

SHAREBUILT CLIENT AGREEMENT

Effective Date: [insert date]

Provider: ShareBuilt, Inc., 510 Columbia Ave, PO Box #62, Franklin, TN 37064

| EIN 88-2057990

Client: [insert client name], located at [insert address]

RECITALS

The Client desires to engage ShareBuilt (the "Provider") to provide advisory services for the design and construction of [project name] located at [project address] (the "Project"). Provider agrees to deliver these services according to the terms in this Agreement. Exhibit B" means the document titled "ShareBuilt Project Phases Description," which provides educational descriptions of typical advisory services by project phase. "Project Partners" includes architects, engineers, contractors, and other third-party providers engaged by Client

1. DESCRIPTION OF SERVICES

ShareBuilt provides advisory services to small to medium sized nonprofit organizations not opposed to the Christian faith. We help them engage with the Architecture, Engineering, and Construction (AEC) community throughout the entire project lifecycle. Services are organized by project phase, with specific advisory support tailored to each phase's unique challenges and opportunities.

Beginning on the effective date, Provider shall deliver the advisory support described in **Exhibit A** (the "Services") and the project phase descriptions set forth in **Exhibit B**, both of which are incorporated herein by reference). These services are intended to advise Client on Project decisions within Client's authority as Project Owner.

2. TERM

This Agreement begins on the Effective Date above and ends upon the earlier of:

- Completion of the Services by Provider, or
 - Either party delivering 30 days' written notice of termination to the other party
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3. CLIENT RESPONSIBILITIES

Client shall:

- Execute and manage separate agreements with all design professionals, engineers, contractors, and other service providers necessary to complete the Project (Collectively "Project Partners")

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- Pay all Project Partners in a timely manner per the terms of their respective agreements
 - Designate one individual as the point of contact for all communication and decisions with Provider
 - Provide all necessary information, approvals, and documentation within Client's control, as requested by Provider, to ensure Provider can perform the Services
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4. CONSIDERATION

As a 501(c)(3) organization, Provider delivers its Services without charging fees or issuing invoices to Client, with the following understandings:

Provider's Benefit: During the Agreement term, Client shall afford Provider at least one 30-minute opportunity to present to Client's Board of Directors regarding the services ShareBuilt is providing.

Client's Support: Client may make a voluntary donation or donations to Provider (ShareBuilt) at any time and Provider will provide more information about donations in support of Provider upon Client request. As with all donations, client donations support Provider's ongoing mission and allow Provider to serve other nonprofit organizations in a similar manner.

As a 501(c)(3), ShareBuilt operates on a donation-supported model rather than a fee-for-services model. Clients are free to use ShareBuilt's services without any expectation of financial support. Declining to give carries no consequences, spoken or unspoken, and does not alter the relationship in any way.

This approach reflects ShareBuilt's commitment to integrity, dignity, and authentic generosity—ensuring that any giving is freely chosen, never pressured, and grounded in gratitude rather than obligation.

Reimbursable Expenses: Client shall reimburse Provider for actual travel costs incurred to visit Client's office or Project site, including:

- Mileage at current IRS business rates
- Hotel accommodation at rates equivalent to local Hampton Inn standards
- Meal expenses not to exceed \$75/day

Travel reimbursement applies only to trips more than 50 miles one way from Provider's Franklin, Tennessee office.

5. INDEMNIFICATION

To the fullest extent permitted by law, each party shall indemnify and hold harmless the other party and its officers, directors, employees, and agents from any claims, damages, losses,

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liabilities, and expenses (including reasonable attorneys' fees) caused by the indemnifying party's negligent acts or omissions in connection with this Agreement.

6. INSURANCE

Provider shall maintain:

- General Liability: \$1,000,000 per occurrence / \$2,000,000 aggregate
- Automobile (including hired and non-owned): \$1,000,000
- Professional Liability: \$1,000,000
- Employment Practices Liability: \$1,000,000

Client shall maintain:

- General Liability: \$1,000,000 per occurrence / \$2,000,000 aggregate
- Automobile (including hired and non-owned): \$1,000,000

Certificates of insurance shall be furnished upon request by either party.

7. LIMITATIONS OF LIABILITY AND DISPUTE RESOLUTION

Client agrees to limit Provider's liability (and that of its officers, directors, partners, employees, and subconsultants) for any claims, losses, costs, or damages to the applicable insurance coverage available at the time of settlement or judgment. Provider shall have no liability for special, exemplary, incidental, or consequential damages.

Dispute Resolution: The parties shall attempt to resolve disputes through negotiation within 21 days. If unresolved, disputes shall be resolved through binding arbitration under the Construction Industry Arbitration Rules and Mediation Procedures of the American Arbitration Association. The arbitrator's award shall be final and enforceable.

8. ENTIRE AGREEMENT

This Agreement, including all exhibits, constitutes the complete agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. In the event of any inconsistency between this Agreement, Exhibit A, and Exhibit B, the Agreement controls, followed by Exhibit A, then Exhibit B.

9. SEVERABILITY

If any provision is found invalid or unenforceable, the remaining provisions shall remain in effect. If a provision can be limited to become enforceable, it shall be so limited.

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10. AMENDMENT

This Agreement may be amended only by written agreement signed by both parties.

11. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Tennessee.

12. NOTICE

Any required notice or communication shall be delivered in person or by certified mail, return receipt requested, to the address stated above or to such other address as either party may designate in writing.

13. WAIVER

Failure to enforce any provision shall not constitute a waiver of that provision or limit either party's right to enforce it in the future.

14. ASSIGNMENT

Neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

SIGNATURE BLOCK

CLIENT:

[Client Org Name]

Authorized Representative Signature:

Name (printed):

Title: _____

Date: _____

PROVIDER:

ShareBuilt, Inc.

Authorized Representative Signature:

Name (printed):

Title: _____

Date: _____

EXHIBIT A: DESCRIPTION OF SERVICES

Provider will provide advisory services to Client as requested to assist with any of the following throughout the four primary phases of the Project:

- **Planning** — Strategic visioning and project framework development
- **Preconstruction:** Construction Management at Risk (CM@R) Delivery method preferred — Design refinement, Project budgeting & procurement preparation
- **Construction:** Construction Management at Risk (CM@R) Delivery method preferred - Active building phase with ongoing owner protection
- **Closeout** — Project completion and operational readiness

NOTE: Reference “**Exhibit B – Phases Description**” for a more detailed list of services that may be necessary by project phase.

Marketing and Promotion

Provider will promote Client organization and the Project on Provider's social media accounts and website in a manner at Provider's reasonable discretion, endeavoring to maximize community interest in the Project among the business community while seeking to minimize total Project cost.

Coordination with Other Service Providers

Client agrees to enter into written agreements with all design and construction firms necessary for the Project. Recommended standard forms include AIA or ConsensusDocs agreements. Client shall engage independent legal counsel at its expense to review all contract terms before execution. Provider may review and comment on draft agreements if requested.

All agreements with Project Partners shall address:

- Safety management and conformance with state and federal construction safety standards
- Insurance coverage (general liability, workers compensation, and Builders Risk)
- Zoning and permitting requirements
- Billing and payment terms

Project Representation

Provider shall designate a representative to serve as Project Shepherd and act as Client's advisor throughout the planning, design, construction, and close-out phases as may be applicable.

EXHIBIT A: DESCRIPTION OF SERVICES

Client Marketing Cooperation

Client shall:

- Provide its organization's logo in electronic format for Provider's website and printed materials
- List Provider as a project partner on Client's website with a hyperlink to Provider's website
- Provide Provider with 30 minutes of time in at least one Client board meeting to share the story of ShareBuilt
- Endeavor to follow ShareBuilt on LinkedIn both as an organization and a leadership team and support ShareBuilt as able with testimonials and references

Services Explicitly Excluded

The following services from the Provider are NOT included in this Agreement:

- Project design (including architecture and engineering)
 - Engineering design or engineering calculations
 - Project construction (execution of work)
 - Construction means, methods, or sequencing decisions
 - Execution of agreements on Client's behalf
 - Legal services of any kind
 - Hazardous materials assessment or abatement
 - Permitting and regulatory compliance (though ShareBuilt advises on pathways and requirements)
 - Fundraising for the client project, including project funding
 - Soliciting discounts or gifts in kind from service providers or contractors
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EXHIBIT B: ShareBuilt Project Phases

Description

OVERVIEW: PHASES OF ADVISORY ENGAGEMENT

ShareBuilt engages with Clients across four distinct project phases:

1. **Planning** — Strategic visioning and project framework development
2. **Preconstruction (CM@R Delivery method preferred)** — Design refinement, Project budgeting & procurement preparation
3. **Construction (CM@R Delivery method)**— Active building phase with ongoing owner protection
4. **Closeout** — Project completion and operational readiness

Each phase has specific advisory needs and each client and project have different needs, and ShareBuilt designates a Project Shepherd to provide consistent counsel throughout all phases.

NOTE: The below list of Services per phase is for Client educational purposes only and is not a commitment to provide all these services for each Client. Actual services necessary will vary by client and project. This Exhibit B is intended to be read in conjunction with Exhibit A: Description of Services. In the event of a conflict, Exhibit A governs.

PHASE 1: PLANNING SERVICES

Definition: The visioning and strategy phase where Client organization establishes project goals, budget framework, and delivery approach.

Phase Kicks Off When: Client's Board of Directors approves the project and formally engages ShareBuilt and/or Design Professional.

Phase Concludes When: Client has selected and engaged the first of either the Project Architect or Construction Manager and Client is ready to move into preconstruction activities.

Services During Planning:

- **Project Definition** — Clarifying project scope, goals, success criteria, and key stakeholder needs
- **Delivery Method Selection** — Advising on appropriate project delivery approaches (design-bid-build, design-build, CM@R, etc.) and their implications
- **Design Professional Selection** — Advising on architect selection criteria and facilitating the selection process
- **Construction Manager Selection** — Advising on Construction Manager selection criteria and facilitating the selection process
- **Consulting Engineer Selection** — Identifying and selecting specialty consultants (structural, mechanical, civil, etc.) as needed

EXHIBIT B: ShareBuilt Project Phases

Description

- **Site Investigation** — Determining what site studies or investigations are necessary (geotechnical, environmental, survey, etc.)
 - **Feasibility Analysis** — Assessing site conditions, probable costs, zoning compliance, permitting pathways, and constructability at a conceptual level
 - **Schedule Framework** — Developing preliminary project timeline and phasing strategy
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PHASE 2: PRECONSTRUCTION SERVICES (CM@R APPROACH)

Definition: The detailed design and procurement phase where the Construction Manager serves in an advisory capacity alongside the design team.

Phase Kicks Off When: The Owner-CM@R agreement is fully executed and the CM formally begins work.

Phase Concludes When: General Contractor (or trade contractors) receives Notice to Proceed to begin construction following the Client acceptance of the Guaranteed Maximum Price.

Services During Preconstruction:

- **Design Coordination and Review** — Reviewing design drawings and specifications for completeness, buildability, and alignment with project budget and schedule
- **Project Budget Development** — Working with Client and Construction Manager to establish realistic project budget based on organizational capacity, funding sources, and market conditions
- **Constructability Analysis** — Identifying potential construction challenges early and recommending design modifications
- **Value Engineering** — Working with the design and construction teams to identify cost savings and schedule efficiencies without compromising quality or function
- **Budget Management** — Monitoring design decisions against project budget and forecasting final costs
- **General Contractor Selection** — Advising on GC selection criteria, bid evaluation, and contract negotiations
- **Schedule Optimization** — Developing detailed construction schedule and identifying schedule risks and opportunities
- **Trade Contractor and Supplier Selection** — Guiding decisions on material and equipment suppliers, specialty contractors, and long-lead vendors
- **Procurement Strategy** — Developing procurement approach to balance cost, quality, and schedule

EXHIBIT B: ShareBuilt Project Phases

Description

- **Furniture, Fixtures & Equipment** – ensure that Client’s needs and expectations are coordinated with design plans, project budget, and schedule including timely selections and ordering.
 - **Insurance and Bonding Review** – Ensuring all contractors maintain required insurance coverage and bid bonds
 - **Contract Document Review** – Commenting on draft agreements with contractors and service providers (Client's legal counsel retains responsibility for final review and execution)
 - **Payment Application Preparation** – Establishing payment application review procedures and protocols
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PHASE 3: CONSTRUCTION SERVICES

Definition: *The active building phase where the General Contractor executes the work.*

Phase Kicks Off When: Notice to Proceed is issued and the General Contractor submits the first pay application and begins on-site work.

Phase Concludes When: The project reaches substantial completion, final inspections are passed, and construction is substantially finished per contract terms.

Services During Construction:

- **Pay Application Review and Recommendation** – Reviewing monthly contractor pay applications for reasonableness, compliance with contract terms, and accurate progress representation
- **Schedule Monitoring** – Tracking actual progress against the construction schedule and identifying delays or acceleration needs
- **Quality Assurance** – Observing work in progress to verify quality standards and contract compliance; coordinating with design professionals on quality issues
- **Furniture, Fixtures & Equipment** – advise as needed and assist in coordination.
- **Safety Oversight** – Monitoring contractor compliance with safety requirements and reporting safety concerns; supporting Owner's safety responsibilities
- **Change Order Evaluation** – Analyzing change requests for scope, cost, and schedule impact; recommending approval or negotiation strategies
- **Issue Resolution and Problem-Solving** – Serving as neutral advisor to help resolve disputes or misunderstandings between Client and Contractor
- **Owner Protection** – Advocating for Client's interests regarding contract compliance, schedule adherence, and quality standards
- **Project Coordination Meetings** – Attending regular Owner – Architect – Contractor (OAC) coordination meetings with design professionals, contractors, and Client to maintain alignment

EXHIBIT B: ShareBuilt Project Phases

Description

- **Site Visits and Observation** — Conducting periodic site visits to observe progress, quality, and safety conditions
 - **Documentation** — Advising Client on maintenance of project records and correspondence to create clear documentation of decisions and progress
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PHASE 4: CLOSEOUT SERVICES

Definition: *The final phase focused on project completion, warranty management, and operational readiness.*

Phase Kicks Off When: Project reaches substantial completion status and final inspections are scheduled.

Phase Concludes When: All punch list items are resolved, final payment is made, and project is formally closed.

Services During Closeout:

- **Punch List Development and Tracking** — Working with design professionals and contractors to develop comprehensive punch list and tracking completion of items
- **Final Inspections** — Documenting local authorities' and design professionals' final inspections and occupancy approvals
- **Warranty Documentation** — Ensuring all warranty documents, manuals, and as-built drawings are collected and organized.
- **Substantial Completion Certification** — Advising on requirements and timing for final payment and project closeout
- **Operations and Maintenance Transition** — Supporting the Client's transition to building operations and facility management. Ensure that attic stock of all materials are received and properly stored
- **Lessons Learned** — Facilitating post-project review to capture insights and best practices for future projects
- **Final Payment Processing** — Reviewing final applications and advising on final payment procedures
- **Ceremonies and Ribbon Cutting** — Advising on Client approach to Opening Ceremonies