

# APPLICATION AND DEALER AGREEMENT

## Instructions

1. To apply for the Ecoer Certified Dealer program (“ECD Program”), complete and/or submit the documentation required by Sections A through E below.
2. Read the Terms in Sections 1 through 14 below.
3. If agreeable to the Terms, sign and return this Agreement to your Ecoer Distributor. Incomplete Agreements will not be accepted and will be returned for completion.

## A. Dealership Information

<b>Dealer Legal Name:</b>		<b>Date:</b>	
<b>Dealer Company Name:</b>			
<b>Address:</b>			
<b>City:</b>	<b>State:</b>	<b>Zip:</b>	
<b>Federal Tax ID Number:</b>		<b>State license Number:</b>	
<b>Number of Employees:</b>		<b>Number of Service / Install Trucks:</b>	
<b>Primary Contact:</b>		<b>Company Website:</b>	
<b>Primary Contact Email:</b>		<b>Primary Contact Phone Number:</b>	
<b>Primary Contact Fax Number:</b>		<b>Primary Contact Cell Number:</b>	
<b>Contractor Signature:</b>		<b>Title:</b>	
<b>Contractor Printed Name:</b>		<b>Primary Wholesaler:</b>	
<b>Ecoer Representative Name:</b>		<b>Ecoer Representative Signature:</b>	

**\*Dealer certifies that with full intention, they will support and promote the Ecoer HVAC products as a primary HVAC equipment product group. Dealer further agrees to work towards a goal of 50% of all unitary HVAC installations be wholly or partially Ecoer branded products. In addition, at least 75% of all Ecoer heat pump installations should be installed with the Ecoer cellular gateway.**

\*HVAC Equipment is defined as residential light commercial heat pump heating and cooling equipment, systems, and accessories presently marketed and distributed through Ecoer’s wholesale distributors. Products include heat pumps, air handlers, furnaces, evaporator coils, cellular gateway, and thermostats.

## B. Primary Contact Person

The ECD Program requires one person per Dealer to be designated as the primary contact, who will receive all information about the program(s). Preferably, this person should be an administrator with responsibilities for updating company information, handling communications, etc. During each calendar year, one or more of Dealer’s employees will be required to complete an Ecoer sponsored training which will include technical instruction, application instruction and / or sales and support training.

## C. ECD Program Training Requirements

4. During each calendar year, one or more of Dealer’s employees will be required to complete an Ecoer sponsored training which will include technical instruction, application instruction and / or sales and support training.

### ECD Program Technician Certification

Ecoer is committed to installation and service excellence. At least 50% of Dealer’s HVAC service technicians are required to have attended an Ecoer sponsored technical training course. In addition, service technicians should be but not required NATE® certified (core + 1 specialty exam – heating or a/c) or unioncard certified.

Please list certified technicians below. If Dealer has additional certified technicians, list on a separate page. In addition, Dealer understands and agrees that all installations will be performed by an Ecoer trained technician.

Name: _____	Certification: _____	Date: _____
Name: _____	Certification: _____	Date: _____
Name: _____	Certification: _____	Date: _____
Name: _____	Certification: _____	Date: _____
Name: _____	Certification: _____	Date: _____
Name: _____	Certification: _____	Date: _____

## Terms

The terms of the ECD Program are contained in the following pages of this Application and Dealer Agreement (“Agreement”).

Dealer hereby applies to Ecoer, Inc., with an office located at 43671 Trade Center Place, Suite 100, Dulles, VA 20166 (“Ecoer”) for appointment as a Ecoer Certified Dealer, and if approved by Ecoer, Dealer agrees to comply with the following terms:

### 1 Appointment as Ecoer Certified Dealer and ECD Program Requirements

- 1.1 Upon Dealer’s completion and/or submission of the documentation required by Sections A through C above, Ecoer’s approval of this Agreement, and written notification thereof from Ecoer to the Dealer, Dealer shall become a non-exclusive Ecoer Certified Dealer commencing on the date Ecoer approves Dealer as a Ecoer Certified Dealer in writing.
- 1.2 Dealer shall not appoint sub-dealers.
- 1.3 During the term of the Agreement, Dealer agrees to work towards a goal of 50% of all unitary HVAC installations be wholly or partially Ecoer branded products. In addition, at least 75% of all Ecoer heat pump installations should be installed with the Ecoer cellular gateway.
- 1.4 During the term of the Agreement, Dealer shall advertise and identify its business non-exclusively with the Ecoer brand with respect to the following categories of HVAC Equipment: heat pumps, air handlers, evaporator coils, and furnaces.
- 1.5 For the sole purpose of describing the repair and maintenance services provided by Dealer, Dealer’s website(s) should display Ecoer Certified Dealer on the cover page.
- 1.6 During the term of the Agreement, at least 50% of Dealer’s HVAC service technicians are required to have attended an Ecoer sponsored technical training course. In addition, service technicians should be but not required NATE® certified (core + 1 specialty exam – heating or a/c) or union card certifie

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- 1.7 Dealer shall clearly and conspicuously identify itself and hold itself out to the general public as a Ecoer Certified Dealer by including the approved Ecoer Factory Authorized logo on one or more of the following: service vehicles, website, uniforms, signage, or advertisements.
- 1.8 Dealer shall comply with all Ecoer installation and service instructions and policies and shall perform all Ecoer Product installations and service in accordance with generally accepted trade practices and all federal, state and municipal laws.
- 1.9 Dealer shall maintain all necessary licenses, permits and certifications and shall comply with all federal, state, and municipal laws.
- 1.10 Dealer shall use Ecoer Factory Parts when available, to preserve the system performance. Ecoer encourages Certified Dealers to maintain adequate Factory Parts inventory for prompt and efficient service.
- 1.11 Dealer shall keep its account with its local distributor current. Dealer shall maintain an adequate reserve or accrual fund to cover all warranty and guarantee obligations.
- 1.12 Dealer shall attend new product training as Ecoer may require from time to time. New product training counts toward the Program training requirement.
- 1.13 Dealer are encouraged to have its own customer satisfaction measurement program.
- 1.14 Dealer consents to receive e-mail communications – at the listed address above – from Ecoer that are directly or indirectly related to the ECD Program, Ecoer Product, or service offerings.

## 2 Liability

- 2.1 While Ecoer manufactures the Ecoer Product, it is the Dealer that sizes, selects and installs the Ecoer Product. Also, the Dealer selects, sizes and installs the ductwork and other system items that can affect the operation of the Ecoer Product, as well as the user's comfort and satisfaction with the Ecoer Product and installed system. Because of this, Dealer agrees to indemnify, defend and hold Ecoer harmless from and against all claims, complaints, causes of action, liabilities, and costs and expenses (including reasonable attorneys' fees) to the extent they are caused by or arise out of Dealer's acts, or omissions.

## 3 Entire Agreement

- 3.1 This Agreement, as amended from time to time, will constitute the entire agreement between Ecoer and the Dealer, and supersede all prior agreements.

Dealer Name \_\_\_\_\_

Signature: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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**I recommend Dealer for the ECD Program.**

**Ecoer Distributor** \_\_\_\_\_

Participating Distributor acknowledges that it has selected and sponsored the above Dealer for participation in the ECD Program and certifies that the Dealership Information provided in Section A is accurate and complete to the best of its knowledge.

Signature: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

***Dealer: Return the signed, completed Agreement with all required documentation to your Ecoer Distributor.***

***Distributor: Send the Agreement signed by an authorized representative with all required documentation to Ecoer and local sales representative by email [sales@ecoer.com](mailto:sales@ecoer.com)***