## **BEES INDUSTRIES**

## SLIDING SCALE AGREEMENT

The purpose of this agreement is to establish the commission structure of Bees Industries, "the Consultant" to be paid on 30-day net terms by \_\_\_\_\_\_\_, "the Client". Additionally, "the Contractor" is in reference to any company issuing a contract to the Client, by efforts made of the Consultant.

Bees Industries must work diligently to secure contracts for the Client to be entitled to commission payments set forth in the "Sliding Scale Agreement". A commission is to be paid by the Client, to the Consultant upon issuance of a letter of intent, or contract to the Client through the efforts of the Consultant. Fifty percent of the total commission (maximum of \$5,000) shall be paid by the Client, to the Consultant within the monthly billing cycle immediately following the issuance of a letter of intent, or contract. The remaining fifty percent of the total commission (maximum of \$5,000) shall be paid to the Consultant, by the Client within the monthly billing cycle immediately following the first payment installment issued to the Client, from the Contractor. In the event a commission owed to the Consultant, by the Client is more than \$10,000 an "Installment Plan" shall be introduced that does not exceed \$5,000 per monthly payment installment.

## **Complete Pre-Construction Management**

| \$100,000 - \$2,000,000    | 1% of Total Price  |
|----------------------------|--------------------|
| \$2,000,001 - \$3,000,000  | .9% of Total Price |
| \$3,000,001 - \$4,000,000  | .8% of Total Price |
| \$4,000,001 - \$5,000,000  | .7% of Total Price |
| \$5,000,001 - \$6,000,000  | .6% of Total Price |
| \$6,000,001 - \$7,000,000  | .5% of Total Price |
| \$7,000,001 - \$8,000,000  | .4% of Total Price |
| \$8,000,001 - \$9,000,000  | .3% of Total Price |
| \$9,000,001 - \$10,000,000 | .2% of Total Price |
| \$10,000,001 >             | .1% of Total Price |

## **BEES INDUSTRIES - SLIDING SCALE AGREEMENT**

\*The obligation of Bees Industries is to produce shop drawings, submittals, and other related preconstruction documents (billed separately) upon receipt of a letter of intent, or contract issued to the Client, from the Contractor, by efforts of the Consultant. As well as attend one pre-construction meeting on behalf of the Client, by request of the Contractor or Client.

\*Bees Industries Partners will not be charged additional fees for Construction Management Services, including what is stated in the "Sliding Scale Agreement", until the full price of the "Partnership Agreement" has been recuperated by the Client, through the efforts of the Consultant.

\*All Bees Industries Partners receive 10% of all pricing stated in the "Sliding Scale Agreement", as well as any, and all services available from Bees Industries and its affiliated LLC's

The Client hereby agrees to pay the Consultant for construction management services on, or before the 1<sup>st</sup> (first) \_\_\_\_\_\_, or the 15<sup>th</sup> (fifteenth) \_\_\_\_\_\_ day of each month throughout the course of any, and all projects managed for the Client, by the Consultant. The monthly cost of services will be equal to the total cost of services rendered, as well as commissions for signed letters of intent, or contracts during the previous month. In the event a project increases in price, by way of change order, and/or additional scope of work, the Consultant shall be compensated by the Client using the same sliding scale pricing as stated previously in the "Sliding Scale Agreement". In the event the Consultant underestimates or mismanages a project resulting in a loss of revenue (not profit) for the Client, the Client shall be equally compensated for the loss of revenue, by the Consultant. The Consultant however is in no way responsible for loss of revenue due to the negligence of the Client, their employees, or contractors. Nor shall the Consultant be held responsible for loss of revenue due to the negligence of other control of the Consultant.

| Name  | Company               |
|-------|-----------------------|
| Sign  | Date                  |
| Agent | Bees Industries, Inc. |
| Sign  | Date                  |