

ADVISORY AGREEMENT

HYBRID OWNER-BUILDER PROGRAM

This Advisory Agreement (“Agreement”) is entered into by and between Legacy Construction and Building Services (“Advisor”) and _____ (“Client”).

1. Purpose and Structure

Client intends to act as an owner-builder for the construction of a residential dwelling. Advisor is a licensed general contractor providing consultative oversight, coordination, and advisory services only, unless otherwise stated in writing.

Nothing in this Agreement shall be interpreted as Advisor assuming full general contractor control of the project, except with respect to materials or labor directly provided by Advisor.

2. Scope of Advisory Services

Advisor may provide the following services, as requested or reasonably required:

- Construction sequencing and planning guidance
- Review of scopes of work and subcontractor proposals
- Quality control checkpoints and inspection readiness review
- Consultation during pre-construction and build phases
- Issue identification and mitigation support

Advisor does not supervise subcontractors hired directly by Client, nor does Advisor guarantee third-party performance.

3. Client Responsibilities

Client acknowledges and agrees that Client:

- Acts as the owner-builder under North Carolina law
- Retains final authority over decisions, contracts, and expenditures
- Is responsible for permits, financing, inspections, and compliance unless otherwise delegated in writing



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- Hires and pays subcontractors directly unless otherwise agreed

4. Compensation

4.1 Monthly Advisory Fee

Client agrees to pay Advisor \$1,500 per month, billed monthly, covering administration, coordination, and licensed GC consultation.

4.2 GC-Provided Materials and Labor

A 10% fee shall apply to all materials and labor sourced directly through Advisor. This fee reflects procurement responsibility, coordination, warranty coverage, and execution accountability.

There are no percentage-of-project markups beyond this structure.

5. Owner-Builder Compliance (North Carolina)

Client acknowledges that under North Carolina law, owner-builders are permitted to construct or improve a personal residence subject to applicable statutes, regulations, and local jurisdiction requirements. Advisor's role is structured to preserve owner-builder status while adding professional oversight.

6. No Guarantees

Advisor makes no guarantees regarding construction cost, schedule, inspection outcomes, or financial results. Construction inherently involves unknown conditions and third-party performance.

7. Limitation of Liability

Advisor's liability, if any, shall be limited to the fees paid to Advisor under this Agreement, except in cases of gross negligence or willful misconduct.



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8. Term and Termination

This Agreement is month-to-month and may be terminated by either party with 30 days written notice.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

10. Entire Agreement

This Agreement constitutes the entire understanding between the parties and may be amended only in writing signed by both parties.

Client Signature: _____ Date: _____

Advisor Signature: _____ Date: _____

