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# THE VENTURE BUSINESS MANUAL

**AVOID BEING ROAD KILL**

Bradley L. Bartz

2018

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## Table of Contents

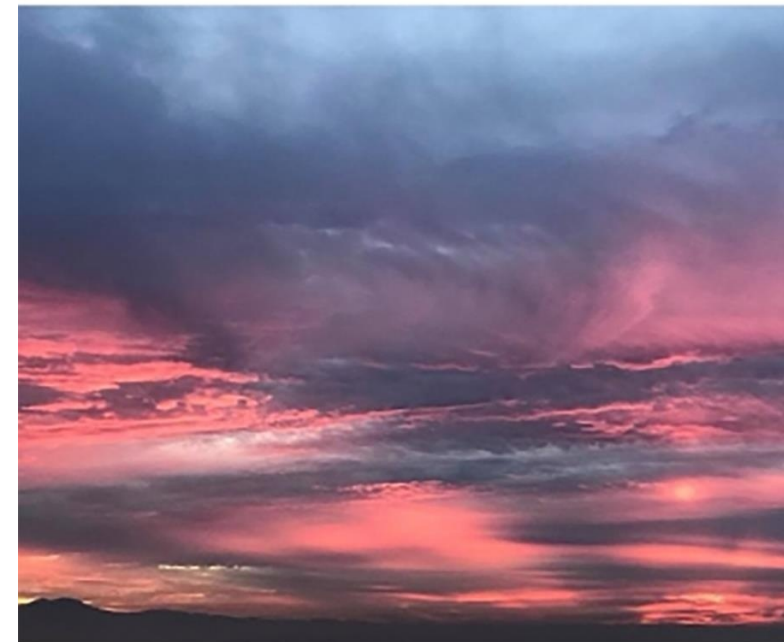
Introduction	P. 5
1. The Cold Call	P. 11
2. Real Cold Call Stories	P. 15
3. Basic Admin: Banks Resell License, etc.	P. 26
4. Business Name - if you must spell it, it sucks	P. 29
5. Food, Shelter and Appropriate Attire	P. 31
6. How do I Keep Going?	P. 35
7. The Six Minute Man - Your Lawyer	P. 39
8. Compliance is a Two-Way Street	P. 41
9. Websites, SEO and Such	P. 54
10. CRM and Office Automation	P. 67
11. Writing a Business Plan	P. 79
12. If You Do It Yourself, Go Get a Job	P. 85
13. How to Pick a Business to Start?	P. 83
14. The First Step	P. 88
15. Surround the Space	P. 89
16. Don't Cheat	P. 97
17. Don't Negotiate	P. 99
18. Education on Your Niche	P. 101
19. The Rules of the Telephone	P. 103
20. Customer Service Rules	P. 105
21. Networking, Trade Shows and Follow-up	P. 108
22. Don't Sell More Than You Can Deliver: Amy	P. 112
23. Partners, Collaborators, Fans and Referrals	P. 115
24. 50 Mistakes Before 50 - Own Up - Grow Up	P. 118
25. The Soft Sale - Longevity Depends On This.	P. 121
26. Key Resources: Will, Testament and Continuity	P. 124
27. The Labor Board - When Employees Cheat	P. 156
28. The Close (Always Be Closing ??)	P. 181
The Author: About Bradley Lawrence Bartz	P. 183

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# **THE VENTURE BUSINESS MANUAL**

## **AVOID BEING ROAD KILL**

**BRADLEY L. BARTZ**



## DEDICATION

To the love of my life, Tomoko.

To my children. You have captured my spirt, heart and every breathe.

My ventures belong to you. This is your user manual.

The passwords are in the back of the book.

I love you!

Daddio

## Introduction

There are two types of people. Entrepreneurs and everyone else.

This is a manual for those in business, not those thinking about, dreaming about, and, by gosh, talking about being in business. The difference in the reader is profound. The wannabe is just looking for outside validation to make their "decision" to be in business okay.

It is not okay. No sane person would choose to be an entrepreneur. The purposeful choice of "trial by fire" is not logical. Keep your day job and stay away. Look at the pictures on your desk. Stare at your PC and stay put.

My editor says I am supposed to say something nice here. Like, oh gee if you really want to... Bullshit. If you still want to be an entrepreneur after reading this book, then it might be ok. Otherwise use this book to understand that your cubicle is a safe place. If you don't know how to drive the road is safer without you.

I've given myself six weeks to write this book. I am 50 now and in six weeks I'll be 51. The Venture Business Manual contains the reflections of a real-life serial entrepreneur (actually, I am a serial delegator) that can claim 43 years of venture business activity.

You might be wondering why you should keep reading this book. You don't know who I am, and you're probably wondering what kind of value I can provide an entrepreneur like yourself. These are good questions, so let me answer them for you with a short recap of my various successes and spectacular failures so you can develop a screenshot image of who I am:

I have raised millions from New York Hedge funds and accredited investors.

I've built an email service just shy of 1 million Japanese users by 2004 that grew of a BBS circa 1990.

I got little old ladies to give me returnable bottles, so I can buy a pony when I was 7. Dad challenged me to pay half. I did it in two weeks.

I climbed and cut palm trees 60 feet in the air in exchange for my college tuition and a free year of golf.

I got blacklisted by the Japanese government in 1996 and survived that, even getting an apology from the Prime Minister's Office in 2004. I was also pardoned by the Japanese Emperor, which begs some questions!

I've been in solar since 2000 and I've been making profit since year 1. (Not a big profit as I keep investing back into my business.) My firm has no debt and is set up so no one can take my lunch.

You will learn how to protect your equity in this book.

I can spot trends and I can sell them.

Now that you know you're not talking to some hopeful entrepreneur looking to make a buck, let's get into the meat and potatoes of what this book is all about.

Relentless is the keyword for success in venture business. You can choose any business and make your living. If you are thinking about it, then it has a market niche and you can play to that market. Anything.

Got an idea? You can sell it with this Venture Business Manual by being relentless.

Furthermore, all business has one thing in common: a Customer. This book is focused on the customer interactions and the process that must happen to move from prospect, to pending, to sold, to done.

The Venture Business Manual has three pillars:

1. Sales
2. Delivery
3. Administration

This is the order that I like. SDA. I'll be using these terms throughout the manual. 2 and 3 are "easy". 1 is the game. Sales, Delivery and Administration form the foundation of any business of any size. This puts the customer at the center, focuses business activities and carries out what is needed first.

Your venture business is all about your client's Pursuit-of-Happiness. This is a heavy responsibility that drives me, and the content of The Venture Business Manual is primarily written to help you focus on delivering promises to customers. Success is only defined by a happy paid-in-full client. Your very survival depends on it.

Part lecture and part reference book, The Venture Business Manual will allow quick use to solve problems and deeper thought for perfecting Sales, Delivery and Administration (SDA).

Use The Venture Business Manual to avoid being road kill. (Watch out in your city of the "Avoid Being Road Kill" tour. This book live will be a kick in the pants.)

Each pillar of Sales, Delivery and Administration has many bricks that are the anchor to your business. In the Sales pillar, I detail strategies around telemarketing, advertising, golden voices and more. Delivery is focused on quality and how to comply and beat regulations. Administration is the third, and hardest pillar to nail down, but it becomes the great relaxer if done correctly.

I love what I do as a venture businessman. I raised 4 million dollars in 1995 for an internet dial-up access business in Japan that is about as hair raising of a story as can be told. Since 2000, my pursuit of happiness has been ABC Solar Incorporated and SDA's role in its birth, youth and continuous search of perfection.



Sales drives everything.

That moment when the client reaches into their wallet and buys is magic. Cha-ching! Getting to that point is a very calculated effort to process leads to fruition. Nurture, Contact, Close.

The Sales Section has potent methodologies that has served me well in building each my businesses since 1979. By the time this book is done I will be able to claim 30 years of Venture Business success and spectacular failures. Failures that contain lessons and led to new adventures. Successes that are the foundation for Revenue for Eternity for my family. RFE.

I coined the phrase: The *Law of Internet Eternity* which states that if you sell something once on the Internet you will sell again.

Life is a circle and so is the sales department. Surround-The-Space in chapter 16 has details about:

- Soft-sell Telemarketing
- Marketing to Competitors
- Online Industry Newsletters
- Industry Events
- Websites
- Speeches and White Papers
- Press Releases
- Marketing to Employees

My experience in Delivery, over the last 30 years, is in training, placement, shipping & handling, online services (servers and websites), consulting reports, retail, export (just longer shipping & handling), and renewable energy construction.

Successful Delivery is the effort to keep promises and the magic of communication while-in-progress to keep clients informed.

Delivery management is the key to your Venture Business. You must educate yourself and your sales team on what your company

can deliver. In order to be successful, you need to find your first client, deliver and repeat.

In order to feel great about it again and again you have to deliver on the promise that you sold them in the first place.

Moreover, Delivery relies on effective timing of purchasing and availability of resources for your team to execute. Your business must establish your supply chain prior to selling your promise.

Administration is not just the Third Pillar of your business, but it also keeps all processes in its responsibility. The new among us will spend too much time on Administration on their first business. Each founding document will be framed and put on the wall. So nice. But a huge waste of time and a very dangerous waste of time.

Why? Because your first efforts have to be on being able to sell your solution. Your Administrative actions will be driven by the growth of the business. It does add some stress when you have to quickly get your books up to standard, but once done your operations take on a mature feeling.

This book is entrepreneurial reflections with the clear goal of creating The Venture Business Manual to be usable.

Long ago, my dad said, "Brad I don't know why you are asking for advice. You are going to do what you want to do anyway."

I answered, "True, I will make my decision, but I seek all points of information, so I can to make that decision better."

Write down your business plan. Write down your thoughts. And know this. If you plan your business right, you can survive the rollercoaster and be the exception to the rule.

Always remember: Sales, Delivery and Administration is your structure. Each works with the other to make your dreams and the promises you give your clients come true.

Thank you and good luck out there!

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## Chapter 1 - The Cold Call

A telephone conversation is a meandering path that sometimes follows the goals of the original call.

All sales and marketing is about getting in the path of the buyer as he is making the buying decision. It's those lucky moments that make the cold call the most powerful tool in business. When you hear, "I am glad you called," your blood starts pumping.

All sales and marketing can be defined in one word: Statistics.

Making that first cold call is stressful and it intimidates so many.

It should.

Be scared, pull out your check book and hire me instead.

Hold on. This book is going to take the stress right out of cold calling for you. (sly grin, "I doubt it," said the little guy on my left shoulder.") My job in this book is burn the word **Statistics** into your every sales and marketing thought.

The following effective strategies are not in a particular order. Each tool or effort are used in concert on every cold call. They will become second nature if you practice, and, when it does, you will become a sales weapon.

### The Seven Faces

Take out a piece of paper and, on the left-hand side, draw 7 faces ranging from friendly to angry. Draw a vertical line to the right of the faces. Under each face draw a horizontal line to the edge. Title the page "The Seven Faces". Grab a clipboard and keep this by your telephone.

In the first 3 seconds put a checkmark by the type of face you hear on the phone. That's it. Do this for every phone conversation

## The Seven Faces

Face 1: The Grin



Face 2: The Smile



Face 3: The Neutral



Face 4: The Surprised



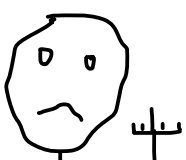
Face 5: The Lonely



Face 6: The Disturbed



Face 7: The Angry



you have. Inbound, outbound. Get in the habit of picking a face to a voice on the other end of the phone.

Why? It's all about focus. The Seven Faces focus your attention to the fact that you are talking to another human. Believe it or not, a real person is attached to the voice on the other end of the line.

Why? It's all about personality matching. My goal is to guide your telephone persona to learn to mimic the personality of the voice.

Mimic without getting caught. Each face you have drawn is your own personality from friendly to angry. You are check marking the voice to moods that all humans have.

The Seven Faces are just a tick on the path to understand your role in the cold call.

## Rate of Speech

Can you learn to match the rate of speech of the voice from the other end? To learn this is vital to your success. You can practice everywhere. Politicians speak at about 30 words per minute. Salesmen can be clocked at 300 wpm. Watch news and count words. Practice yourself with a tape recorder. A 30-second radio commercial typically has 75 words. Practice this one hard. You need to be able to match your rate of speech to the voice.

Our job in the cold call is to create sub-conscious comfort that allows a conversation to take place.

By matching the voice's rate of speech, you show that you are listening. A key trait needed for a sales career is the ability to listen. This Rate of Speech tool focuses your cold call to the human attached to the disembodied voice.

And Brad said, in a \_\_\_\_\_ face, "I am going to stick to the easy cold call tool sets for now." What face would you check for that statement?

So far I have taught you to identify the personality of the voice and to match the rate of speech. Now I will teach you to become the other voice. Are you ready?

I proudly present ...

### The Mirror

Go to Target or a junk shop and buy a mirror that can be mounted at eye level on your desk near your phone. Plain is best. (or, turn this book over for the mirror printed on the back cover!)

This maybe the most powerful tool that will get you into the skin of the voice. It is uncanny what it will do. Within moments your reflection begins to mimic the facial expressions of the voice. Sounds crazy? It's not.

After you practice check marking the seven faces, and your training gets your rate of speech to mimic the voice on the other end, your image in the mirror turns into the voice of the person you're talking to. You will actually start having conversations that are engaging, entertaining and human.

I am not sure you are ready for the next tip. So, I am going to vamp a while and talk about other very important aspects of the cold call. Why? Because the next tool is so powerful it can be abused and if you get caught you will lose the sale.

\*

## Chapter 2: Real Cold Call Stories

Hold on to your seats!

Sometimes Cold Calls are sticky. You remember the words, their tone and your expression of them. I have made close to 100,000 cold-calls in my career so far. Still, a few stick out and for this book they play the role of bringing warmth to the cold call.

My favorite cold call story was hard to choose. I started dialing-for-dollars when I was fourteen years old, selling advertising on a local radio station. A sitcom environment of a blood-bank pitch book and a radio station booth with reel-to-reel tapes spinning.

The pitch books all had a central theme. A blood bank is coming to town and we are hoping you will sponsor with an ad that would sound like this:

"The next blood bank at Peninsula Center is on June 16th. Please come and donate blood and receive a coupon for a free drink with your pizza at Lampost Pizza on Rolling Hills Road."

Every cold call pitch started with a "Hi this is Brad Lee from CVLA a quadrophonic stereo station..." Then I would follow with pages and pages of rebuttals to every version of No you have ever thought of.

The radio station was located at 777 Silver Spur Drive, Rolling Hills Estates, CA. The address is boldly presented in 5' tall sevens on the corner. Very cool place to get my first job. The office was on the 1st floor in the corner back right, and I clearly remember there was a tan door with a curtained window with signage saying CVLA. I digress.

On occasion clients would say "excuse me miss, I am not interested." Then I would promptly change my name to Brenda and start working the pitch book for rebuttals. My voice was not cracked yet at 14. I remember these moments fondly.

My two years with Frank Jolley at CVLA were a daily upgrade in my communication and sales skills. Frank was specifically teaching me to listen to the client, and to ignore all other distractions.

His method was simple: would be aggressive in your free ear and when you moved the handset to the other ear he would move and agitate you until you fluster. I did. I put down the phone and looked up and said, "You're so loud, I can't listen!"

He said, "if you set down the phone again, you're fired."

Those were the early days, and they are some of the fondest in memory. I quickly removed the eraser from my pencil and used that to dial the rotary phone. The radio experience was fun, but does it live up to my best cold call moment? Almost.

When John Logan smiled it put a shudder in my knees and a smile that was wide. John was one of my students of Telemarketing at my non-for-profit company Telemarketing Visions Institute, Inc. Our mission was to teach blind people how to sell on the telephone and get good careers. John was blind and in his mid-forties, and he had the biggest smile that I can remember.

When I gave him his first paycheck, he said, "thank you, Brad. This is my first ever paycheck!" Over the years I learned that John had a long career with telephone sales with great success. To this day I am proud to have taught John telemarketing and the art of the cold call.

Running the not-for-profit TVI during my time at Loyola Marymount University, Los Angeles did not pay the bills. So I had to get a job and obviously I went and got a telemarketing gig.

Fox Communications was in a 11-story tower on Santa Monica Blvd with a suite of just-wide-enough for human cubicles filled with cold-calling telemarketers. Fox dialed for donor dollars on behalf of environmental charities by selling calendars. A large group of applicants were given a briefing about the firm and then

we were handed 10 index cards with a lead each and told to grab a booth.

The script was basic. Say hello. Say great things about the Audubon Society and pitch the calendar. Basically, the Blood Bank pitch I grew up on.

I put down the pitch book and put the phone and index cards neatly on the table in front of me. To the right of the index cards I had a scratch pad and pencil. I was comfortable.

I dialed the first one. Introduced myself and as I always do, took a moment to sincerely ask "how are you.?" The conversation about the goal of the call, e.g. supporting Audubon by buying a cool calendar, was had. I sold it.

Those next to me and the room manager noticed. I smiled.

I dialed and sold the second and third. The room went silent. No one else was dialing. I notice the door open and management humans came in. I never put down the handset. It was glued to my left shoulder.

I go in for number four and nailed it. Now I'm surprised. The room gasped. Not quite yet, but I felt I might be floating in my chair.

Number five was a hit and a miss. Polite, funny conversation, but still a no. The emotion let out by the crowd felt like them saying, "ok, he's just human."

I look up, scan the room with a smile and turn, dial and speak. I closed 6 and 7. The feeling is electric, and the eyes of the room are big, wide and curious. The manager of that group of applicants did have a twinkle of fear in his eyes.

6 out of 7 and I have three index cards to go. Gosh, I so want to share my next telemarketing trick with you, but I advise myself to wait.

Oh! wait, a funny detail! Every telemarketer at Fox Communications used the name "Pat Murphy". The reason was so when a client called in and asked for Pat anyone could be the point person. I know more about the early bastards of telemarketing than one should. At least we did not use predictive dialers or computers voices.

Closing a sale releases chemicals in the brain that make you high. I was flying high as a kite by this point. But still my training and professional telephone skills were on display.

I called and closed 8, 9 and the 10th client. I closed 9 out of 10 cold-calls with a room full of witnesses. Not a single conversation followed the script Fox gave me. What the other prospective employees and managers heard was the client voice coming out of me. Every call had a different rate of speech, key words, and with each call I mentally check marked which type of the Seven Faces I was speaking to.

I thought that was a pretty cool telemarketing moment. But, was it my favorite? How would you vote so far? Brenda and a girl's voice without skipping a beat? The generosity of teaching the blind and John's first paycheck at 40? Or wizard works in closing 9 out of 10 at my Fox Communication job interview?

Ok, one more telemarketing and sales story that happened before Fox when I was 18. This story will have three very valuable lessons for Venture Business Survival. My fingers want me to be short and to the point so you can vote on these four telemarketing moments as your favorite. But, my spirit is ordering me to weave teachings to show the impact of one successful cold-call of a deliberate and strategic target can have such impact.

I think that you will have far more than four telemarketing moments as selling eye glasses has a lot of humor about seeing history 20/20.

He whispered, "Don't Move."

The phone room was in the back of the warehouse in what felt like a converted closet. Lou, Stanley and I sat at the three desks with partitions. Stanley at the endcap and Lou and I opposite each other. We were selling prescription eyeglass frames to optical shops across America. Selling glasses to doctors was the territory of the suits, the outdoor salesmen.

The telemarketing effort was scoffed at, "you can't sell glasses unless the doctor holds them," was the common refrain.

Stanley was a human computer. Back in 1983 paper was all we had. He devised a CRM system that worked well. Basically, clients were put in folders and titled A1, A2, A3, etc. On our desks we had a flip-calendar where we would mark our call backs. The two-letter designation meant you could fit dozens of callback references on the calendar pages. This system allowed rapid and professional telemarketing.

Each client also had the "Stanley" form. This was a single-page form that was truly a work of art. I have continued to use this basic and needed sales information registry in new computer programs.

The Stanley had room for name, address, phone, all the standard information needed. It had a large section for notes that allowed timestamping the conversation. Since we always use humor in our phone conversations the Stanley had a joke section so you did not repeat when you tried again.

I practice "Out-of-body sales experiences" so I can watch myself close. This came out of this Hodes Optical phone room.

With Stanley's system we could do 30 cold call conversations in 4 hours. We sold a wide variety of prescription eyeglasses, almost 200 different frames. The outdoor sales manager Roger brought a big briefcase full of frames and the Hodes catalog. His explanations to us were always short shrift as Roger did not believe would could sell glasses over the phone. He was a

spectacular dresser with polished black shoes that were loud when he walked across the floor to our closet.

Lou took me under his wing and started to mold my skills with specific intent. The seven faces I would learn later, but the fucking mirror was the stroke of genius. All three of us would dial manically, create rapport, sent catalogues and created a "milk route". The simple goal, which still holds true today, was to have 300 active clients to service. It took many thousands of cold calls to get to a steady base of clients.

Everyday you would do both. Call what your calendar told you to call, your follow-ups, and make new cold calls. As a team of three we impressed the warehouse staff when orders for Stanley would happen on his day off. Same for would be for all of us. We were a team and would call on each others Calendar calls when one was out. It was easier to close accounts that way! For some reason the clients really liked that we were covering for each other.

Every state in America. That is how I approached my cold calls once I settled in. Methodically I sold prescription eyeglass frames to eye doctors and optical shops in every state in America. The remote locations generated the best conversations. The folks in New York were always in a rush.

This was a great job and we were making sales and money. At 18 I was able to buy a brand new Toyota 4x4 truck and really use it.

I could hear Roger and Mr. Hodes as they walked across the warehouse to our room. We all could that day.

The door swung open and big smiles walked in the doors. Mr. Hodes gushed and beamed that we were doing such a great job. Roger chimed in and actually gave us complements too. As Roger was singing our praises, Mr. Hodes held up a box of 7 horn-rimmed-preppy multi-colored glasses. Mr. Hodes was smiling ear-to-ear as Roger said, "These glasses are named after Mr. Hodes's Daughter Amy. Guys... this is the Amy set."

Roger told us about the frames and he continued excitedly with, "we are going to pay you 2 bucks extra for every frame you sell plus your regular commission."

"Well! All righty!" said Lou.

Let the games begin!

As the door closed behind Roger and Mr. Hodes the three of us looked at each other and promptly removed any non-Amy sales materials from our desks. We went from selling 200 varieties of frames to one. We became an "Amy Army".

It was just after the 4th of July and we were excited.

Propped up on my desk, next to the mirror was a 7 pack of the Amy frames. Hindsight makes me think of Apple iMac colors, but the Amy was long before that.

It's my story, so I'll claim the first Amy sale. Within minutes of Roger and Mr. Hodes leaving our room we were writing business. 2 bucks a frame was a very significant commission, a spiff. We sold them in sets of 7 colors.

The Stanley files were full with leads. Each of us had over 300 "A" or "B" quality leads. We sold over 2,200 Amy frames in a month. We absolutely killed it.

We were so different that outside eyeglass salesmen. They were compelled to show the whole 200+ frame collection. As telemarketers, we had the choice so we sold only the Amy.

We felt like the Three Musketeers in the way our team work and how we would feed off each other's sale.

We heard Roger's shoes coming towards our office. The door opened and instead of the smiles we expected Mr. Hodes was angry and quipped, "How could you? How could you sell so many

Amy frames? We don't have that many." Is voice went from forceful to defeated in seconds.

Roger said some unimportant things.

The door closed and we looked in shock at each other. We sold ourselves out of a job and were on the street shortly thereafter.

Venture Business Survival depends on not selling more than you can deliver.

Unemployment is a state of mind. We picked up the phones and started dialing other eyeglass manufacturers. The three amigos got a new contract to represent and sell Shane & Michael Eyeglasses by telephone. Our reputation at Hodes was known when we called in. They jumped at the chance to work with us.

This was exciting because it was my first airplane ride on business. I was in Los Angeles and at 18 I was alert and in the game. Shane and Michael was up in San Francisco.

We settled into Lou's home and set up our SOHO to start calling optical shops. Lou made the point of repeating, Call the guy that can sell 1,000 for you. I latched on to that and cold called Dr. Yamamoto of Yamamoto Optical in Pomona, CA. All of my telemarketing skills were used in the three conversations needed. One with the secretary, then his assistant and then Dr. Yamamoto.

Every cold call has a pregnant pause after initial introduction as a way to ask permission to continue. Politeness, firmness, a solid golden voice always asks "how are you today?" Take a breath, think about the call like you are talking to your favorite uncle.

A cold call is a weapon of business. It moves you into the playing field. This story is beyond the simple success of the cold call, but the future that has just become open because of the cold call. We are still in a tough battle for my favorite cold call. We have Radio and 9 out 10 at Fox. Blind John and we are thrilled with the

rollercoaster of Amy, but it is Dr. Yamamoto that exceeds all expectations.

I was wearing the same suit that I had on at Shane and Michael in San Francisco, a hand-me-down from my grandfather. A suite much older than I was. Lou and I are driving my Toyota 4x4 pickup to Pomona to meet Dr. Yamamoto, about an hour drive from our Torrance location. The truck was aggressive red and was fun to drive.

Dr. Yamamoto's optical practice seem to take up half a block on a tree lined shopping street in Pomona. A well-lit space is a huge understatement. With all the walls lined in mirrors and thousands of eyeglass frames. Four very attractive optical assistants greeted us warmly and asked us to hang out a bit. we took the chance to see all the eyeglasses they had on display,

I still work with Lou some 30+ years later and we still challenge each other on tones and always fondly remember Dr. Yamamoto.

After a bit of waiting we got waived into Dr. Yamamoto's office. My eyes take a moment to adjust as I settle into the plush red leather "smoking" chair in front of a huge cherry wood desk. The walls lined with legal volumes and the carpet was dark also. Dr. Yamamoto was in his throne in white frock and pencil pocket protector.

This was a moment.

Lou sat to my right and did the open. He then introduced me as boy wonder and I jump in to explain Shane & Michael. Dr. Yamamoto was cordial as I did my presentation.

As a primary goal of a salesman is to get the client to talk so we can listen for needs, I asked Dr. Yamamoto to tell us about his A1 Optical Coop buying group. This was a man who could sell more than 1,000 as A1 had 1,100 members at that time.



His expression went from plain to animated immediately. It was a charged moment that was almost confusing as it started. I would learn later why, but at the time, at 18 in a borrowed suit with a Navy Seal Vietnam War vet and telemarketing savant Lou I was alert. Alert is not strong enough word, I was exhilarated.

Dr. Yamamoto smiled and shared his start-up experience for his Optical Buyers Coop. His tone was subdued with a tinge of great pride.

The optical market was controlled by the manufacturers and a historical distribution network with guys like Roger at Hodes Optical. The buyers were screwed. Dr. Yamamoto explained further that when he opened his second and third location he seized on the AI Optical Coop idea and immediately garnered membership from his peers.

He was a cold caller! But the room went cold when Dr. Yamamoto said, "When I brought this to manufacturers they told me to fuck off."

Lou touched my arm and said, "Don't Move".

Time stopped. I heard my breathing, my heart beat. I froze.

Dr. Yamamoto got real animated as he continued to talk about the manufacturers. As he did, he reached his left arm over to his right said and the volume increased. He then lurched and screamed, "NOW I CUT THEIR FUCKING HEADS OFF," as he jumped up onto his desk and pulled out a samurai sword and swung across the fronts of our faces. All in one movement, like a Chinese acrobat, he sat back down to silence.

I wish I had a picture of the look on my face.

Lou broke the silence with, "We like you..." in a long and southern drawl.

So, that is by far my favorite cold-call. There have been many more, that's what a cold-caller does.

I cold called the VP of Coca-Cola Japan and sold him their first website. Did the same with Budweiser and the top 10 advertisers in the world.

Once you have no fear to pick up the phone all you have to do is have a gumption of product knowledge to get to the close.

Before you can start closing sales you have to open your business.

## Chapter 3: Basic Admin to get a Bank Account, Resell License, etc.

Without a bank account, you are not in business. But, does that mean you must do that first when you start your company?

Yes. It takes a spell to get the paperwork to open a business bank account. In Japan it's near impossible to open a business bank account as a foreigner. After 911 the US also created many more requirements. But no matter, if you can't figure out how to open a bank account you should not be in venture business. Go home and blog about it instead.

I am nice and harsh in certain advice. Banking experiences have deteriorated from my youth. So, I'd like to condition the paragraph above that you can start your business without a bank account, but you won't be able to cash your first sales check until you do. That can create delivery issues as you might take long to open a bank account.

Why not just take checks in your name? Two reasons. One, and most importantly, is your clients will feel more comfortable paying to a company for a product or service. Two, you need to protect yourself too. Having a company allows you to separate personal from business.

When you open a bank account you will also start to get credit cards and credit lines. Be careful. The use of all and any credit has to be revolving and continuing in a business. You cannot build up balances and then just carry them forward. You have to have the discipline to recycle money thru your credit.

Because security at your bank differs on product you use, I think you should establish your debit card and then destroy them. Only use Credit Cards for outside spending transactions. Credit Cards have protections whereas a debit card can drain your bank account with no recourse. Do not carry a debit card with you.

The one exception: accounting staff will want a debit card to be able to make deposits at the ATM. Just make sure they don't get used for purchases. These scanning devices steal data and wreak havoc on your accounts.

Which bank? Any. I think closest to you is best. Wells Fargo and Chase are just tellers that are slowly getting automated out. No real banking relationships get made anymore. Sure they will sell you credit card products all day long. But to be a banker in support of your business? Just don't expect it.

First you have to decide what corporate structure that you want. It can either be a C corp, an LLC or a partnership. I use [www.corporate.com](http://www.corporate.com). They offer a variety of fancy services, but I think those can wait until you know if your business venture is worthy of survival.

For California entrepreneurs, this is very important. You can set up your new corporation in Nevada or Delaware for future "tax" purposes, but you must register in California as a foreign company and pay an annual minimum tax of \$800. That gets paid to the BOE, or the Board of Equalization.

The BOE are the bastards of government and in no way should you consider fucking with them. The BOE are also the folks that will give you a Resell license. This is something you should get to allow for better negotiation when you want to set up vendor relationships.

The key point to avoid in your Resell license is to not overestimate your estimated sales. If you over estimate you must pay taxes on that estimate. Let your company's success determine your payments to BOE. Optimistic protections belong in the garbage can.

So, pick any bank. A banking relationship does not matter for your small business. Well Fargo or Chase, etc simply don't give a damn. There is no romantic client/banker relationship, so don't bother. Your goal with banking is simply to cash checks.

As for other administrative tasks, you'll need a phone carrier. I recommend [www.vonage.com](http://www.vonage.com). Vonage has a feature called - simultaneous dial, where your phone will ring on up to five different numbers at the same time. I particularly like this system to ring a set of numbers and anyone can answer. It allows us to have a human answer our phone. Even if the number on the phone looks like a waste of a phone call, we still answer the phone. Money dials in.

Websites are a key to business survival and have a dedicated chapter in the book. Also Client Management Systems are built in the back-office to run your entire operations.

Details about both are included in this book.

I also include a party trick of being able to register a domain name in real time and go live with content in 5 minutes. Remember, I think a domain name is the perfect form of intellectual property.

For example. [SolarHotTub.com](http://SolarHotTub.com) – I do not particularly worry about others making a competing Solar Hot Tub kit. Branding is everything in protection and a great domain is a great brand.

The website and CRM chapters are so boring. Please skip them. They really are only here as a resource. When servers break, the code written in these chapters will help recover and get your website up and running. Dreadful to read now but a damn diamond of code when you need it.

Again, The Venture Business Manual is a reference guide that does require your participation. I know my copy is dog-eared and all the fill-in-the-blank areas are full. My copy is a corporate treasure.

My copy will be duplicated in the safety deposit box so I can have one copy handy and one in a safe place for me or next of kin.

## **Chapter 4: Your Business Name OR "If you must spell it on the phone it is a loser name"**

Domain Name. I own this site: [www.JPRS.com](http://www.JPRS.com) and I hope you use it to get your domains. The most important thing about a domain name is that you do not have to spell it when you say it on the phone. The same goes for your choice of email. You can also use [www.godaddy.com](http://www.godaddy.com) or the many other domain and website providers.

The cold caller must be efficient in communication. For example, I used to use [Sales@ABCsolar.com](mailto:Sales@ABCsolar.com) and had to spell it out for folks. I switched to [Solar@ABCsolar.com](mailto:Solar@ABCsolar.com) and that simple switch made it fluid.

Get a book on HTML - How to Make Love (oops, I mean Hypertext Markup Language). Learn how to make and edit your own website. A venture man that must rely on others for basics is stuck and often held hostage by vendors.

A business name should NEVER have your last name in it. You can never hire a replacement to take over your family name that won't feel just a bit smaller because of it. It was a simple piece of advice from Terry Matthews, a mentor of mine who started and ran banks.

Terry also drilled into me the phrase of "Never Walk Away From Equity." This is in capitals to strike at its importance. You will be tested on your venture business journey. Your equity is always at stake and you need to know that equity is a part of you. Your equity is your "Line in the Sand."

I know it sounds counter intuitive, but others will ask you to give up equity for so many reasons. If equity was a 100-dollar bill would you just pull it out of your pocket and give it away? No. You would not.

I swear that Terry gets on my shoulder when this decision point happens. Never walk away from equity. No matter what. Not even in death, as I outline in your drafting of your Shareholders Agreement.

Naming your business has cultural implications.

In Japan I did not learn the punch line until after being in business for years. It only takes one chirp to create a sticky meme.

My company name was Internet Access Center KK. (IAC). The Japanese staff would answer the as, "aye ya shee". Which means "strange or fishy". It did bum me out when I learned the meaning. Cultural misunderstandings are forgiven in Japan with bastardized English, but they can be a funny lesson.

I ordered the editor of Tokyo Journal Magazine to put some Japanese on the cover as it might help newsstand sales. Tokyo Journal was the largest English language magazine in Japan in 1996.

The team complied and changed our tagline of "Your City Magazine" to Japanese katakana. Katakana is used to phonetically pronounce foreign words. The new Japanese tagline read: Your Shitty Magazine.

Ooops. I ran downstairs and looked at the magazine team and said, "You got me, but don't do it again."

So, what is your business name?

As you can see above, knowing how your name is defined in a local language is really important. If you think you are going global then pick those few outside markets and test your name ideas against local norms.

## Chapter 5. Food, Shelter and Appropriate Attire

In Japanese one way to say the number 4 is equivalent to "death". So, to me it is interesting that Food, Shelter and Appropriate Attire are featured in this Chapter 4. Pay attention! This chapter can save your life and thereby the chance of your Venture Business Survival.

Heavy huh? You will make bad decisions worse when you are out of food and shelter.

If your business is to survive you must survive. In addition, you must survive with a big smile on your face. In no world does an entrepreneur that looks hungry succeed. You must look and act like each and every sale does not matter.

Put your hand in your pockets and pull them out. If they are empty they are called "Rabbit ears." You will learn many ways to express that lack of coin in your pocket. Bupkiss. It goes on and on.

I can truthfully say that I had less than 100 yen to my name and it was in my pocket when I signed a joint venture agreement with NTT - the largest company in the world at the time. I was so broke that we had to walk from our offices to the NTT building as we did not have enough for train or taxi fare.

Countless times I could not count on having any money to keep going. In reality, no sane person would welcome Rabbit Ears as a sign of courage. It was, but it did indeed take its toll. But, in truth, the victories tasted so much better.

Don't be embarrassed with parents and in-laws when they send you food. Welcome it. A full belly means your business survives. Tomoko's mom used to send us bags of rice. Add some cabbage and you got life.

I got lucky to say the very least. Life has played a magical mystery tour with my very existence. Even writing this book is a great pleasure. The simple nature of expression allows me to formulate plans for my own ventures and next steps.

At the moment, my belly is full, my wife loves me and my kids are the funniest humans I know. Now I can express things that used to scare me. Ready?

Playing businessman seems to be the role of my early years. Wet behind the ears, and some really old hand-me-down suits was my charm. The suits were two inches too short and were a 1940's cut that belonged to my grandfather. If movie screen writers saw my youth they would have claimed me for their Napoleon Dynamite character.

In 1992 my life changed. My son was born with a bilateral-cleft-palette. This is physical deformity that manifests in three upper lips and a hole in the roof of the mouth. In Japanese they literally called it "Three Lips". The drama was accentuated when the doctor left the delivery room and asked grandma what to do. My heart sank.

Life affirms reasons for being in ways that are not understood, but still should not be overlooked. By the time of my son's birth I was deep into the information business the internet. I asked a business partner for information about cleft-palettes and he gave me a floppy disk with 1000 pages of medical journal text about it.

My greenscreen laptop was loaded with Metamorph natural language search and retrieval software. It was this blessed experience that the universe held my hand and said everything was going to be all right. The sense of power of divine intervention pervades my body now as my eyes well up and my body shivers.

Within moments, Metamorph opened the process of cleft-palette repair. I recognized one particular method, the Onizuka Method, that I was terrified of. Our first surgeon visit I brought my laptop

and told the Japanese doctor that I did not approve of the Onizuka Method.

The doctor was shocked. First by even being spoken to and second that I knew so much about cleft palettes. The mystery was Professor Onizuka was our doctor's teacher! And he agreed that he did not and would not be using the Onizuka Method. I was relieved and awaited Brad Jr.'s first surgery in March 1993.

The doctor said it would be one week in the hospital for Brad Jr. and Tomoko. Jay, and the rest of the team, gave me the week off to take care of this. I dropped them off at the hospital, and when I arrived at home, I decided to clean. I needed to fill my time busy while I thought and prayed about my son.

I took all my suits, shirts and ties to the laundromat on the first day. The clerk said come back Thursday. The house was looking great and I was in good spirits with daily visits to hospital. I knew they'd be back soon!

"Do you speak Japanese," asked the clerk at the Daily Yamazaki convenience store at the end of my block in Koganehara, Matsudo, Chiba.

"Yes! (Hai)," I said incredulously. I'd been coming to this store for years and grunting good Japanenglish for years!

Then she went on to say, "The laundromat burned down, and all of your suits went with it too. Can you please give us value as insurance will pay."

Just a few weeks later I find myself buying 4 tailor made suits from Ricky Sarani in Tokyo. Ricky dressed the town. Oh boy, I went from poor venture business man to cuff links!

Jay, my partner, joked that it was hard to burn down the laundromat, but he loved the new suits!

I learned that dress in Tokyo, at that time, made the difference between taking my business out of the garage and not making it at all. The Ricky Sarani suits leveled me up and it was like getting dressed up by others and taught diction.

In 2012 I remember also that suits played a role in being too stuffy. Being in the solar business, suits became lost. I took ABC Solar to Japan to pursue the 50 cents per kWh Feed-in-Tariff that created a 20 year "Solar Bond". Being big money I took the step to suit up again.

On a visit to Hedge Fund money in Tokyo I was in new tailored threads. The money guy could not believe I was in a suit. To my great surprise he actually grabbed my suit by the arm and rubbed the cloth between his fingers. He then commented that it was nice material.

Transportation is a big expense for small business. Any mode of transportation is used to place you in each business situation.

Skateboards? "Almost made them respectable," screamed Joe Jackson on his 1980 hit. Suits, briefcases and skateboards were traded for the two-wheeled razers to get around Tokyo quicker. In my late 20's and geeking out was the bomb. It also saved money.

A penny saved is food in your belly.

In Tokyo I attained rock-star status with our internet company and the many speeches I gave. Most speeches just came with lunch, but sometimes I got paid too. You must eat, sleep and keep your phone and internet connections working. As long as you're connected, you can still win.

## Chapter 6: How Do I Keep Going?

### Where does the drive come from?

This question came after reading the outline of this book. It does require a much deeper understanding of who Brad Bartz is and the power of success and failure in venture business. That is an easy explanation. It's like sex. Sex is great. So ... venture business is great?

I just don't buy that while I am writing it.

Mom has a big part of the drive. From an early age our family went to art shows and watched mom gain patrons. She did not sell the art but would answer question about it. She made herself open and available for clients to appreciate her art without pressure.

She was also not shy in closing the sale.

The magic was watching year after year as Diane cultivated her acre of diamonds of her art clients. The magic of that rubbed off on me more profoundly than my siblings, as far as the sales bug goes. All five of us kids have exploited generously our talents and still are amazed by each other's skill sets.

That provides the foundation for learning the circle of business. Then the reward of goal achievement took me from just a simple 7-year-old to a creative business man.

Papa provided a great home and toys, but if you wanted anything outside of the box you had to buy it yourself. At 7 I asked for a pony which cost \$150 bucks. Dad said if you can give me half the money I'll buy the pony.

Two weeks later my first enterprise paid off and I remember how proud I felt when I handed pops 75 bucks. His look was priceless. In such a short time I convinced Billy to round up returnable bottles from the neighbors and exchange for cash.

A generous plethora of business ventures were pursued up until my first job at 14 years old selling advertising for a local radio station. Including selling candy at the baseball field and even pet rocks.

You are benefitting from some of the training I receive from DJ and owner Frank Jolley way back in 1980. Gary Gaudet and Lou Blanchard also delivered sales training that still impacts my day-to-day. Professor Gordon Patzer and Dr. Fred Kiesner from Loyola Marymount University were actively involved in my business while I was at college.

Patzer was on my board of directors and Dr. Keisner's senior class did a case study on my business. It was, Telemarketing Visions Institute, Inc. A 501 (c)(3) not-for-profit corporation.

Yes, at 19 years old a university was doing a case study on my business. Additional case studies on my ventures were taught at Keio University in Japan and Georgia at Auburn. Those are the ones I know about. I also know former staff wrote about my business and their part in it for their MBA papers.

Entrepreneurs seek advice. The nature of business is about providing a faster than current solution. Solution providers study and get better at it than their clients. I want to say better than their competitors, but competitors deserve much more credit than we like to give.

Still, what makes me tick? I have been in the shower singing about this and still no luck. I walk about and think, gee how is it that I can get told no 99 times to the 1 yes and keep smiling?

I know that I am an actor. For the 3 minutes on the phone or the hour in person, I am on stage and in full bloom. When it's called for. Really, these days I will ask the client what kind of sales experience do that want?

1. The Librarian?
2. The Closer?
3. Coffee and Cookies?

Reader, please do me a favor. Pick up a pen in your right hand. Hold on to it for a few minutes. You can fiddle with it and even write a happy face right here ( ). Otherwise, just hold it.

Now, the story of salesmanship to the professional client is to show off old-school sales tricks of the trade with a chuckle and a smile.

Don't worry. I have not forgotten about the pen you are holding in your right hand. You have had it long enough in that hand that the pen is actually getting warm. Can you feel it?

The pen for a salesman is a very powerful tool.

You can drop the pen now.

Look up and say, "just sign right there." Smile and laugh out loud.

Or, drop the pen and don't say a word. The roleplaying client will pick up the pen. It is a sign that they are ready to be closed. They won't use the pen until instructed. But, once they pick it up, you need to close.

I use the pen for preparation too. I put it in my mouth sideways and bite on it. I then run thru some speaking and singing exercises.

In particular I forcefully enunciate words which is hard as the tip of my tongue hits the pen. This is a wake up tongue exercise that is magic.

Yes, I am taught in the warfare of sales. That is why I look at the Art of War by Sun Tzu to be so important to imagine. My feet are grounded in truth and creativity. My mastery of sales is used for good.

It is my sincere hope that you as the reader will be careful with the sales methods I outline. I hope you can master them, but only to the point of you being a great salesman. Not a dumb ass cheater with circular closes and life-insurance death will happen if you don't buy closes. Yuck.

I am still searching for the simple way to express that I keep making new ventures and keep refining ones I have for the pure sake of creativity. The epiphany moment that then gets processed by all the tools described in this book. That is what I am into.

My wife enjoys the new ideas and encourages them. That is how lucky I am!

Now, one question. Is the pen still in your hand?

Are you reaching for it now?

## **Chapter 7: The Six Minute Man - Your lawyer**

Two key points:

1. Your lawyer will charge you in six-minute segments
2. Your lawyer should invest in your company

The first time you hire a lawyer you will be nervous and excited. It feels like you are a big boy now. Now pull out your checkbook and get ready for your most important lesson. At \$350 an hour your lawyer can not be your friend. But you can learn a lot about a person in 6-minute segments.

Resist the temptation to call or meet your lawyer. Do it in writing. Keep it short. Carefully consider every request you make. Why? Because big lawyer bills will kick your ass.

Use of Lawyers in company setup, charters and contracts

Ok, I will relent here. I will argue that you should only be spending actual money on your venture if you land a client. Particularly if this is your first business. The startup is meant to find its way, the path to what your clients are willing to pay for.

<https://www.incorporate.com/> takes care of the initial steps of setting up a corporation or LLC.

I have narrowed it down to three instances when you should use an attorney in the founding of a venture business.

1. Shareholders agreement
2. Major contract template for product or service we sell
3. Any investment transaction document

Use of Lawyers in fights



Always look for resources before you hire an attorney. If you are in business, you must submit to negotiations to navigate daily life. Being pushed to hire an attorney is a last resort. Always.

But, if you are going to get in a fight, be a bastard and a stone-cold bitch.

I sincerely believe that court is the place where you can get a decision made. At least that is what I am conditioned to believe. However, most disputes get settled at the last hour and the judge gets a day off. The system seems designed to allow judges to avoid making decisions.

Brinksmanship is an underrated art form. The idea that you will stand your position is a key to sales success. As simple as not talking after asking a question to contract negotiations, applying poker play to business can be considered brinksmanship.

## **Chapter 8: Compliance is a two-way street**

Unless your business is, well, non-existent, you must deal with rules, regulations, laws, compliance, certificates, licenses and much more.

These come at you again and again, so you must plan to deal with these adversaries. Only sometimes do governments behave correctly and are partners, not adversaries. When you find these pockets of local cooperation, invest in those markets.

A new venture is like your child. You are emotionally involved in your first businesses. In fact, you get emotionally involved in every business. The longer you have one the more shapes it takes. As leaders, the evolving process is what we push.

Be prepared when that fight with regulation, rules and law lands on your desk. Be aware of the next moments of thought. Slow down for a moment, for when you decide to fight back you must be prepared and committed. A real line in the sand must be drawn and you must stick to it. There can be no compromise on your position. None. You are making a conscience choice to beat your head against the wall.

It can be embarrassing to take up the fight. Denial is the first emotion that will settle in. You'll think: "Really? They won't approve it because of what?" For example, my client was denied Permission To Operate for a Solar PV with Advanced Storage System because it was over 10KW and they could not tell the difference between solar production and battery discharge. Over 6 months, three lawsuits, two petitions and a website at [www.solarrightsact.com](http://www.solarrightsact.com) to fight.

Today I will file a Motion for Expedited Hearing and a Motion for Discovery. I'm not embarrassed any more, I smell victory and a path to make my business easier in the future.

Denial rapidly turns into anger. This is the emotion that fuels your first steps in advocacy. It is important to harbor this emotion at home, but once you are on "stage" you must contain yourself and force yourself to speak slowly and "rationally", even if the situation doesn't seem rational at all.

This stage can be an emotional rollercoaster. In most cases you must work day-in and day-out with the people you are arguing against, and it puts one's decorum on display.

I am going to put a (BBT) mark on the sentences below that describe a Brad Bartz Tool of advocacy. The goal in this writing exercise is to be able to show the "Process of Advocacy" and the overlapping use of tactics and methods. I did not invent the tools, I just have identified process steps that get used again and again.

Ready? This example might not be what you expect.

The Last Free American is a moniker that I claim and seem to have evidence to backup. It is not that I want to break the law, but my actions in business have created rules behind me. Most were logical, like not being able to put paper flyers on car windshields in shopping center parking lots. Some were just vendettas by authorities for my success. That is why I scream at the top of my lungs that I will never walk away from equity. See [www.JPRS.com](http://www.JPRS.com).

My children are the world to me. My businesses are nifty and such, but my kids are an amazing gift. My son Bradley Jr. was born with a bi-lateral cleft palate and suffers from slow learning. He is loving man, 25 years old now. My daughter Marie is just 2 years younger, turning 23 today, January 26, 2018.

In 1999 my daughter was denied entry into Bradley Jr.'s elementary school. She was shipped to a different elementary school. Bradley Jr.'s school was Cornerstone, a parent-participation school in the Palos Verdes Unified School District. Bradley Jr. was "placed" in Cornerstone's special day class for disabled students.

The grand moms at Cornerstone rallied to deny Marie entry into Cornerstone claiming that she does not get sibling status because Bradley Jr. was not really a student at Cornerstone. Years later the same militant moms tried to get all disabled kids removed from Cornerstone and to send them to a different school. So as to make room for more ... abled kids. Fuck me. I stopped those shenanigans too.

To say that I was disgusted is just too shallow of a word. Institutional discrimination. I quickly started to lobby for my children to be together and no response was had. Then I wrote an impassioned letter in September 2000 to the school board. Again, no response, silence.

I told Tomoko, my wife, that I must spend full time hours to fix this. She took over making money for the household. I turned my attention to advocacy and got in deep.

I studied every law, rule and regulation that surround the space of special education in California and its Federal companion laws.

The Brown Act came to my rescue. The Brown Act governs how public meetings must be run. I attended every school board meeting once the discrimination at Cornerstone reared its head. I took notes. Notes on process that lead me to see the meeting behavior of the Palos Verdes Unified School District (PVPUSD) out of compliance with the Brown Act.

The Brown Act section I gravitated towards was the ability of board members to chat about subjects during a school board meeting if that subject is not under vote that meeting. The PVPUSD superintendent had written into and said verbally that board members could not talk except for subjects that are on the agenda.

On December 8, 2000, my birthday, I went to the PVPUSD school board meeting and read a letter stating that their meeting practices

were in violation of the Brown Act. I spent no time talking about my children, so my voice was strong and in command.

12 hours later I got a fax and a phone call saying that my children could go to the same elementary school, Cornerstone. They said, "oh Mr. Bartz we did know you wanted you kids to be together."

Frankly, nothing is worse than an entrenched bureaucracy that defends what is humanly-observable, insane rules.

A few years later the powers at the PVPUSD informed our 3rd grade special needs parents that they are going to moving the entire Special Needs class to another school.

The showdown was a 45-minute meeting. All special needs parents were present and, having agreed beforehand, stated, "we agree only if the entire 3rd grade class is moving to a new school. By this, we mean both the regular and special education 3rd grade classes. We will not move otherwise. Full stop."

The administration staff first put on a smile when I said "we agree . . .", but then their faces went blanche as we demanded the regular 3rd grade class move with our kids. As parents guiding education for our special needs kids, we knew that regular kid interaction, or "mainstreaming", is vital for success for the child. Both populations benefit from mainstreaming.

The debate went on for a bit, but we were clear that we will file a Federal 504 discrimination lawsuit and pursue individual and group action for damages. The PVPUSD staff left the room. Our special needs parents smiled and ate cookies.

The PVPUSD director of special education came back and conceded to our victory and our kids stayed and contributed greatly to Cornerstone.

Our advocacy had a clear purpose, a foundation in law, and a no-compromise position.

BBT1 - 1st Brad Bartz Tool of Advocacy is how the government official does their job, not the specific issue of your client. To understand the playing field of Special Education and Individualized Education Plan (IEP) meetings I volunteered for many families with special needs as an IEP advocate. With every meeting I became more acutely aware of the ruleset that governs my opponents.

In every advocacy fight, the BBT1 rule of Compliance Box applies. This means to put your opponent in their rule box and then visualize ways you can make them violate those rules. If they are late by one day, file a compliance complaint. In a fight, jurisdictional questions will be the most tedious to deal with. They are also ones that can derail your entire fight.

#### The Cheatham Solar Paradox

A pissar in process is when a counter person gives a demand that cannot be met. Unobtainium. In this case the 1st master-metered apartment building in the City of Los Angeles tried to get a permit for a solar grid-tie system. A Solar Photovoltaic System generates electricity from solar panels and is connected to a home electrical system and thereby connects to the local utility grid. This allows extra solar production to be fed to the utility grid.

Reasons for abuse of process by the Los Angeles Department of Building and Safety (LADBS) is they did not believe building owners deserved a solar rebate. Staff, pretending to be elected leaders, are the most dangerous thing to our democracy.

Pay attention to what they (cities/governments) ask you to sign. Los Angeles county had a doozy that I outright said no to. To pull a solar permit they required me to sign an affidavit saying that I attest that I know I am installing solar on a permitted building. Further, if found out later the building is not permitted I would have to pay to take off the solar under the Penalty of Perjury.

In no universe can I attest for another person. It is an illogical request from a lazy bureaucracy.

I refused and arranged a meeting with the powers at be.

At the meeting one of the "leaders" of the LA County Building and Safety said, "don't worry about the perjury line."

I was incredulous and said so. I said in no uncertain terms I would not sign for another person with the penalty of perjury hanging over my head. Never.

Then the chap said, "but other solar companies sign it."

I said, that is them. I am here for the long term. I then followed with AB2188, the California Solar Permit Streamlining Act, which stated that their request is a violation of law and I will file in court.

Rooms get testy at this point.

Then the leader suggested I could take care of this required task at the local county office and would not have sign. BBT: know the law, have your line in the sand ready and do not blink.

At a California Solar Industry Association meeting in December 2017 I mentioned to others that they do not need to sign, and a sigh of relief was heard. Learning that my efforts have made it easier for the next guy is music to my ears.

"This is how we do it", was a phrase from a song in my youth. Also the refrain I hear from those in authority when a state law overrides them. Again with new law AB2188 in my hand I played a year long battle with the City of Manhattan Beach in regards to new rules they did not like. Namely, only one inspection for a solar energy system.

I wrote to them as follows:

Hi David,

I wasn't aware of this, but the City of Manhattan Beach website says you are mayor.

I have been having a very tough time permitting solar projects in MB.

The new law of AB2188 has not been well received by city staff. AB2188 has reduced power of the local building officials and has created a bad riff between my firm and the city office.

The current issue is:

AB2188 states:

65850.5.(i) A city, county, or city and county shall not condition approval for any solar energy system permit on the approval of a solar energy system by an association, as that term is defined in Section 4080 of the Civil Code.

Can you clarify the city's position?

AB2188 keeps the Home Owners Association (HOA) jurisdiction between the owner and the HOA.

I am writing you because I am about to escalate this to the courts and retain my lawyer. Timing is critical for my clients as SCE is changing to Net-Metering 2.0 any day now.

Once I found out that you were the mayor, I calmed down and am taking the effort to write you for support.

Please let me know if you need additional information.

Thanks,

Bradley Bartz  
ABC Solar Inc

Our issues were fixed by the end of the business day. My attorney was impressed. I knew this was only one step in changing the staff and inspectors to respect state law.

But then the same City of Manhattan Beach turned the fire access layout rules upside down! The meeting to announce their new regime was held in the city council chambers - the round room with the power seats in the middle.

Only lasting a year, these new rules were opposite of the rest of the state. The Fire Marshal Tim took the stage and showed fire rescue movies with guys falling through roofs engulfed in flame. One after another.

When he was done I raised my hand and held up a picture of a black lung and said, "this is what I am fighting against."

Tim grinned and scoffed and said, "I knew someone would do that."

When the City of Lancaster California fired SCE and set up their own utility under new Consumer Choice Aggregation laws (CCA), SCE deserved to be let go and I just hope my episode helped in that process.

When you fight for your clients, sometimes, if not all the times, you have think out of the box to surround your opponent. You always have to remember that your client did not break the law by going solar (or buying your product/service).

This case was about being denied Permission to Operate (PTO) from Southern California Edison (SCE) for a 36-panel solar grid-tie system. SCE found the system was too large by 6 solar panels.

SCE told the client they would not get their rebate and would not be allowed to connect to the grid unless they removed 6 panels.

I gave the client the option for me to remove the 6 suspect solar panels and refund the pro-rata amount, or I would fight the SCE. He said, "Go get them".

Words were exchanged with SCE to no avail.

I then called the mayor of the City of Lancaster and asked staff for a copy of the contract between SCE and the city. They were happy to oblige.

By fax the screeching sound brought magic to my eyes. The contract for utilities for the City of Lancaster was with Southern Company, a distant past bankrupt firm. There was no pass-on to a new entity clause.

I informed both SCE and the city of Lancaster of my findings and that a new contract must replace the current agreement as found.

12 hours later from SCE, "Oh Mr. Bartz, we did not realize your client needed 36 panels. You are ok to keep the system as is."

Push the beast from every angle. If they waste your time, and thereby jeopardize your client relationships, then learn to waste 10x more of their time. In the process, learn and document each step.

But, sometimes the authorities are just run amok and need your compliance no matter how you feel. Up to a point.

The City of Glendora takes the cake as bad places to do business, right behind the almighty city of Santa Monica. In our case the client installed a brilliant hybrid solar grid-tie and solar well-pumping system at his 1-square-mile estate on the top the Bluebird way.

The installation presented itself and we designed an array over two 20,000-gallon water tanks that had an open ceiling. A total of 44 Mitsubishi solar panels with 36 to the grid and 8 to a dual-power

solar well pump were installed. The solar pump moved water from a 600' deep well thru 1200' feet of line to fill the tanks.

We completed the work and it was time for inspection. But the inspector fails us as he says we need to install a sprinkler system.

A what!? Over an open patio?

I was so pissed I could not see straight. I drove down to the city and the bigger than me city official said that is what is required. Shit.

I regrouped. And called a friend at a sprinkler company and he said an automatic sprinkler system will not work in an open patio. Not enough heat is generated to trigger the system.

These magical phone calls drive purpose.

The next day I went to the city of Glendora Fire Department and saw a fire planner. I explained, and he pulled out a giant stamp that said no fire mediation required. He dipped it on the red ink pad a few times and slammed it onto my plans with a smile and signed it.

I was thrilled.

I went back to the city of Glendora and saw the huge building official who told me, "no one overrides me. You must install sprinklers."

Fuck me! I then told him that it would be dangerous to install PVC piping as the manufacturer of the automatic sprinkler system said it would not trigger. So at least he let me install galvanized steel pipe.

The next job in the City of Glendora was also hassled on different grounds. This time I called the mayor and said I will file a lawsuit that day. She called back in 30 minutes and released my clients permit.

I made the tall asshole stand down.

The Green Lantern: Advocacy can be a kick in the pants!

In Hermosa Beach, California the city was a bitch to work with. The first nitpicking issue was when they asked me to move the words "PLOT PLAN" to a different part of the same page. When I returned my new plans, I had a new page calculating the carbon, gas and time expensed for moving the words. Many time-consuming issues happened for solar in Hermosa Beach. Frustrating.

I opened an ABC Solar store on Pacific Coast Highway in Hermosa Beach. It was our second store about 10 miles from our Headquarters in Torrance, California. My patron clients were thrilled and arranged a big opening party with all the local politicians and even Congresswoman Jan Harman to cut the "Green Ribbon".

I wrote a press release calling Hermosa Beach my Green Lighthouse.

I gushed on and on about how great the city of Hermosa Beach was and that I could get solar permits over the counter! The local papers ran the story on our opening using my Green Lighthouse tagline for the city.

During the opening ceremony the mayor of Hermosa Beach said to me, "nicely played," in reference to the article.

That made my day.

From then on Hermosa beach became an acceptable place to pull solar permits.

We have not even got thru half the list for this chapter! This is next:

Cirque du Solar

Removed Planning in Torrance

Loopholes can be nooses

PV with ASS

Digging Holes with LA County

Black Vs. Blue

LADBS - Art comes to the rescue

Don't pay me? Bullshit on that

Solar Rights Act

Do a 360 and don't forget

Three Conversations that still haunt me

Risa to Economics Professor

The Last Free American Board Game

The Los Angeles Department of Water and Power does not get a pass in its abuse of solar and its impediments to progress. But, my kudos to the new OTC permit system from the City of Los Angeles. On the Couch! Awesome job guys.

Cirque du Solar was actually a residential solar grid tie system for the owner of Cirque du Soleil at one of his homes in Beverly Hills, California.

Another fine system that was a tough build. The requirement was to not be able to see the solar panels from the pool area but fit the max number of panels. We installed 50 Sunpower panels to 50 Enphase Microinverters.

Then the inspector said nope and failed us because the microinverters used power before the meter to provide monitoring for each solar panel.

It took a year. I filed a Temporary Restraining Order against LADWP that was rejected but got their attention. The system was finally approved and connected as-built.

It is frustrating, but the unrelenting nature of Brad Bartz and ABC Solar is the essence of Venture Business Survival.

Learn how to use compliance as a two-way street.

I had a black t-shirt made. It said:

I AM THE SQUEAKY WHEEL

In big white letters. I'd wear a sports coat over the protest shirt and start the permit process. If it goes south, I take off the coat the the counter staff see my shirt. Usually, a stutter and then approval. Squeeeeeeeeeek!

Dear Readers, Please skip this chapter and the next one. . Both are specifically meant for my kin. I know it will lose you. But in no world is a Wordpress or Squarespace website acceptable. Just accept my advice that you do need to know more about websites as a business owner than you want to.

If you skip this, then again, I think you should stay in the cubicle.

I personally know that I will refer to these two chapters for key code snippets I can use again and again. Again, I apologize for these chapters as most folks will just use Facebook and call it a day.

## Chapter 9: Websites, SEO and such.

### Website Basics:

(Fill out and show to successors who have access to your library.)

Domain name.

JPRS.com - bottom left link - to get a domain name (or other).

#1 rule for a domain name. You can say it once on the telephone and not have to spell it.

Username \_\_\_\_\_

Password \_\_\_\_\_

Server to host website (or use what you like!) I like more control.

<http://www.softlayer.com/>

Control Panel

Username \_\_\_\_\_

Password \_\_\_\_\_ Root \_\_\_\_\_

IP Address \_\_\_\_\_

Website to Access Name \_\_\_\_\_

Command Line to Server 1

Username \_\_\_\_\_

Password \_\_\_\_\_ Root \_\_\_\_\_

IP Address \_\_\_\_\_

Server Name \_\_\_\_\_

Command Line to Server 2

Username \_\_\_\_\_

Password \_\_\_\_\_ Root \_\_\_\_\_

IP Address \_\_\_\_\_

Server Name \_\_\_\_\_

Command Line to Server 3

Username \_\_\_\_\_

IP Address \_\_\_\_\_

Server Name \_\_\_\_\_

Command Line to Server 4

Username \_\_\_\_\_

Password \_\_\_\_\_ Root \_\_\_\_\_

IP Address \_\_\_\_\_

Server Name \_\_\_\_\_

What do you do with a server once you have it?

Set up basic tasks

Nameserver - Bind - on each server one as master - this runs DNS which tells the world which server to find a domain name. A domain to IP address table.

Webserver - Apache - this runs your basic websites that are "Flat File" html. Set up to run many domain names on one server. (I like servers because it's a fixed cost to run as many domain names as I want.)

Email Server - Netwinsite.com - without a doubt a robust and easy to setup email server that can handle multiple domains and has white-list capabilities.

Database Server - Oracle Application Express

The Venture Business Manual is going to be very specific about what you need to have set up to be able to buy a new domain name and have it live on the web in 5 minutes or less.

Start with one server and repeat.

Go to [www.softlayer.com](http://www.softlayer.com) and order a virtual server of a cheap variety. You can upgrade memory, storage and cores later. Write down your account information in The Venture Business Manual.

You need a few tools on your PC or Mac to access the server.

Putty - this is a secure telnet program that allows you to have command line access to your server

WinSCP - this is a secure FTP program that allows you to upload and download files to your server.

Homesite - a web html editor. Other editors ok, even Notepad. The Venture Business Guide teaches access to natural html.

Again, once you set this up you will be able to control this part of your business and never be held hostage.



I am 100% sure that many stories reinforce that being a hostage sucks.

Use your favorite software place or please visit Bartz.com to find downloads for the old school files of Putty, Winscp and Homesite. You can then upgrade if you wish. (I like the old versions...)

Later we will download Oracle Application Express (APEX) and set up a rapid application development system. APEX allows the personal development of process tools for your business. For ABC Solar Incorporated I use APEX as a Solar Business Operating System. The base is a CRM (Customer Relations Management) system that then generates bids, communications and contracts.

LOGIN to you server. It is vital that you always login with account and then "su" (level up) to root.  
Open Putty

Hostname: Put IP Address of your server  
Connection Type: SSH

Saved Sessions: Put Domain Name of your server

Click Save.

Click Open.

This is the command line of a Redhat Linux server in my /home/brad directory. I logged in as 'brad' and then leveled-up to root by typing 'su' and entering my root password.

YUM!

Ok, that is how you will feel when you see your server light up like that. But YUM is a program we need to use now to get a few programs:

yum install bind

And install your webserver with this command:

Yum install apache

Get your email server.

<http://netwinsite.com/> - download "Surgemail" to your PC. Use winscp to upload to your home directory.

Open Winscp

Hostname: \_\_\_\_\_

Username: \_\_\_\_\_

Password: \_\_\_\_\_

Remember Winscp is really like an extension of your PC. On the left is you and the right is the web. You upload by dragging from left to right and download the other way.

RULE: when you update a html file keep the old one. That means do not over write a file unless you have a backup of the original. No exceptions. Index.html becomes index.01142018.html. This allows you to reverse mistakes. More importantly it is a mark in time that comes in use later. Finding old-gems in old websites is easier this way. This is very vital if others are given the keys in the short term while you manage other stuff. Or die.

Winscp will open your server with the left hand side being your PC and the right hand side is your server.

You should land at /home/username  
Where username is you!

Upload the NETWINSITE Surgemail file you downloaded in the last step.

Come on! You can do it!

One you have uploaded NETWINSITE's Surgemail to the server just leave it there. We have other work to do to get your server up and running.

Let's get NAMED.

So far you have used YUM to get bind and httpd. These are two key server programs. Bind is your DNS Nameserver program and Httpd is your apache web server.

Go back to your Putty window.

Vi is a Visual Text Editor. Vital for quick changes and server management (old school baby). A few key lowercase commands

vi is the name of a text editor on the server that allows you to edit text and html files. It is clunky, but you are editing live on the web files so it is instantly powerful.  
ls lists files in a directory  
ll lists files with details in a directory  
cd changes directories. cd /etc  
top tells you what is running on the server and server health  
exit exits  
mount mounting extra hard disks. mount /dev/xvdc1 /d2 &  
mount /dev/xvde /d3 (for this machine.)

Key navigation commands for vi:

i - insert  
a - insert at end of line  
esc - stop editing  
:wq - save editing  
:q! - quit without saving  
k - up  
j - down  
h - left  
l - right  
dd - delete whole line  
x - delete character  
: - go to line number (:9999)  
/ - search

sample sequence

vi named.conf

:9999 (to get to end of file)

Copy last zone entry (highlight is copy)

i - to start editing

Paste zone entry

Esc - to stop editing

Navigate and change line 1 and 4 to new domain name using k, j, l, h and then x to remove, i to start editing, type in new domain, esc to stop editing,

:wq to save and quit file.

cd /etc

ls named.conf -- this is the key file. If it does not exist we need to create it.

Copy this into a new file by typing 'vi named.conf' (if the file exists then this is how you start to edit it.

-----Clip Starts Here for Named File -----

```
// Default named.conf generated by install of bind-9.2.4-2
options {
    directory "/var/named";
    dump-file "/var/named/data/cache_dump.db";
    statistics-file "/var/named/data/named_stats.txt";
    coresize 500M;
    datasize 9M;
    recursion no;
    allow-recursion {YOUR SERER IP/24;};
    allow-transfer {YOUR SERVER IP/24;};
};
```

```

logging {
category lame-servers { null; };
};
#include "/etc/rndc.key";
zone "thelastfreeamerican.com" in {
type master;
allow-query {any; };
file "automated/thelastfreeamerican";
};
-----Clip Ends Here for Named File -----

```

The zone entry is the one you will add again and again for new domains.

```

Vi named.conf
:9999
i
Copy
zone "lastfreeamerican.com" in {
type master;
allow-query {any; };
file "automated/lastfreeamerican";
};
esc
:wq

```

The original domain in our named.conf file was TheLastFreeAmerican.com. We just added LastFreeAmerican.com.

Now. We have to set up files for /etc/named.conf to read! You told it, for example, file "automated/lastfreeamerican"; And you told named.conf to file the file here: directory "/var/named";

```

cd /var/named/automated
vi lastfreeamerican
i
(copy this into the file)

```

```

$ORIGIN .
$TTL 603 ; 10 minutes 3 seconds
lastfreeamerican.com IN SOA ns2.konaman.com.
hostmaster.ns2.konaman.com. (
2011010904 ; serial
10800 ; refresh (3 hours)
3600 ; retry (1 hour)
604800 ; expire (1 week)
603 ; minimum (10 minutes 3 seconds)
)
NS ns2.konaman.com.
NS ns6.konaman.com.
NS ns7.konaman.com.
A 173.193.18.226
MX 5 myjmail.com.

```

```

$ORIGIN lastfreeamerican.com.
www CNAME lastfreeamerican.com.

```

(end paste)  
Esc

NOTE: You need to edit your entries to reflect your domain, IP address, mail server, etc.

```
:wq
```

Repeat later for new domains. Let's get named working first.

To summarize we have edited

```

/etc/named.conf and
/var/named/automated/lastfreeamerican

```

To start and stop named type:

```

/etc/init.d/named start
/etc/init.d/named stop
/etc/init.d/named restart

```

Simple right! Don't worry you will get used to it. Again, this is the ABC's of survival for a venture business. You must never be held hostage to fix or update your website. Nothing worse than talking on the phone with a client who is an old English teacher who points out the meestake. Now you can fix it on the fly.

To check we run a nslookup command to see where the domain is pointed to.

```
[root@ns7 automated]# nslookup lastfreeamerican.com
Server:      10.0.80.11
Address:     10.0.80.11#53
```

```
Non-authoritative answer:
Name:   lastfreeamerican.com
Address: 173.193.18.226
```

Yea!

Ok, that is on the nameserver. Now time to setup the website.

```
cd /etc/httpd/conf
cp httpd.conf httpd.todays_date.conf
vi http.conf
:99999
Copy last entry
i
paste (see next page for content to paste)
```

```
<VirtualHost 108.168.224.98:80>
  ServerAdmin brad@bartz.com
  ServerName roppongigirl.com
  #Indexes and Directory Root
  DocumentRoot "/netra/www/r/o/roppongigirl.com"
  <Directory "/netra/www/r/o/roppongigirl.com">
    Options Indexes Includes FollowsymbLinks
    AllowOverride All
  </Directory>
  # Logfiles
```

```
ErrorLog /netra/www/logs/error.log
CustomLog /netra/www/logs/access.log combined
</VirtualHost>
```

Change "Roppongigirl.com" to lastfreeamerican.com

```
esc
:wq
```

Make the directory that will hold the website. For me the directory base is

/netra/www/first\_letter/second\_letter/domain\_name

```
cd /
mkdir netra
cd netra
mkdir www
cd www
mkdir l
cd l
mkdir a
cd a
mkdir lastfreeamerican.com
cd lastfreeamerican.com
vi index.html
i
type: "Hello World"
esc
:wq
```

Now we have DNS set up and lastfreeamerican.com is pointing to the right server.

We set up HTTPD server to know where to find lastfreeamerican.com files and then created the directories as /netra/www/l/a/lastfreeamerican.com. Our new index.html files says, "Hello World". Now we get to start the webserver and go live!

```
/etc/init.d/httpd start  
/etc/init.d/httpd stop  
/etc/init.d/httpd restart
```

Open a web browser and hit your new website. I just went to [www.LastFreeAmerican.com](http://www.LastFreeAmerican.com) and we are live! Did it say "Hello World"?

Setting permissions so you can use winscp to upload and download to your new website. Remember we set up username and root passwords.

```
cd /netra/www/l/a/  
ll  
chown -R brad lastfreeamerican.com
```

where "brad" is your username. This command "chown" will change ownership to "brad". This way you can log in with winscp with your username. Never login with root. Permissions allows you to support the effort to keep your server secure.

Use putty when you must do setup and quick fixes. Otherwise winscp to upload html and image files. Videos are best hosted on youtube and embedded into your website as simple HTML.

In summary, to be able to edit your phone number on your website at anytime you need to know how and where your website exists. You need a server, a yummy update of bind and httpd, a quick use of vi and some patience.

Finally. A website is an easy construct. Remember it's job is to simply give clients access to your phone number, address and offer. Here is a quick 3 x 2 table structure:

```
<table width=100%>  
<tr><td width=33%><td width=33%><td width=33%>  
<tr><td width=33%><td width=33%><td width=33%>  
<tr><td width=33%><td width=33%><td width=33%>  
</table>
```

The <td> tag is a column. In the <td> tag you will add "valign=top" and bgcolor="green" among other things. The <table> can have a border=1 or bgcolor and other design commands. The <tr> tag is a row.

To add an image  
<img src=http://lastfreeamerican.com/imagename.jpg  
width=100>  
Link: <a href=http://lastfreeamerican.com>Last Free  
American</a>

<br> = line break

<p> = paragraph.

OH SHIT! Did you actually just read that without having a computer window open? You are very brave. So, go back and follow then instructions and improvise where I left parts out. Not intentionally of course, but you need to really learn that your website is your front door. If you don't have the key you have to wait at that front door until your "consultant" shows up. As the song goes, "baby it's cold outside." So learn this.

Of course, this is much easier by using a hosted website. And, I approve of that also. I just request that as an entrepreneur know that your website can cause you great pain and take your lunch if you don't control it. I had an old staff point a website to a porn website on his way out. It was embarrassing to say the least.

JPRS.com is one choice to wysiwyg your website. What you see is what you get. Meaning you can ignore this whole command line chapter.

You will have to learn C-Panel or Plesk. These are names of the web-based tools to manager you website at Go Daddy. Which is where JPRS.com has its affiliate program.

Make sure to write down the passwords, urls and phone numbers for support

Domain Name: \_\_\_\_\_  
Website Provider Admin URL: \_\_\_\_\_  
Provider Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Username: \_\_\_\_\_ Password: \_\_\_\_\_  
Root Password: \_\_\_\_\_ (if needed)

Location of Website files offsite: (name the directory on your PC where you have backup of your website. Also where you have it on a CD/DVD or Memory Stick for physical backup.)

\_\_\_\_\_  
\_\_\_\_\_

HTML - How to Make Love?

Once you get a hang of it, maybe. Nah. HTML means Hyper Text Markup Language. It is the original and still foundation of every website on the planet.

One the servers are set up to run named and httpd they will just run. Maintenance is to watch space and any abuse. The ability to edit your website is a key success factor. Never forget that. Please.

NOTE: Scrap this chapter. There's not enough meat here for anyone to sink their teeth into for use in their own business. There's a ton of technical jargon around solar power, and it's not helpful when considering the title and central topic of this book: The Venture Business Manual.

## Chapter 10: Customer Relationship Management (CRM) and Office Automation

You must have a system for managing your clients in all their forms, from leads to close and those that pass.

I think excel is better than using Salesforce. Why? Because when the chips are down you won't even have money to pay Salesforce, and you will be held hostage.

ABC Solar  
Business Operations Guide 2015  
For Internal Use Only (Bonus for this book!)

Our mission at ABC Solar is to design and build excellent solar energy systems.

This guide is focused on three pillars of our business:

Administration  
Sales  
Delivery

Administration is the day to day operation of the business.  
Sales is sales. Delivery is what we sell.

The key Admin role is to coordinate between sales and delivery with an extreme focus on customer service. Basically, the sales team is the most time consuming and important task for administration. In that, the more organized our sales support efforts the more time your key voice, your salesman can be in front of clients.

Key jobs in ABC Solar administration are:

Purchasing

Marketing & Advertising  
Office Management (cleaning, utilities, equipment, etc.)  
Sales Support (brochures, proposals,  
Computer Systems  
Bookkeeping and Accounting  
Permitting  
Emotional support for team

Sales has a very special place at ABC Solar in that we strongly believe in the 'soft sale' or the focus on our abilities to be solar librarians for our clients. Our sales job is to lead the client in the excitement of solar design and become their solar order taker. Ok, let's not get carried away or be pallbearers to the death of a salesman. Our ABC Solar sales job is 100% hard work in getting our message into the hands of potential clients in our market.

The ABC Solar salesperson has access to the SBOS - Solar Business Operating System to be able to manage each client and the sales process. You have to learn about the solar we sell and you have these responsibilities:

Solar Technology  
Grid-Tie Solar - capturing the Feed-in-Tariff  
Off Grid Solar - batteries and water pumping  
Database and Client Management  
Prospecting  
Closing - ABC - Always Be Closing  
Servicing - long term focus on referrals from clients

The ABC Solar construction and delivery team is the key to our success.

The first role is sales support. The construction team is mandated to make sure the solar salesman is selling what is possible and feasible to build. The roles are further defined as:

Measurement  
Design  
Permitting (in coordination with Administration)

Supply request  
Construction teaming and timing  
Build it  
Inspections  
Turn it on  
Maintenance

Delivery and thereby Construction is the primary job at ABC Solar and as such is the focus of Administration and Sales to be very well versed. ABC Solar has built the SBOS, Solar Business Operating System to allow Administration and Sales to manage each client in relation to solar on their property.

Administration should be really called Doclandia. Each of the following documents have an important role in the overall operations of ABC Solar in any country or language.

The Key Documents for ABC Solar Are:

Bidding Documents  
Residential  
Commercial  
Megasolar  
About ABC Solar Japan KK  
Corporate  
Retail Store  
California  
Sales Contracts  
Supply  
Construction  
Project Contracts  
Invoices  
Progress Payments  
Certification  
Final Payment  
Warranty  
Vendor Contracts  
Supply  
Construction

Affiliate Contracts  
Residential  
Commercial  
Megasolar  
Per Inquiry (PI)  
Employee Contracts  
Probation Period  
Hourly Workers  
Management  
Profit Share Agreement  
Equity Share Agreement  
Health Insurance  
Tax and other admin Agreements  
Company Documents  
Meeting Minutes  
Company Founding Docs  
Banking Docs  
Hankos  
Business Plans  
Franchise Docs  
NDA Sample

SBOS - Solar Business Operating System

ABC Solar Project Manager For EMPLOYEES ONLY

Welcome to ABC Solar Incorporated. This portal is to help you manage your ABC Solar installation.

This site has public and private areas.

The private areas require an email address and password to access. You can login or make a new account by clicking on the "Login" link above.

The primary purpose of this website is to help design your solar system(s), communicate with our team and manage product delivery, installation timing and monitor the interactions with SCE.

#### Contact Information:

Bradley L. Bartz  
President  
ABC Solar Incorporated  
24454 Hawthorne Blvd  
Torrance, CA 90505  
PH: 1-310-373-3169  
FX: 1-310-373-1836  
Email: portal@ABCsolar.com  
CA License #914346

PRIVACY NOTICE: ABC Solar collects information from you for the purpose of managing your solar system installation. The information collected from you is confidential. We do not give or sell your information.

If you have any questions please call us at 1 310 373 3169.

ABC Solar does have an affiliate sales program. Please contact us about solar sales opportunities.

Once you have logged in, the following pages will guide you on how to design a residential solar grid-tie system for each of your prospects. I want to stress that the more prospects you have the more money you have the potential to make. Your SBOS use means our entire ABC Solar administration team can help in the sales process and has access to client data.

The first step in solar sales is to identify how much space is available for a good to great solar installation. The eye is naturally trained to look at the south roof or slope of land. We have learned over the years that different tilts, direction provide energy production and have each has merits.

The SBOS calculator uses the area dimensions to help start your solar design. Find the surface area on the property that most suits solar and enter the dimensions.



1. Height This is the vertical rise on roof available for solar.
  2. Width This is the horizontal run on roof available for solar.
  3. Rebate Choose zero unless certain rebates exist.
  4. Electric Rate This is your average cost per kWh.
  5. GO! Press GO and fine-tune your solar system design.
- The SBOS shows you size potential and production results immediately. You can adjust by choosing a different solar panel, change the base kWh rate, type of installation and approximating the bank loan rate if the system is financed.

Once you are happy with your basic system design you have several "buttons" that you can choose your final proposal from. Before you do that, click on the "Remember" button so your variables are saved.

#### These are the SBOS Proposal Buttons

CP = Commercial Proposal with Tax credit and MACRS depreciation  
 R = Residential Cash Purchase  
 RP = Residential with Cash Purchase compared to PACE 20 year financing  
 N = Non-for-profit/Government Cash Purchase  
 NP = Non-for-profit/Government with Cash Purchase compared to PACE 20 year financing  
 Remember = save your variables specific to each client  
 Contract Draft = This version should be good, unless you have specific changes requested.  
 RT = Residential with just Totals

Please note all final proposals must be approved by ABC Solar management before client presentation.

Now that you have your client's system designed now we must switch gears and get back to selling. One of the key success factors to selling is systems to manage prospects, conversations

and efforts. The SBOS takes care of client relations management. You need to take the time to enter each client and then take the time to keep notes after each encounter. With your consistent efforts the SBOS will have the information and materials needed to transition the data to our ABC Solar Construction team.

The principle rule for sales at ABC Solar is to be truthful in all dealings. In particular we do our best to predict solar generation and production over the expected life of our designed solar systems. The SBOS features datasets from the California Energy Commission and in some cases is cross referenced to 17 years of weather pattern data.

We always must acknowledge to clients that sunshine will vary.

Since 2000 our systems have outperformed our estimates and happy client referrals are our most important asset.

#### The Rules and ABC Solar Process:

Each client must be registered in SBOS at [abcsolar.com](http://abcsolar.com)  
 ABC Solar sales managers need to be notified before site visits  
 Preview the property using Google Earth or Google Maps or Zillow, etc.

Get a copy of the client's electric bill or at least 12 months of kWh/cost data

Use SBOS to design initial client system. Ask for assistance any time.

Save your SBOS design (use the 'Remember' button)  
 Chose and save to pdf or print your proposal.  
 Send your proposal to ABC Solar management for approval before sending to client.  
 Send or take proposal to your client and make a record in SBOS

ABC - Always Be Closing.

What are you selling?

We sell solar panels that when connected in a system make electricity for the client to use. This can be a single panel to many thousands. For example, a typical residential system consists of 16 Solar Panels at 280 watts each connected to a central inverter.

This 4,480 watts is fed into a SMA 3800TL Inverter in two strings of 8 panels. The inverter has a built in disconnect and other features. The inverter is then metered again for selling power to the local utility and connected to a two 15 amp breakers.

NET-METERING - this is the act of connecting self-generated electrical power to a public or private utility grid. In California the major private utilities are PGE, SCE and SDG&E. Public utilities include LADWP and Burbank Water and Power. For some reason the private utilities charge much more than the public utilities, even though they share the same distribution grid and some of the same generating assets.

Oh, wait, one of the primary purchasing motivators is getting rid of the utility company bill. In SCE territory the rates have a documented 5.45% annual escalation average over the last 30 years. The electric bill and its high per kWh rates means high \$ solar production value.

If the average electric rate per kWh is \$0.25 and each solar panel makes 1kWh per day then each solar panel is worth \$0.25 per day. \$91.25 the first year per solar panel. If you install 20 solar panels then you will have \$1,825 a year in solar income. And income that increase 5% a year in SCE territory.

Solar Dollar. You are selling solar dollars. Each and every solar panel you get installed in the sun makes money. How many panels at \$0.25 per kWh to make a dollar a day? How about 1,000,000 dollars?

What are you selling?

Solar Panel Installations consists of three main parts:

- 1) solar panels,
- 2) inverter and
- 3) racking.

The real installation requires close to 100 different parts that need to be safely and securely put together to meet ABC Solar standards. You will learn about each part as you sell solar. It will take time but it is worth it to understand exactly what you are selling.

For Residential systems we use SMA string inverters in almost all of our installations. The current best configuration for a client is per their main panel size:

Panel Size	Inverter	Solar Panels
100amp	SB3800TL x 1	SolarWorld 280w x 16
200amp	SB3800TL x 2	SolarWorld 280w x 32
400amp	SB3800TL x 4	SolarWorld 280w x 64

Each SMA Sunnyboy SB3800TL Inverter has a 15amp emergency power use plug per inverter. This SB3800TL-22 model has a 16amp output that corrects to 20amps. The NEC (National Electric Code) says we can only backfeed 20% larger than the bus and main breaker size. Exceptions exist.

ABC Solar thinks the Sunny Day use of solar power during a utility grid blackout is outstanding. It is a great first step in create true energy independence. At least you can plug in your refrigerator and keep the beer cold. The next step is to add batteries for Sunny Day charging and night time use. You and your clients can be off-grid-in-the-city today.

String Sizing is important to understand for safety and the design limitations of your equipment. Each solar panel has voltage rated for open and closed circuits.

The SolarWorld 280 watt mono panel has a VOC of 39.5 and a VMP of 31.2. It also has the key  $-0.30\%TC_{voc}$  which determines the voltage increase for every single Celsius under 25 degrees. 25c is the testing and ideal temperature for all solar panels.

If your annual historical coldest temperature is  $-5c$  then you have a 30 degree temperature difference =which gets multiplied by .0003 and the original VOC;  $39.5 * (-30 * -.003) = +4.55v$ . So each panel has a value of  $(39.5 + 4.55v = 44.05voc)$ . We can now divided that into 600v max inverter DC input and get the max string size of 13.

Ok, as a salesman do you really need to know this? YES! You really do need to understand what we are selling at ABC Solar. Our systems are matched to the client's property and its electrical capabilities.

Landscape or Portrait?

Our example solar panel is the SolarWorld 280w which has the dimensions of 39.41"w x 65.94"h. So when you look at a roof or ground area your first notion is landscape or portrait. The mid clamps that hold the panels to the racking are considered 1".

Therefore, our SolarWorld 280w panel is 40.41" by 66.94" when figuring out how many panels will fit on your client's space.

Example:

Rise	12'	240"
Run	40'	480"

Portrait:	3 x 11
Landscape:	5 x 7

The Proposal will look like this, automatically:



ABC Solar Incorporated  
24454 Hawthorne Blvd  
Torrance, CA 90505  
PH: 1-866-40-SOLAR  
PH: 1-310-373-3169  
E: Solar@ABCsolar.com  
CA License #914346

**PROPOSAL NARRATIVE - 02-APR-18**  
(Prices Subject To Change Without Notice)  
**Solar Electric Grid-Tie Discussion**

**Project Owner:** Bradley & Tomoko Bartz  
**Project Type:** Solar Power Generation  
**Project City:** Rancho Palos Verdes  
**Project Contractor:** ABC Solar Incorporated  
**Project Total:** \$20,923 - Solar Electric Grid-Tie System  
**Solar Rebate Estimate:** \$0  
**Federal Tax Credit:** \$6,277  
**Solar Investment:** \$14,646



**Brief Summary** - ABC Solar Incorporated proposes to install 16 solar electric photovoltaic panels at 335 watts each to interconnect with the utility Grid. This system is 5,360 Watts DC and is expected to generate 8,231 kWh a year in solar electricity. The solar array will be fixed mounted to the roof and tilted to maximize production, layout and fire access safety. Here are the details of the ABC Solar PV Grid-Tie System Bid:

FINANCIAL ANALYSIS			
Value @ \$0.2/kWh \$1,646 Savings Yearly			
Solar Energy Product Details		Solar\$	Cumulative
Total Panels	16 LG SOLAR LG335N1C-A5	Y1	\$1,646 -\$13,000
Panel DC Watts:	335 Watts	Y2	\$1,736 -\$11,264
DC Watts	5,360	Y3	\$1,831 -\$9,433
Sq ft of Array	307	Y4	\$1,930 -\$7,503
kWh Annual	8,231	Y5	\$2,036 -\$5,467
kWh Monthly	686	Y6	\$2,147 -\$3,320
kWh Daily	23	Y7	\$2,264 -\$1,057
		Y8	\$2,387 \$1,330
<b>Quick Cost Analysis</b>		Y9	\$2,517 \$3,847
Before Incentives	\$4.44 \$3.90	Y10	\$2,654 \$6,501
After Incentives	\$3.11 \$2.73	Y11	\$2,799 \$9,300
		Y12	\$2,951 \$12,251
Project Total Cost:	\$20,923	Y13	\$3,112 \$15,363
Rebate Estimate:	\$0	Y14	\$3,282 \$18,645
Federal Tax Credit:	\$6,277	Y15	\$3,461 \$22,106
Solar Investment:	\$14,646	Y16	\$3,649 \$25,755
1st Year Solar Value	\$1,646	Y17	\$3,848 \$29,603
		Y18	\$4,058 \$33,661
		Y19	\$4,279 \$37,940
		Y20	\$4,512 \$42,452

Contracts and other business documents are also generated by the ABC Solar Business Operating System. With a little practice you can be making forms too.

## Chapter 11: Writing a Business Plan

You made it this far. Good. Now let's get down to the most important document for your business: your business plan.

Funny. Just this morning my future self said, Brad, can you write a business plan for 3D Future Oven. 3D Print Oven is a toy 3d printing oven that actually works. In effect each meal becomes a new adventure.

Ok, now I must put together the basic outline of the business plan and then start to fill out the content. As we have learned, Sales, Delivery and Administration are the pillars of any business and as such the structure of our business plan. Let's see if I follow my own advice.

### Sales

- Direct to Consumer
- Licensing
- Distribution

### Delivery

- 3d Future Oven
- Food stock material supply
- Menus and software

### Administration

- Technologists
- Accounting
- Food Management

3D Future Oven's mission is to use toys as a base market to perfect food printing for the masses.

Your business operation is Sales, Delivery and Administration. Investors are expecting you to articulate each in detail in your business plan. Think about the actions necessary to achieve each sub-heading above and write to it. Write your own sub-headings!

Are you looking forward to an Eiffel Tower Pancake stack printed in your kids 3D Future Oven? I can smell it now. Then, the surprise.

You must sell. You must deliver what you sold. You must account for it too. Sounds simple enough. But the question for the new entrepreneur is which do you do first?

In every business I have started or been involved with, targeting the prospect always came first. Then the pitch to close. Delivery mechanisms fall into place and are developed as you learn what your client is willing to pay for.

It is the concert and combination of Sales, Delivery and Administration that can propel success. It is the fun of being the conductor to your symphony that makes being in Venture Business THE experience.

This is your business, so you are the chief salesman. You must have a sales plan and must be able to sell. Yes, in the future you can hire salespeople, but in the startup, you are it.

What are you selling? The promise of delivery.

You started the business not because you can sell, but because you can deliver a solution and you believe there are clients willing to pay for it.

That may be a product, service, or a combination of both.

Before you can start selling your new idea, you at least have to write it down! Really, you need to know for certain that you can meet your promise. That means you have your supply chain and you know how to deliver.

Once you decide to be in business your Administration starts. You have to keep records for the government, but more for you and your business's survival. With every new business plan you write, your past efforts pay off.

In day to day business you must keep notes on every conversation and contact. This is intuitive from a sales perspective in that you need that data to build your case to help the client become a customer.

More important is contact records form timelines for settling disputes. If you get into conflict with your client, vendor, employee or government you will be asked by your lawyer to write a time line of what happened.

BBT: The key is to put a timestamp on your idea and business. I use domain names to record my ideas and be an official timestamp on my creation. It is the cheapest form of intellectual property protection. For example, here are my five most recent domain name registrations:

SativaDaily.com  
IndicaDaily.com  
CRMary.com  
RollingBattery.com  
EVCowboy.com

Hehe, marijuana is now legal in California. But Crazy Mary got my heart! CRMary.com is focused on providing a Business Operating System for Pot Delivery Businesses. The timestamp takes on even more import in that the government requires a blockchain type approach from seed to customer.

RollingBattery.com and EVCowboy.com are so cool! ABC Solar Incorporated is on the leading edge of Solar PV and Advanced Storage Systems. It is a key feature in this years Solar Bible: The Off Grid Year of 2018. See [www.SolarBible.com](http://www.SolarBible.com).

## **Chapter 12: Why start a business if you do it yourself? Go get a job instead.**

Success in venture business is about creating a business circle that continues without your day-to-day involvement.

This is serious. If you build a business just so you can have a job, you are robbing yourself of your future. Why go through all of the pain of being a venture business leader if you just have to grind out your work every day?

To break this down more: your job is to set up Sales, Delivery and Administration. Yes, you can, and should be able to do every job in the business. And you will for many years. But your overriding goal must be to hire and train employees that run your vision.

Why? "I want to be my own boss". Yea yea. I hear you. But, that is not your creative responsibility as a venture business owner.

You will start more businesses if you start one and survive the experience. The Venture Business Manual is one tool to help you make it.

The methodical plodding along in venture business is tiring, rewarding, challenging and something not to be traded in for anything.

My dream is to make 100 Venture Business Circles. It is natural that a good spell of them will cooperate in some way or fashion. But it is niche problems that are within my reach to solve.

I am training myself to be an owner, not a worker. It is different than my youthful business experience. The term "serial entrepreneur" applies to the young Brad. Now I relish the title of "Serial Delegator".

You are in venture business because your mind has the ability to employ many people in the execution of your capabilities and vision.

So, go delegate.

## Chapter 13: How to pick a business to start?

Please forgive me for what you are about to receive.

Motivations for launching of a venture business:

1. Epiphany - I can solve a problem and there is a customer
2. Disasters - tree falls and you have a truck and chainsaw
3. Early Adoption Curve - 5 years or more before society
4. I can do it faster, better & cheaper
5. Circle Jerk - You can create a circle again and again
6. I hate my boss, wife, life, you, myself, blah. (I hate this reason)
7. Challenged - my buddy bet me
8. School Paper Keeps Going - (Let your college business graduate with you. Move on.)
9. Hobby turns to business

It is number nine that I ask for forgiveness. It is indeed the easiest way to start a new venture business. Do a business based on your hobby. The reason I beg is you will lose your hobby when your business consumes your time with all the requirements outlined in this book. I do not think it is a good for you to start a business based on your hobby. Gravity, e.g. the law of "lowest hanging fruit" will force many of you to do so. Sorry.

My wife Tomoko started Balletgoods.com from her hobby of ballet dancing. Her success was in growing sales to \$15,000 a month all exports to Japan with leotards, skirts and accessories.

During my time of deep advocacy for my disabled son, Tomoko provided for the household and advanced herself in venture business freedom.

I know now that she is safe in her future as I expire before her. Teaching Tomoko how to start, grow, service and run a business is the best life insurance policy.

I have only spent 90 days in the hole (e.g. a job). A time in 2005 that I worked in a cubicle demonstrating Oracle technology. So that is why I don't know about #6 and hating my boss. I liked the team, just found the cubicle life to be a certain purgatory.

I caution cubicle dwellers, with #6 being their only motivation, to stay put. It's like taking a zoo animal and putting it back in the wild with a strapped-on camera for entertainment.

With that being said, if any of the other Venture Business Motivators hits you with full force, you simply will not have a choice. There is the Right Brain and there is the Left Brain. But the all-powerful Venture Brain will take over. It feels like a new part of you is simply driving you to Kinkos, and suddenly you walk out with business cards naming you as president.

The look in your eyes is priceless at that moment. The next look in a mirror changes you.

Otherwise, stay put in the cubicle, clock out at 5pm and enjoy your life. Sorry, if you want to hear something else go see Tony Robbins and get all fired up.

Let's get a bit more in-depth with each of the reasons for starting your venture business:

#1 Epiphanies are the magic of being skilled at Venture Business. You have in you the ability to take that whack-a-doodle of an idea and form a business circle. Any epiphany business exercise has a very low threshold for pursuit - A customer has to buy.

#2 Disaster cleanup is the low-hanging fruit of venture business. A real right-time, right-place and gumption to get some hard work done. My first business was B&B Gardening that sprung from wind felled trees up the street. I was too young drive but not too young to sell, staff, bill and collect.

B&B Gardening ran for years and then I left to college and my brother Mike continued with the business for many years more.

The secret sauce was advertising flyers. Every 1,000 flyers generated \$2,000 in sales. Like clockwork. Mom drew some of the flyers that got stuck to refrigerators and they generated calls for over 4 years! The power of advertising was always reinforced when mom said, "if you don't advertise you disappear.". Words to live by.

#3 My favorite reason to start a business is to be way before the early adoption curve. I have a firm belief that you must be a master in your field to gain the credibility to succeed.

I can claim three early adoptions so far. And the fourth is happening right now.

1. Telemarketing Visions Institute (1985)
2. Internet Access Center KK (Japan - 1991)
3. ABC Solar Incorporated (2000)

The next venture area for me is 3D Printing.

3dPrinterDaily.com  
3dPrintDaily.com                      Creation Date: 2013-01-05

3dFutureOven.com  
3dPrinterOven.com  
3dPrintOven.com

FastCakes.com                      Creation Date: 2002-07-12

I am not done with my circle creation at ABC Solar Inc yet, so 3D Printing is just on the drawing board. But, this gives me a great lead to the next chapter. The First Step.

#4 I can do it better, faster and cheaper is a great way and reason to start a business. It can also be a method to buy companies with no money. Why? Because you know you can fulfill the contract much cheaper and can even give a higher profit back to the original owner in a buy-out agreement.

#5 Becoming a circle-jerk is not derogatory or a music reference. It is the penultimate of magic when you can create new business quickly that become circles of profit. One after another you have not just grown in skill but resources to put into practice Sales, Delivery and Administration time in and time out.

#6 The hate my job crowd just needs to find a new job. There is no way the stress of your cubicle life comes anywhere close to running a Venture Business. "I want to be my own boss" is not a good enough reason to jump off the cliff. Just suck it up and polish your resume.

#7 Being pushed by a buddy is a spark that just might make you successful. I have not succumbed to this particular reason.

#8 Your school paper turns into a going business. This is happening more and more as universities are teaching venture business and how to be an entrepreneur. Sometimes your college business is your epiphany, like Michael Dell. But most of the time your college business is just a rushed answer to a classroom deadline.

The oh shit moment comes when your whim starts to take in money and show promise. Oh boy, you got an A in your class, but now you have three local employees folding newspapers, or cleaning windows or some such.

This is cool if you make it a business circle and had off control to a new leader. If you decide to stay in this whim business just to have a job, you are missing on too much needed business experience.

I know I loved my College business and do wish it would have continued many years. But being interrupted by Japan is the best thing that ever happened to me.

If you are superhuman, you can make your whim of a college business an ongoing business, run by others, that might even pay for your student loans and then dividends!



My point is I really want to find out what you are going to do next.

#9 You turned your hobby into a business. To gain back the joy of your hobby you have a special task to hire correctly in each of your Sales, Delivery and Administrative wings. You need to hire hobbyists that have greater love and skill than you in Delivery. Your reputation among your peers is on the line. The burden of starting a venture business with your hobby is losing your hobby.

Another powerful reason is death. Death has compelled many a business to get started. One with the intention to consolidate an heirs luck and the other is to find a cure. The latter is never to be underestimated.

## Chapter 14: The First Step

I always start a new business with a new business card usually printed on card stock and a freshly bought ink-jet printer.

Sounds simple right? In a way it is. But, once you print your business name on your card, you are really stuck with it.

The basic first needs are:

1. Domain Name
  - a. Matches company name
  - b. Telephone ready (don't have to spell it on phone.)
  - c. Basic website (Name, address, phone, mission, image.)
2. Phone number and business address
3. Going Solo? Or who's in?
4. Entity Creation
  - a. Handyman
  - b. Limited Liability Company
  - c. Corporation
5. Sell Sell Sell!
6. Deliver
7. Administer
8. Repeat

## Chapter 15: Surround the Space

1. Soft Sell Telemarketing
  - Importance of listening
  - Xdates - applying target dates
  - Touch - Letters - Touch - Sales
2. Marketing to Competitors
  - Who are they?
  - Seek "Joint Ventures"
  - Speeds word of mouth
3. Online Industry Newsletters
  - Branding to Players
  - Branding to Customers
  - Profit Marketing
4. Industry Events
  - Booth Splash
  - Special Events
  - Anticipation
5. Websites
  - One Domain per Brand or Service
  - Focus on 3 minutes
  - Every page is your front door
6. Speeches and Whitepapers
  - One speech a month
  - Two Meetings a month
  - One White Paper a quarter
7. Press Releases
  - Once a fortnight
  - Online and list distribution
  - Play like Microsoft (Tesla)
8. Marketing to Employees
  - Lunch Discussions
  - Company News
  - Bonuses

## SOFT-SELL TELEMARKETING

Remember everything focuses on your client before, during and after the sale. My firm belief is that your job is to be top-of-mind when a consumer is making their purchasing decision. It's easy to say, but hard to pull off.

In Soft Sell Telemarketing the key point is that you are just doing "drive-by" marketing. If you always smile you can be allowed to call again. Point one and two are key. You are listening for when to call back.

Selling insurance is an annual game. The 1st line telemarketer was trained to get the "X-Date" the expiration date of the prospects insurance policy. This was simple to understand as you would call back 1 month or so before the policy would expire and that opened the window for a sale. The insurance industry made a science of being in front of the client in the decision window.

Asking "When" is a doubled edged sword in a cold-call sales effort. You basically open the door for the client to push you off to some random date in the future. It is also an aggressive question when in the closing salvo. E.g. you're asking "When" in an exasperated tone.

The cold-call can be a misnomer in the long-term as you develop relationships and a route. This is for business to business telemarketing. The focus being on being the "milk man" for your clients and slowly retiring your personal cold-call efforts. Your goal is to have 1000 leads in your bin with a full 300 leads known to you and graded as A or B potential.

If your hand-off is to professionals, then your income potential is unlimited. Your job is to dial-for-dollars in list after list of prospects. You still use the "Stanley" client management system because you don't get to pass a lead on or kill-it-dead unless you make actual contact. As the front-line telemarketer you are indeed the list cleaner.

Cold Callers also use other tools in the business chest, namely written communications. The basic tempo is Call - Write - Call - Close. Or softly put as Touch, Write, Touch, Sell. The marketing department is a key companion to cold call success. This involves everything from the product name being easy to say to websites addresses that you don't have to spell.

The Golden Voice is what you are looking for in a telemarketer. By making thousands of cold-calls your voice will turn golden to the ears of many. Your skills in pausing, questions and agreements make your victory cold-calls exhilarating for you and the client.

#### MARKETING TO COMPETITORS

- " Who are they?
- " Seek "Joint Ventures"
- " Speeds word of mouth

"Counter intuitive" is the remark I get from MBAs. I get a bit snarky as I am a frontline salesman and my ears perk up when a client says a competitor is his referral source. Read that again: my competitors give me leads.

Why does this happen? When a client asks a salesperson this question, "Who is your competition?" The salesman must respond. Saying you have no-competition is a sure-fire way to lose a sale. Replying with the worst company as your "competitor" damages your own reputation. Honesty in your cold call and all sales efforts is the only way to achieve peace.

SAY MY NAME! When marketing to competitors you want them to hear, see and even "feel" your name.

#### ONLINE INDUSTRY NEWSLETTERS

- " Branding to Players
- " Branding to Customers
- " Profit Marketing

I love that this one sounds so easy to do. A whole cottage industry has been promoting the idea of "Newsjacking". Simply put, write stories about today's headlines and put them on your website to attract search engine spiders. If you implement this daily, you become a media company and that requires a whole new set of rules. If you are funny you can sometimes tie your product or service to a news headline. That can be cute, but again if you do it often then your marketing effort will morph.

Instead of newsjacking, be a publisher of online news that is industry targeted. In my work, we are trade news. Spacedaily.com was founded in Tokyo, Japan in 1995 and has grown to a suite of 20 daily trade news titles.

My main business these days is ABC Solar Incorporated at [www.ABCsolar.com](http://www.ABCsolar.com). That means my efforts for media are the back-channel marketing means for ABC Solar.

#### INDUSTRY EVENTS

Industry events are expensive, but you do need to be seen from time to time to play in the market. This supports Marketing to Competitors and niche market stakeholders.

- " Booth Splash
- " Special Events
- " Anticipation

#### WEBSITES

Two basic categories of website will exist for you.

1. Corporate main page
  2. Marketing websites
- " One Domain per Brand or Service
  - " Focus on 3 minutes of information/interaction
  - " Every page is your front door

## SPEECHES AND WHITEPAPERS

So much to do!

" One speech a month

" Two Meetings a month

" One White Paper a quarter

## PRESS RELEASES

An example of an effective press release:

### FOR IMMEDIATE RELEASE

#### Custom Cupola Solar Design Brings ABC Solar New Power

Los Angeles (March 1, 2017) - Museum quality. That is the base standard for the equipment used by ABC Solar in its of pursuit solar design and installations. The focus on this excellence in manufacturing is to ensure the life-long energy production of the solar system. The bonus is ABC Solar has an eye for unique solar panel placement with the express intent to blend with the original architect's vision.

The Cupola Solar Estate in Rancho Palos Verdes, California is celebrating its one-year anniversary for what is to be an award-winning design. The five cupolas immediately set this home apart from its Ranch home neighbors. The driveway falls to the home so your first view is city lights and the harbor over the roof's horizon.

Stained glass windows surround each Cupola and bring colors into the home. The building blocks are thick lumber strewn like Jenga blocks deep into the game. Solid bones. Like the roof above the home flows into 5 sections that each tell time by the glamour passing by. You want to explore this house.

To Brad Bartz at ABC Solar the design was immediate, almost love at first sight. A set of 6 Suniva black on black solar panels flat attached to each cupola for a total of 30 panels. Brilliant! The panel set fit exactly to the shape of the Cupola. It was like

the original architect had one more detail page that we just found and implemented.

Crunch, crunch and more crunching of the Spanish tile took place during the installation. Great effort was given to limit this pulverizing of red clay, but it always happens. ABC Solar has one method for installing solar on Spanish Tile: we remove the tile, mount our solar feet with a new waterproof roof, install the solar panels and then place tiles around the perimeter of the array. At the end of the installation we made sure to fix and replace any tiles and left the home with a waterproof roof, a great solar system and new friends.

The practical side of this solar design is that flat is only 10% less than a tilt to the South. Knowing this allows ABC Solar for focus on beautiful designs first, before production efficiency. We would rather add a few extra solar panels than a high tilt to catch the "best" sun. The Cupola Solar Estate is on track to produce 11,500 kWh a year for the next 30+ years. At \$0.32 cents a kWh, the SCE 3rd tier rate that saves \$3,600 a year. This is an ABC Solar system that looks great and produces value.

The 30 Suniva 285 watt solar panels are connected to a SMA Sunnyboy with an emergency use circuit. That emergency use circuit allows the use of some of the solar power during a blackout. The SMA inverter is part of a large family of technology that allows on-grid and off-the-grid solar generation.

#### About ABC Solar

Founded in 2000 ABC Solar Incorporated is a solar design build contractor.

Headquartered in Torrance, California, ABC Solar is one of the leading companies in Southern California. ABC Solar builds and sells solar systems around the world. From residential to utility scale the focus is on the use of the best quality solar equipment available and design that matches the property.

ABC Solar is a California licensed solar and general contractor.

#### Contact

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#### MARKETING TO EMPLOYEES

- " Lunch Discussions
- " Company News
- " Bonuses

Employees are your most important and best assets to grow your customer base.

The team does really seem to like the Solar Bible and seeing their picture in the books. It is fun to see them "jockey" to be on the cover!

Bonuses should not just be handed out at the end of the year. When your team is doing great and delivery of your promise leads to good profit, show your appreciation.

Even small teams need to be kept enlightened as to the future and the current state of affairs.

Take your team to lunch. Use the opportunity to learn from them, and get up to speed about your market and clients.

Share client comments with your team, particularly nice ones. It helps in motivation.

## Chapter 16: Don't Cheat

Why try to be in a legitimate business if you are going to cheat?

You might as well be drug dealer and go peddle on the street corner. I have no time for cheaters. The stain is not on the industry, it is on your ability to sustain your business and, more importantly, keep your dignity.

The Josephson Institute for Ethics is a good resource for training materials and role-playing tools to understand choices. You first must make the promise to yourself that you will not cheat. Then you have to build systems in your business to trust and verify staff in that overriding principle.

You learn this in telemarketing as you contact the same prospect many times before it closes or gets shelved. The act of cheating in a phone call means you have to remember your cheat. Can you do that? Really? The sooner you get comfortable with the intent to never cheat the sooner venture business becomes a career and lifestyle.

Don't cheat on taxes. Don't. You spend an inordinate amount of energy, friends and resources to get your business up and running. So, the number 1 rule is don't put yourself in the position where others can take your business. Governments, particularly the sales tax enforcers in any given state, can take without regard to your situation.

And for god sakes: DO NOT CHEAT YOUR CLIENTS. You are making a sacred promise as a sales professional. Your long-term survival depends on selling promises and delivering on promises. Sometimes you make a mistake in your bid. Your oath to your business says you must fess up to the mistake and pay for it out of your pocket. This does two wonderful things: The pain of the financial cost to you reminds you to not make that mistake again, and the act of living up to your promise through thick and thin is a miracle worker for long-term referrals.

So, in your business follow the rules, report what is necessary per your accountant and deliver on your promises. You gain the potential of "Revenue for Life" (RFL) as your venture business turns into a circle and you move from worker to owner. Not cheating is great for business. Make sure your staff continually know that honesty is longevity.

## Chapter 17: Don't Negotiate

Sing a song instead.

In sales you are taking the lead in the commerce dance. Your job is to know your client and that the offer you are making them is fair and right.

Experience shows that clients that over negotiate and nickel and dime you in the sales dance turn out to be bad clients. You end up working for very low margins, which increases your risks substantially. Then these over-expects of clients never seem to be satisfied.

So, the rule at my companies is no negotiation. We assess the situation and make a fair, competitive offer.

When I was young I was caught dreamy-eyed when IBM or other large companies would promise the future if we just worked today for a hamburger. Fuck that.

The deal on the table today is the deal. If your prospect waves the future deal to negotiate, ask him to sign a letter of intent for that business too. Make it a package. Otherwise, stick to the one deal at hand.

Be prepared to walk.

Competition in the gardening business led me to a mentor and lifelong friend in Lou Blanchard. After winning and losing business to Lou on my "hill" we met and agreed to jointly market and get the work done. The first job we pitched was to Mr. Lynch in Rolling Hills Estates, I remember his name because I went to school with his kid since we were knee-high.

Mr. Lynch had a huge tree in his front yard that he wanted greatly trimmed and hauled away. Lou and I took in the information and then we spoke on the side. This was my client so my lead on the

sale. Lou and I agreed on \$500 bucks and went back to Mr. Lynch. I smiled and said our price and Mr. Lynch almost barfed!

Lou touched my arm and said quietly, "Turn around and walk". And I did.

Mr. Lynch's driveway was long, very long. Lou and I walked down the driveway leaving Mr. Lynch standing there. I whispered to Lou, "hey man I can do this cheaper." And Lou said, "Just wait..." As we were about to step from the driveway to the street Mr. Lynch called out and said, "OK!" and we turned around and made our deal.

This is simplified as: "He who speaks first loses."

## Chapter 18: Education in your niche

Learn everything about what you are selling and then learn some more.

Everyday I am in learning mode.

Education is about everyone on your team, as well as your closest stakeholders. It is expensive to send staff to training, but it builds a better team and relations. Also, each training session adds to your company's value.

So, go ahead and buy that extra education ticket at the trade show. Cycle your staff through so you can work the booth and boost knowledge. Sending students to conference classes is a living ambassador for your business.

Your clients are looking for you to be smarter and more experienced. You are the trusted advisor and education brings you closer to living up to that expectation.

The US Department of Commerce has been putting on good education / travel / business programs worthy of your time. In foreign business, the government is still the most aware of market players and can provide access.

Offer your staff to help pay for college classes. Part of being a leader is growing the mental well-being of your team. Your encouragement goes a long way towards motivation.

Most of my education is based on finding solutions to get over walls. Or around them, under them, dismantling them or blasting right through them. To me, that means studying the laws, rules and regulations of the entity that is stopping progress. I methodically put the challenge to game theory and start testing how to beat the system.

As I am in construction, the legal system is in my niche and seeking education is beneficial to the business. With each training session, the next application becomes easier.

Many manufacturers will also give free training in your offices. You just must commit your staff's time. Keep seeking knowledge to win.



## Chapter 19: The Rules of the Telephone

We love the phone ringing. To me it's like the lottery - you have no idea what magic might occur. Sometimes it is someone selling something. Sometimes it's my kids, and sometimes it's money. Money can call at the strangest times. To money, the time of day is not important.

To money the call is to satisfy an impulse need for information. It is the phone call, these three minutes that I am establishing these telephone rules: The rules of T. Look at the T. It is a cross, a connection; it means it's time to talk.

1st Rule of T - a human answers the phone within three rings. With Vonage service we can all be that human. A sensing of rushing to answer. RUSH.

2nd Rule of T - Listen. The phone is in your hands, you have pressed the green button on your cell phone or you have lifted the handset from its cradle. Don't speak for 2 seconds until you are sure you have a good connection. Listen to the rate of speech, urgency and emotion of the voice. The first few seconds of their voice help establish our response and your rate of speech.

3rd Rule of T - Data - get the name and the company's number. It's better to do this at the beginning of the conversation. Get a pen, open your laptop, etc. Just take notes. You can add more notes to your Client Management System.

4th Rule of T - Time. Give all who call as much time as they need. Sometimes this can be painful but think of 'Southern Hospitality'. This does not mean that you can't put them on hold from time to time to meet the 1st Rule of T. If you need to, get their phone number and call them back or have someone else call them back.

5th Rule of T - Set up the next step. This consists of an appointment, or, if you don't know the answer to the question, make sure they know you intend on calling them back. We are always politely trying to

convert them into customers. The 5th Rule of T also consists of getting feedback to the caller.

## Chapter 20: Customer Service Rules

The more fun you can have with your customers the better. Heck, why not?

Clients. They are the reason we are in business. No ifs, ands or buts about it.

The singular satisfaction of the sales transaction and delivering results is pure. Many factors affect the outcome of this very special relationship. It is your job to instill into your organization that clients are the reason we exist. It is their wallets that feed us.

The practicality is that focused customer service is the smoothest way to run an organization. When clients are happy, a serene feeling can be felt. When something goes wrong in the delivery of what you sell the client, by all their rights, they will start to demand more time.

It was one of the biggest meetings of my career. Mr. Ozaki, a senior executive at Japan Telecom, was in my Tokyo offices to finalize an internet joint venture agreement. In the building were 65 employees on 5 floors. The 1st floor was the Internet café, the 2nd floor an hub for Internet Access and Web Design, the 4th floor was the Tokyo Journal Magazine and the 5th were the executive offices. A full complement of staff was on hand that day.

There were five folks in my office all discussing the final points. Right as the meeting got started the phone rang. On the fifth ring, I reached out and answered the phone, "IAC this is Brad how can I help you." I transferred the call.

Then I hit the intercom button on my phone and said, "the next time the phone rings more than three times the first person I see will get fired."

Mr. Ozaki moved right into the agreement as if that did not just happen. The meeting was going to be way too much fun and too important to let anything disturb that. We were gaining access to

three data centers in Tokyo, Yokohama and Osaka to offer dial-up PPP services in 1996. It was an important step in the growth of the Internet Access Center KK.

The important lesson is that you should answer your phone, and the phone at IAC never rang more than three times again.

I admit that it is harder these days with the twenty or so telemarketing calls a day that flood my phones. I get creative with some of these but often I find myself rejecting out of hand.

Still, if on the other end the human is giving a pleasant tone and approach, I do go out of my way to be nice. It's rare for me to get hit by a cold-caller, but it does happen.

But it's not just about answering the phone in three rings. The example above was meant to show that the meeting went right back to a meeting after the intercom threat. I get riled up when I think about clients, business and deals. But it still comes down to how you treat and service your clients. If you give them great respect, but are still stern in your price and contract, you create a professional relationship.

Referrals come from stakeholders AND customers. So your customer support mentality has to apply to everyone you come in contact with. You must learn to be patient and listen, and, yes, sometimes you must pander to the caller. The longer interactions are tiring and seem wasteful, but they can produce wonderful results. Especially in the age of Yelp and other screamer websites.

Provide answers and be ready to do your job when your client is ready. Your sales efforts are a long education process that are meant to create awareness, but not be overbearing.

The Soft Sale is based on customer service and brings out the librarian in you. The longer your business survives the more knowledge you carry and can use to your advantage.

Keep studying so you can be at least "one week ahead" of your clients. It feels good.

## **Chapter 21: Networking and follow-up**

Simple rule: Have a reason to call.

The importance of keeping track of your sales efforts is the basis of business. In the computer-age it's called a Client Management System. If you are computer ready, then build your own. But, this book is not about the 1% of the CEOs who could make their own database system. It's about you.

The Franklin organizer is what most my age heard and learned about. It was a basic system that said: "mark in your calendar when to call and then call on that day with no exceptions."

It sounds easy, but is so hard to put into practice. Discipline.

Www.salesforce.com is the best recommendation for non-computer folks. Whatever method you use, you will find that more information is better. The most basic of address, name, phone is natural, but you will want to add as many information points as you can capture.

The data you capture is used by your salespeople and administrators to sell and service clients.

Your CRM must be easy to take notes on contacts and events related to the stakeholder. I switch words from 'client' to 'stakeholder' because your CRM is going to have all contacts of any relation to your business.

I learned and perfected CRM on paper as an early telemarketer long before personal computers. It has served me well and now I want to impress on you the importance of keeping track of clients and stakeholders.

Stanley Musser still maintains my respect for his paper-based CRM system back in the early 1980s. The note taking section

was god-like in its ability to impress clients with your memory of details of the last call. If prompted, your client will remember the exchange. The voice is a powerful tool when given memory weapons.

The CRM simplicity was engineered to be worked on a desk-top flip calendar. You know, the little ones with pages the size of a big iPhone. A-1, A-2, etc. were embossed on the file-folders and written on future days. It was fast and allowed 50+ call dates to be planned per calendar page, if you wrote small and neat.

On any given day you start with a list to call on your calendar page. A quick run thru your file cabinet I would pull the days calls and stack on my desk. Each file folder had the CRM call sheet (The Stanley), that was pull out and I start to dial.

While the phone rings my eyes would find the person and then last notes. After or really, during the call a next-call-date would be marked in the calendar and notes taken.

#### Networking

Networking is vital to your venture business, in particular when you are thrashing about trying to figure out what your clients will actually pay for.

In all sales efforts, finding the person that can sell a thousand for you is the holy grail. Usually this person is at a chamber of commerce in your industry or at a US Embassy Commercial Attaché in a foreign land.

Your niche will teach you who the players are. Your job is to build up your credibility and capabilities to impress and close in your first meeting with players. It is true that first impressions stick. So do your homework and stick your landing!

#### Trade shows and follow-up

Go to you bank and get a stack of 2-dollar bills. Yes, 2-dollar bills are a thing and that what makes them so much fun. Marketing is about capturing a moment and making the target laugh, think or cry.

I know, your team got small furry balls with your logo to hand out at the trade show. That's cool. But, they do indeed cost you about \$2 bucks each.

So, with the stack of 2-dollar bills offer a fur-ball or 2 bucks for their business card or registration. Drop some of the 2-dollar bills in front of your booth from time to time during the day at the booth. You must keep yourself entertained, so watch the humans pick it up and return it. Got a fishing rod?

Have fun at trade shows. Goof off. Smile. Everyone is tired, but they love to laugh. Just know when to change from random behavior to closing the sale when you are invited to do so .

Give away \$1,000 a day -- \$100 per hour from fish bowl. Have folks put on a t-shirt with your message or a pin they can display on their chest to be entered. They become walking billboards.

Trade Shows are a circus, so treat them as such. Bring about your "carnie" and get it on.

When you get back to work on Monday, immediate follow-up is required to maximize your investment in the trade show.

Too many times I see trade-show leads die with no follow-up of any kind.

What?

A trade show budget must have post-show follow-up collateral material ready. Even if you "gave it to them at the show" you need to lick some envelopes and mail your offer. Then your sales team has to call and classify each lead generated. Any leads that rank

higher get team attention, otherwise each salesman works the leads into positive or neutral territory.

If you get 1,000 leads from a trade show it will take 5,000 phone calls to be able to reach the human. One person can dial between 50 and 100 times and speak to no more than 50 humans in a day.

So, one person will take 100 days to reach each human and rank them.

And that's only if they are superhuman, AND they have a team to pass on good leads to. So often a good lead occurs and there is no follow-up. I've seen it happen countless times.

You need twenty people for contacting all leads in 1 week, and that's if you are lucky! Lots of people don't return to the office right after a trade show. The goal is to quickly rate the 1,000 show leads to find low-hanging fruit and cash-flow.

If you don't follow-up, stop going to trade shows.

A key way to take advantage of trade shows is to write industry white papers and give speeches or lessons at the show. Your goal is to get "ink" for your website and company. It is a Surround the Space motif to speak at industry conferences. You have to step it up.

You must also plan your own lunches and conferences with key vendors and your clients. You have to have a reason to market, and trade shows are it.

## **Chapter 22: Don't Sell More than you Can Deliver: Amy**

At Hodes Optical there were a lot of mirrors that typically belong in eye doctor offices.

One day my desk was rearranged, and a giant mirror sat behind my phone. The day began, and I started making calls while looking at myself in the mirror. I was almost immediately astonished at how my facial expressions changed the tone of my own voice. That was distracting when I first noticed, then I disappeared from the mirror.

My face became the tone and facial expressions of the voice I was hearing. I was talking to them, in person. The mirror made the client almost appear right in front of me. Lou then had me pay attention to the tone, and my rate of speech started to match the clients.

Lou did not tell me this would happen, he let it go one for a week or two. I was selling, and it was spectacular. My pitch book was thrown out the window. My sales pitches turned into conversations. My clients became friends. I actually started to get invited to go waterskiing in Montana or fishing in Alaska.

FOCUS. Suddenly about 6 months into the job at Hodes Optical, Lou just kept saying Focus. It was his key and favorite word. The effort to was to 'focus' my listening to the next level.

The exercise, which one has to be very careful with, is to listen for a keyword that a client uses again and again in his speech. I was taught that every human on the planet has a keyword or phrase that will be used for a few days and replaced by a new keyword or phrase. The goal was to identify that word and then be able to use that word or its derivative in a sentence, without getting caught.

Roger at Hodes Optical was a dick. At least in the way he behaved to our telemarketing team. His outdoor sales team was far

superior, and that was always the rant Roger would sing in our office. He was always dressed like a salesman with great suits and shiny shoes.

We knew it was Roger walking into our office that day - we got used to hearing the clickity-clack of his shoes. But, on this day, at least we had the jolly old fella, Mr. Hodes, joining him. When Mr. Hodes was around, Roger was always nicer, and we knew it would be some type of pep talk.

"We have something really special for you guys to sell, it's a new frame set called The Amy," exclaimed Mr. Hodes. "We named it after Roger's daughter. It's a horn-rimmed preppy frame in 7 cool colors. We want to offer to a bonus to sell these. What do you think?"

"How much?" Asked Lou.

"We will pay you your regular commission plus two bucks per frame you sell!" Promoted Mr. Hodes.

"We really think you guys are great and hope can help sell The Amy," chimed in Roger as the door closed behind him.

We all looked at each other and almost simultaneously removed any non-Amy sale material from our desks. From that moment on we only sold Amy. That was it.

It was a fun and lively sale. The Amy frame was a popular choice and the colors were many years ahead of iMac. We sold them in a variety pack of 7 different colored frames to all of our accounts.

For a whole month we did nothing but write Amy orders and push them to shipping. It was friggin' fantastic. I sold 780 pairs. Lou at 900 and Stanley at 720. We were rock stars and we knew it. We counted our commissions and planned on more sales.

I bought a new 1983 Toyota 4x4 Red pickup truck. I was in High School and making bank. Making a sale was addicting. It is addicting.

We heard the clickity-clack of Roger's shoes again. Mr. Hodes was with him, but as the door opened his face was long and drawn. The shipping staff were standing behind them.

"How could you...." Screamed Mr. Hodes. "We can't deliver that many Amy frames! What the hell were you guys thinking?"

"You're fired."

To say that I was shocked is an understatement. I was an 18-year-old sales king getting fired! We didn't do anything wrong, we just didn't understand supply. Since Roger, the "Sales manager", hated us so much he never managed us. We didn't ever think to check whether or not the inventory would be available.

So, at a very young age I learned the most important lesson in business.

#### DO NOT SELL MORE THAN YOU CAN DELIVER

Amy, oh Amy. This is the most important business lesson that I have yet to encounter. "Don't Sell More Than You Can Deliver."

But, don't let that strong statement stop you from being able to deliver anything that you dream of. Just remember the practical side of manufacturing, supply chains and your team's abilities. Also, be willing to sacrifice profit to hire the best technicians needed for your deliverables.

## Chapter 23: Partners, Collaborators, Fans and Referrals

This chapter describes a minefield of relationships that you must garner and utilize to find, gain and keep success.

Dashing towards a goal by getting other people to join your effort is fraught with personal and professional risk. Being an entrepreneur is lonely. But don't be lonely. You cannot afford the loss of equity that comes with loneliness.

You have not created a successful business if it does not run without you on a day-to-day basis. You must have a complete circle of business to call yourself successful as a venture businessman.

A circle that makes a profit is a successful circle.

The circle is why you can't be lonely. You must be able to fire, hire and replace your leaders of Sales, Delivery and Administration.

However, "the three" are not your company's sole universe. Stakeholders exist, and your job is to identify and take opportunities.

The following letter is from Dale Hayden of Marcus and Millichap, a large shopping center real estate firm. The lesson here is Mr. Hayden grabbed onto our lunch conversation where I verbally said, "I will pay you 5% for bringing ABC Solar business." Dale called later and said he'd like to write down our lunch conversation and he asked me to review and sign the following letter.

This is a key lesson from a Mentor level stakeholder interaction. This classy, old guy simply said he wanted to keep a record for his files. I like the simplicity and directness of the approach to securing a sales contract.

www.NDAmanager.com is my tool to make Non-Disclosure and non-Complete agreements when needed. I use automated documents attached to our client management system to "keep a record for our files". New types of agreement templates are being added as our business relationships expand.

The NDA and Document Chains are a vital and key success factor in working with large corporations on development or massive projects. Basically, to project a legal shield around an effort, all stakeholders must have NDAs on file and communications need to be documented.

I have been on phone calls for 100 million-dollar solar projects where conversations came to a full stop when a principle asked for an NDA chain on a specific person. I'll never forget it.

### Levels of Stakeholders

Willy Wonka had nothing on the gentleman that meeting was stopped for. In my world of business, the web of relationships come across the extremes of humans.

You have many levels of involvement and thereby documentation needs for stakeholders.

Sun Tzu, in his Art of War, saw conquest in land and gold. I see it in delivering a sold promise. It is the wisdom of battles that helps navigate the tremendous number of events that are out-of-your-control.

To me, a promised delivery is sacrosanct and sometimes governments and gate keepers block you. The Venture Business Manual has already told you about compliance being a two-way street. Now you must never back down when it comes to finishing a promise to a client.

In my experience, the client will be patient in your fight for them if you communicate. Also, I give them the option for refund to

avoid fights or their commitment to my efforts. If I, or my company, make a promise, we are going to deliver.

I can tell you from direct experience that sometimes you can "crack" when you call-to-action to advocate for your project. So, to put it into perspective I layout any challenge in a game format. I work to understand the "box" of rules.

It is interesting to me to see this chapter about people get to focused on rules. Look to understand your relationships and don't be embarrassed getting others to sign non-disclosure, non-compete agreements. Work on your sales agreements, in particular how you pay commissions and what defines a lead and its "owner". Stakeholder roles need clarity.

## Chapter 24: 50 Business Mistakes Before 50

The simple summary is for every action there is a reaction.

1. Flame thrower at Tokyo Journal magazine awards party 1997
2. Postcards without stamp printed 1995
3. Forgot Partner Ad in 1st Electronic Book on floppy 1993
4. A comma cost me my company 1999
5. Fast to Hire, Late to Fire 1995
6. Comparing our marketing to Nazi Propaganda at a company dinner meeting. WTF was I thinking? 1996
7. Writing 100 companies on rice paper shoji door at partner's home. A vision written in the wrong place. I am so sorry. 1996
8. Thanking Apple when getting free computers from IBM 1987
9. Thanking IBM Japan when getting free computers from Compaq Japan. 1992
10. Disney Online Japan and learning the difference between morals and marketing 1995
11. Doing a board call while in the Hot Tub. 2000
12. Robert Roche - never trust a comma. More of #4 1998
13. Moving Jmail Servers in a Taxi and destroying them without backup. 2004
14. Using loopholes in Japan (mistake or victory?) 1996
15. Not controlling business bank account 2012
16. Not being named as representative director on founding documents 2012
17. Moving 10 new Oak doors in back of pickup that just had greasy Engine 1983
18. Hans Tiedemann 2000
19. Not securing primary contracts in development deals 2014
20. Forgetting that I am a big man, just by standing I can intimidate. 2009
21. Trusting Journalists 1997
22. Giving away equity in real-time 2015



23. Start, then he vacationed, what? Wrong employee contract	1997
24. Line managers not on the line	1996
25. A short 10k	1988
26. Google, Goose & Gander - - -	2004
27. Not paying NTT PC Communications	1996
28. ACCJ, Goliath tolerates David, David's an idiot	1996
29. Sending young pretty girls to ACCJ meetings	1996
30. Not walking sooner when signs of cheating show	1992
31. Walking to soon when signs of cheating show	2013
32. Not realizing that cheating always shows	2015
33. Selling more than can be delivered	1983
34. Letting Jay Smith Leave Japan	1998
35. Rejecting Ideas because I can't do it	2014
36. Being held hostage by Tokyo Journal art director	1996
37. Missing the mobile phone from an IBM researcher circa 1994	1994
38. Not securing equity when offered, Dale Hayden of Marcus and Millichap taught me	2008
39. Non-circumvention agreement with clients.	2015
40. Employee Verification, really is a good idea	2015
41. Not paying Desimone when Michel Mertens took over	1999
42. Tokyo Journal Cash Flow	1996
43. IBM Golden Disk	1995
44. Fighting with the Yomiuri Shimbun	1997
45. Showing mercy during debt negotiations, offending the new master	1999
46. Letting Mac Coates quit IBM, one of my blind sales students	1988
47. Not taking the deal with Chinese phone manufacturer for solar in Japan.	2013
48. Not writing this book sooner	2015
49. Not walking away from failure: IAC	1997
50. Getting ripped off by two managers in two countries this year.	2015

I love public speaking and The Venture Business Manual has the vignettes needed to keep an audience captivated. I hope you will pick from the above dirty 50 to challenge me to a yarn.

I also recommend that you write down your mistakes. Not often, as that could be a daily journal. Just periodically during business plan preparation. Reflection on your journey allows you to see the event and realize potential and different reactions.

Some of the "mistakes" listed above are just kind musings to paths not taken. Being an entrepreneur has made my journey fantastic with a tinge of fate mixed in.

The road choice left or right has two constants. Time and forward motion.

When have you walked backwards for more than a few steps?

## **Chapter 25: The Soft Sale - longevity in business depends on this. This qualifies as Rule #1.**

In the first few paragraphs of this book I describe the salesman's acre of diamonds. That is a collection of 300 quality leads that have been filtered from thousands of phone calls and visits.

I just checked, and my ABC Solar lead base is 6,393. The leads are incoming phone, emails and website requests. Very few are added in an outbound effort. That has been the lucky side of ABC Solar. Our Surround The Space effort has worked and continues to be effective.

Our ABC Solar Business Operating System classifies clients by many categories. Including "Grim Reaper", Lead, Pending, Sold, Done, and NO WAY. The best are the clients that come back from the dead and are pulled from the Grim Reaper designation and being a today sale.

That is the reward for The Soft Sale.

The Soft Sale is about being a librarian that closes politely and patiently. It is a form of making the client order from you. But, you cannot let it appear to be a lack of desire to sell. The balance is to set a call-back schedule that seems purposeful.

A lack of actual pressure makes your reputation soar. The prospects will introduce you to others even while they have not made the decision themselves.

I take being a librarian to the extreme and have published and give my prospects a copy of the Solar Bible 2018. This book is filled with a step-by-step guide for the client to understand and participate in the solar decision. The frequently asked questions section is more information than even I want to know about solar!

The book serves several purposes:

- 1) It establishes ABC Solar as qualified.
- 2) It gives relatable pictures to answer client questions
- 3) It is passed on.

I use [www.createspace.com](http://www.createspace.com) to publish my books. It requires use of photoshop if you have images in your book, but otherwise it is very easy to use.

Once your book is ready to print, Create Space will set it up to sell on Amazon.com and even in book stores. It is a great service and being on Amazon is a credibility booster, at least in the short term!

The Soft Sale is also about providing your champion at the prospect company the tools needed to present your offering. You must work hard to make them look good.

I think one of the most important rules in prospecting is ALWAYS have a reason to call a prospect. Not just to check if they are ready. You need to have some new piece of market information or some other reason that makes the client feel that call worthy. If you protect this special part of your client relationship you can be their vendor when they become ready.

If you lunge at your client you will scare them.

Now, don't mistake The Soft Sale method with being lazy. Far from it. Because of the patience required in being ... patient ... you must build a larger contact base to work for success. Basically, you get to provide happy sales efforts to a wider group of people over the length of your career.

Statistics plays a key role in any sales efforts. So, contact and classifications in your Client Management System are key. Use the tool to take good notes of your conversations as they come in handy for future use. Your brain simply cannot hold all the topics

of conversation and be able to recall the when needed. You need a nudge and note taking is that nudge.

Enforce note taking among your staff. Anyone that touches or talks to a client must take a note. This helps in so many ways. The whole company and all the staff are part of the Soft Sale effort. Notes allow that to happen gracefully.

## Chapter 26: Key Resources

### The Company Will and Testament to Continuity

Administration is often lost on the entrepreneur's mind during the exhilaration of selling your idea and landing that first group of clients. But, this is ok! Relax. Too many times first-time entrepreneurs, especially those retiring out of corporate world, will spend too much time and money on legal, corporate compliance and approvals.

You do need a few things, but really the mess of Administration can be dealt with as you go. You need a corporation or LLC, a Federal Employee Identification Number, bank account, website and business cards. That can all be done in less than one hour.

One hour in the case of a single person entity. If you have partners, shareholders, stakeholders and such you will need to spend time on your shareholders agreement as well.

The key to your shareholders agreement is:

1. What happens when you die.
2. Meeting rules, e.g. how many directors make a quorum, where, when.
3. Shareholder voting rights, e.g. +51% for this, +75% for that.
4. Shareholder behavior rules
5. Share vetting rules, e.g. junior partners equity vests after 3 years

For me, #1 is the key and most important item for you to watch in your shareholder's agreement. If you die who gets your shares?

When I was young, Jack Dickey was a rock star in our neighborhood. As a budding salesman I always sought mentors and looked up to the deal makers. Jack was one of them.

He died. His company's shareholder agreement said in event of death his partner gets his shares.

His wife and kids got cut out.

I will never forget this. And I can state that the first shareholder's agreement that came to my desk indeed was just like Jack's. I said, "no way, I am in business for my family". My wife or heirs will gain my shares upon my expiration.

The rest of a shareholder's agreement is benign. However, it is good to think about big-events and voting rights. A big event is like selling more than 10% in shares or selling the company.

I recommend Delaware for establishing your corporation. I do this for dreams of going public someday. Other benefits are lower taxes and simple reporting. It does require a registration in California to do business as a foreign corporation. That is needed to open a bank account. [www.corporate.com](http://www.corporate.com) can take care of this for you or you can go to Secretary of State's office and file online.

Who am I?

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_  
Zip: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_  
Zip: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

Social Security #: \_\_\_\_\_  
Driver's License: \_\_\_\_\_ Exp date: \_\_\_\_\_

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

Safety Deposit Key is located: \_\_\_\_\_  
Safety Deposit bank and branch: \_\_\_\_\_

Notes to next of kin or next owner of your business:  
(don't be embarrassed. Transitions of power can happen.)

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## Key Resources

www.Corporate.com - setup up corporation or LLC.  
www.corporate.com will help you get an FEIN and Corporate number. Others will be explained on next pages. Get this data and keep your records here:

Federal Employee Identification Number (FEIN): \_\_\_\_\_  
Corporation Number: \_\_\_\_\_  
FEIN: \_\_\_\_\_  
Reseller's License: \_\_\_\_\_  
Quick BOE Login: \_\_\_\_\_  
State and Date of Incorporation: \_\_\_\_\_  
Contractor's License Number/State/Class: \_\_\_\_\_

Primary Bank: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Account number: \_\_\_\_\_  
Routing number: \_\_\_\_\_  
Account Name: \_\_\_\_\_

Secondary Bank: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Account number: \_\_\_\_\_  
Routing number: \_\_\_\_\_

Facebook user / password: \_\_\_\_\_  
Instagram user / password: \_\_\_\_\_  
Youtube user / password: \_\_\_\_\_  
Snapchat user / password: \_\_\_\_\_  
Google+ user / password: \_\_\_\_\_  
Google Adwords user password: \_\_\_\_\_  
Primary Company Email: \_\_\_\_\_  
Server Name: \_\_\_\_\_  
Netwinsite user / password: \_\_\_\_\_

Insurance Policies - List Them All. Business, Personal, Health.  
These will change so add pages here when you need them.

Policy Type: \_\_\_\_\_  
Insurance Company: \_\_\_\_\_  
Website / Phone: \_\_\_\_\_  
Account Number: \_\_\_\_\_  
Policy X-Date: \_\_\_\_\_

Policy Type: \_\_\_\_\_  
Insurance Company: \_\_\_\_\_  
Website / Phone: \_\_\_\_\_  
Account Number: \_\_\_\_\_  
Policy X-Date: \_\_\_\_\_  
Policy Type: \_\_\_\_\_  
Insurance Company: \_\_\_\_\_  
Website / Phone: \_\_\_\_\_  
Account Number: \_\_\_\_\_  
Policy X-Date: \_\_\_\_\_

Policy Type: \_\_\_\_\_  
Insurance Company: \_\_\_\_\_  
Website / Phone: \_\_\_\_\_  
Account Number: \_\_\_\_\_  
Policy X-Date: \_\_\_\_\_

Policy Type: \_\_\_\_\_  
Insurance Company: \_\_\_\_\_  
Website / Phone: \_\_\_\_\_  
Account Number: \_\_\_\_\_  
Policy X-Date: \_\_\_\_\_

Policy Type: \_\_\_\_\_  
Insurance Company: \_\_\_\_\_  
Website / Phone: \_\_\_\_\_  
Account Number: \_\_\_\_\_  
Policy X-Date: \_\_\_\_\_

## KEY TRADE SUPPLIERS

RE: Folks you list to get credit and get your business done.

Company: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Website: \_\_\_\_\_  
Email: \_\_\_\_\_  
Main Products/Services: \_\_\_\_\_  
Trade Credit? Yes / NO  
Trade Credit Amount: \_\_\_\_\_

Company: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Website: \_\_\_\_\_  
Email: \_\_\_\_\_  
Main Products/Services: \_\_\_\_\_  
Trade Credit? Yes / NO  
Trade Credit Amount: \_\_\_\_\_

Company: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Website: \_\_\_\_\_  
Email: \_\_\_\_\_  
Main Products/Services: \_\_\_\_\_  
Trade Credit? Yes / NO  
Trade Credit Amount: \_\_\_\_\_

Company: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Website: \_\_\_\_\_  
Email: \_\_\_\_\_  
Main Products/Services: \_\_\_\_\_  
Trade Credit? Yes / NO  
Trade Credit Amount: \_\_\_\_\_

## Quick Reference Sales Information

2015 Sales: \_\_\_\_\_  
2015 Profit/Loss: \_\_\_\_\_  
2015 Taxable Income: \_\_\_\_\_  
2015 Biggest Client: \_\_\_\_\_  
2015 Goal: \_\_\_\_\_

2016 Sales: \_\_\_\_\_  
2016 Profit/Loss: \_\_\_\_\_  
2016 Taxable Income: \_\_\_\_\_  
2016 Biggest Client: \_\_\_\_\_  
2016 Goal: \_\_\_\_\_

2017 Sales: \_\_\_\_\_  
2017 Profit/Loss: \_\_\_\_\_  
2017 Taxable Income: \_\_\_\_\_  
2017 Biggest Client: \_\_\_\_\_  
2017 Goal: \_\_\_\_\_

2018 Sales: \_\_\_\_\_  
2018 Profit/Loss: \_\_\_\_\_  
2018 Taxable Income: \_\_\_\_\_  
2018 Biggest Client: \_\_\_\_\_  
2018 Goal: \_\_\_\_\_

2019 Sales: \_\_\_\_\_  
2019 Profit/Loss: \_\_\_\_\_  
2019 Taxable Income: \_\_\_\_\_  
2019 Biggest Client: \_\_\_\_\_  
2019 Goal: \_\_\_\_\_

2020 Sales: \_\_\_\_\_  
2020 Profit/Loss: \_\_\_\_\_  
2020 Taxable Income: \_\_\_\_\_  
2020 Biggest Client: \_\_\_\_\_  
2020 Goal: \_\_\_\_\_

Put copies of your income statement and balance sheet in these pages. This is useful during deal making and bank applications. Be ready.

#### Key Business Contacts and Resources

Corporate Lawyer: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Rate per hour: \_\_\_\_\_  
Referred by: \_\_\_\_\_

Business Lawyer: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Rate per hour: \_\_\_\_\_  
Referred by: \_\_\_\_\_

Patent Lawyer: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Rate per hour: \_\_\_\_\_  
Referred by: \_\_\_\_\_

Criminal Lawyer: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Rate per hour: \_\_\_\_\_  
Referred by: \_\_\_\_\_

CPA / Accountant: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Rate per hour: \_\_\_\_\_  
Referred by: \_\_\_\_\_  
Website Designer: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Rate per hour: \_\_\_\_\_  
Referred by: \_\_\_\_\_

Logistics / Shipping: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Rate per hour: \_\_\_\_\_  
Referred by: \_\_\_\_\_

Structural Engineer: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Rate per hour: \_\_\_\_\_  
Referred by: \_\_\_\_\_

Payroll Company: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Rate per hour: \_\_\_\_\_  
Referred by: \_\_\_\_\_

Graphic Artist: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Rate per hour: \_\_\_\_\_  
Referred by: \_\_\_\_\_  
  
Copy Writer: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Rate per hour: \_\_\_\_\_  
Referred by: \_\_\_\_\_



MUTUAL CONFIDENTIALITY AGREEMENT  
Both Parties Agree to Electronic/Email Execution

This Agreement is made and entered into, as of \_\_\_\_\_  
("Effective Date"), by and between \_\_\_\_\_ / ,  
having a principal place of business at \_\_\_\_\_  
\_\_\_\_\_ ("\_\_\_\_\_"), and  
\_\_\_\_\_  
\_\_\_\_\_ ("Other Party"), a  
\_\_\_\_\_ having a principal place of business at \_\_\_\_\_  
\_\_\_\_\_ to assure the protection  
and preservation of the confidential and/or proprietary nature of  
information to be disclosed or made available by \_\_\_\_\_  
\_\_\_\_\_ and Other Party in connection with  
certain negotiations or discussions further described in Exhibit A  
attached hereto.

1. Definition of Confidential Information. "Confidential Information" means

(a) any technical and non technical information related to a party's (including its parent's, subsidiary's, or affiliate's) business and current, future and proposed products and services of each of the parties, including for example and without limitation, each party's respective information concerning research, development, design details and specifications, samples, financial information, procurement requirements, engineering and manufacturing information, customer lists, business forecasts, sales information and marketing plans and

(b) any information a party has received from others that may be made known to the other party and which such party is obligated to treat as confidential or proprietary; provided, however, that any such information disclosed by a party to this Agreement (the "Discloser") will be considered Confidential Information of Discloser by the other party (the "Recipient"), only if such information (a) if provided as information fixed in tangible form or in writing (e.g., paper, disk or electronic mail), is conspicuously

designated as "Confidential" (or with some other similar legend) or (b) if provided orally, is identified as confidential at the time of disclosure and confirmed in writing within thirty (30) days of disclosure.

2. Nondisclosure and Nonuse Obligations. Recipient will not use, disseminate, or in any way disclose any of Discloser's Confidential Information to any person, firm or business, except to the extent necessary for the purpose described in Exhibit A (the "Purpose").

Furthermore, neither party may disclose the existence of any negotiations, discussions or consultations in progress between the parties to any form of public media without the prior written approval of the other party. Recipient shall treat all of Discloser's Confidential Information with the same degree of care as Recipient accords to Recipient's own Confidential Information, but not less than reasonable care. Recipient shall disclose Discloser's Confidential Information only to those of Recipient's employees, consultants and contractors who need to know such information. Recipient certifies that each such employee, consultant and contractor will have agreed, either as a condition to employment or in order to obtain Discloser's Confidential Information, to be bound by terms and conditions substantially similar to those terms and conditions applicable to Recipient under this Agreement.

Recipient shall immediately give notice to Discloser of any unauthorized use or disclosure of Discloser's Confidential Information. Recipient shall assist Discloser in remedying any such unauthorized use or disclosure of Discloser's Confidential Information.

3. Exclusions from Nondisclosure and Nonuse Obligations. Recipient's obligations under Section 2 (Nondisclosure and Nonuse Obligations) shall not apply to any of Discloser's Confidential Information that Recipient can establish by competent evidence:

(a) was in the public domain at or subsequent to the time such Confidential Information was communicated to Recipient by Discloser through no fault of Recipient;

(b) was rightfully in Recipient's possession free of any obligation of confidence at or subsequent to the time such Confidential Information was communicated to Recipient by such Discloser;

(c) was developed by employees or agents of Recipient independently of and without reference to any of Discloser's Confidential Information; or

(d) was communicated by Discloser to an unaffiliated third party free of any obligation of confidence. A disclosure by Recipient of any of Discloser's Confidential Information (a) in response to a valid order by a court or other governmental body; (b) as otherwise required by law; or (c) necessary to establish the rights of either party under this Agreement shall not be considered to be a breach of this Agreement by such Recipient; provided, however, such Recipient shall provide prompt prior written notice thereof to such Discloser to enable Discloser to seek a protective order or otherwise prevent such disclosure.

4. Ownership and Return of Confidential Information and Other Materials. All of Discloser's Confidential Information, and any Derivatives (defined below) thereof, whether created by such Discloser or Recipient, are the property of Discloser and no license or other rights to such Discloser's Confidential Information or Derivatives is granted or implied hereby. For purposes of this Agreement, "Derivatives" shall mean:

(a) for copyrightable or copyrighted material, any translation, abridgment, revision or other form in which an existing work may be recast, transformed or adapted;

(b) for patentable or patented material, any improvement thereon; and

(c) for material that is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected under copyright, patent and/or trade secret laws. All materials (including, without limitation, documents, drawings, papers, diskettes, tapes, models, apparatus, sketches, designs and lists) furnished by Discloser to Recipient (whether or not they contain or disclose Discloser's Confidential Information) are the property of such Discloser. Within five (5) days after any request by Discloser, Recipient shall destroy or deliver to Discloser, at Discloser's option, (a) all such Discloser-furnished materials and (b) all materials in Recipient's possession or control (even if not Discloser-furnished) that contain or disclose any of such Discloser's Confidential Information. Recipient will provide Discloser a written certification of Recipient's compliance with Recipient's obligations under this Section.

5. Independent Development. Recipient may currently or in the future be developing information internally, or receiving information from other parties that may be similar to such Discloser's Confidential Information.

Accordingly, nothing in this Agreement shall be construed as a representation or inference that Recipient will not develop or have developed products or services, that, without violation of this Agreement, might compete with the products or systems contemplated by such Discloser's Confidential Information.

6. Disclosure of Third Party Information. Neither party shall communicate any information to the other in violation of the proprietary rights of any third party.

7. No Warranty. All Confidential Information is provided by Discloser "AS IS" and without any warranty, express, implied or otherwise, regarding such Confidential Information's accuracy or performance.

8. No Export. Recipient will obtain any license or approval that is required by the U.S. government or any agency thereof, or as applicable, any other government or agency thereof, prior to

exporting, directly or indirectly, any technical data or information acquired from Discloser pursuant to this Agreement or any product utilizing any such data or information.

9. Term. This Agreement shall govern all communications between the parties that are made from the Effective Date to the date on which either party receives from the other written notice that subsequent communications shall not be so governed; provided, however, that a Recipient's obligations under Section 2 (Nondisclosure and Nonuse Obligations) shall continue for perpetuity with respect to the Discloser's Confidential Information that such Recipient has previously received unless such obligations no longer apply pursuant to Section 3 (Exclusions from Nondisclosure and Nonuse Obligations).

10. No Assignment. Neither party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

11. Injunctive Relief. A breach by Recipient of this Agreement will cause irreparable and continuing damage to Discloser for which money damages are insufficient, and Discloser shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including money damages if appropriate).

12. Cumulative Rights and Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the parties, whether provided by law, equity, statute, or otherwise. Nothing in this Agreement is intended to supplant the protections under the UTSA or common law.

13. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by or facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by

certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth above or to such other address as either party may provide in writing.

14. Governing Law; Forum. This Agreement shall be governed in all respects by the laws of Los Angeles County, as such laws are applied to agreements entered into and to be performed entirely within California between California residents. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in California, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of such federal or state courts located in California, such personal jurisdiction shall be nonexclusive.

15. Severability. If a court of law holds any provision of this Agreement to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to achieve an economic effect that is as near as possible to that provided by the original provision and (b) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

16. Waiver; Modification. If a party waives any term, provision or a party's breach of this Agreement, such waiver shall not be effective unless it is in writing and signed by the party against whom such waiver is asserted. No waiver by a party of a breach of this Agreement by the other party shall constitute a waiver of any other or subsequent breach by such other party. This Agreement may be modified only if authorized representatives of both parties consent in writing.

17. Entire Agreement. This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed hereunder and supersedes all prior or contemporaneous agreements concerning such Confidential Information, written or oral.

IN WITNESS WHEREOF, the parties have executed this Agreement as of \_\_\_\_\_ ("Effective Date") via

online document generation at \_\_\_\_\_. When the email is returned to \_\_\_\_\_@\_\_\_\_\_ this NDA will be considered signed and in effect.

\_\_\_\_\_ will receive an email at \_\_\_\_\_@\_\_\_\_\_. This NDA will be executed when The Daily Network LLC replies to the NDA Manager email and types AGREE in that reply that will be sent to brad The email reply date will become the effective date of this NDA Agreement between these parties.

The Parties to this NDA Agreement Are:

#### EXHIBITS

This NDA Agreement about this topic:

Exhibits may be added to this agreement by mutual agreement with initial/signature on said exhibits from each party, dated.

#### MUTUAL NONDISCLOSURE, CONFIDENTIALITY AND NON-COMPETE AGREEMENT

Both Parties Agree to Electronic/Email Execution.

This Nondisclosure and Confidentiality Agreement is made and entered into, as of \_\_\_\_\_ ("Effective Date"), by and between \_\_\_\_\_ / \_\_\_\_\_, having a principal place of business at \_\_\_\_\_ ("\_\_\_\_\_"), and \_\_\_\_\_ / \_\_\_\_\_ ("Other Party"), Corporation having a principal place of business at \_\_\_\_\_ to assure the protection and preservation of the confidential and/or proprietary nature of information to be disclosed or made available by \_\_\_\_\_ and Other Party in connection with certain negotiations or discussions further described in Exhibit A attached hereto.

#### RECITALS

The Discloser is the owner of certain Confidential Information, as defined below, and other materials related to

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
{material being disclosed}; and

The Discloser may disclose to the Recipient certain proprietary and Confidential Information of the Discloser in connection with

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
In consideration of the foregoing, the Discloser and the Recipient acknowledge and expressly agree as follows:

#### 1. Confidential Information

a. Except as set forth below, the term "Confidential Information" means information concerning the Discloser that is disclosed to the Recipient that is not generally known by others, including, but not limited to: prototypes, drawings, data, trade secrets, customer information, contacts, plans, samples, specifications, information concerning its business, financial condition, operations, assets and liabilities, marketing and public relations strategies, identification of suppliers and resources of goods and services to the Discloser, intellectual property (including patents, trademarks and copyrights), licenses with third parties, business structures, and any other information which the Discloser does not ordinarily disclose to third parties not in a relationship of confidence with the Discloser.

b. Confidential Information does not include information: (i) which at the time of disclosure is generally known in the Discloser's trade or public; (ii) which the Recipient can show by written records was already in its possession at the time of disclosure and not subject to an existing agreement of confidence between the parties; (iii) which is received from a third party, other than a current or former agent or representative of the Discloser without restriction and without breach of this Agreement or any other agreement; (iv) which is independently developed by the Recipient as evidenced by its written records; or (v) which is disclosed pursuant to a valid order of a court or regulatory agency or other governmental body or any political subdivision thereof, provided, however, that the Recipient shall first have given notice to the Discloser and made a reasonable effort to obtain a protective order requiring that the Confidential Information be used only for the purposes for which the order was issued.

c. "Confidential Materials" of the Discloser includes all documents, records (electronic and written) and other tangibles items of any kind in which Confidential Information is stored, maintained or recorded or from which the Discloser's Confidential Information may be readily ascertained or derived, whether prepared by or for the Discloser, by or for the Recipient or

otherwise. All information, correspondence and other documents and materials provided or communicated by the Discloser to the Recipient, marked "confidential" or "proprietary" will be "Confidential Information" for the purposes of this Agreement, subject to the above-recited exceptions.

## 2. Nondisclosure of Confidential Information

a. The Recipient may not disclose Confidential Information of the Discloser. At all times the Recipient will maintain in strict confidence, protect and safeguard the Confidential Information of the Discloser, and, except as expressly provided in the first sentence of this paragraph, the Recipient will not, directly or indirectly,

(a) disclose, reveal or make available to anyone any Confidential Information of the Recipient,

(b) assist or enable anyone to access or use any Confidential Information of the Discloser or

(c) use or exploit any Confidential Information of the Disclosers for any purpose whatsoever. The Recipient hereby agrees, during the Term of this Agreement, not to circumvent the efforts of the Discloser by pursuing commercial ventures that come to its attention by virtue of the Confidential Information of the Discloser, absent an agreement for compensation. Without limiting the scope of any of the other provisions of this agreement, this non-circumvention provision is intended to preclude the Recipient, and its agents, representatives, affiliates and other related parties from pursuing commercial ventures or relationships based on Confidential Information, absent advance written approval of the Disclosers.

b. The Recipient and its Representatives will not use the Confidential Information other than with Discloser. Recipient and its representatives will not directly or indirectly disclose, divulge, reveal or transfer the Confidential Information to any other person

or entity (including affiliates) without the Discloser's prior written consent.

3. Non-Competition: Recipient agrees that it will not use any advantages derived or derivable from the Confidential Information in its own business, unless such business is done pursuant to a new agreement between Discloser and Recipient.

4. Duration: The Recipient's obligations of confidentiality non-use, and non-competition for Confidential Information received hereunder will extend from the date of this Agreement for five (5) years from the date of each separate disclosure, except that Confidential Information relating to trade secrets or know-how shall not expire unless it is subject to one or more of the above-recited exceptions.

5. Return of Materials: If the parties cease their relationship, and in any event, within five (5) days after being so requested by the Discloser, the Recipient will redeliver all documents, or other items furnished by the Discloser, and any copies made by the Discloser's Representatives. Any information relating to the Confidential Information that is not returned, including, without limitation, any oral information, will remain subject to the confidentiality obligations set forth in this Agreement.

6. Jurisdiction: This Agreement shall be governed by the laws of Los Angeles County, without reference to its conflicts of laws jurisprudence, for any and all purposes and shall be interpreted and enforced in accordance with such laws.

7. Venue: Any controversy arising under this Agreement, if litigated, shall be adjudicated in a court of competent jurisdiction within Knox County, Tennessee, and the parties hereby consent to the in personam jurisdiction of said courts.

8. Waiver: The waiver by one party of a breach by the other party of a term of this Agreement will not constitute a waiver of any subsequent breach of the same or any other term in this Agreement.

9. Severability: If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, all other provisions of the Agreement shall be unimpaired and will remain in full force and effect.

10. Counterparts: This Agreement may be executed in identical counterparts with the same force and effect as if the signatures were all set forth on a single instrument.

a. "Counterparts" as listed in this section may include counterparts transmitted by electronic mail, telecopy, or fax.

b. Each counterpart, once executed, shall have efficacy of a signed original.

c. True and correct copies of signed counterparts may be used in place of the originals for any purpose.

11. Notice of Misappropriation: The Recipient will promptly inform the Discloser in writing of any unauthorized use or disclosure of Confidential Information.

12. Effective Date: This Agreement is deemed to be executed and effective as of the date on which the last party signs a counterpart to this Agreement ("Effective Date").

13. Return of Materials: Upon written request of the Discloser, or termination of this Agreement, the Recipient will, as directed by the Discloser, return to the Discloser all documentation and other items representing or including the Confidential Information and all copies thereof that are in the Recipient's possession or control.

14. Insider Trading: The Recipient hereby acknowledges that it is aware that the securities laws of the United States prohibit any person who has material, non-public information concerning a corporation or a possible transaction involving a corporation from purchasing or selling securities of such corporation in reliance upon such information or from communicating such information to any other person or entity under circumstances in which it is

reasonably foreseeable that such person or entity is likely to purchase or sell such securities in reliance upon such information.

15. Equitable Relief: Recipient acknowledges that the unauthorized disclosure or use of the Confidential Information would cause irrevocable harm and significant injury that may be difficult to ascertain. Accordingly, Recipient agrees that Discloser will have the right to seek an immediate injunction enjoining any breach of this Agreement in addition to any other remedies to which it may be entitled, including money damages.

16. Export Control: The Parties agree to abide by the export control laws and regulations of the United States Department of Commerce, the United States Department of State and other United States governmental agencies relating to the export of commercial or military technology.

The Parties agree not to export "technical data" or disclose to third parties or export Confidential Information obtained from the other without the express written consent of the Discloser and without any U.S. Government licenses required for any controlled item.

"Technical Data" is defined in the export regulations (22 CFR Chapter 1, § 120.10) as "Information...which is required for the design, development, production, manufacture, assembly, operation, repair, testing, maintenance or modification of defense articles."

The Parties agree that the commitment not to export includes "deemed export" (disclosure to Foreign persons in the United States or elsewhere) and that means "Foreign Persons" that may be in the employ of, present in the facilities of, or in contact with the Parties outside their respective business facilities. Any person who is not a citizen of the United States, a Lawful Permanent Resident (Green Card Holder) or a member of a protected class is a Foreign Person and cannot receive controlled data unless an export license is issued to cover such a transfer. Any business entity that is not incorporated or organized to do business in the United States is also a Foreign Person.

Execution of this Agreement is the certification of the signing party, company and/or person, that it will take all reasonable measures to protect the technical data and Proprietary Information from disclosure to any Foreign Persons.

17. Entire Agreement: This Agreement constitutes the entire understanding between the parties regarding the subject matter (into which all prior negotiations, commitments, representations, inducements and undertakings with respect to the subject matter hereof are merged), and, except as provided herein, there are no other oral or written undertakings or agreements between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of \_\_\_\_\_ ("Effective Date") via online document generation at NDAMANAGER.COM.

The Parties to this Nondisclosure and Confidentiality Agreement Are:

#### EXHIBITS

The parties are starting this NDA with:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Exhibits may be added to this agreement by mutual agreement with initial/signature on said exhibits from each party, dated.

## ABC SOLAR Rules for Sales Department

When the phone rings we call is a "Call In."

1. When you pick up a call in, ask them how they found us so that we can tack the lead. Then write on the system. (Friend, PV news, ABC SOLAR store, search engine, ABC SOLAR website, link from Go SOLAR CA, Edison, etc...)
2. If you pick up a call in, let Lou know so that he can take care of them and direct them to the next sales person. Write the client's name, address, phone number, other information you got on the system. If you can't do so, tell Lou, so that Lou will input for you.
3. If you pick up a call in and the person demand an appointment on what date, what time, tell that, "We will try our best to send somebody on the time, we will call back and confirm." And let Lou know. Low will take care of this. If you are available for the appointment time/date and want to go, you may tell Lou so, but you may not always get it.

### Confirming

4. If Lou picks you as sales person(s) for a project, he will let you know. Confirm it.

If you do not confirm to Lou, the lead will/may go to some other sales person. Don't complain about it.

5. When you confirm Lou for (an) appointment(s), write on the system, you will go on what date and what time.
6. Lou and Tomoko track on who is (are) in charge for certain projects, if you are the one(s), you may write so on the system, so that you won't be forgotten.
7. You need to confirm the appointment to Lou and Tomoko via email by one day before the appointment. If we cannot confirm

the appointment, other sales person may go (Lou will allocate it to somebody). Your commission will be affected.

If other person goes Brad'd appointment as a substitute, you may not get commission, instead you may receive small fee to cover the trip. Because most of time, there is no room for commission in Brad's bid.

### Visiting

8. Prepare for the site visit. Bring all the paperwork you may need. Try to avoid the 2nd trip for something you could have done at 1st visit.

By Lou Blanchard  
ABC SOLAR - Director of Sales

I, \_\_\_\_\_ read the  
above and understand and follow the rule.

---

(signature and date)



## ABC SOLAR Rules for Labor Department

### Work Time

#### Reporting and Recording Work Time

Reporting and Recording time are obligations of workers.

When you get the jobsite and start work, text your manager your start time of the date.

When you finish and leave the work, text your manager your time stopped the job of the date.

Keeping record and Reporting times by text to your manager is your responsibilities.

You must submit to your manager your time sheet by Tuesday of the payroll week.

Following articles need to be written on the time sheet.

Your name, Date (MM/DD/YY), Start time, Stop time, Lunch break, Job location, Job descriptions.

You may write driving time on the separate line for long distance job.

Do not include your driving time in start or stop time.

For the long distance job location, adjusted driving time may be added on payroll.

If there are any discrepancies between your record and report to Erick, adjusted time will be used for payroll.

If you fail to observe above rules, you may not be paid or not paid on time, or may not be called for next job.

I, \_\_\_\_\_  
read the above and understand and follow the rule.

\_\_\_\_\_  
(signature and date)

ABC SOLAR Incorporated  
24454 Hawthorne Blvd  
Torrance, California 90505  
Telephone: (310) 373-3169  
Facsimile: (310) 373-1836  
Email: Sales@ABCsolar.com

CONDITIONAL WAIVER AND RELEASE UPON  
PROGRESS PAYMENT

UPON RECEIPT BY THE UNDERSIGNED OF A CHECK  
FROM:

Maker of Check:

IN THE SUM OF \$

PAYABLE TO:

Payee or Payees of Check:

AND WHEN THE CHECK HAS BEEN PROPERLY  
ENDORSED AND HAS BEEN PAID BY THE BANK UPON  
WHICH IT IS DRAWN, THIS DOCUMENT SHALL BECOME  
EFFECTIVE TO RELEASE ANY MECHANICS LIEN, STOP  
NOTICE, OR BOND RIGHT THEUNDERSIGNED HAS ON  
THE JOB OF:

Owner:

LOCATED AT:

Job Description:

TO THE FOLLOWING EXTENT: THIS RELEASE COVERS A  
PROGRESS PAYMENT FOR LABOR, SERVICES,  
EQUIPMENT OR MATERIAL FURNISHED TO:

THROUGH \_\_\_\_\_ (date), ONLY AND DOES  
NOT COVER ANY RETENTIONS RETAINED BEFORE OR  
AFTER THE RELEASE D/YTE; EXTRAS FURNISHED  
BEFORE THE RELEASE DATE FOR WHICH PAYMENT  
HAS NOT BEEN RECEIVED; EXTRAS OR ITEMS  
FURNISHED AFTER THE RELEASE DATE. RIGHTS BASED  
UPON WORK PERFORMED OR ITEMS FURNISHED

UNDER A WRITTEN CHANGE ORDER WHICH HAS BEEN  
FULLY EXECUTED BY THE PARTIES PRIOR TO THE  
RELEASE DATE ARE COVERED BY THIS RELEASE  
UNLESS SPECIFICALLY RESERVED BY THE CLAIMANT  
IN THIS RELEASE. THIS RELEASE OF ANY MECHANIC'S  
LIEN, STOP NOTICE, OR BOND RIGHT SHALL NOT  
OTHERWISE AFFECT THE CONTRACT RIGHTS,  
INCLUDING RIGHTS BETWEEN PARTIES TO THE  
CONTRACT BASED UPON A RESCISSION,  
ABANDONMENT, OR BREACH OF THE CONTRACT, OR  
THE RIGHT OF THE UNDERSIGNED TO RECOVER  
COMPENSATION FOR FURNISHED LABOR, SERVICES,  
EQUIPMENT, OR MATERIAL COVERED BY THIS  
RELEASE IF THAT FURNISHED LABOR, SERVICES,  
EQUIPMENT, OR MATERIAL WAS NOT COMPENSATED  
BY THE PROGRESS PAYMENT. BEFORE ANY RECIPIENT  
OF THE DOCUMENT REL4ES ON IT, SAID PARTY  
SHOULD VERIFY EVIDENCE OF PAYMENT TO THE  
UNDERSIGNED.

DATE: \_\_\_\_\_  
ABC Solar Incorporated

BY: \_\_\_\_\_  
Bradley Bartz, President  
24454 Hawthorne Blvd. Torrance, CA 90505

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT THE UNDERSIGNED HAS BEEN PAID IN FULL FOR ALL LABOR, SERVICES, EQUIPMENT OR MATERIAL FURNISHED TO:

Your Customer:

ON THE JOB OF:  
Owner:

LOCATED AT:  
Job Description:

AND DOES HEREBY WAIVE AND RELEASE ANY RIGHT TO A MECHANIC'S LIEN, STOP NOTICE, OR ANY RIGHT AGAINST A LABOR AND MATERIAL BOND ON THE JOB, EXCEPT FOR DISPUTED CLAIMS FOR EXTRA WORK IN THE AMOUNT OF \$\_\_\_\_\_, AND/OR THE FOLLOWING ITEMS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ DATE: \_\_\_\_\_

ABC Solar Incorporated  
BY: Bradley L. Bartz, President

\_\_\_\_\_  
(Signature)  
24454 Hawthorne Blvd Torrance, CA 90505

THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

## Chapter 27: The Labor Board - when employees cheat

This is another hard chapter to write. Really, I am not sure that I'll be happy by the time I finish these important lessons. I got burned, but there were lessons learned.

It is always with good intentions when you make the decision to hire someone. You are hiring because you have a deadline on a delivery item.

Well, good intentions might be a stretch. You need hands and you go get them in some cases. And sometimes they cheat.

CASE 1: The Lazy Salesman gets greedy

The first episode that comes to mind is a fight I'm currently engaged in with the Labor Board. There is a meeting on February 6, 2018 regarding a "salesperson". He is asking for \$8,370 in sales commission for something he did not sell or bring to the firm.

The Notice of Claim and Conference for the Labor Commission, State of California did not make me happy. But it wasn't unexpected either.

The first and key thing it note is the ex-employee has a right to use this process. The letter from the Labor Commission is clear that revenge is illegal, so I will not use this person's name. I have no reason to retaliate and would not consider that anyway. I mention it because the notice did.

As the business owner your job is to comply with the summons and be prepared for the conference. You have a choice to call your attorney or go it alone. I am still considering asking my attorney to attend, but eight-thousand is not enough to risk his fees. But I'm still considering.

My Client Management System (CMS) for ABC Solar is my first step for analyzing this employee's activities. Then I review and print all emails pertaining this this case and that I will present as evidence in our defense. I know he does not deserve his claim and I intend on proving it.

The first rule in sales:

Salespeople are the high paid, hardest workers  
Salespeople are the lowest paid, laziest workers

Can you guess what category of salesperson this knucklehead was?

My review of the CMS client call data shows these pitiful statistics:

Number of Call Records:	272
Number of Days:	232
Effort Per day:	1.17

I was sad when I looked at this. I admonished myself for letting this slug stay in the company. We now have "30 days, no sales? Hit the road" policy. We must limit time by lazy people in our teams.

Now I must show that this account was not sold by him or brought into the company by him. I must show that he is no way earned a salesman commission. As a salesman, you have to close the deal, and he did not do that.

In review of all documentation I was able to find in our files and our Client Management System, I can summarize the facts:

1. Our sales manager and I sold this account personally. Our CMS shows client ownership as Sales Manager entered in the client data to the system.

2. This is an inhouse client. The client was a direct referral from our roofing company. This is our regular sub-contracting roofing company for ABC Solar. The roofer and the Client have known each other since elementary school.

3. Notes taken by Mr. Lazy in our CMS show that he was involved in a training role and no note states he sold this account. The notes made by Mr. Lazy and all notes for target account are included in our evidence.

4. Bradley Bartz, working with Lou Blanchard sold this account as a team. Bartz worked tirelessly to create the bidding documents and plan for this client, including interactive excel spreadsheets for the client to make this investment choice.

5. Mr. Lazy made 272 notes in our contact system over the 232 days that he was involved with ABC Solar. A rate of 1.17 notes a day. This shows a dramatic lack of effort on the part of Mr. Lazy. He only made 4 notes about leaving messages to the client he claims.

6. Mr. Lazy was getting divorced during his tenure at ABC Solar. He needed the job to show the court he was stable but also did not want to make money so as to not pay child support.

7. Mr. Lazy did not bring any business to ABC Solar. The account that he did touch were inhouse leads or already sold by contract. He did not sell a thing. Not one thing. One thing I know about sales is that when you close the deal you jump up and down and do "the chicken dance". You also write it down. Here are Mr. Lazy's notes on the client in question.

11-02-2016- Neal 310-991-xxxx says they will wait for construction to be complete before deciding on solar for this project. -R 12621

10/31/2016- according to Neal 310-991-xxxx they are having a meeting today to discuss the solar proposals. -R 12621

10/26/2016- left message with Neal 310-991-xxxx asked about escrow closing and needs to get Dr. Piper to the job. -R 12621

10/17/2016- Neal said that he won't be doing his own home. No good way to hide the panels, and not a good roof application. -R 12621

10-17-2016 left Neal 310-991-xxxx a message regarding his projects. -R 12621

9/28/2016 Neal 310-991-xxxx is the contractor for current apartments at xxxxx and xxxxx Anza in Torrance. Neal would like a proposal for his house as well, current average electric bill is 300.00. We will be meeting him at 11:00 am in his office at xxxxx w. 237th #101 in Torrance Tuesday 10-4-2016 12621

Facts show that no eureka moment from Mr. Lazy on this job. Or any job during his time at ABC Solar. Did you read success in his notes?

My job now is to take any emotion out of the above and put it in a 3-ring binder with table-of-contents to present to the Labor Commission.

Wish me luck!

Do know that every time I get smacked I do change procedures to learn how to duck? Duck!

CASE 2: Office Manager runs shadow solar company

This one hurt on a personal level.

The last manager for ABC Solar was fired with extreme prejudice. He was selling solar projects for cash and using staff on off-the-book installations. He was using my license to pull permits and taking the cash. Fuck me.

This person was fully intertwined in the business. When we fired his ass, his departure did bring me back to full-time, so I could restore the company to glory, which, I am proud to say, I did.

I did prepare papers to file criminal charges against this employee. But, then a sense of history came to me and I knew that the negative energy generated from such a pursuit would side-track me from the positive energy that ABC Solar brings to me and stakeholders .

Then, six months later, a client called, and it turned out that ex-employee was hustling my universe again. I swatted him back again, and all has been quiet since.

I will have to leave this one for future judgment. In one sense teaching the ex-employee a lesson by filing criminal proceedings might prevent future abuse by him to others. On the other hand, over eight years of service he did bring a lot of value. I guess I'm a landlord that will let you pay rent next month or when you can.

CASE 3: Hired an asshole that immediately took vacation and then quit. Fuck me.

In Japan I ran a fast growing and funded internet company: [www.Japan.co.jp](http://www.Japan.co.jp). I hired a guy at a good wage and agreed benefits, including vacation time. But, I did not have a vesting time served to earn vacation time. He called me out. Took an immediate vacation. When he returned he collected a check and demanded more pay and quit. F. Me.

BURN.

The lesson there? Every employment contract must pay attention to the earning of wages and any benefits. This was a great learning experience.

CASE 4: Client Steals Staff

This was a case in which my employees cheated.

Again BURN.

Non-complete clauses with staff and clients should always be considered. Oh shoot there is more to this chapter.

Case 5# When employees steal, and you find out later

Look, sometimes businesses fail in a spectacular fashion. The moment before vacating an office the humans are gone, and it is only you left with old office equipment. It is a quiet, reflective and sad time.

Some of the monitors are still on and that Hollywood glow appears in the cubicles.

It's lonely. With 65 employees and 4 floors of a building, the collapse came quick. Then came the time to liquidate as much equipment as you can to, frankly, be able to eat. I wrote all about the Japanese government blacklist that took my company in Japan.co.jp: Hardhat Required.

As I sat in the second-floor web design department I started to boot some of the machines that were left on. My dulled senses awoke as I watched the computer bios come to life and tell me that it was 133hz. I sank. I knew I bought faster chips. I bought this web team the best available technology.

I opened the computer case and saw that the new chip had been replaced with a slower one.

Rats infest the ship with smiles and give you cheers to your beer on demand. Beware. Especially if your venture business goes under.

So, yes, Venture Business has its ups and downs. A certain "oh well" attitude must exist as you must move your venture and life forward.

But, in that "oh well" you learn to set new rules and procedures for employees. That is if you ever get over getting burned, burned baby burned.

The other grand reward about your employees that move on is that you have made them better. Not all are shmucks. Most, 95% or more, are really great people that deserve respect and I am grateful for their time on my projects.

I am hoping to grow beyond turnover and grow life-long, career employees. My systems in business are designed for growth and scale. That means more teams of three in Sales, Delivery and Administration that will meet more promises in more markets. The Venture Business Manual shows mistakes are the shovels to dig gold.

Go forth and make a business. Make a deal and delivery on the that promise. Keep notes in The Venture Business Manual and send me notes on new uses to Brad@Bartz.com. Thanks!!! I'm ready for my next steps and look forward to learning more and more. Peace ... out.

Result? At today's hearing on 2/6/2018 - In this case the person was rule not an employee and the Labor Board dismissed the case. He can now go to small claims court to pursue.

This saved me, for the time being:

ABC Solar Incorporated  
24454 Hawthorne Blvd  
Torrance, CA 90505  
1-310-373-3169  
Solar@ABCsolar.com  
#914346  
September 13, 2016

To Whom It May Concern:

This email is to confirm that \_\_\_\_\_ is a Solar Specialist and Salesperson at ABC Solar Incorporated.

\_\_\_\_\_ is an independent contractor who is servicing residential and commercial clients in Southern California for ABC Solar Inc.

\_\_\_\_\_ is on a commission structure ranging from 3% to 7% of the total sale price of a solar grid-tie photovoltaic system that he sold. 3% for in-house leads and 7% for \_\_\_\_\_ generated leads.

The average sale price for ABC Solar residential system is \$25,000.

ABC Solar was founded in 2000 and is a family owned and operated local Torrance, California business. We look forward to growing with Mr. Long a long and prosperous relationship.

I'll be glad to answer any more questions regarding \_\_\_\_\_'s employment.

Sincerely yours,

Bradley Bartz  
President  
1-310-241-1458 (Direct)

## ABC SOLAR PV AND ADVANCED BATTERY SYSTEM INSTALLATION AGREEMENT

Sold To: \_\_\_\_\_ Deliver TO: \_\_\_\_\_

Telephone/fax/email: \_\_\_\_\_

Description	Qty	Unit	Total
-------------	-----	------	-------

TOTAL

Cost of permits and required electrical/engineering certification fees, other fees, taxes and assessment related to transaction will be added on the final payment.

By signing this order Customer agrees to acquire an ABC SOLAR PV AND ADVANCED BATTERY SYSTEM. This system will contain the above equipment provided by ABC Solar, Incorporated (ABC Solar) upon the terms and conditions set forth in this Agreement.

Responsibilities of ABC Solar are limited by the terms and conditions of this Agreement which appear on other side or following pages.

Signed \_\_\_\_\_

Signed by: \_\_\_\_\_

Date: \_\_\_\_\_

ABC Solar Incorporated  
Bradley L. Bartz, President  
Date: \_\_\_\_\_

## AGREEMENT TERMS AND CONDITIONS

1) Delivery. ABC Solar shall use its best efforts to deliver and install the System to Customer by a mutually agreed date.

Customer bears all risk of loss or damage to the System after installation at the site. ABC Solar bears all risk of loss or damage to the System prior to delivery and installation at the delivery site. Installation schedules are on a 'best estimate' basis. ABC Solar shall not be liable for delays in obtaining any necessary permits or other default by reason of any occurrence or contingency beyond its reasonable control.

2) Payment and Work Schedule - Make all checks payable to: ABC Solar Incorporated.

Payment 1: Down payment due at Contract signing: \$1,000

Payment 2: Due when Plans approved and Permit issued: \$ \_\_\_\_\_

Payment 3 (Final Payment): Due when Final by City: \$ \_\_\_\_\_

ALL permit fees to be paid by Customer. ABC Solar will be responsible for application expenses.

Final Payment is made to ABC Solar upon final inspection of the Utility official and authorization for interconnection to the electric grid. Customer is to note here by initial that ABC Solar is being hired to design, permit, supply and install this solar electric system. As such the Customer acknowledges that ABC Solar has to pay its team as they finish their work. ABC Solar will provide you with conditional and final release documents with your payments.

Please Initial Here: \_\_\_\_\_

Our next steps after balance of payment are:

Submit Final Utility Rebate Paperwork  
Finalize Interconnection, Net-Metering and Turn on system  
Provide you with manuals and show you your system

Scope of Work: ABC Solar hereby proposes to furnish all materials and equipment, and perform all labor necessary to complete the following work at the Customer's address.

### 3) Advanced Battery System Details

Installation of:

Manufacturer:

Model number:

Installation of: Critical Load Panel and Solar Interface, mounting hardware, AC and DC power disconnects, and all required conduit, wire, and circuit breakers for this proposed system.

ABC Solar will also provide necessary equipment to monitor generation from the system through the Internet. ABC Solar will furnish wiring and connection to the Customer's Internet modem to facilitate such monitoring.

Installation Warranty:

10 Year warranty on labor.

10 Year service of manufacturer product warranties. Product warranties are provided by the manufacturer.

Please note the ABC Solar Warranty that of the manufacturers are 10 years or more and is meant to comply with the following:

SGIP Handbook 2017 - 4.2.1 All eligible technologies must be certified for safety by a nationally recognized testing laboratory (NRTL). An application may be submitted for a device that has not yet received certification from an NRTL if the certification process is underway, however proof of certification must be submitted at the latest with the Incentive Claim documents. Failure to submit proof of certification with the Incentive Claim documents will result in cancellation of the project.



If NRTL certification is not applicable for the technology type, it must be supported by a 10-year warranty as consistent with Rule 21 interconnection standards. In the event that Rule 21 interconnection standards or NRTL certification do not require a separate manufacturer's warranty, a single 10-year service warranty is sufficient. If Rule 21 interconnection standards or NRTL certification require a separate 10-year manufacturer's warranty in addition to the 10-year service warranty, then the obligation for dual warranties must be met by the project.

ABC Solar Incorporated is hereby authorized to furnish all material, equipment and labor required to complete the work described in the above proposal, for which the undersigned agrees to pay the amount stated in said proposal and according to the terms thereof.

ABC Solar will be responsible for labor or material costs required to correct deficiencies in the system at time of delivery to the Customer. Further, ABC Solar will assist the Customer in obtaining replacement equipment from the manufacturers if such replacements become necessary in the 10 year warranty period beginning at time system is interconnected and generation of energy commences.

Should Customer wish to make changes to the generating system after initial acceptance, a written change order will be required that will identify added costs of labor or materials. Customer will be responsible for such costs.

\_\_\_\_\_ (Initial Here for Change Order Understanding)

4) Rebates/Credits. ABC Solar will be responsible for submitting application to the Utility for a rebate. ABC Solar will assist Customer in filing income tax returns for Federal and/or state tax credits. Customer agrees to assist ABC Solar in its efforts to finish the rebate application process and collect the solar rebate from the Utility or other entity.

5) Notices. Any notice required or permitted to be sent under this Agreement shall be delivered by first class mail, to the addresses of the parties set forth in this Agreement. Notice so sent will be deemed effective when deposited in the mail, proper first-class postage prepaid.

6) Assignment. This Agreement shall be binding and inure to the benefit of the parties and their respective successors and assigns as permitted hereunder. This Agreement can be assigned by Customer upon prior written notice to the other party. ABC Solar may transfer this agreement in the event of the sale or change of ownership of ABC Solar

7) Enforcement. This order shall be governed by the laws of the State of California and subject to the exclusive jurisdiction of the courts therein. In any proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs incurred.

8) Entire Agreement. This Agreement contains the entire understanding between the parties, and supersedes all prior understandings or agreements, oral or written, between the parties. Customer acknowledges that any representations of ABC Solar, its employees or agents, either written or oral, which are not specifically included in this Agreement are not binding upon ABC Solar. This order can be amended only in a writing signed by both parties.

The undersigned (Customer) hereby certifies to the following statements:

The Customer has received, read, and understood a Notice Regarding Complaints and a Notice Regarding Liens. The Customer understands rights to require ABC Solar to furnish the Customer with a performance bond. If the Customer cancels this Agreement after equipment for the contracted system has been ordered, Customer will be responsible for any restocking charges incurred by ABC Solar Sum items, such as solar panels and inverters, that cannot be returned will become the property of

Customer per this Agreement. The Customer understands that cancellation of the Agreement after construction has begun, shall be deemed a material breach of this Agreement and entitles the ABC Solar to damages. All returned checks will be charged a \$50 processing fee.

Customer's signature \_\_\_\_\_

Date \_\_\_\_\_

#### Information for the Customer:

To preserve their rights to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are each required to provide you with a document called a "Preliminary Notice." Contractors and laborers who contract with owners directly do not have to provide such notice since you are aware of their existence as an owner. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to perfect their lien rights, a contractor, subcontractor, supplier, or laborer must file a mechanics' lien with the county recorder which then becomes a recorded lien against your property. Generally, the maximum time allowed for filing a mechanics' lien against your property is 90 days after substantial completion of your project.

#### TO INSURE EXTRA PROTECTION FOR THE CUSTOMER OR CUSTOMER PROPERTY, THE CUSTOMER MAY WISH TO TAKE ONE OR MORE OF THE FOLLOWING STEPS:

"(1) Require that ABC Solar supply customer with a payment and performance bond (not a license bond), which provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and performance bond as well as a copy of the construction contract should be filed with the county recorder for further protection. The payment and performance bond will usually cost from 1 to 5 percent of the contract amount depending on the contractor's bonding ability.

(2) Require that payments be made directly to subcontractors and material suppliers through a joint control. Funding services may be available, for a fee, in your area which will establish voucher or other means of payment to your contractor. These services may also provide you with lien waivers and other forms of protection. Any joint control agreement should include the addendum approved by the registrar.

(3) Issue joint checks for payment, made out to both contractor and subcontractors or material suppliers involved in the project. The joint checks should be made payable to the persons or entities which send preliminary notices to the Customer. Those persons or entities may have indicated that they have lien rights on property; therefore Customer may need protection. Taking this action will help to insure that all persons due payment are actually paid.

(4) Upon making payment on any completed phase of the project, and before making any further payments, require ABC Solar to provide Customer with unconditional "Waiver and Release" forms signed by each material supplier, subcontractor, and laborer involved in that portion of the work for which payment was made. The statutory lien releases are set forth in exact language in Section 3262 of the Civil Code. Most stationery stores will sell the "Waiver and Release" forms if your contractor does not have them. The material suppliers, subcontractors, and laborers that you obtain releases from are those persons or entities who have filed preliminary notices with you. If you are not certain of the material suppliers, subcontractors, and laborers working on your project, you may obtain a list from your contractor.

On projects involving improvements to a single-family residence or a duplex owned by the individuals, the persons signing these releases lose the right to file a mechanics' lien claim against your property. In other types of construction, this protection may still be important, but may not be as complete.

"To protect yourself under this option, you must be certain that all material suppliers, subcontractors, and laborers have signed the

""Waiver and Release"" form. If a mechanics' lien has been filed against your property, it can only be voluntarily released by a recorded ""Release of Mechanics' Lien"" signed by the person or entity that filed the mechanics' lien against your property unless the lawsuit to enforce the lien was not timely filed. You should not make any final payments until any and all such liens are removed. You should consult an attorney if a lien is filed against your property. California law requires that home improvement contractors notify customers of their right to reconsider and cancel a contract within three days. This form is provided to satisfy that requirement. "

#### Cancellation Notice:

\_\_\_\_\_ (Customer), hereby cancels the contract with ABC Solar Incorporated that was signed on \_\_\_\_\_. We certify that we are canceling the contract prior to the start of construction on the contracted solar electric system. We understand that the right to rescind expires at midnight on the day before construction of the contracted \_\_\_\_\_ system \_\_\_\_\_ begins. \_\_\_\_\_ For \_\_\_\_\_

Date

In order to cancel your contract with ABC Solar Incorporated, please complete this CANCELLATION PAGE, then FAX or mail this page to:

ABC Solar Incorporated  
24454 Hawthorne Blvd  
Torrance, CA 90505  
FAX 310 373 1836

This form must be FAXED or postmarked no later than the day construction of the contracted system begins.

This is a good example of An Articles of Incorporation. This is for Japan, but I like the detail of the document.

ABC Solar Japan Kabushiki Kaisha

## ARTICLES OF INCORPORATION

### Chapter1 General Provisions

#### Article 1 (Trade Name)

ABC Solar Japan Kabushiki Kaisha

The name of the Company shall be "ABC Solar Japan Kabushiki Kaisha" and shall be rendered in English as "ABC Solar Japan Kabushiki Kaisha".

#### Article 2 (Business Objectives)

The Business objectives of the company shall be as follows.

To engage in the promotion, design, sales, installation, maintenance and operations of natural energy systems

To engage in the generation, management, operation, supply and sale of electric power by natural energy

To publish natural energy and related books and publications

Any other business or activities related to or connected with business or activities described above

to engage in the sales of second hand products

to engage in the lease of the products

to engage in the debt collection

to engage in the design, develop, manufacture, sales and lease of the computer software and related hardware

to engage in the wholesale and retail of products

to engage in the develop, import and export of the natural energy related products

#### Article 3 (Location of Head Office)

The head office of the Company shall be located in Minato-ku, Tokyo.

#### Article 4 (Method of Public Notice)

The public notices by the Company shall be given by publication in the Official Gazette (Kanpo).

### Chapter2 Shares

#### Article 5 (Number of Shares authorized to be issued)

1,000,000

The total number of authorized shares of the Company shall be one million (1,000,000).

#### Article 6 (Restriction of Transfer of Shares)

It shall be necessary to obtain the approval of the general meeting of shareholders in order to acquire shares (through transfer) issued by the Company.

#### Article 7 (Basis Date)

The shareholders with voting rights and recorded in the list of shareholders at the end of each business year may use their voting rights at the ordinary general meeting of shareholders.

In addition to the case provided for in the preceding paragraph, if necessary, the shareholders or pledgees recorded in the list of shareholders on a given date may, by giving prior public notice thereof, use their rights.

### Chapter3 General Meeting of Shareholders

#### Article 8 (Convocation)

Ordinary general meeting of shareholders of the Company shall be convened within three (3) months from final day of each business year, and extraordinary general meeting of shareholders shall be convened whenever necessary.

Notice of a general meeting of shareholders shall be sent to each shareholder at least three (3) days prior to the date set for such meeting, except as otherwise agreed by all the shareholders.

#### Article 9 (Convocation Right and Chairperson)

Unless otherwise stipulated by law, the convocation of general meeting of shareholders shall be decided by the President of the company. The President shall preside as chairperson at general meetings of shareholders. If the President of the Company is unable to preside at a general meeting of shareholders due to an accident or other reason, other Director of the Company, according to the order previously determined, may convene the general meeting of shareholders.

#### Article 10 (Method of Adopting Resolutions)

Unless otherwise required by laws, resolutions at general meetings of shareholders shall be made by a majority of the votes of the shareholders present at the meeting where a majority of the shareholders with voting rights are present.

### Chapter4 Directors

#### Article 11 (Number of Directors)

The company shall have at least one Director.

#### Article 12 (Election of Directors)

The resolution for election of Directors shall be made at a general meeting of shareholders by a majority of the vote of the shareholders present who hold shares representing one-third (1/3) or more of the voting rights of shareholders entitled to exercise voting rights.

The election of Directors shall not be made by cumulative voting.

#### Article 13 (Terms of Office of Directors)

The term of office of Directors shall expire at the close of the general meeting of shareholders to be held with regard to the business year ending within ten (10) years after the election.

The term of office of any Directors elected to fill a vacancy or as an additional Director shall expire at the same time as the term of office of the previous Director or the other Directors.

#### Article 14 (Representative Director)

In case the Company has more than one Director, Directors shall, by a vote among them, choose one Representative Director.

#### Article 15 (Directors with Special Titles)

In case the Company has more than one (1) Director, the Representative Director shall be a President-Director. In case the Company has one (1) Director the Director shall be a President-Director.

#### Article 16 (Remuneration of Directors)

The financial benefits received from the Company as a consideration for the execution of the duties, such as remunerations and bonuses of Directors shall be determined by resolution at the general meeting of shareholders.

## Chapter5 Company Auditors

### Article 17 (Number of Company Auditors)

The Company shall have one (1) or more Company Auditors.

### Article 18 (Elections of Company Auditors)

### Article 19 (Terms of Office of Company Auditors)

The term of office of Company Auditors shall expire at the close of the general meeting of shareholders to be held with regard to the business year ending within ten (10) years after the election.

The term of office of any Company Auditors elected to fill a vacancy shall expire at the same time as the term of office of the previous Company Auditor.

### Article 20 (Remuneration of Company Auditors)

The financial benefits received from the Company as a consideration for the execution of the duties, such as remunerations and bonuses of Company Auditors shall be determined by resolution at the general meeting of shareholders.

## Chapter6 Accounting

### Article 21 (Business Year)

Each business year of the Company shall begin on the first day of September of each year and end on the 31st day of August of the next year.

### Article 22 (Dividends of Surplus)

Dividends shall be paid to shareholders or registered pledgees that appear on the shareholders' registry as of the last day of each business year.

The Company shall be released from any obligation to pay dividends if such dividends are not collected by the respective shareholders or registered pledgees within three (3) years from the date on which the payment of such dividends is first offered.

## Chapter7 Supplementary Provisions

### Article 23 (Value of Property to be Contributed at the Incorporation and the Lower Limit Thereof)

The lower limit of the value of property to be contributed at the incorporation shall be five hundred yen (¥500).

### Article 24 (First Business Year)

The first business year of the Company shall begin on the date of incorporation of the Company and end on the 31st day of August, 2013.

### Article 25 (Directors and Company Auditors at Incorporation)

The Directors and Company Auditors at Incorporation of the Company shall be as follows.

Director at Incorporation:	Bradley L. Bartz
Director at Incorporation:	Tetsuro Nishida
Company Auditor at Incorporation:	Tomoko Sakai

### Article 26 (Representative Director at Incorporation)

The Representative Director at Incorporation of the Company shall be as follows.

Representative Director at Incorporation: Tetsuro Nishida

### Article 27 (Name and Address of Promoter and Number of Shares to be Subscribed)

The name and address of the promoter of the Company and the number of share subscribed are as follows: 1,000

Address

Kokusai Bldg. 9th floor, 1-1,  
Marunouchi 3-chome,  
Chiyoda-ku, Tokyo

Name

Yugen Kaisha Tokyo Kyodo

Accounting Office

Shares to be subscribed One thousand (1,000)  
ordinary shares

Article 28 (Application of Laws)

The matters not provided for in these Articles of Incorporation shall be fully governed by the provisions of the Companies Act or such other laws and regulations as may apply.

In order to incorporate ABC Solar Japan Kabushiki Kaisha, these Articles of Association that are electric records have been created and electrically executed by

Tokyo Kyodo Judicial Scrivener Office.

10 October, 2012

Kokusai Bldg. 9th floor, 1-1, Marunouchi 3-chome, Chiyoda-ku,  
Tokyo, Japan

Promoter

Yugen Kaisha Tokyo Kyodo Accounting Office

Director, Ryutaro Uchiyama

The above promoter's preparer of Article of Association by proxy

Kokusai Bldg. 9th floor, 1-1, Marunouchi 3-chome,  
Chiyoda-ku, Tokyo, Japan

Tokyo Kyodo Judicial Scrivener Office  
Member, Rika Kondo

Registration No. 11-00217

## Chapter 28: The Close

Thank you for your time and consideration of The Venture Business Manual. It is my hope the you found a nugget or two of new knowledge to try. I hope you find success in your venture business or in your understanding of what entrepreneur's face.

A lot of things interest me and they all seem to rotate around business ideas that I do to take effort in executing. Or at least trying an idea to see if a market reacts.

What this book hoped to tell you was:

Faces matter. The clients. Yours the Japanese version of delivering on your promise because that "saves face".

Keeping a track of everything helps when you need it. CRM baby.

Never be held hostage by knowing how to edit your own website.

Sales is a process of contact - paper - contact - close.

Woven into this book are a few of the businesses that do feed my family, namely ABC Solar Incorporated. Learn more at [www.ABCsolar.com](http://www.ABCsolar.com). I have solved this business and continually refine its business operating manual. Help me bring solar to your home and neighborhood.

The key documents are a bonus too. Use this Non-Disclosure Agreement or write your own. If you are mature enough to understand your business you can write sensible agreements with your clients, vendors, employees and stakeholders.

Keep up your health and keep eating. You need to be around to have that chance of making the sale that will save your business. Extraordinary efforts are made to keep your Venture Business open for business. Keep it up. Never give up and never surrender. It may sound cliché and it is. But it is the mother of all advise. Good Luck out there!!!

## ABOUT BRADLEY BARTZ

Bradley Bartz is a 52-year old entrepreneur who has founded and operated companies on three continents. Today, Mr. Bartz leads one of California's leading solar energy businesses - ABC Solar Inc.

Founded in December 2000, ABC Solar is focused on residential and commercial grid-tie solar systems. Its website at [www.ABCsolar.com](http://www.ABCsolar.com) is an excellent representation of Mr Bartz' solar system designs and site installations. Prior to ABC Solar, Mr Bartz lived in Japan from 1989 to 2000, where he founded the Internet Access Center K.K. (IAC) in Tokyo Japan.

At its inception in 1991, IAC became the first commercial internet company in Japan. Through IAC, Mr. Bartz sold website design services and advertising services to Coca-Cola Japan, Budweiser Japan, Toyota, Honda, Citibank and many other leading brand names from Japan, Europe and the US.

In early 2000, Mr Bartz sold IAC to a group of local investors, before buying back key assets in 2004, such as [Jmail.co.jp](http://Jmail.co.jp) - which to this day continues to provide email services to Japanese internet users.

Upon returning to the US in late 2000, Mr. Bartz established ABC Solar as a new high tech venture in his home town of Los Angeles. By calling upon his extensive business contacts in Japan, Mr. Bartz was able to accelerate his supply chain development by establishing key relationships with Japanese suppliers. In addition, IAC's flagship domain - [Japan.co.jp](http://Japan.co.jp) - is being used to promote ABC Solar Applications in Japan.

In 1997, in a separate development Mr. Bartz spun off his high technology news media operations that had been based in Japan and moved operations to Sydney, Australia under new management as the Space Media Network. Today, Mr. Bartz remains a minority shareholder providing software development



to Space Media Network's proprietary Oracle-based content management system.

Space Media Network in turn provides ABC Solar with trade media support via its energy titles such as [www.SolarDaily.com](http://www.SolarDaily.com) and its industry leading masthead [Spacedaily.com](http://Spacedaily.com). With a combined audience of over 100,000 readers these trade publications regularly feature ABC Solar news, advertising and product promotions.

The first corporate venture of Mr. Bartz was Telemarketing Visions Institute, Inc., a 501(c)(3) not-for profit that he founded in 1986 to teach blind folks how to sell on the telephone. Mr. Bartz successfully placed blind students in companies like IBM. IBM also donated talking computers to TVI in 1986 which gave Mr. Bartz the foundation for his Japanese Internet ventures. Mr. Bartz also taught blind people in Japan these telemarketing skills.

Mr. Bartz is married to a Japanese national and has two children, Bradley Jr. 25 and Marie 23. He lives in Rancho Palos Verdes, California and is active members of the local community via various school and community organizations.

Books by Bradley Bartz available on Amazon.

Japan.co.jp: Hardhat Required

Solar Rights Act 2018: California Rules for Solar Energy Systems

Shanghai Walks Japan Talks

Solar Bible 2018

Amtrak Across America

Life in 2017

The Beer Bus to Totality

Yosemite in Spring

Scooterboy: 1st Internet Comic Book

Startup in the Land of the Rising Sun: A Japanese Solar (ad)Venture

The Last Pen - (in progress)

Roppongi Girl - (in progress)

Gaijin.co.jp - A Japan Picture Collection

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