

Authorized™ Decorative Stone Installer Enrollment Booklet

Information Sheet

Updated: 6/09



***Your Best And Safest Choice...
Quality You Can Trust Since 1886!***



ENROLLMENT BOOKLET



"Your Best And Safest Choice!"
Quality You Can Trust Since 1886

Company Name: _____ Company Contact Name: _____

CanyonRock™ Representative: _____ CanyonRock™ Representative #: _____

Step 1 Fill Out Application

Company Information...

Please fill out the information below.

Company Name		Key Contact	
DBA		Title	
Street Address		City	
State		Zip Code	
Phone		Fax	
Mailing address, if different from street address (i.e. Post Office Box, etc.):			

Years in business		State where Company is registered to do business	
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Key Personnel	Title
1.	
2.	
3.	

Preferred Method Of Communication...

Please indicate how you would like GAF to communicate with you.

<input type="checkbox"/> Email (preferred email address):	<input type="checkbox"/> FAX (preferred fax number):
-----------------------------------------------------------	------------------------------------------------------

Choose Enrollment Kit Type...

Many of the program materials are available in English and Spanish. Please indicate which type of materials that you would like to receive in your Enrollment Kit.

<input type="checkbox"/> English and Spanish Materials	<input type="checkbox"/> English Materials Only
--------------------------------------------------------	-------------------------------------------------

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 either personally or as owner or officer of a company? No Yes

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

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

Has your firm ever failed to complete a construction contract? 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

Do you have all required licenses to install roofs in your geographic area? (include copy) No Yes

Do you have current worker's compensation and liability insurance appropriate for a business such as yours in your geographic area? (include copy) No Yes

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	

Distributor Reference...

Distributor Name		Branch Manager	
Address		City, State	
Phone		Zip Code	

Step 2 Review Requirements, Sign Application, and Gain GAF Territory Manager Approval*

Program Requirements	Criteria	Meets or Exceeds
Minimum Years in Business	3	<input type="checkbox"/>
Necessary and Applicable Licenses (please include current copies)	Yes	<input type="checkbox"/>
General Liability and Workers' Compensation Insurance Coverage (please include current copies)	Yes	<input type="checkbox"/>
Good Credit Rating	Yes	<input type="checkbox"/>
Good Standing With Better Business Bureau	Yes	<input type="checkbox"/>
Current With Primary Distributor	Yes	<input type="checkbox"/>
No Significant Undisclosed Workmanship Judgments Against Firm	Yes	<input type="checkbox"/>

Annual Performance Requirements	Details	Commits to Meet or Exceed
Minimum Installation and Warranty Sales Requirements	1,250 square feet and 5 jobs where an enhanced warranty is sold and registered with GAF	<input type="checkbox"/>
Pro Field Guide Certification	Annually, at least (i) two foremen and (ii) for every \$500,000 of sales generated, one member of your installation crew must pass the CanyonRock™ Decorative Stone Pro Field Guide test	<input type="checkbox"/>
Workmanship Coverage	Provide two years of workmanship defect coverage from date of warranty registration for all installations with a Smart Choice® System Plus Ltd. Warranty	<input type="checkbox"/>
Mortar Coverage	Provide five years of manufacturing and workmanship defect coverage on mortar from date of warranty registration for all installations with a Smart Choice® System Plus Ltd. Warranty.	<input type="checkbox"/>
Warranty Registration	Must register warranties within 30 days of installation	<input type="checkbox"/>

*Contractor must comply with all program requirements. Please refer to the Authorized Installer™ Agreement for complete requirements.

Authorization/Certification...

I hereby certified that all of the information in this application is true and complete. I agree to meet or exceed all of the requirements set forth above and as set forth in the Authorized Installer™ Agreement. I give GAF permission to utilize the references I have provided to be used in evaluation of my application with this GAF program. I authorize my distributor and bank references to provide credit information to GAF. Also I authorize GAF to contact us periodically by either email or fax.

Contractor's Signature _____ Date _____

Print Name _____

As a GAF representative, I verify to the best of my ability that the information provided on this form is accurate and truthful. I also confirm to the best of my ability that this contractor has met or will meet all the criteria detailed in this application.

GAF Representative's Signature _____ Date _____

GAF Representative's Name (print) _____

Final Approval - Corporate HQ (Wayne, NJ) _____

A GAF Corporate Representative must approve all applications.

Step 3 Establish Designated Territory

In order to establish your Designated Territory and also to include your company in our Authorized Installer™ locator on www.gaf.com to obtain leads, please list the counties where you conduct the majority of your business. Be realistic and stay within the confines of your coverage area – leads that you cannot cover reflect poorly on your company, the Authorized Installer™ Program, and GAF.

Counties You Service
1.
2.
3.
4.
5.

Step 4 Optional Warranty Voucher Purchase Program

As an option, you can pre-purchase discounted warranty vouchers that can be used towards Smart Choice® System Plus Ltd. Warranty installations. Typically, the Smart Choice® System Plus Warranty is \$60 per 500 square feet. Take advantage of great savings!

# of Pre-Paid Warranty Vouchers	Regular Pricing	Special Enrollment Pricing!	Your Choice (check applicable box or leave blank if not interested in pre-paid vouchers)
5	\$300	\$270	<input type="checkbox"/>
10	\$600	\$525	<input type="checkbox"/>
25	\$1500	\$1250	<input type="checkbox"/>

Payment Options...

- Check (enclosed)
- Credit Card (please fill out information below)

Agreement:	You authorize GAF Materials Corporation to draw fees you owe (fees specified above) automatically from your credit card (noted below).		
Type of Card:	<input type="checkbox"/> Visa	<input type="checkbox"/> MasterCard	<input type="checkbox"/> American Express
Account #		Expiration Date	____/____/____

Step 5 Review and Sign

Authorized Installer™ Agreement

This agreement (the "Agreement") is made as of [REDACTED] (the "Starting Date"), between Building Materials Corporation of America d/b/a GAF Materials Corporation ("GAFMC") and [REDACTED], whose address is [REDACTED] ("Contractor").

BACKGROUND. GAFMC has established a "Decorative Stone" Authorized Installer™ Program (the "Program"), as described in this Agreement, and Contractor desires to become a participating member ("Member") of the Program. GAFMC and Contractor agree as follows:

1. **Authorized Installer™ Program Membership.** GAFMC hereby grants Contractor membership in the Program, with all the rights, privileges and obligations of a participating Member in the Program and subject to all the terms and conditions set forth in this Agreement.
2. **Term.** The initial term of this Agreement shall be for one year from the Starting Date, subject to earlier termination as provided in Paragraph 9 below. At the end of the initial term, GAFMC may, in its sole discretion, renew Contractor's membership in the Program for additional one or two year terms the current Contractor Agreement and membership terms provided that Contractor is in good standing under the Program.
3. **Commitments of GAFMC.** GAFMC will provide to Contractor certain programs that are designed to enhance its business, such as programs focusing on (a) generating quality leads, (b) enhancing the sale of quality CanyonRock™ Decorative Stone systems, (c) providing tools that help close sales, and (d) leveraging group buying of specific items to help reduce costs. These programs may also provide training and marketing support materials.
4. **Commitments of Contractor.**
 - a. **Operating Principles.** Contractor shall uphold operating principles designed to enhance trust and achieve property owner satisfaction, including a commitment to quality installation, and professional business management. Contractor shall meet and satisfy the obligations set forth in the Enrollment Booklet (a copy of which has been provided to Contractor). Contractor shall also maintain a good credit history, maintain all necessary or applicable licenses, insurances and permits, pay within invoice terms, and maintain good standing with its local Better Business Bureau.
 - b. **Workmanship Defect Coverage.** For all installations on which Contractor has registered a Smart Choice® System Plus Ltd. Warranty (Enhanced Warranty), Contractor shall make all repairs identified by GAFMC as deviating from GAFMC's requirements ("punchlist items") for two years from the date of registration of each Enhanced Warranty. Contractor shall complete any punchlist items in accordance with GAFMC's requirements no later than 30 days after notification from GAFMC and provide photographs if required by GAFMC. If punchlist item repairs are required because of leaking, Contractor shall complete those repairs in accordance with GAFMC's requirements no later than 10 days after notification from GAFMC.
 - c. **Mortar Defect Coverage.** For all installations on which Contractor has registered an Enhanced Warranty, Contractor shall be responsible for all manufacturing and workmanship mortar defects for a period of five years from registration.
 - d. **Training.** Per contract year, Contractor agrees to have at least two crew supervisors/foremen and, for every \$500,000 of sales generated by Contractor in the calendar year immediately preceding the commencement of the relevant contract year, one additional member of its installation crew pass the CanyonRock™ Decorative Stone Pro Field Guide test
 - e. **Warranty Sales Requirement.** Contractor shall register at least that number of Enhanced Warranties relating to the sale and installation of a minimum of 1,250 square feet and 5 jobs.
 - f. **Warranty Administration.** Contractor shall register all Enhanced Warranties no later than 30 days after installation. GAFMC reserves the right not to issue any Enhanced Warranty (i) that is not registered within 30 days after installation, (ii) for which GAFMC has not received the full registration fee, or (iii) that does not meet the appropriate warranty eligibility requirements. If a property owner seeks to enforce an Enhanced Warranty against GAFMC for an Enhanced Warranty in which the Contractor has failed to comply with the requirements of this Paragraph f, GAFMC reserves the right to seek indemnification from the Contractor pursuant to Paragraph 7d.
5. **Confidentiality.** During the term of this Agreement and after its expiration or termination, Contractor shall keep confidential the details of the Program (other than that publicly available), and any other information about GAFMC's operations obtained as a result of Contractor's participation in the Program. Any such confidential information shall be used only for Contractor's operation of its business under this Agreement, and Contractor shall divulge such confidential information and material only to its employees, subcontractors or agents (collectively, "Representatives") who need to know such information so that Contractor may comply with the Program, provided that Contractor shall remain liable for any disclosure by any of its Representatives.
6. **Trademarks.** GAFMC shall grant a limited, non-exclusive license to Contractor to hold itself out as a "GAFMC Authorized Installer™" and to use certain GAFMC trademarks (the "GAFMC Marks"), all in accordance with the provisions of this agreement. Contractor shall limit its use of the GAFMC Marks to such uses specifically authorized in this agreement, and shall conduct business in a manner that reflects favorably at all times on the GAFMC Program and the GAFMC Marks. Contractor shall at no time engage in deceptive, misleading or unethical practices or conduct or any other act which may have a negative impact on the reputation and goodwill of GAFMC, the GAFMC Marks or any other Member of the Program.
7. **Independent Contractor.**
 - a. The parties understand and agree that this Agreement does not create a fiduciary relationship between them, that the Contractor is and shall be an independent contractor, and that nothing in this Agreement is intended to make either party an agent, legal representative, subsidiary, joint venturer, partner, employee or servant of the other for any purpose whatsoever.
 - b. During the term of this Agreement and any extensions hereof, Contractor shall hold itself out to the public as an independent contractor operating as a Member of the GAFMC Authorized Installer™ Program pursuant to a license from GAFMC.
 - c. GAFMC shall not have the power to hire or fire the Contractor's employees, and except as herein expressly provided, GAFMC may not control or have access to the Contractor's funds or the expenditure thereof, or in any other way exercise dominion or control over Contractor's business or employees.
 - d. The parties understand and agree that nothing in this Agreement authorizes Contractor to make any contract, agreement, warranty or representation on GAFMC's behalf, to bind GAFMC, or to incur any debt or other obligation in GAFMC's name, and that GAFMC shall in no event assume liability for or be deemed liable hereunder as a result of any such action or by reason of any act or omission of Contractor in the Contractor's conduct of its business or any claim or judgment arising therefrom against GAFMC. Contractor shall defend, indemnify and hold harmless GAFMC, its affiliates, and their respective directors, officers and employees, against any and all claims and damages (including reasonable attorneys' fees) arising directly or indirectly from or as a result of the Contractor's operations or conduct.

8. **No Assignment.** The rights, privileges and obligations of membership in the Program are granted only to the Contractor hereunder and are not assignable or transferable in any manner, to any other person or entity, without the express written consent of GAFMC, which may be given or withheld in GAFMC's sole discretion.

9. **Default and Termination.** a. **Default with No Opportunity to Cure.** GAFMC may, at its option, terminate this Agreement and all rights granted hereunder, without affording Contractor any opportunity to cure the default, effective immediately upon Contractor's receipt of GAFMC's written notice terminating this Agreement if any of the following events occur: (i) if Contractor becomes legally insolvent or makes a general assignment for the benefit of creditors, or if a petition in bankruptcy is filed by Contractor or such a petition is filed against and consented to by Contractor, or if Contractor is adjudicated bankrupt, or if a bill in equity or other proceeding for the appointment of a receiver of Contractor or other custodian for Contractor's business or assets is filed and consented to by Contractor; (ii) if Contractor or any person with direct or indirect control over the management or policies of Contractor is convicted of any crime or offense that GAFMC believes is likely to have an adverse effect on the Program, the GAFMC Marks the goodwill associated therewith or GAFMC's interest therein or engages in deceptive, misleading or unethical practices; (iii) if Contractor attempts to transfer control of its business or any rights or obligations under this Agreement without GAFMC's prior written consent; (iv) if Contractor fails to comply with any covenant not to compete contained in Paragraph 11; (v) if Contractor receives three written notices of default hereunder during a 12-month period, whether or not such defaults are cured after notice; (vi) if Contractor has made any material misrepresentation or omission in its application for membership in the Program; or (vii) if Contractor does not comply with its obligations under Paragraphs 4b, 4c, 4d and 4e.

b. **Default with Opportunity to Cure.** Other than a default listed in Paragraph 9(a) hereof, Contractor shall have 30 days after its receipt from GAFMC of written notice of a default by Contractor in any of its obligations under this Agreement within which to cure such default and provide evidence thereof to GAFMC satisfactory to GAFMC. If any such default is not cured within such 30 day period, at GAFMC's option, this Agreement shall terminate immediately upon written notice by GAF to Contractor.

10. **Obligations upon Termination.** a. **Obligations.** Upon termination or expiration of this Agreement, all rights granted hereunder to Contractor shall immediately terminate and Contractor shall (i) immediately cease holding itself out as a GAFMC Authorized Installer™, (ii) immediately cease to use all GAFMC Marks, (iii) immediately return any materials provided to it by GAFMC, upon GAFMC's request, and (iv) continue to comply with the provisions of Paragraphs 5 and 11 hereof, and to perform repairs described in Paragraph 4b and 4c hereof.

b. **Warranty Registration After Termination.** Whether this Agreement is terminated by Contractor or GAFMC, for any Enhanced Warranties for CanyonRock™ Decorative Stone systems installed prior to the termination date to be effective, such Enhanced Warranties must be registered by Contractor by no later than 30 days after such termination date. Notwithstanding the prior sentence, GAF retains the right not to issue any Enhanced Warranty not registered within 30 days of the installation as provided in Paragraph 4f.

11. **Covenant Not to Compete.** Contractor agrees that, during the term of this Agreement and for 6 months thereafter, Contractor shall not, directly or indirectly within a 100-mile radius of any business location or operations of Contractor: (a) advertise itself as a special class of contractor (such as "Authorized", "Certified", or "Master" Contractor) installing decorative stone products not sold by GAFMC in any mass media forum, including but not limited to, yellow pages, television, internet website, and radio; or (b) actively solicit sales of any warranty covering any product not sold by GAFMC for which a separate charge is imposed.

12. **Disputes Between the Parties.** a. **Resolution.** Contractor agrees that, as a condition precedent to litigation, any controversy or claim relating to this Program shall be first submitted to mediation before a mutually acceptable mediator.

b. **Injunctive Relief.** Notwithstanding anything to the contrary set forth herein, GAFMC shall be entitled to pursue temporary, preliminary, or permanent injunctive relief or seek any other equitable relief against the Contractor for any violation of the non-compete provisions or confidentiality provisions of the Agreement or any misuse of the GAFMC Marks.

14. **Governing Law; Remedies.** This Agreement takes effect upon its acceptance and execution by each of the Contractor and GAFMC and shall be interpreted and construed under the laws of the State of New York except to the extent governed by the United States Trademark Act of 1946 or other superseding federal law. All remedies under this Agreement shall be cumulative and not exclusive.

15. **Miscellaneous.** a. This Agreement constitutes 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 mutually agreed to by the parties, and executed by themselves or their authorized officers or agents in writing.

b. GAFMC retains the right to modify this Agreement at any time and make any changes that will further enhance and improve the Program upon written notice to Contractor (an "Amendment Notice"). Notwithstanding Paragraph 10b, if Contractor does not accept or agree to such changes, Contractor may terminate this Agreement without penalty by giving written notice to GAFMC no later than 30 days after receipt of the Amendment Notice, and GAFMC shall then (i) refund to Contractor an amount equal to the purchase price of Contractor's unused pre-paid warranty vouchers and (ii) register Enhanced Warranties for any project that was bid prior to Contractor's notice of termination as long as Contractor identifies in its termination notice any project for which it may wish to register an Enhanced Warranty.

c. Each provision of this Agreement shall be considered severable, and, if for any reason, any provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such invalid provision shall not impair the operation of, or have any other effect upon, any other provisions of this Agreement, which shall continue to be given full force and effect and bind the parties hereto.

d. Contractor acknowledges that Contractor has conducted an independent investigation of all aspects relating to the Program and recognizes that participation in the Program as a Member as contemplated by this Agreement involves business risks and that Contractor's success will be largely dependant upon its skills and ability as an independent businessman. Contractor acknowledges that it has received, read and understands the terms and conditions of this Agreement and Enrollment Booklet, all of which are incorporated herein by reference, and that Contractor has been afforded ample time and opportunity to consult with advisors of Contractor's own choosing about the benefits and obligations of membership in the Program pursuant to this Agreement.

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

GAF MATERIALS CORPORATION

By: _____

Name: _____

Title: _____

Company Name: _____

Signature: _____

Print 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 Territory Manager will conduct an "Open the Box" meeting with you to go over your marketing tools

Items To Include...

- Copies of Current Necessary Licenses (where applicable)
- Proof of Workers Compensation Insurance
- Proof of General Liability Insurance
- 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 Materials Corporation as a "certificate holder." This will reduce the amount of paperwork for you.

Send Completed Enrollment Booklet To...

GAF Materials Corp.
Certified Contractor Programs
Attention: CCP Enrollment/Building 11
1361 Alps Road
Wayne, NJ 07470

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