

Sample Project Commission Agreement

A representative outline of how Landforms Design Inc structures a single-project commission arrangement with an independent contractor who builds a Landforms-designed, Landforms-sold project.

SAMPLE DOCUMENT — Provided for discussion and illustration purposes only. This is not a binding contract and does not constitute legal advice. Final agreements are drafted per project and should be reviewed by your own legal counsel before signing.

1. Parties & Scope

This sample outlines a project-specific agreement between Landforms Design Inc ("Landforms") and an independent, licensed and insured contractor ("Contractor") for one identified project that Landforms originated, designed, and sold to a homeowner.

This is not a long-term partnership, franchise, exclusivity, or territory agreement. Contractor may accept or decline any individual project Landforms offers, with no obligation to accept future opportunities.

2. Independent Contractor Relationship

Landforms does not act as the general contractor on the project, does not employ Contractor's crews, does not purchase construction materials, does not direct construction means and methods, and does not collect construction payments from the Homeowner or pay Contractor for labor or materials. Contractor is solely responsible for pricing, contracting directly with the Homeowner, permits, scheduling, workmanship, and warranty.

3. Commission & Payment

Contractor pays Landforms a commission calculated as a percentage of the accepted construction contract amount for the referenced project. A representative target commission is 10%, though the parties may agree to a lower percentage (e.g., 3–5%) for larger-scope or lighter-touch projects. The agreed rate is documented in the project-specific exhibit before work begins.

Commission is due within 10 business days of Contractor's receipt of the corresponding payment milestone from the Homeowner.

4. Disclosure Requirement

To calculate the commission due, Contractor agrees to disclose to Landforms the accepted contract amount, any approved change orders, and payments received from the Homeowner for the referenced project. Landforms does not require access to Contractor's costs, payroll, margins, or profit.

5. Protected Period for Additional Work

If Landforms originated and developed the Homeowner relationship, approved additions, upgrades, change orders, and related project phases occurring within 18 months of the original referral are subject to the same commission terms. Landforms remains available to help design and sell any such additions.

6. Design Fee Credit (Optional)

Contractor may, at its own discretion, credit all or part of the Homeowner's Landforms design fee back to the Homeowner as a construction credit or closing incentive. Any such credit is offered solely by Contractor and is not guaranteed or funded by Landforms.

7. Insurance & Licensing

Contractor represents that it carries general liability insurance and holds any required state or local licensing for the scope of work, and will provide certificates of insurance upon request.

8. Term & Termination

This agreement applies only to the referenced project. Either party may decline to continue the referral relationship for future projects at any time, for any reason, without affecting completed or in-progress project terms.