

ACDelco

RSSP

RETAIL SERVICE SUPPORT PROGRAM

# OWNERSHIP CHANGE FORM

**MONTHLY DEADLINE: 25<sup>TH</sup>\***



## CONFIRM SHOP NAME

**BUSINESS NAME:**

**BUSINESS NAME CHANGE?** Please confirm if the business name is changing with the ownership change.

- YES** The business name provided above is the NEW name and we are requesting a business name change on the ACDelco membership with the ownership change. *Note - If this option is not checked and the business name provided above is different than the existing membership, no updates will be made to the business name. We require authorization for a business name update.*
- NO** The business name has not changed with the ownership change.

## BUSINESS INFORMATION

<b>ACDelco ACCOUNT CODE:</b>	<b>SPONSORING DISTRIBUTOR NAME AND CODE:</b>
<b>PREVIOUS OWNER FULL NAME:</b>	<b>NEW OWNER FULL NAME:</b>
<b>BUSINESS ADDRESS:</b>	<b>BUSINESS EMAIL:</b>
<b>BUSINESS PHONE NUMBER:</b>	<b>PRIMARY CONTACT NAME (IF DIFFERENT THAN OWNER):</b>
<b>WEB SITE ADDRESS:</b>	<b>COMPANY FACEBOOK PAGE:</b>

## TRAINING WEB SITE ACCESS

Please list all technician names that should receive access to the training website. an email is required for the training website.

**LIST (FULL NAME AND EMAIL ADDRESS) OF AUTHORIZED ACDelco TRAINING WEBSITE USERS**

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*ACDelco reserves the right to change, add or delete Program Rules, redemption options and any related material at any time.*



## TERMS AND CONDITIONS

1. Membership in the ACDelco Retail Service Support Program (the "Program") is subject to the ACDelco RSSP Guidelines (the "Guidelines") as they may be amended from time to time by General Motors Canada Company ("GM Canada" or "ACDelco"). The current version of the Guidelines are attached hereto. These terms and conditions are referred to herein as the "Agreement".
2. Without limiting the generality of section 1 above:
  - o The Guidelines set out the current Program structure and benefits;
  - o ISC must continue to satisfy the Program eligibility requirements;
3. During the term of its enrolment in the Program, ISC is licensed to use the ACDelco trade-mark ("the Mark") in connection with the conduct of its related automotive service operations at the location specified on the first page of this RSSP Registration Form provided that:
  - o ISC adheres to the standards governing the quality of products and services provided in association with the Mark that are set from time to time by the owner of the Mark, and communicated to ISC by ACDelco;
  - o ISC may use the Mark only in the form and manner, and only with the appropriate legends, prescribed from time to time by the owner of the Mark, and communicated to ISC by ACDelco;
  - o ISC does nothing to jeopardize the validity of the Mark or the goodwill attaching hereto;
  - o ISC uses the Mark only in association with products and services covered by the Canadian trade-mark registration for the Mark, as the case may be, and where the registration for the Mark covers products, ISC may use the Mark only in association with products purchased directly or indirectly from ACDelco in and for use and sale in Canada;
  - o ISC shall not use the Mark or any other trade-mark of General Motors LLC or any of its subsidiaries or affiliates (collectively "General Motors"), or any part thereof, without the prior written consent of General Motors or its designee;
  - o ISC shall have no right to initiate or prosecute any legal actions or other proceedings, of any nature, involving the Mark; only General Motors and/or GM Canada shall have such right;
  - o Upon termination of this Agreement for any reason, ISC shall immediately cease any and all use of the Mark hereunder and shall discontinue the provision of products and services in association with the Mark and shall return to ACDelco all materials bearing the Mark;
4. ISC further agrees to immediately discontinue the use of the Mark and the "Retail Service Support Program" and "RSSP" names upon the written request of ACDelco.
5. ACDelco reserves the right to change, modify, reject application or cancel membership to the Program at any time for any reason without notice. In addition, ACDelco shall have the right to terminate ISC's membership in the Program in the event of ISC's breach of any of these Terms and Conditions or the then current Program Guidelines.
6. **By clicking the check box here  ISC represents and warrants that the above mentioned business is not currently operating under or in affiliation with a General Motors Dealership.**
7. ISC will defend and indemnify and hold GM Canada harmless from any loss, damage, liability, claim, demand, suit and expense (including legal fees) which may be incurred by GM Canada or its officers, directors, affiliates, subsidiaries, parent companies, employees or agents as the result of or in connection with ISC's operation of its automotive service operations or a breach of ISC's obligations or representations under this Agreement or the Guidelines.
8. This Agreement shall be governed by and construed and enforced in accordance with the laws of the province in which the ISC has its principal place of business.
9. The provisions of this Agreement and the Guidelines are severable, and if any part is found to be unenforceable, the enforceability of the remaining provisions shall remain fully valid and enforceable.
10. This Agreement and the Guidelines (as amended from time to time by ACDelco) constitutes the entire agreement between ISC and ACDelco with respect to the Program. The provisions of this Agreement supersede all prior and contemporaneous agreements, communications, representations, and understandings of the parties relating to the subject matter hereof.

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**MONTHLY DEADLINE: 25<sup>TH</sup>\***



11. All notices given under this Agreement shall be delivered in writing by facsimile or by reputable overnight courier addressed to the other party at the addresses appearing on the first page of this Agreement or such other address as a party may designate in writing to the other party hereto. Notice shall be deemed given upon receipt.
12. ISC may not assign its rights or obligations under this Agreement, either in whole or in part, without the prior written consent of ACDelco.
13. The parties acknowledge that ISC is and shall remain an independent contractor, and its personnel are not employees or agents of ACDelco for any purposes assumes responsibility for the acts of its employees and agents.
14. Your privacy is important to General Motors of Canada Company ("GM" or "we" or "our") as is your trust in GM's products and services. We want you to know that the information you share with us will be treated with care. Our [Privacy Policy](#) describes how we collect, use and share your personal information, including information we obtain from our independent dealers in Canada as well as through your use of our Canadian websites, products and services.
15. By providing your contact information with your registration, you consent that ACDelco can contact you with program and promotion marketing communications. If you do not want to receive marketing communications from us, please visit our [marketing opt-out form](#). This will allow you to opt out of communications. You can also call 1-800-263-3526 to opt out of direct mail and email communications or to change previously submitted opt-out preferences.

<b>ACDelco REPRESENTATIVE SIGNATURE:</b>	<b>DATE (DD/MM/YYYY):</b>
<b>SPONSORING DISTRIBUTOR SIGNATURE:</b>	<b>DATE (DD/MM/YYYY):</b>
<b>NEW SHOP OWNER SIGNATURE:</b>	<b>DATE (DD/MM/YYYY):</b>
<b>SUBMITTED BY:</b>	<b>DATE (DD/MM/YYYY):</b>

Complete form and email to: [support@acdelcoinline.com](mailto:support@acdelcoinline.com)

To automatically send a saved form, click the submit button and select Outlook (the default) or add your email convention.

*\*Form must be submitted and approved by the ACDelco representative by the 25th for the update to take effect within the same month. We cannot guarantee any adjustments submitted past the monthly deadline.*

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