



TOMLINSON

FINDER'S FEE AGREEMENT



This Agreement is made this _____ day of _____, between _____, as Contractor, and Tomlinson _____ ("Firm") and _____, as Marketing Agents. This Agreement is effective as of the date stated above, and shall remain in effect until _____, unless sooner terminated on thirty days' written notice by either party delivered to the other. The parties agree as follows:

1. Contractor is a general contractor in the State of _____ engaged in the construction of residences.

2. Marketing Agents are a real estate brokerage firm ("Firm") and a broker licensed with Firm.

3. Contractor hereby engages Marketing Agents, together with other brokers affiliated with the Firm to procure buyers ("Confirmed Buyers") to contract with Contractor for the construction of residences. If a Confirmed Buyer commits to the construction of a residence by Contractor on any real property, other than a property location at which Contractor has already entered an agreement to pay commission to Tomlinson based on the price of the home to be constructed, Contractor shall pay Marketing Agents a Finder's Fee.

4. The Finder's Fee on any contract shall be equal to three percent (3%) of the complete contract price for the construction of such residence paid by the Confirmed Buyer, excluding the purchase price of the lot. Unless otherwise agreed by Marketing Agents, such fee is payable at the time construction of the residence commences on the lot. A Confirmed Buyer, for purposes of this Agreement, is a buyer of a custom or presale residence confirmed as a buyer by Marketing Agents while this Agreement is in effect. Termination of this Agreement shall not affect Marketing Agents' rights to receive Finder's Fees with regard to any buyer who was a Confirmed Buyer on the date of such termination, regardless of when construction actually commences.

5. Marketing Agents shall register each potential Confirmed Buyer by advising Contractor in writing of the name of such Confirmed Buyer. If Contractor develops a Confirmed Buyer, as that term is defined above, Marketing Agents shall not be entitled to receive a Finder's Fee with regard to such buyer so long as Contractor has provided such buyer's name to Marketing Agents in writing prior to registration of such buyer by Marketing Agents. Registration of confirmed buyers shall be accomplished through email, facsimile letter, or other writings sent or transmitted by Contractor to Marketing Agents or Marketing Agents to Contractor.

6. The names of confirmed buyers, as established by registrations shall be determinative regarding Marketing Agents' entitlement to Finder's Fees in any transactions.

7. Contractor acknowledges receipt of the document entitled "The Law of Real Estate Agency." Contractor acknowledges that, absent a written agreement signed by the Firm to the contrary, Marketing Agents will be acting as non-agents in each transaction covered by this Agreement, not representing either the buyers or Contractor.

CONTRACTOR

AGENTS

TOMLINSON _____
(Office Location)

By: _____

By: _____

Title: _____

Title: _____