

CHOWDER CONTRACTOR PROGRAM TERMS & AGREEMENT

“We”, “our” and “us” mean **Chowder, LLC**. “You”, “yours” mean you as the Contractor as defined by your business entity in your application to the above captioned program and as listed below.

1. Approval. You are hereby approved for the Chowder Contractor Program to offer our Lease-Purchase Program(s) to your customers for a period of one (1) year from the date of the mutual execution of this Agreement, and this agreement will automatically renew for an additional one (1) year period at the expiration date and continue to renew annually thereafter until or unless either party provides 60-day prior written notice to the other of termination.
2. Referring Chowder Customer Applications. You agree to promote and refer prospective customers to the Chowder Lease-Purchase programs and promote the utilization of the Chowder application through your Contractor portal. Applications with missing information or documents cannot be processed until we receive all required documents. We agree to process the application in a timely manner on the day it is received and no later than the next business day, and we shall notify you promptly when you have been approved to install equipment under the Lease-Purchase Program for our mutual customer. If the application is declined, we agree to notify the customer in a timely manner so they may make other arrangements for their household system purchase.
3. Representations and Warranties. You represent and warrant to us the following: (i) you have faithfully represented the Chowder program accurately according to program and promotional material found on the Chowder website and through the contractor portal, (ii) you have not participated with the customer in the financing of any other product to any other financier commonly referred to as “double” or “split” financing, (iii) the customer’s Chowder contract has not been signed by you without the customer’s knowledge and consent, (iv) you shall undertake commercially reasonable efforts to determine that the residential property where the equipment will be installed is currently occupied, not in disrepair, and not condemned (v) you shall not install any equipment with regard to Chowder products unless the equipment is (a) new and undamaged and (b) warranted by manufacturer and by you as per your typical warranty program, (vi) you have accurately represented your personal and business identity through the Chowder Contractor Program application process, (vii) you are duly licensed to do business as required in the jurisdiction of any installations and to furnish such proof upon request by us, (viii) you shall extend to Qualified Customers any and all warranties Contractor typically provides to its retail customers with respect to such Equipment, inclusive of any and all manufacturer’s warranties typically administered by Contractor on behalf of the manufacturer. Warranties shall be issued in the name of the Qualified Customer and Chowder shall be provided with a copy of the completed manufacturer’s warranty registration, which shall include the name of the Qualified Customer, within seven (7) calendar days of the delivery date of the Equipment and, (ix) you agree to service and administer any and all warranty claims with respect to the Equipment by dealing directly with the Qualified Customers who have leased such items from Chowder. You shall hold Chowder harmless from any claim or defense made by a Chowder customer relating to the Equipment sold and/or installed by you covered by this Agreement. In the event that you have not complied with the requirements of this paragraph 3, or you have failed to comply in a material respect with other terms and condition of this Agreement, you will be liable to us for all loss,



liability or damage, including court costs and attorney's fees, in the event of any legal action, that results from such failure on your part.

4. Costs and Expenses Incurred by Contractor. Except to the extent included in the Agreement with the Customer relating to Chowder products, you acknowledge that all cost and expenses incurred by you in connection with delivery and installation of the equipment under this Agreement are your sole responsibility, incurred at your own risk and in your independent business judgment that such cost and expenses are reasonable and appropriate. You shall hold Chowder harmless from all such cost and expenses.
5. Installation of Equipment. You agree to install the equipment specified in the Lease-Purchase Agreement either at the customer's residence (as specified in the Lease-Purchase Agreement). We will require Verification of Installation or an Installation Receipt satisfactory to us. You agree to inform us, in advance, if the Equipment desired by the customer cannot be installed within three (3) business days of the date of issuance of the customer's Lease-Purchase Agreement so that we may amend the Lease-Purchase Agreement's terms and conditions to reflect proper installation date of the Equipment. If there is an amount due Chowder under this or any other agreement, you agree that we may charge-back any funds previously advanced to you for the related Lease-Purchase contract or withhold the funds against any other Lease-Purchase contracts we approved prior to their funding. You also agree that if we cancel this Agreement, the decision to fund any Lease-Purchase Agreement approved prior to the cancellation that have not been funded shall be at our sole discretion.
6. Collection of Application Fee and Discount Prior to funding the lease. We will collect the application fee (if applicable) from the customer. Upon funding the lease, we will deduct any agreed upon discount (if applicable) from the base cash price of the equipment (excluding the delivery fee). Note that no sales tax is collected on this sale to us as it is an exempt transaction and we have provided you with our Sales Tax Exemption or Resale Certificate for your state.
7. Documents Required to Fund the Lease. You agree to provide all documents detailed in the Contractor Program Requirements located on the Chowder web portal. These documents include but are not limited to: (i) executed Bill of Sale listing Chowder as the "Bill To" party and the physical address where the Equipment was delivered as the "Shipping Address"; (ii) completed Contractor Installation Certification Form, or other similar form utilized by Chowder, signed or otherwise accepted, in a manner suitable to Chowder, by you; (iii) ACH (direct deposit) authorization form acceptable to Contractor's financial institution to fund purchase of Equipment from you.
8. Funding the Lease. We will transmit the approved Lease-Purchase funds to you via ACH in a timely manner to the banking account information you have provided. Timing and success of delivery using other methods is not guaranteed.
9. Entire Agreement. We mutually agree that this is the entire agreement between you and us as stated in Par. 15 below.
10. Credit Reporting. You agree not to market, advertise, or otherwise imply that the services offered by Chowder, LLC are not subject to credit check (i.e. "no credit check"). Chowder, LLC uses information obtained from consumer reporting agencies to make leasing decisions. In addition, information on account performance is reported to consumer reporting agencies. For marketing and general purposes, the Chowder, LLC program must only be referred to as "no credit required", or "no credit



needed”.

11. Future Changes to Chowder Contractor Partner Program Terms & Agreement. You agree that we may change the terms and conditions of this Program & Agreement without your prior approval. [Notification of any change to the agreement will be made available on our website www.chowderfinancial.com](http://www.chowderfinancial.com). Submitting an application after a change is made shall constitute your acceptance of the terms of the updated Agreement.
12. Governing Law; Arbitration. This Agreement shall be exclusively governed by, construed, and interpreted in accordance with the laws of the State of Georgia, without giving effect to its conflict of laws rules. ~~Any dispute between the parties arising out of or related to this Agreement or the performance or nonperformance hereof shall be settled by binding arbitration in accordance with the applicable rules of the American Arbitration Association (“AAA”) and the provisions of this Section. The arbitration shall be conducted within the city of Peachtree City, Georgia, by a single arbitrator selected in accordance with such AAA rules. In conducting the arbitration and rendering its award, the arbitrator shall give effect to the terms of this Agreement and the other documents and agreements delivered pursuant hereto, including the choice of applicable law, and shall give effect to any other agreement of the parties relating to the conduct of this arbitration. Judgment upon reward of the arbitrator may be entered by any court of competent jurisdiction.~~
13. Independent Contractor. This Agreement does not create a principal or agent, employer or employee, partnership, joint venture, or any other relationship except that of an independent contractor between Chowder and the Contractor.
14. Assignment. This Agreement may not be transferred or assigned by Contractor without the prior written consent of Chowder.
15. **Contractor Agreement**. You acknowledge and agree to the following:
 - You have read this Contractor Agreement.
 - By your clicking on the “Accept” button, you agree to all the Terms and Provisions of this Contractor Agreement upon our purchase of equipment from you under a lease purchase contract with a Qualified Customer.

Chowder, LLC

[8920 Eves Rd #769479](#)
[Roswell, GA 30076](#)
[235 Christina CT](#)
[Peachtree City, GA 30269](#)

By: Christopher J. O’Reilly

Contractor Name

Contractor Company Address

By: _____
Printed Name

