



## AFFILIATE & PARTNER – MEMBER AGREEMENT

1. I accept in joining the Mr Window National Network (MWN) as either a non-exclusive Affiliate or an exclusive Partner of the Mr Window Network which offers national services to the Property Services Industry, including, but not limited to, the disciplines of Window Cleaning, Power Washing, Awning Cleaning, and other services related to the Window Cleaning Industry. Included in these products and services from the MWN are valuable tools that will enhance the growth and profitability of my business as well as my ability to service large regional and national accounts.
2. I understand that these national clients will recognize the Mr Window brand name and that I will represent that brand while performing services so the national client can clearly identify me as a member of the Mr Window National Network. Furthermore, as a member of the Mr Window National Network I am able to use the network icon above to co-brand with my own marketing materials, website, etc. so that my clients know I am able to service regional and/or national contracts. Otherwise, I may lose that client to other regional/national bidders if one of my client(s) decides to go with a regional/national service provider.
3. It is our desire to join with other qualified service providers to engage the MWN Network in assisting us in developing bid opportunities with various regional and national companies that have a desire to consolidate their property service contracts with regional and national service providers. I understand that the goal of the Mr Window National Network is to pursue these larger regional and national contracts on my behalf and/or for me to promote to my clients that I am a member of a National Network that can reduce their operational and administrative costs with simplified service contracts on a regional or national level.
4. I understand that our service area will include only the county of: \_\_\_\_\_ in the State of \_\_\_\_\_  
(Larger territories would be approved by the Advisory Board.)
5. As a Mr Window Affiliate I understand that we will be contacted to serve national customers identified by the MWN Network in our service area if such work is first refused by a Mr Window Partner in our area. I further understand that if there is a Mr Window Partner in my area that they shall have the first rights of refusal for any contracts or referrals from the MWN Network. However, should there be no Mr Window Partner in my area and I choose not to serve a selected contract, the MWN Network will be permitted to find another Mr Window Affiliated company to provide said service.
6. I understand that we will contract directly with the Mr Window National Network for our services performed on their behalf and have all of the rights and responsibilities of a subcontractor which pertain to such a contractual relationship including all non-compete clauses. For contracts, I understand I will be sent work orders which need to be signed and then returned to the MWN Network with my invoices for services performed. For referrals, I understand that I will work directly with the Mr Window National Network and will receive a referral fee for any signed regional or national contracts. Access to all products and/or services currently developed by the Mr Window National Network, including discussion forums, industry resources, equipment discounts, consultant corner, e-forms, e-books, e-seminars and other window cleaning related items can be accessed by a Mr Window Affiliate only by upgrading of membership to a Mr Window Partner status. At the time when these products and/or services are developed, I

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NATIONAL NETWORK



understand that we will have access to these products and services only if we have become a Mr Window Partner and have paid the annual membership fee.

7. I understand that there is no cost to join the Mr Window National Network as an Affiliate. However, if I wish to retain the rights of first refusal for all regional and/or national contracts in my service area and also receive all of the benefits associated within the MWN Network I understand I would have to join the network as a Partner and pay the Annual Membership fee of \$500. I further understand that it is not the goal of the network to dictate my prices however I understand the network will approve the most competitive bids amongst other Affiliates in my area unless I am the exclusive Mr Window Partner in my service area.
8. The Mr Window National Network shall retain the right to add administrative fees to my proposed prices submitted to the MWN Network. I understand that these fees will cover the administrative, billing and marketing costs when securing national and/or regional contracts in my service area on my behalf. However, if at any time I am working directly with a Mr Window Network client and collecting payment upon completion of service I understand that I must forward a 5% referral fee to the Mr Window Network upon completion of each job. I understand that every relationship has a mutual trust by both parties and I trust that the Mr Window Network will pay me for referrals and that I will pay the MWN for referrals as agreed. I understand that this agreement shall terminate shall either party not perform their obligations.
9. If I want to become an exclusive Partner for additional counties I would have to pay for those counties separately. I understand this policy is to keep the network evenly distributed and shared amongst others in the network without having one Partner dominate or control an entire region. Larger territory requests are reviewed by the Advisory Board and are only considered if there are no affiliates or other interested parties in the other counties. I understand that once I sign up with the Mr Window National Network and pay the Annual Membership fee no other Partner can join my service area except for Affiliates of the network who can join at no charge. I understand that the Affiliates only receive work that I refuse as a Partner. I understand that we are able to rejoin the Mr Window National Network each year upon approval of a Partner Membership by the Advisory Board or we may end our membership at any time. At the time of our cancellation of a partner membership with The Mr Window Network the Advisory Board would then solicit alternative member(s) on a waiting list and they would gain the opportunity to retain the first rights of refusal on all regional & national contracts in your service area.

Company Name: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Mobile: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

By Representative Name (*PRINT*) \_\_\_\_\_