



AGREEMENT FOR DEALER LOCATOR PARTICIPATION AIR CONDITIONING DIVISION

The Ruud Dealer Locator is a program on www.ruud.com (the "Ruud Website") that allows a visitor to type in a zip code and view a list of contractors who install and service Ruud branded HVAC equipment in or near the zip code. The undersigned Contractor desires to appear on the Ruud Dealer Locator and agrees to be bound by the terms and conditions of this Agreement for Dealer Locator Participation (the "Agreement").

1. The undersigned Contractor understands that its participation in the Ruud Dealer Locator is conditioned upon Contractor's execution of this Agreement. Contractor hereby agrees to be bound by the terms and conditions of this Agreement.

2. Ruud Air Conditioning Division ("ACD") encourages each dealer to be "brand-loyal" — meaning that a dealer in a specific market should primarily promote one ACD brand or the other. ACD believes this focus on one of its brands will best promote the efficient distribution and growth in sales of ACD's products. As such, Contractor may participate in the Dealer Locator only if it is "brand-loyal" to one ACD brand. Contractor will be identified with its ACD brand in the Dealer Locator. Contractor will be considered brand-loyal to an ACD brand if:

- Contractor self-identifies with one ACD brand (e.g., uses brand signage, advertising, etc.)
or
- Contractor purchases the majority (between the two ACD brands) of its total air conditioning equipment purchases from one ACD brand; and
 - Purchases \$50,000 or more in one year in the majority ACD brand (Ruud reserves the right to verify the minimum annual purchase volume); and
 - Participates in any two (2) of the following ACD dealer programs:
 - Dealer Locator
 - ACD brand-specific promotional campaigns
 - Cash Back program
- Contractor may switch to the other ACD brand, no more than once per calendar year, by submitting a written request to Contractor's ACD brand distributor. The ACD brand distributor will then begin the process to change the ACD brand with which Contractor will identify. The switch to the other ACD brand may result in Contractor forfeiting all current ACD-provided programs and incentives. Once the ACD brand switch is approved, Contractor's listing will change so as to be identified with the new ACD brand.

If you have any questions regarding these policies, please do not hesitate to contact your ACD District Sales Manager. Any exception to the above policies requires approval by the ACD Regional Sales Manager for the distributor.

3. With respect to each lead received by Contractor as a result of the Dealer Locator, Contractor agrees to offer only the ACD-branded HVAC equipment to which Contractor is "brand loyal."
4. Contractor must participate in one or more ACD brand distributor or ACD training classes per year.
5. Contractor agrees to review and comply with the Ruud Air Conditioning Division Internet Policy.
6. Contractor shall carry a comprehensive general liability insurance policy, including contractual liability, of not less than \$1 million (one million US Dollars) per occurrence and a motor vehicle insurance policy of not less than \$1 million (one million US Dollars) per accident. Contractor shall carry worker's compensation and all other required insurance, and shall comply with all applicable Federal, State, local or municipal laws or statutes.
7. Contractor agrees that Ruud and its affiliated companies shall not be liable to Contractor in any manner whatsoever for any damages, losses, costs and expenses, judgments, settlements, or awards arising out of or related to Contractor's participation in the Rheem Dealer Locator.
8. Contractor agrees that Ruud or its affiliates, in its sole discretion, may terminate this Agreement and remove Contractor from the Dealer Locator at any time without any liability whatsoever to Contractor. Contractor may terminate this Agreement at anytime by delivering written notice of the termination to Ruud. Upon Contractor's termination of this Agreement, Contractor will be removed from the Dealer Locator.
9. Contractor understands and agrees that this Agreement and Contractor's participation in the Dealer Locator do not create a principal-agent, employment, joint venture or other similar relationship between Ruud and Contractor. Contractor shall act solely as an independent contractor. Contractor and its employees, contractors, agents, and representatives shall under no circumstances represent themselves as, or be deemed to be, agents, employees or representatives of Ruud, and Contractor shall have no right or authority to enter into any contracts or commitments in the name or on behalf of Ruud or to bind Ruud in any respect whatsoever.
10. This Agreement cannot be assigned or delegated by Contractor except by prior written consent of Ruud.
11. Ruud may, at any time and from time-to-time, change the terms and conditions for Contractor's participation in the Dealer Locator without any liability whatsoever to Contractor. If Contractor does not wish to be bound by the new or changed terms and conditions, Contractor may terminate this Agreement by written notice to Ruud.
12. This Agreement constitutes the entire understanding between the parties with respect to the subject matter discussed herein and shall be deemed to supersede any and all prior agreements, verbal or written, between the parties. All previous negotiations and representations not expressly included herein are hereby abrogated. Failure of either party to insist upon strict performance of any term of the Agreement or for Ruud to execute any of its rights under this Agreement for a breach thereof shall not be construed as a waiver thereof and the right of Ruud thereafter to enforce such term and/or rights.
13. The parties agree that this Agreement shall be governed by and construed in accordance with the law of the State of Georgia, without regard to its conflict-of-laws rules.

Contractor

Print Full Legal Name of Contractor Entity

By: (Contractor Signature) _____

Print Name: _____

Title: _____

Ruud Sales Company, Inc.

By: _____

Name: _____

Title: ACD District Sales Manager

Distributor, which has nominated and desires Contractor to appear on the Ruud Dealer Locator, acknowledges and agrees to the terms and conditions of this Agreement for Dealer Locator Participation:

Distributor

McCall's Supply Inc.

Print Full Legal Name of Distributor Entity

By: _____

Print Name: McCall's representative

Title: _____



MCCALL'S, INC
"THE HEATING & COOLING PROFESSIONALS"

Dealer Locator Agreement YES _____ NO _____	CIMS ONLY YES _____ NO _____
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Agrees to the Ruud Web Site for onetime fee \$125.00 Yes _____ or NO _____	Agrees to the Design Star program at no charge Yes _____ or NO _____
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Company Name _____ Date _____

Address _____

City _____ State _____ Zip Code _____

Phone Number (_____) _____ Fax number (_____) _____

Email Address _____

HVAC License Number _____

Contact Name _____

McCall's Supply Representative _____

McCall's Supply Branch _____

Please email completed form to rspires@mccallsinc.com.