

Black Man's Think Tank, Inc

Construction Referral Services Agreement

Agreement made on the _____ (*date*), between **Black Man's Think Tank, Inc, dba, the Nubian Builders Association** a corporation organized and existing under the laws of the state of Ohio, with its principal office located at 825 Sunset Dr., Englewood, Ohio 45322, referred to herein as **Consultant**, and _____, a corporation organized and existing under the laws of the state of _____, with its principal office located at

and _____ (Name of Individual) of _____ (address), referred to herein as **Company**.

Whereas, Consultant has offered to provide a referral service to the Company. A "Referral Service" shall hereinafter mean "any introduction, meeting arrangement or referral provided by the Consultant which leads to or enables the Company to obtain employment or be hired as a contractor or sub-contractor, or leads to the hiring of a sub-contractor or contractor for any and all construction projects or home improvement work, whether commercial or residential or whether directly or indirectly"; and

Whereas, the Company desires to have Consultant provide a Referral Service to the Company;

Now, therefore, for and in consideration of the mutual covenants contained in this agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Referral Service:** Consultant will provide the following Referral Service:
 - A. Consultant will use best efforts to create an opportunity for the Company to gain employment or find a qualified contractor or sub-contractor through the Consultant's Referral Service.
 - B. Consultant does not and cannot guarantee employment through Consultant's Referral Service nor does the Consultant guarantee the quality of work or timeliness of any work of any contractor or sub-contractor hired as a result of the Referral Service.
 - C. Consultant will not provide Company with any back office support, administrative support, estimate, job funding in connection with any contractor or sub-contractor hired or for any job or employment gained as a result of the Referral Service.

Any and all contractors wishing to gain employment through the Referral Service must be prequalified by completing the Consultant's assessment and be a small business member of the Nubian Builders Association. The small business membership fee is \$150 per year. The assessment fee is waived for members. **The fee must be paid in full by the Contractor prior to the commencement of Referral Service. The assessment consists of the following:**

1. Business registration check, if applicable
2. License check, if applicable.
3. Liability and workers compensation insurance checks.
4. Better Business Bureau check.
5. Customer Reference checks.
6. UCC (Liens) check.
7. County and city reference checks.

D. Estimates, Bidding & Permits

Consultant will not prepare estimates, bid forms nor invitation to bid letters for any construction job or project or the architectural and engineering drawings to be distributed to selected general contractors. In addition Consultant will not obtain any permits as may be required for any construction job or project.

E. Construction Supervision

Consultant will not monitor the day-to-day activities of the Company nor any general contractor or sub-contractor that may be hired as a result of the Referral Service.

F. Lien Waiver

Consultant shall be given a lien waiver on all construction and improvement jobs worked on by any contractor, sub-contractor or the Company resulting from the Referral Service. **Contractor hereby authorizes the General Contractor to pay Consultant directly the Referral Service Fee in accordance with the Fee Schedule and Payment outlined in paragraph 2 herein. In addition, the Contractor hereby authorizes the General Contractor to withhold funds owed to the Contractor in the amount necessary to pay Consultant in full in accordance with this agreement.** The Consultant shall be paid upon completion of the job or project or sooner. The Contractor is jointly and severally liable for all payments owed to the Consultant in accordance with paragraph 2 hereof, despite whether Contractor is paid in full from the work performed.

_____ Initial

2. Fee Schedule and Payment

A. As compensation for Consultant's services under this Agreement, the Company shall pay, or cause to be paid, to Consultant a fee (the *Referral Service Fee*) The Referral Service Fee shall be paid based upon the final total job cost. Total job cost shall consist of the amount billed or collected for labor and material, whichever is greater. The Referral Service Fee is based upon a sliding scale as follows:

Total Job Cost (Labor + Materials)	% owed to Consultant	of the amount over:
\$0.00- \$100,000.00	5.00%	\$ 0.00
\$100,000.01 to \$500,000.00	\$ 5,000.00 + 3.00%	\$ 100,000.00
\$500,000.01 to \$1,000,000.00	\$17,000.00 + 2.50%	\$ 500,000.00
\$1,000,000.01 to \$5,000,000.00	\$29,500.00 + 1.50%	\$1,000,000.00
\$5,000,000.01 and above	\$86,500.00 + 0.50%	\$5,000,000.00

EXAMPLE 1:

Labor Cost \$90,000.00 + Materials \$50,000.00 = Total Job Cost of \$140,000.00
Total Referral Fee due to the Consultant= \$6,200.00

The Contractor's total job is worth \$140,000.00. The fee is then calculated as \$5,000.00 + 3.00% of the amount over \$100,000.00, in this case \$40,000.00 (\$140,000.00 - \$100,000.00= \$40,000.00). \$40,000.00 x 3.00% = \$1,200.00. The \$1,200.00 is then added to the \$5,000.00 for a total Referral Service Fee of \$6,200.00

EXAMPLE 2:

Labor cost \$500,000.00 + materials \$600,000.00 = Total Job Cost of \$1,100,000.00

Total Referral Fee due to the Consultant= \$31,000.00

The Contractor's total job is worth \$1,100,000.00. The fee is then calculated as \$29,500.00 + 1.50% of the amount over \$1,100,000.00, in this case \$100,000.00 (\$1,100,000.00 - \$1,000,000.00= \$100,000.00). \$100,000.00 x 1.50% = \$1,500.00. The \$1,500.00 is then added to the \$29,500.00 for a total Referral Service Fee of \$31,000.00

B. The Fee Schedule listed in paragraph 2A hereof may only be modified if mutually agreed upon by Consultant and Contractor in writing.

3. Term

The term of this Agreement shall commence on _____ (**date**) and shall terminate on _____ (**date**). If Consultant has provided a Referral Service prior to the termination of this Agreement, the fees and expenses referred to above will be due and payable upon the completion of construction. Any of the Company's obligations that have accrued prior to the termination of this Agreement shall survive the termination of this Agreement.

4. Claims

As used herein, *Claims* shall mean all claims, suits, proceedings, actions, demands, causes of action, responsibility, liability, judgments, executions, damages, loss and expense (including attorney's fees).

The Company will indemnify, defend and save harmless the Consultant from and against all *Claims*, as that term is defined, based upon the Company's, Company's employees, invitees, assigns, or independent contractor's negligence or intentional misconduct.

5. Severability

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

6. No Waiver

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

8. Governing Law

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio.

9. Notices

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement.

10. Attorney's Fees

In the event that any lawsuit is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

11. Mandatory Arbitration

Any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

12. Entire Agreement

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

13. Modification of Agreement

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

14. Assignment of Rights

The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

15. In this Agreement, any reference to a party includes that party's heirs, executors, administrators, successors and assigns, singular includes plural and masculine includes feminine.

16. The Contractor signing below in his/her individual capacity shall personally guaranty and shall be personally liable for the obligations and payments due to the Consultant required in accordance with the terms contained herein.

WITNESS our signatures as of the day and date first above stated.

Black Man's Think Tank, Inc.
By: _____
Marlon Aldridge
President/CEO

(Name of Company)
By: _____
(Printed Name & Office in Corporation)

(Signature of Officer)

(Individual Signature)

Printed Name of the Individual