



CONSULTANT AGREEMENT

This agreement dated \_\_\_\_\_, 2006 is made By and Between \_\_\_\_\_ whose address is \_\_\_\_\_ ("Client"), and California Builders, whose address is 1966 Tice Valley Bl #231 Walnut Creek, CA 94595 ("Consultant.")

1. Consultation Services. The Client hereby employs the Consultant to perform the following services in accordance with the terms and conditions set forth in this agreement: The consultant will introduce you to the realtor who will help you find the land, choose the ideal home style, select the mortgage broker, find the ideal foundation style to suit the terrain and have the general contractor who will get permits, line up the contractors, direct you to cabinetry, flooring and fixture sources. Consultant will generally be available for guidance for any matter arising out of the business affairs of the Client.

2. Terms of Agreement. This agreement will begin \_\_\_\_\_, 2006 and will end at completion of project. Either party may cancel this agreement on thirty (30) days notice to the other party in writing, by certified mail or personal delivery.

3. Time Devoted by Consultant. It is anticipated the Consultant will spend a reasonable amount of time in fulfilling its obligations under this contract. The particular amount of time may vary from day to day or week to week.

4. Place Where Services Will Be Rendered. The Consultant will perform most services in accordance with this agreement via telephone, email and at such other places as necessary to perform these services in accordance with this agreement.

5. Payment to Consultant. The Consultant will be paid at the rate of \$ 5,000 (rec'd)\_\_\_\_\_ to initiate the agreement and 10% of the final cost of the construction costs which includes permits, engineering, materials and labor. The Consultant fee shall be paid incrementally at \$5,000 per payment schedule throughout the process. Once the payment schedule is complete, the balance of the 10% fee will be paid at the close of escrow. Previously paid amounts will be deducted from the total 10% fee of the construction costs.

6. Independent Contractor. Both the client and the consultant agree that the Consultant will act as an independent contractor in the performance of its duties under this contract. Accordingly, the Consultant shall be responsible for payment of all taxes including Federal, State and local taxes arising out of the consultant's activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fee as required.

7. Confidential Information. The Consultant agrees that any information received by the Client during any furtherance of the Consultant's obligations in accordance with this contract, which concerns the personal, financial or other affairs of the Client will be treated by the Consultant in full confidence and will not be revealed to any other persons, firms or organizations.

8. Employment of Others. The Client may from time to time request that the Consultant arrange for the services of others. All costs to the Consultant for those services will be paid by the Client but in no event shall the Consultant employ others without the prior authorization of the client.

9. Client. The Client agrees to respond in a timely matter to all necessary steps required to continue the project. This includes choosing the lot, selecting home plan, engagement the engineering firm, selecting colors, materials and cabinetry, and decide on landscaping.

\_\_\_\_\_  
Sharyn Abbott, CEO  
California Builders Association

Date

Witness: \_\_\_\_\_

\_\_\_\_\_  
CALIFORNIA BUILDERS ASSOCIATION - rev 04-05- 1

Please Print

By: \_\_\_\_\_  
Please Print

Signed: \_\_\_\_\_  
Date

By: \_\_\_\_\_  
Please Print

Signed: \_\_\_\_\_  
Date