agent” as follows:

**Finder Fee.** Builder shall pay Referral-Agent a Flat Fee commissions for finding/sourcing land and/or tear down properties that are off-market (non-MLS). For each such property, Referral-Agent shall source the property, pre-negotiate price and terms with the property owner(s), present Builder prepared Contract per instructions provided by the Builder. Referral Agent shall not represent Builder as its Buyer's agent. The commission levels shall be as follows:

- Level.1: For 1<sup>st</sup> property = Three percent (3%) of the sale price
- Level.2: For 2<sup>nd</sup> – 3<sup>rd</sup> property = Three-half percent (3.5%) of the sale price
- Level.3: For 4 or more properties = Four percent (4%) of the sale price

The above schedule shall reset every 12 months.

**Build On Your Lot Program.** In addition, Builder shall pay Referral Agent flat fees / commissions for finding/sourcing a Buyer who hires and retains Builder for custom home construction services. Such commissions shall be paid on the base construction price of the new build and upon receipts of the draws from the end-user Buyer. The Agent shall act as a representative and a liaison exclusively for the Builder during the entire sale cycle up until final settlement of account. The commission levels shall be as follows,

- Level.1: For 1<sup>st</sup> property = three percent (3%) of the base construction contract price
- Level.2: For 2<sup>nd</sup> – 3<sup>rd</sup> property = three-half percent (3.5%) of the construction contract price
- Level.3: For 4 or more properties = four percent (4.0%) of the construction contract price

In the event, Referral-Agent receives a commission/fee or payment from the Owner/Seller in land acquisition deals, or Buyer/Purchaser in Build-On-Your-Lot program, outside of this Agreement, that commission shall be deducted from the amount due to Referral-Agent as listed above. No double dipping allowed. Limited Dual Agency is allowed with Builder consent.

The above payment schedule shall reset annually at the anniversary date of the first deal signed by and between the Agent and Builder during the first term and successive terms thereafter.

## **5- RULES & RESPONSIBILITIES**

"Referral Agent" shall not be deemed to be employees or joint employees of "Green Logic".

"Referral Agent" shall be responsible for payment of all taxes due as a result of payments made to "Agent" by "Green Logic".

"Referral Agent" hereby agrees not to sub-contract to any other persons/Agents in any various forms without written to Green Logic for an approval, otherwise Green Logic" reserves the right to revoke the rights of "Agent" and terminate the Agreement immediately.

"Referral Agent" agrees to comply with all of Green Logic, and all of Federal, local government laws, rules, policies at all times, and "Agent" shall be responsible to provide accurate and true all information about the solar system to the customer(s).

If the Referral-Agent violate to any of those responsibilities, rules, policies above, he/she must be responsible to pay for all damages occurred to Green Logic Inc, and all violation charges by law and/or Federal, Local government at Agent's expenses. Also, "Green Logic" company reserves the right to revoke the rights of "Agent" and terminate the Agreement immediately.

"Referral-Agent" hereby agrees that Green Logic" reserves the right to inspect their work(s), and all job records at any times and in the event that "Green Logic" has reason to believes that "Agent" has acted recklessly, "Green Logic" reserves the right to revoke the rights of "Agent" and terminate the Agreement immediately.

"Referral-Agent" understands and agrees that "Green Logic" may, at its sole discretion, withhold payments due to "Agent" under the provisions if it becomes apparent that he or she has acted recklessly in "Agent" functions.

"Referral-Agent" shall also be responsible for all losses incurred by "Green Logic" and Green Logic's customer(s) due to Agent's violations. Also "Green Logic" may deduct all losses amount from any deposits, commissions, compensations due to "Agent", or at its sole discretion, invoice the "Agent".

## **6- CONFIDENTIAL INFORMATION**

Referral Agent shall act as an Independent Contractor and hereby acknowledges and agrees that all information disclosed to Independent Contractor/Agent by "Green Logic" or by others associated with "Green Logic" including, but not limited to, sub-Agents, vendors or suppliers, whether written or oral, relating to "Green Logic" 's business activities, including all customer names or lists and all methods, operations, plans, information about existing, new or envisioned products or services and the development thereof, scientific, engineering or technical information relating

to the interface with Companies and Providers, marketing or product promotional material, including brochures, product literature, rate sheets, and reports generated to customers unpublished lists of names, any and all information relating to order processing, pricing, costs and quotations, and any and all information relating to the relationship between "Green Logic" and Independent Contractor/Agent, including the terms and conditions of this Agreement, is Confidential Information, and is proprietary information of "Green Logic" and any disclosure or unauthorized use by Agent, their employees, agents, or Independent Contractors/Agents, shall cause immediate, substantial and irreparable harm to "Green Logic".

During the term of this Agreement and for a period of five years after termination of this Agreement, Agent agrees not to reveal, divulge, make known, sell, exchange, lease or in any other way transfer any Confidential Information, Customer Information or any terms of this Agreement to any third party or to utilize such Confidential Information, Customers Information or terms of this Agreement in competition with "Green Logic" or any of its other subsidiaries, agents, or its assignees. Agent agrees that "Green Logic" shall be entitled to equitable relief, injunctive relief and restraint in addition to any other legal remedies it may have as recourse for the breach by Independent Contractor/Agent of this confidentiality provision.

Referral Agent further agrees that during the term of this Agreement and for a period of one year following termination of this Agreement, it will not, directly or indirectly, either alone or with others, solicit, initiate the submission of proposals from, or encourage, entertain or enter into any arrangement, agreement or understanding with, or engage in any discussions with, or furnish any information to, or otherwise promote to any customer/investor of "Green Logic", the services of any competitor which are in competition with the "Green Logic" construction and brokerage services. Agent agrees that monetary damages for breach of its obligations under this provision may not be adequate and that "Green Logic" shall be entitled to injunctive relief in addition to any other legal remedies to which it may be entitled.

## **7- TERMINATION**

"Green Logic" may terminate this Agreement effective immediately in the event of Default or breach of any part of this Agreement by Independent Contractor/Agent, as defined herein or in the event of:

- A breach by Agent of any covenant, term, or condition of this Agreement.
- The death or incapacity of Agent, if Independent Contractor is a natural person

- Agent engages in any fraudulent activity relating thereto; or
- The actual or attempted assignment by Agent of this Agreement or any of Independent Contractor's duties under this Agreement to another party.
- State and/or Federal law forbid, place restrictions on, or limit "Green Logic" 's ability to provide the Services described herein; or
  - The liquidation, sale or merger of "Green Logic"; or etc.

**8- ENTIRE AGREEMENT**

This Agreement, with attachments, represents the entire Agreement between "Independent Contractor/Agent" and "Green Logic" with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, written or oral, concerning the subject matter herein and may not be changed or modified except by written amendment signed by "Agent" and "Green Logic".

Any and all claims, controversies, breaches or disputes (each a "Dispute") by or between the Parties arising out of business dealing by and between the Agent, Broker, Owners and Builder or any transaction related hereto, whether such Dispute is based on contract, tort, statute or equity, any other matter arising out of or related to the interpretation of any term or provision of this Agreement, or any defense going to the formation or validity of this Agreement, or any provision of this offer or the Agreement, including, without limitation, allegations of unconscionability, fraud in the inducement, or fraud in the execution, whether such Dispute arises before or after shall be arbitrated pursuant to the Federal Arbitration Act (9 U.S.C. §1, et seq.) and subject to the rule and procedures set forth by the American Arbitration Association.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written above.

**AGENT:**

**Green Logic, Inc**

\_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Print name

\_\_\_\_NED MALIK, Broker\_\_\_\_

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

1356 Beverly Rd, #225, McLean, VA 22101\_