

## LAVENDER RIVER LLC

1190 Winterson Rd, Ste 200 · Linthicum Heights, MD 21090 · support@lavrivllc.com

**TRADE PARTNER AGREEMENT***Referral fee, follow-on client fee, and independent relationship*

This Trade Partner Agreement (this "Agreement") is entered into between Lavender River LLC, a Maryland limited liability company ("Lavender River"), and the contractor, tradesperson, vendor, fabricator, painter, installer, or other service provider identified below (the "Trade Partner"), as of the Effective Date.

Lavender River, from time to time, recommends or introduces clients ("Client" or "Referred Client") to Trade Partners that Lavender River has selected based on past experience or professional judgment. Lavender River's design work — including the design vision, layout, palette, materials, finishes, and project scope — is the basis for the work the Client engages a Trade Partner to perform. This Agreement sets the terms under which Lavender River agrees to make any such referral.

Trade Partner — legal  
name

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DBA / trade name (if any)

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Primary contact

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Address

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Phone

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Email

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MD HIC / MHIC license #

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General liability insurer

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Effective date

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**1. Independent relationship; Trade Partner does not work for Lavender River**

**Independent contractor; no agency.** The Trade Partner is an independent business and is not an employee, partner, joint venturer, agent, subcontractor, or representative of Lavender River. **The Trade Partner does not work for, on behalf of, or under the direction of Lavender River.** Lavender River does not control the means, methods, schedule, tools, materials, labor, or workmanship by which the Trade Partner performs work for any Client. Nothing in this Agreement creates an agency, employment, partnership, joint venture, franchise, or fiduciary relationship between Lavender River and the Trade Partner.

**Lavender River is making a recommendation only.** Lavender River's introduction of a Client to the Trade Partner is a recommendation only, based on Lavender River's past experience or professional judgment at the time of the referral. Lavender River does not warrant, guarantee, or vouch for the Trade Partner's licensure, insurance, bonding, pricing, workmanship, timeliness, conduct, or performance. The Client's decision to engage the Trade Partner is made independently and at the Client's own discretion and risk.

**Direct contract between Client and Trade Partner.** Any agreement, contract, scope of work, pricing, estimate, change order, payment terms, schedule, warranty, lien rights, and performance is solely between the Client and the Trade Partner. Lavender River is not a party to that contract, does not negotiate on the Client's behalf, does not approve estimates, change orders, or invoices, does not collect, hold, or disburse any payment between the Client and the Trade Partner, and does not guarantee any payment owed to the Trade Partner.

**Disputes between Client and Trade Partner.** Any dispute, cost discrepancy, change order disagreement, scope disagreement, billing dispute, delay, defect, warranty claim, lien, insurance claim, or other issue arising from the Trade Partner's work — including any disagreement about pricing, scope, change orders, or what was promised — shall be resolved directly between the Client and the Trade Partner. The Trade Partner agrees not to involve Lavender River in such disputes and not to refer the Client to Lavender River for resolution. Lavender River is not a mediator, arbitrator, or party to any such dispute, and Lavender River's opinion of the design intent, when requested, is non-binding.

## 2. Per-job referral fee

In consideration of the referral, the introduction of the Client, and the design vision, scope, and specifications Lavender River provides to support the Trade Partner's work, the Trade Partner agrees to pay Lavender River the following per-job referral fee for each Client introduced by Lavender River to the Trade Partner:

<b>Flat fee</b>	\$500 referral fee per Client introduction, due upon the Trade Partner and the Client signing a written contract for the project.
<b>Plus</b>	10% (ten percent) of the Total Project Value (defined below), due in full upon the Trade Partner and the Client signing a written contract for the project. The full 10% is calculated against the signed contract amount and is not contingent on the Trade Partner's receipt of payment from the Client, in order to prevent the Trade Partner from passing the fee through to the Client as an upcharge.
<b>Total Project Value</b>	The total contract amount, including all materials, labor, change orders, add-ons, upgrades, and any other amounts the Client pays to the Trade Partner for the project — measured at the gross amount before any discounts the Trade Partner gives the Client.

**Trigger.** The referral fee is earned upon the Trade Partner and the Client entering into a written contract for the project, regardless of whether Lavender River performs any oversight, project management, or design work after the introduction. The referral fee is not contingent on Lavender River's ongoing involvement.

**Required for every referral.** This Agreement, signed and on file with Lavender River, is a precondition to any referral. Lavender River will not introduce a Client to a Trade Partner who has not signed this Agreement. The Trade Partner may not solicit, contact, bid, or perform work for any Client introduced by Lavender River without this Agreement in effect.

### 3. Follow-on client fee

**Definition.** A "Follow-On Project" means any additional, separate, or future project — including but not limited to a different room, addition, exterior work, basement, garage, second home, repair, remodel, or service call — that the Trade Partner performs for a Referred Client (or any household member, family member, business entity, or successor of a Referred Client) within twenty-four (24) months following the date of Lavender River's introduction of that Client to the Trade Partner.

**Follow-on fee.** For each Follow-On Project, the Trade Partner shall pay Lavender River 5% (five percent) of the Total Project Value of the Follow-On Project, due in full upon the Trade Partner and the Referred Client signing a written contract for the Follow-On Project. The full 5% is calculated against the signed contract amount and is not contingent on the Trade Partner's receipt of payment from the Client.

**Disclosure obligation.** The Trade Partner agrees to notify Lavender River in writing (email to support@lavrivllc.com) within seven (7) days of executing a Follow-On Project contract with a Referred Client. Notification shall include the Client name, project description, contract date, and Total Project Value.

**No circumvention.** The Trade Partner agrees not to (a) contract with a Referred Client through a different legal entity, affiliate, subcontractor, or third party in order to avoid the follow-on fee; (b) instruct, encourage, or assist a Referred Client to engage the Trade Partner under a different name or arrangement to avoid the follow-on fee; or (c) discount, undercount, restructure, or off-book any portion of a Follow-On Project's Total Project Value to reduce the fee owed. Any such conduct is a material breach.

### 4. Reporting, invoicing, and payment terms

**Contract copy.** Within seven (7) days of executing a written contract with a Referred Client for either a referred project or a Follow-On Project, the Trade Partner shall send Lavender River a copy of the signed contract (or, if confidentiality is requested by the Client, a signed cover sheet stating the Client name, project address, contract date, and Total Project Value).

**Invoicing.** Upon receipt of the contract copy or cover sheet, Lavender River will invoice the Trade Partner for the applicable fees. Invoices are due within seven (7) days of issuance. Lavender River accepts ACH, business check, Zelle to support@lavrivllc.com, and CashApp to \$LavenderRiv.

**Late payment.** Unpaid balances accrue interest at 1.5% per month (or the maximum rate permitted by Maryland law, whichever is lower), beginning fifteen (15) days after invoice date. The Trade Partner agrees to reimburse Lavender River for any reasonable collection costs and attorneys' fees incurred in collecting overdue fees.

**Audit right.** On reasonable written notice, and not more than twice per calendar year, Lavender River may request copies of contracts, change orders, and final invoices for any Referred Client or Follow-On Project, solely to verify that fees owed under this Agreement have been correctly reported and paid. The Trade Partner agrees to provide such records within fourteen (14) days. If an audit reveals underpayment of more than 5%, the Trade Partner shall pay the shortfall, interest at 1.5% per month, and Lavender River's reasonable audit costs.

### 5. Trade Partner representations and obligations

The Trade Partner represents, warrants, and agrees that:

- The Trade Partner holds all licenses, registrations, certifications, and permits required by federal, state, and local law to perform the type of work the Trade Partner will perform for Referred Clients, including without limitation a current Maryland Home Improvement Commission ("MHIC") license where applicable.
- The Trade Partner maintains general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, and workers' compensation coverage as required by law. The Trade Partner will provide a current Certificate of Insurance on request.
- The Trade Partner will perform all work for Referred Clients in a good and workmanlike manner, in accordance with applicable building codes, manufacturer specifications, and the design scope provided by Lavender River.
- The Trade Partner will deal honestly and professionally with Referred Clients, will not make misrepresentations about Lavender River, and will not represent itself as an employee, agent, partner, or representative of Lavender River.
- The Trade Partner will keep Referred Client information confidential and will not use Referred Client contact information to market unrelated services without the Client's consent.
- The Trade Partner will not disparage Lavender River, its principals, or its design work to any Referred Client, prospective Client, or third party.

## 6. Indemnification

The Trade Partner shall indemnify, defend, and hold harmless Lavender River, its members, managers, employees, and agents (the "Lavender River Parties") from and against any and all claims, demands, suits, losses, damages, liabilities, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) any work, materials, labor, or service the Trade Partner performs or supplies for a Referred Client; (b) any act, omission, error, negligence, breach of contract, breach of warranty, or willful misconduct by the Trade Partner or its employees, subcontractors, or agents; (c) any dispute, claim, or demand between the Trade Partner and a Referred Client; (d) any property damage, personal injury, or death caused by the Trade Partner; or (e) any lien, claim, or charge asserted against a Referred Client's property by the Trade Partner or any of its subcontractors, suppliers, or laborers. This indemnification survives termination of this Agreement.

## 7. Term and termination

This Agreement begins on the Effective Date and continues until terminated. Either party may terminate this Agreement on thirty (30) days' written notice to the other party. Termination does not affect: (a) any referral fee or follow-on fee earned before the termination date; (b) any Follow-On Project obligation that arises within the 24-month follow-on window for any Referred Client introduced before termination; (c) the Trade Partner's indemnification obligations; or (d) any other obligation that by its nature is intended to survive termination.

## 8. General provisions

**Entire agreement.** This Agreement is the entire agreement between the parties regarding referrals and supersedes all prior discussions, agreements, and understandings. Modifications must be in writing and signed by both parties.

**Governing law and venue.** This Agreement is governed by the laws of the State of Maryland, without regard to conflict-of-laws principles. Any dispute arising out of or relating to this Agreement shall be brought exclusively in a court of competent jurisdiction in Anne Arundel County, Maryland.

**Severability.** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions remain in full force and effect.

**Assignment.** The Trade Partner may not assign this Agreement without Lavender River's prior written consent. Any attempted assignment without consent is void.

**Notices.** All notices under this Agreement shall be in writing and sent to the email addresses on file or to the mailing addresses shown above. Email to support@lavrivllc.com is sufficient for notices to Lavender River.

**Counterparts and electronic signatures.** This Agreement may be signed in counterparts, including by electronic signature or PDF, each of which is an original and all of which together constitute one Agreement.

## 9. Signatures

By signing below, the Trade Partner acknowledges that the Trade Partner has read and understood this entire Agreement, including the per-job referral fee, the 24-month follow-on client fee, the disclosure and reporting obligations, the independent-relationship and no-agency provisions, and the indemnification of Lavender River. The Trade Partner further acknowledges that the fees owed under this Agreement are paid from the Trade Partner's own funds and shall not be passed through to the Referred Client as a line item, surcharge, or upcharge.

### LAVENDER RIVER LLC

### TRADE PARTNER

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Signature

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Signature

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Printed name

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Printed name

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Title

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