

TENANT IMPROVEMENT NETWORK

Territory Agreement

Building Strong Contractor Partnerships Across Defined Commercial Markets

This Territory Agreement establishes the basic relationship between the Tenant Improvement Network and a participating contractor serving a defined geographic market.

The purpose of the territory system is simple:

Create meaningful market opportunity for participating contractors while maintaining reliable coverage for commercial customers.

The network is designed around long-term contractor relationships rather than simply distributing opportunities to the largest possible number of companies.

AGREEMENT COMPLETION INSTRUCTIONS

This agreement is completed in two parts.

CONTRACTOR TO COMPLETE

Please complete all sections specifically marked CONTRACTOR TO COMPLETE. These sections provide the information TI NETWORK needs to review your company for territory participation.

The contractor may request specific markets, cities, counties, ZIP codes, or other geographic areas. Requested territories are subject to network review, territory availability, contractor capability, and final approval by TI NETWORK.

TI NETWORK TO COMPLETE

Please leave all sections marked TI NETWORK TO COMPLETE blank. These sections will be completed by TI NETWORK following review of your company, requested market, territory availability, and proposed network relationship.

Once your completed agreement is submitted, TI NETWORK will review your information and provide a response within 48 hours.

1. CONTRACTOR

CONTRACTOR TO COMPLETE

Company:

Primary Contact:

Phone:

Email:

Primary Trade / Specialty:

2. REQUESTED TERRITORY

CONTRACTOR TO COMPLETE

Please identify the geographic market or markets you would like TI NETWORK to consider for your company.

Primary Requested Market / Territory:

Cities / Counties / ZIP Codes Requested:

Additional Markets or Territories You Would Consider:

Current Commercial Service Area:

Are you requesting exclusive territory consideration?

Yes

No

Open to Discussion

Requested territory is not guaranteed. TI NETWORK will evaluate territory availability, market coverage, contractor capabilities, existing network relationships, and other relevant factors before making a territory assignment.

3. ASSIGNED TERRITORY

TI NETWORK TO COMPLETE

Following review, TI NETWORK will identify the territory approved for network participation.

Territory Name:

Cities / Counties / ZIP Codes Included:

The contractor agrees that it has the reasonable capability and willingness to serve commercial customers throughout the assigned territory.

Specific project opportunities may still depend upon project type, size, location, contractor capability, licensing, availability, and customer requirements.

4. TERRITORY STATUS

TI NETWORK TO COMPLETE

Territory participation will be designated as:

Specific territory status:

If a territory is designated Exclusive, the Tenant Improvement Network intends to limit equivalent network participation within the defined territory according to the terms of this agreement.

Exclusivity does not constitute a guarantee of project volume, revenue, leads, contracts, rankings, customer selection, or any specific business result.

The network may also maintain relationships with contractors serving different trades, specialties, project sizes, or capabilities within the same geographic market.

5. WHAT TERRITORY PARTICIPATION PROVIDES

Depending upon the contractor's participation level and market, the network may provide:

- Representation within the assigned geographic territory
- Placement within relevant network pages or contractor resources
- Commercial project inquiries
- Introductions to prospective customers
- Opportunities involving property managers, facility managers, building owners, tenants, developers, or general contractors
- Inclusion within broader Tenant Improvement Network initiatives
- Cross-trade or contractor referral opportunities
- Additional market exposure developed by the network

The exact volume and type of opportunities will naturally vary by territory and market conditions.

6. CONTRACTOR RESPONSIBILITIES

Territory participation requires active participation.

The contractor agrees to make reasonable efforts to:

- Respond to legitimate network opportunities
- Communicate professionally with prospective customers
- Maintain appropriate licensing and insurance
- Accurately represent its capabilities
- Inform the network when a project falls outside its capabilities
- Inform the network of significant changes in service area or availability
- Maintain professional conduct
- Follow the Tenant Improvement Network Standards
- Reasonably serve the territory it has accepted

The contractor remains responsible for determining whether any individual project is appropriate for its company.

7. LEAD & PROJECT RESPONSE

The network does not require contractors to accept every opportunity.

Contractors may decline projects because of:

- Project size
- Project type
- Scheduling
- Geographic limitations
- Licensing requirements
- Capacity

- Customer requirements
- Scope of work
- Other legitimate business considerations

However, repeated failure to respond to network opportunities may result in a review of territory participation.

The network's objective is not to force contractors to accept projects.

It is to ensure that commercial customers receive a reasonable response.

8. CUSTOMER RELATIONSHIP

Participating contractors operate independently.

The contractor determines its own:

- Pricing
- Estimates
- Proposals
- Contracts
- Scheduling
- Employees
- Subcontractors
- Project management
- Means and methods of construction
- Warranties
- Customer relationships

The Tenant Improvement Network is not a party to construction contracts entered into between contractors and customers unless separately agreed to in writing.

Contractors remain responsible for the work they perform.

9. PERFORMANCE & TERRITORY REVIEW

Territories are intended to remain stable when the relationship is working well.

The network may periodically evaluate territory performance based on factors including:

- Responsiveness
- Customer communication
- Territory coverage
- Project acceptance patterns
- Customer feedback
- Contractor feedback
- Commercial capabilities
- Continued licensing or operational capability
- Participation in network opportunities
- Repeated complaints or unresolved issues

A territory should remain with a contractor that is actively and professionally serving it.

The objective is not constant contractor turnover. The objective is strong, dependable market coverage.

10. TERRITORY MODIFICATION

Commercial markets change.

Contractor capabilities also change.

The network and contractor may mutually agree to modify a territory when appropriate.

This may include:

- Expanding geographic coverage
- Reducing geographic coverage
- Adding additional service categories
- Removing service categories
- Dividing a territory
- Combining territories
- Changing exclusivity status

Material territory changes should be documented in writing.

11. NETWORK PROTECTION

Territory exclusivity depends upon reasonable contractor participation.

A contractor should not hold an exclusive territory indefinitely while consistently failing to respond to opportunities or adequately serve the market.

If significant performance issues develop, the network may:

- Discuss the issue with the contractor
- Establish reasonable corrective expectations
- Modify the territory
- Change exclusivity status
- Add additional contractor coverage
- Suspend territory participation
- End the territory relationship

Whenever reasonably practical, the goal will be to address performance issues before changing territory status.

12. NO GUARANTEE OF BUSINESS

The Tenant Improvement Network develops commercial visibility, contractor relationships, market infrastructure, and opportunities.

However, no specific amount of business can be guaranteed.

Participation does not guarantee:

- A minimum number of leads
- A minimum number of projects
- Revenue
- Contracts
- Search engine rankings
- Customer selection
- Market share
- Profitability

The value of a territory develops through the combined efforts of the network, the participating contractor, market demand, and the contractor's ability to convert opportunities into successful customer relationships.

13. TERM

TI NETWORK TO COMPLETE

Agreement Start Date:

Initial Term:

Renewal Terms:

Unless otherwise specified in writing, continued territory participation remains subject to the Tenant Improvement Network Standards and the terms of this agreement.

14. ENDING THE RELATIONSHIP

Either party may choose to end the territory relationship according to the notice requirements established below.

TI NETWORK TO COMPLETE

Required Notice:

Upon termination:

- The contractor will no longer represent itself as the active network contractor for the territory.
- The network may assign the territory to another contractor.
- Network listings, pages, references, or other materials may be updated to reflect the change.
- Existing customer contracts between the contractor and its customers remain the responsibility of those parties.
- Any outstanding financial obligations between the contractor and network remain due according to their applicable terms.

The goal is to make both entering and leaving the network straightforward and professional.

15. FEES & COMMERCIAL TERMS

TI NETWORK TO COMPLETE

Territory Fee:

Payment Schedule:

Project / Referral Fee, if applicable:

Additional Terms:

Any commission, referral fee, revenue share, marketing fee, or other financial arrangement should be specifically documented here or in an attached written addendum.

16. INDEPENDENT BUSINESS RELATIONSHIP

The contractor remains an independent business.

Nothing in this agreement creates an employment relationship, partnership, joint venture, franchise, agency relationship, or guarantee of work between the contractor and the Tenant Improvement Network.

Each party remains responsible for its own business operations, taxes, employees, insurance, legal obligations, and contractual commitments.

THE TERRITORY PRINCIPLE

The Tenant Improvement Network is not designed to place as many contractors as possible into every market.

It is designed to build strong relationships with capable contractors who can reliably serve defined commercial territories.

In return, the network works to build visibility, infrastructure, relationships, and commercial opportunity around those markets.

Protect the territory.

Serve the territory.

Build the market together.

That is the foundation of the Tenant Improvement Network territory model.

ACCEPTED AND AGREED

CONTRACTOR

CONTRACTOR TO COMPLETE

Company:

Authorized Representative:

Title:

Signature:

Date:

TENANT IMPROVEMENT NETWORK

TI NETWORK TO COMPLETE

Authorized Representative:

Title:

Signature:

Date:

WHAT HAPPENS NEXT

Once this completed agreement is submitted, TI NETWORK will review the contractor information, requested market, territory availability, contractor capabilities, and proposed network relationship.

You will receive a response from TI NETWORK within 48 hours of submission.

If approved, TI NETWORK will complete the applicable assigned territory, territory status, term, commercial terms, and network authorization sections before the agreement is finalized.

The territory ultimately offered by TI NETWORK may match the contractor's requested territory, represent a portion of the requested territory, combine requested areas into a larger network territory, or provide an alternative territory based on market availability and network structure.