



Terms and Conditions

IMPROVENET MEMBER NETWORK TERMS AND CONDITIONS

As a condition of joining the ImproveNet Member Network you as a Member acknowledge, accept, and agree to the ImproveNet Member Network Terms and Conditions ("Terms and Conditions") set forth below.

Independent Contractor:

You as a Member shall perform all projects as an independent contractor and not as an agent, employee, or partner of ImproveNet. Nothing in the Application or in the Terms and Conditions shall be construed to create any partnership, agency, joint venture or other fiduciary relationship. Nothing in the relationship of ImproveNet with any Homeowner shall be construed to create any agency, partnership, joint venture, employer-employee or franchisor-franchisee relationship.

Member Subscription to the ImproveNet Member Network: You as a "Member", in joining the ImproveNet Member Network (defined below), agree to answer completely, accurately and truthfully all information requested in the online Application (the "Application"). You as the Member agree to update all information displayed in your listing for the ImproveNet Member Network, as necessary, to assure that the information is complete, accurate and truthful at all times. You as the Member represent and warrant to be qualified to perform certain services and trades in the design and/or construction of consumer home improvement projects and/or repairs as indicated in the online Application. In addition, you as a Member have made certain representations and warranties regarding (i) your experience, (ii) your bonding capacity for your work, (iii) your licensing in jurisdictions where you do business as required by law, and (iv) your general liability and worker's compensation insurance coverage in amounts required by law or as otherwise determined by ImproveNet. You acknowledge that ImproveNet expressly relies on these representations and warranties in its decision to accept your application to join the ImproveNet Member Network. In business dealings with you, ImproveNet will rely on the express or apparent authority of your representatives to make decisions.

ImproveNet Member Network and Homeowner Projects:

ImproveNet, Inc. ("ImproveNet") owns and operates a member network of service providers, each known as a "Member" (of the "ImproveNet Member Network"), accessible through its websites, improvenet.com, improvenetpro.com and 1800contractors.com (the "Websites"), and via its telephone numbers 1-888-777-2212 and 1-800-CONTRACTOR (1-800-266-8722) (the "Numbers") for use by service requesters (each a "Homeowner") who are planning home improvement projects and/or repairs. Homeowners may log onto or otherwise access the Websites to submit to submit their home improvement project for Member referrals or call the Numbers to review information about local Members that may be suited for home improvement projects and/or repairs being considered by the Homeowner (each a "Homeowner Project"). ImproveNet makes no representation or warranty as to the number or content of Homeowner contacts that you may receive through the ImproveNet Member Network. When a Homeowner Project is received by you as a Member, contact with the Homeowner must be initiated within one business day of receiving confirmation of the Homeowner Project. Homeowner Projects may not be transferred, assigned, or given to anyone except the Member receiving the Homeowner Project. You as a Member agree that ImproveNet may contact you from time to time via fax, email, Internet or telephone with regard to your participation in the ImproveNet Member Network and permission for such contact is expressly granted and the contact shall not be deemed to be unsolicited.

Liability Insurance and Worker's Compensation Insurance:

At the time of submission of your Application to join the ImproveNet Member Network, you represent and warrant that you have comprehensive general liability insurance with the minimum amounts of coverage for the particular trade, as designated by ImproveNet in its sole discretion, or as otherwise required by applicable state laws. You agree to name ImproveNet as an additional insured. The insurance policy is to remain in force for the duration of your membership in the ImproveNet Member Network. You agree to provide confirmation of renewed coverage of general liability insurance no later than 10 days prior to the expiration of such insurance policy. At the time of submission of your Application to join the ImproveNet Member Network, you represent and warrant that you have Worker's Compensation Insurance if required by the law of your state. You agree to provide confirmation of renewed coverage of Worker's Compensation insurance no later than 10 days prior to the expiration of such insurance policy. Certificates of insurance evidencing coverage designated by ImproveNet is to be delivered to ImproveNet within 14 days of the approval of your application. Failure to provide certificates of insurance or to maintain insurance consistent with ImproveNet requirements will suspend your receipt of Homeowner Projects from ImproveNet until corrected or in ImproveNet's sole discretion, terminate your participation in the ImproveNet Member Network.

**Please Fax Completed Application, Copy of Applicable License & Insurance Information to
1-866-851-8706. Questions? Call 1-888-777-2212**



Terms and Conditions

Licenses:

As a Member you must provide proof of current licenses for all jurisdictions and trades for services you intend to perform. At the time of submission of your Application to join the ImproveNet Member Network, you represent and warrant that you have licenses for all jurisdictions and trades for services you intend to perform. You agree to provide confirmation of renewed licensing for all jurisdictions and trade services you intend to perform no later than 10 days prior to the expiration of such licenses. Evidence of proper licensing is to be delivered to ImproveNet within 14 days of the approval of your application. Failure to provide evidence of licensing or to maintain licensing consistent with ImproveNet requirements will suspend your receipt of Homeowner Projects from ImproveNet until corrected or in ImproveNet's sole discretion, terminate your participation in the ImproveNet Member Network.

Credit Checks:

Your credit report may be periodically reviewed and checked through a nationally recognized credit-reporting agency, Dun & Bradstreet and Better Business Bureau or a background check bureau. You expressly grant permission to ImproveNet and consent to each request and review of your records from entities listed above. Failure to maintain credit, criminal or legal status consistent with ImproveNet requirements will suspend your receipt of Homeowner Projects from ImproveNet until corrected or in ImproveNet's sole discretion, terminate your participation in the ImproveNet Member Network.

Subcontractors:

Any subcontractor of the Member must satisfy the same insurance and licensing requirements designated by ImproveNet for the Member.

Performance Standards and Cooperation with Homeowners:

Member is responsible for all supervision, schedules, budgets, labor, equipment, materials and supplies for projects contracted from any Homeowner Project. Member is to perform all jobs in a workmanlike manner consistent with the highest prevailing standards for work of a similar nature in accordance with applicable laws, governmental permits, codes, safety regulations and procedures. Member must be adequately equipped, organized, and financed to perform any home improvement project or repairs for which it contracts. Member agrees to cooperate fully with the Homeowner of each Homeowner Project received by Member regarding such Homeowner's investigation and review of Member prior to hiring Member for a home improvement project.

Ethics:

You as a Member must maintain a high standard of honesty, integrity, and responsibility in the conduct of your business while participating in the ImproveNet Member Network.

Service Requester Contract:

You as a Member shall have a written agreement with each Homeowner before commencement of a project and shall only perform work within the trades identified on the Application to join the ImproveNet Member Network.

Applicable Law:

The Application is subject to approval by ImproveNet in its sole discretion. The validity, construction, and performance of the Application and the Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Arizona without regard to the principles of conflicts of law, as if performance was made entirely within the State of Arizona.

Dispute Resolution:

You as a Member and ImproveNet agree that for any claim or controversy arising out of, under, or related to the Application or the Terms and Conditions, for any breach thereof or any causes of action or claims the parties have with respect thereto, where the claim or controversy cannot be resolved informally, the parties agree to use the alternate dispute resolution procedure of mediation in accordance with the Commercial Mediation Rules of the American Arbitration Association followed, if necessary, by binding, non-appealable arbitration administered in Phoenix, Arizona. In the event the parties must resolve a claim or controversy by arbitration then such arbitration proceeding shall be before a single arbitrator agreeable to both parties under the then current commercial rules of the American Arbitration Association. If the parties cannot agree on an arbitrator within sixty (60) days after a demand for arbitration has been requested in writing by either of them, then arbitration shall proceed before a single arbitrator appointed by the American Arbitration Association under its then current commercial rules. Such arbitrator shall have experience in the construction industry and shall be either a business executive or a lawyer who has participated previously in arbitration or dispute resolution proceedings. Any arbitration shall consist of not more than three (3) days of hearings all of which shall occur within sixty days after the arbitrator has been selected.

The discovery permitted in any arbitration shall be limited as follows: either party shall have the right to take up to five days combined of deposition testimony (eight hour days) from the other party's percipient witnesses (those

**Please Fax Completed Application, Copy of Applicable License & Insurance Information to
1-866-851-8706. Questions? Call 1-888-777-2212**



Terms and Conditions

witnesses who are listed by a party as those persons which the party intends to call on its behalf in the arbitration.) A party shall list all such witnesses and send such list to the other party within ten (10) days after the arbitrator has been selected and/or those witnesses who are third parties who may not participate in the arbitration. Any deposition session lasting more than four hours shall count as an eight hour day. All such discovery shall occur prior to the first arbitration hearing date. All hearing days for any arbitration shall occur within two weeks after the first day of such hearing. The arbitrator shall issue a written decision with findings of fact and reason for his (her) decision within two weeks after the final hearing date. The prevailing party may be awarded attorneys fees by the arbitrator. The arbitration award shall be specifically enforceable, and judgment upon any award rendered pursuant to the arbitration may be entered in any court with jurisdiction over the parties and subject matter of the dispute. Either

party may seek injunctive relief (temporary, preliminary and/or permanent) in a court of law for any breach by either party of the other's proprietary rights or breach of a party's non-disclosure obligations as set forth herein. The arbitrator shall have no right to award punitive damages or any equitable relief of any kind. Either party, before or during any arbitration, may apply to a court having jurisdiction for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interests pending completion of the arbitration proceeding. Neither party nor the arbitrator may disclose the existence or results of any arbitration hereunder without prior written consent of both parties. No arbitration proceeding or legal action, regardless of its form, relating to or arising out of the Application or the Terms and Conditions, may be brought by either party more than one (1) year after the cause of action first accrued.

Notwithstanding the forgoing, the provisions of this Dispute Resolution section regarding the requirement for the alternate dispute resolution procedure of mediation followed by binding arbitration and the limited time during which such proceeding or legal action may be brought, shall have no application to ImproveNet in the collection of unpaid Subscription Fees from you as a Member. Mediation or arbitration may be utilized but will not be required for actions by ImproveNet to collect Subscription Fees. ImproveNet may pursue any lawfully means for the collection of Subscription Fees at any time of its choosing not barred by the applicable statute of limitations. You as a Member acknowledge and consent to the jurisdiction of the county, state and federal courts sitting in Maricopa County, Arizona for the collection of unpaid Subscription Fees and agree that any process, notice, motion or other application to a court or judge sitting in Maricopa County, Arizona may be served outside the State of Arizona by registered or certified mail or by personal service so long as the method used provides a reasonable time for appearance.

Fees and Payments:

Under the ImproveNet Member Network, there are several benefits provided for which you as a Member is obligated to pay us a fee. ImproveNet charges monthly subscription fees to you as a Member for the various programs offered for the ImproveNet Member Network upon your participation and listing in the ImproveNet Member Network regardless of whether you receive any Homeowner Projects (the "Subscription Fees") In addition, ImproveNet charges fees for Homeowner Projects for which you confirm your acceptance regardless of whether you are successfully selected for the project (each a "Project Fee"). The amount of the monthly Subscription Fees for the various programs offered for the ImproveNet Member Network and Project Fees are set forth in the Application. You as a Member agree to make timely payment to ImproveNet for all monthly Subscription Fees and Project Fees by authorizing the charging of your credit card. In the event you fail to make payments as agreed, ImproveNet shall be entitled to recover from you in addition to all unpaid Subscription Fees and Project Fees, all collection fees, including but not limited to reasonable attorneys fees. You as a Member represent that you have provided current information to ImproveNet regarding your credit card account number and expiration date for purposes of monthly payments of the Subscription Fees and Project Fees incurred by you for participation in the ImproveNet Member Network. You, as the Member, hereby expressly authorize us to process payment of the outstanding monthly Subscription Fees and Project Fees incurred by you when due by charging your credit card account without any additional or further notification to you. You agree to promptly provide updated credit card information to us should any of the information you previously provided change. In the event that incorrect credit card account information is provided, you agree to pay any charges that may be incurred by ImproveNet as a result of such incorrect information.

Term:

You, as a Member, agree to participate in the ImproveNet Member Network on a month-to-month basis following your acceptance of the Terms and Conditions of the ImproveNet Member Network. Either party may terminate Member's participation in the ImproveNet Member Network upon 30 days written notice to be delivered to the other party (which may be made electronically via email to contractorservices@improvenet.com).

