

Sun Home Improvement Referral Program Agreement

Updated 1/9/2012

This is an Agreement which contains the complete terms and conditions between Sun Home Improvement, here after referred to as "company", "us", "our", and you, here after referred to as "customer" or "you", regarding our referral program. Participation in our referral program as set forth below constitutes your acceptance of the terms and conditions of this Agreement, and will be a legally binding agreement between you and Sun Home Improvement.

1. JOINING THE PROGRAM

To join our referral program you must submit a referral for a prospective Customer to our company who must in turn sign a contract with us for work to be done. Once the contract is signed you will be considered part of the referral program. By submitting a referral you are affirmatively stating that you have carefully read and understand the terms set forth in this Agreement and you agree to be bound by the terms of this Agreement.

2. QUALIFICATION OF REFERRED CUSTOMERS

A prospective Customer referred by you will be considered a referral if the following conditions are satisfied:

- The prospective Customer has not been or is not an existing Sun Home Improvement customer.
- The prospective Customer contact information is accurate and can be verified.
- The prospective Customer has signed a contract for a job.

A job is referred to as, but not limited to:

A written contract for replacement of windows, siding or roofing be done for the receipt of payment totaling amounts over \$1500.00 USD

A referred customer cannot be:

- A previous Sun Home Improvement customer that referred you.
- Currently referring you or any member of your immediate household to Sun Home Improvement. Immediate household refers to anybody living at the same street address.

3. STANDARDS OF PARTICIPATION / CODE OF CONDUCT

All gifts and/or compensation received as part of this program cannot be exchanged for another form of compensation with Sun Home Improvement.

4. GIFTS

Gifts are given to you for participation in the referral program upon the signing of the prospective Customer to a contract. All gifts that are given in return for referrals are solely made at Sun Home Improvement's discretion and cannot be determined by you or the prospective Customer.

5. PUBLICITY

You agree that Sun Home Improvement may use your name, image, and other marketing materials in, but not limited to, presentations, customer lists and financial reports and on our website without further compensation to you other than what is given for participation unless prohibited by law.

Other marketing materials consist of, but are not limited to, the following:

- Images of your house and property
- Images of our employees working on your house or property
- Name of your neighborhood

6. TERM AND TERMINATION

The term of this Referral Program Agreement will commence on Sun Home Improvement's signing of the prospective Customer to a work contract and will end when Sun Home Improvement compensates you for the referral. All marketing material gained during your participation in the referral program become property of Sun Home Improvement and is subject for use in any marketing activity mentioned in section 5 of this agreement and will end when Sun Home Improvement deems the materials outdated for use or you send a written request to Sun Home Improvement to discontinue use of those marketing materials. Sun Home Improvement may terminate this Agreement at any time, without cause and without liability, by informing you either verbally or through writing.

7. NO GUARANTEE

Sun Home Improvement reserves the right to modify any of the terms and conditions of this Agreement at any time. A change notice will be posted on our site.

8. LIMITATIONS OF LIABILITY; FORCE MAJEURE

Sun Home Improvement is not liable for lost, stolen, or destroyed gifts given to you for participating in the program. Personally identifiable information such as, but not limited to, street address, phone number, email address, and billing method and amount will not be sold or distributed publicly. This information will remain in the hands of Sun Home Improvement and will be used solely for the purpose of contacting you for billing and other promotional efforts. Promotional efforts include, but are not limited to, direct mail pieces, emails, newsletters, and phone calls. All promotional efforts will be created by Sun Home Improvement and/or their co-branded partners and will be used for Sun Home Improvement and/or their co-branded partner's promotions only. Identifiable information such as first and last name, city of residence, and any comments made about service and/or products of Sun Home Improvement and/or their co-branded partners, will be used as marketing materials as stated in section 5 of this agreement. Each party acknowledges that the other party has entered into this Agreement relying on the limitations of liability stated herein and that those limitations are an essential basis of the bargain between the parties. Without limiting the foregoing and except for payment obligations, neither party shall have any liability for any failure or delay resulting from any condition beyond the reasonable control of such party, including but not limited to governmental action or acts of terrorism, earthquake or other acts of God, labor conditions, and power failures.

9. RELATIONSHIP

The relationship of the parties hereunder is solely that of independent contractor, Sun Home Improvement, and customer, you. Nothing contained in this Agreement will be construed as creating any agency, joint venture, employment, partnership, representations or other such relationship between the parties. Neither party is authorized under this Agreement to enter into any contracts, commitments nor other legal obligations, on behalf of the other party and neither party shall represent having such authority.

10. MISCELLANEOUS

This Agreement shall be governed by the laws of the State of Michigan, except for its conflicts of laws principles. Any dispute or claim arising out of or in connection with this Agreement shall be adjudicated in Washtenaw County, Michigan. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. Any modifications to this Agreement can be made by the sole discretion of Sun Home Improvement. If any provision herein is held unenforceable, then such provision will be modified to reflect the parties' intention, and the remaining provisions of this Agreement will remain in full force and effect. You may not resell, assign, or transfer any of your rights hereunder. Any such attempt may result in termination of this Agreement, without liability to Sun Home Improvement.