

# Service Professional Agreement

HomeDaddy, LLC

## 1. RELATIONSHIP AND PURPOSE

**1.1 Purpose** HomeDaddy connects property owners ("Clients") with qualified independent Service Professionals for maintenance, repair, improvement, and inspection services.

**1.2 Independent Contractor Status** Service Professional is an independent contractor and not an employee, agent, franchisee, or partner of HomeDaddy. Service Professional shall have no authority to bind HomeDaddy in any way.

**1.3 No Exclusivity** Nothing in this Agreement obligates HomeDaddy to provide any specific volume of work. Assignments are offered at HomeDaddy's discretion.

**1.4 Control of Work** Service Professional retains control over the means and methods of performing services, but must meet HomeDaddy's quality, timing, safety, and compliance standards.

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## 2. QUALIFICATIONS AND REQUIREMENTS

**2.1 Licensing and Insurance** Service Professional must, at all times:

- Hold all valid licenses and permits required by local, state, and federal law.
- Maintain at minimum:
  - General Liability Insurance: \$1,000,000 per occurrence.
  - Workers' Compensation Insurance (if employing others).
  - Auto Liability Insurance (if driving to Client sites).
- Proof of insurance shall be provided to HomeDaddy before onboarding and renewed annually.

**2.2 Background Checks** Service Professional and its personnel consent to HomeDaddy's background screening, credential verification, and periodic re-screening.

**2.3 Compliance** Service Professional must comply with all applicable laws, building codes, OSHA standards, and consumer protection regulations. Any violation shall be deemed a material breach.

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### 3. WORK ORDERS AND SERVICE PERFORMANCE

**3.1 Assignment and Acceptance** Each project or task ("Work Order") will specify the service type, location, payment amount, and any special requirements. By accepting a Work Order, Service Professional agrees to complete it in full compliance with this Agreement.

**3.2 Timeliness and Quality** Work must be completed on schedule, safely, and to professional standards. HomeDaddy reserves the right to inspect, audit, or verify the quality of work at any time.

**3.3 Client Interaction** Service Professional must conduct themselves courteously and refrain from any conduct that could damage HomeDaddy's reputation.

**3.4 Warranty of Work** Service Professional warrants all work performed for at least 90 days from completion (or longer if required by law). Defects, damages, or substandard work shall be corrected at Service Professional's sole cost.

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### 4. PAYMENT TERMS

**4.1 Compensation** Payment will be made through HomeDaddy within 7–14 business days following Client approval of completed work.

**4.2 Deductions** HomeDaddy may deduct any applicable platform fees, project management commissions, chargebacks, or penalties from payments due.

**4.3 Taxes and Benefits** Service Professional is fully responsible for all taxes, withholdings, and insurance obligations. No employee benefits shall be provided.

**4.4 Chargebacks and Withholding** HomeDaddy reserves the right to withhold or recover payments for work not performed satisfactorily, incomplete projects, or verified Client complaints.

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### 5. LIABILITY AND INDEMNIFICATION

**5.1 Full Responsibility** Service Professional assumes full and sole responsibility for:

- The safety and conduct of themselves, their employees, and subcontractors;
- All damages or losses to Client property;
- Any bodily injury, death, or legal claims arising out of or related to their work.

**5.2 Indemnification** Service Professional shall defend, indemnify, and hold harmless HomeDaddy, its officers, employees, affiliates, and Clients from any and all claims, damages, liabilities, costs, losses, or expenses (including reasonable attorneys' fees) arising from:

- Work performed by the Service Professional;
- Breach of this Agreement or applicable law;
- Negligence, misconduct, or misrepresentation.

**5.3 Subrogation Waiver** Service Professional waives all rights of subrogation against HomeDaddy.

**5.4 No Liability for HomeDaddy** HomeDaddy's total liability under this Agreement shall not exceed the total amount of service fees paid for the affected Work Order.

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## 6. CLIENT RELATIONSHIP AND NON-SOLICITATION

**6.1 Ownership of Client Relationship** All Client relationships, contact data, and communications facilitated through HomeDaddy remain the exclusive property of HomeDaddy.

**6.2 Non-Solicitation** Service Professional shall not solicit or perform services directly for any HomeDaddy Client for a period of 12 months after last engagement.

**6.3 Breach of Non-Solicitation** Violation of this clause subjects Service Professional to immediate termination and liquidated damages of \$5,000 per Client or the full value of diverted business, whichever is greater.

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## 7. CONDUCT, BRAND USE, AND CONFIDENTIALITY

**7.1 Conduct and Representation** Service Professional shall not misrepresent themselves as a HomeDaddy employee but must uphold brand reputation.

**7.2 Prohibition of Outside Deals** Service Professional shall not request or accept payment directly from Clients for any service initiated through HomeDaddy.

**7.3 Confidentiality** All business information, pricing, and client data are confidential and proprietary to HomeDaddy.

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## 8. TERMINATION

**8.1 Termination for Cause** HomeDaddy may immediately suspend or terminate this Agreement for unsafe conduct, fraud, violation of law, or poor performance.

**8.2 Termination Without Cause** Either party may terminate this Agreement for any reason with 10 days' written notice.

**8.3 Effect of Termination** Upon termination, Service Professional shall complete active Work Orders and cease using HomeDaddy's name, logo, or materials.

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## **9. DISPUTE RESOLUTION AND GOVERNING LAW**

**9.1 Good Faith Efforts** Parties shall attempt to resolve any dispute through good-faith negotiation before legal action.

**9.2 Arbitration** Any unresolved dispute shall be settled by binding arbitration (AAA) in Franklin County, Ohio.

**9.3 Governing Law** This Agreement is governed by the laws of the State of Ohio.

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## **10. LIMITATION OF LIABILITY AND DISCLAIMER**

HomeDaddy is a facilitator, not a general contractor, and assumes no responsibility for the supervision or outcome of Services beyond project coordination.

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## **11. RECORDS AND AUDITS**

HomeDaddy reserves the right to audit Service Professional's records, insurance, and licenses to verify compliance.

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## **12. GENERAL PROVISIONS**

This document constitutes the entire agreement. Sections 5, 6, 7, 9, and 10 shall survive termination of this Agreement.

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