



# READY-BUILT CLIENT SOLUTIONS TRAINING CENTER® LICENSE AGREEMENT

Company Name (hereafter "Licensee"):

Address:

Enter Equipment Line Here:

City:

State

ZIP:

Phone#

Fax#:

Email:

## AVAILABLE READY-BUILT WEBSITE HVAC DEPARTMENTS

### Ready-Built Ready-Built Brands Dealer Website

- Promotes your service repairs, tune-ups, replacements & design-build services
- Quick and easy 1-page next day set-up
- Reliable website hosting that includes bi-monthly blogging and integration to your Facebook & Twitter accounts.
- 20 email addresses
- You can improve search rankings by creating a home page for each city/town you serve

### Ready-Built Retail Residential Service Department

- Service Call Lead Generation Procedure
- Professional Service Call Handling Procedure
- Fix-Right Flat Rate Repair Upfront Pricing Guide
- Flat Rate Service Invoice Template
- Maintenance Agreement Template

### Ready-Built Retail Residential Equipment Replacement Department

- Replacement Lead Generation Procedure
- Professional HVAC Replacement Call Handling and Installation Procedure
- Equipment Replacement Presentation/Flat Rate Installation Pricing Guide
- Which HVAC/R Contractor Best Meets Your Needs questionnaire
- Upfront Replacement Proposal-Agreement Template
- Sold Job Approval, Work Order Installation Instructions & Start-up, Test & Verification Procedures

### Ready-Built Commercial/Industrial Service Department

- Service Agreement Lead Generation Procedure
- Professional Service Agreement Sales Call Handling Procedure
- AccuPro Commercial/Industrial Service Agreement Pricing Program
- Professional Service Call Handling Procedure
- Professional Service Proposal Agreement Templates

### Ready-Built Design-Build/Project Department

- Design-Build Lead Generation Procedure
- Professional Design-Build/Project Sales Call Handling Procedure
- ProjectPro Commercial/Industrial Project Pricing Program
- Professional Design-Build/Quoted Job Handling Procedure
- Professional Project Proposal Agreement Templates

## Ready-Built Financial Management Department Training

- BudgetPro Financial Budget and Labor Forecasting Program
- On-going Business Evaluation and Improvement Plans
- Inventory Control Written Standard Procedures and Forms
- Complete Collections and Accounts Receivable Written Delivery Procedures and Forms

## Ready-Built Human Resource Management Department

- Complete Set of Performance Based Job Descriptions and Evaluations
- Employee Handbook Template
- Recruiting, Hiring, Training, Staffing, and Deployment Written Delivery Procedures

NO PRINT PRODUCTION INCLUDED

**Program Delivered Right to Your Desktop via On-line 7-Step Training Track along with unlimited process implementation support**

## THE KEY TO SUCCESS IS TO TRAIN PEOPLE ON PROCESSES

Learning is a way of life in the Ready-Built HVAC Program. Our methods, policies, and procedures are unique to the best in class contractors in the industry. Today, hiring a walk-in-off-the-street, start-tomorrow-at-full-speed match is unlikely.

We believe that keeping everyone on top of changes in technology, competition, and customer demands is critical to your success and survival.

We have perfected the most efficient means of delivering our best-in-class HVAC whole department process training.

We provide a well-structured, step-by-step, comprehensive set of departmental processes which also doubles as individual job training for each function of the departments work delivery.

**License Fee Payment Schedule:** In consideration for the grant of license and to enable Licensee to participate in and receive Licensor's Ready-Built Client Solutions Online Business Training Center associated services and Materials to be provided by Licensor to Licensee, Licensee agrees to pay a fee amount of the selected program payable monthly commencing upon the Effective Date of this Agreement and continuing payable monthly in advance to be received by Licensor at 50 Musket Drive, Nashua, NH 03062.

**Term:** Commencing on the Effective Date, and continuing for a period of (12) months, Licensor will make available to Licensee the services and materials as hereinafter described. Licensor may terminate this License at any time at its sole discretion. Licensee may terminate Agreement by submitting to Licensor certified US Postal notice within 60 days prior to end of term and per section 5 of this Agreement. If termination notice is not received from Licensee by Licensor, this Agreement shall extend automatically for an additional 12 month period upon the anniversary date.

The parties to this Agreement acknowledge that there are no warranties, representations, covenants, or agreements other than those set forth expressly herein. None of the terms of this Agreement shall be modified except in writing and delivered by the parties.

Licensee acknowledges that Licensee has read this entire Agreement and agrees upon the acceptance by Licensor, this Agreement (including all terms and conditions) will become the binding contract between the parties.

Company Name: \_\_\_\_\_

By \_\_\_\_\_ Effective Date: \_\_\_\_\_  
Licensee Signature

Title

**BUILDING SERVICES INSTITUTE, INC.**

By \_\_\_\_\_  
Licensor Signature

Title

## RECITALS

- 1) **The Parties.** This Ready-Built Client Solutions Online Business Training Center License Agreement and the Ready-Built HVAC Program (this "Agreement") is made effective as of the above Effective Date between the parties. The parties to this license are Building Services Institute, Inc. ("the Licensor"), and the licensed contractor as identified in this Agreement ("the Licensee"). Licensor owns and provides the Ready-Built HVAC Program's accelerated growth process, the sustained profitability services, the job training, and the support via Licensor's e-learning web based Ready-Built HVAC Program's Department Training Center located at [www.GrowMyHVAC.com](http://www.GrowMyHVAC.com) and its HVAC business processes and portions of the fulfillment services. The Licensee is the dealer contracting company that has executed this Ready-Built Client Solutions Online Business Training Center License Agreement named above, or permitted to use the facilities of the Licensor.
- 2) **License.** This license applies to Licensor owned copyright, title, trademarks, education and training programs, contractor business products, tools, and business development processes, and all other related rights in and to the Ready-Built HVAC Program entitled "Ready-Built HVAC Dealer Development Program" or the short name "Ready-Built HVAC Program" (hereinafter "Material") published by Licensor for which Licensee has paid the appropriate Licensee fee.
  - a) **Grant of License:** Licensor grants to Licensee the nonexclusive and nontransferable right, during the term of this Agreement, to use the Ready-Built HVAC Website, AccuPro®, AccuTask®, ProjectPro®, BudgetPro®, and Fix-Right® software programs, Home Comfort Certified System® and other Licensor provided promotion campaigns, heating, ventilating, and air conditioning contractor product and service delivery standard operating procedures, trademarks, and Licensor copyright materials, including the electronic spreadsheet, presentations, and word processor templates (collectively hereinafter, "Materials"), in conjunction with Licensor programs and products, for Licensee own use and that of Licensee company. Licensee may use the templates on computer or computers within the Licensee company location identified above, or a single station of a computer network, subject to the following provisions of this Agreement. The Ready-Built HVAC Dealer Development Program resources and the associated materials (other than portions in the public domain) are the property of Licensor and are protected by copyright laws and by international treaties. Any rights not expressly granted in this license are reserved to Licensor.
- 3) **Restrictions.** Licensee may not copy except for authorized installation and backup purposes, distribute, modify, reverse compile, reverse assemble, or create derivative works of Licensor's software, products or templates. Licensee may not rent, lease, license, sell, or give the tools to any person or organization without prior written permission. Licensee agrees to take all reasonable steps to prevent unauthorized transfer or use of the tools.
  - a) Licensee agrees upon termination of this Agreement to stop use of and within ten (10) business days of termination date return all software, products, promotions, or templates to Licensor via certified mail with receipt requested as record of return.
  - b) Licensee agrees to the Ready-Built HVAC Website use and hosting terms and conditions as specified on [www.ReadyBuiltHVACWebsites.com](http://www.ReadyBuiltHVACWebsites.com).
  - c) Licensor offers the Ready-Built HVAC Program at the contract dollar amount as specified in this agreement and Licensee and Licensor agree the value of the program deliverables to be; 85% of the annual contract dollar amount for the grant of license to Licensee, 5% of the contract dollar amount for the on-going scheduled and unscheduled process support implementation sessions, 5% of the contract dollar amount for the electronic cash management, budgeting, pricing, sales, marketing, operating tools, processes, and associated related forms which are provided as downloads at the completion of each Ready-Built HVAC Program's session, and 5% of the contract dollar amount for the unlimited access to Licensor program.
  - d) LICENSOR FURTHER AGREES AS A CONDITION OF SIGNING THIS AGREEMENT THAT IN THE EVENT THAT LICENSEE SHOULD BE IN POSSESSION OR IN USE OF LICENSOR "TOOLS" AFTER DATE OF LICENSEE NOTIFICATION OF TERMINATION, OR IN THE EVENT THAT LICENSEE SHOULD SELL, OR GIVE THE TOOLS TO ANY UNAUTHORIZED PERSON OR ORGANIZATION WITHOUT PRIOR WRITTEN PERMISSION TO PAY LICENSOR AN UNAUTHORIZED USAGE A FEE AMOUNT EQUAL TO THE ANNUAL FEE AMOUNT OF THIS AGREEMENT PER OCCURRENCE.
  - e) LICENSEE FURTHER AGREES IN THE EVENT LICENSOR MUST COMMENCE LEGAL OR PAYMENT COLLECTION ACTION IN ORDER TO RECOVER LICENSOR'S MATERIAL PROPERTY OR ANY AMOUNT PAYABLE UNDER THIS AGREEMENT TO PAY LICENSOR ALL COLLECTION SERVICE FEES ON THE AMOUNTS COLLECTED, AND ALL COURT COSTS AND ATTORNEYS' FEES INCURRED BY LICENSOR. LICENSEE FURTHER AGREES TO PAY A 11%-PER-MONTH (18% PER ANNUM) DELINQUENCY COST CHARGE AGAINST ALL ACCOUNTS PAST DUE.
- f) **NO PRINT PRODUCTION INCLUDED:** Licensee agrees to pay for Licensee's OWN printing costs associated with Licensor Ready-Built HVAC Contractor's forms, printable templates, promo/advertising print, handouts or any Program Materials.
- 4) **Suitability, Warranties, and Liability.** Suitability: Licensee must determine the suitability of the tools for the intended uses; no warranties of merchantability or fitness for any specific purpose are either express or implied. No liability for special, incidental, consequential, indirect, or similar damages is assumed by Licensor. The tools may be changed or discontinued at any time, without advance notice. The license is for the present and future versions only; availability, continued support, updates, and compatibility with specific hardware, operating systems, or changes thereto are not assured.
- 5) **Termination.** Upon termination of the Agreement, Licensee right to use the Ready-Built HVAC Program's, promotional collaterals, sales tools, business tools, Materials, products, and software, and or the Microsoft Office based program applications immediately ceases and Licensee must immediately pay Licensor the remaining Ready-Built HVAC Program balance owed to Licensor. After the initial minimum term Licensee agrees to continue to pay the monthly license fee to Licensor per the terms of this Agreement until such time Licensee returns Licensor property, programs, promotional collaterals, materials, products, and pricing programs.
  - a) Licensee further agrees in the event they wish to terminate the Agreement with Licensor, to provide to Licensor a written letter sent certified US Postal stating Licensee has ceased use and removed the all program Materials and Databases uploads from their computers, laptops, cloud based systems, accounting, smart phones or tablets.
- 6) **Confidentiality.** Licensee acknowledges and agrees that the materials, sales aids, audio visual materials, promotional information and materials, forms, lists, agreements, systems, computer programs and all other materials and training aids provided or developed by Licensor pursuant to this Agreement, as well as the content of any training programs and consulting services are the property of Licensor and must be held in strictest confidence by Licensee. Licensee agrees to instruct its employees as to the confidential nature of all such matters and will invoke rules and systems, as necessary, to ensure that the confidentiality is protected.
- 7) **Relationship of Parties.** It is acknowledged and agreed by Licensor and Licensee that both parties remain independent contractors, for all purposes hereunder. Licensor shall have no authority, express or implied, to manage or control, directly or indirectly, any of the business operations of Licensee.
- 8) **Governing Law.** As a condition of executing this License, both parties further agree that any legal action taken or to be taken by either party regarding this Agreement or the rights and liabilities of Licensor or Licensee hereunder shall be brought only before a federal, state or local court of competent jurisdiction located within the State of New Hampshire. Licensee hereby consents to, and agrees not to contest, the jurisdiction of the federal, state and local courts located within the State of New Hampshire.
- 9) **Execution.** The parties hereby agree that this Agreement may be executed in two or more counterparts and by facsimile, each of which shall be deemed an original and all of which together constitutes one and the same instrument. Photocopies or fax copies of the original Agreement shall be deemed to be duplicates of the originals. Licensee agrees that they have read and agree to all terms and conditions and as evidenced by their signature on both pages of this Agreement.
- 10) **Money Back Guarantee.** Licensor offers a Money Back Guarantee on its Ready-Built HVAC Program. Licensor agrees that if Licensee at the end of the original term of this Agreement and as a result of Licensor methods and or programs does not achieve new gross profit margin contribution by an amount equal to or above the amount paid by Licensee to Licensor under this Agreement, Licensor will reimburse the difference of the Ready-Built HVAC Program fees Licensee paid to Licensor under this Agreement. Licensor makes the Money Back Guarantee on the following conditions:
  - a) Licensee agrees to submit to Licensor within (60) business days of the Effective Date of this Agreement Licensee's previous twelve (12) month period Income and Expense statements ("Operating Benchmarks") for Licensee company HVAC operating departments for period up to the Effective date of this License Agreement and to submit to Licensor Licensee's last (12) months to end of Agreement term Income and Expense statements for Licensor comparison to Licensee's Operating Benchmarks of Ready-Built HVAC Program financial performance.
  - b) Licensee has demonstrated that they have implemented within (60) days of executing this Agreement and continuing throughout the full term of this Agreement by attending and implementing 100% of Licensor's complete Ready-Built HVAC Program's department sessions and tools.

<b>Authorization Agreement for Credit Card</b>		
Card Holder Name (Print):*		
Card Holder Address (Print):*		
City (Print):*	State:*	Zip:*
* (Please Select Program, Check Box <input type="checkbox"/> ) Visit <a href="http://GrowMyHVAC.com">GrowMyHVAC.com</a> & <a href="http://www.ReadyBuiltHVACWebsites.com">www.ReadyBuiltHVACWebsites.com</a> to review training session and best practice HVAC website.		
<input type="checkbox"/> Ready-Built Website, Hosting, & All 6 Departs fee amount \$295 per month until end of term.		
<input type="checkbox"/> Ready-Built Website, Hosting & Residential Service & Install Departs fee amount \$210 per month until end of term.		
<input type="checkbox"/> Ready-Built Website, Hosting & Commercial Service & Des-Bld Departs fee amount \$210 per month until end of term.		
<input type="checkbox"/> Ready-Built Residential Service & Install Departs fee amount \$149 per month until end of term.		
<input type="checkbox"/> Ready-Built Commercial Service & Design-Build Departs fee amount \$149 per month until end of term.		
<input type="checkbox"/> Ready-Built All 6 Departments fee amount \$225 per month until end of term.		
<input type="checkbox"/> Ready-Built Website, Hosting fee amount \$99 per month until end of term.		
* I (we) hereby authorize Building Services Institute to initiate the above entries to my (our) credit card account.		
* Check: AMEX <input type="checkbox"/> MasterCard <input type="checkbox"/> Visa <input type="checkbox"/>	* 3-digit security code located on the back	
* Credit Card #:	* Expiration Date:	
This authorization is to remain in full force and effect per the terms of this agreement. In such events where more than one payment is owed by Licensee to Licensor, this authorizes Licensor to increase Licensee payment up to the full amount due to Licensor.		
* Authorized Signature:	* Date:	

\*Ready-Built Program transactions will be recorded on your bank statements as from Building Services Institute

\* Required fields

Please fax the entire executed Agreement to: 603-386-6342