



**2021 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. Dealer understands that its customers will provide ClimateMaster with information regarding their entire purchase/installation or service experience. ClimateMaster will provide the Dealer with a survey report for each customer surveyed. Requests for immediate problem resolution will be forwarded to the Dealer for personal attention. All survey information becomes the property of ClimateMaster and will be held in strict confidence.
- 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 of 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. Conditioned upon Dealer providing ClimateMaster immediate advance notice of any incident that could give rise to a claim or receipt of notice of a claim, ClimateMaster agrees to defend, indemnify, and hold the Dealer harmless from any loss or claim arising solely out of an inherent defect in any of ClimateMaster's products provided that the Dealer fully cooperates with ClimateMaster in the handling of such claim.
- 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 or until the Dealer indicates in writing their desire to opt out of the Program. The Dealer will be notified of any changes to the Program and may opt out at any time. The annual fee is non-refundable regardless of when the Dealer desires to terminate their participation. Additionally, this Agreement shall terminate at the same time as the ClimateMaster Distributor Agreement is terminated. Termination or modification shall not affect rights hereunder with respect to sales or contractual commitments made prior to the time of such termination or modification. Dealer may not modify this Agreement without the prior written Agreement of ClimateMaster. However, at any time, upon written notice, ClimateMaster may terminate or modify the GeoElite® Program or this Agreement.
- 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 \_\_\_\_\_