

Heatcraft Certified Contractor Network Application



Company Information

Company Name:						
Primary Contact:			Title:			
Primary Address:						
City:	State:	Zip:	Telephone:			
Email Address:			Web Site:			
Business Days:	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Business Hours:	Weekdays	to	Weekends	to		
Do you have 24 hour service available?		YES	NO			
If yes, do you offer 24 hour service on weekends?		YES	NO			
Number of Locations:		Number of Technicians:		Number of Trucks:		
<i>If you have multiple branch locations, please complete below fields. If no additional branches, please move to next questions.</i>						
<u>Location 2</u>						
Address:						
City:	State:	Zip:	Telephone:			
Email Address:			Web Site:			
<u>Location 3</u>						
Address:						
City:	State:	Zip:	Telephone:			
Email Address:			Web Site:			

License Information

Please provide all licenses as required to perform work in your state.					
License acquired:	License Type:	Issuing State:	License #:		
EPA Refrigerant Certification?	YES	NO	EPA Certification #:		
Are you fully insured?	YES	NO	Are you bonded?	YES	NO

Program Source

Please provide the name of sales representative who referred you:
How did you hear about the program?

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Service Assessment

Zip Codes that you service: _____ within a maximum radius of _____ miles.

<i>Work Activity Areas</i>	HVAC (A/C & Heating)	Commercial Ice Machines	Commercial Refrigeration	Industrial Refrigeration	Commercial Chillers
Percentage of Time	%	%	%	%	%

Technicians attending Certification Class

Name	Phone Number	Technicians E-mail Address	5 Years of Experience?	
			YES	NO
			YES	NO
			YES	NO
			YES	NO

Reference Information

Major customers whose refrigeration equipment you install/service on a regular basis?

Contact Name	Company Name	Address	Contact Information (Phone or Email)

Primary source(s) for your refrigeration equipment purchases? (Wholesalers/Dealers)

Contact Name	Company Name	Address	Contact Information (Phone or Email)

Additional Questions

Whose refrigeration equipment do you primarily install?

Do you stock equipment replacement parts? YES NO

If accepted into the program, do you agree to lead with and promote Heatcraft products? YES NO

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In consideration for benefits provided under the Heatcraft Certified Contractor program, the Heatcraft Certified Contractor herein agrees to meet the following Heatcraft Certified Contractor program requirements specified below:

Refrigeration Contracting or Service Company

Certification requirements:

- All required business and state refrigeration and or contractor licensing
 - If state license is not required, a copy of the EPA certification must be provided
- Must be fully insured and provide Heatcraft with a copy of your current Certificate of Insurance
 - Please list Heatcraft as a certificate holder as follows:
 - Heatcraft Worldwide Refrigeration
 - 2175 West Park Place Blvd.
 - Stone Mountain, GA 30087
- Maintain at least one certified technician at each location to be included in the program
- Refrigeration Contracting or Service Company must agree to lead with, and promote Heatcraft Refrigeration Products whenever possible
- Refrigeration Contracting or Service Company cannot be enrolled in a direct competitors refrigeration contractor program
- Certification on specific equipment must be renewed every 2 years
 - To maintain certification you must periodically take online or classroom training to stay current on certified technologies
- Follow up and close out on a timely basis all Heatcraft referrals provided through Heatcraft.com
- Agree to comply with Heatcraft's warranty and return procedures

Requirements to maintain full-standing certification status:

- First year - 10 % of refrigeration technicians on staff or minimum 1 technician (Highest applies)
- Second year - 20% of refrigeration technicians on staff or minimum 2 technicians (Highest applies)
- Third year - 50% of refrigeration technicians on staff or minimum 3 technicians (Highest applies)

Individual Refrigeration Technician

Certification requirements:

- Minimum of 5 years of experience in commercial refrigeration
- Must pass a pre-qualification exam testing knowledge on basic commercial refrigeration installation, maintenance and troubleshooting for walk-in coolers and freezers
- Attend and complete a specific two-day certification course(s) on proprietary equipment
- Successfully pass exam covering content presented in specific two-day certification class

Requirements to maintain certification status:

- Attend and pass online Heatcraft training on NEW proprietary product releases
- Certification on specific equipment must be renewed every 2 years
- Demonstrate a commitment to providing high levels of quality workmanship and customer satisfaction

Heatcraft Refrigeration Products LLC

Certified Contractor Program Terms and Conditions

1. **General.** This agreement, together with the application documents which are hereby incorporated by reference, describes the terms and conditions ("Agreement") for participation in the Heatcraft Refrigeration Products LLC Certified Contractor Program ("Program"). In this Agreement, the term "Contractor" refers to you (the applicant), and the term "Heatcraft Refrigeration" refers to us (the manufacturer).
2. **Modifications.** We may modify any of the terms of this Agreement at any time, at our sole discretion. Modifications may include, but are not limited to, changes to Program rules and criteria. If any of the changes are unacceptable to you, your only recourse is to withdraw from participation in the Program. Your continued participation in the Program after being notified of a change will be deemed your acceptance of such change.
3. **Application and Acceptance.** To participate in the Program, you must submit an application and be approved. Applications are reviewed by internal Heatcraft Refrigeration personnel based on (i) the criteria described in the application, and (ii) subjective criteria determined by Heatcraft Refrigeration. You will be notified of Heatcraft's Refrigeration acceptance decision after your application has been reviewed.
4. **Heatcraft Refrigeration Marks.** Once accepted as a Program participant, Heatcraft Refrigeration grants to you a nonexclusive right to use Heatcraft Refrigeration trademarks, trade names and logos as authorized in writing by Heatcraft Refrigeration ("Heatcraft Refrigeration Marks") solely in connection with the Program. You agree to use the Heatcraft Refrigeration Marks in accordance with the terms and conditions of the Heatcraft Refrigeration Graphics Standards Manual (the "Manual") and acknowledge receiving a copy of the Manual contemporaneously with your application. You agree you will not publish or display any material that utilizes the Heatcraft Refrigeration marks until Contractor submits those materials for review and Heatcraft Refrigeration approves in writing any such publication or display. You acknowledge you have no other rights related to the Heatcraft Refrigeration Marks or any other intellectual property of Heatcraft Refrigeration or Heatcraft's Refrigeration affiliates. At our request, you agree to provide sample advertising and promotional materials that contain the Heatcraft Refrigeration Marks and otherwise cooperate with our efforts to insure that the standards in the Manual are met. You also agree not to use marks that, in our opinion, are confusingly similar to the Heatcraft Refrigeration Marks and further agree not to use the Heatcraft Refrigeration Marks in your corporate title, firm name, business title or as a domain name, internet key word or meta tag. You understand that no other intellectual property right or license is granted other than expressly set forth in this paragraph. You agree that your use of Heatcraft Refrigeration Marks and any goodwill associated with that use inures solely to the benefit of Lennox. Heatcraft Refrigeration is entitled to pursue any remedy available to it under applicable laws for any violation of this license by the Contractor, including but not limited to seeking an injunction to stop the violation.
5. **Marketing and Promotion.** Contractor shall use its best efforts to promote market and sell Heatcraft Refrigeration within assigned territory.
6. **Business Conduct.** Contractor shall conduct its business in compliance with all applicable federal, state and local laws and regulations, including all applicable local licensing requirements and those laws and regulations regulating trade practices, advertising, and export administration and control, and with Heatcraft Refrigeration policies and any other business policies provided by Heatcraft Refrigeration to Contractor

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7. Assigned Territory. Assigned Territory shall mean the geographic area in which Contractor is granted the non-transferable right to represent itself as a Heatcraft Certified Contractor to service end-users, subject to the terms and conditions of this Agreement.
8. Insurance. Contractor shall obtain and at all times maintain, at its sole cost and expense, (i) Commercial General Liability Insurance for bodily injury and property damage, including loss of use thereof, in the minimum amount of One Million and no/100 Dollars (\$1,000,000) per occurrence, including coverage for products liability and completed operations; and (ii) Errors and Omissions liability insurance in the minimum amount of One Million and no/100 Dollars (\$1,000,000) per occurrence. Contractor shall provide proof of such coverage in the form of a Certificate(s) of Insurance delivered to Heatcraft at the time of execution of this Agreement and from time to time thereafter upon request by Heatcraft Refrigeration. The Certificate(s) of Insurance shall provide that Heatcraft Refrigeration will receive at least thirty (30) days' prior written notice of any modification, cancellation or non-renewal of such policy.
9. Sale of Business. Contractor shall immediately notify Heatcraft Refrigeration in the event it has, or proposes to, sell all or substantially all of its business assets to a third party or experiences a "change in control." A "change in control" shall be deemed to have occurred in the case of (i) any merger, consolidation, or combination of Dealer with or into another corporation or other form of business entity; or (ii) any person, or any two or more persons acting as a group (other than Contractor's current majority stockholder/owner or its affiliates), and all affiliates of such person or persons shall beneficially own fifty percent (50%) or more of the outstanding equity interests of Contractor.
10. Confidentiality. Contractor acknowledges and agrees that the trade secrets, financial information, manufacturing processes, processing steps, systems, improvements, methods, marketing information, educational program information and other documents and information relating to Heatcraft Refrigeration.
11. Indemnity. You will defend and indemnify Heatcraft Refrigeration and its affiliates against all allegations, claims, damages, expenses (including attorneys' fees), and liabilities relating to your breach of this Agreement.
12. Relationship of the Parties. Contractor is an independent contractor and nothing in this Agreement or the Program will create any partnership, joint venture, agency, franchise, sales representative or employment relationship between the parties. You have no authority or make or accept any offers or representations on our behalf. You will not make any statement that contradicts this provision.
13. Term and Termination. The term of this Agreement begins when you are accepted into the Program and ends when terminated by either party. Either party may terminate your participation in the Program and this Agreement at any time, with or without cause. Upon termination of your participation in the Program for any reason, all licenses granted hereunder will immediately terminate and you will immediately cease use of, and remove from all Contractor-owned or Contractor-controlled products, locations, websites or other collateral, all Heatcraft Refrigeration marks, logos and other materials provided in connection with the Program.
14. Governing Law. The laws of the State of Texas will govern this Agreement. All litigation must be brought in a court of competent jurisdiction in Dallas County, Texas.
15. Limitation of Liability; Disclaimer. HEATCRAFT IS NOT LIABLE FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (OR ANY LOSS OF REVENUE, PROFITS, EXPENDITURES OR DATA) ARISING IN CONNECTION WITH THIS AGREEMENT OR THE PROGRAM, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HEATCRAFT'S AGGREGATE LIABILITY WITH RESPECT TO THIS AGREEMENT AND THE PROGRAM WILL NOT EXCEED THE TOTAL REBATES PAID OR PAYABLE TO YOU (IF ANY) UNDER THE PROGRAM. Heatcraft Refrigeration makes no express or implied warranties or representations with respect to the Program or your potential to earn income from the Program.
16. Other. Our failure to enforce your strict performance of any provision in this Agreement is not a waiver of our right to subsequently enforce such provision or any other provision. If any part of this Agreement is determined to be unenforceable, it will be severed from the Agreement and the remaining provisions will continue in full force and effect. By submitting an application for the Program, you acknowledge that you have read and agree to the terms and conditions contained in this Agreement. You have independently evaluated the Program and are not relying on any representation, guarantee or statement other than as set forth in this Agreement.

Affirmation:

" I hereby certify that the information provided in this Heatcraft Certified Contractor Network application is true and complete to the best of my knowledge, and that I have read and agree to the accompanying terms and conditions that apply to registration."

Signature:

Title:

Print Name:

Date:

Email this completed form to: Contractors@heatcraftprd.com