

<h1>Mister General Contractor – Terms & Conditions</h1>

<p>Last Updated: September 2025</p>

<p>Contact: info@mistergcontractor.com</p>

<h2>1. Services Provided</h2>

MGC provides marketing and lead generation services for licensed general contractors in Ontario, Canada.

Services include social media management, paid advertising, lead generation campaigns, and reporting.

Leads include name, phone, email, and project type as provided by the homeowner.

Important: MGC is not a licensed contractor. Contractors are solely responsible for performing all work.

<h2>2. Fees and Payment Terms</h2>

Fees are outlined in your selected plan and due before campaigns begin.

Optional ad spend included in plans is managed by MGC; additional ad spend requires prior written approval.

Fees are non-refundable unless explicitly stated otherwise.

Applicable HST (13% Ontario) will be added to all fees.

<h2>3. Contractor Responsibilities</h2>

Contractors must be licensed, insured, and compliant with Ontario law.

- Responsible for all work completed for leads delivered by MGC.
 - Must respond promptly and professionally to leads.
 - Cannot resell, distribute, or share leads without written consent from MGC.
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<h2>4. Lead Delivery & Exclusivity</h2>

- Exclusive Plans: Leads delivered only to the contractor in the agreed service area and timeframe.
 - Shared Plan: Leads may be shared with up to 2 other contractors.
 - No guarantees on number of leads; outcomes depend on market conditions and contractor follow-up.
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<h2>5. Confidentiality & Intellectual Property</h2>

- MGC owns all campaign strategies, ad creatives, and reports.
 - Contractors may use these materials only to promote their services during the term of the agreement.
 - Both parties must maintain confidentiality of sensitive business information unless required by law.
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<h2>6. Results Disclaimer</h2>

<p>MGC does not guarantee leads, revenue, or project conversions. Marketing outcomes depend on external factors beyond MGC's control.</p>

<h2>7. Limitation of Liability</h2>

MGC is not responsible for contractor work or any damages arising from it.

Maximum liability is limited to fees paid for services during the applicable term.

MGC is not liable for indirect, incidental, or consequential damages, including lost profits or business interruptions.

<h2>8. Indemnification</h2>

<p>Contractors agree to indemnify and hold MGC harmless against claims, damages, or expenses (including legal fees) arising from:</p>

Contractor's work or violations of law.

Misuse or distribution of leads.

Breach of this agreement.

<h2>9. Termination</h2>

Either party may terminate with 30 days' written notice.

MGC may suspend or terminate services immediately for non-payment, false information, or misuse of leads.

Contractors remain responsible for payment for services rendered up to the termination date.

<h2>10. Data Privacy & Compliance</h2>

Both parties must comply with PIPEDA and other applicable Canadian privacy laws.

- All email and marketing communications must follow Canada's Anti-Spam Law (CASL).

<h2>11. Governing Law & Dispute Resolution</h2>

- Governing law is Ontario, Canada.

- Parties agree to first attempt mediation for disputes; unresolved disputes are subject to binding arbitration in Ontario.

<h2>12. Modifications to Agreement</h2>

- MGC may update these terms at any time; changes are effective upon notice via email or website.

- Continued use of services constitutes acceptance of the updated terms.

<h2>13. Quick Highlights</h2>

- MGC provides leads and marketing support; contractors perform the work.

- No guarantees on lead numbers or revenue.

- Contractors must be licensed, insured, and responsible for their projects.

- Exclusive and shared plans available; shared leads are limited to 2 other contractors.

- Fees are non-refundable and due before campaigns start.

- Contractors indemnify MGC against claims related to their work or misuse of leads.

