

SolarRoofs.com "Skyline" Solar Water Heaters

DEALER

5840 Gibbons Dr. Carmichael, CA 95608

APPLICATION AND AGREEMENT

Phone: (916) 481-7200 Fax: 481-7203

Email: richsolar@aol.com Web: www.SolarRoofs.com Dealer # _____ (tba)

1. APPLICANT INFORMATION

Please write Email Clearly: _____

LAST NAME FIRST NAME MI. BUSINESS TELEPHONE NUM.

SOLAR COMPANY NAME YEAR ESTABLISHED FAX NUMBER

FULL MAILING ADDRESS (This will be shipping address . P.O. Boxes cannot be used) CELL PHONE NUMBER

CITY STATE ZIP

2. CONTRACTORS LICENSE # : _____ BUS. LICENSE #: _____

If a California Dealer, your CA Tax exempt Number: _____

3. **SolarRoofs.com is Web based.** I understand that it is advisable to check for updates to dealer pricing and products on a regular basis especially with rising metal prices.

4. Understanding:

1. I understand that this Agreement is not binding until receipt and acceptance by SolarRoofs.com at its home office in Carmichael, California. I have read carefully, and agree to abide by all provisions of the Terms and Conditions that are printed on this application.
2. I am an independent contractor responsible for determining my own business activities and time spent and I am not an agent, employee, or legal representative of the Company. I will not represent in any manner that I am an agent, employee, or legal representative of the company. I am responsible for the payment of all federal and state self-employment taxes and any other tax required under any federal, state or regulatory or taxing agency.
3. Upon acceptance by a SolarRoofs.com Officer, I am hereby appointed on a non-exclusive basis for the sale of the Company's Skyline Solar water heating collectors and system. I may use materials off of the SolarRoofs.com Website for, and only for, marketing and sales of SolarRoofs.com products. SolarRoofs.com is very committed to supporting and protecting its active dealers. It will supply leads received in areas local to active dealers to protect their efforts. SolarRoofs.com intends to provide the customer with no incentive to purchase from the internet over a purchase from an active dealer. The Company reserves the right to sell in my general sales area any systems or parts thereof to customers who order over the Internet unless other written agreements are made based on my sales volume and commitment.
4. An active dealer is generally considered a dealer selling an average of 4 or more systems per month. Active dealers will receive 60% of the difference between dealer and retail for any systems sold through the SolarRoofs.com Website in their local area as established with the company. If a dealer so chooses, he/she can turn a customer over to SolarRoofs.com to complete the sale and receive 60% of the difference between the dealer and invoiced and received retail price.
5. If my company is providing installation services for SolarRoofs.com products, I agree to have adequate installation proficiency. If I use installers other than myself I will ensure that they have adequate installation proficiency. I agree to obtain necessary licenses, permits and insurance certificates and comply with all county and state codes. I agree to help back up the SolarRoofs.com product Warranty and my company installation Warranty which shall be for no less than 12 months. SolarRoofs.com pays up to \$50.00 for a service call made to correct any defective parts covered under its Limited Warranty.
6. SolarRoofs.com may provide Policies, Procedures, and Regulations for Dealers as well as modify the Dealer Price List. Such Policies, Procedures, Regulations and Dealer Price List, and all changes thereto, shall upon placement in the dealer confidential section of the Website, become a binding part of this Agreement.
7. This Agreement may not be assigned without written consent from the Company.
8. This Agreement is governed under the laws of the state of California. The parties agree that any claim, dispute, or other difference shall be exclusively resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association with arbitration to occur at a location determined by the Company with accordance to these Rules.
9. This Agreement, including SolarRoofs.com Policies, Procedures, Regulations and Dealer Price List incorporated herein by reference, constitute the entire agreement between the parties here on, and no other additional promises, guarantees, representations, or agreements of any kind shall be valid unless in writing.
10. SolarRoofs.com Payment terms are payment in full upon order by check, Charge Card (with a USA billing address), or by bank transfer.
(This Update: 11/28/2005)

5. SIGNATURES

x _____
Dealer Date SolarRoofs.com