

# Module Application



Date: \_\_\_\_\_  
Business Name: \_\_\_\_\_  
Attn (Owner): \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Fax: \_\_\_\_\_ Website: \_\_\_\_\_

	Yes	No		
Building Material Good Condition			Number of Cust. Parking	_____
Busy Intersection/High Visibility Area			Number of Service Bays	_____
Fully Branded Shop (NAPA, etc.)			Number of Technicians	_____
Customer Waiting Area			Number of Service Writers	_____
Customer Washroom			Current Hours of Operation:	
Customer Coffee Corner			Monday - Friday	_____
Do you currently have a franchise agreement			Saturday:	_____
Parts Supplier/Distributor:			Limitation for Signage (Street):	_____
_____			_____	
_____			_____	

Which of the following statements most accurately describes your facility?

- All Makes/All Models Workshop
- Specializes in European
- Specializes in Domestic
- Specializes in Asian
- Special Brand Focus: \_\_\_\_\_

Review Score: Yelp, BBB and/or Google

**Technician Training:**

# Hours of Training Per Tech \_\_\_\_\_

# of Techs ASE Master Certified \_\_\_\_\_

Approx. Monthly Bosch Parts Purchases \$

Technical Info/Parts ID Services used (check all that apply):

- Mitchell
- ALLDATA
- None
- Other: \_\_\_\_\_

**We may also require the following:**

Pictures of your facilities including an overall view from the front, reception area, storage, service area

Initial: \_\_\_\_\_

Module #:

# BOSCH

## Authorized Bosch Module (BM) Agreement

This Agreement is made between Robert Bosch LLC ("Bosch") and

\_\_\_\_\_ ("Module")

which hereby agree to do business with one another on the following terms:

### 1. Appointment.

- A. Module accepts appointment as Bosch Authorized Module (BM) to provide general on-vehicle service and maintenance for the following systems (the "Systems") pursuant to this Agreement:

#### Engine Management Systems

- B. Module is authorized to provide maintenance service on Systems from the following location only (the "Location"):

Street Address \_\_\_\_\_

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

Phone Number \_\_\_\_\_

Area Code/Fax Number \_\_\_\_\_

E-Mail \_\_\_\_\_

Web Site Address \_\_\_\_\_

- C. To qualify as a Bosch Authorized Module, Module represents that it meets, and agrees to continue to meet throughout the term of this Agreement, the following qualifications:

- i) provide a clean and professional environment
- ii) have the expertise to provide on-vehicle service, maintenance and repair on domestic and/or import vehicles

- D. Bosch or its affiliate owns all rights to the Bosch® name and related names and marks (as Bosch may periodically modify them, the "Marks") and Bosch grants Module the right to use the Marks according to the terms of this Agreement. Module's use of the Marks shall inure to Bosch's exclusive benefit. Bosch reserves all rights to use, and authorize others to use, the Marks for any purpose.

### 2. Module's Operational Obligations. Module agrees at its expense to

- A. Use its best efforts in promoting the sale of the branded products that Bosch periodically specifies ("BOSCH Products") and use BOSCH Products, when available, in performing service on any System.

- B. Participate in the extra loyalty program enabling the Module to earn reward dollars based on the value of reported purchases from participating suppliers in the program.

Bosch may periodically add to, remove and otherwise modify the Program, including by changing Program eligibility and other conditions.

- C. Provide proper service and diagnosis for the Systems in accordance with the Standards. Module may also offer other automotive services (other than servicing the Systems) and automotive service-related products (other than BOSCH Products) from the Location, but Module may not use the Marks to promote those other services and products and must maintain the minimum quality standards that Bosch periodically specifies in connection with those other services and products.

Initial:

- D. Provide and maintain at all times a staff of qualified personnel and properly trained and certified technicians for on-vehicle service, diagnosis and repair of the Systems, and otherwise meeting the Standards for services provided at the Location. For automotive systems, Module shall:
- i) Complete at least 20 hours of Bosch training or its industry equivalent each calendar year during the term of this Agreement. Module shall seek the prior written approval of the Bosch District Service Manager for any non-Bosch training class intended to meet the requirements of this Section. Current criteria for evaluating non-Bosch training classes is available at [www.boschtechinfo.com](http://www.boschtechinfo.com);
  - ii) Maintain up-to-date diagnostic equipment and software for proper on-vehicle service, diagnosis and repair.
- E. Operate the Location in compliance with all applicable laws, rules, regulations and orders.
- F. Not use the Marks or any other trade name or trademark of Bosch or its affiliated companies, except as authorized by Bosch according to this Agreement in connection with the promotion, sale or service of BOSCH Products and Systems, and not alter, remove or obliterate any statements of origin, labels, names or other markings on any BOSCH Product or its packaging.
- G. Not represent itself as an agent or a legal representative of Bosch and not obligate or bind Bosch in any way.
- H. Obtain and maintain general liability insurance insuring Module against all liabilities arising from or related to the sale, service and diagnosis of the BOSCH Products and Systems (and all parts and components thereof) or any other activity by Module and its agents, representatives, and employees, with policy limits of at least one million dollars (\$1,000,000) per incident or such other requirements as are set forth in the Manual. Module further agrees to provide Bosch with a certificate listing Bosch as an additional insured with respect to such insurance upon execution of this Agreement. Such policies shall provide that they may not be cancelled nor renewed except upon thirty (30) days' prior written notice to Bosch.
3. **BOSCH Product Purchases and Fees and Payments.** Module agrees to purchase its inventory of authorized BOSCH Products only from authorized distributors and otherwise according to the Standards. In order to establish the baseline expectations for the relationship, the parties have established a "Minimum Purchase Threshold" of BOSCH Product inventory purchases of \$5,000 per agreement year. Bosch and Module agree that the Minimum Purchase Threshold reflects a reasonable level of BOSCH Product inventory. Failure to satisfy the Minimum Purchase Threshold may result in termination of this Agreement, but under no circumstances will Module be charged any fees as a result of the failure. Except for paying a bona fide wholesale price for BOSCH Products that Module acquires from authorized distributors, and except as otherwise expressly set forth in this Agreement, during the term of this Agreement, Module shall not pay Bosch or its affiliates any fees or other amounts in connection with the business that Module conducts under this Agreement.
4. **Third Party Products and Services.** Bosch may, from time to time, provide Module with information on third party products and services for use by or sale from the Location. Module acknowledges and agrees that such third party products and services are not provided by Bosch or its affiliates, and any agreements pertaining to such third party products and services are between Module and the respective third party only. Module releases Bosch from any and all liability, and waives all claims against Bosch, related to or arising out of such third party products and services.
5. **Term.** This Agreement shall become effective on the last date of signature set forth below and, unless earlier terminated as provided below, shall continue for one (1) year after that date. This Agreement shall be automatically renewed for additional one (1)-year periods unless either party delivers written notice of non-renewal to the other before the then current term expires.
6. **Termination.**
- A. This Agreement may be terminated at any time by Bosch, with or without cause, upon ninety (90) days' prior written notice to Module.
  - B. This Agreement may be terminated at any time by Bosch upon fifteen (15) days' prior written notice to Module in the event Module fails to comply with any provision in this Agreement, which failure Module shall have no right to cure.
  - C. Module shall be deemed to be in default under this Agreement, and all rights granted to Module pursuant to this Agreement shall terminate immediately, if:
    - i) Module's repair business has a change of ownership or location, or Module assigns or attempts to assign any of its rights or obligations under this Agreement or the Location;
    - ii) Module becomes insolvent or files a petition under any bankruptcy, reorganization, or insolvency law, any involuntary petition under bankruptcy law is filed against Module, or any receiver or trustee is appointed to take possession of any property of Module;
    - iii) Module fails to actively operate the business in accordance with this Agreement and the Standards for any period of seven (7) consecutive days; or

Module

Initial:

- iv) Bosch determines, in its sole judgment, that any of Module's owners or management has engaged in any dishonest, unethical or illegal conduct that relates directly or indirectly to the operation of the business under this Agreement.
- D. Upon expiration or termination of this Agreement, Module shall immediately (i) return to Bosch the Bosch Module signs; any other materials bearing any of the Marks, and any other Bosch property in the possession of Module; (ii) stop all uses of the Marks on Module's website, marketing and promotional materials, or otherwise at the location; and (iii) stop referring to Module, the location or its products or services as currently or formerly associated with the Bosch Module system.
7. **Confidentiality.** Module acknowledges that, during the term of this Agreement, it may receive or obtain information that is confidential and proprietary to Bosch ("Confidential Information"). As such, Module agrees that it will prevent the disclosure of Confidential Information to others and use such Confidential Information only for the purpose of this Agreement. No license, express or implied, in the Confidential Information or any other proprietary right relating thereto is granted by Bosch, except the right to use certain Confidential Operation to operate the Location according to this Agreement. Module shall have no right whatsoever to reduce any Confidential Information to use or practice or to manufacture products which embody or are derived from such information.
8. **Indemnification and Limitation of Liability.** Module agrees to indemnify, defend and hold harmless Bosch, its affiliates, and its and their respective owners, employees, representatives, successors and assignees against, and to reimburse them for, all claims, demands, losses and expenses directly or indirectly arising out of or relating to the business that Module conducts under this Agreement. Bosch may (at its option) elect to control the defense of any such claims against it or the other indemnified parties at Module's expense. EXCEPT IF AND TO THE EXTENT PROVIDED FOR IN THIS AGREEMENT, BOSCH SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING HEREUNDER, WHETHER THE CLAIMS BE IN CONTRACT OR TORT, INCLUDING NEGLIGENCE OR STRICT LIABILITY. MODULE'S SOLE REMEDY FOR ANY BREACH OF WARRANTY SHALL BE THE REMEDIES SET FORTH ON BOSCH'S STANDARD LIMITED WARRANTY FOR THE PRODUCTS.
9. **Choice of Law and Forum.** This Agreement and all claims and disputes arising out of or relating to this Agreement or the relationship of the parties shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its choice of law rules. By execution of this Agreement, the parties hereto (a) agree that any legal action or other proceeding arising out of or relating to this Agreement or the relationship of the parties shall be brought exclusively in the state or federal courts in Cook County, Illinois, (b) consent to the jurisdiction of such courts and waive any objection to such venue, (c) consent to service of process by mail for purpose of instituting legal proceedings, and (d) agree that the provision was separately negotiated and material to this Agreement. Notwithstanding the foregoing, Bosch may bring an action for temporary or preliminary injunctive relief in any court in the jurisdiction where Module's facility is located.
10. **Other Terms.** This Agreement contains the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes all other written and oral agreements, representations and negotiations between the parties. Subject to Bosch's right to modify the Manual, Programs and Standards from time to time, any alterations, variations, modifications or waivers of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by the parties. The terms of this Section shall not be deemed to have been waived by oral agreement, course of performance or by any other means other than a written agreement expressly providing for such waiver. Any policies that Bosch adopts and implements from time to time to guide Bosch in its decision-making are subject to change, are not a part of this Agreement and are not binding on Bosch. All of Bosch's and Service Provider's rights and remedies under this Agreement are cumulative. If any provisions of this Agreement are declared to be invalid, such provisions shall be severed from this Agreement and the other provisions shall remain in full force and effect. A waiver of a breach or default under this Agreement shall not be deemed to be a waiver of any subsequent breach or default. The rights and obligations set forth herein which by their nature are intended to survive the expiration or termination of this Agreement shall so survive. Neither this Agreement nor any rights and obligations under this Agreement may be assigned without the prior written consent of the other party, which consent shall not be unreasonably withheld. Assignments due to a corporate reorganization shall not be deemed to be assignment hereunder.
11. **Class Action/Jury Trial Waiver.** Bosch and Module waive all rights to bring any action or other proceeding arising out of or relating to this Agreement or the relationship of the parties as a class action or otherwise on a group basis, and agree that any such action or proceeding shall include only Bosch and Module and may not be consolidated with any action or proceeding involving any other person or entity. BOSCH AND MODULE IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY EITHER OF THEM.
12. **Effective Date.** This Agreement is effective on the date the second Bosch signatory executes this Agreement.

Module

Initial:

**Module**

**Robert Bosch LLC**

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Signature

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Signature

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Print Name

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Print Name

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Title

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Title

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Date

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Date

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Signature

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Signature

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Print Name

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Print Name

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Module