TCM Client Terms

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These Client Terms contain the standard legal and operating terms for services provided by The Contractors Marketing (TCM). Your completed, signed Service Agreement identifies the services, deliverables, fees, timing, commitment and any special terms for your engagement.

Permanent version: https://thecontractorsmarketing.com/client-terms/versions/2026-11-14/

1. Your agreement and the version you accept

These Client Terms apply when a Service Agreement expressly incorporates this version and the parties accept that agreement. The Service Agreement means the completed service summary, expressly signed Special Terms and addenda, and the specifically identified version of these Client Terms. Client means the person or business identified in that agreement.

Order of control: expressly signed Special Terms and addenda control first, then the completed service summary, then the specifically identified Client Terms version. A completed Service Term or Cancellation field overrides the corresponding default in these Client Terms. No service or fee is included merely because it is mentioned in these terms or on TCM's website.

Version 2026-11-14 is available at the permanent version link and as a downloadable PDF. TCM provides the identified terms for review before signing. By accepting the Service Agreement, the parties accept the completed summary and the identified Client Terms, including payment, commitment and cancellation obligations.

Publishing a later website version does not amend an accepted agreement. Changes require both parties' written acceptance. Existing agreements, including agreements that replace the website terms or refer to an earlier version or the unversioned Client Terms page, retain the terms actually accepted and their agreed order of control. This release does not retroactively replace them. A historical website snapshot is evidence of the page captured, not proof of what any particular client received or accepted.

2. Included work and service standard

TCM will perform the included services in a commercially reasonable manner. Included services and final deliverables are only those identified in the completed service summary or later agreed in writing. Extra channels, locations, major revisions, new campaigns, websites, creative or technical work require written agreement on scope and price.

TCM may use contractors, vendors, software platforms, automation tools and other service providers to perform the services and remains responsible for its obligations. A third-party platform's own functionality and availability remain subject to Section 8.

TCM will provide reporting and communication reasonably related to the included services. The service summary records the reporting cadence, delivery boundaries and any specific handoff. Client feedback about inquiry quality, appointments, estimates and closed jobs supports useful reporting and optimization.

3. Client responsibilities and launch readiness

Client will provide accurate business information, authorized materials, necessary account access, working payment methods and timely approvals. Client maintains its licensing, insurance, verification and platform eligibility; confirms that business claims and materials are accurate and lawful; answers inquiries and handles estimates, sales and customer service; and provides useful feedback about lead quality and outcomes.

Required information includes agreed services and service areas, business and offer details, brand assets, photos, reviews and other materials needed for the included work. Client will review and approve requested ads, pages, forms, tracking, automations and campaign content.

Missing access, approvals, payment, funding or verification can delay launch and delivery without waiving payment obligations. The completed service summary identifies the applicable start date or launch trigger. Client-caused delays do not move a launch-based billing trigger to an earlier date; amounts otherwise earned or incurred remain due. The roofing guarantee has its own readiness and clock rules in Section 10.

4. Fees, media funding and additional costs

Client will pay the amounts and follow the payment method stated in the service summary. The service/management fee pays for TCM's agreed services, including Local Visibility where selected; references to management fees in these terms include that agreed service fee. Media spend pays advertising platforms. Setup, management, media, usage, taxes and third-party pass-through costs must be distinguishable. A planned monthly total does not mean TCM collects every amount.

Setup covers initial strategy, configuration, tracking, campaign preparation, CRM, lead routing and related launch work, to the extent included. The setup fee becomes earned and nonrefundable once this work begins, including if Client cancels before recurring billing starts.

Unless included in the service summary, Client is responsible for usage-based and third-party costs incurred for the included services, including calls, phone numbers, SMS, email, AI, hosting, premium apps and integrations. Applicable usage costs and their billing basis are agreed before launch or the added work. The agreed service fee covers CRM and other services included in the service summary. No service or fee is added merely because this agreement mentions it.

Unless expressly signed Special Terms change the rule, monthly managed media above $20,000 adds a management fee of 10% of only the excess; this may be invoiced in arrears. The base management fee and managed scope are recorded in the service summary.

Client normally pays platforms directly using Client's payment method in Client-owned advertising accounts. Media paid directly to a platform is billed by that platform and is not also collected by TCM. If the service summary authorizes TCM to collect media funds, Client remains responsible for actual approved platform costs, taxes, processing and reconciliation differences. Funding and reconciliation follow the agreed payment method; TCM does not have to advance unfunded media spend.

Paid-media services and Local Visibility may be purchased separately or together. Agreed fees for combined services are additive. Shared tracking or follow-up work is scoped together so an included item is not billed twice. Public package information does not add services or amend an accepted price.

5. Billing start and payment

Paid-media monthly management fees begin when the first agreed campaign goes live and recur monthly thereafter. The one-time paid-media launch/setup fee is due at signing for agreed pre-launch work. For new TCM-built sites, monthly Local Visibility billing begins at website launch; website/setup covers pre-launch work. Existing TCM-built sites use the agreed service start date. The completed summary identifies campaign scope and separate service-specific start triggers.

Client authorizes TCM and its processor to charge amounts due under the agreement and will keep a valid payment method on file. Disputes and chargebacks do not erase valid amounts owed. Overdue balances may accrue the lesser of 1.5% monthly or the maximum lawful rate, plus reasonable lawful collection, court and attorney costs.

6. Term, cancellation and suspension

Ongoing services run month to month from the applicable Billing Start Date, with no minimum initial commitment. You can cancel at any time. Your service continues through the end of the billing period you've paid for and won't renew. To cancel, email the notice address in your Service Agreement. TCM may also give written notice of nonrenewal effective at the end of the paid billing period, subject to Section 10. Earned setup fees, incurred media costs and approved committed third-party costs remain payable. Any expressly signed service-specific term or cancellation agreement controls.

TCM may suspend services immediately upon notice for overdue or failed payment, chargebacks, missing access or funding, delayed approvals, unlawful or unsafe instructions, platform restrictions, or a reasonable legal, platform or reputational risk. Either party may terminate for material breach if the other fails to cure within 10 days after written notice. Fees and obligations already incurred survive termination.

The service summary records any service-specific cancellation, website handoff and ongoing hosting arrangement. Transition assistance follows Section 12; ending a service does not transfer agency subscriptions or reusable systems. Cancellation does not require completing the 30-day guarantee period. Guarantee eligibility, the first-30-days management-fee refund and free continuation remain governed by Section 10.

Section 10 controls any otherwise applicable recurring management fee and ordinary cancellation provision for its guarantee remedy. While Client remains eligible, meets the stated conditions and wants the agreed continuation, TCM will not use ordinary cancellation notice to end free management before the original target is reached. Client may still cancel under this section; a refund already due under Section 10 survives cancellation. If Client cancels during free continuation after the paid billing period has ended, free management ends when TCM receives the cancellation or on a later date the parties agree in writing. Existing material-breach and suspension provisions remain applicable.

7. Accounts and access

Where commercially practical and permitted by platform rules, Client retains ownership of or reasonable access to its advertising accounts, campaign history, pixels, analytics, first-party leads, CRM and call-tracking records. TCM receives the manager, partner or user access needed for the work. Use supported permissions rather than sharing personal passwords. Client remains responsible for valid billing, advertiser verification and platform eligibility.

Some tools may be configured inside TCM-controlled accounts, workspaces, subaccounts, snapshots, templates or agency systems. The service summary should identify any material ownership, export or transfer restrictions for the included assets. Client revoking required permissions, removing payment methods or causing verification or access failures may prevent performance and result in suspension under Section 6.

8. Third-party platforms

Platforms control their billing, approval, policies and availability. TCM is not responsible for their outages, ad rejection, account suspension, verification failures, holds, algorithm changes, data delays or changed functionality, except to the extent caused by TCM's gross negligence or willful misconduct. Client remains responsible for platform costs already incurred or committed. Third-party software, materials and usage remain subject to their own terms and transfer limits.

9. Results and performance limits

Except for the expressly included roofing inquiry guarantee in Section 10 or another expressly signed commitment, TCM does not guarantee impressions, clicks, calls, leads, lead quality, appointments, sales, revenue, ROAS, acquisition costs, rankings, AI mentions, account approval or uninterrupted delivery. Results also depend on platforms, competition, seasonality, offers, reputation, response speed and Client's sales process.

The general performance disclaimer does not remove the express management-fee refund and free-management continuation for an eligible roofing campaign under Section 10. The guarantee concerns qualified inquiries only; it does not guarantee booked estimates, jobs, revenue or profit. This guarantee applies only to eligible US residential roof-replacement paid-media campaigns.

10. Eligible roofing inquiry guarantee

This guarantee applies only to eligible US residential roof-replacement paid-media campaigns expressly confirmed in the signed service summary before launch. The summary records eligibility, selected plan, qualified-inquiry target, funded media budget at the selected plan maximum, launch date or readiness trigger, and Client's response standard agreed before launch.

The target is the following number of qualified inquiries within 30 days of eligible campaign launch, using the selected plan's maximum recommended media budget:

Paid-media plan	30-day target	Funded media budget (30 days)
Focused Ads	20 qualified inquiries	$3,000
Ads Pilot	30 qualified inquiries	$5,000
Growth Ads	60 qualified inquiries	$10,000
Scale Ads	120 qualified inquiries	$20,000

A qualified inquiry is a unique homeowner or authorized property decision-maker with usable contact details who genuinely requests roof-replacement help in the agreed US service area and is attributable to TCM-managed campaigns. Spam, tests, duplicates, vendors, job seekers, out-of-area inquiries and repair-only inquiries do not count.

The 30-day clock begins when eligible campaigns launch with working tracking, required access, funding and approvals. The stated media budget is each plan's maximum recommended media budget and must be allocated and funded for the eligible campaigns during the initial 30-day guarantee period and any free-management period. That amount is also the media-spend cap for each agreed 30-day campaign period unless Client approves a

budget change in writing. Actual media spend may be lower if the target is attained before the full budget is used. Client-requested holds or Client-caused loss of required access pause the clock.

Client must provide accurate service details and materials, timely approvals, and inquiry-quality and booking feedback, and answer inquiries within the response standard agreed before launch.

If the applicable target is missed at the end of the initial 30-day guarantee period under these conditions, TCM will refund the paid-media management fees actually paid for the first 30 eligible management days and, from the end of that initial period, continue managing the eligible campaigns at the same plan and scope without management fees until the original plan target is cumulatively reached.

The refund covers only amounts actually paid and attributable to those first 30 eligible days of paid-media management, accounting for applicable proration, discounts and billing adjustments. An amount already refunded or credited is not refunded twice. The refund excludes launch/setup fees, media spend, call/SMS usage, third-party costs and other services. An unpaid management amount attributable to the covered first 30 eligible days is waived rather than paid out as a cash refund.

Qualified inquiries from the initial guarantee period and the free-management continuation count together toward the same original target. The target does not reset each month, and there is no fixed time limit on the free-management continuation while the stated eligibility and operating conditions remain satisfied. Management fees do not accrue during this free continuation and will not be billed retroactively. After the original target is reached, normal agreed management billing may resume prospectively, subject to the agreement's cancellation terms.

Client continues to fund and pay media spend separately throughout the free-management continuation, with the same agreed plan budget and scope unless changed in writing. Launch fees, call/SMS usage, third-party costs and other services remain payable as agreed. The refund and continuation do not promise booked estimates, sold jobs, revenue or profit. No separate claim deadline is imposed by this section.

11. Personal information and communications

Client determines the purposes and lawful basis for processing its business's personal information. TCM acts as a service provider or processor to the extent applicable law characterizes the relationship that way. Client must have the rights, notices and consents needed to collect, disclose and use the information for the services.

TCM will use commercially reasonable safeguards appropriate to the information and may use providers and subprocessors reasonably needed for delivery. No system or transmission is completely secure. TCM may retain internal records reasonably needed for delivery, quality control, billing, security, disputes and legal obligations, subject to confidentiality and applicable law.

Where included, TCM may configure forms, CRM stages, templates, tracking, recordings and automated follow-up. Client is responsible for how it uses those systems and for required consent, notices, opt-outs and compliance with privacy, call-recording, telemarketing, do-not-call, TCPA, CAN-SPAM, carrier and platform requirements. Suggested wording or technical setup is not a guarantee of legal compliance. TCM may decline, modify or pause work reasonably believed unlawful, misleading or contrary to platform rules.

Client confirms that supplied or approved claims, offers, reviews, photos, financing statements, warranties and testimonials are truthful, authorized and properly supported. TCM's drafting or formatting does not transfer responsibility for the facts about Client's business.

12. Deliverables, ownership and handoff

Client keeps its supplied content, marks, business materials, accounts and data. After all amounts owed are paid, Client owns final custom deliverables created specifically for it, excluding TCM Materials and third-party materials.

TCM Materials are TCM's pre-existing or reusable templates, systems, frameworks, campaign structures, naming conventions, processes, workflows, snapshots, configurations, automations, code, tools and know-how. TCM retains those materials. Where they are embedded in a paid final deliverable, Client may continue using them as part of that deliverable; this does not transfer the reusable system or grant a third-party software license. Client permits TCM to use Client's supplied name, marks and materials as needed for the work and confirms it has the right to supply them.

After termination and payment of outstanding amounts, TCM will provide commercially reasonable cooperation to export available Client-owned data and transition Client-owned assets. Platform features, privacy, ownership and license limits may restrict transfer. Extra migration, rebuilding, training or transition work is separately quoted and approved unless already included. Agency software access and nontransferable subscriptions do not transfer with a deliverable.

13. Confidentiality

Each party will protect the other's nonpublic business, technical, financial, customer and campaign information with reasonable care and use it only for the services. Information already public, independently developed, lawfully received elsewhere or required to be disclosed by law is excluded. These duties survive termination.

14. Indemnity

Client will defend, indemnify and hold harmless TCM and its owners, employees, contractors and agents from claims, damages, fines, penalties, liabilities and reasonable expenses arising from Client's materials, business or fulfillment; supplied or approved unlawful or misleading claims; missing licenses or insurance; communications, consent or privacy issues arising from Client's practices, lists, instructions, forms or approvals; or Client's breach of this agreement.

TCM will defend and indemnify Client from third-party claims finally adjudicated to arise from original deliverables TCM creates specifically for Client directly infringing a U.S. copyright, trademark or trade secret. This excludes claims arising from Client materials or instructions, modifications not made by TCM, use outside the intended scope, combinations with materials TCM did not supply, or third-party assets or platforms.

15. Limits of liability

To the fullest extent permitted by law, neither party is liable for indirect, incidental, consequential, special, exemplary or punitive damages, including lost profit, revenue, opportunity, data or reputation, platform downtime or marketing outcomes. Unless expressly signed Special Terms state otherwise, TCM's aggregate liability is capped at the service/management fees actually paid to TCM during the three months before the event. Media, taxes, platform, usage and third-party pass-through costs are excluded from that calculation.

These limitations do not limit Client's payment obligations, either party's confidentiality obligations or intellectual-property misuse, Client's indemnity obligations, fraud, gross negligence or willful misconduct.

The liability cap does not reduce or replace TCM's express refund or free-management continuation obligations under Section 10.

16. Governing law and disputes

Washington law governs, without conflict-of-law rules. The parties will try in good faith to resolve disputes for 30 days after written notice; actions must be brought in Washington state or federal courts with jurisdiction. Either party may seek injunctive relief for confidential-information misuse or intellectual-property infringement.

17. General agreement rules

TCM is an independent contractor. Neither party is liable for delay or failure caused by events beyond its reasonable control; payment of amounts already incurred is not excused. Client may not assign this agreement without TCM's written consent except with a bona fide sale of substantially all business assets. TCM may delegate work while remaining responsible for its obligations.

Notices may be emailed to the addresses in the Service Agreement or an updated address designated in writing. Changes require both parties' written acceptance. Failure to enforce a term is not a waiver; invalidity of one term does not invalidate the rest. The Service Agreement, including these identified Client Terms and expressly identified written addenda, replaces prior discussions about this engagement. Electronic signatures and copies may be used. Payment, confidentiality, data/privacy, ownership, indemnity, liability, disputes and accrued obligations survive termination.

18. Contact

The Contractors Marketing | info@thecontractorsmarketing.com | +1 (206) 864-5140

Website: https://thecontractorsmarketing.com. Use the notice addresses in your Service Agreement for engagement-specific notices.