



Auto-Fill Form

1. Date: _____
2. Licensee First Name Last Name: _____
3. City, State: _____
4. Licensee Address line one: _____
5. Licensee Address line two: _____
6. Licensee Address line three: _____
7. District Number: _____ City number: _____



Master License Agreement

1. Basis for Agreement

This is **NOT** a franchise, it is a License. The Master Licensor has developed methods for establishing, operating and promoting businesses engaged in the business of Residential and Commercial Painting Leads, Marketing Tools, and Coaching using the service mark and related trade names and trademarks ("Marks") and the Master Licensor's proprietary methods of doing business (the "Licensed Methods"). The Master Licensor grants the right to others to develop and operate The Painting Pro Guys License, under the Marks and pursuant to the Licensed Methods.

The Licensee desires to establish The Painting Pro Guys License at a location identified herein, and the Master Licensor desires to grant the Licensee the right to operate a The Painting Pro Guys License at such location and under the terms and conditions which are contained in this Agreement.

2. Grant of License

The Master Licensor grants to the Licensee, and the Licensee accepts from the Master Licensor, the right to use the Marks, Logos and Licensed Methods in connection with the establishment and operation of a The Painting Pro Guys License, at the location described in Article 3 of this Agreement. The Licensee agrees to use the Marks, Logos and Licensed Methods, as they may be changed, improved, and further developed by the Master Licensor from time to time, only in accordance with the terms and conditions of this Agreement.

The Licensee agrees at all times to faithfully, honestly and diligently perform the Licensee's obligations hereunder, and to continuously exert best efforts to promote The Painting Pro Guys License. The Licensee agrees to utilize the Marks, Logos and Licensed Methods to operate all aspects of the business Licensed hereunder in accordance with the methods and systems developed and prescribed from time to time by the Master Licensor, all of which are a part of the Marks, Logos and Licensed Methods. The Licensee's shall offer such products and services as the Master Licensor shall designate and shall be restricted from manufacturing, offering or selling any products or services not previously approved by the Master Licensor in writing. The Painting Pro Guys must feature The Painting Pro Guys brand items manufactured by the Master Licensor or its designated suppliers and related non-primary items ("Items") approved by the Master Licensor in writing.

3. License Fee

This is **NOT** a franchise. The Licensee agrees to pay the Master Licensor an amount of \$497 one time per year Licensing Fee. The payment of License fee enables the Licensee to enjoy the use of the Master Licensor's system, Name, Marks, and Logos. Moving forward, the Licensee agrees to pay the Master Licensor \$1495 per month for the following tools, technology, systems, and training.

- * Website with Licensee's local city in the URL. IE: [www.PaintingProGuys\(YourCity\).com](http://www.PaintingProGuys(YourCity).com)
- * Other Web Assets are the needed websites, videos, and other tools need to generate lead calls
- * Website Hosting
- * Website Management & Updates
- * Local Facebook page
- * Facebook Management & Updates
- * 5 Tracking Phone numbers
- * Cloud based prospect/customer card follow up system
- * Vehicle Signs
- * Jobsite Yard Signs
- * Cloud based training & coaching
- * Regular Reports



4. Licensed Location and Designated Area

1.

The rights that are granted to the Licensee under this Agreement are for the specific Licensed Location and cannot be transferred to any other location without the prior written approval of the Master Licensors.

5. Initial License Fee

In consideration for the right to develop and operate one Home Improvement Pro Guys License, the Licensee agrees to pay to the Master Licensors an initial one time License Fee of \$497, which is due and payable as of the date of execution of this Agreement. The initial License fee represents payment for the initial grant of the rights to use the Marks and Licensed Methods, that the Master Licensors has earned the initial License fee upon receipt thereof and that the fee is non-refundable except as otherwise specifically set forth in this Agreement.

6. Training

After the Licensee executes a lease for the Licensed Location, the Licensee or, if the Licensee is not an individual, the person designated by the Licensee to assume primary responsibility for the management of The Painting Pro Guys License ("General Manager") is required to attend and successfully complete the initial training program which is offered by the Master Licensors at the Master Licensors' online designated training site. The dates for the training are to be determined.

7. Development Assistance

The Master Licensors will provide the Licensee 2 magnetic vehicle door signs, 2 magnetic bumper stickers, and 10 jobsite signs.

8. Operations Web Training Portal (Under Development)

9. Monthly Service Fees

Throughout the term of this Agreement, the Licensee agrees to pay to the Master Licensors a continuing Monthly Service Fee of \$1495 per month. The first Monthly Service Fee is to be paid with the one time License Fee of \$497, and then each month on the anniversary date of the original agreement date. The Licensors reserve the right to increase the Monthly Service Fee as might be needed on the annual renewal date. If Licensors do raise said fee, a 30 day notice following the first annual anniversary is required. This is **NOT** a franchise so, **No percentage of gross sales is required from the Licensee of The Painting Pro Guys License.** 100% of Gross Retail Sales belongs to the Licensee. It is understood and agreed that this agreement may be changed, modified and/or updated by the Master Licensors, from time to time as may be needed to keep the business agreement viable and healthy.

10. Advertising

The Licensee shall obtain the Master Licensors' prior written approval of all advertising or other marketing or promotional programs published by any method, including print, broadcast and electronic media, regarding the Marks, Logos, of The Painting Pro Guys License, including, without limitation, "Yellow Pages" advertising, newspaper ads, flyers, brochures, coupons, direct mail pieces, specialty and novelty items, radio, television, and Internet advertising, or digital media of any kind. The Licensee acknowledges and agrees that the Master Licensors may disapprove of any advertising, marketing or promotional programs submitted to the Master Licensors for any reason at the Master Licensors' sole discretion. The Licensee shall also obtain the Master Licensors' prior written approval of all promotional materials provided by vendors. The proposed written advertising or a description of the marketing or promotional program shall be submitted to the Master Licensors before publication, promotion, broadcast or use.

11. Quality Control

The Licensee agrees to maintain and operate The Painting Pro Guys License strictly in compliance with this Agreement and the standards and specifications, as the same may be modified from time to time by the Master Licensors in accordance with this Agreement.

The Licensee is prohibited from offering or selling any products or services not authorized by Master Licensors, using The Painting Pro Guys licensed process and images.



If the Licensee proposes to offer, conduct or utilize any products, services, materials, forms, items or supplies for use in connection with or sale through The Painting Pro Guys which are not previously approved by the Master Licensor as meeting its specifications, the Licensee shall first notify the Master Licensor in writing requesting approval. The Master Licensor may, in its sole discretion, for any reason whatsoever, elect to withhold such approval. In order to make such determination, the Master Licensor may require submission of specifications, information, or samples of such products, services, materials, forms, items or supplies. The Master Licensor will advise the Licensee within a reasonable time whether such products, services, materials, forms, items or supplies meet its specifications.

EXAMPLE: This is a License, it is **NOT** a franchise. Therefore, the Licensor cannot and is not telling the Licensee how to conduct his or her business. The purpose of this part of the agreement is to clarify that the Licensor intends to protect its brand and image. Currently, the Licensor promotes and supports the two major areas of professional painting, residential and light commercial with primary focus on residential painting. If the Licensee wants to pursue painting opportunities outside of these six areas using The Painting Pro Guys image, tools, presentations, and support systems, it must be approved before proceeding.

12. Term

The term of this Agreement begins on the date that this Agreement and shall run on a month to month basis. If either party to this agreement wishes to end this agreement, it may be terminated upon 30 days' notice being mailed to the name and address on this agreement, or as required by law, or as provided elsewhere within. To be clear, if this agreement was approved on the 1st of the month, and either party to this agreement elects to terminate this agreement, a notice to terminate must be delivered to the other party at least 30 before the 1st of the following month.

13. Default and Termination

The Master Licensor shall have the right, at its option, to terminate this Agreement and all rights granted the Licensee hereunder, without affording the Licensee any opportunity to cure any default (subject to any state laws to the contrary, where state law shall prevail), effective upon receipt of notice by the Licensee, upon the occurrence of any of the following events:

- a. Abandonment. If the Licensee ceases to operate The Painting Pro Guys License or otherwise abandons The Painting Pro Guys License for a period of 30 consecutive days, or any shorter period that indicates an intent by the Licensee to discontinue operation of The Painting Pro Guys License, unless and only to the extent that full operation of The Painting Pro Guys is suspended or terminated due to fire, flood, earthquake or other similar causes beyond the Licensee's control and not related to the availability of funds to the Licensee;
- b. Insolvency; Assignments. If the Licensee becomes insolvent or is adjudicated a bankrupt; or any action is taken by the Licensee, or by others against the Licensee under any insolvency, bankruptcy or reorganization act, (this provision may not be enforceable under federal bankruptcy law, or if the Licensee makes an assignment for the benefit of creditors, or a receiver is appointed by the Licensee;
- c. Criminal Conviction. If the Licensee is convicted of a felony, a crime involving moral turpitude, or any crime or offense that is reasonably likely, in the sole opinion of the Master Licensor, to materially and unfavorably affect the Licensed Methods, Marks, goodwill or reputation thereof;
- d. Failure to Make Payments. If the Licensee fails to pay any amounts due the Master Licensor or affiliates, including any amounts which may be due as a result of any subleases or lease assignments between the Licensee and the Master Licensor, within 10 days after receiving notice that such fees or amounts are overdue.
- e. Misuse of Marks. If the Licensee misuses or fails to follow the Master Licensor's directions and guidelines concerning use of the Master Licensor's Marks and fails to correct the misuse or failure within ten days after notification from the Master Licensor;
- f. Unauthorized Disclosure. If the Licensee intentionally or negligently discloses to any unauthorized person the contents of or any part of the Master Licensor's Operations System or any other trade secrets or confidential information of the Master Licensor;
- g. Repeated Non-Compliance. If the Licensee has received two previous notices of default from the Master Licensor and is again in default of this Agreement at any time during the term of this Agreement, regardless of whether the previous defaults were cured by the Licensee.
- h. Others. Any other covenant that the parties feel is sufficient cause to terminate this Agreement.



i. U.S. law requires companies to employ only individuals who may legally work in the United States – either U.S. citizens, or foreign citizens who have the necessary authorization. The Licensee agrees to use “E-Verify” with every employee and or subcontractor that he or she employees to work on the property of any Master Licensee generated lead. E-Verify is an Internet-based system that allows businesses to determine the eligibility of their employees to work in the United States. E-Verify is fast, free and easy to use – and it’s the best way employers can ensure a legal workforce.

14. Restrictive Covenants

The Licensee acknowledges that, in addition to the license of the Marks hereunder, the Master Licensor has also licensed commercially valuable information which comprises and is a part of the Licensed Methods, including without limitation, operations, marketing, advertising and related information and materials and that the value of this information derives not only from the time, effort and money which went into its compilation, but from the usage of the same by all the Licensees of the Master Licensor using the Marks and Licensed Methods. The Licensee therefore agrees that other than The Painting Pro Guys License licensed herein, neither the Licensee nor any of the Licensee's officers, directors, shareholders or partners, nor any member of his or their immediate families, shall during the term of this Agreement: a. have any direct or indirect controlling interest as a disclosed or beneficial owner in a "Competitive Business."

The Licensee shall treat all information it receives which comprises or is a part of the Licensed Methods licensed hereunder as proprietary and confidential and will not use such information in an unauthorized manner or disclose the same to any unauthorized person without first obtaining the Master Licensor's written consent. The Licensee acknowledges that the Marks and the Licensed Methods have valuable goodwill attached to them, that the protection and maintenance thereof is essential to the Master Licensor and that any unauthorized use or disclosure of the Marks and Licensed Methods will result in irreparable harm to the Master Licensor.

15. Insurance

The Licensee shall procure, maintain and provide evidence of:

- (i) Comprehensive general liability insurance for the Licensed Location and its operations;
- (ii) Automobile liability insurance covering all employees of The Painting Pro Guys License with authority to operate a motor vehicle in an amount not less than any statutorily imposed minimum coverage;
- (iii) Unemployment and worker's compensation insurance with a broad form all-states endorsement coverage sufficient to meet the requirements of the law; and

All of the required policies of insurance shall name the Master Licensor as an additional named insured and shall provide for a 30 day advance written notice to the Master Licensor of cancellation.

The Licensee will provide proof of insurance to the Master Licensor prior to commencement of operations at The Painting Pro Guys License. This proof will show that the insurer has been authorized to inform the Master Licensor in the event any policies lapse or are cancelled. The Master Licensor has the right to change the minimum amount of insurance the Licensee is required to maintain by giving the Licensee prior reasonable notice, giving due consideration to what is reasonable and customary in the similar business. The Licensee's failure to comply with the insurance provisions set forth herein shall be deemed a material breach of this Agreement. In the event of any lapse in insurance coverage, in addition to all other remedies, the Master Licensor shall have the right to demand that the Licensee cease operations of The Painting Pro Guys License until coverage is reinstated, or, in the alternative, pay any delinquencies in premium payments and charge the same back to the Licensee.

16. Governing Law

This Agreement shall be interpreted under the laws of the state of Texas and any disputes between the parties shall be governed by and determined in accordance with the substantive laws of the state of Texas which laws shall prevail in the event of any conflict of laws.

17. Modification.

The Master Licensor and/or the Licensee may modify this Agreement only upon execution of a written agreement between the two parties. The Licensee acknowledges that the Master Licensor may modify its standards and specifications and operating and marketing techniques set forth in the Operations Manual unilaterally under any conditions and to the extent in which the Master Licensor, in its sole discretion, deems necessary to protect, promote, or improve the Marks and the quality of the Licensed Methods, but under no circumstances will such modifications be made arbitrarily without such determination.



- a. To help in the generation of prospective new sales leads, the Master Licensor will from time to time develop and promote “Specials or a Sales Promotion,” (example below). The Licensee agrees to support, promote, and follow up on all leads, regardless of how they were generated.

Example:



18. Entire Agreement.

This Agreement contains the entire agreement between the parties and supersedes any and all prior agreements concerning the subject matter hereof. The Licensee agrees and understands that the Master Licensor shall not be liable or obligated for any oral representations or commitments made prior to the execution hereof or for claims of negligent or fraudulent misrepresentation based on any such oral representations or commitments and that no modifications of this Agreement shall be effective except those in writing and signed by both parties. The Master Licensor does not authorize and will not be bound by any representation of any nature other than those expressed in this Agreement. The Licensee further acknowledges and agrees that no representations have been made to it by the Master Licensor regarding projected sales volumes, market potential, revenues, profits of The Painting Pro Guys License, or operational assistance other than as stated in this Agreement or in any disclosure document provided by the Master Licensor or its representatives.

- a. It is understood and agreed that the following text shall appear in each and every contract that exists between the Licensee and his or her customer. It is further agreed that the Licensee will provide the Licensor a copy of his or her contract prior to doing business as the “Home Improvement Pro Guys” and a copy on each contract renewal year. **THIS TEXT MUST BE INCLUDED IN ALL CONTRACTS AND MUST REQUIRE AN INITIAL OF THE CUSTOMER.**

“This agreement is between the Contractor and the home improvement Customer. It is understood and agreed The Painting Pro Guys is a 3rd party marketing firm and is hereby held harmless in any disagreements or litigation that may or may not occur between the contractor and the customer.”

19. Effective Date.

This Agreement shall be effective when it is accepted by the Master Licensor as evidenced by dating and signing by an officer of the Master Licensor.

20. Attorneys' Fees.

In the event of any dispute between the parties to this Agreement, including any dispute involving an officer, director, employee or managing agent of a party to this Agreement, in addition to all other remedies, the non-prevailing party will pay the prevailing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in any legal action, arbitration or other proceeding as a result of such dispute.

**21. Injunctive Relief.**

Nothing herein shall prevent the Master Licensor or the Licensee from seeking injunctive relief to prevent irreparable harm, in addition to all other remedies. If the Master Licensor seeks an injunction, the Master Licensor will not be required to post a bond.

22. No Waiver.

No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by the Master Licensor or the Licensee shall be considered to imply or constitute a further waiver by the Master Licensor or the Licensee of the same or any other condition, covenant, right, or remedy.

23. No Right to Set Off.

The Licensee shall not be allowed to set off amounts owed to the Master Licensor for fees or other amounts due hereunder, against any monies owed to Licensee, nor shall the Licensee in any event withhold such amounts due to any alleged nonperformance by the Master Licensor hereunder, which right of set off is hereby expressly waived by the Licensee.

24. Invalidity.

If any provision of this Agreement is held invalid by any tribunal in a final decision from which no appeal is or can be taken, such provision shall be deemed modified to eliminate the invalid element and, as so modified, such provision shall be deemed a part of this Agreement as though originally included. The remaining provisions of this Agreement shall not be affected by such modification.

25. Notices.

All notices required to be given under this Agreement shall be given in writing, by certified mail, return receipt requested, or by an overnight delivery service providing documentations of receipt, at the address set forth in the first paragraph of this Agreement or at such other addresses as the Master Licensor or the Licensee may designate from time to time, and shall be effectively given when deposited in the United States mail, postage prepaid, or when received via overnight delivery, as may be applicable.

26. Payment of Taxes.

The Licensee shall be responsible for the payment of all required taxes.

27. Signatures.

BEFORE SIGNING THIS AGREEMENT, THE LICENSEE SHOULD READ IT CAREFULLY WITH THE ASSISTANCE OF LEGAL COUNSEL. THE LICENSEE ACKNOWLEDGES THAT:(a) THE SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED HEREIN INVOLVES SUBSTANTIAL RISKS AND DEPENDS UPON THE LICENSEE'S ABILITY AS AN INDEPENDENT BUSINESS PERSON AND ITS ACTIVE PARTICIPATION IN THE DAILY AFFAIRS OF THE BUSINESS, AND(b) NO ASSURANCE OR WARRANTY, EXPRESS OR IMPLIED, HAS BEEN GIVEN AS TO THE POTENTIAL SUCCESS OF SUCH BUSINESS VENTURE OR THE EARNINGS LIKELY TO BE ACHIEVED, AND(c) NO STATEMENT, REPRESENTATION OR OTHER ACT, EVENT OR COMMUNICATION, EXCEPT AS SET FORTH IN THIS DOCUMENT, AND IN ANY OFFERING CIRCULAR SUPPLIED TO THE LICENSEE, IS BINDING ON THE MASTER LICENSOR IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT.

INTENDING TO BE BOUND, the parties have executed this Agreement as of the date first above set forth.



MASTER LICENSOR:

Steven Lloyd

By: Steven Lloyd
Managing Partner
Sterling & Pope Publishing Corp
7462 Chinaberry Lane
Frisco, TX 75033

LICENSEE:

X _____
By: