

Clear Skies hereby grants to SELLER the non-exclusive right to sell and install the HearthCAT Emission Control System for Wood Burning Fireplaces. SELLER is engaged in a chimney sweeping business and desires to have the right to sell and install the HearthCAT System within the terms and conditions set forth in this agreement.

**1. Authorization:**

- a. Clear Skies hereby grants to SELLER a non-exclusive right to sell and install the HearthCAT Emission Control System for Wood Burning Fireplaces.
- b. The Seller shall ONLY sell the HearthCAT to homeowners and commercial business entities such as restaurants, hotels etc; with pre-existing wood burning fireplaces installed.
- c. The SELLER shall NOT sell the HearthCAT to retailers, manufacturers, distributors or other entities not included in 1(b).
- d. Clear Skies hereby grants to SELLER the right to use and display Clear Skies trademarks and the HearthCAT Logo, but solely in connection with and to the extent necessary for the marketing and sale of the HearthCAT System under this Agreement.
- e. SELLER shall not remove or alter HearthCAT copyright notices, trademarks, logos, labels or custom packaging. SELLER shall offer the product as "the HearthCAT System" from Clear Skies Unlimited. No private label offerings will be allowed.
- f. In connection with this agreement, SELLER authorizes Clear Skies to use its name solely for purposes of promoting and marketing the nature of the reseller relationship with Clear Skies.
- g. Clear Skies hereby grants to SELLER the right to use and display Clear Skies copyrighted materials and literature but solely in connection with and to the extent necessary for the marketing and installation of the HearthCAT System under this Agreement. Clear Skies retains all rights to copyrighted materials, literature, trademarks and logos.

**2. Obligations of SELLER:**

- a. SELLER shall use commercially reasonable efforts to market and promote the HearthCAT System to homeowners.
- b. SELLER will use its own sales network to advertise and/or promote the HearthCAT System and will transmit Product information and promotional materials to homeowners as required.
- c. SELLER shall not sell the HearthCAT System without also performing the installation. SELLER will be responsible for proper installation of the HearthCAT System and shall insure that the fireplace is structurally sound and that the HearthCAT installation is safe for continuous fireplace operation.
- d. After installation of the HearthCAT, SELLER shall advise the homeowner to check for smoke spillage during the first operation of the fireplace with the HearthCAT installed. The homeowner shall be required to notify the SELLER immediately of any irregularities in fireplace operation due to the HearthCAT installation. If smoke spillage persists during fireplace operation, SELLER shall remove the HearthCAT immediately and notify Clear Skies Unlimited of the problem.

**3. Obligations of Clear Skies Unlimited:**

- a. **WARRANTY:** Clear Skies warrants that the HearthCAT System shall be free from any defects in material and workmanship and will perform in accordance with all specifications and regulatory approvals relating to the HearthCAT. Clear Skies agrees to replace the catalytic element if it fails during the first (3) years of normal fireplace operation.
- b. **REFUND:** If a homeowner requires a refund, the SELLER will refund the purchase price paid by the homeowner to the SELLER and Clear Skies will in turn refund the original purchase price that the Seller paid to Clear Skies. The HearthCAT shall be returned to Clear Skies. This refund policy will only apply during the first 12 months after initial installation.

**4. Term and Termination:**

- a. Either Party may terminate this Agreement upon written notice to the other.
- b. The parties each acknowledge and agree that certain customer relationships relating to the HearthCAT System and customer support contemplated hereby may extend, by their terms, beyond the term of this Agreement. Accordingly, notwithstanding termination or expiration of this Agreement for any reason, the parties agree to work together in the exercise of good faith to develop and implement such post-termination support solutions, on a case by case basis, as may be reasonably necessary to satisfy any surviving customer obligations and/or warranties for the HearthCAT System.

**5. Compliance with Laws:** The parties shall be mutually responsible, as applicable, for complying with the laws and regulations applicable in the State, County, City and/or Territory in which they engage in business in performing their respective responsibilities. Each party will bear their applicable expenses and costs related to compliance with such laws and regulations.

**6. Agreement:** The parties executing this Agreement warrant that they have read the agreement and concur with all terms and conditions contained herein. Signature demonstrating agreement of the parties appear below:

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**Signatures Below:**

**CLEAR SKIES UNLIMITED: (MANUFACTURER)**

**By:** David C. Kelly / VP Sales & Marketing

**Signature:** David C. Kelly

**Date:** \_\_\_\_\_

**SELLER:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_