

**STANLEY MARTIN CUSTOM HOMES, LLC
SERVICES AGREEMENT**

THIS SERVICES AGREEMENT (the “Agreement”) is hereby entered into as of this _____, by and between Stanley Martin Custom Homes, LLC (“SMCH”), and _____ (Customer).

RECITALS:

SMCH is in the business of constructing custom homes on real property

Customer desires to understand the feasibility in hiring SMCH as a contractor for Customer’s home construction as more particularly described herein. Customer is not obligated to purchase a home form SMCH, and Customer shall be refunded the retainer less any costs or SMCH fees as referenced in Section I, item b.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual rights and obligations hereunder, the undersigned hereby agrees as follows:

Scope of Work: SMCH shall provide the following services after receiving Customer’s written authorization

- | | |
|--|----------------------|
| 1. SMCH to visit property | \$500/property |
| 2. Customer to provide copy of plat | By Customer |
| 3. SMCH provide sketches | \$150/hour |
| 4. Third Party Services, such as but not limited to: | |
| a. Soil Study | Fee to be determined |
| b. Re-zoning and Special Use Permits | Fee to be determined |
| c. RPA, Floodplain or Wetlands analysis | Fee to be determined |
| d. Adequate outfall | Fee to be determined |
| e. Setback, Bulk plain, Block Studies, Lot Coverage | Fee to be determined |

I) Retainer of \$2,500

- a. SMCH shall credit SMCH Fees approved by Customer toward the sales price of a new home provided - (i) Customer enters into a New Custom Home Agreement with SMCH, and (ii) SMCH acts as the contractor for the purposes of constructing a new custom home

- b. If Customer terminates this agreement as referenced in section III, SMCH shall return the retainer less the following fees i) third party fees, ii) design/sketch fees and iii) site visit fee
- c. Customer is under no obligation to purchase a home from SMCH

II) Billing and Payments

SMCH shall invoice Customer on the 15th day of each month. Payment is due within 15 days from date of invoice. Payments due SMCH under this Agreement shall bear interest at the rate of 1.5% per month until paid, commencing thirty (30) days after billing. Customer will promptly notify SMCH of any billing that is not approved for payment.

III) Termination

This Agreement may be terminated by either party upon five (5) days written notice, should one party fail substantially to perform in accordance with its terms, through no fault of the other. In the event of termination, SMCH refund the retainer less any fees or expenses approved by customer up to the termination date. SMCH shall also be reimbursed for any costs incurred in the collection payment including attorneys' fees and court costs. Either party may terminate this agreement at their convenience and without cause with 7 days written notice

IV) Change in Scope of Work

SMCH and Customer agree that if the Scope of Work is changed materially or if the services covered by this Agreement have not been completed within six (6) months of the date hereof, due to the actions of Customer, the amount of compensation, rates and multiples, as set forth within this Agreement, shall be subject to re-negotiation. SMCH shall receive customer's approval prior to providing any services

V) Notices

All notices, requests, demands and other communication shall be deemed to have been duly given if delivered personally or by commercial courier or by telefax, on the day delivered, to the following addresses:

To SMCH: 11710 Plaza America Drive, #1100
Reston VA 20190
Attention: Michael Schnitzer
Fax: (703) 715-9217
Telephone: (703) 964-5128

To Customer: _____ (Customer's Name)

_____ (Street)

_____ (City, State)

Email: _____

Telephone: _____

Or at any other address as may be given by either party to the other party by notice in writing pursuant to the provisions of this Paragraph

Governing Law This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

Severability The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity or enforceability of the other provisions hereof.

Entire Agreement This Agreement represents the entire agreement between the parties hereto and to the extent inconsistent therewith, supersedes all other prior agreements, representations and covenants, oral or written.

Binding Effect This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns, provided that Customer shall not have the right to assign this Agreement or delegate its duties hereunder without the prior written consent of SMCH.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

SMCH: STANLEY MARTIN CUSTOM HOMES, LLC

Date: _____ By: _____

Michael Schnitzer, President

CUSTOMER:

Date: _____ By: _____