

HOME & GARDEN CHAMPS LLC

SERVICE PROVIDER NETWORK PARTICIPATION TERMS AND CONDITIONS

Effective Date: [EFFECTIVE DATE]

These Service Provider Network Participation Terms and Conditions (“Terms”) form a binding agreement between Home & Garden Champs LLC, a Vermont limited liability company (“Champs”), and the business or individual accepting these Terms (“Participant”).

By signing, clicking to accept, submitting payment, entering a bid, or participating in a Champs contractor rotation, Participant confirms that Participant has read, understood, and agreed to these Terms.

This document is a business draft prepared for attorney review and is not a substitute for advice from Vermont-licensed legal counsel. See the Draft Review Notes at the end of this document for open items that should be resolved before publication.

Key Commercial Terms

Standard Rotation

- Price: \$5.00 per month, plus applicable taxes.
- Billing: Automatically renews monthly until canceled.
- Service types: One approved Primary Service.
- Default primary-service cap: Twenty Standard Participants per service type, subject to adjustment by Champs based on demand and network conditions.
- Lead order: After applicable Top Priority and Priority participants.
- Leads and jobs are not guaranteed.

Priority Rotation

- Price: \$29.00 per month, plus applicable taxes.
- Billing: Automatically renews monthly until canceled, displaced, suspended, or terminated.
- Service types: One approved Primary Service and up to one approved Secondary Service.
- Primary-service cap: Two Priority Participants per service type, excluding any Top Priority Participant.
- References, reviews, and other qualification requirements apply.
- Lead order: After applicable Top Priority participants and before Standard participants.
- Leads and jobs are not guaranteed.

Top Priority Rotation

- Capacity: Up to ten Top Priority Participants at one time.
- Term: One calendar quarter.
- Pricing: Determined through a quarterly sealed-bid process.
- Minimum quarterly bid: One dollar more than three months of the then-current Priority price. At the current Priority price of \$29.00 per month, the minimum quarterly Top Priority bid is \$88.00.
- Payment: The winning quarterly bid is paid in three monthly installments.
- Service types: One approved Primary Service and up to two approved Secondary Services.
- Primary-service cap: One Top Priority Participant per service type.
- References, reviews, and enhanced qualification requirements apply.
- Leads and jobs are not guaranteed.
- Top Priority status does not guarantee a lower-tier position after the quarter ends.

Recurring Billing Notice

STANDARD AND PRIORITY MEMBERSHIPS RENEW AUTOMATICALLY EACH MONTH AND THE PAYMENT METHOD ON FILE WILL BE CHARGED UNTIL THE MEMBERSHIP IS CANCELED, DISPLACED, SUSPENDED, OR TERMINATED. PARTICIPANT MAY CANCEL A STANDARD OR PRIORITY MEMBERSHIP BEFORE THE NEXT BILLING DATE TO PREVENT THE NEXT MONTHLY CHARGE. CANCELLATION DOES NOT GENERALLY CREATE A REFUND FOR A MONTH THAT HAS ALREADY BEGUN.

Top Priority does not renew automatically. Participant must submit and win a new bid for each quarter.

1. PURPOSE OF THE NETWORK

Champs operates a Service Provider Network intended to organize relationships among local contractors, tradespeople, service businesses, homeowners, landlords, renters, property managers, businesses, and other persons seeking home or property services.

The network may provide Participants with opportunities to:

- Be included in service-specific contractor rolodexes.
- Receive notice of potentially relevant customer requests.
- Accept or decline potential leads.
- Participate in competitive proposal or bidding opportunities.
- Be considered for projects coordinated through Champs.
- Participate in future network programs, partnerships, or benefits offered by Champs.

Participant purchases access to a defined network position and related participation privileges. Participant does not purchase a guaranteed number of leads, jobs, customers, estimates, appointments, contracts, sales, or revenue.

1A. CHAMPS SYSTEMS AND PROPRIETARY METHODS

Champs develops, licenses, operates, and uses proprietary and third-party tools, systems, workflows, processes, data structures, communications methods, qualification criteria, scoring methods, routing procedures, marketing channels, and operational resources to identify, generate, receive, document, organize, qualify, distribute, and administer Lead Opportunities.

These resources may include:

- Lead-generation systems.
- Customer-intake processes.
- Qualification questionnaires.
- Outreach and marketing systems.
- Property and project documentation methods.
- Service taxonomies.
- Contractor profiles.
- Eligibility filters.
- Matching and routing logic.
- Service-specific rolodexes.
- Rotation records.
- Performance data.
- Communication templates.
- Customer relationship management systems.
- Automated or artificial-intelligence-assisted tools.
- Internal databases.
- Third-party software and data services.
- Other processes developed or selected by Champs.

Participant acknowledges that Champs may change, replace, combine, automate, suspend, or discontinue any such tool, process, data source, or qualification method at any time.

Membership does not give Participant any ownership interest, license, access right, or other claim to Champs' proprietary systems, data, methods, algorithms, workflows, customer-acquisition channels, internal records, or intellectual property except for the limited right to receive and use Lead Opportunity information expressly provided under these Terms.

Participant may not:

- Copy, reproduce, reverse engineer, scrape, extract, disclose, sell, sublicense, or commercially exploit Champs' proprietary tools, systems, data, workflows, or methods.
- Attempt to determine or manipulate confidential scoring, routing, qualification, or rotation logic.
- Use Lead Opportunities, Customer information, or network activity to recreate or compete with Champs' lead-generation or routing systems.
- Provide unauthorized access to Champs systems or records.
- Circumvent Champs by using confidential information obtained through the network to establish a competing referral, dispatch, lead-generation, or contractor-rotation program.
- Represent that Participant owns, controls, or independently generated a Lead Opportunity supplied by Champs.

Champs may use automated tools, artificial intelligence, third-party information, Customer statements, public records, internal criteria, and human review when evaluating a Lead Opportunity. Qualification reflects Champs' reasonable intake and screening process only. It is not a warranty that the Customer, project, property, budget, description, or opportunity is complete, accurate, financially viable, legally permissible, or suitable for Participant.

Participant remains responsible for conducting its own evaluation, inspection, due diligence, pricing, risk assessment, and verification before accepting work or entering into an agreement with a Customer.

All rights not expressly granted to Participant remain reserved by Champs.

2. DEFINITIONS

2.1 "Attempt"

An "Attempt" occurs when Champs sends or communicates an eligible Lead Opportunity to Participant through Participant's designated communication channel without receiving an immediate failure or undeliverable notice.

An Attempt may consist of a text message, telephone call, voicemail, email, application notification, or another channel approved by Champs.

An Attempt counts for rotation purposes whether Participant accepts, declines, fails to respond, or does not see the communication because Participant failed to monitor or maintain the designated communication channel.

2.2 "Block"

A "Block" is a group of two or more Participants contacted substantially simultaneously regarding the same Lead Opportunity.

2.3 "Customer"

A “Customer” means a homeowner, renter, landlord, property manager, business, association, representative, or other person or entity requesting or considering home or property services.

2.4 “Lead Opportunity”

A “Lead Opportunity” means information concerning a potential Customer request that Champs determines may be relevant to one or more Participants.

2.5 “Qualified Lead”

A “Qualified Lead” generally means a Lead Opportunity for which Champs has obtained sufficient information to reasonably believe that:

- A real Customer or authorized representative submitted or confirmed the request.
- Champs possesses usable Customer contact information.
- The Customer has identified a property or general project location.
- The Customer has described an identifiable service need.
- The requested service falls within a recognized Champs service category.
- The Customer has authorized Champs to communicate the request to one or more service providers.

A Qualified Lead does not necessarily include:

- A verified Customer budget.
- A guaranteed appointment.
- A guaranteed estimate request.
- Proof that the Customer can or will pay.
- A guaranteed contract.
- An exclusive opportunity.
- A guarantee that the description is complete or accurate.
- A guarantee that the project is legally or practically feasible.
- A guarantee that the Customer will select any Participant.

Champs may use proprietary tools, automated systems, third-party resources, and human review to qualify a Lead Opportunity, but qualification is an internal routing determination and not a certification, warranty, endorsement, or guarantee of the Customer or project.

2.6 “Primary Service”

Participant’s “Primary Service” is the principal service category approved by Champs for Participant’s membership position.

Primary Service designations determine category-cap occupancy and primary positioning within the applicable tier.

2.7 “Secondary Service”

A “Secondary Service” is an additional approved service category for which a Priority or Top Priority Participant may receive Lead Opportunities.

Secondary Services do not consume Primary Service positions but remain subject to qualification, oversupply controls, and Champs approval.

2.8 “Service Rolodex”

A “Service Rolodex” is Champs’ circular list of eligible Participants for a particular service type, tier, and designation.

3. NETWORK CAPACITY

3.1 Standard Capacity

Champs may maintain up to 1,000 Standard memberships across the network.

The default Standard limit is twenty Primary Service Participants per service category.

Champs may increase, reduce, close, reopen, or otherwise adjust Standard category limits based on:

- Qualified lead volume.
- Seasonal demand.
- Geographic coverage.
- Contractor response rates.
- Acceptance rates.
- Customer demand.
- Category oversupply or undersupply.
- Average project size.
- Changes to the service taxonomy.
- Other legitimate network conditions.

A reduction in a category cap will not, by itself, result in immediate removal during a Participant’s current paid monthly term. Champs may reach the revised capacity through attrition, voluntary changes, eligibility enforcement, or future admissions.

3.2 Upper-Tier Capacity

The combined Priority and Top Priority pool may contain up to 100 Participants.

Of those Participants, up to ten may hold Top Priority status during a quarter.

Top Priority is a quarterly upgrade within the upper-tier pool rather than a permanent membership class.

3.3 Priority Primary-Service Capacity

Champs may approve up to two Priority Participants whose Primary Service is the same service type.

Top Priority Participants do not count against the two Priority Primary Service positions.

3.4 Top Priority Primary-Service Capacity

Only one Top Priority Participant may designate a particular service as its Primary Service during a quarter.

3.5 Capacity Is a Maximum

A published capacity is a maximum, not a commitment by Champs to fill every available position.

Champs may leave positions vacant when:

- There are insufficient qualified applicants.
- Demand does not justify additional enrollment.

- A category is oversupplied.
- Applicants do not satisfy qualification requirements.
- Champs is reorganizing the network or service taxonomy.
- Champs reasonably determines that filling the position would not serve the network.

4. SERVICE SELECTIONS

4.1 Standard

A Standard Participant may select one Primary Service. Standard does not include a Secondary Service.

4.2 Priority

A Priority Participant may select:

- One Primary Service; and
- Up to one Secondary Service.

4.3 Top Priority

A Top Priority Participant may select:

- One Primary Service; and
- Up to two Secondary Services.

4.4 Qualification for Every Service

Participant must be genuinely qualified, legally permitted, properly equipped, and operationally capable of performing every selected service.

Champs may require service-specific documentation, including:

- Licenses.
- Registrations.
- Insurance certificates.
- References.
- Reviews.
- Photographs.
- Project examples.
- Training records.
- Certifications.
- Workforce information.
- Equipment information.
- Years of experience.
- Customer feedback.
- Other evidence reasonably related to the service.

4.5 Secondary Services

Secondary Services do not consume Primary Service positions. However, Champs may decline, suspend, or close Secondary Service selections when a category is oversupplied or when Participant has not demonstrated sufficient qualification.

Participant has no absolute right to select a particular Secondary Service merely because Participant's tier permits additional selections.

4.6 Service Changes

Standard and Priority Participants may request a service change. Approval is subject to:

- Available category capacity.
- Qualification.
- Network demand.
- Service taxonomy.
- Payment status.
- Performance standing.
- Champs approval.

Champs may limit the frequency of service changes to prevent rotation manipulation.

Top Priority service selections are ordinarily locked for the quarter unless Champs approves a change due to licensing, safety, taxonomy, or network needs.

5. SERVICE TAXONOMY

Champs has sole responsibility for establishing and administering the network's service categories and subcategories.

Champs may:

- Define broad and narrow service categories.
- Create subservices.
- Separate licensed from unlicensed work.
- Merge overlapping categories.
- Divide broad categories.
- Reclassify a Participant's services.
- Restrict broad categories such as handyman, property maintenance, remodeling, or general contracting.
- Determine which category applies to a Lead Opportunity.

Participant may not use a broad service label to claim eligibility for work that requires a separate license, registration, specialized qualification, or separately recognized Champs category.

A taxonomy change does not guarantee Participant a comparable position in every resulting category.

Champs will use commercially reasonable efforts to provide advance notice of material taxonomy changes when practical.

6. QUALIFICATION AND CONTINUING ELIGIBILITY

6.1 General Eligibility

Every Participant must:

- Operate a legitimate business or independent service practice.
- Provide accurate identifying information.
- Maintain current contact information.
- Comply with applicable laws.
- Hold required licenses and registrations.
- Maintain required insurance.
- Provide truthful information concerning capabilities and experience.
- Perform work safely and professionally.
- Protect Customer information.
- Remain in good payment standing.

6.2 Priority and Top Priority Eligibility

Priority and Top Priority applicants must satisfy the then-current published qualification standards, which may include:

- A minimum number of verifiable references.
- A minimum number of genuine customer reviews.
- Acceptable review history.
- Demonstrated experience in each selected service.
- Verification of insurance.
- Verification of licensing or registration when applicable.
- Acceptable complaint history.
- Acceptable response and follow-through history.
- Satisfactory Customer feedback.
- Completion of an interview or onboarding process.

Payment or a high Top Priority bid does not override qualification requirements.

6.3 Verification

Participant authorizes Champs to verify information supplied by Participant, including contacting references, reviewing public records, reviewing public business profiles, and verifying licenses, registrations, insurance, reviews, and disciplinary history.

6.4 Continuing Duty to Update

Participant must promptly notify Champs of:

- Expired, suspended, restricted, or revoked licensing.
- Insurance cancellation or reduction.
- Business closure.
- Changes in ownership.
- Material changes in workforce.
- Service limitations.

- Territory changes.
- Temporary or permanent unavailability.
- Serious Customer disputes.
- Government complaints or disciplinary actions.
- Any fact that materially affects Participant's eligibility.

7. ROTATION ORDER

7.1 General Order

Unless an exception applies, Champs processes an applicable Lead Opportunity in the following order:

- Top Priority Participants whose Primary Service matches the Lead Opportunity.
- Top Priority Participants whose Secondary Service matches the Lead Opportunity.
- Priority Participants whose Primary Service matches the Lead Opportunity.
- Priority Participants whose Secondary Service matches the Lead Opportunity.
- Standard Participants whose Primary Service matches the Lead Opportunity.

7.2 Separate Rolodexes

Champs may maintain separate circular alphabetical rolodexes for:

- Each service type.
- Each tier.
- Primary and Secondary Service placement.
- Different territories or subregions.
- Different project-size bands.
- Licensed and unlicensed work.
- Other operational distinctions.

Activity in one rolodex does not necessarily affect Participant's position in another rolodex.

7.3 Circular Sequence

Within a rolodex, outreach begins with the eligible Participant following the last Participant to whom Champs made an Attempt.

When the end of the alphabetical list is reached, the sequence returns to the beginning.

Alphabetical organization does not mean that the alphabetically first business always receives the first Attempt.

7.4 Business Name

Champs determines the business name used for alphabetical organization.

A name change does not entitle Participant to manipulate or reset its position.

8. BLOCK ROUTING AND RESPONSE WINDOWS

8.1 Sequential Blocks

Champs may contact Participants one at a time or in sequential Blocks.

Champs may determine Block size based on:

- Project urgency.
- Customer needs.
- Number of eligible Participants.
- Historical response rates.
- Service type.
- Project size.
- Time of day.
- Seasonal conditions.
- Other operational considerations.

8.2 Response Deadline

Each Lead Opportunity may contain a response deadline.

Participant must respond through the method specified by Champs before the deadline.

Champs may use different deadlines for emergencies, same-day requests, routine work, scheduled projects, or competitive opportunities.

8.3 Multiple Responses Within a Block

When more than one Participant in the same Block timely accepts a direct Lead Opportunity, Champs may ordinarily assign the opportunity to the timely responding Participant appearing earliest in that Block's circular sequence.

Champs may use a different allocation method when:

- The Customer requests multiple estimates.
- The Customer selects a Participant.
- The opportunity is designated competitive.
- Fit requirements apply.
- A separate Champs service overrides the rotation.
- Champs identifies a legal, licensing, safety, geographic, or operational reason.

8.4 Advancement of the Pointer

When a Block is contacted, the applicable rolodex pointer may advance past every Participant included in that Block.

A Participant who was skipped because the opportunity did not satisfy Participant's recorded territory, job range, licensing, availability, or other eligibility limitations ordinarily does not lose a turn because no Attempt was made.

8.5 Participant Availability

Participant may notify Champs of temporary unavailability.

Champs may skip unavailable Participants without treating the skip as an Attempt.

Participant is responsible for updating availability before requesting renewed participation.

9. ACCEPTANCE AND CUSTOMER CONTACT

9.1 Accepting a Lead Opportunity

A Lead Opportunity is not assigned merely because Participant asks for additional information.

Participant must affirmatively accept according to Champs' instructions.

9.2 Release of Customer Information

Champs may initially disclose only limited information, such as:

- Service type.
- General location.
- Approximate project size.
- Requested timing.
- Material project requirements.

Champs may release additional Customer information after Participant accepts or is selected.

9.3 Required Follow-Through

Participant must contact the Customer within the period stated by Champs.

If Participant accepts but fails to contact the Customer, communicate appropriately, or proceed within the required time, Champs may:

- Reassign the Lead Opportunity.
- Record a performance failure.
- Reduce Participant's eligibility.
- Suspend Participant.
- Remove Participant.
- Restrict future bidding.

9.4 Declining Opportunities

Participant may decline a Lead Opportunity.

A reasonable decline does not automatically result in discipline. Repeated acceptance followed by abandonment, repeated nonresponse, or inaccurate availability information may affect eligibility.

10. ROTATION EXCEPTIONS

The rotations establish a default routing system. They do not apply to every Customer request or Champs service.

Champs may bypass, suspend, modify, or override the rotation when:

- A Customer specifically requests a particular provider.

- A Customer has an existing relationship with a provider.
- Warranty, callback, correction, or continuity work is involved.
- Emergency conditions require immediate action.
- Licensing, insurance, safety, language, accessibility, geography, workforce, equipment, or scheduling requirements limit the available providers.
- The project requires a specialized qualification.
- A separate agreement provides a different routing method.
- Champs is acting under its Homeowner Representative program.
- The Customer requests several quotations.
- Champs is administering a competitive proposal process.
- The request originated directly through a particular Participant.
- The Customer independently selected or named the Participant.
- Champs reasonably determines that strict rotation order would materially impair the Customer's interests, safety, or project.
- Fraud, manipulation, conflict of interest, or misuse is suspected.
- Champs is testing or developing a new service process.

An exception does not entitle Participant to a refund, replacement Lead Opportunity, or advancement adjustment unless Champs expressly agrees otherwise.

11. HOMEOWNER REPRESENTATIVE SERVICES

Champs may offer Customers a paid Homeowner Representative, project coordination, procurement, scope-development, or similar service.

When a Customer engages Champs under such a service:

- Project fit may override rotation order.
- Champs may select providers based on qualifications, availability, pricing structure, communication, project needs, or Customer preferences.
- Champs may contact any appropriate provider inside or outside the rotations.
- Champs may seek multiple proposals.
- Champs may coordinate project information or contractor communications.

The Customer retains the final selection decision unless a separate written agreement states otherwise.

Rotation membership does not guarantee access to a Homeowner Representative engagement.

12. COMPETITIVE PROPOSAL OPPORTUNITIES

Champs may designate certain projects as competitive proposal opportunities.

Champs may, but is not obligated to:

- Collect Customer information.
- Inspect or document the property.
- Prepare a scope description.
- Collect photographs, measurements, and project requirements.

- Invite eligible Top Priority and Priority Participants.
- Invite Participants sequentially or in Blocks.
- Establish a proposal deadline.
- Require proposals in a standardized format.
- Request a best-and-final proposal.
- Disclose anonymized proposal ranges or other limited competitive information.
- Present proposals to the Customer.
- Permit the Customer to select a proposal based on factors other than price.

The disclosure method, confidentiality rules, deadlines, and selection process for a competitive opportunity may be stated in the individual invitation.

Top Priority or Priority position may determine the order in which Participants are invited to compete, but it does not guarantee that the Customer will select the Participant.

Unless Champs expressly states otherwise, Participant remains responsible for verifying the scope, inspecting the property when necessary, determining pricing, and identifying exclusions before entering a contract.

13. QUARTERLY TOP PRIORITY BID PROCESS

13.1 Quarterly Term

Top Priority status is awarded for a defined calendar quarter or another three-month period announced by Champs.

Top Priority status expires automatically at the end of the applicable quarter.

13.2 Eligible Bidders

A bid may be submitted by:

- A current Priority Participant.
- A current Standard Participant.
- A waitlisted applicant.
- Another qualified contractor approved by Champs.

Every bidder must satisfy Top Priority qualification requirements before receiving an award.

13.3 Bid Contents

Each bid must state:

- The total quarterly bid amount.
- The proposed Primary Service.
- The proposed Secondary Services.
- The bidder's legal and business name.
- Required qualification information.
- Payment authorization.
- Any other information required by Champs.

13.4 Minimum Bid

The minimum permissible quarterly bid is one dollar more than three months of Priority membership at the Priority price in effect when bidding opens.

At a Priority price of \$29.00 per month, the minimum quarterly bid is \$88.00.

13.5 Total Quarterly Amount

The bid represents the total amount Participant agrees to pay for the Top Priority quarter. It is not a monthly bid.

If Participant submits a winning bid of \$900.00, Participant owes a total of \$900.00 for the quarter, generally collected as three installments of \$300.00.

13.6 Primary-Service Selection

Only one Top Priority award may be issued for each Primary Service during a quarter.

For each Primary Service, Champs may first identify the highest qualified bid submitted for that category.

Champs may then rank those category-leading bids and award up to ten Top Priority positions to the highest qualified category-leading bidders.

13.7 Tie-Breaking

If qualified bids are tied, Champs may consider, in order:

- Participant performance and reliability history.
- Customer feedback.
- Compliance history.
- Completeness of the bid.
- Time of submission.
- Random selection if the tie remains unresolved.

13.8 Qualification Overrides Price

Champs may reject or disqualify a bid regardless of amount when the bidder:

- Does not satisfy qualification standards.
- Has unresolved serious complaints.
- Has a poor response or completion history.
- Lacks required licensing, registration, or insurance.
- Submitted inaccurate information.
- Is not qualified for the proposed services.
- Has unpaid amounts.
- Has violated these Terms.
- Presents a material risk to Customers or the network.

13.9 Binding Bids

A submitted bid may be withdrawn before the published bid deadline.

After the deadline, the bid is irrevocable unless Champs agrees otherwise in writing.

A winning bid creates a binding quarterly payment obligation.

13.10 Payment Schedule

The winning quarterly amount is paid in three installments:

- The first installment is due upon award or by the award deadline.
- The second installment is due during the second month of the quarter.
- The third installment is due during the third month of the quarter.

If the total does not divide evenly into three cents-based installments, Champs may adjust the final installment.

During the Top Priority quarter, the winning bid replaces the ordinary \$29.00 Priority charge.

13.11 Payment Method

Participant must maintain a valid authorized payment method.

Failure to pay an installment may result in immediate suspension of Top Priority privileges after any notice or cure period provided by Champs.

13.12 Vacancy Information Before Bidding

A prospective bidder may ask Champs whether lower-tier vacancies currently appear available.

Any response is informational only. Champs does not guarantee that:

- A vacancy will remain available.
- A vacancy will match Participant's Primary Service.
- Participant will qualify.
- Participant will receive the vacancy after the quarter.
- Another applicant will not fill it.
- Network capacity or taxonomy will remain unchanged.

13.13 Displacement

Top Priority is a competitive quarterly upgrade.

A person outside the current upper-tier pool may win a Top Priority position.

When an outside bidder enters the upper-tier pool, a nonwinning outgoing Top Priority Participant may lose upper-tier membership and be placed on a waitlist if no suitable Priority vacancy is available.

A Top Priority Participant has no guaranteed right to return to Priority, Standard, or another tier after the quarter.

The commercial consequences of losing Top Priority are part of the bid process and do not entitle Participant to reimbursement.

13.14 Current Priority Participant Winning

When a current Priority Participant wins Top Priority:

- The Participant's Priority status converts to Top Priority.
- A Priority opening may result.

- A nonwinning outgoing Top Priority Participant may request that opening.

Return to Priority remains subject to Primary Service capacity, eligibility, and Champs approval.

13.15 Replacement Winners

If a winning bidder defaults, withdraws, becomes ineligible, or fails to make the initial payment, Champs may:

- Award the position to the next eligible bidder.
- Reopen bidding.
- Leave the position vacant.
- Use another commercially reasonable method consistent with Primary Service limitations.

13.16 No Automatic Renewal

Top Priority status does not renew automatically. Participant must submit and win a new bid for each quarter.

14. WAITLISTS AND VACANCIES

14.1 Waitlist Placement

When a tier or Primary Service category is full, Champs may place qualified applicants on a waitlist.

Waitlist placement is not membership and does not guarantee future admission.

14.2 Waitlist Order

Champs may consider:

- Application date.
- Qualification completion date.
- Primary Service need.
- Territory.
- Network demand.
- Licensing.
- Experience.
- References.
- Reviews.
- Reliability.
- Customer needs.
- Other legitimate network factors.

A waitlist is not necessarily strictly first-come, first-served.

14.3 Vacancy Offers

When a vacancy becomes available, Champs may offer it to an appropriate qualified candidate.

The candidate must accept, provide required documents, and pay within the stated period.

Failure to respond may cause Champs to proceed to another candidate.

14.4 No Reservation

A stated vacancy is not reserved until Champs confirms admission and receives required payment.

15. FEES, BILLING, AND CANCELLATION

15.1 Standard Fees

Standard membership costs \$5.00 per month, plus applicable taxes.

15.2 Priority Fees

Priority membership costs \$29.00 per month, plus applicable taxes.

15.3 Automatic Monthly Renewal

Standard and Priority memberships renew automatically each month until canceled, displaced, suspended, or terminated.

Participant authorizes Champs and its payment processor to charge the payment method on file.

15.4 Cancellation

Participant may cancel Standard or Priority membership by using the cancellation method provided by Champs or by sending a clear written cancellation request to: [CANCELLATION EMAIL]

Cancellation takes effect at the end of the current paid monthly term unless Champs confirms an earlier date.

Participant remains eligible during the paid period unless suspended or terminated.

15.5 Refunds

Except where required by law or expressly stated in these Terms:

- Monthly membership fees are nonrefundable after the billing period begins.
- Partial-month refunds are not provided.
- Bid payments are nonrefundable after Top Priority status begins.
- Unused Lead Opportunities do not create credits.
- Lack of leads does not create a refund right.
- Failure to respond to Lead Opportunities does not create a refund right.

15.6 Top Priority Withdrawal or Removal for Cause

If a Top Priority Participant voluntarily withdraws, defaults, or is removed for Participant's breach:

- Amounts already paid are nonrefundable.
- Remaining installments remain due.
- Champs will not collect more than the agreed quarterly amount.

If Champs fills the same position and receives replacement payments for the same period, Champs may apply a reasonable credit to avoid duplicate recovery for the same position and period.

15.7 Champs Termination Without Cause

If Champs terminates a Top Priority position without cause and not because of Participant's breach, Champs will cancel future installments and provide a reasonable prorated refund of prepaid amounts for the unused portion of the quarter.

15.8 Failed Payments

Champs may suspend participation immediately after a failed payment.

If payment is not cured within the period stated by Champs, Champs may terminate membership and fill the position.

Participant remains responsible for lawful processing fees, chargeback costs, taxes, or amounts due.

15.9 Price Changes

Champs may change Standard or Priority pricing by providing advance notice.

A price change ordinarily takes effect on a future renewal date and does not retroactively alter a completed billing period.

The Top Priority minimum for a bidding period is based on the Priority price in effect when bidding opens.

16. NO GUARANTEED RESULTS

Participant acknowledges that:

- Lead volume may be low or inconsistent.
- Lead volume may vary by service.
- Lead volume may vary seasonally.
- Higher placement does not guarantee work.
- Customer demand may change.
- Customers may not respond.
- Customers may cancel.
- Customers may choose another provider.
- Customers may reject every proposal.
- Projects may be delayed or abandoned.
- Champs does not guarantee Customer creditworthiness.
- Champs does not guarantee Customer payment.
- Champs does not guarantee project profitability.
- Champs does not guarantee Participant will recover membership fees.
- Champs does not make an earnings, revenue, sales, or return-on-investment promise.

Participant must independently determine whether membership is economically appropriate for its business.

Historical lead information, if provided, describes past activity only and is not a prediction or guarantee of future results.

17. PARTICIPANT-CUSTOMER RELATIONSHIP

Unless a separate written agreement expressly states otherwise:

- Participant contracts directly with the Customer.
- Champs is not a party to the service contract.
- Participant determines its own pricing.
- Participant prepares its own final estimate or proposal.
- Participant defines its scope and exclusions.
- Participant obtains required permits.
- Participant supplies labor, supervision, materials, equipment, and transportation.
- Participant collects payment from the Customer.
- Participant is responsible for taxes.
- Participant is responsible for warranties.
- Participant is responsible for workmanship.
- Participant is responsible for site safety.
- Participant is responsible for legal compliance.
- Participant is responsible for employees, subcontractors, and helpers.
- Participant bears the risk of Customer nonpayment.

Champs is not a guarantor, insurer, employer, general contractor, construction manager, payment processor, or surety merely because Champs supplied or coordinated a Lead Opportunity.

18. INDEPENDENT BUSINESS STATUS

Participant is an independent business.

Nothing in these Terms creates:

- Employment.
- Agency.
- Partnership.
- Joint venture.
- Franchise.
- Fiduciary relationship.
- Ownership interest.
- Exclusive territory.
- Authority to bind Champs.
- Authority to make promises on behalf of Champs.

Participant controls its own methods, schedule, pricing, employees, subcontractors, tools, equipment, and business operations.

Participant may not represent itself as an employee, agent, department, franchisee, or legal representative of Champs.

19. CUSTOMER INFORMATION AND PRIVACY

Participant may use Customer information only to evaluate, accept, perform, administer, or follow up on the specific Lead Opportunity for which the information was supplied.

Participant may not:

- Sell Customer information.
- Transfer it to unrelated persons.
- Publish it.
- Use it for unrelated marketing without Customer consent.
- Add the Customer to unrelated marketing lists without consent.
- Use it to harass or pressure the Customer.
- Use it for unlawful discrimination.
- Retain it longer than reasonably necessary.
- Use it for another business without authorization.

Participant must maintain reasonable safeguards appropriate to the sensitivity of the information.

Participant must promptly notify Champs of suspected unauthorized access, disclosure, loss, or misuse.

Champs may immediately suspend or remove a Participant for misuse of Customer information.

20. PERFORMANCE STANDARDS

Participant must:

- Respond honestly.
- Respect response deadlines.
- Contact assigned Customers promptly.
- Communicate professionally.
- Arrive when promised or provide timely notice.
- Provide accurate estimates.
- Clearly state material exclusions.
- Avoid bait-and-switch practices.
- Perform only work Participant is qualified and legally permitted to perform.
- Use appropriate written contracts.
- Maintain a safe worksite.
- Treat Customers and occupants respectfully.
- Protect property.
- Address complaints promptly.
- Avoid misrepresenting Champs or Participant's rotation position.
- Keep licensing and insurance current.
- Avoid sharing or reselling Lead Opportunities.
- Avoid manipulating the rotation.
- Cooperate with reasonable Champs quality reviews.
- Comply with applicable law.

21. SUSPENSION, DOWNGRADE, REMOVAL, AND NONRENEWAL

Champs may warn, suspend, restrict, downgrade, decline to renew, remove, or disqualify Participant for reasons including:

- Nonpayment.
- False or misleading information.
- Expired or missing insurance.
- Missing, suspended, or revoked licensing or registration.
- Safety violations.
- Fraud.
- Theft.
- Harassment.
- Discrimination.
- Misuse of Customer information.
- Serious Customer complaints.
- Repeated substantiated complaints.
- Repeated nonresponse.
- Repeated missed appointments.
- Repeated acceptance followed by abandonment.
- Failure to contact Customers.
- Misrepresentation of pricing or scope.
- Poor workmanship.
- Unlawful practices.
- Improper subcontracting.
- Bid manipulation.
- Rotation manipulation.
- Collusion.
- Misrepresentation of Top Priority as a quality ranking.
- Damage to Champs' reputation.
- Failure to cooperate with a reasonable investigation.
- Violation of these Terms.
- Conduct reasonably presenting a risk to Customers or the network.

Champs may act immediately when Customer safety, fraud, data security, legal compliance, or serious reputational risk is involved.

21.1 No Purchased Right to Misconduct

Payment does not prevent Champs from enforcing eligibility and conduct standards.

A winning Top Priority bid does not create a right to remain in the network after disqualifying conduct.

21.2 Review Request

Participant may submit a written request for review within ten calendar days after receiving notice of a suspension, downgrade, or removal.

Champs may request additional information.

Unless law requires otherwise, Champs' decision after review is final.

22. CUSTOMER COMPLAINTS

Champs may receive, document, investigate, or refer Customer complaints.

Participant agrees to cooperate in good faith.

Champs does not promise to adjudicate contract disputes between Participant and Customer.

Champs may take network action based on credible information even when no court or licensing agency has entered a final judgment, provided Champs acts reasonably and in good faith to protect Customers and the network.

23. PARTICIPANT MARKS AND PROFILE INFORMATION

Participant grants Champs a nonexclusive, revocable, royalty-free license during participation to display Participant's:

- Business name.
- Logo.
- Contact information.
- Service descriptions.
- Territory.
- Photographs supplied by Participant.
- Public review information.
- Licensing and insurance status.
- Network tier.
- Approved profile content.

Champs may use this information to operate, promote, and administer the network.

Participant represents that it has the right to provide the content and that the content is accurate.

Champs may remove or edit profile content for accuracy, formatting, legal compliance, or network consistency.

24. CHAMPS NAME AND BRAND

Participant may accurately state that it is a participating provider in the applicable Champs rotation while its membership remains active.

Participant may not:

- Claim employment by Champs.
- Claim that Champs guarantees Participant's work.
- Claim that paid placement is a quality award.
- Claim that Top Priority means "best contractor."
- Use Champs branding without permission.

- Create confusingly similar marketing materials.
- Imply exclusive endorsement.
- Bind Champs to a contract.
- Make representations inconsistent with these Terms.

All Champs names, logos, marks, systems, documents, taxonomies, and program materials remain the property of Champs.

25. NO EXCLUSIVITY

Unless Champs expressly agrees otherwise in writing:

- Participant may use other lead sources.
- Participant may participate in other networks.
- Champs may enroll competing businesses.
- Champs may contact providers outside the network.
- Customers may obtain other quotations.
- Lead Opportunities may be nonexclusive.
- Champs may operate other referral, coordination, representation, or procurement programs.

26. DISCLAIMERS

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE NETWORK, ROTATIONS, LEAD OPPORTUNITIES, CUSTOMER INFORMATION, SOFTWARE, COMMUNICATIONS, AND RELATED SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.”

CHAMPS DISCLAIMS WARRANTIES OF:

- Merchantability.
- Fitness for a particular purpose.
- Non-infringement.
- Accuracy.
- Availability.
- Lead quality.
- Customer seriousness.
- Customer payment.
- Customer creditworthiness.
- Project value.
- Profitability.
- Lead volume.
- Business success.
- Continuous service.
- Error-free operation.

Champs does not warrant that every Lead Opportunity will be complete, current, accurate, lawful, profitable, or suitable.

27. LIMITATION OF LIABILITY

To the maximum extent permitted by law, Champs will not be liable for:

- Lost profits.
- Lost revenue.
- Lost business.
- Lost opportunities.
- Customer nonpayment.
- Unsuccessful bids.
- Unaccepted estimates.
- Travel costs.
- Estimating costs.
- Labor or material costs.
- Contractor-Customer disputes.
- Property damage caused by Participant or Customer.
- Personal injury caused by Participant or Customer.
- Indirect, incidental, consequential, special, exemplary, or punitive damages.
- Loss or misuse of information caused by Participant.
- Suspension, removal, nonrenewal, waitlisting, displacement, or loss of Top Priority status made in accordance with these Terms.

Except for liability that cannot lawfully be limited, Champs' total aggregate liability arising from these Terms will not exceed the greater of:

- The amount Participant paid Champs during the three months immediately preceding the event giving rise to the claim; or
- One hundred dollars.

28. INDEMNIFICATION

Participant will defend, indemnify, and hold harmless Champs and its owners, officers, employees, contractors, representatives, and affiliates from claims, losses, liabilities, damages, judgments, penalties, costs, and reasonable legal fees arising from or related to:

- Participant's work.
- Participant's estimate, proposal, or contract.
- Participant's employees or subcontractors.
- Personal injury.
- Property damage.
- Customer disputes.
- Nonpayment disputes.
- Licensing or registration violations.
- Insurance failures.
- Tax obligations.

- Data misuse or security incidents.
- False statements.
- Violation of law.
- Violation of these Terms.
- Infringement caused by Participant-supplied content.
- Participant's negligence, recklessness, fraud, or misconduct.

This obligation does not apply to the extent a claim is finally determined to have resulted solely from Champs' gross negligence or willful misconduct.

29. CHANGES TO THE NETWORK

Champs may change operational rules, including:

- Service taxonomy.
- Category limits.
- Qualification standards.
- Response windows.
- Block sizes.
- Communication methods.
- Lead formats.
- Territory definitions.
- Performance standards.
- Waiting-list administration.
- Competitive proposal procedures.
- Technology platforms.

Champs will use commercially reasonable efforts to give advance notice of material changes.

A material price or membership change will ordinarily apply at a future renewal or bidding period.

Champs may implement immediate changes when reasonably necessary for safety, legal compliance, data protection, fraud prevention, or network integrity.

30. ELECTRONIC COMMUNICATIONS

Participant consents to receive contractual, billing, operational, lead, compliance, and account communications electronically.

Participant must maintain a current email address and telephone number.

Notices are effective when sent to Participant's most recently provided contact information, unless Champs receives an immediate delivery failure.

Participant may separately manage consent for promotional communications as required by law.

31. TERM AND TERMINATION

These Terms begin when Participant accepts them and continue while Participant remains enrolled, waitlisted, bidding, paying an outstanding Top Priority obligation, or using Customer information supplied by Champs.

Participant may cancel Standard or Priority membership as stated above.

Top Priority payment obligations are governed by the quarterly bid provisions.

Champs may terminate these Terms or discontinue the network upon reasonable notice, subject to applicable refund obligations for prepaid unused periods.

Sections concerning payment obligations, confidentiality, Customer information, intellectual property, disclaimers, limitation of liability, indemnification, disputes, and other provisions intended by their nature to survive will survive termination.

32. GOVERNING LAW AND DISPUTES

These Terms are governed by the laws of the State of Vermont, without regard to conflict-of-law principles.

Before filing a legal action, the complaining party must provide written notice describing the dispute and allow thirty days for informal resolution, unless immediate action is reasonably necessary to prevent harm, preserve rights, collect an undisputed amount, or obtain emergency relief.

Any legal proceeding arising from these Terms must be brought in a state court located in Chittenden County, Vermont, or the applicable federal court serving Vermont, unless the parties agree otherwise in writing.

33. GENERAL PROVISIONS

33.1 Entire Agreement

These Terms, the accepted application, the applicable bid, incorporated policies, and any signed addendum constitute the entire agreement concerning network participation.

33.2 Order of Precedence

If documents conflict, the order of precedence is:

- A signed project-specific or membership addendum.
- An accepted Top Priority bid award.
- These Terms.
- Published operating policies.
- General marketing materials.

33.3 No Waiver

Failure to enforce a provision once does not waive future enforcement.

33.4 Severability

If a provision is held unenforceable, the remaining provisions remain effective, and the invalid provision will be modified to the minimum extent necessary to make it enforceable.

33.5 Assignment

Participant may not transfer or assign membership, tier status, service positions, bids, or Lead Opportunities without Champs' written approval.

Champs may assign these Terms in connection with a merger, sale, reorganization, transfer of the network, or transfer to an affiliated entity.

33.6 Force Majeure

Champs is not liable for delay or failure caused by events beyond reasonable control, including outages, disasters, severe weather, labor disruptions, government actions, communications failures, or third-party platform failures.

33.7 Headings

Headings are for convenience and do not limit interpretation.

33.8 Electronic Acceptance

Electronic acceptance and electronic signatures have the same effect as handwritten acceptance to the extent permitted by law.

34. PARTICIPANT ACKNOWLEDGMENTS

By accepting these Terms, Participant acknowledges that:

- Participant has read the Terms.
- Participant understands the recurring monthly charges.
- Participant understands how to cancel Standard or Priority membership.
- Participant understands that Top Priority bids are total quarterly obligations paid in installments.
- Participant understands that Top Priority does not automatically renew.
- Participant understands that a waitlisted bidder may win Top Priority.
- Participant understands that losing Top Priority may result in complete displacement from the upper-tier pool.
- Participant understands that no lower-tier position is guaranteed after Top Priority ends.
- Participant understands that leads, jobs, customers, revenue, and profits are not guaranteed.
- Participant understands that Primary Service Participants are approached before Secondary Service Participants within the same tier.
- Participant understands that Champs may use sequential Blocks and response deadlines.
- Participant understands that certain services and Customer programs override the rotations.
- Participant remains responsible for licensing, insurance, contracts, pricing, taxes, workmanship, safety, and Customer payment.
- Participant is entering these Terms on behalf of an independent business.
- The individual accepting these Terms has authority to bind Participant.

Participant Information

Legal Business Name: _____

Doing-Business-As Name: _____

Authorized Representative: _____

Title: _____

Business Address: _____

Email: _____

Telephone: _____

Selected Tier:

- Standard
- Priority
- Top Priority Bidder

Primary Service: _____

Secondary Service 1: _____

Secondary Service 2, if permitted: _____

Signature: _____

Date: _____

HOME & GARDEN CHAMPS LLC

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____