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# **TCSP**

# Total Contractor Service Plan For Contractors

The **TCSP** is not a referral or listing service. The **TCSP** is a professional **Construction Management** mobile internet service offered by **Constructionplace.com** for simplifying the Owner/Contractor hiring process and promote responsive, qualify repetitive work.

## **TOP 7 REASONS TO JOIN OUR TEAM TODAY!**



- 1. More Business
- 2. New Customers
- 3. 100% Customer Fees
- 4. Independent Contractor
- 5. No Enrollment Fees
- 6. No Contract
- 7. Just agree to our simple Enrollment Terms



RESIDENTIAL



**BUSINESS PROPERTIES** 

#### **Terms of Enrollment**

- 1. **TCSP ENROLLMENT.** Service Contractor (SC) will sign up on CPC's mobile web site, Constructionplace.com, and keep his/her Contact and Business information up to date. No web site required but recommended.
- 2. ENROLLMENT FEES. None
- 3. **PROJECT ASSIGNMENTS.** CPC will assign projects to SC via e-mail. The e-mail will include the Customers name, address, telephone number, email address if available, a brief description of the work requested, and a projected completion date.
- **4. SCHEDULING THE WORK.** SC shall schedule the work directly with the Customer (preferably with 72 hours upon receiving the assignment e-mail.
- **5. SERVICE CONTRACTOR FEES.** SC shall collect any payments due upon completion and acceptance of the work directly from the Customer and any payments or fees collected shall belong solely to SC.

- **6. SERVICE CONTRACTOR EXPECTATIONS.** SC is expected to, but is not required to:
- A. Limit any travel time to one half of SC's hourly billing rate.
- B. Charge the customer actual cost for any parts and materials and provide receipts for same to the customer when requested.
- C. Provide the Customer with a written estimate for the work before starting the work when requested.
- D. Guarantee all work performed for a minimum of 60 calendar days or as required by the prevailing legal statutes (whichever is longer). Any defective work discovered within the Guarantee period shall be repaired and or corrected at no cost to the Customer.
- E. Allow CPC to mediate any disputes between SC and Customer such as pricing, workmanship and quality of work.
- **6. INDEPENDENT CONTRACTOR.** SC is an independent contractor and is not an employee, partner or co-venture of, or in any other service relationship with CPC. The manner in which SC's services are rendered shall be within SC's sole control and discretion. SC is not authorized to speak for, represent, or obligate CPC in any manner without the prior express written authorization from CPC. CPC shall not make any payments to SC and CPC is not responsible for collecting any SC fees, or issuing 1099 Forms to SC.
- **7. TAXES** SC shall be responsible for all taxes arising from compensation or fees collected under this Plan. Neither federal, nor state, nor local income tax, nor payroll tax of any kind, shall be withheld or paid by CPC on behalf of SC. SC understands that it is responsible to pay, according to law, SC's taxes.
- **8. OTHER TCSP SERVICE CONTRACTORS.** CPC shall have the right, at its sole description, to assign projects to any business, other SC's, CPC's employees and/or affiliate companies.
- **9. USAGE OF CUSTOMER DATA.** CPC shall be the sole and exclusive owner of demographic and customer data derived from the CPC Site. CPC, as the owner, may use such customer data for marketing or any other legal purpose, may use the customer data without notice to, or the approval of, SC, and without any obligation to share with SC any revenues thereby generated.

### 10. LICENCE GRANTS. None

- **11. EFFECTIVE DATE.** Enrollment in this plan shall become effective immediately upon logging into CPC and enrolling in the TCSP by checking the box in the **Users Business** Information titled "**Please enroll me as a service contractor**" and clicking the "**Preview/Post**" button on the bottom of the page.
- **12. TERMINATION.** SC may terminate this plan at any time for any reason by unchecking the above Check Box and clicking on the "Preview/Post" bottom. And CPC reserves the right, at its sole discretion, to terminate SC's enrollment at any time for any reason without any prior notice.
- **13**. **UPDATING THESE TERMS OF ENROLLMENT.** CPC reserves the right to update these TERMS OF ENROLLMENT from time to time without giving any notice and such changes will be available on CPC's Mobile Web Site Constructionplace.com on the SC's Contact/Business Information Page.
- **14. CPC AS CONSTRUCTION MANAGER.** CPC reserves the right to represent the customer as Construction Manager.

### **End of Terms of Enrollment**