



THIS PROVIDER AGREEMENT (the “Agreement”) is entered into by and between 800HomeHelp.com inc. a California corporation (hereafter referred to as (“HomeHelp”), and the following service provide: _____, (herein referred to as (“USER”) for the exclusive license to become a “HomeHelp Provider” and thereby: (1) be provided access to all HomeHelp marketing, advertising, and business to business programs; (2) be allowed the use of HomeHelp approved marketing and promotional materials; (3) receive customer inquiries from the 1-800- HomeHelp telephone number within the geographic area specified herein under the terms and conditions set forth herein; (4) be allowed to utilize the “HomeHelp.tv” Web site; and, (5) participation in the HomeHelp provider network. For and in consideration of the mutual promise contained herein, the parties agree as follows:

1. **OVERVIEW OF HOMEHELP:** HomeHelp provides the following services to its network of exclusive service providers. These providers are organized in a market service area as a group of non-competing service providers. Each group of service providers works cooperatively to refer home repair work to other providers. There is no obligation to utilize services offered by HomeHelp; however, the success of all service providers and HomeHelp is enhanced by the use of these services.
 - a. **The HOMEHELP Commitment to Quality.** HOMEHELP strives to insure that its service providers are fair, honest and provide the highest quality. The HOMEHELP service providers are committed to a “satisfaction guarantee.” HOMEHELP requires each provider to adhere to quality assurance program.
 - b. **HOMEHELP Marketing, Advertising, and Business-to-Business Programs.** HOMEHELP develops and makes available to its service providers, marketing, advertising, and business-to-business programs designed to assist in revenue generation and/or cost savings. Service providers have full access to and use of these programs while maintaining an active status with HOMEHELP.
 - c. **HOMEHELP Marketing and Promotional Materials.** HOMEHELP makes available proprietary marketing and promotional materials designed to promote HOMEHELP and its service providers. Service providers have full use of these materials while maintaining an active status with HOMEHELP.
 - d. **The HOMEHELP Telephone Number.** HOMEHELP owns and operates the “1-800- HOMEHELP” telephone number, providing toll free telephone service for both land lines and cellular telephones. When consumers call “1-800- HOMEHELP,” the call is answered by HOMEHELP and forwarded to the nearest service provider providing the type of service requested.
 - e. **The HOMEHELP Web Site.** HOMEHELP owns and operates the HOMEHELP.com Web Site. When consumers visit the Web site, they are routed to the nearest service provider providing the type of service requested. The Web site links to HOMEHELP service provider Web pages.
 - f. **The HOMEHELP Service Provider Network.** HOMEHELP and its service providers seek to develop a group of dedicated, high quality non-competing service providers in each market area. Each service provider is encouraged to “get to know” the other non-competing service providers in the market service area so that each can better service their customers by helping them find quality home repair and maintenance service.
 - g. **The HOMEHELP New Home Service.** HOMEHELP has reached agreements with New Home Builders to provide direct contact to the communities in the requested areas by the contracted by the home builder.
 - h. **HOMEHELP is NOT a Franchise.** Service Providers retain their own identity, make their own decisions and keep their own profits. HOMEHELP merely enhances the business opportunities for these service providers.
2. **GEOGRAPHIC TERRITORY:** subject to the terms and conditions herein, the USER is granted the license to act as a HOMEHELP service provider (designated by zip code) for the services described herein in the geographic area noted.

Service: _____

Exclusive Marketing Area: _____

“Ring to” Telephone Number: _____

3. **REQUIREMENTS OF SERVICE PROVIDERS:** The overall success of HOMEHELP and each of its service providers is dependent on each service provider providing the high quality service that is and will continue to be expected of HOMEHELP and its service providers. Therefore, the USER shall:
 - a. **Provide High Quality and Fair Priced Service.** The USER shall provide high quality and fair price service. The USER will adhere to HOMEHELP quality assurance as it now exists or is hereinafter developed.
 - b. **Participating in Resolving Any Customer Complaints.** HOMEHELP is based upon the concept of “high quality service fairly priced.” Complaints are a normal part of business and provide an opportunity to gain a greater understanding of our business and increase our

reputation for quality. Therefore, the USER shall work cooperatively with HOMEHELP to quickly and favorably resolve all customer complaint.

c. **Participate in the HOMEHELP Service Provider Network.** HOMEHELP will sponsor periodic of the non-competing service providers in the network to receive training and discuss the enhancement of the network. The USER will make reasonable efforts to attend these meetings and thereby strengthen the network.

4. **FEES:** The USER shall pay the following fees to HOMEHELP:

- a. One Time USER Fee. A one time USER enrollment fee of \$100_____
- b. **A Monthly Fee.** A monthly fee of \$ waived for 6 months then \$100 per month per designated zip code_____

A monthly fee shall be billed on a calendar month basis. Payment transactions will be facilitated using one of the following methods: (1) monthly charge to USER's credit card; or (2) monthly invoiced. (3) Monthly direct debit from checking draft. HOMEHELP reserves the right to modify the monthly fee but under no circumstances will the monthly fee be modified without a minimum thirty (30) day prior notice to USER.

All Payments due to 800HOMEHELP from USER shall be paid by USER to 800HOMEHELP within fifteen (15) days of the established monthly billing invoice due date. If HOMEHELP is unable to process payment via one of the two methods listed above within fifteen (15) days of the invoice due date, a penalty of five percent (5%) of the invoice will be charged. If 800HOMEHELP is unable to process payment via one of the two methods listed above within thirty (30) days of invoicing, the outstanding balance shall bear interest at the rate of twelve percent (12%) per annum, and 800HOMEHELP may terminate, without further notice, the services provided by it hereunder.

5. **TERMINATION:** Either the USER or 800HOMEHELP may terminate the services provided by 800HOMEHELP to USER at any time and for any reason or no reason by providing written notice to the other at the address provided below. Upon termination of service, 800HOMEHELP shall provide a final invoice, which shall be paid as provided herein.

6. **INFORMATION:** The Billing Information Form that is completed with this Agreement is incorporated as part of this Agreement. The information supplied in that form will be used to establish the billing process between the User and HOMEHELP.

Business Telephone Number: _____ Contact Person: _____

800HOMEHELP.com
7080 Donlon Way Suite 204
Dublin, CA 94568
(800) 466-3435 Fax (925) 829-2677

THIS AGREEMENT IS SUBJECT TO THE STANDARD TERMS AND CONDOTIONS LISTED ON THE BACK, AMOUNG OTHER IMPORTANT TERMS. THE STANDARD TERMS AND CONDITIONS CONTAIN LIMITAION ON LIABILITY AND HOLD HARMLESS PROMISE FOR HOMEHELP. THE STANDARD TERMS AND CONDITIONS ARE INCORPORATED AND ARE PART OF THIS AGREEMANT.

ENTIRE AGREEMENT: This entire agreement between the parties and represents the complete understanding of the parties concerning the subject matter herein and supercedes all their previous understandings and agreements, written and oral, with respect to this Agreement. There are no other oral or written understandings, representations or promises that have been made by either party.

USER: _____

800HOMEHELP: _____

By: _____

By: _____

Federal ID #: _____

Standard Terms and Conditions

1. **Limitations on Liability and Release:** 800HOMEHELP shall not be responsible for any direct, indirect or consequential damages. In the event that the "1-800- HOMEHELP" telephone number is not available for a period of least fifteen (15) days in any calendar month, or HOMEHELP fails to route the appropriate calls to USER for a period of at least fifteen (15) days, then USER's sole remedy shall be to receive a refund of one-half of that month's fee. Other than a claim for a refund of one-half a month's fee as provided herein, the USER does hereby forever, release, and discharge 800HOMEHELP, its officers, agents and employees from any claim or demand, including claims arising in the future, relating to this agreement. The parties recognize and agree that the release contained is material part of the consideration paid by USER hereunder and represents an allocation of the risk between the parties.
2. **Hold Harmless:** USER agrees to save, defend and hold harmless 800HOMEHELP, its directors, officers, agents, and employees from any claims, demands or damages from customers referred to USER by 800HOMEHELP. This hold harmless shall include the cost of any fees incurred by 800HOMEHELP in defending any action.
3. **Fee Increase:** 800HOMEHELP reserve the right to increase monthly fees from time-to-time, but under no circumstances shall monthly fees be raised without a minimum of thirty (30) days prior notice to USER during which time, USER can elect to continue on the program or terminate the agreement with 800HOMEHELP. In the event USER specifically chooses to not continue with 800HOMEHELP as a result of a scheduled price increase, 800HOMEHELP will not terminate the "1-800-HOMEHELP" connection to the USER until the end of the calendar month unless USER specifically request otherwise.
4. **Quality Assurance:** 800HOMEHELP is committed to only referring customers to service providers that maintain the highest standards of quality and customer service. Therefore, the USER agrees to follow the 800HOMEHELP Quality Assurance Program as that program now exists or is hereinafter adopted, modified or amended. If, in the sole opinion of 800HOMEHELP, the USER fails to follow the 800HOMEHELP Quality Assurance Program, The USER may be terminated by 800HOMEHELP. The USER shall reasonable cooperate with the 800HOMEHELP quality assurance team including, but not limited to, resolving quality assurance complaints.
5. **Total Quality Guarantee:** The USER, as a condition of this Agreement, agrees to provide an unconditional one hundred (100%) customer service guarantee for all work performed by the USER for customers routed to USER through HOMEHELP. The USER agrees that any disputes between a customer and USER will be: (1) promptly reported to 800HOMEHELP: (2) Subject to a good faith attempt at reconciliation by a member of the 800HOMEHELP quality assurance team, the customer and the USER: and, Thereafter (3) be subject to binding arbitration before the Better Business Bureau or other arbitration services as designated by 800HOMEHELP. The administrative cost of the arbitrator shall be paid by 800HOMEHELP.
6. **Code of Ethics:** The USER, as a condition of this Agreement, agrees to provide an unconditional high standard of Code of Ethics. Each USER agrees to; keep price to contracted price, changes only applicable when customer instigates changes in writing, use the same quality materials as quoted in the estimate, perform work within the time frame agreed upon, subject to acts of God only, make all attempts possible to minimize any work related mess and intrusion into the customers use of the premises, respect and protect the property, avoid any statement or implications which may be misleading or deceptive, honor all warranties made to the customer, make all service calls in a timely manner, warrant that all employees are competent and trustworthy individuals, comply with all rules and regulations prescribed by law and government agencies for the health, safety and welfare of the community.
7. **Display of HOMEHELP Signage and Mail Material:** The USER may display the 800HOMEHELP signage and/or professionally developed "service provider" items. In addition, the USER shall provide to customer referred by 800HOMEHELP, the Customer input cards provided to the USER. The USER shall determine the extent and scope of the use of the 800HOMEHELP signage in conjunction with the USER's own business name and signage.
8. **"1-800- HOMEHELP":** The USER acknowledges that "1-800- HOMEHELP" is the exclusive trademark and telephone number of 800HOMEHELP. Upon termination of the service provided hereunder, or upon written request of 800HOMEHELP, the USER shall immediately cease using any reference to "1-800- HOMEHELP" or any other intellectual property of 800HOMEHELP.
9. **Notices:** All notice, demands, request, consents and approvals which may, or are required to be given by any party to any party hereunder, shall be in written and shall be deemed to have been duly given if delivered personally, sent by facsimile, sent by nationally recognized overnight delivery service, or if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to the addresses provided herein.
10. **Amendment:** No modifications, termination or amendment of this Agreement may be made except by written agreement signed by all parties, except as provided herein.
11. **Waiver:** No failure by any of the foregoing parties to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or any other covenant, agreement, term or condition. Any party hereto, by notice, and only by notice as provided herein may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party

hereto. No waiver shall affect or alter this Agreement, and each and every covenant, agreement, term and condition of this agreement shall continue in full force and effect with the respect to any other then existing or subsequent breach thereof.

- 12. Captions: The captions of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this agreement.
- 13. Severability: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in nay respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 14. Neutral Authorship: Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.
- 15. Assignment: This Agreement may not be assigned by the USER without the express written consent of 800HOMEHELP, which may be withheld for any reason. The term "assignment" shall mean any changes in the ownership of the USER, including the transfer of any stock, membership units or interest.
- 16. Governing Law: This Agreement, And the right of the parties hereto, shall be governed by and construed in accordance with the laws of the State of California, and the parties agree that in any such action venue shall lie exclusively in Alameda County, California at the sole discretion of 800HOMEHELP.

USER: _____

BY: _____

DATE: _____

800HOMEHELP:

BY: _____

DATE: _____