

Trusted Home Network Contractor Membership Agreement

Participation Agreement, Terms of Use & Liability Waiver

Our Commitment to Contractors

Trusted Home Network exists to strengthen both homeowners and the professionals who serve them.

We believe exceptional businesses are built on trust, integrity, professionalism, and continual growth. That's why every contractor participating in Trusted Home Network is invited to become part of something larger than a referral platform.

Through **The THN Trusted Standard™**, continuing education, business development resources, and a community of like-minded professionals, our mission is to help contractors build businesses that homeowners can confidently trust.

This Agreement explains how we work together and the responsibilities we each accept as members of the Trusted Home Network.

Important Notice

Before participating in Trusted Home Network, please carefully read this Agreement.

By selecting "**I Agree**," you acknowledge that you have read and accepted these Terms, including certain limitations on THN's legal responsibility.

As described throughout this Agreement, you agree to waive certain legal claims against THN, including claims arising from ordinary negligence.

Nothing in this Agreement waives claims arising from THN's gross negligence or intentional misconduct where such claims cannot legally be waived.

Agreement

This Contractor Participation Agreement becomes effective when you electronically accept these Terms.

It is entered into between **Trusted Home Network LLC (“THN”)** and the Contractor registering to participate in the Trusted Home Network.

These Terms govern your participation in the THN Platform, membership programs, business services, coaching resources, and related offerings.

1. Definitions

Claim

A **Claim** means any demand, dispute, lawsuit, arbitration, legal proceeding, liability, loss, damage, judgment, settlement, penalty, fine, expense, or attorneys’ fees arising out of or relating to this Agreement, your participation in Trusted Home Network, or your use of the THN Platform and services.

Contractor

A **Contractor** means the individual or business entity that has applied for or participates in the Trusted Home Network and has agreed to this Contractor Participation Agreement.

Membership

A **Membership** refers to the level of participation a Contractor maintains within Trusted Home Network. Membership may include access to homeowner referrals, educational resources, coaching, business development programs, technology, networking opportunities, and other services offered by THN. Membership benefits may vary depending on the plan selected and may be updated by THN from time to time.

Platform

The **Platform** means the Trusted Home Network website, mobile application, software, communications, technology systems, and any related services, tools, content, or features provided by THN.

The THN Trusted Standard™

The THN Trusted Standard™ is Trusted Home Network's contractor qualification and participation standard.

As part of the Standard, THN may review information such as current licensing, insurance, criminal background information, business reputation, customer reviews, references, years in business, and other information THN believes is appropriate as part of its review.

The THN Trusted Standard™ also reflects a Contractor's commitment to professionalism, ethical business practices, accountability, and delivering quality service to homeowners.

Completion of **The THN Trusted Standard™** indicates that a Contractor has participated in THN's review process. It is **not** a certification, warranty, guarantee, endorsement, or representation regarding future performance, workmanship, financial condition, legal compliance, or suitability for every project.

2. Becoming a THN Contractor

Trusted Home Network exists to connect homeowners with independent contractors who share our commitment to professionalism and customer service.

Participation in THN begins by completing **The THN Trusted Standard™**.

The Standard helps homeowners identify contractors who have participated in THN's review process and agreed to operate according to THN's expectations.

The THN Trusted Standard™

The THN Trusted Standard™ may include review of:

- Licensing
- Insurance
- Criminal background information
- Business reputation
- Customer reviews
- References
- Other information THN believes appropriate

THN may modify or enhance this Standard as the organization grows.

Annual Renewal

Contractors generally renew participation annually.

THN may suspend or remove contractors that no longer satisfy participation requirements.

Membership Benefits

Depending upon the membership selected, contractors may receive access to:

- Homeowner referrals
- Business Growth Academy
- Leadership development
- Business coaching
- Marketing resources
- Educational content
- Community events
- Other THN services

Membership benefits may change over time as THN continues improving its services.

Membership Does Not Guarantee Referrals

Participation in Trusted Home Network does **not** guarantee:

- Referrals
- Leads
- Sales
- Revenue
- Project awards
- Geographic exclusivity
- Business growth

THN cannot guarantee homeowner purchasing decisions.

Homeowners remain free to choose any contractor they wish.

3. Contractor Responsibilities

Contractors remain fully responsible for operating their businesses.

This includes responsibility for:

- Licensing

- Insurance
- Employees
- Taxes
- Permits
- Safety
- Legal compliance
- Contracts
- Warranties
- Customer satisfaction

Contractors are independent businesses.

Nothing in this Agreement creates employment, partnership, agency, franchise, or joint venture.

Professional Standards

Contractors agree to:

- Treat homeowners honestly and respectfully.
- Respond promptly to homeowner inquiries.
- Maintain professional communication.
- Perform work consistent with applicable laws.
- Honor written agreements.
- Maintain required licensing and insurance.
- Notify THN of material changes affecting eligibility.

Membership Fees

Participation in Trusted Home Network requires payment of the membership fees associated with your selected membership level.

Membership fees help support:

- Operation of the THN Platform
- Administration of **The THN Trusted Standard™**
- Contractor education and coaching
- Homeowner support services
- Technology improvements
- Ongoing development of the Trusted Home Network

Membership fees are due according to the payment terms selected during enrollment.

Failure to maintain payments may result in suspension or termination of membership benefits until the account is brought current.

4. Understanding the Relationship

Trusted Home Network exists to connect homeowners with independent contractors while providing resources that help contractors build stronger businesses.

Although THN may provide referrals, education, coaching, technology, marketing resources, and other membership benefits, each Contractor remains an independent business that is solely responsible for its own operations and decisions.

Participation in Trusted Home Network is intended to create opportunity—not employment, partnership, or agency.

Independent Business Relationship

As a participating Contractor, you acknowledge and agree that:

- You operate an independent business.
- You control your own pricing, scheduling, estimates, contracts, warranties, and business decisions.
- You determine which projects you accept or decline.
- You are solely responsible for your employees, subcontractors, vendors, and representatives.
- You are responsible for complying with all applicable federal, state, and local laws.

Nothing in this Agreement creates an employment relationship, partnership, joint venture, franchise, agency, fiduciary relationship, or similar legal relationship between you and Trusted Home Network.

Homeowner Relationships

Any agreement for services is entered into solely between you and the homeowner.

Trusted Home Network is **not** a party to those agreements and assumes no responsibility for:

- Estimates
- Contracts
- Pricing
- Deposits
- Payment collection
- Change orders
- Warranties
- Project management
- Completion of work

- Disputes between contractors and homeowners

You remain solely responsible for fulfilling your contractual obligations to your customers.

5. Membership Expectations

Trusted Home Network is committed to maintaining a network built on professionalism, trust, and service.

As a participating Contractor, you agree to uphold these values throughout your membership.

You agree to:

- Conduct business honestly and ethically.
- Treat homeowners with professionalism and respect.
- Communicate promptly and courteously.
- Perform work in accordance with applicable laws and industry standards.
- Maintain all required licenses and insurance.
- Promptly notify THN of any material change affecting your eligibility to participate in **The THN Trusted Standard™**, including changes to licensing, insurance, ownership, or legal status.
- Cooperate with reasonable requests for updated information during annual renewals.

Failure to meet these expectations may result in suspension or termination of your participation in Trusted Home Network.

6. No Guarantee of Business Opportunities

Trusted Home Network is committed to helping contractors grow their businesses.

However, participation in THN does **not** guarantee:

- Referrals
- Leads
- Sales
- Revenue
- Profits
- Project awards
- Geographic exclusivity
- Business growth

- Return on investment

Homeowners remain free to hire any contractor they choose, whether or not that contractor participates in Trusted Home Network.

The number, timing, and value of referrals may vary based upon homeowner demand, contractor availability, geographic location, contractor responsiveness, membership level, market conditions, and other factors beyond THN's control.

Marketing & Educational Services

THN may provide marketing support, educational resources, coaching, consulting, networking opportunities, business development programs, and other membership benefits.

These services are intended to support your professional growth.

However, THN does not guarantee that participation in these programs will produce any particular business outcome or financial result.

7. Release of Liability

Trusted Home Network provides a platform, educational resources, and contractor support services.

THN does not operate your business or control your daily business decisions.

Accordingly, to the fullest extent permitted by Florida law, you voluntarily release and agree not to bring legal claims against Trusted Home Network, its owners, officers, directors, employees, managers, affiliates, representatives, successors, or assigns ("Released Parties") for Claims arising out of or relating to:

- Your participation in Trusted Home Network.
- Your use of the THN Platform.
- Your Membership.
- **The THN Trusted Standard™.**
- Marketing services.
- Educational or coaching services.
- Homeowner referrals.
- Communications facilitated through the Platform.
- Decisions made by homeowners regarding whether to hire you.
- Suspension or removal from the THN network in accordance with this Agreement.

Waiver of Certain Negligence Claims

You understand and agree that this release includes Claims arising from the ordinary negligence of THN or the Released Parties, to the fullest extent permitted by Florida law.

Nothing in this Agreement releases or waives Claims arising from THN's gross negligence or intentional misconduct where such Claims cannot legally be waived.

8. Indemnification

You agree to indemnify, defend, and hold harmless the Released Parties from any Claims, damages, liabilities, judgments, settlements, expenses, or reasonable attorneys' fees arising out of or relating to:

- Your business operations.
- Your services performed for homeowners.
- Your employees or subcontractors.
- Your contracts with homeowners.
- Your breach of this Agreement.
- Your violation of applicable laws.
- Information or materials you submit through the THN Platform.
- Your negligence, gross negligence, or intentional misconduct.

THN may assume the defense of any matter covered by this provision, and you agree to reasonably cooperate in that defense.

9. Platform & Membership Disclaimers

Trusted Home Network continually works to improve its Platform and services.

However, the Platform, Membership, educational resources, marketing services, coaching programs, communications, and other THN services are provided on an “**as is**” and “**as available**” basis.

While THN strives to provide accurate information and uninterrupted service, we cannot guarantee that the Platform or services will always be available, error-free, uninterrupted, or suitable for every Contractor.

Educational Resources

Business coaching, consulting, educational materials, and other professional development resources are provided for informational purposes only.

Each Contractor remains solely responsible for determining how to apply those resources within their own business.

THN makes no guarantee that participation in educational programs or coaching services will result in increased revenue, profitability, operational improvements, or business success.

10. Limitation of Liability

To the fullest extent permitted by Florida law, and subject to the exceptions described in this Agreement, THN and the Released Parties shall not be liable for indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or relating to this Agreement or your participation in Trusted Home Network.

This includes damages such as:

- Lost revenue
- Lost profits
- Lost business opportunities
- Loss of goodwill
- Loss of data
- Business interruption
- Increased operating expenses
- Similar indirect or consequential losses

These limitations apply regardless of the legal theory asserted.

Maximum Liability

Except where prohibited by law, and except for Claims arising from THN's gross negligence or intentional misconduct, THN's total aggregate liability arising from this Agreement shall not exceed **Five Hundred Dollars (\$500.00)**.

Why These Provisions Exist

Trusted Home Network is built on relationships—not guarantees.

Our role is to connect homeowners with independent professionals, provide resources that encourage business growth, and administer **The THN Trusted Standard™** in a fair and consistent manner.

Contractors remain responsible for operating their own businesses, and homeowners remain responsible for selecting the contractor they believe is best for their project.

These provisions help define those roles so that everyone can participate with clear expectations and confidence.

11. Governing Law & Dispute Resolution

Trusted Home Network believes that strong relationships and open communication resolve most concerns before they become disputes. If a disagreement cannot be resolved informally, the following provisions explain how legal disputes will be handled.

Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the **State of Florida**, without regard to its conflict of law principles.

Binding Arbitration

Except where prohibited by law, any dispute, claim, or controversy arising out of or relating to this Agreement, your Membership, or your participation in Trusted Home Network shall be resolved exclusively through **binding arbitration** rather than through litigation in court.

Arbitration shall be administered by the **American Arbitration Association (AAA)** in accordance with its applicable commercial arbitration rules.

The **Federal Arbitration Act** governs the interpretation and enforcement of this arbitration provision.

Individual Claims Only

You and THN agree that any legal claim must be brought solely in an individual capacity.

Neither party may participate in any class action, representative proceeding, consolidated action, or similar legal proceeding unless both parties expressly agree in writing.

Jury Trial Waiver

To the fullest extent permitted by law, both you and THN knowingly waive the right to a trial by jury for any dispute covered by this Agreement.

Venue

Any court proceeding involving enforcement of the arbitration provision or confirmation, modification, or enforcement of an arbitration award shall be brought exclusively in the state or federal courts located in **Sarasota County, Florida**.

Attorneys' Fees

In any arbitration or legal proceeding involving this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs to the fullest extent permitted by applicable law.

12. General Terms

Entire Agreement

This Agreement represents the complete understanding between you and Trusted Home Network regarding your Membership and participation in the THN Platform and supersedes all prior discussions, agreements, or understandings relating to these matters.

Severability

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

Any unenforceable provision shall be modified only to the extent necessary to preserve the original intent of the parties while making the provision enforceable.

No Waiver

THN's decision not to enforce any provision of this Agreement at any particular time does not waive our right to enforce that or any other provision in the future.

Assignment

You may not assign or transfer your rights or obligations under this Agreement without THN's prior written consent.

THN may assign this Agreement in connection with its normal business operations, including a merger, acquisition, restructuring, or sale of assets.

Updates to This Agreement

As Trusted Home Network grows and its services evolve, we may update this Agreement from time to time.

Updated versions will be posted on the THN Platform, and your continued participation after those updates become effective constitutes your acceptance of the revised Agreement.

Notices

Official notices to THN should be submitted using the contact information published on the THN Platform.

THN may provide notices to you by email, through your Member account, or through the Platform where permitted by law.

Electronic Acceptance

By creating an account, selecting "**I Agree**," renewing your Membership, or otherwise participating in Trusted Home Network where acceptance is indicated, you acknowledge that you are entering into a legally binding electronic agreement.

Your electronic acceptance has the same legal force and effect as a handwritten signature.

Survival

The provisions relating to Membership obligations, payment obligations, releases, indemnification, limitations of liability, dispute resolution, confidentiality (where applicable), and any other provisions that reasonably should survive termination shall remain in effect after this Agreement ends.

Independent Business Relationship

Nothing contained in this Agreement creates an employment relationship, partnership, joint venture, franchise, agency, fiduciary relationship, or similar legal relationship between you and Trusted Home Network.

You remain an independent business owner at all times.

13. Membership Administration & Network Standards

Trusted Home Network is committed to maintaining a professional network that homeowners can trust and contractors are proud to be part of. The following provisions describe the operational requirements of Membership.

Membership Benefits

Membership benefits vary based on the Membership level selected by the Contractor.

Depending on the Membership level, benefits may include:

- Listing within the Trusted Home Network directory
- Homeowner referral opportunities
- Access to homeowner project requests
- Access to the Business Growth Academy
- Business coaching and consulting
- Marketing resources
- Educational courses and workshops
- Networking opportunities
- Leadership development
- Business growth resources
- Technology tools and member communications
- Other services developed by THN from time to time

Trusted Home Network continually improves its services and reserves the right to modify, enhance, add, or discontinue Membership benefits as the organization evolves.

Membership Fees

Membership fees are due according to the Membership plan selected during enrollment.

Unless otherwise agreed in writing:

- Membership fees are billed in advance.
- Membership automatically renews until cancelled.
- Membership fees are non-refundable except where required by applicable law.
- Failure to maintain current payments may result in suspension or termination of Membership and access to Membership benefits.

Trusted Home Network reserves the right to change Membership pricing upon reasonable notice.

Membership Renewal

Membership remains active so long as the Contractor:

- Maintains all required licenses.
- Maintains required insurance coverage.
- Continues to satisfy **The THN Trusted Standard™**.
- Remains current on Membership fees.
- Continues to meet THN's professional expectations.

Membership may require periodic renewal and updated documentation as requested by THN.

Use of THN Name, Logo & Trademarks

While an active Member in good standing, Contractor may identify itself as a:

“Trusted Home Network Contractor”

or

“Contractor Participating in The THN Trusted Standard™”

subject to THN's branding guidelines.

Contractor may not:

- Modify THN logos or trademarks.

- Suggest ownership of or partnership with THN beyond Membership.
- Represent itself as speaking on behalf of THN.
- Continue using THN branding after Membership ends.

All THN names, logos, trademarks, service marks, and branding remain the exclusive property of Trusted Home Network.

Confidential Information

During the course of Membership, Contractor may receive confidential or proprietary information belonging to THN.

Confidential Information may include, but is not limited to:

- Homeowner information
- HOA and property management relationships
- Pricing models
- Marketing strategies
- Training materials
- Coaching resources
- Business Growth Academy content
- Technology systems
- Software
- Operational procedures
- Proprietary business methods
- Other non-public business information

Contractor agrees to protect this information and not disclose, reproduce, distribute, or use it except as reasonably necessary to participate in Trusted Home Network.

These obligations survive termination of Membership.

Intellectual Property

All materials created or provided by Trusted Home Network remain the exclusive property of THN.

This includes, but is not limited to:

- The THN name
- **The THN Trusted Standard™**
- Logos and trademarks

- Website content
- Software
- Educational courses
- Coaching materials
- Videos
- Documents
- Forms
- Business systems
- Marketing materials
- Training resources
- Business Growth Academy content

Membership grants the Contractor a limited, non-exclusive, non-transferable license to use these materials only as expressly authorized by THN.

No ownership rights are transferred to the Contractor.

Professional Performance Standards

To preserve the integrity of the Trusted Home Network, THN may periodically review a Contractor's participation in the network.

This review may consider factors including:

- Homeowner feedback
- Responsiveness
- Professional communication
- Compliance with **The THN Trusted Standard™**
- Licensing and insurance status
- Business reputation
- Complaint history
- Ethical business practices
- Cooperation with THN

The purpose of these reviews is to maintain the quality and integrity of the Trusted Home Network for the benefit of homeowners and participating contractors.

Suspension or Termination of Membership

Trusted Home Network may suspend or terminate Membership if a Contractor:

- Fails to maintain Membership fees.

- Loses required licensing or insurance.
- Provides false or misleading information.
- Engages in fraud or criminal conduct affecting business operations.
- Fails to maintain the requirements of **The THN Trusted Standard™**.
- Receives repeated or serious homeowner complaints.
- Violates this Agreement.
- Engages in conduct that materially damages the reputation or integrity of Trusted Home Network.

Whenever practical, THN will attempt to communicate concerns and provide an opportunity to resolve them before terminating Membership.

However, THN reserves the right to immediately suspend or terminate Membership for repeated or serious homeowner complaints following THN's thorough review process. Especially when it's necessary to protect homeowners, the Trusted Home Network community, or the integrity of the Platform.

Contractors may cancel Membership by providing thirty (30) days' written notice unless a different cancellation policy applies to their Membership plan.

Non-Solicitation

During Membership and for twelve (12) months following termination, Contractor agrees not to knowingly solicit for employment any THN employee or independent consultant with whom Contractor became acquainted through Trusted Home Network without THN's prior written consent.

Nothing in this provision is intended to prohibit general advertising or hiring through public job postings that are not directed toward specific THN personnel.

Contractor Covenant

Membership in Trusted Home Network is more than participation in a contractor network. It is a commitment to professionalism, integrity, continual growth, and serving homeowners with excellence.

By joining Trusted Home Network, I voluntarily commit to the following principles:

I Will Build Trust

I will conduct my business honestly, ethically, and with integrity in every interaction.

I Will Put People First

I will treat homeowners, employees, fellow contractors, suppliers, and community partners with dignity, respect, and professionalism.

I Will Pursue Excellence

I will continually improve my skills, my business, and my customer experience, recognizing that growth is an ongoing journey.

I Will Honor My Commitments

I will communicate clearly, fulfill my agreements, and take responsibility for my work.

I Will Lead with Accountability

When mistakes happen, I will respond with honesty, humility, and a commitment to make things right whenever reasonably possible.

I Will Protect the Reputation of Trusted Home Network

I understand that my actions reflect not only on my own business but also on the Trusted Home Network community. I will strive to strengthen that reputation through my conduct.

I Will Support Fellow Professionals

I believe the home service industry becomes stronger when professionals encourage one another, share knowledge, and pursue excellence together.

I Will Honor

The THN Trusted Standard™

I understand that **The THN Trusted Standard™** is more than a qualification I have completed—it is a standard I commit to uphold every day through my character, professionalism, and service to homeowners.

Electronic Acceptance

By selecting “**I Agree**,” I acknowledge that:

- ☐ I have carefully read and agree to the Trusted Home Network Contractor Membership Agreement.
- ☐ I understand that this Agreement includes important legal provisions regarding Membership, participation, releases of liability, indemnification, dispute resolution, and limitations of liability.
- ☐ I understand that Membership does not guarantee referrals, revenue, or business success.
- ☐ I understand the purpose and expectations of **The THN Trusted Standard™**.
- ☐ I voluntarily affirm **The THN Contractor Covenant** and desire to represent Trusted Home Network with integrity, professionalism, and excellence.

My electronic acceptance has the same legal force and effect as my handwritten signature.

Accepted By

Contractor/Company Name: _____

Authorized Representative: _____

Title: _____

Email Address: _____

Date: _____