

# GreenStar Alliance Membership



America's Best Systems, Prices & Services

WE'RE ALL YOU NEED IN AIR AND HEAT!  
WELCOME ABOARD!

Membership Agreement | The GreenStar Alliance | 2017

*This GreenStar Alliance Membership is specially prepared for:*

Name:

Business Name:

Address:

Membership Type:

\_\_\_\_\_  
INITIALS  
(MEMBER)

# GreenStar Alliance Membership

## *Welcome!*

Welcome to **GreenStar!** As you read through these pages, you'll see who we are, what we do and the awesome things we offer you!

More than that, you'll become familiar with GreenStar's philosophy, our history, our products and our services! But above all, you'll see that our goal is to always give you the Best Systems and the Absolute Best Prices Anywhere in America. Direct from the Factory!

What's more important, is for you to see and feel our earnest desire to Serve You. Our heart's desire to satisfy all your needs! All of them! With incredible prices and friendly and professional services! Join us and be part of our family! You can save tens of thousands per month and more and save many, many hours each day!

### **While You Take Care of What You Do Best We'll Do The Rest**

**GreenStar** is comprised of many moving parts, but first, and foremost, we are a family of Alliance Members who make us who we are. Like us, you too will become the very best in all you do! We're a unique Network HVAC Contractors & Techs Representing you to the Manufacturers as part of GreenStar's National Alliance.

As you read, you'll learn much more about us! But we too are eager to learn about you. We look forward to establishing a relationship and working with you to help your clients and to serve **your** communities. Together, we'll exceed the needs of all citizens with Efficiency, Economy, Security & Prices Second to None! We will work for you in all areas related to Air, Heat, Ventilation and Everything Related ... We're a complete company!

*Please read below and sign the Member Agreement. Thank You!*

# GreenStar Alliance Membership



1. Whether you are an individual sole proprietor, a partnership, corporation, doing business as entity, you can subscribe for a GSA membership. A GSA membership is assigned on a "per business entity" basis. A GSA membership is territory restricted on a case by case basis.
2. Each GreenStar Business Subscription Contract and License (GSACL) is assigned to a sole proprietor, an LLC, a Partnership or a Sole Proprietor. This is a single member business contract. Therefore, before using the benefits provided herein for the selected subscription level this contract this agreement must be executed by both parties. Two subscription level is provided for the exclusive member to succeed beyond his expectations and we will do all in our power to help that entity succeed.
3. The full list of benefits is listed for each subscription level is found in Exhibit A.
4. The GSA Membership is subject to the terms and conditions of this Agreement, GSA hereby grants You a limited, individual, non-exclusive, simple, non-sub licensable, non-assignable, non-transferable, use of the Membership Benefits solely with the use of the named member or business entity.
5. \No Granting of Rights to Third Parties. You will not sell, assign, rent, lease, distribute, export, import, or otherwise grant rights to use the GSA Membership Subscription or any part thereof to any third party.
6. This membership subscription does not grant You any right to any enhancement or update, or guarantee the continuous availability of the GSA Membership Subscription. GSA may revise, modify, cease to provide or require You to immediately cease using the GSA Membership Subscription. Access to the GSA Membership Subscription are dependent upon specific software functionalities of which any part thereof may result in loss of access to functionalities of the network, system, the GSA Website(s), servers, tools, information and databases, or other commercial activities related thereto, from time to time, without prior notice.
7. Exclusive Ownership. You acknowledge and agree that any and all intellectual property (IP) rights in the GSA Membership Subscription, GSA Websites, GSA Online Materials and GSA Promotional Materials are and shall remain the exclusive property of GSA and/or its licensors and are yours to benefit from. Nothing in this Agreement intends to transfer to You, or vest in You any such IP Rights.  
You are entitled to the use of the IP Rights granted to You in this Agreement. You will not take any action to jeopardize, limit or interfere with the IP Rights. You acknowledge and agree that any unauthorized use of the IP Rights is in violation of this Agreement, as well as a violation of intellectual property laws and treaties, including without limitation copyright laws and trademark laws.
8. All title and IP Rights in and to any third-party content that is not contained in the GSA agreement, yet may be accessed through the use any of the GSA platforms, is the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and treaties. Clause 6, under subscription terms, survives termination of this Agreement.
9. No Removal of Notices. You agree that You shall not remove, obscure, make illegible or alter any notices or indications of the IP Rights held by GSA, whether such notice or indications are affixed on, contained in or otherwise connected to any existing materials.
10. You agree to maintain the value and reputation of the GSA Membership Subscription, the tools, and the GSA brand or name, to the best of Your abilities.
11. You shall not use the GSA Membership Subscription in any third-party situation that in GSA's opinion is actually or potentially fraudulent or inappropriate or contrary to the provisions of this Agreement or any Additional Terms.
12. You agree that the services and products You provide using the GSA Membership Subscription, shall be provided in compliance with all applicable laws and regulations (including without limitation those relating to the protection of privacy and the processing of personal data or traffic data You will gain access to with this subscription).
13. You agree that You are solely responsible for (and that GSA has no responsibility to You or to any third party for) any services and/or products You provide using the GSA Membership Subscription.

# GreenStar Alliance Membership

14. You hereby specifically acknowledge that Your rights to use the GSA Membership Subscription are strictly subject to full compliance with this Agreement, and any breach of any provision of this Agreement or any applicable Additional Terms shall give rise to automatic right of termination by GSA.
15. Nothing in this Agreement grants You any right to use GSA's Promotional Materials, including without limitation GSA's trademarks and logos. This clause 13 survives termination of this Agreement.
16. GSA reserves the right to amend, change, add or remove portions of the Member Subscription Agreement and Additional Terms at any time, on a general or individual basis, for any reason, by publishing the revised Agreement on GSA's Membership Website or by otherwise notifying You of the amendments. Such changes shall be effective immediately upon posting. Continued use of the GSA Membership Subscription shall constitute Your acceptance to be bound by the terms and conditions of the revised End-User License Agreement and Additional Terms. You must constantly monitor GSA's Website to ensure that You are aware of any changes in the GSA Membership Subscription Agreement or any other applicable Additional Terms. In the event You do not agree with any changes in any applicable legal document, You must immediately cease any and all use of the GSA Membership Subscription and, where applicable, any and all use of the GSA Membership resources.
17. Lawful Purposes: You will use GSA Membership Subscription only for lawful purposes. In this respect You shall not, without limitation (a) intercept or monitor, damage or modify any communication which is not intended for You; (b) use or attempt to use GSA's Software or Websites in violation of the applicable laws of the United States of America; (c) use or distribute any material or content that is subject to a third party's proprietary rights, unless You have a license or permission from the owner of such rights; (d) modify, translate into other languages, create derivative products or services, reverse engineer, decompile and/or disassemble the GSA Software and/or any parts thereof, gain unauthorized access and compromise the integrity of databases, gain unauthorized access and compromise secure network protocols of data transmission, compromise the integrity of the GSA security system. This clause 15 survives termination of this Agreement.
18. Password Security. To prevent any unauthorized use of your User Account, You must not share your Password with any third party. If You suspect that your password is known to someone else, then You should change it immediately to protect the unauthorized access to your User Account.
19. Representations. You represent and warrant that You have the full and unencumbered rights, power and authority to enter into and comply with this Agreement. Furthermore, you and your entity represent and warrant that You shall meet Your obligations under this Agreement, as well as any and all laws, regulations and policies that may apply to the use of GSA's Software, the Membership Subscription and/or GSA's Website, at all times.
20. The GSA Membership Subscription requires an Internet connection or alternative method of communication for much of its functionality. You shall be responsible for any and all costs incurred by use of the Internet or 3<sup>rd</sup> party subscriptions as a result of Your use of the subscription or the GSA Software.
21. INDEMNIFICATION. YOU AGREE TO FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND GSA, ITS AFFILIATES AND GSA STAFF FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, SUITS, DAMAGES, LIABILITIES, LOSSES, SETTLEMENTS, JUDGEMENTS, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES AND COSTS , WHETHER OR NOT INVOLVING A THIRD PARTY CLAIM, WHICH ARISES OUT OF OR RELATES TO (A) VIOLATION OR BREACH OF ANY TERM, OBLIGATION, REPRESENTATION, WARRANTY OR DUTY CONTAINED IN THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION, WHETHER OR NOT REFERENCED HEREIN, OR (B) VIOLATION OF ANY RIGHTS OF A THIRD PARTY, OR (C) USE OR MISUSE OF THE GSA MEMBERSHIP, SOFTWARE, OR (D) COMMUNICATION SPREAD BY MEANS OF THE GSA RELATED SOFTWARE. This clause 19 survives termination of this Agreement.

All memberships are based on one-year payment in full, or twelve consecutive monthly payments per options outlined below.

- A. GreenStar's Exclusive Membership – provides access to the GreenStar Goodman equipment discount price book. Provides placement in the GSA Selected Installer List (*Status on this list is based on meeting the **GSA Customer Quality Care minimum guidelines***).
- B. GSA Exclusive Membership costs - \$150/month, as an option you may pay - \$1,500/year (*making the annual payment saves you \$300 per year*).

With the Exclusive GreenStar Alliance membership price book for you specifically, you will be able to provide incredible savings to your customers while adding the value of a powerfully backed network.

# GreenStar Alliance Membership

GSA will post monthly bulletins, or more often if the need arises, loaded with the best HVAC solutions, quality installation inspection guidelines, special Goodman discount offers, and more. All the information will be provided to you in detail with your subscription as part of your membership kit. GreenStar will cover the price of normal first-class postage, and will provide you the option to have your membership kit expedited for a nominal fee.

YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND YOUR RIGHTS AND OBLIGATIONS, AS WELL AS THE TERMS AND CONDITIONS SET FORTH HEREIN. BY INITIALLY THE DESIGNATED PORTION OF EACH PAGE, AND SIGNING THE AGREEMENT. YOU EXPRESSLY CONSENT TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS DOCUMENT AND GRANT GSA THE RIGHTS SET FORTH HEREIN.

All membership levels will pay a one-time<sup>1</sup> \$500 setup and initiation fee. Pricing is based on an annual membership with two payment options (See Exhibit C for Payment Terms): A Membership Kit will be Sent to you immediately upon signing this.

**A. We are currently only taking memberships from the North Americas lower forty-eight states, and only in states where this membership is allowed.**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

_____	_____
Print Member Name (or Business Name)	Print GSA Authorized Representative Name
_____	_____
Signature	Signature
Title: _____	Title: _____

Welcome Aboard to GreenStar Alliance & Energy Systems!  
The Best Company in America where ALL Things are possible...  
You can call us anytime at (888) 249-HVAC (4822)

<sup>1</sup> The "one-time" setup and initiation fee is based on the respective member maintaining the membership without interruption. If the membership is stopped for any reason, the one-time fee will be required just as if establishing a completely new membership account. All members are required to complete the discovery questionnaire and comply with the membership agreement.