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construction escrow simplified

Escrow Wallet — Fee & Subscription Terms

Multi-payee construction escrow

Incorporates the BuildSafe General Escrow Terms in full

These Fee & Subscription Terms (these "Terms") are issued by Build Safe Escrow, LLC, a Florida limited liability company operating as BuildSafe ("BuildSafe" or "Escrow Agent"), and apply to each party that opens or funds an Escrow Wallet (the "Client" or "Funding Party"), as identified in the applicable Escrow Instructions. By executing the Escrow Instructions or funding an Escrow Wallet, the Client acknowledges and agrees to these Terms. BuildSafe's General Escrow Terms are incorporated into these Terms by reference; together with the project's Escrow Instructions, they govern the escrow itself. These Terms govern fees and the Escrow Wallet subscription.

1. Fee Schedule

(a) Set-Up Fee / Included Payments. Client shall pay a flat fee of **$495.00**, due at initial funding of the Escrow Wallet. This fee covers the first five (5) milestone payments disbursed from the Escrow Wallet, to any payee or payees. The Escrow Wallet may be funded in stages; the Set-Up Fee covers the first five (5) milestone payments whenever made, and each disbursement is subject to sufficient escrowed funds being on deposit at the time of release.

(b) Additional Milestone Payments. Each milestone payment after the first five (5) incurs a supplemental fee of **$99.00** per payment. Consistent with the General Escrow Terms, BuildSafe is not obligated to process an additional disbursement until the applicable fee is paid or Client has authorized its deduction from escrowed funds.

(c) Escrow Wallet Subscription. The Escrow Wallet requires an active subscription, applying from the opening of the Escrow Wallet, of **$199.00 per month**, which permits unlimited payees on the wallet.

2. Subscription Terms

(a) Billing. The subscription is billed monthly in advance to the payment method on file in the BuildSafe portal, beginning on the date the Escrow Wallet is first funded, and renews automatically each month.

(b) Continuity. The subscription continues until the Escrow Wallet is closed under Section 5, and is payable whether or not disbursement activity occurs in a given month. Partial months are not prorated and paid subscription fees are non-refundable.

(c) Suspension for Non-Payment. If any fee or subscription payment is more than ten (10) days past due, BuildSafe may suspend disbursement processing on the Escrow Wallet until paid, and may deduct unpaid amounts from escrowed funds where the Escrow Instructions permit. Past-due amounts may accrue a late charge of 1.5% per month or the maximum permitted by law, whichever is less.

(d) Fee Changes. BuildSafe may adjust the monthly subscription rate on thirty (30) days' written notice; the new rate applies from the next billing cycle. The rates in Section 1 are locked for this project's first six (6) months.

(e) Non-Contingency. All fees are payable by Client and are not contingent on the outcome of any underlying project, dispute, or regulatory matter.

3. Limited Role of BuildSafe

BuildSafe acts solely as a neutral stakeholder as described in the General Escrow Terms. Without limiting those Terms, BuildSafe does not verify, certify, or guarantee any party's compliance with applicable law — including without limitation New Jersey soil, fill, or environmental regulations — and confirms only that required documents have been submitted, not that they are genuine, accurate, or complete. BuildSafe provides no legal, tax, accounting, or investment advice.

4. Conditions

BuildSafe's obligations are conditioned on receipt of: (i) the Client's acknowledgment of these Terms (including by execution of the Escrow Instructions); (ii) a completed intake form; (iii) fully executed Escrow Instructions signed by all parties in interest; and (iv) completion of identity verification (KYC/AML) through the BuildSafe portal. All funding, milestone approvals, and disbursements are made exclusively through the BuildSafe platform per the General Escrow Terms.

5. Term and Closure

These Terms apply from the opening of the Escrow Wallet and continue until the Escrow Wallet is closed. The Escrow Wallet closes upon the earliest of: (i) full disbursement of all escrowed funds under the Escrow Instructions; (ii) closure in accordance with the General Escrow Terms; or (iii) the outside date, if any, set forth in the Escrow Instructions, after which remaining funds are handled as provided in the Escrow Instructions and General Escrow Terms or as required by applicable law. Fees and subscription charges accrued through closure remain payable.

6. General

Matters relating to the escrow process and BuildSafe's duties are governed by the laws of the State of Florida, consistent with the General Escrow Terms. These Terms may be supplemented or varied for a specific project only in the applicable Escrow Instructions or a writing signed by BuildSafe and the Client. If any provision is held unenforceable, the remainder continues in effect. In the event of a conflict between these Terms and the General Escrow Terms regarding fees or the subscription, these Terms control.

Acknowledgment. No separate signature of these Terms is required. The Client acknowledges and agrees to these Terms by executing the Escrow Instructions for the applicable project or by funding the Escrow Wallet, whichever occurs first.