



Revision-September | 2016

# Clare Controls Dealer

*Application and Agreement*

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## DEALER APPLICATION AND AGREEMENT

Revised: 8/24/16

### Section I: REQUIREMENTS AND RESPONSIBILITIES

#### Requirements for all Dealers

In order to be initially accepted and remain an ongoing Clare Controls Authorized Dealer - the officer(s) of your company agree the following statements are true now and will remain true as long as you are a Clare Controls Authorized Dealer:

1. Dealer will submit a completed Dealer Application/Agreement
2. Dealer has been in the residential systems business for at least one year.
3. Dealer is responsible for system design, layout, installation and configuration.
4. Dealer will maintain an experienced residential systems outside salesperson or team.
5. Dealer is licensed to do business in the locations indicated in the completed application.
6. Dealer will complete the required Clare Controls certification training and turn up a full featured Clare Controls system at Dealer premise prior to performing an installation at a customer premise.

#### Additional Requirements for Direct Dealers

1. Dealer will achieve a minimum annual sales target of \$20,000.
2. Dealer will purchase a minimum opening order before attending required certification training.
3. Dealer will maintain demonstration facilities for potential clients to experience the ClareHome system: design center, model home, showroom, or employee's home.
4. Dealer will use Clare Controls products for a substantial portion of home automation projects.
5. USA Dealers to provide a copy of the state issued sales tax exemption certificate or complete the IRS form titled Uniform Sales & Use Tax Exemption/Resale Certificate – Multijurisdiction

#### Responsibilities for all Dealers

All Authorized Dealers shall be responsible for the following:

1. Create new business by calling on general contractors, developers, remodelers, and homeowners.
2. Provide on-site project management to ensure each project runs smoothly.
3. Maintain high quality standards and ensure Clare Controls products are wired/installed in accordance with Clare Controls instructions and national/local electrical codes.
4. Successfully start up and configure Clare Controls products and communicate system operation to the homeowners.
5. Be financially responsible for ensuring the Clare Controls equipment operates to the client's satisfaction, within the scope of the Authorized Dealer/client.
6. Provide local warranty and out-of-warranty service.
7. Maintain at least one Clare Controls Technical trained person at all times. If the trained person leaves the employment of the Authorized Dealer, another person must attend certification training within one month.

**Section II: GENERAL INFORMATION for all Dealers**

Fill out all sections of this form *completely*. Incomplete applications will be returned.

Note: All information contained on the completed application will be held in strict confidence. For businesses with multiple locations, a separate application is required for each location.

<b>All Applicants</b> (business name or name of individual if sole proprietor):	
Company Name:	Date:
Street Address:	Phone:
City:	State:                      Zip:
Website address:	Tax ID:
Date Company Started:	Number of Locations:
Primary Territory (list by county or MSA/Metropolitan Statistical Area):	
Professional Associations or Group Affiliations:	
Describe your primary business:	
Number of full-time & part-time employees:	Number of Installers?
Number of Programmers?	Number of Sales people?
Are you an authorized dealer for other control products? <input type="checkbox"/> No <input type="checkbox"/> Yes: for whom?	
Do you purchase security panels? <input type="checkbox"/> No <input type="checkbox"/> Yes: what brand?	
Do you purchase lighting control? <input type="checkbox"/> No <input type="checkbox"/> Yes: what brand?	
Do you purchase CCTV products? <input type="checkbox"/> No <input type="checkbox"/> Yes: what brand?	
Do you have at least one showroom? <input type="checkbox"/> No <input type="checkbox"/> Yes: where?	

<b>Owners or Principals:</b>			
Name	Title	% Ownership	Email Address

<b>Additional Contacts to add to Dealer Portal</b> <i>(Principals and key contacts will automatically be added)</i>			
Name	Title	Phone	Email Address

**Section III: DIRECT DEALER INFORMATION**

Federal Tax ID:		
Purchase Order number for initial demo order:		
Shipping Address:		
City:	State:	Zip:
Billing Address:		
City:	State:	Zip:
Lead Programmer: <i>Will receive technical bulletins and Dealer communication.</i>	Email:	Phone:
Purchasing Contact: <i>Will receive price list updates and Dealer communication.</i>	Email:	Phone:
Accts Payable Contact: <i>Will receive invoices.</i>	Email:	Phone:
Approximate number of projects completed last year - Residential:		Commercial:
What is your estimated residential installation sales this year (equipment, labor, service): \$		
If approved, what do you estimate your total Clare sales will be this year: \$		next year: \$
Do you have a company brochure? <input type="checkbox"/> No <input type="checkbox"/> Yes: please attach copy to this application		
What marketing/advertising does your company use/buy?		
List the three companies you consider to be your primary competitors:		
1.	2.	3.

## Section IV: AGREEMENT

### 1. Definitions.

- a) “Authorized Clare Controls Dealer”: any person or entity with whom Clare Controls has a currently effective Dealer Agreement.
- b) “Clare Controls Products”: the products listed in the Clare Controls Published Price Lists, as the same may be amended from time to time.
- c) “End User”: a person or entity that acquires Clare Controls Products for the purpose of its own use and not for remarketing.

### 2. Designation as an Authorized Clare Controls Dealer.

- a) Clare Controls designates Dealer as a non-exclusive Authorized Clare Controls Dealer for the Clare Controls Products, as the same may be amended by agreement of the parties from time to time, and Dealer accepts such designation.
- b) Dealer warrants that all statements made in any credit application submitted to Clare by Dealer are true, complete, and accurate in all respects and that Clare Controls may rely on all such statements.
- c) Dealer agrees that Clare Controls may, in its sole discretion, designate any number of other Authorized Clare Controls Dealers or distributors at any time and place regardless of Dealer’s location(s), and also agrees that Clare Controls may, in its sole discretion, market Clare Controls Products through its own sales force, its agents, or other dealers to any customer in any area without any liability to Dealer.
- d) In its actions as an Authorized Clare Controls Dealer, Dealer is an independent contractor and is not and shall not be deemed to be the legal representative, agent, or employee of Clare Controls for any purposes whatsoever. Dealer is not authorized by Clare Controls to transact business, incur obligations (express or implied), bill goods, or otherwise act in any manner in the name or on behalf of Clare Controls, or to make any promise, representation, or warranty with respect to Clare Controls Products or any other matter in the name or on behalf of Clare Controls.

### 3. Term of Agreement.

This Agreement shall become effective on the Effective Date and shall remain in effect until either terminated at will pursuant to this Section 3 or terminated under the provisions of Section 12. Either Clare Controls or Dealer may terminate this Agreement at will, at any time, with or without cause, for any reason that it, in its sole discretion, deems advisable, by written notice given to the other not less than thirty (30) days prior to

the effective date of such termination. In the event of termination under this Section, Section 13 shall govern the rights and obligations of the parties.

### 4. Clare Controls Responsibilities.

Clare Controls shall:

- a) Sell Clare Controls Products to Dealer on a non-exclusive basis for resale to End Users. Clare Controls reserves the right to change pricing and product specifications, or to discontinue the sale of any or all Clare Controls Products without notice;
- b) Furnish Dealer with catalogs, manuals, advertising and promotional literature, and other sales aids that Clare Controls may, in its sole discretion, elect to prepare;
- c) Provide Dealer with reasonable telephone support and technical assistance on terms and conditions to be agreed upon from time to time.
- d) Provide Dealer with secured dealer website portal.

### 5. Dealer Responsibilities.

Dealer shall use its best efforts to actively and diligently promote the distribution, sale, and use of Clare Controls Products, and to develop, promote, and maintain the goodwill and reputation of Clare Controls. Without limiting Dealer’s responsibilities under this Agreement, Dealer shall:

- a) Maintain an adequate and properly trained sales, technical, and training staff to market, demonstrate, sell, install, and train End Users to use Clare Controls Products;
- b) Include Clare Controls Products in Dealer’s advertising, website listing, and promotional literature;
- c) Maintain complete and accurate billing and contact information with Clare Controls, and notify Clare Controls if it opens any new offices or branches or closes or ceases to operate through any of its offices or branches;
- d) Refrain from engaging in any illegal, deceptive, misleading, or unethical practices in any part of its business, and comply with all applicable federal, state, and local laws, rules, and regulations;
- e) Assist customers with warranty and non-warranty repairs in a timely and professional manner;
- f) Remedy promptly each customer complaint concerning (i) Clare Controls Products, (ii) Dealer, (iii) Clare Controls, and promptly advise Clare Controls in writing of any complaints Dealer cannot remedy;
- g) Maintain in effect during the term of this Agreement, liability, product liability, and other

- insurance sufficient to protect Clare Controls against claims arising out of or relating to Dealer's conduct in the sale, installation, and service of Clare Controls Products, with limits of not less than one million dollars per occurrence, and furnish to Clare Controls certificates evidencing such insurance upon request;
- h) Make available to Clare Controls upon request the current status of Dealer's inventory of Clare Controls Products;
  - i) Maintain for a period of three (3) years a record of the name and address of each customer who has
  - j) Purchased Clare Controls Products and a log of all service calls, complaints, or inquiries from such customers. This information will be made available upon request by Clare Controls in order to handle a customer inquiry or complaint.
6. Prices and Payment for Direct Dealers
- a) The prices for Clare Controls Products sold to Dealer under this Agreement are set forth in the published price list.
  - b) Clare Controls reserves the right to revise its prices at any time, without prior notice to Dealer. Clare Controls will maintain its price list on its web site, which Dealer can access at any time.
  - c) Dealer shall be responsible for payment of all shipping costs, insurance, and sales, use, excise, or other taxes (other than income taxes) applicable to each transaction with Clare Controls under this Agreement, if any, and such costs, insurance, and taxes shall be added to the total price paid to Clare Controls.
  - d) Payment to Clare Controls by Dealer shall be in United States currency. Upon the placing of any order, Clare Controls shall have the discretion to set the terms of payment and credit for Dealer relative to such order.
  - e) All sales of Clare Products to Dealer are sold on a cash basis with payment prior to shipment. Dealer may request a credit line from Clare, by submitting a Clare Credit Application. In the event that credit terms are established, all invoices are to be paid by the due date printed on the invoice. Any payment not received from Dealer by its due date may accrue (except with respect to charges then under reasonable and good faith dispute), at Clare Controls' discretion, late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.
- f) Dealer shall be responsible to Clare Controls for payment for each shipment even if such shipment represents only a portion of Clare Controls Products purchased under Dealer's purchase order.
7. Ordering Procedure for Direct Dealers
- a) Dealer shall from time to time issue written purchase orders to Clare Controls for Clare Controls Products. Such purchase orders shall be subject to the terms and conditions of this Agreement and shall not be binding until accepted by Clare Controls. Any term or condition contained in Dealer's purchase order or other communication from Dealer that adds to, deletes from, modifies, varies, or conflicts with the terms and conditions of this Agreement is hereby rejected. Failure of Clare Controls, whether before or after acceptance of Dealer's purchase order, to object to any such terms or conditions contained in the purchase order or other communication from Dealer shall not be construed as a waiver of the provisions of this Agreement or as an acceptance of any such terms or conditions, and all such terms and conditions are hereby rejected by Clare Controls.
  - b) After a purchase order has been received by Clare Controls, Dealer may not modify or cancel it. If Dealer requests modification or cancellation of a scheduled delivery, Clare Controls may, in its sole discretion, accept such modification cancellation on such terms and conditions as Clare Controls, in its sole discretion, may impose.
  - c) Clare Controls shall have the right to cancel any purchase orders placed by Dealer, or to refuse or delay shipment thereof, or to refuse to extend further credit to Dealer, if (i) Dealer fails to make any payment as provided in this Agreement or under the terms of payment set forth in any invoice or otherwise agreed to by Clare Controls and Dealer, (ii) Dealer fails to meet credit or financial requirements established by Clare Controls, including any limitations on allowable credit, (iii) Clare Controls is named as a defendant or third party in any litigation in which the Dealer is involved or is a party, or (iv) Dealer otherwise fails to comply with the terms and conditions of this Agreement. Clare Controls shall also have the right to discontinue the manufacture or sale of any or all Clare Controls Products at any time, and to cancel any purchase orders for such discontinued products without liability of any kind to Dealer or to any other person. No such cancellation, refusal, or delay will be deemed termination or breach of this Agreement by Clare Controls, nor shall Clare

Controls be liable in any way for any such cancellation, refusal, or delay.

- d) Clare Controls does not represent or guarantee to the Dealer the continued availability for sale of any of the Clare Controls Products, and Dealer hereby expressly releases Clare Controls from any and all liability for loss or damage in any way arising out of the failure of Clare Controls to accept or fill any orders of Dealer for Clare Controls Products due to the unavailability for sale of any of the Clare Controls Products. In addition, Clare Controls reserves the right in its sole business judgment to allocate its production and inventory among its various distribution channels and customers.
8. Delivery and Returns for all Dealers  
Clare Controls Products sold under this Agreement are covered by a return policy issued by Clare Controls. Clare Controls Products may only be returned for credit, exchange, or service with a Clare Controls Return Merchandise Authorization (RMA) number. See Clare Controls return policy for details
9. Delivery and Returns for Direct Dealers
- a) Any delivery schedules quoted by Clare Controls or its employees (whether orally or in writing) are estimates only. Clare Controls shall in no event be liable for delays in delivery.
- b) Delivery shall be made F.O.B. point of origin. In the absence of specific instructions, Clare Controls shall select the carrier, but such carrier shall not be deemed to be the agent of Clare Controls. In no event shall Clare Controls assume any liability regarding shipment, including risk of loss or damage.
- c) Title to Clare Controls Products shall pass to Dealer upon delivery as defined in sub-section (b) above. Clare Controls shall retain a security interest in Clare Controls Products or their proceeds until the entire balance of the price thereof and all other Dealer obligations to Clare Controls are paid in full. Dealer shall execute, upon request, financing statements deemed necessary or desirable by Clare Controls to perfect its security interest in Clare Controls Products. Where allowed by law, Dealer shall sign a financing statement covering all Clare Controls Products to be shipped in the future pursuant to this Agreement, and this Agreement shall not be effective until such is received by Clare Controls. A copy of this Agreement may also be filed with appropriate state and local authorities at any time after signature by Dealer as a financing statement in order to perfect Clare Controls' security interest.
- d) So long as Clare Controls holds a security interest in Clare Controls Products, Dealer shall: (i) maintain Clare Controls Products free from other liens and encumbrances; refrain from using or permitting the use of Clare Controls Products in any manner likely to be injurious to them; refrain from permitting any alteration that adversely affects performance of Clare Controls Products; permit inspection by Clare Controls at any reasonable time; and (ii) procure and maintain fire and extended coverage, vandalism and malicious mischief insurance to the full insurable value of Clare Controls Products with loss payable to Clare Controls and Dealer in accordance with their respective interests. In addition, Dealer shall provide Clare Controls with satisfactory evidence of appropriate insurance and give Clare Controls forty-five (45) days prior written notice of cancellation.
10. Clare Controls may make partial deliveries on account of Dealer's purchase orders, which deliveries shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Dealer of its obligation to accept the remaining installment(s). Trademarks and Trade Names.
- a) During the term of this Agreement, Dealer is authorized by Clare Controls to use, if Dealer so desires, the trade name "Authorized Clare Controls Dealer" in connection with Dealer's advertisement and promotion of Clare Controls Products. Dealer shall conduct its business solely under Dealer's own name and shall not use the name "Clare Controls" in its corporate or trade name, nor shall Dealer use, display, or show said trade name in any manner or for any purpose except as permitted in this Agreement.
- b) Nothing in this Agreement shall give Dealer any interest or license in said trade name. Dealer specifically agrees to refrain from using any trademark or trade name in any manner which would cause a reasonable person to infer that Dealer has any affiliation with Clare Controls other than the right conferred in this Agreement to market Clare Controls Products. Dealer further agrees not to affix any Clare Controls trademarks, logos, or trade names to any product other than Clare Controls Products.
11. Internet Sales.  
Dealer shall be permitted to use the internet to sell Products ONLY via a secured, password protected trade website, and provided that such website is available ONLY to Dealer employees and not to the

general public. Dealer shall ensure that such permitted Internet activities accurately depict the Products and their features, and are up-to-date at all times. All Product images, specifications and descriptions not provided by Clare shall be subject to Clare's written approval prior to their use in connection with such permitted internet activities. Dealer is expressly prohibited from directly selling the Clare products, purchased from Clare in accordance with this agreement through the internet to any general person or business. This does not prohibit the Dealer from utilizing the internet to promote the Clare products. Dealer acknowledges and agrees that violation of this internet policy may result in immediate termination of this agreement at the sole discretion of Clare.

#### 12. Indemnification.

Dealer shall indemnify, defend, and hold Clare Controls harmless from and against any and all claims, demands, actions, damages, and liabilities of any kind, asserted by any person or entity, resulting directly or indirectly from any acts by Dealer or any of its employees, agents, representatives, or customers. Such indemnification shall include the payment of all reasonable attorney's fees and other costs incurred by Clare Controls in defending any such claim, demand, or action.

#### 13. Termination

- a) In addition to the termination provisions set forth in Section 3 of this Agreement, Clare Controls may terminate this Agreement in the event of a breach of this Agreement by Dealer, if such breach remains uncured thirty (30) days after Dealer's receipt of written notice thereof from Clare Controls (unless such breach cannot by its nature be cured, in which case Clare Controls may terminate this Agreement by written notice effective immediately upon the occurrence of such breach).
- b) Either party may terminate this Agreement effective immediately upon providing written notice of such termination to the other party at any time upon the occurrence of any of the following events: (i) the other is adjudicated a bankrupt or files a proposal, voluntary petition, or similar proceeding, or otherwise seeks relief, under or pursuant to any bankruptcy, insolvency, or reorganization act, statute, or proceeding; or (ii) the other passes a resolution providing for the dissolution, liquidation, or winding up of such party; or (iii) the other has filed against it any involuntary petition or similar proceeding under any bankruptcy, insolvency, or reorganization act, statute, or proceeding, has instituted against it any involuntary proceeding in any court to declare it insolvent or unable to meet

debts, or has a receiver appointed for all or a substantial part of its property, and the same is not dismissed, vacated, set aside, or released within sixty (60) days thereafter; or (iv) the other becomes insolvent or unable to meet debts, institutes any voluntary proceeding in any court to declare it insolvent or unable to meet debts, makes an assignment for the benefit of creditors, or consents to the appointment of a receiver for any of its property.

#### 14. Rights and Duties Upon Termination.

- a) Upon termination of this Agreement, all sums owed by Dealer to Clare Controls shall become immediately due and payable, regardless of credit arrangements that may previously have been made.
- b) Upon termination of this Agreement, all outstanding purchase orders shall terminate.
- c) Upon termination of this Agreement, Dealer shall discontinue any and all use of Clare Controls' trademarks, logos, the trade name "Authorized Clare Controls Dealer," and any other identification with Clare Controls. Dealer shall remove from all forms, signs, telephone directories, and any and all other material, any statement or implication that it is a dealer of Clare Controls Products.
- d) Upon termination of this Agreement, each party shall return the other party's Confidential Information.
- e) Upon termination of this Agreement, Clare Controls shall have the option of buying back from Dealer any new, unsold Clare Controls Products, at the prices charged to Dealer, less Clare Controls' then applicable restocking charge, if any, and less any additional expenses incurred by Clare Controls arising out of the termination of this Agreement.
- f) Neither Clare Controls nor Dealer will be liable to the other for damages of any kind, including direct, indirect, special, incidental, consequential, punitive, or exemplary damages, on account of the termination of this Agreement in accordance with Sections 3 or 12, even if they are aware of the possibility of such damages. For example, neither Clare Controls nor Dealer will be liable to the other on account of such termination for reimbursement or damages for the loss of goodwill, business opportunity, prospective sales, income, compensation, or profits, expenditures, investments, leases, or commitments made by either Clare Controls or Dealer, or for any other reason whatsoever based upon or arising out of such termination. Dealer acknowledges and



agrees that Dealer has no expectation and has received no assurances that its business relationship with Clare Controls will continue for any particular period, or that any investment by Dealer will result in any anticipated amount of sales, income, compensation, or profits by virtue of this Agreement.

- g) Clare Controls' failure to terminate any other dealers or to require that they satisfy any performance
- h) Requirement shall not operate as a waiver by Clare Controls of the right to require Dealer to satisfy all its obligations under this agreement, nor shall it operate as a waiver of Clare
- i) Controls' right to terminate Dealer for any breach of this agreement.
- j) The terms of Sections 1, 12 through 16, and 20 through 23 shall survive the termination of this Agreement.

15. Confidentiality.

- a) As used herein, "Confidential Information" means all confidential and proprietary information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement, software source code and specifications, business and marketing plans, technology, technical information, product designs, and business processes. Confidential Information shall not include any information that:
  - (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party;
  - (ii) is known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party;
  - (iii) is independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or
  - (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.
- b) The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement without the Disclosing Party's prior written permission.
- c) Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of

like kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information.

- d) If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.
- e) If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in violation of this Section, the Disclosing Party shall have the right, in addition to any other remedies available to it, to preliminary and permanent injunctive relief, without bond, to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies at law are inadequate.
- f) Neither party may issue press releases relating to this Agreement without the other party's prior written consent. Notwithstanding the foregoing, either party may include the name and logo of the other party in its lists of customers or vendors.

16. Assignment.

Neither this Agreement, nor any rights or duties under this Agreement, may be assigned or delegated, directly or indirectly by operation of law or otherwise, by Dealer without the prior written consent of Clare Controls, which consent shall not be unreasonably withheld.

17. Force Majeure.

Except for the payment of any amounts due under this Agreement or any purchase orders, neither party shall be considered in default in the performance of its obligations under this Agreement if prevented or delayed from such performance by any cause, existing or future, which is beyond the reasonable control and without the fault or negligence of that party, including, but not limited to, insurrections, riots, wars and warlike operations, explosions, governmental acts, epidemics, failure of contractors or subcontractors to perform, strikes, fires, floods, hurricanes, import quotas, punitive duties, accidents, acts of any public enemy, embargoes, blockades, or inability to obtain required materials, qualified labor, or transportation. The parties shall use their best efforts to avoid, remove, or cure any such event of force majeure. Any party temporarily excused from its performance under this Agreement by any such circumstances shall resume performance with utmost dispatch when such event of force majeure is avoided, removed, or cured.

18. Notice.

All notices which are required or permitted under this Agreement must be in writing and shall be deemed to have been given, delivered, or made, as the case may be (notwithstanding lack of actual receipt by the addressee), (i) when delivered by personal delivery, or (ii) ten (10) business days after having been deposited in the United States mail, certified or registered, return receipt requested, sufficient postage affixed and prepaid, or (iii) six (6) business day after having been deposited with an expedited, overnight courier service (such as by way of example, but not limitation, U.S. Express Mail, Federal Express, or Airborne), addressed to the party to whom notice is intended to be given at their address first set forth above. Either party may change the address to which its notices are sent by giving the other party written notice of any such change in the manner provided in this Section, but notice of change of address is effective only upon receipt.

19. Applicable Law.

This Agreement shall be governed in its construction, interpretation, and performance by the laws of the State of Florida, without reference to law pertaining to choice of laws or conflict of laws. In the event of any litigation arising out of or relating to this Agreement or the breach, termination, validity, or enforcement of this Agreement, venue shall be in the Twelfth Judicial Circuit in and for Sarasota County, Florida, or the Tampa Division of the United States District Court for the Middle District of Florida, as applicable, and the prevailing party shall be entitled to recover all costs and reasonable attorneys' fees incurred, including, without limitation, costs and attorneys' fees incurred in any investigations, trials, bankruptcies, and appeals.

20. Waiver.

No failure or delay on the part of either party in exercising any right or remedy with respect to a breach of this Agreement by the other party shall operate as a waiver thereof or of any prior or subsequent breach of this Agreement by the breaching party, nor shall the exercise of any such right or remedy preclude any other or future exercise thereof or exercise of any other right or remedy in connection with this Agreement. Any

waiver must be in writing and signed by the waiving party.

21. Severability.

If any section, subsection, or provision or the application of such section, subsection, or provision of this Agreement is held invalid, illegal, or unenforceable, the remainder of this Agreement and the obligation of such section, subsection, or provision to persons or circumstances other than those to which it is held invalid, illegal, or unenforceable shall not be affected by such invalidity, illegality, or unenforceability.

22. Construction.

This Agreement shall not be construed more strictly against any party regardless of who is responsible for its drafting. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular and the singular include the plural. Wherever the context so requires, the masculine shall refer to the feminine, the feminine shall refer to the masculine, the masculine or the feminine shall refer to the neuter, and the neuter shall refer to the masculine or the feminine. The captions of this Agreement are for convenience and ease of reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement or the intent of any of its provisions.

23. Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors, and permitted assigns.

24. Entire Agreement.

This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof. All prior understandings and agreements between the parties relating to the subject matter hereof are merged in this Agreement, which alone and completely expresses their understanding. This Agreement may not be altered, amended, or changed except by written instrument signed on behalf of each of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or caused this Agreement to be executed by their duly authorized representatives, as of the Effective Date.

The undersigned, as an owner, partner, officer, or authorizer agent of the application:

1. Certifies that all the information contained in this application is true and correct to the best of his/her knowledge.
2. Authorizes Clare Controls LLC to make inquiries as necessary to verify the accuracy of the information contained in this application.
3. Clare Controls requires 14 days to process all applications.

Principal signature is required to process this application:

Owner or Principals Signature	Name Printed	Title	Date
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Clare Controls Signature	Name Printed	Title	Date
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**Return completed application to one of the following: Clare Controls corporate office, Clare Controls Sales Manager, Manufacturer Representative, or local Clare Controls Distributor.**

**Dealer Approvals**

Dealer type:     Factory Direct         Purchasing through Distribution         Other

Distributor representative (if applicable)	Approval method	Date
Manufacturer representative (if applicable)	Approval method	Date
Clare Sales Manager	Approval method	Date