



ATTENTION FRANCHISEES

- You have been approved, attached is the Legal Agreement
- Fill out page 2 & A1: Company Name, Type of Contractor, and Address
- Sign page 14 (left side only) & A2
- **PLEASE RETURN ORIGINAL AGREEMENT (DO NOT FAX OR SEND A COPY)**
- Upon receipt of original agreement you will then be sent the logo on disc for use. You will also be added as a contractor on the UWIN website.

PLEASE NOTE:

There is NO \$20,000 deposit required by a franchisee. If UWIN has to make a payment to a home-owner on behalf of the franchisee, UWIN will charge the amount back the franchisee.

FRANCHISE AGREEMENT

THIS AGREEMENT, dated _____, 200____, is made by and between UWIN, LLC, a Florida limited liability company ("UWIN"), located at 50 Central Avenue, Suite 920, Sarasota, Florida 34236, and _____, a _____ ("Contractor"), located at _____, who in consideration of the promises set forth below agree as follows:

Article 1. Nature and Scope of Agreement

1.1 **UWIN.** UWIN is a consumer advocacy organization that provides customers current information, assistance, resolution and reparations concerning their transactions with home services contractors (the "Program") who display UWIN's distinctive seal of approval and its associated marks, logos and designs (collectively, the "Seal"). UWIN, in its sole discretion, may change or modify the Program, including the Seal, from time to time, and Contractor agrees to comply with the Program and standards relating to use of the Seal as they may exist from time to time.

1.2 **Contractor.** Contractor acknowledges that it has independently investigated the business risks involved in participating in the Program and such other matters as Contractor deems important, and has not relied on any representations not set forth in this Agreement. Contractor further acknowledges that regarding the franchise relationship Contractor has with an affiliate of UWIN neither the Uniform Franchise Offering Circular, or the Franchise Agreement between Contractor and UWIN's affiliate, or any course of dealing between Contractor and UWIN's affiliate requires Contractor to sign this Agreement, and that Contractor voluntarily is doing so in order to participate in the Program. Aware of the relevant facts, Contractor desires to enter into this Agreement to participate in the Program and obtain a license to use the Seal in conjunction with the operation of its franchised home repair services business ("Contractor's Business").

1.3 **Representations and Warranties.** Contractor hereby represents and warrants to UWIN as follows:

A. Contractor is acquiring the right to use the Seal for Contractor's own account to use in connection with the operation of Contractor's Business and not for the purpose of resale or redistribution or other speculative matter;

B. all information provided to UWIN in Contractor's application and other documents to induce UWIN to grant this right was true, correct, complete and accurate as of the date made, and, as of the date of this Agreement, no material change has occurred in such information;

C. Contractor's execution, delivery and performance of this Agreement does not violate or constitute a breach under any agreement or commitment made by Contractor;

D. if Contractor is a business entity, Contractor is duly organized and validly existing, is qualified to do business in each state where Contractor is or will conduct business, and is duly authorized to execute and deliver this Agreement and perform Contractor's obligations pursuant to this Agreement;

and

E. this Agreement represents a valid, binding obligation of Contractor.

1.4 **Owner's Guaranty.** If Contractor is a business entity, each Owner shall execute an Owner's Guaranty in favor of UWIN and deliver the executed Owner's Guaranty to UWIN concurrently with execution of this Agreement, or if such ownership interest is acquired later, within ten (10) days after obtaining such ownership interest.

Article 2. Scope of License

2.1 **Grant of License.** Subject to the terms and conditions of this Agreement, UWIN hereby grants to Contractor a revocable license to use the Seal in connection with Contractor's Business. Contractor hereby accepts such grant and agrees to use the Seal only in connection with the operation of Contractor's Business and to continuously exert its best efforts to promote and enhance the goodwill associated with the Seal.

2.2 **Reserved Rights.** UWIN reserves all rights not specifically granted to Contractor herein. This Agreement shall not limit the right of UWIN to use or license the Program and the Seal or to engage in or license any business activity, including, without limitation, the operation or franchising of residential home repair services businesses under the Seal at any location, and/or under any other trade name, trademark or service mark now or hereafter owned by or licensed to UWIN or its affiliates at any location. Contractor acknowledges that UWIN's rights to use and/or license the Program and the Seal pre-date this Agreement and are not limited or changed by the terms of this Agreement. Contractor agrees that by acknowledging those rights, the parties do not intend to make UWIN's exercise of such rights subject to rules applicable to contractual performance or the exercise of contractual discretion under this Agreement.

Article 3. Term and Renewal

3.1 **Term.** Unless terminated earlier pursuant to Article 11, the term of this Agreement shall be for one (1) year ("Term") commencing on the date of this Agreement and terminating on the date immediately preceding the first anniversary of the date of this Agreement.

3.2 **Renewal.** This Agreement will be renewed automatically in conjunction with your franchise status and provided that all of the following conditions are met prior to the start of a new Term year:

A. Contractor shall have substantially complied with all the provisions of this Agreement (including, without limitation, making all payments in full when due) and all other agreements between Contractor and UWIN (or its affiliate) during the Term, and shall be in full compliance with this Agreement and such other agreements at the end of the Term; and

B. if requested by UWIN, Contractor shall have executed UWIN's then current form of agreement and all other agreements then customarily used by UWIN in granting rights to use the Seal, which agreements may

contain terms and conditions that are different from the terms and conditions

in this Agreement.

Article 4. Contractor's and UWIN's Respective Obligations

4.1 Contractor's Obligations. Contractor shall:

- A. provide residential consumers with the best quality, materials, labor, expertise and craftsmanship;
- B. promote its participation in the Program by prominently displaying the Seal on all its business cards, invoices, contracts, website, signage and advertising, including Yellow Pages advertising;
- C. fully and faithfully perform all agreements between Contractor and UWIN.
- D. from time to time, within 5 days after UWIN's request, provide to UWIN complete and accurate information regarding the number and status of service calls made by Contractor, the policies of insurance in effect for and in respect of Contractor's Business.
- E. present and use the Seal exactly and only as permitted by UWIN;
- F. conduct its business in a manner that does not reflect adversely on UWIN, the Program, or the Seal, or which might depreciate or otherwise adversely affect the good will associated with any of them.
- G. if permitted by applicable law, perform background checks (including criminal, workers' compensation and work history) on all of its employees at time of hire and drug tests at time of hire and randomly thereafter; and
- H. offer a 100% satisfaction guarantee to all customers as required by the Program.

4.2 UWIN's Obligations. UWIN shall:

- A. endeavor in the exercise of its business judgment to promote, protect and enhance the public image and reputation of the Seal;
- B. provide a toll-free telephone number available 8:00 a.m. to 5:00 p.m., Monday through Friday, Eastern Standard Time and an Internet website that will be available 24 hours a day, seven days week to residential customers of home services businesses; and
- C. make available to Contractor throughout the Term consultation and advice that UWIN may deem necessary or desirable in the exercise of its business judgment.

Article 5. Records, Reports, Inspections and Inquiries

5.1 **Records.** During the Term, Contractor shall maintain and preserve full, complete and accurate books, records and accounts relating to the conduct and operation of Contractor's Business.

5.2 **Reports.** Within 5 days after UWIN's request, Contractor shall give UWIN, a report which shall include, as of the date of such report, (i) the number of service calls made by Contractor, (ii) the number and an description of each complaint made by a customer of Contractor, (iii) the status of each complaint and the steps taken by Contractor to resolve the complaint, and (iv) the amount of money, if any paid by Contractor's customer or by Contractor to resolve the complaint.

5.3 **Inquiry by UWIN.** Contractor, by its execution of this Agreement, authorizes UWIN and its agents and representatives to make credit and background checks, including, without limitation, reasonable inquiries of Contractor's bankers, suppliers and other trade creditors regarding their dealings with Contractor in relation to Contractor's Business, to discuss the affairs, finances and accounts of Contractor's Business with Contractor's bankers; and Contractor, by its execution of this Agreement, authorizes and directs such bankers, suppliers and trade creditors to discuss with UWIN and its authorized agents and representatives the affairs, finances and accounts of Contractor's Business. If requested, Contractor agrees to execute and deliver such directions and other documents as UWIN may require in order to authorize such bankers, suppliers and trade creditors to release or disclose any such information and documents to UWIN.

Article 6. Advertising

6.1 **Advertising and Marketing.** Contractor agrees that all advertising and marketing by Contractor with respect to Contractor's Business that includes any reference to the Program or displays the Seal in any medium shall be conducted in a dignified manner and shall conform to the standards promulgated by UWIN from time to time in its Graphics Manual, a current copy of which Contractor hereby acknowledges receiving. Contractor shall submit all advertising that Contractor proposes to use that includes any reference to the Program or displays the Seal to UWIN for its review and approval prior to Contractor's use of such materials. UWIN may disapprove any such advertising or marketing materials used or proposed to be used by Contractor, without liability to Contractor for any costs incurred by Contractor in connection with the same.

6.2 **Yellow Pages or Comparable Telephone Directory Listing.** Contractor shall list Contractor's Business and display the Seal in the Yellow Pages or comparable telephone directory for the area that Contractor services as soon as possible after signing this Agreement.

6.3 **No Representation.** UWIN makes no representation that any marketing, advertising or promotional materials or programs that it provides to Contractor, or that is prepared by Contractor and approved by UWIN, comply with local law or interpretations of local laws or conditions of any agreements or orders to which Contractor may be subject. Contractor shall be solely responsible for the use of all such materials and programs. Contractor shall, at its own expense and risk, obtain all governmental approvals of all such

materials and programs and defend any claim that such advertising or promotional materials are not in compliance with law.

Article 7. Seal

7.1 Use of Seal. Contractor shall have the non-exclusive right and license for the Term to use the Seal solely in connection with the operation of Contractor's Business pursuant to the Program and in compliance with this Agreement. Contractor shall use the Seal on its invoices, business cards, website and other advertising and marketing efforts only in the manner and format specified by Contractor. UWIN reserves the right to specify the use of the Seal and to pre-approve in writing any non-specified use of the Seal.

7.2 Goodwill. Contractor acknowledges and agrees that it shall not acquire any proprietary rights in the Seal by virtue of the license granted to Contractor in this Agreement or otherwise. All goodwill established by Contractor's use of the Seal will inure to the sole and exclusive benefit of UWIN. Contractor agrees not to contest at any time either the validity, or UWIN's ownership, of any of the Seal. Any unauthorized use of the Seal by Contractor will constitute an infringement of UWIN's rights in and to the Seal.

7.3 Infringements. Contractor shall give Notice to UWIN immediately upon learning of any alleged infringement or a challenge to Contractor's use of the Seal, or any claim by any third party of any rights in the Seal or any similar mark, and shall not communicate with any person other than UWIN or UWIN's attorneys and Contractor's attorneys in connection with the alleged infringement, challenge or claim. UWIN has the sole discretion to take the action, if any, it deems appropriate and the right to exclusively control any litigation, trademark office proceeding or other administrative proceeding arising out of any infringement, challenge or claim or otherwise concerning any of the Seal. Contractor shall sign all instruments and documents, provide assistance and take any action that, in the opinion of UWIN's attorneys, may be necessary or advisable to protect and maintain UWIN's interests in any litigation, trademark office proceeding or other administrative proceeding or to otherwise protect and maintain UWIN's interest in the Seal.

UWIN shall bear all legal expenses incident to Contractor's participation, at UWIN's request, in any action to prevent the infringement or illegal use of the Seal, except for the cost of any legal counsel separately retained by Contractor. Except as expressly provided in this paragraph, UWIN shall not be liable to Contractor for any damages, costs, expenses, loss of profits or business opportunities, or indirect, incidental or consequential damages of any kind or nature whatsoever relating to any action involving the Seal.

7.4 Modification or Discontinuance. UWIN shall have the right to modify or discontinue its or Contractor's use of the Seal or the specifications for use of the Seal, or to require Contractor to commence use of new or substitute Seal. If such change is made, reference in this Agreement to the Seal shall be deemed to refer to such new mark.

7.5 Electronic Commerce. Contractor shall comply with UWIN's requirements regarding its use of the Seal in electronic commerce, which includes all forms of electronic or computer communication, including Contractor's website. UWIN may require that various types of marketing or advertising utilize a specific template or format. Contractor shall give UWIN copies of all proposed applications for registrations of any of the Seal or any variation thereof for use in and for electronic commerce, including Contractor's Internet or Website address and domain name. Contractor shall obtain

UWIN's prior written approval before filing any such application, which approval UWIN may withhold in its sole discretion.

Article 8. Rights to the Program

8.1 **Ownership of Program.** Contractor shall not contest UWIN's unrestricted and exclusive ownership of the Program or UWIN's right to grant licenses to use the Seal. All improvements and additions to or associated with the Program, whenever and by whomever made, and all service mark and trademark registrations and goodwill at any time associated with the Program, including the Seal, are the property of UWIN. Contractor acknowledges that it does not have any right to license others to use any part of the Program, including the Seal, and that all materials relating to the Program shall at all times remain the sole property of UWIN. Upon expiration or termination of this Agreement, no monetary amount shall be assigned or attributed to any goodwill associated with Contractor's participation in the Program or use of the Seal.

8.2 **Disputes Concerning Program.** UWIN has the sole right and responsibility to handle and resolve litigation and other disputes with third parties (including imitators and infringers) concerning the use of all or any part of the Program. UWIN shall not have any obligation to initiate suit against imitators or infringers, and may settle any dispute by grant of a license or otherwise. Contractor will, at its reasonable expense, extend its full cooperation to UWIN in all such matters.

8.3 **Complaints.** Contractor shall immediately provide UWIN with copies of any complaints relating to the operation or activities of Contractor's Business that Contractor receives from any of its customers, any Better Business Bureau or any federal, state or local regulatory or governmental agency

Article 9. Transfer

9.1 **Transfer by UWIN.** UWIN shall have the right, directly or indirectly, to sell, assign, transfer or otherwise dispose of or deal with this Agreement, or any or all of its rights and obligations under this Agreement, to any individual, firm, partnership, association, bank, lending institution, corporation, limited liability company or other third party as UWIN may in its sole discretion deem appropriate. In the event of any such transfer, UWIN shall be released from any liability under this Agreement for the obligations transferred.

9.2 **Transfer by Contractor.** Contractor acknowledges that the granting of the rights hereunder is based upon UWIN's investigation of Contractor's qualifications and that such rights are personal to Contractor. Contractor shall not sell, divide, encumber, assign, hypothecate, mortgage, sub-license, transfer through bequest, inheritance, transfer in trust, divorce or operation of law or by any other means, or otherwise dispose of the rights granted hereunder, or any part of this Agreement, or any rights or privileges incidental to this Agreement, or any interest therein. Any actual, attempted or purported transfer occurring without UWIN's prior written consent shall constitute a default of this Agreement and shall be null and void.

Article 10. Termination and Expiration

10.1 ***Termination by UWIN Without Opportunity to Cure.*** Contractor shall be deemed to be in default under this Agreement, and UWIN may, at its option, terminate this Agreement and all rights granted herein effective immediately, without giving Contractor Notice of, or the opportunity to cure, the default, if Contractor either:

A. makes or is deemed to have made a general assignment for the benefit of creditors, or if a petition is filed against Contractor under the Bankruptcy Code and not dismissed within sixty (60) days of filing, or if a petition is filed by Contractor under the Bankruptcy Code, or if Contractor shall be declared or adjudicated bankrupt, or if a liquidator, trustee in bankruptcy, custodian, receiver, receiver and manager, moderator, or any other officer with similar powers shall be appointed of or for Contractor, or if Contractor commits any act of bankruptcy or institutes proceedings to be adjudged bankrupt or insolvent or consents to the institution of such appointment or proceedings, or if Contractor admits in writing an inability to pay debts generally as they become due;

B. shall have any of the products or chattels of Contractor's Business at any time seized or taken in execution or in attachment by a creditor of Contractor, or a writ of execution shall issue against such products or chattels;

C. willfully or fraudulently misrepresented any fact, condition or report made in any application given to UWIN or required to be made by this Agreement; or

D. by its actions, or its failure to take an action that it is required to take, adversely affects the goodwill associated with the Program or the Seal.

10.2 ***Termination by UWIN After Opportunity to Cure.*** Contractor shall be deemed to be in default of this Agreement, and UWIN, at its option, may terminate this Agreement and all rights granted herein effective as of the time noted, if Contractor either:

A. fails to pay when due any monies owed to UWIN, without limitation, the enrollment fee and such default is not cured within ten (10) days after receiving Notice thereof from UWIN;

B. fails to service resolve one or more disputes with its customers to the satisfaction of UWIN and in accordance with the Program and this Agreement; or

C. is in default of any of Contractor's other obligations contained in this Agreement or in any other agreement or instrument entered into or made between Contractor and UWIN (or its affiliate) relating to Contractor's Business and fails to cure such default and satisfy UWIN that such default has been cured within thirty (30) days after receiving Notice from UWIN to cure the same.

10.3 **Other Relief.** Any termination under Sections 10.1 and 10.2 of this Agreement shall be without prejudice to any other rights (including any right of indemnity), remedy or relief vested in or to which UWIN may otherwise be entitled against Contractor. All moneys paid by Contractor to UWIN under this Agreement or otherwise shall be retained by UWIN as consideration for the rights and benefits previously conferred on Contractor hereunder. The foregoing remedy shall not exclude any of the remedies which UWIN may have at law or in equity by reason of the default, breach or non-observance by Contractor of any provision of this Agreement.

10.4 **Contractor's Obligations on Termination or Expiration.** Upon the termination or expiration of this Agreement for any reason whatsoever, Contractor shall forthwith cease to be enrolled in the Program and shall immediately:

A. pay to UWIN all amounts and charges as have or will thereafter become due hereunder or under any other agreement between Contractor and UWIN and are then unpaid;

B. notify the telephone company and all listing agencies of the termination or expiration of Contractor's right to use the Seal;

C. thereafter not, directly or indirectly, represent to the public that Contractor's Business is operated in association with UWIN or the Program, or hold itself out as a present or former participant in the Program;

D. cease to use, directly or indirectly, in advertising or in any other manner whatever, the Seal, any mark similar to the Seal, or any other identifying characteristics or indicia of operation of the Program;

E. permit UWIN, at Contractor's expense, to enter the location from which Contractor's Business is conducted in order to remove any and all personal property of Contractor which displays the Seal or any distinctive feature or device associated with the Program, including any and all equipment, signs, advertising materials, fixtures, furnishings, inventory, invoices, supplies or forms; and

F. delete any references to UWIN or the Seal from any Internet webpage used by Contractor.

Article 11. Relationship and Indemnification

11.1 **Independent Parties.** Contractor is and will at all times remain an independent contractor and is not and shall not represent itself to be the agent, joint venturer, partner or employee of UWIN, or to be related to UWIN other than as a participant in the Program. Contractor shall not make any representations or take any acts which could establish any apparent relationship of agency, joint venture, partnership or employment with UWIN, and UWIN shall not be bound in any manner whatsoever by any agreements, warranties, representations or undertakings made by Contractor to any other person nor with respect to any other action of Contractor. No acts of assistance given by UWIN to Contractor shall be construed so as to alter this relationship.

11.2 **Non-Liability.** UWIN shall not be obligated or liable for any injury or death of any person or damage to any property caused by Contractor's acts, failure to act, negligence or willful conduct, or for any other liability of Contractor.

11.3 **Contractor Indemnity.** Contractor hereby agrees to indemnify, hold harmless and, upon request, defend UWIN, its affiliates, and their respective members, owners, shareholders, directors, officers, employees and agents (the "Indemnified Parties"), from and against all suits, proceedings, assessments, losses, claims, liabilities, demands or actions of any nature or kind whatsoever ("Claims"), directly or indirectly arising out of, or in any manner whatsoever associated or connected with:

A. the failure of Contractor to pay when due any levies, taxes or assessments that Contractor may be required by applicable law to pay;

B. Contractor's operation of Contractor's Business; or

C. Contractor's acts, failure to act, or negligence or willful conduct;

and against any and all damages, costs, expenses and fees (including, without limitation, reasonable legal expenses and fees), losses, fines or penalties incurred by or on behalf of any of the Indemnified Parties in the investigation or defense of any and all Claims.

Article 12. Customer Complaint Resolution

12.1 **Resolution of Complaints.** Any dispute between Contractor and its customers that occurs during the Term shall be subject to the resolution provisions set forth below.

12.2 **Contractor's Resolution.** Contractor shall use good faith efforts to resolve any and all disputes occurring during the Term that Contractor may have with its customers regarding the material used by Contractor, the labor performed or the craftsmanship displayed by Contractor with respect to work for which it has charged or intends to charge its customers.

12.3 **UWIN's Intervention.** If a customer of Contractor notifies UWIN that a dispute exists between such customer and Contractor regarding the labor performed or the craftsmanship displayed by Contractor with respect to work for which it has charged or intends to charge that customer (a "Complaint"), UWIN will advise customer that UWIN will promptly notify Contractor of the Complaint and that Contractor will have 48 hours to resolve the Complaint to customer's satisfaction.

12.4 **Remedial Actions.** If Contractor fails to resolve a Complaint to a customer's satisfaction within 48 hours after receiving notice of the Complaint from UWIN, UWIN, at its sole discretion and without notice to Contractor, shall have the right to either (a) pay customer the dollar amount that UWIN determines to be in dispute, (b) pay customer the dollar amount that UWIN determines is required to complete the work, if unfinished, or (c) pay an independent third party contractor to complete the work, if unfinished. By its execution of this Agreement, Contractor irrevocably authorizes and directs UWIN take such of the foregoing remedial actions as UWIN in its sole judgment believes should be taken. If UWIN makes any payment, as provided in this Section 12.4, Contractor shall reimburse UWIN the full amount of any such payment within 15 days after UWIN notifies Contractor of such payment. If Contractor does not reimburse UWIN for the full amount of any such payment within the 15 day period, UWIN shall have the right to assess and collect a past due service charge equal to the lesser of one and one-half percent (1.5%) per month or the maximum permissible rate on such past due amounts.

Article 13. General

13.1 **Venue.** Contractor agrees that UWIN may institute any action against Contractor arising out of or relating to this Agreement in any state court of general jurisdiction sitting in Sarasota County, State of Florida, or in the United States District Court for the Middle District of Florida, and Contractor irrevocably submits to the jurisdiction of such court and waives any objection it may have to either the jurisdiction or venue of such court.

13.2 **No Punitive, Exemplary or Consequential Damages.** EXCEPT WITH RESPECT TO CONTRACTOR'S OBLIGATION TO INDEMNIFY THE INDEMNIFIED PARTIES PURSUANT TO SECTION 11.3 AND CLAIMS UWIN BRINGS AGAINST CONTRACTOR FOR CONTRACTOR'S UNAUTHORIZED USE OF THE SEAL, UWIN AND CONTRACTOR AND CONTRACTOR'S RESPECTIVE OWNERS WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN THE PARTIES, THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND/OR TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS.

13.3 **No Jury Trial.** UWIN AND CONTRACTOR IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER PARTY.

13.4 **Attorneys' Fees.** The prevailing party in any litigation arising out of or relating to this Agreement shall be entitled to recover from the other party all damages, costs and expenses, including court costs and reasonable attorneys' fees, incurred by the prevailing party in successfully enforcing any provision of this Agreement.

13.5 **Severability of Provisions.** Every part of this Agreement is severable and the invalidity or unenforceability of any part of this Agreement shall not affect the validity or enforceability of any other part of this Agreement.

13.6 **Counterparts.** This Agreement may be executed in counterparts, and each counterpart when so executed and delivered shall be deemed an original.

13.7 **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon UWIN, Contractor and their respective heirs, legal representatives, successors and permitted assigns.

13.8 **Survival.** All obligations of UWIN and Contractor which expressly or by their nature survive termination or expiration or transfer of this Agreement shall continue in full force and effect subsequent to and notwithstanding such termination or expiration or transfer and until they are satisfied or by their nature expire.

13.9 **Notices.** All notices, consents and approvals (a "Notice") permitted or required to be given under this Agreement shall be in writing and shall be deemed to be sufficiently and duly given if set forth in writing and, in the case of Contractor, left with an adult person working at Contractor's Business, or, in the case of either party, if sent by a prepaid certified letter or by overnight courier service or transmitted by facsimile or other form of recorded communication tested prior to transmission (with a confirming copy mailed), to UWIN addressed as follows:

UWIN, LLC
50 Central Avenue
Suite 920
Sarasota, Florida 34236
Attention: Membership Services

and to Contractor addressed to the address set forth above or to its facsimile number provided to UWIN.

Any Notice so given or made shall be deemed to have been given or made and received on the earlier of (i) the day of delivery or (ii) one (1) business day after transmission by facsimile or other form of recorded communication service of the same or by overnight courier service, as the case may be, or (iii) on the third (3rd) business day following the day of mailing of the same by certified mail. Any party from time to time by Notice in writing given pursuant to the terms of this Agreement may change its address or facsimile number for the purpose of this Agreement.

13.10 **Non Waiver.** The failure of either party to exercise any right, power or option given under this Agreement, or to insist upon strict compliance with the terms and conditions of this Agreement by the other party, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach of this Agreement or default under this Agreement, nor a waiver by the first party of its right at any time thereafter to require strict compliance with all terms and conditions of this Agreement. UWIN's acceptance of payments due under this Agreement shall not constitute a waiver of any breaches by Contractor that precede the acceptance of such payments.

13.11 **Applicable Law.** This Agreement shall be governed, construed and interpreted in accordance with the substantive laws of the State of Florida, without giving effect to its conflicts of law principles.

13.12 **No Third Party Beneficiaries.** Except as otherwise expressly provided herein, this Agreement is exclusively for the benefit of the parties hereto and shall not confer a benefit on, or give rise to liability to, a third party. No agreement between UWIN and a third party is for the benefit of Contractor.

13.13 **Approvals or Consents.** Requests by Contractor for approvals or consents shall be in writing and shall be timely made. Approvals and consents by UWIN shall not be effective unless in writing and duly executed by UWIN. Except as expressly provided to the contrary herein, UWIN may grant or withhold such approvals or consents, and may make any determinations permitted hereunder, in its sole discretion and shall not be required to show “reasonableness” or to comply with any other standard in connection herewith.

13.14 **Effect of Standards.** UWIN’s specifications of the Program shall not constitute a warranty or representation, express or implied, as to quality, safety, suitability, fitness for a particular purpose or any matter. UWIN shall not be liable to Contractor or others on account of the specifications of the Program.

13.15 **Construction.** Contractor acknowledges that it had the opportunity to be represented by an attorney in connection with the preparation and execution of this Agreement, and to review and understand the terms hereof and to consider the advisability of entering into this Agreement. This Agreement shall be construed according to its plain meaning and neither for nor against either party hereof regardless of which party’s counsel drafted the provision.

13.16 **Further Assurances.** The parties agree to diligently do or cause to be done all acts or things and to execute all documents and instruments necessary to implement and carry into effect this Agreement to its fullest extent.

13.17 **Entire Agreement/Amendments.** UWIN and Contractor each acknowledge and warrant to each other that they wish to have all terms of the business relationship defined in this Agreement. Neither UWIN nor Contractor wishes to enter into a business relationship with the other in which any terms or obligations are the subject of alleged oral statements or in which oral statements serve as the basis for creating rights or obligations different from or supplementary to the rights and obligations set forth herein. Accordingly, UWIN and Contractor agree that this Agreement, together with any other documents or agreements executed by the parties contemporaneously hereto, supersede and cancel any prior and/or contemporaneous discussions (whether described as representations, inducements, promises, agreements or any other term) between UWIN or anyone acting on its behalf and Contractor or anyone acting on its behalf, which might be taken to constitute agreements, representations, inducements, promises or understandings (or any equivalent to such terms) with respect to the relationship between the parties, and UWIN and Contractor each agree that they have placed, and will place, no reliance on any such discussion. This Agreement, together with any other documents or agreements executed by the parties contemporaneously hereto or incorporated herein by reference, constitutes the entire agreement between the parties and contains all of the terms, conditions, rights and obligations of the parties with respect to any aspect of the relationship between the parties. No further rights or offer of rights have been promised to Contractor and no such rights or offer of rights shall come into existence, except by means of a separate writing, executed by an officer of UWIN or such other entity granting the rights and specifically identified as a modification of this Agreement. No change, modification, amendment or waiver of any of the provisions hereof shall be effective and binding upon either party unless it is in writing, specifically identified as an amendment hereto and signed by the party to be charged.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date first written above.

Contractor Name:

UWIN:

UWIN, LLC

Signature: _____

Signature: _____

Title: _____

Title: _____

Exhibit A

OWNER'S GUARANTY

In consideration of, and as an inducement to, the grant of a license to use the Seal and the execution of the Contractor Agreement dated, _____ (the "Agreement") by and between UWIN, LLC, a Florida limited liability company ("UWIN"), and _____, a _____ ("Contractor"), the undersigned hereby personally and unconditionally: (1) guaranties to UWIN and its successors and assigns, for the Term and thereafter, including any renewal, as provided in the Agreement, that Contractor shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement and any documents, agreements, instruments and promissory notes executed pursuant to or in connection with the Agreement (collectively, the "Documents"); and (2) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Documents applicable to Owners of Contractor.

The undersigned waives:

- (1) acceptance and notice of acceptance by UWIN of the foregoing undertakings;
- (2) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guarantied;
- (3) protest and notice of default to any party with respect to the indebtedness or non-performance of any obligations hereby guarantied;
- (4) any right the undersigned may have to require that an action be brought against Contractor or any other person as a condition of liability; and
- (5) any and all other notices and legal or equitable defenses to which the undersigned may be entitled.

The undersigned consents and agrees that:

the undersigned's direct and immediate liability under this Guaranty shall be joint and several with all signatories to this and similar guaranties of Contractor's obligations;

- (1) the undersigned shall render any payment or performance required under the Agreement upon demand if Contractor fails or refuses punctually to do so;
- (2) this Guaranty shall apply to any claims UWIN may have due to return of any payments or property UWIN may have received from Contractor as a preference, fraudulent transfer or conveyance or the

like in any legal proceeding;

- (3) such liability shall not be contingent or conditioned upon pursuit by UWIN of any remedies against Contractor or any other person; and
- (4) such liability shall not be diminished, relieved or otherwise affected by any extension of time, creditor or other indulgence which UWIN may from time to time grant to Contractor or to any other person, including without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this Guaranty, which shall be continuing and irrevocable during and after the terms of the Documents, as the same may be amended or renewed, until Contractor's duties and obligations to UWIN are fully discharged and satisfied.

All capitalized terms when used herein shall have the meanings ascribed to them in the Agreement.

This Agreement shall be governed, construed and interpreted in accordance with the substantive laws of the State of Florida, without giving effect to its conflicts of law principles.

IN WITNESS WHEREOF, each of the undersigned has affixed his signature on the _____ day of _____, 200____.

WITNESS(ES):

GUARANTOR(S):

Print or Type Name

Print or Type Name

Signature

Signature

Print or Type Name

Print or Type Name

Signature

Signature