



AUTHORIZED SERVICE CENTER AGREEMENT

This Authorized Service Center Agreement (“**Agreement**”) entered into by and between HME, INC., a Michigan corporation of 1950 Byron Center Ave., Wyoming, Michigan 49519 (“**HME**”) and the following entity (“**Authorized Service Center**”).

Authorized Service Center

<hr/>		
(Name of Authorized Service Center)		
<hr/>		
(Street)		
<hr/>		
(City	State	Zip)
<hr/>		
Attention: <hr/>		
Telephone No. <hr/>		
E-mail Address: <hr/>		

HME is in the business of manufacturing and distributing fire apparatus as well as related equipment and services. Authorized Service Center desires to assist HME as an independent service center to facilitate the repair of HME apparatus (as defined below) at the Locations (as defined below) and HME desires to engage Authorized Service Center as an independent service center for the Apparatus at the Locations. In consideration of the agreements and mutual covenants contained herein, and for other good and valuable consideration acknowledged by the parties, the parties agree as follows:

1. **Definitions.** Capitalized terms have the meanings set forth or referred to in this Paragraph, or in the Paragraph in which they first appear in this Agreement.

(a) “**Apparatus**” means the fire and other emergency apparatus manufactured by HME.

(b) “**Locations**” means the one or more locations or the mobile vehicles identified on **Exhibit A** to this Agreement as it may be amended from time to time in the sole discretion of HME.

2. **Appointment And Acceptance.** Subject to the terms and upon the conditions set forth in this Agreement, HME grants to Authorized Service Center the non-exclusive, non-transferable right to make warranty and other repairs of Apparatus, sell service parts for the

Apparatus, and provide technical support to HME customers (collectively, the “**Services**”), all under HME’s direction and guidelines, to customers that may request services at a Location (“**Customers**”). HME may, in its sole discretion, add or remove a Location upon thirty (30) calendar days’ prior written notice to Authorized Service Center.

3. **Term.** This Agreement shall be effective as of the date hereof and shall continue in full force and effect for an initial term concluding on December 31 following the execution of this Agreement. This Agreement will automatically renew for additional one-year periods concluding on each subsequent December 31 of years unless (A) either party provides written notice of its intention to terminate the agreement by November 30 of any year, or (B) the Agreement is earlier terminated in accordance with this Agreement.

4. **Authorized Service Center’s Obligations and Prohibitions.**

(a) **Obligations.** Authorized Service Center shall, at its own expense:

(i) Maintain the facility and tools at the Locations as approved by HME to provide the Services;

(ii) Maintain sufficient personnel, including certified technicians, and support staff at the Locations as may be necessary to effectively provide the Services and otherwise comply with and perform the duties and requirements of Authorized Service Center under this Agreement;

(iii) Promptly advise HME on any legal or regulatory provisions that are applicable to Services at any of the Locations, particularly concerning technical specifications, product liability, and safety;

(iv) Obtain and maintain all licenses, permits and other authorizations required of Authorized Service Center at the Locations in order to legally provide the Services;

(v) Comply with HME’s Authorized Service Center Manual and other guidelines and policies with regard to the Services (including any warranty work or recalls), terms and conditions, and all other general terms and conditions, as notified from time to time to Authorized Service Center by HME, and accurately convey such terms and conditions, and prices to current and potential Customers, always making clear to any such Customers that any Services that are deemed to be under a warranty from HME are subject to the discretionary approval of HME, which is entirely free to refuse such warranty work or propose a change to the terms thereof;

(vi) Communicate to HME without delay any remark or complaint from Customers with regard to any of Apparatus, Services, or other interactions or activities involving HME;

(vii) Communicate with the Customer without delay any changes, delays, or other information regarding any Services;

(viii) Conduct its business and affairs in a manner that preserves and enhances the reputation and goodwill of HME and Apparatus;

(ix) Comply with all reasonable requests or instructions received from HME with regard to Services;

(x) Maintain adequate insurance as defined in this Agreement;

(xi) Be responsible for and pay all of its own costs incurred in conducting its obligations arising under this Agreement with the exception of any written cost sharing, expense coverage, or expense reimbursement plan that may be offered from time to time by HME for a specific joint promotion, marketing or sales event or activity;

(xii) Cooperate with HME to ensure compliance with all regulations and requirements relating to the Services in the Territory;

(xiii) In coordination with HME, provide adequate customer service to Customers following any Services; and

(xiv) Review for accuracy and completeness all orders and specifications for Services from a Customer.

(b) ***Prohibit Acts.*** Notwithstanding anything to the contrary in this Agreement, neither Authorized Service Center nor its personnel shall directly or indirectly:

(i) Make any representations, or give any warranty or guarantee to any third party in relation to any Apparatus, other than those agreed in writing with HME;

(ii) Execute contracts on behalf of or in the name of HME, or represent or commit HME towards non-Customers or non-potential customer third parties; and

(iii) Engage in any unfair, anti-competitive, misleading, or deceptive practices respecting Apparatus, HME or any third party, including Apparatus disparagement and any trade libel of HME or any third party including any customer or competitor.

5. **Authorized Service Center Compensation.**

(a) ***Services.*** Any Services will be invoiced to Customer by Authorized Service Center and the responsibility of Authorized Service Center to collect payment for the Services.

(b) ***Warranty Work.*** If Authorized Service Center is performing Services to related to warranty work as previously approved in writing by HME, then HME shall pay Authorized Service Center as provided in the most recent Authorized Service Center

Manual that has been provided by HME to the Authorized Services Center. The payment from HME shall constitute the sole and only compensation, retribution, or payment due to Authorized Service Center for the Services performed by the Authorized Service Center for HME.

6. **Warranty for the Services.** Authorized Service Center will provide a warranty for the workmanship of every repair. Authorized Service Center must provide a minimum of a three-year workmanship warranty starting from the day the repair is completed. If an Apparatus must be repaired because of defect in the Services, then Authorized Service Center will pay for associated parts and/or labor as required to implement the repair. If a further repair is performed at another authorized service facility, then Authorized Service Center will be responsible to reimburse the other authorized service facility the entire cost of repairs related to the Services, including towing charges.

7. **Insurance.** During the term of this Agreement and for a period of three years thereafter, Authorized Service Center shall, at its own expense, maintain and carry in full force and effect all types and amounts of insurance required by applicable law and all such insurance as specified from time to time by HME, including auto insurance, workers' compensation, commercial general liability with financially sound and reputable insurers. Authorized Service Center shall hold insurance coverage, at a minimum, consistent with the most recent Authorized Service Center Manual that has been provided by HME. Upon request, Authorized Service Center shall provide HME with a certificate of insurance from Authorized Service Center's insurer evidencing the insurance coverage specified in this Agreement. Authorized Service Center shall cause the certificate of insurance to name HME as an additional insured. Authorized Service Center shall provide HME with 30 days' advance written notice in the event of a cancellation or material change in its insurance policy. Authorized Service Center's policies shall be primary and non-contributory over any valid and collectible insurance available to HME. Except where prohibited by law, Authorized Service Center shall require its insurer to waive all rights of subrogation against HME and its insurers. Authorized Service Center acknowledges and agrees that its acquisition of coverage as provided above shall not satisfy or limit its indemnity or warranty obligations under this Agreement. No notice to HME of cancellation or material change in Authorized Service Center's insurance coverage pursuant to this provision shall act as a waiver of Authorized Service Center's continuing obligation to maintain insurance coverage in the types and amounts specified herein.

8. **Name and Trademarks.**

(a) **HME's Trademarks.** Authorized Service Center acknowledges that HME is the owner, licensee, or sub-licensee of any and all trademarks, service marks, trade names, logos and other intellectual property which appear upon or are otherwise used in connection with Apparatus, and all rights and interest therein (collectively, "**Trademarks**"). Authorized Service Center shall not have or assert any right, claim, or interest to or in the Trademarks, whether or not registered in the Territory. Authorized Service Center shall not directly or indirectly challenge or cooperate in any challenge to the validity of or, nor assert any ownership in, any of the Trademarks either during or following the expiration or termination of this Agreement.

(b) ***Use of Trademarks by Authorized Service Center.*** HME hereby grants Authorized Service Center the non-exclusive and limited right to use the Trademarks in connection with Authorized Service Center's efforts to promote, market and sell the Apparatus during the term of this Agreement and in compliance with this Agreement. The right to use the Trademarks shall cease immediately in the event of termination of this Agreement for any reason whatsoever. Authorized Service Center may not transfer, assign and/or grant sub-licenses, uses or any other rights under this Agreement or this license to any third party. All rights not expressly and specifically granted herein are reserved by and to HME.

(c) ***Names.*** Authorized Service Center shall only be allowed to use HME's name and any other Trademarks (or any substantially similar mark) as specifically authorized and approved by HME in writing.

(d) ***Advertising and Promotion.*** Authorized Service Center is responsible for preparing advertising and promotional materials for use in connection with the marketing of any Services. Authorized Service Center agrees not to use the Trademarks in a way that will prejudice, harm or otherwise impair the value of the Trademarks.

(e) ***Additional Terms.*** Authorized Service Center shall not remove, alter or obscure any Trademark or any intellectual property marking that HME may place on Apparatus. Whenever Authorized Service Center uses any Trademark, Authorized Service Center must identify the Trademark as belonging to HME in accordance with the commercial practice and legal requirements in the Territory. Authorized Service Center shall also indicate the registration status of the Trademarks in accordance with the commercial practice and legal requirements of the Territory.

9. Independent Contractor.

(a) ***Status and Obligations.*** Authorized Service Center is an independent contractor pursuant to this Agreement. Nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, franchise, or fiduciary relationship between the parties. Neither party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any obligation, contract, agreement, or undertaking with any Customer or other third party.

(b) ***Operations of Authorized Service Center.*** The operations of Authorized Service Center are subject to the sole control of Authorized Service Center. All personnel of Authorized Service Center are employees or representatives of Authorized Service Center and not of HME. Authorized Service Center agrees to conduct all its business in its own name and in such a manner as it may see fit, set its own hours, and supervise its own workers. HME has no right or obligation to supervise the day-to-day conduct of Authorized Service Center or its workers. Authorized Service Center has sole control of the manner and means of performing under this Agreement, subject to the terms and conditions of this Agreement. Without limitation of the foregoing, Authorized Service Center is solely responsible for, at its own expense:

(i) providing such office space and facilities, and such personnel (and their training) as may be necessary to carry out its obligations under this Agreement;

(ii) compensating all of Authorized Service Center's personnel for any services rendered in connection with the performance of its obligations under this Agreement;

(iii) covering all personnel under any applicable social benefit laws (including workers' compensation, unemployment insurance, social security, and applicable state disability insurance); and

(iv) making any and all payroll deductions and contributions that may be required by law or otherwise with respect to the personnel.

(c) ***Authorized Service Center's Cost.*** Authorized Service Center is solely responsible for any and all costs or expenses including travel and administrative costs that it and any of its personnel may incur in the performance of its obligations hereunder, as well as any and all taxes and fees associated with doing business as an independent contractor.

10. **Confidentiality.**

(a) ***Limitations on Use and Disclosure.*** Authorized Service Center acknowledges that all intellectual property, patents, designs, ideas, manufacturing techniques, trade secrets, financial information, processing steps, systems, improvements, methods, marketing information, and other documents and information relating to HME and/or to the design, manufacture or distribution of Apparatus, together with all special knowledge about HME and/or Apparatus which Authorized Service Center, its employees, agents or subcontractors may come to acquire during the term of this Agreement or thereafter (collectively, "**Confidential Information**"), are the sole property of HME, absolutely and forever. All Confidential Information shall for all time and for all purposes be regarded and kept by Authorized Service Center as strictly confidential trade secrets, held in trust solely for the use and benefit of HME, and Authorized Service Center shall not, during the term of this Agreement or at any time thereafter, either directly or indirectly, use, duplicate, attempt to duplicate, divulge, make available and/or disclose any Confidential Information to any other person, entity, firm or corporation, now existing or hereafter formed, without HME's prior written consent.

(b) ***Employees and Agents.*** All employees, agents, officers, and directors of Authorized Service Center are bound by the above limitations on use and disclosure and Authorized Service Center shall use its best efforts to prevent such individuals from violating such limitations. Authorized Service Center further agrees to indemnify HME from any loss or damage, and any related costs and expense (including attorneys' fees), resulting from any such violation.

(c) ***Remedies.*** Authorized Service Center acknowledges and agrees that any breach of the provisions of this Section would cause irreparable harm to HME for which

there is no adequate remedy at law, and Authorized Service Center hereby consents, acknowledges and agrees that upon any such breach, HME shall be entitled to and may obtain, in addition to any other remedy or remedies which may be available to it, an injunction or similar remedy from any court having jurisdiction with respect thereto permanently preventing Authorized Service Center, and/or any of its employees, agents, subcontractors or any other persons over whom Authorized Service Center has control, from violating the terms of this Section.

(d) ***Return of Confidential Information.*** Any and all Confidential Information including unused literature, price lists, dealer manuals, sample parts or any other item supplied to Authorized Service Center for the express purpose of promoting, marketing and negotiating sales, together with any and all copies thereof and notes relating thereto, shall be returned to HME upon the termination or expiration of this Agreement or upon demand by HME.

(e) ***No Obligation to Disclose.*** Notwithstanding any of the foregoing, HME has no obligation under this Agreement to provide any Confidential Information to Authorized Service Center.

11. Termination; Effect of Termination.

(a) ***Termination by HME.*** Notwithstanding anything contained in this Agreement to the contrary, HME shall have the right to terminate this Agreement immediately upon occurrence of any of the following events:

(i) Authorized Service Center breaches any of the covenants, agreements, representations or warranties set forth herein or fails to perform any other obligation required of it hereunder, unless such breach or failure is cured to HME's satisfaction within thirty (30) days after written notice of such breach or failure from HME;

(ii) Authorized Service Center or any of Authorized Service Center's owners or principal management personnel commits a felony or engages in any unethical, immoral or otherwise improper conduct that, in HME's reasonable opinion, may impair Authorized Service Center's ability to effectively market and promote Apparatus;

(iii) Authorized Service Center terminates its business or otherwise ceases to function as a going concern;

(iv) Authorized Service Center (a) enters into, applies or request for, or is subject to any voluntary or involuntary bankruptcy or insolvency proceeding or any other similar relief, (b) is adjudicated insolvent or bankrupt or has a receiver appointed in respect of all or a substantial part of its assets; or (c) makes an assignment for the benefit of its creditors.; or

(v) There is a change in Authorized Service Center's ownership, management or control, including a change caused by death of a shareholder,

partner or proprietor, or Authorized Service Center sells or transfers all or substantially all of Authorized Service Center's assets, without HME's written consent, unless the change, sale or transfer is in accordance with a plan of succession that HME approved in writing.

(b) ***Termination by Authorized Service Center:*** Notwithstanding anything contained in this Agreement to the contrary, Authorized Service Center shall have the right to terminate this Agreement immediately upon occurrence of any of the following events. Termination under this Section shall be effective upon delivery of written termination notice to the HME.

(i) HME breaches any of the covenants, agreements, representations or warranties set forth herein or fails to perform any other obligation required of it hereunder, unless such breach or failure is cured to Authorized Service Center's satisfaction within thirty (30) days after written notice of such breach or failure from Authorized Service Center;

(ii) HME or any of HME's owners or principal management personnel commits a felony or engages in any unethical, immoral or otherwise improper conduct that, in Authorized Service Center's reasonable opinion, may impair Authorized Service Center's ability to effectively market and promote Apparatus;

(iii) HME terminates its business or otherwise ceases to function as a going concern;

(iv) HME (a) enters into, applies or request for, or is subject to any voluntary or involuntary bankruptcy or insolvency proceeding or any other similar relief, (b) is adjudicated insolvent or bankrupt or has a receiver appointed in respect of all or a substantial part of its assets; or (c) makes an assignment for the benefit of its creditors.; or

(v) Within sixty (60) calendar days of any reduction of the Territory.

(c) ***Termination by Either Party.*** Either party may terminate this Agreement without cause by written notice to the other party at least sixty (60) calendar days prior to the effective date specified by such notice.

(d) ***Effects Of Termination and Expiration.***

(i) At HME's option, Authorized Service Center shall assign to HME or another Authorized Service Center designated by HME all of Authorized Service Center's rights and obligations under any accepted but unfilled orders that remain outstanding as of the effective date of termination or expiration. In that case, HME shall pay to Authorized Service Center an equitable amount of the proceeds of such sale upon receipt of collected funds in payment of the related sales invoice to compensate Authorized Service Center for its efforts with respect to such transaction.

(ii) Upon termination or expiration, Authorized Service Center shall immediately cease representing to Customers and any other third parties that it is entitled to promote Apparatus.

(iii) Authorized Service Center shall file any claim or litigation related to this Agreement, the activities conducted in connection with this Agreement, or the termination or expiration of this Agreement, if at all, not later than one (1) year from the date of termination or expiration of this Agreement.

(iv) Upon termination of this Agreement, for any reason whatsoever, Authorized Service Center shall immediately return to HME, in good condition and order, any documents, samples, advertising material and any other goods directly or indirectly relating to any Apparatus and/or to HME.

12. **Miscellaneous.**

(a) ***Applicable Law.*** This Agreement between HME and Authorized Service Center shall be considered to have been made in the State of Michigan, and it shall be governed by and interpreted according to Michigan law. Either party may bring any action that arises out of or relates to this Agreement in any federal or state court in Kent County, Michigan that has jurisdiction of the subject matter, and Authorized Service Center irrevocably consents that any such court shall have personal jurisdiction over Authorized Service Center and waives any objection that the court is an inconvenient forum.

(b) ***Notices.*** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties address as set forth on the first page of this Agreement. Either party may change such address by giving notice to the other party of such change.

(c) ***Amendment and Waiver.*** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(d) ***Binding Effect; Benefits; Assignment.*** All of the terms of this Agreement will be binding upon, inure to the benefit of and be enforceable by and against the successors and authorized assigns of each other party. Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies under or by reason of this Agreement, this Agreement being for the exclusive benefit of the parties and their respective heirs, personal representatives, successors and authorized assigns. No party will assign any of its respective rights or obligations under this Agreement to any other person without the prior written consent of the other party.

(e) ***Counterparts.*** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by .pdf or any electronic signature complying with the federal Electronic Signatures in Global and National Commerce Act of 2000, Public Law 106-229, as amended (e.g., Adobe eSign or DocuSign) or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. The signatures of the parties transmitted electronically will be “electronic signatures” within the meaning of the Uniform Electronic Transaction Act (USA) and the Electronic Commerce Directive (EU) in all jurisdictions where the legislation has been adopted.

(f) ***Severability.*** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(g) ***Entire Agreement.*** This Agreement constitutes the entire agreement between Authorized Service Center and HME with respect to the subject matter of this Agreement and supersedes all earlier agreements and understandings, oral and written, between the parties; *provided, however*, that nothing in this Agreement shall terminate, amend or modify any previously executed confidentiality agreement(s) between Authorized Service Center and HME. The contents of ***Exhibit A*** shall be incorporated into, made a part of and governed by the terms of this Agreement.

The parties have executed this Agreement as of the dates set forth their respective signatures.

HME, INC.

(Type or Print Authorized Service Center's Name)

By: _____
(Signature)

By: _____
(Signature)

(Type or Print Individual's Name)

(Type or Print Individual's Name)

Its: _____
(Type or Print Individual's Title)

Its: _____
(Type or Print Individual's Title)

Date: _____

Date: _____

31674733

EXHIBIT A

Locations

Authorized Service Center is authorized to perform the Services at the following locations or with the following mobile equipment: