

Certified Decking Systems Program Enrollment

Form

Updated 4/11



*Quality You Can Trust...From
North America's Largest Roofing Manufacturer!™*



ENROLLMENT BOOKLET



Inspired
By Nature.
Built To Last.

www.gaf.com

**Certified
DuraLife**

Decking System Installer

Company: _____

GAF Decking Systems

Territory Manager: _____

New Enrollment Renewal, Certification #: DC _____

GAF DECKING SYSTEMS CERTIFIED PROGRAM™ APPLICATION FORM

Enrollment Requirements

Please fill out all of the information in this application to be considered for enrollment in the GAF Decking Systems Certified Program™ (the "Program").

Company Name		Key Contact	
DBA			
Street Address		Business Telephone	
		Business Cell Phone Number	
City, Province		Business Fax	
Postal Code		Business E-mail	
Mailing Address, if address is different from street address (i.e. Post Office Box, etc):			

Key Personnel	Title
1.	
2.	
3.	

Choose Program Enrollment Kit Type...

Many of the Program materials are available in English and in Spanish. Please indicate which type of materials you would like to receive in your introductory kit:

<input type="checkbox"/> English and Spanish Materials	<input type="checkbox"/> English ONLY Materials
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Company Profile...

Has your company changed ownership in the last three years? No Yes

Have any owners or officers started or been involved in bankruptcy proceedings? No Yes

Are there currently any liens or suits pending against your firm? No Yes

Have any business-related checks been returned for insufficient funds within the past year? No Yes

Note: If "yes" to any of the above, please attach a statement describing circumstances

Are you currently in good standing with your local Better Business Bureau? No Yes

Are you currently in good standing with your local State Consumer Affairs? No Yes

Do you have required insurance required in the GAF Decking Systems Certified Program Agreement (provide required documents). No Yes

Note: If "no" to any of the above, please attach a statement describing circumstances

State Sales Tax Identification Number...

The following states require a sales tax I.D. number: Connecticut, Iowa, Michigan, New Jersey, New York, Texas, and West Virginia. If you operate in one of these states, please include your sales tax identification number below:

Sales Tax Identification Number: _____

Bank Reference...

Bank Name		Contact	
Address		City, State	
Phone		Zip Code	

Business Reference...

Contact Business Name		Contact	
Address		City, State	
Phone		Zip Code	

Previous GAF Program Experience...

Have you previously ever been enrolled in the GAF Decking Systems Certified Program? No Yes

- If yes, please list last date you were enrolled? _____

Are you currently enrolled in any other manufacturer's program? No Yes

- If yes, please list _____

Dealer Authorization/Certification:

I hereby give GAF Materials Corporation ("GAF") permission to utilize the references I have provided to evaluate my Application for the Program. I also authorize GAF to access my credit information.

I certify that the information in this Application is accurate to the best of my knowledge.

Dealer Representative Signature _____ Date _____

Print Name _____ Title _____

GAF Representative Certification/Authorization:

As a GAF representative, I verify to the best of my ability that the information provided in this Application is accurate and truthful, and I have confirmed that the Dealer is current and in good credit standing.

GAF Representative Signature _____ Terr. # _____ Date _____

Print Name _____

Final Approval - Corporate HQ (Wayne, NJ) _____

A GAF Corporate Representative must approve all applications

Step 2

Review and Acknowledge Program Requirements*

GAF DECKING SYSTEMS CERTIFIED PROGRAM™ REQUIREMENTS

GAF Decking Systems Certified Dealer™ Program Requirements: The following Requirements must be met for each Dealer prior to enrollment in the Program and maintained during Dealer's enrollment in the Program	Criteria
Minimum Years In Business	3
Properly Licensed and Insured – please provide GAF with copies of licenses (if applicable) and certificates of insurance evidencing the following coverage with terms and conditions specified in the GAF Decking Systems Certified Program Agreement: <ul style="list-style-type: none"> • General Liability • Workers Compensation 	Yes
Good Credit Rating	Yes
Satisfactory Rating with Better Business Bureau	Yes
Satisfactory Rating with State Consumer Affairs Department	Yes
Additional Requirements <i>The additional requirements must be met within the first 12 months of participation in the Program</i>	Criteria
GAF Decking Systems must be either the #1 or #2 Brand of decking and railing products sold at each Dealer Location enrolled in the Program	GAF Decking Systems must be either the #1 or #2 brand of decking and railing products sold at each Dealer Location enrolled in the Program
Visual display of GAF Decking System's Products at each Dealer Location enrolled in the Program <ul style="list-style-type: none"> • DuraLife™ Natural Grain Collection • DuraLife™ Siesta™ Collection • RailWays® Universal Railing Collection 	Dealer must have all three parts of the system prominently shown at each Dealer Location enrolled in the Program.
Complete Training Requirements	At least two representatives of each Dealer Location enrolled in the Program, including at least one sales person, must complete required training, as provided by GAF.
Business Plan Meetings	At least one representative of each Dealer Location enrolled in the Program shall meet with GAF, at GAF's request, at least once per quarter, to discuss the Dealer's business plan.
Minimum Annual Warranty Count	Each Dealer Location enrolled in the Program must purchase from GAF and resell at least 10 GAF Decking Systems Smart Choice® System Plus Limited Warranties on a contract year basis to GAF Certified Decking Systems Installers

GAF DECKING SYSTEMS CERTIFIED PROGRAM™ AGREEMENT

This Agreement is made as of [REDACTED], 20[REDACTED] (the “Commencement Date”) by and between Building Materials Corporation of America d/b/a GAF Materials Corporation (“GAF”) with an address at 1361 Alps Road, Wayne, NJ 07470 and [REDACTED] (the “Dealer”) with an address at [REDACTED] (the “Dealer Location”).

WHEREAS GAF is a manufacturer of certain decking and rail products and sells the GAF Decking Systems Smart Choice™ System Plus™ Limited Warranty;

WHEREAS GAF has established a program called the GAF Decking Systems Certified Program™ (the “Program”) pursuant to which certain qualifying Dealers of GAF Decking Systems Products shall have the limited right to use the designation GAF Decking Systems Certified Dealer™, select certain qualifying contractors to have the limited right to use the designation GAF Certified Decking Systems Installer™ (the “GAF Certified Decking Systems Installer”) and purchase from GAF and resell the GAF Decking Systems Smart Choice™ System Plus™ Limited Warranty and any other warranties that GAF may offer under the Program (the “Warranties”) to the GAF Certified Decking Systems Installers for subsequent resale to property owners in the United States or Canada;

WHEREAS GAF and Dealer desire that Dealer Location referenced above become a member of the Program;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound, do hereby agree as follows:

1. TERM. The initial term of this Agreement shall be for one year from the Commencement Date and thereafter shall automatically renew for successive one year terms unless Dealer or GAF, at least thirty (30) days prior to the commencement of any such one-year renewal term, shall give written notice to the other party electing to terminate this Agreement at the expiration of the initial term or any such one year renewal term, as the case may be; provided, however, that this Agreement may be terminated at any time as provided in Section 8.

2. ENROLLMENT REQUIREMENTS. Dealer represents and warrants that, with respect to the Dealer Location, it meets each of the enrollment requirements set forth on the GAF Decking Systems Certified Program Application Form previously provided to Dealer and incorporated by reference herein.

3. PROGRAM REQUIREMENTS. Dealer covenants that, with respect to the Dealer Location, it meets or shall meet, as applicable, each of the Program requirements set forth on the GAF Decking Systems Certified Program Requirements form previously provided to Dealer and incorporated by reference herein.

4. CERTIFIED DECKING SYSTEMS INSTALLERS.

- a. Dealer shall enroll up to ten (10) qualified contractors as GAF Certified Decking Systems Installers in accordance with this Section 4. Selected contractors shall have the limited right to use the designation GAF Certified Decking Systems Installer and to resell the Warranties to property owners.
- b. Dealer may enroll only those contractors meeting the criteria set forth on the GAF Decking Systems Certified Program Requirements form previously provided to Dealer and incorporated by reference herein.
- c. Dealer and GAF shall enter into a GAF Certified Decking Systems Installer Agreement with each GAF Certified Decking Systems Installer in the form attached hereto as Exhibit A and incorporated by reference herein. Within fifteen (15) days of enrolling a GAF Certified Decking Systems Installer, Dealer shall register with GAF such GAF Certified Decking Systems Installer by providing to GAF the name, address, telephone and email address of the GAF Certified Decking Systems Installer, copies of licenses (if applicable), and certificates of insurance in compliance with the terms of the GAF Certified Decking Systems Installer Agreement. In addition, no later than the renewal date of any insurance policies required by the GAF Certified Decking Systems Installer Agreement, Dealer shall supply GAF with copies of certificates of insurance in compliance with the GAF Certified Decking Systems Installer Agreement. Dealer shall also immediately notify GAF of receipt of any written notice of cancellation, termination or adverse material change in such insurance.
- d. Only those GAF Certified Decking Systems Installers registered with GAF shall be eligible to issue Warranties
- e. Dealer shall provide all information as may be requested by GAF.
- f. GAF shall have the right at any time, in its sole discretion, with or without cause, to terminate any GAF Certified Decking Systems Installer.

5. TRADEMARKS. For the initial term and any renewal term of this Agreement GAF grants Dealer a limited, non-exclusive, non-transferable, royalty free right and license to use the expression “GAF Decking Systems Certified

Dealer™” (the “GAF Dealer Mark”). Dealer may use the GAF Dealer Mark to promote the GAF Decking Systems Certified Program and GAF Decking Systems products and at all times in a manner that reflects favorably upon GAF, the GAF Dealer Mark, and the Program. Dealer shall at no time engage in deceptive, misleading or unethical practices or conduct or perform any other act that may have a negative impact on the reputation or goodwill of GAF or the GAF Dealer Mark. Dealer shall use the GAF Dealer Mark in accordance with any guidelines that may be issued from time to time by GAF.

6. WARRANTY RESALE RIGHTS. For the initial term and any renewal term of this Agreement, GAF shall provide to Dealer the right to purchase from GAF and resell to the GAF Certified Decking Systems Installers the right to sell the Warranties to property owners in the United States or Canada.

7. WARRANTIES SOLD TO CERTIFIED DECKING SYSTEMS INSTALLERS. All sales or other transfers of Warranties by Dealer to Certified Decking Systems Installers must be reported to GAF within five (5) business days of the sale in a manner approved by GAF.

8. TERMINATION.

- a. GAF shall have the right to terminate this Agreement at any time effective immediately, with or without cause, by providing written notice to Dealer. Upon termination or expiration of this Agreement all rights granted hereunder shall immediately terminate and:
 - (i) Dealer shall immediately cease holding itself out as a GAF Decking Systems Certified Dealer and using the GAF Dealer Mark,
 - (ii) Dealer shall immediately cease selling or otherwise transferring Warranties,
 - (iii) Dealer shall terminate all GAF Certified Decking Systems Installer Agreements,
 - (iv) GAF shall determine, in its sole discretion, the number of days, if any, that Dealer shall have to sell or otherwise transfer its remaining Warranties, and
 - (v) Dealer shall immediately return any materials (other than Product) provided to it by GAF in connection with the Program to GAF Materials Corporation, 1361 Alps Road Attn: CCP 11/1, Wayne, NJ 07470.

- b. GAF and Dealer shall each have the right to terminate any GAF Certified Decking Systems Installer Agreement at any time effective immediately, with or without cause, by providing written notice to the GAF Certified Decking Systems Installer. Upon termination or expiration of any GAF Certified Decking Systems Installer Agreement:
 - (i) The GAF Certified Decking Systems Installer shall immediately cease holding itself out as a GAF Certified Decking Systems Installer and using the GAF Installer Mark,
 - (ii) GAF shall determine, in its sole discretion, the number of days, if any, that GAF Certified Decking Systems Installer shall have to sell or otherwise transfer and register its remaining Warranties,
 - (iii) The GAF Certified Decking Systems Installer shall immediately return any materials (other than Product) provided to it by Dealer or GAF in connection with the Program to GAF Materials Corporation, 1361 Alps Road Attn: CCP 11/1, Wayne, NJ 07470, and
 - (iv) Dealer shall immediately cease selling or otherwise transferring Warranties to the GAF Certified Decking Systems Installer

9. INDEMNIFICATION. Dealer agrees that it shall be liable for, and shall indemnify, defend and hold harmless GAF, its affiliates and their respective shareholders, employees, officers, directors, and agents (the “GAF Parties”) from and against any and all liabilities, damages and claims for damages, suits, proceedings, recoveries, judgments, executions, losses, costs, penalties, fines, consequences and expenses (including, but not limited to, litigation costs and expenses and reasonable attorneys' fees, as well as such costs, expenses and fees as may be incurred by the GAF Parties in establishing and enforcing its right to indemnification hereunder) which may be made, had, brought or recovered against the GAF Parties arising from or related to (a) the performance, non-performance or improper performance of obligations under this Agreement by Dealer, its agents or employees; (b) the performance, non-performance or improper performance of obligations under the GAF Certified Decking Systems Installer Agreement by a GAF Certified Decking Systems Installer selected by Dealer, its agents or employees; (c) the negligence, gross negligence or the willful misconduct or misrepresentation by Dealer, its agents or employees, or any GAF Certified Decking Systems Installer selected by Dealer; (d) any breach of this Agreement by Dealer, its agents or employees; (e) any breach of the GAF Certified Decking Systems Installer Agreement by a GAF Certified Decking Systems Installer selected by Dealer, its agents or employees.

10. INSURANCE. Dealer, at its sole cost and expense, shall procure and maintain in full force and effect during any term of this Agreement, the following types of insurance and in the amounts indicated:

- (a) Commercial General Liability Insurance: written on an occurrence basis, including coverage for premises liability, contractual liability, and products liability, for bodily injury and property damage, with limits of at least \$1,000,000 per occurrence.
- (b) Worker's Compensation: statutory worker's compensation benefits or local equivalent, covering Dealer and all of Dealer's employees (including principals), representatives and agents.

All insurance required to be maintained under this Agreement and any amendments thereto shall be written with insurers reasonably acceptable to GAF, and such insurers shall endeavor to provide the GAF Parties with thirty (30) days written notice of cancellation, termination or adverse material change in such insurance.

No less than five (5) business days prior to the effective date of this Agreement, Dealer shall furnish GAF's representative with original certificates of insurance evidencing the above insurances. The certificates of insurance shall show the GAF Parties as "certificate holders". No later than the renewal date of any insurance policies required by this Agreement, Dealer shall supply GAF's representative with new, original certificates of insurance in compliance with the terms of this Agreement.

- 11. CONFIDENTIALITY.** During the initial term and any renewal term of this Agreement and after its expiration or termination, Dealer shall keep confidential the details of the Program, and any other information about GAF's operations obtained as a result of Dealer's participation in the Program. Any such confidential information shall be used only for Dealer's operation of its business under this Agreement, and Dealer shall divulge such confidential information and material only to its employees, subcontractors or agents (collectively, "Representatives") who need to know such information so that Dealer may comply with the Program, provided that Dealer shall remain liable for any disclosure by and of its Representatives.
- 12. COMMUNICATIONS AND WEBSITE.** Dealer agrees and acknowledges that through membership in the Program, Dealer consents to receive marketing and commercial communications and messages from GAF and third parties in any form or channel of communication, including, but not limited to mail, email, fax or text message. Dealer fully and completely releases any and all claims it may have had in the past or may have in the future based on its receipt of marketing communications from GAF or third parties. In addition, membership in the Program requires Dealer to permit GAF (but not be obligated) to include Dealer's name, address, and telephone number on any website owned by GAF or a third party at GAF's sole discretion.
- 13. COMPLIANCE WITH LAWS.** Dealer agrees to comply with CAN-SPAM and all other applicable email, fax and text laws when communicating regarding this Program. In addition, Dealer agrees to comply with all applicable laws in carrying out its obligations under this Agreement.
- 14. PRIVACY.** Any information collected in connection with this Program shall be governed by GAF's Privacy Policy, which can be located at <http://www.gaf.com/Corporate-Information/Privacy-Policy.asp>
- 15. INDEPENDENT CONTRACTORS.** **The parties hereto agree and hereby acknowledge that at all times Dealer will be functioning as an independent contractor, and that Dealer is neither an agent, legal representative nor franchisee of GAF for any purpose whatsoever. The parties hereto further agree that Dealer has no express or implied right of authority to assume or create any obligation or responsibility for or on behalf of GAF or to bind GAF in any manner.**
- 16. GOVERNING LAW; REMEDIES.** This Agreement shall be interpreted and construed under the internal, substantive laws of the State of New York U.S.A. for agreements to be wholly performed therein, except with respect to its choice of law provisions. All remedies under this Agreement shall be cumulative and not exclusive. The parties hereby unconditionally and irrevocably agree to submit to the exclusive jurisdiction and venue of the federal and state courts sitting in the State of New York, USA, for proceedings arising out of or relating to the interpretation or enforcement of this Agreement. The parties hereby unconditionally and irrevocably waive any objections that they may now or in the future have to such jurisdiction and venue, including, but not limited to, objections by reason of lack of personal jurisdiction, improper venue or inconvenient forum.
- 17. NOTICE.** Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, return receipt requested, (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

If to GAF

GAF Materials Corporation
1361 Alps Road
Wayne, NJ 07470
Attn: CCP Department 11/1

With a copy to

GAF Materials Corporation
1361 Alps Road
Wayne, NJ 07470
Attn: Legal Department

If to Dealer

Attn: _____

- 18. ASSIGNMENT.** The rights, privileges and obligations of membership in the Program are granted only to Dealer and are not assignable or transferrable in any manner, to any other person or entity, without the express written consent of GAF, which may be given or withheld in GAF's sole discretion.
- 19. SURVIVAL.** The following provisions of this Agreement shall survive expiration or termination of this Agreement: 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20.
- 20. MISCELLANEOUS.** This Agreement along with the GAF Decking Systems Certified Program Application Form, GAF Decking Systems Certified Program Requirements and Exhibits constitute the entire, full and complete agreement between the parties hereto concerning the subject matter hereof, and supersede all prior agreements between the parties, whether written or oral. No amendment, change or variance from this Agreement shall be binding on the parties hereto unless agreed to in writing by GAF. Notwithstanding anything to the contrary herein, GAF reserves the right to modify the Program, this Agreement, the GAF Decking Systems Certified Program Application Form, GAF Decking Systems Certified Program Requirements, Exhibits and/or the Warranties at any time in its sole discretion.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement, effective as of the date first above written.

GAF MATERIALS CORPORATION

DEALER:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

GAF Certified Decking Systems Installer™

Company Name		Key Contact	
DBA			
Street Address		Business Telephone	
		Business Cell Phone Number	
City, Province		Business Fax	
Postal Code		Business E-mail	
Mailing Address, if address is different from street address (i.e. Post Office Box, etc):			

Key Personnel	Title
1.	
2.	
3.	

Choose Program Enrollment Kit Type...

Many of the Program materials are available in English and in Spanish. Please indicate which type of materials you would like to receive in your introductory kit:

<input type="checkbox"/> English and Spanish Materials	<input type="checkbox"/> English ONLY Materials
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EXHIBIT A

GAF CERTIFIED DECKING SYSTEMS INSTALLER™ AGREEMENT

This Agreement is made as of _____, 20____ (the “Commencement Date”) by, between and among (“Dealer”) _____ with an address at _____, (the “GAF Certified Decking Systems Installer™” or “Installer”) _____ with an address at _____ and Building Materials Corporation of America d/b/a GAF Materials Corporation (“GAF”) with an address at 1361 Alps Road, Wayne, NJ 07470.

WHEREAS GAF has established a program called the GAF Decking Systems Certified Program™ (the “Program”) pursuant to which certain qualifying Dealers of GAF Decking Systems Products shall have the limited right to use the designation GAF Decking Systems Certified Dealer™, select certain qualifying contractors to have the limited right to use the designation GAF Certified Decking Systems Installer and purchase from GAF and resell the GAF Decking Systems Smart Choice™ System Plus™ Limited Warranty and any other warranties that GAF may offer under the Program (the “Warranties”) to the GAF Certified Decking Systems Installers for subsequent resale to property owners in the United States or Canada;

WHEREAS Dealer is a member of the Program;

WHEREAS Dealer desires that contractor be designated as a GAF Certified Decking Systems Installer and be eligible to resell the Warranties to property owners;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound, do hereby agree as follows:

1. **Term.** The initial term of this Agreement shall be for one year from the Commencement Date and thereafter shall automatically renew for successive one year terms unless Dealer, GAF, or Installer, at least thirty (30) days prior to the commencement of any such one-year renewal term, shall give written notice to the other parties electing to terminate this Agreement at the expiration of the initial term or any such one year renewal term, as the case may be; provided, however, that this Agreement may be terminated at any time as provided in Section 6 of this Agreement.
2. **Program Requirements.** GAF Certified Decking Systems Installer covenants that it meets or shall meet, as applicable, the following Program requirements:

GAF Certified Decking Systems Installer Requirements:	Criteria
The following Requirements must be met for each contractor prior to enrollment in the Program and maintained during contractor’s enrollment in the Program	
Minimum Years In Business	3
Properly Licensed and Insured – please provide copies of license (if applicable) and certificates of insurance to Dealer and GAF evidencing the following coverage with terms and conditions specified in the GAF Certified Decking Systems Installer Agreement: <ul style="list-style-type: none"> • General Liability • Workers Compensation 	Yes
Good Credit Rating	Yes
Satisfactory Rating with Better Business Bureau	Yes
Satisfactory Rating with State Consumer Affairs Department	Yes
Additional Requirements	Criteria
<i>The additional requirements must be met within the first 12 months of participation in the Program</i>	
Complete Training Requirements	At least two representatives of each GAF Certified Decking Systems Installer enrolled in the Program, including the primary installer, must complete required training, as provided by GAF
Warranty Registration	Must register warranties within 30 days of installation
Install GAF Decking Systems Products	Install a minimum of two (2) GAF Decking Systems jobs on an annual basis (or a minimum of 1000 ln ft of GAF Decking Products)
ProField Guide Review and Testing	At least two representatives of each Certified Decking Systems Installer, including the primary installer, must pass the GAF Decking Systems ProField Guide test

3. Participation.

(a) GAF Certified Decking Systems Installer may purchase the Warranties from Dealer for resale to property owners in the United States or Canada.

(b) GAF Certified Decking Systems Installer agrees to sell the Warranties only to property owners in the United States or Canada for whom it has installed GAF products covered by the Warranties and that such sales shall occur either prior to, or within the 10-day period following, such installations. The Warranties must be registered within thirty (30) days of installation.

(c) Within five (5) days of enrolling as a GAF Certified Decking Systems Installer, the GAF Certified Decking Systems Installer shall provide Dealer with its name, address, telephone, email address and other relevant information as may be requested for purposes of Dealer registering the GAF Certified Decking Systems Installer with GAF. Only those GAF Certified Decking Systems Installers registered with GAF shall be eligible to resell Warranties. In addition, GAF Certified Decking Systems Installer agrees that any information provided to Dealer in connection with this Program may be shared by Dealer with GAF.

4. Trademarks. For the term of this Agreement, GAF grants each GAF Certified Decking Systems Installer a limited, non-exclusive, non-transferable, royalty free right and license to use the expression "GAF Certified Decking Systems Installer™" (the "GAF Installer Mark"). Each GAF Certified Decking Systems Installer may use the GAF Installer Mark to promote the GAF Decking Systems Certified Program and GAF Decking Systems products at all times in a manner that reflects favorably upon GAF, the GAF Installer Mark, and the Program. Each GAF Certified Decking Systems Installer shall at no time engage in deceptive, misleading or unethical practices or conduct or perform any other act that may have a negative impact on the reputation or goodwill of GAF or the GAF Installer Mark. Each GAF Certified Decking Systems Installer shall use the GAF Installer Mark in accordance with any guidelines that may be issued from time to time by GAF.

5. Repairs. GAF Certified Decking Systems Installer specifically (a) agrees to repair, at its sole expense, any workmanship defects as identified by GAF for any decking or rail product installed by GAF Certified Decking Systems Installer which is covered by the Warranties; and (b) acknowledges that GAF Certified Decking Systems Installer has reviewed and is familiar with the applicable provisions of GAF's "ProField Guide" as provided by Dealer or made available by GAF.

6. Termination.

GAF and Dealer shall each have the right to terminate any GAF Certified Decking Systems Installer Agreement at any time effective immediately, with or without cause, by providing written notice. Upon termination or expiration of any GAF Certified Decking Systems Installer Agreement:

- (i) The GAF Certified Decking Systems Installer shall immediately cease holding itself out as a GAF Certified Decking Systems Installer and using the GAF Installer Mark,
- (ii) GAF shall determine, in its sole discretion, the number of days, if any, that GAF Certified Decking Systems Installer shall have to sell or otherwise transfer and register its remaining Warranties,
- (iii) The GAF Certified Decking Systems Installer shall immediately return any materials (other than Product) provided to it by Dealer or GAF in connection with the Program to GAF Materials Corporation, 1361 Alps Road Attn: CCP 11/1, Wayne, NJ 07470, and
- (iv) The GAF Certified Decking Systems Installer shall remain liable for any obligations arising under Section 5 above.

7. Independent Contractor. The parties hereto agree and hereby acknowledge that at all times Installer shall be functioning as an independent contractor, and that Installer is neither an agent nor legal representative of Dealer or GAF for any purpose whatsoever.

8. Indemnification.

GAF Certified Decking Systems Installer agrees that it shall be liable for, and shall indemnify, defend and hold harmless Dealer and GAF, their affiliates and their respective shareholders, officers, directors, employees and agents (the "Indemnified Parties") from and against any and all liabilities and damages and claims for damages, suits, proceedings, recoveries, judgments, executions, losses, costs, penalties, fines, consequences and expenses (including, but not limited to, litigation costs and expenses and reasonable attorneys' fees, as well as such costs, expenses and fees as may be incurred by the Indemnified Parties in establishing and enforcing their right to indemnification hereunder) which may be made, had, brought or recovered against the Indemnified Parties arising from or related to (a) the performance, non-performance or improper performance of obligations under this Agreement by GAF Certified Decking Systems Installer, its agents or employees, (b) the performance, non-performance or improper performance of services under the Warranties by GAF Certified Decking Systems Installer, its agents or employees, (c) the negligence, gross negligence or the willful misconduct or misrepresentation by GAF Certified Decking Systems Installer, its agents or employees, and (d) any breach of this Agreement.

9. Insurance. GAF Certified Decking Systems Installer, at its sole cost and expense, shall procure and maintain in full force and effect during any term of this Agreement and for longer if specified below, the following types of insurance and in the amounts indicated

- a. Commercial General Liability Insurance: written on an occurrence basis, including coverage for premises liability, contractual liability and completed operations liability, for bodily injury and property damage, with limits of at least \$1,000,000 per occurrence. Completed operations coverage shall be kept in force for at least one (1) year from the date of installation.
- b. Worker's Compensation: statutory worker's compensation benefits or local equivalent, covering the GAF Decking Systems Installers and all employees (including principals), representatives and agents.

All insurance required to be maintained under this Agreement and any amendments thereto shall be written with insurers reasonably acceptable to GAF, and such insurers shall endeavor to provide the Indemnified Parties with thirty (30) days written notice of cancellation, termination or adverse material change in such insurance.

No less than five (5) business days prior to the effective date of this Agreement, GAF Certified Decking Systems Installer shall furnish Indemnified Parties with original certificates of insurance evidencing the above insurances. The certificates of insurance shall show the Indemnified Parties as "certificate holders". No later than the renewal date of any insurance policies required by this Agreement, GAF Certified Decking Systems Installer shall supply the Indemnified Parties with new, original certificates of insurance in compliance with the terms of this Agreement.

GAF Certified Decking Systems Installer shall not permit any subcontractor to perform the work or services, or any portion thereof, unless such subcontractor is and remains insured in accordance with the above requirements. GAF Certified Decking Systems Installer shall indemnify, defend and hold harmless the Indemnified Parties from and against the failure of any such subcontractor to be so insured. Prior to allowing any subcontractor onto the jobsite, GAF Certified Decking Systems Installer shall obtain from the subcontractor an original certificate of insurance evidencing all of the above insurance requirements and supply same to the Indemnified Parties. No later than the renewal date of any insurance policies required of subcontractors by this Agreement, you shall obtain from subcontractor and supply to the Indemnified parties new, original certificates of insurance in compliance with the terms of this Agreement.

GAF Certified Decking Systems Installer agrees that you and each of your employees (including principals), representatives, agents and subcontractors shall comply with all applicable Worker's Compensation (or local equivalent) laws and GAF Certified Decking Systems Installer shall, from time to time, at the request of the Indemnified Parties, furnish evidence satisfactory to the Indemnified parties that all payments to be made by you and your employees (including principals), representatives, agents and subcontractors required by such laws have been and are being made.

The Indemnified Parties shall not be liable for, nor have any obligation to insure against, any loss or damage to machinery, tools or any other non-expendable items or personal property owned or rented by you, your subcontractors and/or their employees, representatives or agents and the Indemnified Parties shall not be liable for any loss or damage thereto.

10. Confidentiality. During the term of this Agreement and after its expiration or termination, GAF Certified Decking Systems Installer shall keep confidential the details of the Program, and any other information about GAF's or Dealer's operations obtained as a result of GAF Certified Decking Systems Installer's participation in the Program. Any such confidential information shall be used only for GAF Certified Decking Systems Installer's operation of its business under this Agreement, and GAF Certified Decking Systems Installer shall divulge such confidential information and material only to its employees, subcontractors or agents (collectively, "Representatives") who need to know such information so that GAF Certified Decking Systems Installer may comply with the Program, provided that GAF Certified Decking Systems Installer shall remain liable for any disclosure by and of its Representatives.

11. Communications and Website. GAF Certified Decking Systems Installer agrees that and acknowledges that through membership in the Program, GAF Certified Decking Systems Installer consents to receive marketing and commercial communications and messages from GAF, Dealer and third parties in any form or channel of communication, including, but not limited to mail, email, fax or text message. GAF Certified Decking Systems Installer fully and completely releases any and all claims it may have had in the past or may have in the future based on its receipt of marketing communications from GAF, Dealer or third parties. In addition, membership in the Program requires GAF Certified Decking Systems Installer to permit GAF (but not be obligated) to include GAF Certified Decking Systems Installer's name, address, and telephone number on any website owned by GAF or a third party at GAF's sole discretion.

12. Compliance with Laws. GAF Certified Decking Systems Installer agrees to comply with CAN-SPAM and all other applicable email, fax and text laws when communicating regarding this Program. In addition, Dealer agrees to comply with all applicable laws in carrying out its obligations under this Agreement.

13. Privacy. Any information collected in connection with this Program and provided to GAF shall be governed by GAF's Privacy Policy, which can be located at <http://www.gaf.com/Corporate-Information/Privacy-Policy.asp>

14. Governing Law; Remedies. This Agreement shall be interpreted and construed under the internal, substantive laws of the State of New York U.S.A. for agreements to be wholly performed therein, except with respect to its choice of law provisions. All remedies under this Agreement shall be cumulative and not exclusive. The parties hereby unconditionally and irrevocably agree to submit to the exclusive jurisdiction and venue of the federal and state courts sitting in the State of New York, USA, for proceedings arising out of or relating to the interpretation or enforcement of this Agreement. The parties hereby unconditionally and irrevocably waive any objections that they may now or in the future have to such jurisdiction and venue, including, but not limited to, objections by reason of lack of personal jurisdiction, improper venue or inconvenient forum.

15. NOTICE. Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, return receipt requested, (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

If to GAF
GAF
1361 Alps Road
Wayne, NJ 07470
Attn: CCP Department 11/1

With a copy to
GAF
1361 Alps Road
Wayne, NJ 07470
Attn: Legal Department

If to Dealer

Attn: _____

If to GAF Certified Decking
Systems Installer

Attn: _____

16. Assignment. The rights, privileges and obligations of membership in the Program are granted only to GAF Certified Decking Systems Installer and are not assignable or transferrable in any manner, to any other person or entity, without the express written consent of GAF, which may be given or withheld in GAF's sole discretion.

17. Survival. The following provisions of this Agreement shall survive expiration or termination of this Agreement: 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18.

18. Miscellaneous.
This Agreement constitutes the entire, full and complete agreement between the parties hereto concerning the subject matter hereof, and supersedes all prior agreements between the parties, whether written or oral. No amendment, change or variance from this Agreement shall be binding on the parties hereto unless agreed to in writing by GAF. Notwithstanding anything to the contrary herein, GAF reserves the right to modify this Agreement and/or any Warranties at any time in its sole discretion. GAF Certified Decking Systems Installer and Dealer expressly acknowledge and agree that GAF Materials Corporation is a third party beneficiary of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement, effective as of the date first above written.

INSTALLER:
By: _____
Name: _____
Title: _____

DEALER:
By: _____
Name: _____
Title: _____

GAF MATERIALS CORPORATION
By: _____
Name: _____
Title: _____

Enrollment Application Steps...

Once your completed enrollment application (including all necessary support materials) is received by GAF, the following steps will be taken:

Step	Action
Step 1	Your enrollment application will be reviewed
Step 2	You will be notified of the result of this review
Step 3	If accepted, you will receive your Introductory Kit in the mail within four weeks
Step 4	Your GAF Representative will conduct an "Open the Box" meeting with you to go over your marketing tools

Items To Include...

- Current Workers Compensation Insurance
- Current General Liability Insurance (\$1MM minimum coverage)
- Sales Tax Certificate (where applicable)

Special Note: Your Insurance Information...

As policies are amended or renewed, please have your insurance carrier(s) automatically send updated proof or have them list GAF as a "certificate holder." This will reduce the amount of paperwork for you.

Send Completed Enrollment Booklet To...

GAF
Attn: CCP Department 11/1
1361 Alps Road
Wayne, NJ 07470

If you have any questions, please contact your local GAF Representative or call the Certified Contractor Hotline at 1-888-532-5767, option 3.