

SAVANNAH COMMUNAL LIVING LLC

TURNKEY HOME DEVELOPMENT & PROJECT MANAGEMENT AGREEMENT

Effective Date: _____, 20

Agreement No.: SCL-_____

PARTIES

FACILITATOR:

Savannah Communal Living LLC

A limited liability company organized under the laws of Georgia

("Savannah Communal Living," "Facilitator," or "SCL")

PROGRAM SPONSOR:

The Mackhouse Boarding Center

A nonprofit organization (501(c)(3) application pending)

("Sponsor" or "TMBC")

CLIENT:

Name: _____

Address: _____

City, State, Zip: _____

Phone: _____ Email: _____

("Client" or "Applicant")

RECITALS

NOTICE: This Agreement is for "Full-Service Turnkey" development.

WHEREAS, Savannah Communal Living LLC provides home development advisory/consulting services and project management support to clients pursuing modular housing and related development projects;

WHEREAS, The Mackhouse Boarding Center sponsors and supports community housing programs designed to serve low-income individuals, homeless persons, and seniors in need of stable housing;

WHEREAS, Client seeks assistance with site feasibility review, permitting support coordination, and administrative document preparation for lender submission and/or project readiness;

WHEREAS, Jerold Mack is a Licensed Florida Real Estate Sales Associate, and all real estate brokerage activities (if any) are conducted through **Savannah Communal Living Real Estate Brokerage LLC** under the supervision of a Licensed Qualifying Broker;

WHEREAS, Savannah Communal Living LLC is **NOT** a licensed Mortgage Broker or Loan Originator and does not negotiate loan terms, and any "loan facilitation" services are strictly administrative document organization and file correction;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

ARTICLE I: SCOPE OF SERVICES

1.1 Expanded Scope of Services (Turnkey)

Consultant shall act as the Lead Project Manager for the Client's modular home acquisition. This includes:

- **Land Acquisition Support:** Identifying suitable lots for purchase and coordinating the real estate offer via Savannah Communal Living Real Estate Brokerage LLC.
- **Site Infrastructure Management:** Coordinating and overseeing all site preparation, including but not limited to: land clearing, septic/well installation, electrical grid hookup, and foundation pouring.
- **Permit & Entitlement Management:** Managing the entire permitting process with county/city departments.
- **Build Oversight:** Acting as the Client's representative to the modular home manufacturer and installers to ensure FBC compliance and timeline adherence.

1.2 Financial Integration & Fee Protection

2.1 ROLLING FEES INTO LOAN: Client acknowledges and agrees that the **5.0% Development Advisory Fee** is a professional service fee for project management.

2.2 LENDER DISCLOSURE: To ensure legal compliance, Consultant and Client shall disclose this fee to the mortgage lender. The fee is to be included in the total "Project Cost" and shall be reflected on the **Closing Disclosure (CD)** or **Settlement Statement**.

2.3 PROTECTION OF FEE: Client agrees that this fee is earned for professional coordination and shall not be withheld due to lender-imposed "seller concession" limits unless specifically agreed upon in writing.

1.3 Developer Disclosure (No Contracting License)

3.1 NO LICENSED CONTRACTING: Client acknowledges that Consultant is a **Project Manager/Developer**, not a licensed General Contractor (GC). All structural work, electrical, and plumbing will be performed by third-party licensed contractors or the modular manufacturer's certified installers.

3.2 OWNER-DEVELOPER ROLE: Where Consultant is finding land for the Client, Consultant acts as a **Real Estate Sales Associate** under the supervision of a Qualifying Broker.

1.4 Site Prep Contingencies

Client understands that site preparation costs (septic, well, clearing) are estimates. Any "overages" required by the county or unexpected site conditions will be added to the turnkey loan package as a change order.

ARTICLE II: CLIENT OBLIGATIONS

2.1 Accurate Information

Client agrees to:

- (a)** Provide truthful, accurate, and complete information regarding income, employment, credit history, assets, liabilities, and any other information requested for intake and loan application purposes.
- (b)** Promptly provide all requested documentation, including but not limited to: pay stubs, tax returns, bank statements, identification documents, credit reports, and employment verification letters.
- (c)** Notify Facilitator immediately of any changes to financial status, employment, or contact information during the facilitation process.

2.2 Third-Party Engagement

Client understands that:

- (a)** Savannah Communal Living acts solely as a facilitator and coordinator; Client is ultimately responsible for engaging directly with lenders, landlords, and housing providers.
- (b)** Client must review and sign all loan agreements, lease agreements, and housing contracts independently or with the advice of independent legal counsel.
- (c)** Facilitator is not a party to any loan, lease, or purchase agreement executed between Client and third parties.

2.3 Compliance with Third-Party Requirements

Client agrees to cooperate with all reasonable requests from third-party lenders, landlords, and housing providers, and to comply with all application requirements, deadlines, and conditions imposed by such third parties.

ARTICLE III: CONSULTING FEES

3.1 Project Development Fee

Client agrees to pay a fee of **2.7% to 5.0%** (as specified in the Fee Addendum) for the successful "turnkey" organization of the development project.

3.2 Payment

Fees are earned upon the completion of the "Lender-Ready" file or at the closing of the real estate transaction.

ARTICLE IV: TERM & TERMINATION

4.1 Term

This Agreement shall commence on the Effective Date and remain in effect until:

- (a) Services are completed and all fees are paid in full; or
- (b) The Agreement is terminated pursuant to Section 4.2.

4.2 Termination

(a) By Client:

Client may terminate this Agreement at any time by providing written notice to Facilitator. Upon termination by Client:

- Client remains responsible for payment of the \$50 non-refundable administrative fee
- If services have been substantially performed (application submitted, lender/landlord engaged), Client may owe a pro-rated facilitation fee based on work completed
- No refund of fees paid for services already rendered

(b) By Facilitator:

Facilitator may terminate this Agreement if:

- Client fails to provide required documentation after reasonable notice (15 days)
- Client provides false or misleading information
- Client fails to pay fees when due
- Client engages in conduct that violates this Agreement or applicable law

(c) Effect of Termination:

Upon termination, Facilitator shall deliver to Client all documents and materials submitted by Client (copies may be retained for recordkeeping purposes).

ARTICLE V: REPRESENTATIONS, WARRANTIES & DISCLAIMERS

5.1 No Guarantee of Approval

Facilitator **DOES NOT GUARANTEE** that:

- Client will be approved for a loan
- Client will secure housing or rental placement
- Any particular interest rate, loan terms, or rental price will be obtained

All loan approvals, lease acceptances, and housing placements are at the sole discretion of third-party lenders, landlords, and housing providers based on Client's qualifications and their internal criteria.

5.2 Independent Contractor Status

Savannah Communal Living is an independent contractor and is not an agent, employee, or representative of any lender, landlord, housing authority, or government agency. Facilitator has no authority to bind any third party or make commitments on behalf of any third party.

5.3 No Legal or Financial Advice

Facilitator does not provide legal, tax, or financial advice. Client is strongly encouraged to consult with independent legal counsel, tax advisors, or financial planners before entering into any loan agreement, lease, or real estate transaction.

5.4 Client Acknowledgment

Client acknowledges and agrees that:

- (a) Client has read and understands the terms of this Agreement.
- (b) Client is voluntarily engaging Facilitator's services and is not required to use Savannah Communal Living to apply for loans or housing.
- (c) Client understands that Savannah Communal Living is not a licensed real estate brokerage or mortgage broker.
- (d) Client will independently review and evaluate all loan documents, lease agreements, and housing contracts before signing.

ARTICLE VI: CONFIDENTIALITY & DATA PROTECTION

6.1 Confidential Information

Facilitator agrees to maintain the confidentiality of all personal, financial, and credit information provided by Client ("Confidential Information"), except:

- (a) As necessary to perform services under this Agreement (e.g., sharing documentation with lenders or landlords with Client's consent);

- (b) As required by law, court order, or government regulation;
- (c) With Client's prior written consent.

6.2 Data Use & Retention

Facilitator may retain copies of Client's documentation for recordkeeping, compliance, and program evaluation purposes. Client information will not be sold, rented, or disclosed to third parties for marketing purposes without Client's express written consent.

ARTICLE VII: LIMITATION OF LIABILITY

7.1 Limitation

To the maximum extent permitted by law, Facilitator's total liability arising out of or related to this Agreement shall not exceed the total fees paid or payable by Client under this Agreement.

7.2 No Consequential Damages

Facilitator shall not be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to lost opportunities, emotional distress, or financial losses resulting from loan denial, housing placement failure, or delays in processing.

7.3 Third-Party Actions

Facilitator is not responsible for the actions, decisions, delays, or errors of third-party lenders, landlords, housing providers, credit bureaus, or government agencies.

ARTICLE VIII: INDEMNIFICATION

Client acknowledges that final loan and permitting decisions are made by third-party government agencies and lenders. Consultant is held harmless for any delays or denials caused by external factors.

ARTICLE IX: DISPUTE RESOLUTION

9.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to conflicts of law principles.

9.2 Mediation

In the event of any dispute arising under this Agreement, the parties agree to first attempt to resolve the dispute through good-faith mediation before a neutral mediator mutually agreed upon by the parties. The costs of mediation shall be shared equally.

9.3 Venue

Any legal action arising from this Agreement shall be brought exclusively in the state or federal courts located in Chatham County, Georgia.

ARTICLE X: GENERAL PROVISIONS

10.1 Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral, relating to the subject matter hereof.

10.2 Amendments

No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.

10.3 Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

10.4 Waiver

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or the right to enforce it in the future.

10.5 Notices

All notices required under this Agreement shall be in writing and delivered to the addresses set forth in the preamble, or to such other addresses as may be designated by written notice.

10.6 Assignment

Client may not assign or transfer this Agreement without the prior written consent of Facilitator. Facilitator may assign this Agreement to an affiliated entity or successor organization with notice to Client.

10.7 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic signatures shall be valid and binding.

ARTICLE XI: PROGRAM SPONSORSHIP & COMMUNITY BENEFIT

11.1 Non-Profit Sponsorship

This facilitation program is sponsored and supported by **The Mackhouse Boarding Center**, a non-profit organization dedicated to providing affordable housing solutions and community support ser-

vices to underserved populations. A portion of facilitation fees may be used to support The Mackhouse Boarding Center's charitable mission and housing programs.

11.2 Community Investment

By participating in this program, Client contributes to the sustainability of community-based housing initiatives that benefit low-income individuals, homeless persons, and seniors seeking stable housing.

SIGNATURES

By signing below, the parties acknowledge that they have read, understood, and agree to be bound by the terms and conditions of this Agreement.

CLIENT:

Signature: _____ Date: _____

Printed Name: _____

CONSULTANT: _____ (Jerold Mack, CEO)

CLIENT: _____ (Printed Name)

EXHIBITS

EXHIBIT A: CLIENT INTAKE FORM

(Attached separately)

EXHIBIT B: REQUIRED DOCUMENTATION CHECKLIST

(Attached separately)

EXHIBIT C: FEE CALCULATION WORKSHEET

(Completed upon service completion)

END OF AGREEMENT

Document Prepared By:

The Mackhouse Boarding Center Legal Department

Date: February 16, 2026

This is a legally binding contract. Client is advised to review this Agreement carefully and consult with independent legal counsel before signing.