

Goodman Authorized Servicer Agreement

This Goodman Authorized Servicer Agreement ("Agreement") is entered into by and between Dealer ("Dealer" or "Servicer") (as named in Section 10 herein), Authorized Goodman Distributor ("Distributor"); and Goodman Manufacturing Company, L.P. and/or Goodman Company, L.P. ("Goodman.") The parties hereto agree as follows:

1. GRANT: Distributor and Goodman hereby appoint Dealer as an Authorized Servicer, authorized to sell and install Goodman manufactured air conditioning and heating equipment and to offer for sale Goodman's GoodCare and/or Asure Service Agreements, (whichever brand(s) may be available to the Dealer through the Distributor), to property owners for said equipment, for the normal service area of the Dealer as set forth in Section 10.
2. DISTRIBUTOR AND GOODMAN AGREE:
 - A. That Dealer may indicate in its advertising that it is an Authorized Goodman Servicer, but this shall in no way constitute Dealer as an agent of Goodman or Distributor, nor will Dealer hold itself out as an agent of these parties. The parties hereto acknowledge that each is relying upon its own expertise in discharging its obligations under this Agreement.
 - B. To furnish available technical information for Goodman manufactured products.
 - C. To make service replacement parts available to Dealer.
 - D. To make available product service training and provide technical assistance to Dealer.
 - E. To make recommendations for a functional parts stock to be carried by Dealer.
 - F. To make available GoodCare and/or Asure Program materials for Dealer's use including, but not limited to, standardized consumer service agreement applications.
3. DEALER AGREES TO:
 - A. Forward to Goodman properly completed and executed GoodCare and/or Asure Service Agreement applications within 15 business days of an applicable sale to a customer. All applications submitted by Dealer must be for a contract type and serial number previously purchased by Dealer from Distributor.
 - B. Render service in a prompt, professional and workmanlike manner.
 - C. Charge normal hourly labor rate, "street rate," for repairs and component replacement work, excluding travel time.
 - D. Provide prompt available service to customers in its servicing area according to the terms of all written warranties and GoodCare and/or Asure Extended Service Agreements. When service is essential to the health or safety of the property dweller, Dealer will make every reasonable effort to provide service within 24 hours after receiving report of a claim.
 - E. Perform prompt service, whenever possible, using the following guidelines: Calls received before noon are schedule for completion by noon the following day. Calls received at noon or after are scheduled for completion by 5:00 pm the following day.
 - F. Use only approved Goodman parts in the service of products and to stock a minimum of functional parts as recommended by Goodman. Service repairs using non-Goodman parts are not reimbursable.
 - G. Use only standardized contract applications as supplied by Distributor.
 - H. Adhere to all Goodman Customer Service Policies as published and/or set forth from time to time during the period of this Agreement.
 - I. Adhere to the schedule of warranty service rate classes as published in the current GoodCare and Asure Dealer Information Guides. Goodman reserves the right to change warranty service rate classes during the term of this Agreement.
 - J. Warrant all service repairs for a period of 31 days. Additional service repairs to the same serialized unit within a 31-day period of the initial repair are not reimbursable.
 - K. Submit claims promptly and in such form and detail as may be specified by current Goodman warranty claim policy.
 - L. Return to Distributor, as may be required by current service policy, all warranty parts replaced by Dealer under the provisions of this Agreement. All warranty claims must be completed and submitted in a manner as prescribed by Goodman.
 - M. Comply with all applicable laws and with all rules and regulations promulgated thereunder.
 - N. Hold Distributor and Goodman harmless from any and all damages arising out of or occasioned by negligent, faulty, or improper installation of parts or repair of products by Dealer, or failure by Dealer to comply with the provisions of this Agreement or for any losses and/or claims, including but not limited to workmen's compensation matters, arising out of Dealer's activities hereunder.
 - O. Not remove, disconnect or negate at any time any safety feature of any Product or any warning label related to any Product.
 - P. Immediately notify Distributor and Goodman in writing of any threatened litigation or claims involving Products alleged to be defective or to have caused injury to persons or property otherwise.
 - Q. Maintain comprehensive general liability insurance in an amount not less than \$250,000 and at the reasonable request of Distributor and/or Goodman, to name Distributor and Goodman as additional insureds under such policies.
4. TRADEMARKS AND SERVICE MARKS:
 - A. Dealer acknowledges the exclusive property rights of Goodman in and to all trademarks and service marks and the validity of all registrations thereof. Dealer agrees to not use any trademark, service mark, or combination of such in Dealer's trade or corporate name. Dealer further agrees that it will not impair or otherwise adversely affect the trademarks or service marks or validity thereof or their registration.
 - B. Upon termination of this Agreement, Dealer agrees to remove from its premises and all its vehicles all signs, insignias and other sales promotional names or material which in any way displays the trademarks and/or service marks that are related to this Agreement and to thereafter discontinue their use.
5. WARRANTY: Dealer, its agents or employees, are not authorized to make nor shall they make any warranty or representation as to any Product or extended service coverage other than any which specifically appears in the Product Warranty documents and in the Terms and Conditions of the GoodCare or Asure Extended Service Agreement.

6. GENERAL PROVISIONS:

- A. Any service repairs made by Dealer after the expiration of a GoodCare or an Asure Extended Service Agreement shall be at customer's expense. Owner's responsibilities are outlined in the Owner's Use and Care Manual, Product Warranty Certificates and GoodCare/Asure Extended Service Agreement Terms and Conditions.
- B. Dealer is an independent contractor and is responsible for its own taxes, unemployment compensation, worker's compensation, and other costs of doing business. No part of Dealer's expense in the conduct of its business will be borne by Distributor or Goodman.
- C. No waiver of Distributor of any default or breach of any of the terms or conditions of this Agreement by the Dealer shall constitute a waiver of any prior or subsequent default or breach hereunder.
- D. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be liberally construed so as to carry out the intent of the parties to it.

7. TERM:

- A. This Agreement shall be effective upon execution by the parties hereto and the approval and acceptance by Goodman of the Servicer's labor rate, and shall continue in full force and effect until terminated as hereinafter provided.
- B. Either party upon ten (10) days written notice transmitted by certified mail, return receipt requested, may terminate this Agreement for any reason. This Agreement shall be automatically terminated and of no force and effect if Distributor ceases to be an authorized Distributor of Goodman Products. A additional Goodman Authorized Servicer Agreement shall be executed in the event Dealer enters into a Goodman Authorized Servicer Agreement with another Distributor.
- C. Neither Distributor, Goodman or Dealer shall by reason of termination of this Agreement, be liable to the other of any damages or injunctive relief of any kind, including but not limited to, compensation, reimbursement or damages on account of loss of prospective profits on anticipated sales or service, or on account of expenditures, investments, losses, or commitments in connection with the business or goodwill of Distributor or Dealer.

8. COMPLETE AGREEMENT: This Agreement contains the final and complete understanding governing the business relationship existing between the parties hereto and cannot be substituted, varied or modified in any manner except by written instrument duly signed by the parties hereto. This Agreement supersedes and cancels all prior Agreements, written or oral, including any prior Agreement between Distributor and Dealer or between Goodman and Dealer. The written terms herein cannot be explained, supplemented or contradicted by evidence of any prior Service Agreement, course of dealing or usage of trade.

9. AGREEMENT NOT ASSIGNABLE: This Agreement is personal to Dealer and is not assignable or delegable, directly or indirectly, to any third party. Any attempted assignment in violation of the terms of this paragraph shall constitute an automatic termination of this Agreement. This provision applies not only to an assignment in connection with the direct sale or transfer of Dealer's business, but also to any change in the ownership or control of Dealer's business.

Distributor's Customer Account Number	ServiceBench Account Number

10. DEALER INFORMATION:

Company Name: _____

Address: _____

City: _____ State: _____ ZipCode: _____

Telephone Number: () _____ Fax Number: () _____

Cellular Number: () _____ e-mail address: _____

Type of Organization: _____ Corporation _____ Partnership _____ Sole Proprietorship

Federal Employer Identification Number: _____

Normal Hourly Labor Rate ("Street Rate") \$ _____ Service Radius (in miles): _____

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the _____ day of _____, 20_____.

DEALER: _____
Signature

Name and Title (PLEASE PRINT)

DISTRIBUTOR: _____

By: Name and Title

GOODMAN WARRANTY DEPARTMENT USE ONLY
Labor Rate Approved _____
Agreement Set-Up Date _____
_____ Reviewed and Approved