

## **SHAREBUILT CLIENT AGREEMENT**

This ShareBuilt Client Agreement is made effective as of [insert date], by and between ShareBuilt, Inc., located at 311 Monticello Rd, Franklin, TN 37064 - EIN 88-2057990 (the "Provider") and [insert name] located at [insert address] (the "Client"), according to the following terms and provisions.

WHEREAS Provider possesses experience and expertise in the field of construction management and maintains a vision for applying that experience and expertise on behalf of non-profit organizations (the "Services"); and

WHEREAS Client has need for Provider's Services to assist with the design and/or construction of [project name] located at [project address] (the "Project"), and Provider is willing to provide the Services consistent with the terms and provisions of this Agreement.

NOW THEREFORE, for and in consideration of the foregoing, and the mutual benefits and obligations hereunder, Provider and Client hereby agree as follows:

### **1. DESCRIPTION OF SERVICES.**

Beginning on [insert date], the Provider will provide to the Client the Services which are further described in the attached Exhibit A. It shall be the responsibility of the Client, however, to execute and administer separate contracts with the professional design, engineering, and construction companies (the "Sharing Partners") necessary for completion of the Project.

### **2. TERM**

This Agreement will commence upon the effective date state above and will terminate upon the earlier of completion by Provider of the Services under this Agreement or by either party's delivering written notice of termination to the other party.

### **3. RESPONSIBILITIES OF CLIENT.**

Client shall be responsible for payment to all Sharing Partners for services, materials, or labor in a timely manner in accordance with terms of the agreements executed between Client and all Sharing Partners.

Client shall provide an authorized individual as a point of contact, communication and decision making with respect to Provider and this Agreement.

CLIENT shall provide all necessary and available information under its control, all required approvals, and any other related and available information or approvals requested by Provider in a timely manner to ensure continuous performance of Services by Provider to completion.

### **4. CONSIDERATION.**

In addition to the consideration recited in the preamble to this Agreement, which is incorporated herein as a material provision, Provider and Client hereby agree as follows. As a 501c3 organization, Provider will provide the Services labor at no cost to the Client. Client agrees to reimburse Provider for travel costs for Provider direct project costs to visit client office or project sites. Unless otherwise agreed, travel expenses will be driving mileage reimbursement at IRS business rates and hotels at rates equivalent to a local Hampton Inn. Reimbursable trips are those more than 50 miles one way from Franklin, TN. Meal expenses are capped at \$75.00 / day for reimbursed trips only.

If able, however, Client will voluntarily donate to the Provider in support of their ongoing mission allowing them to serve other nonprofit organizations in a similar manner.

### **5. INDEMNIFICATION**

## **SHAREBUILT CLIENT AGREEMENT**

To the fullest extent permitted by law, Client shall indemnify and hold harmless Provider, its officers, directors, members, consultants, agents, and employees, or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable (the "Provider Indemnitees") from all claims for bodily injury and property damage, other than property insured, including reasonable attorneys' fees, costs and expenses, that may arise from the performance of the Services, but only to the extent caused by the negligent acts or omissions of the Client, its Sharing Partners, or others.

To the fullest extent permitted by law, Provider shall indemnify and hold harmless the Client, its officers, directors, members, consultants, agents, and employees (the "Client Indemnitees") from all claims for bodily injury and property damage, other than to the Services and other property insured, including reasonable attorneys' fees, costs and expenses, that may arise from the performance of the Services, but only to the extent caused by the negligent acts or omissions of the Provider, its subcontractors, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

### **6. INSURANCE**

Provider will maintain insurance coverages in the areas and amounts set forth below.

- (a) General Liability: \$1,000,000 per Occurrence/ \$2,000,000 Aggregate
- (b) Automobile (Including hired and non-owned): \$1,000,000
- (c) Professional Liability: \$1,000,000
- (d) Employment Practices Liability: \$1,000,000

Client will maintain insurance coverages in the areas and amounts set forth below.

- (a) General Liability: \$1,000,000 per Occurrence/ \$2,000,000 Aggregate
- (b) Automobile (Including hired and non-owned): \$1,000,000

Certified evidence of insurance coverage in the form of insurance certificates will be furnished by the parties upon request.

### **7. LIMITATIONS OF LIABILITY/DISPUTE RESOLUTION.**

Client agrees, to the fullest extent permitted by law, to limit the liability of Provider and Provider's officers, directors, partners, employees, and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate of such liability shall not exceed the applicable insurance coverage available at the time of settlement or judgment. Client further agrees and acknowledges that Provider shall have no liability for any special, exemplary, incidental and/or consequential damages.

The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation within 21 calendar days, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be resolved by binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

### **8. ENTIRE AGREEMENT.**

This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

### **9. SEVERABILITY.**

**SHAREBUILT CLIENT AGREEMENT**

If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**10. AMENDMENT.**

This Contract may be modified or amended in writing by mutual agreement between the parties if the writing is signed by the party obligated under the amendment.

**11. GOVERNING LAW.**

This Contract shall be construed in accordance with the laws of the State of Tennessee and Williamson County TN.

**12. NOTICE.**

Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**13. WAIVER OF CONTRACTUAL RIGHT.**

The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**14. ASSIGNMENT.**

Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Client:

By: \_\_\_\_\_ Date: \_\_\_\_\_

Provider:  
ShareBuilt, Inc

By: \_\_\_\_\_ Date: \_\_\_\_\_

## SHAREBUILT CLIENT AGREEMENT

### EXHIBIT A: DESCRIPTION OF SERVICES

1. Provider will provide advisory services to Client as may be requested by Client to assist them in the any of the following tasks:
  - a. Setting the overall Project budget
  - b. Selecting a project delivery method
  - c. Evaluating the overall schedule and potential phasing necessary to accomplish the Project.
  - d. Selection of the Architect
  - e. Selection of consulting engineers
  - f. Selection of site investigation consultants
  - g. Selection of the General Contractor or Construction Manager
  - h. Selection of trade contractors
  - i. Selection of material and equipment suppliers
  - j. Reviewing and approving applications for payment
2. Provider will promote the Client organization and their project on Provider's social media accounts and website in a manner and approach that is at the sole discretion of the Provider who will, through such promotion, be seeking to maximize interest in the Client project among the business community (Sharing Partners) for the purpose of realizing maximum participation while seeking to minimize the total project cost.
3. The Client agrees that they will enter into a mutually agreeable written form of agreement with all design and construction firms necessary to accomplish the Project. The suggested standard forms of agreement are AIA forms of agreement or ConsensusDocs allowing General Conditions and requirements of various documents to coordinate. The Client shall engage outside counsel at their sole expense to advise on all contract terms before execution of any forms of agreement. Provider may offer review and comment on draft forms of agreement as requested by Client. Client agrees that forms of agreement with Sharing Partner firms will all include provisions to address the following:
  - a. Safety management on the project site and conformance with state and federal construction safety standards
  - b. Insurance coverage that will be maintained in place for general liability, workers compensation insurance and Builders Risk.
  - c. Zoning and permitting requirements as mandated by the appropriate authorities having jurisdiction at the Project location.
  - d. Billing and payment terms.
4. The Provider will, at the request of the Client, endeavor to provide a Project Shepherd to act as the voluntary Owner's Representative advisor to the Client throughout the design and construction phase. The Project Shepherd, if requested by the Client as part of the services, shall have their role defined in a separate mutually agreeable owner agent agreement.
5. Client agrees to provide their organization's logo in electronic format to Provider for unrestricted Provider use on the Provider website and printed collateral materials. The Client further agrees that their website will be accessible via a link on the Provider website. Client shall also list Provider as a partner on their website, at least in respect to the subject Project and provide a hyperlink to the Provider website through the Provider logo there displayed.
6. The following services, responsibilities or obligations are expressly EXCLUDED from this agreement:
  - a. Project design responsibility or liability.
  - b. Project construction responsibility or liability.
  - c. Construction means or methods decisions or responsibility.
  - d. Executing any agreement on behalf of the Client
  - e. Legal services of any kind
  - f. Hazardous materials assessment or abatement