



# National Comfort Institute, Inc.

## Technical Excellence Level Membership Agreement

PO Box 2090, Sheffield Lake, OH 44054  
Toll free: 800-633-7058 • fax 440-949-1851 • www.nationalcomfortinstitute.com

Company Name: \_\_\_\_\_  
(Hereinafter "Company")

Primary Owner: \_\_\_\_\_ Title \_\_\_\_\_

Preferred Login Name \_\_\_\_\_ Password: (minimum 6 characters) \_\_\_\_\_

General Manager: \_\_\_\_\_ Sales Manager: \_\_\_\_\_

Office Manager: \_\_\_\_\_ Service Manager: \_\_\_\_\_

Installation Manager: \_\_\_\_\_ Accounting Manager: \_\_\_\_\_

Other: \_\_\_\_\_

Company Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

### Membership Dues

#### 3 Payment Options (please check one):

Monthly Payment of \$50 per month  
Bill Credit Card below

Annual Payment of \$600.00 – Check Enclosed

Annual Payment of \$600.00 – Bill Credit Card Below

#### Authorization to Charge Credit Card for NCI Membership Dues

I hereby authorize National Comfort Institute, Inc. to charge payments on my credit card as designated above.

Credit Card Type \_\_\_\_\_ Name on Card or Account \_\_\_\_\_

Credit Card Number \_\_\_\_\_

Expiration Date and Verification Code \_\_\_\_\_

Applicant authorizes NCI to verify any information relating to the Company that it deems necessary. This authorization will be effective as of the date of the agreement for the purposes stipulated, and will remain in effect until NCI receives 90 days written notice of termination along with payment of dues for 90 days beginning the first day of the next month. Changes in the Company's credit card information must be made to NCI no later than the last day of the month the change takes affect.

**Notice to Applicant:** A copy of the approved application will be provided upon acceptance by NCI. Applicant acknowledges that applicant has read the entire Agreement. Applicant acknowledges and agrees that upon acceptance by NCI, this agreement (Including the Terms and Conditions) will become a binding contract between the parties.

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_

Signature of NCI Representative \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_

**NATIONAL COMFORT INSTITUTE, INC.**  
**TECHNICAL EXCELLENCE LEVEL MEMBERSHIP AGREEMENT TERMS AND CONDITIONS**

1. **Grant of Right.** National Comfort Institute, Inc. (hereinafter “NCI”) hereby grants to Company (defined to be the applicant on the face of this document) a non-exclusive, non transferable right and privilege (the “Right”) to become a Technical level member of NCI, and use the training programs, services and/or products developed or provided by NCI (the “NCI Work Product”) which incorporate proprietary programs, techniques, methods, forms, procedures, services in connection with, among others, the plumbing, heating, ventilating, air conditioning refrigeration, and electrical business.
2. **Term.** The term of this Agreement shall commence on the date provided on the face of this Agreement and remain in effect until terminated by either party pursuant to Section 6 herein.
3. **Dues.** In consideration for the grant of the Right, Company agrees to pay NCI the amount as set forth on the front of this Agreement. Payment of the monthly dues shall be made by the Company which will occur no later than the 15<sup>th</sup> day of each calendar month. NCI reserves the right to modify the monthly dues and the payment terms and conditions upon thirty (30) days written notice to the Company. If the Company fails to pay the monthly dues within the time period specified above, Company shall pay a late fee of fifty dollars (\$50.00).
4. **Company Obligations.**
  - a. Company hereby acknowledges that NCI’s Work Product is unique, proprietary and confidential and is only made available to entities in the HVACR, plumbing, and electrical industry by terms of this Agreement. Accordingly, Company agrees not to disclose NCI’s Work Product and to return same to NCI and/or discontinue its use, upon termination of this Agreement. Further Company agrees that it shall not without NCI’s written consent, use NCI’s Work Product to develop, produce, market or sell any other service or product, excepting a product or service utilized solely by Company. If during the course of this Agreement or for a period of two (2) years thereafter, Company produces, develops or creates an improvement, upgrade or betterment (jointly referred to as a “betterment”) whether such betterment is the subject matter of a patent, patent application, trade or service mark or copyright or not, then in such event Company does hereby grant to NCI an unrestricted, exclusive, royalty free license to use or sublicense such betterment.
  - b. Company shall discontinue use of the name, mark or symbol NCI or any derivation thereof upon termination of this Agreement.
  - c. Company shall not use any communication vehicle made available through NCI, including the intranet site or Communications Board to solicit other NCI members or for any other purpose except as authorized by NCI by terms of this Agreement. Company shall not disclose any membership list of NCI to anyone during or after the term of this agreement.
  - d. Company shall cause its agents and representatives to abide by NCI’s Code of Ethics attached hereto.
5. **Termination.** This Agreement shall automatically terminate upon the occurrence of any of the following events:
  - a. Ninety (90) days written notice by either party.
  - b. A material breach of the Agreement by Company not cured within ten (10) days notice.
  - c. Failure of Company to pay the membership dues prescribed by the application and Article 3 of these Terms and Conditions.
  - d. Actions by Company or its agents or representatives that violate the Code of Ethics or that constitute illegal or unethical conduct.
  - e. Discontinuance of NCI’s programs and services.
6. **Relationship of the Parties.** The parties recognize and acknowledge that this Agreement is not intended to nor does it create a franchise, fiduciary, partnership, employment or other relationship between the parties, other than as contracting parties.
7. **Consequential Damages.** Notwithstanding any other provision of this Agreement, in no event shall NCI be liable, whether arising under contract, tort (including negligence) or otherwise, for loss of anticipated profits due to non-operation or increased expense of operation, service interruption, claims of customers, cost of money, loss of use of capital or revenue, or for any special, incidental or consequential loss or damage of any nature arising at any time or from any cause whatsoever.
8. **Indemnification of NCI.** In the event NCI shall be subject to any claim, demand or cause of action or other judicial or administrative proceeding by reason of any claimed act or omission of Company, its employees or agents, or by reason of any act or omission with respect to the business or operation of Company (including, but not limited to Company’s use of NCI’s programs, products and services), Company shall indemnify and hold NCI and their officers, directors, representatives harmless from and against all judgments, settlements, penalties and expenses, including attorneys’ fees and other expenses of litigation incurred by or imposed on NCI in connection with such claim, demand, cause of action or administrative proceeding. This paragraph shall survive the termination of the Agreement.
9. **Web Site.** NCI shall not be liable to Company or Company’s customers for the content and accuracy of the information, data or communications on the Company’s web site which may be provided by NCI’s or NCI’s contractor pursuant to the terms of this Agreement.
10. **ContractorsOne™ Rewards Program.** Company shall notify all equipment vendors that NCI (through its ContractorsOne program) is the sole entity authorized to receive vendor rebates and other vendor benefits, paid or accrued, attributable to Company vendor purchases made during the term of this Agreement.
11. **Amendments and Waivers.**
  - a. Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by NCI and Company, or in the case of a waiver, by the party against whom the waiver is to be effective.
  - b. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
12. **Successors and Assigns.** The provisions of this Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors and assigns; provided that Company may not assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of NCI.
13. **Choice of Law; Venue.** This Agreement shall be construed in accordance with the laws of the State of Ohio without regard to any choice of law provisions. Any claim brought hereunder may only be brought in the courts having jurisdiction in Lorain County, Ohio. Company and NCI acknowledge and agree that said courts are the proper and exclusive venue and waive all claims and defenses based on improper or inconvenient forum. Company and NCI acknowledge and agree that said courts have personal jurisdiction over them and hereby waive all claims and defenses to the contrary.

**CODE OF ETHICS FOR ALL NCI COMPANY MEMBERS**

We, the members, agree to practice and promote ethical and moral behavior in all aspects of our business relationships.

We agree to embrace and promote the qualities of honesty, integrity and respect, and to abide by all applicable governing laws, regulations, and statutes in the conduct of our business.

We agree to abide by, and fully accept the standards of conduct dictated by NCI.

We will not be involved in or condone the solicitation of hiring other member’s employees.

We will not use NCI’s membership directory to email, transmit, distribute, publish or disseminate any information not expressly approved by NCI.

We will not disclose or breach the confidentiality of NCI’S work product.