



ClimateMaster® “GeoElite®” Premier Dealer Program – 2019

Effective from Jan. 1, 2019 to Dec. 31, 2019

This document is available for download on cmdealernet.com. Revised 1/29/2019.

Program Criteria:

1. **Sales volume:** Current ClimateMaster dealers: Minimum Geothermal units 10 systems in 2018, with potential to exceed 10 units in 2019; New ClimateMaster dealers: Proof of selling >10 units with competitor in 2018, with potential to exceed 10 units in 2019.
2. **Training:** At the time of designation as a GeoElite dealer, a minimum of one installer or service technician located at dealership shall have successfully completed the following training courses on or after January 1, 2017. Technical competency is vital to the success of the GeoElite program therefore the installing technician must complete these courses to qualify for GeoElite status.
 - **The ClimateMaster 202 Service/Installation Course**
 - **The Trilogy Training Course**
3. The Dealer’s affiliated Distributor shall have at least one Technician on staff who has successfully completed the Train-The-Trainer course on or after January 1, 2017.
4. The Distributor shall verify the Dealer’s technical competency and sell Trilogy systems only to dealers that meet the necessary training criteria as established above.
5. Dealer Loyalty: GeoElite Dealer must sell only ClimateMaster geothermal products, where offered. The GeoElite dealer shall not in any way, associate their business with competing geothermal brand(s).
6. Number of dealers per county: To be determined by CLM Regional Account Manager based on market potential. Not to exceed 3 in any county.
7. Other: Distributors may impose other criteria for dealers in their specific markets.

Program Application and Fees:

Prospective GeoElite dealers must sign and submit “2019 GeoElite Program Participation Agreement” found here. <https://climatemaster.wufoo.com/forms/climatemaster-2019-geoelite-deal/>

In consideration of the annual participation fee of \$1000, each GeoElite Dealer will receive the following benefits.



Benefits:

1. Lead distribution: CLM GeoElite dealers will get preferential treatment in any leads distributed by ClimateMaster.
2. Dealer locator designation: CLM GeoElite dealers receive premium dealer status on the dealer locator.
3. Exclusive access to ClimateMaster's 100% Consumer satisfaction guarantees for first installed year. Refer to ClimateMaster 100% Guarantee Guidelines at the end of this document. Proper commissioning and service paperwork must be maintained and submitted to CLM Regional Area Manager.
4. GeoElite dealers receive same day shipment of warranty parts orders placed by 10:00 a.m. on in-stock warranty parts.
5. Exclusive ad materials will be made available on <https://www.climatemaster.com/geothermal-dealer/geoelite/geoelite-dealer>
6. Additional Co-op: GeoElite dealers will be allocated a co-op budget of 5% of prior year's sales (vs standard 3%). Distributors will submit these claims for 50% reimbursement from ClimateMaster. This must be offered to dealers and these co-op dollars will be budgeted separately for Distributor claiming. Only co-op expenditures by GeoElite dealers are eligible to be claimed from this account.
7. Trilogy Personal Use Program rebate

Process:

1. Submission by Distributor on behalf of each Dealer:
 - a. For GeoElite Premium, place an order on the CM Business Center for Part Number: "**GEOELITE**". The price per Dealer is \$1,000 for the full year.
 - b. Insert the Dealer(s) name in the "order notes" section of the Business Center check-out screen.
 - c. Submit signed "2019 GeoElite Program Participation Agreement" for each Dealer by going to <https://climatemaster.wufoo.com/forms/climatemaster-2019-geoelite-deal/>
2. Approval: Once reviewed by CLM Marketing and audited by CLM Regional Account Manager, the Dealer will be designated ClimateMaster GeoElite and CM Distributor will be invoiced the Dealer fee of \$1,000 X # of approved GeoElite Premium Dealers.
3. Once approved, Dealers will be:
 - a. Assigned special designation on the CM Dealer locator
 - b. Added to lead generation sheet to give preferential treatment
 - c. Mailed 100% Home Owner Satisfaction Registration Forms

Once a product is sold, the "Homeowner registration form" for 100% satisfaction guarantee must be emailed to GeoEliteDealer@climateMaster.com to be eligible for 100% satisfaction.



Future Disqualification:

- a. Distributor: Distributors can remove a dealership from the CM GeoElite program, by submitting request to CLM Marketing (GeoEliteDealer@climateMaster.com) and copying Regional Account Manager for the following reasons:
 - a. Credit
 - b. Competitor product sale
 - c. Not meeting training requirements
 - d. Customer complaints
 - e. ClimateMaster marketing: ClimateMaster marketing can remove the dealer from the program (in consultation with Distributor) for:
 - f. Advertising competitive Geo Products
 - g. Repeated failure to follow up on leads
 - h. Customer complaints

Dealers are independent and are not affiliated, certified or endorsed by ClimateMaster.



Guidelines for 100% Satisfaction Guarantee Claims

Unit to be removed and purchase price refunded to consumer OR
Unit to be removed and replaced with another Unit of the same model

1. Customer is dissatisfied with the unit
2. Dealer tries to correct the problem to the customer's satisfaction. Customer is still not satisfied and requests a replacement/refund. The Distributor Service Manager must be involved prior to system replacement to assure all technical and application issues are addressed. Start-up form, troubleshooting form and service history documents must be filled/maintained and submitted to Distributor.
3. Distributor works with ClimateMaster's Technical Services Department to resolve the issue. Contact ClimateMaster at techsupport@climatemaster.com
4. After the Dealer obtains the Distributor Service Manager and ClimateMaster's approval, the Dealer replaces the unit with the same model and removes the existing unit OR dealer refunds customer the price of the unit (as stated on the 100% Satisfaction Guarantee form (this will be a 2- part form-one copy given to the customer during installation and one copy retained by the dealer) and removes the existing unit. It is the Distributor's responsibility to qualify or dispute the removal of the existing unit.
5. It is recommended that the dealer leave the removed unit with the Distributor for the Distributor to donate to a trade school or to use in their own training lab. The removed unit cannot be re- sold under any circumstances either by the dealer or by the Distributor.
6. Dealer files a claim with ClimateMaster through the Distributor. Distributors can submit claims to satisfactionclaims@climatemaster.com.
7. ClimateMaster processes the claim per standard warranty guidelines and credits the Distributor the price at which the unit was sold to the Distributor.
8. The Distributor then credits or refunds the dealer the price the dealer paid the Distributor for existing unit. Timing of refund or credit to the dealer is at the Distributor's discretion.

CUSTOMER IS RESPONSIBLE FOR PAYING THE DIFFERENCE IN THE RETAIL PRICE OF THE UPGRADED UNIT/SYSTEM INSTALLED AND THE EXISTING UNIT/SYSTEM THAT IS REMOVED.

Note: The 100% Satisfaction Guarantee is not to be used in situations where a regular warranty will suffice. Refund or replacement under the 100% Satisfaction Guarantee is only to be used as the final step when all other means of resolving a problem have failed.



Homeowner's Registration Form

100% Homeowner Satisfaction Money back guarantee

If for any reason you, the original purchaser, are not satisfied with your ClimateMaster Geothermal Heat Pump, the original installing contractor ("Dealer") will repair the problem to your satisfaction or remove the ClimateMaster equipment and refund the purchase price, subject to Conditions and Limitations listed below. This guarantee will remain in effect for one year after the original installation date. This guarantee is non-transferable.

Owner Name:	
Address:	
City, State, Zip	
Phone	



Installing GeoElite® dealer: *Installing Dealer Name Pre-printed*

Dealer Address

Dealer City, State, Zip

Dealer Phone #

Model:	Serial Number:
Model:	Serial Number:
Additional ClimateMaster equipment comprising system (Model #'s)	
Thermostat:	Electric Heater:
Pumping:	
Installation Date:	
Total Purchase Price:	Covered Equipment Refund Amount:

Owner accepts conditions and limitations listed below:

Owner Signature	Date	Dealer Signature	Date
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Contract # _____

Conditions and Limitations

1. This offer is applicable only to ClimateMaster residential class equipment installed in your personal residence.
2. Amount shown in the Covered Equipment Refund Amount is the amount of the purchase price to be refunded by the Dealer in the event the 100% Satisfaction Guarantee is executed.
3. Homeowner is responsible for painting, patching or restoration work in the event that the ClimateMaster unit is removed.
4. Owner must provide access for the system to be removed weekdays between 8 a.m. and 5 p.m.
5. Covered Equipment Refund Amount is based on labor and material necessary for the installation of the ClimateMaster equipment only. Additional items that remain on the premises i.e. geothermal loops, other piping, ductwork, electrical/plumbing upgrades, registers, grills and fees, permits and finance charges are not subject to refund.
6. Owner agrees to allow the Dealer and service representative a reasonable number of attempts and ample time for the resolution of the dissatisfaction or for the approval of the eventual removal of the unit.
7. This guarantee does not cover, and neither the Dealer nor ClimateMaster Inc. are responsible for the cost to replace or reinstall owner's original equipment.



2019 GeoElite® Program Participation Agreement

This Agreement is entered into between the Dealer and the ClimateMaster Authorized Distributor. The Dealer agrees that it is acting only as an independent contractor and is not an agent, employee joint venture or partner of the Distributor or of ClimateMaster, Inc. By entering into this Agreement, the Dealer further agrees to the following:

- 1. To honor and follow the current GeoElite® Program Minimum volume and other requirements to participate in the program.
2. To honor and follow the current GeoElite® Program Requirements as posted on GeoEliteDealer.com.
3. To actively participate in the Customer Satisfaction Survey Process. Dealer authorizes ClimateMaster and its customer satisfaction survey representative to contact the Dealer's customers for the purpose of conducting a customer satisfaction survey.
4. To honor the 100% Satisfaction Guarantee for consumers in accordance with the terms of the ClimateMaster GeoElite® Dealer Program Sales Plan and obtain a signed commissioning form from each installation customer.
5. Dealer may not assign this Agreement without the prior written consent the ClimateMaster Authorized Distributor.
6. Dealer will protect, defend, and indemnify ClimateMaster and the ClimateMaster Distributor, and their respective affiliated companies, employees, officers, and directors against, and hold harmless from, all claims, actions, proceedings, liabilities, by each, arising from or relating to the Dealer's sale, installation, servicing, promotion and, or advertising of ClimateMaster products or the conduct of Dealer's business or any allegation or claim that Dealer has failed to comply with any law, rule, regulation, order, or directive applicable to Dealer's business.
7. Dealer agrees that the determination whether Dealer has met the criteria for participation in the Program shall be made solely and exclusively by ClimateMaster or the ClimateMaster Authorized Distributor.
8. Dealer agrees to the program criteria and training requirements as outlined in the program document.
9. This Agreement remains in effect so long as the Dealer continues to meet all participation requirements of the program and pays the annual fee as due and owing, or until the Dealer indicates in writing their desire to opt out of the program.
10. This Agreement shall be construed, and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Oklahoma.

Dealer Name _____

Signed _____ Date _____

Printed Name _____ Title _____