

Authorized Roofing Contractor Enrollment

Updated: /201





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

Program Benefits

GAF's goal is to help contractors make more money and avoid hassles.

Here's proof...

<p>Generate Quality Leads...</p>	<p><i>Tools Designed to Help You Gain Attention</i></p> <ul style="list-style-type: none"> ✓ <i>National Advertising Program...</i> your affiliation with GAF can only enhance your reputation
<p>Reinforce Trust...</p>	<p><i>Providing You Professional Marketing Tools</i></p> <ul style="list-style-type: none"> ✓ Authorized Contractor Certificate ✓ Free Business Cards ✓ GAF Authorized Contractor Clothing ✓ Custom Truck and Job Signs
<p>Close More Sales...</p> 	<p><i>Great Tools to Separate Your Business from the Competition</i></p> <ul style="list-style-type: none"> ✓ <i>Authorized Contractor Status...</i> separates you from the pack! ✓ <i>System Pledge Guarantee...</i> extensive coverage against material <i>and application</i> defects for 10,12,15, or 20 years. Exceed your customer's expectations! ✓ <i>Integrated Roof System Warranty...</i> full system coverage on all GAF systems, will allow you to offer better coverage than the competition where no guarantee is specified. ✓ <i>Eliminator™ Advantage...</i> additional coverage when Stratavent® Eliminator™ base sheet is used in lieu of an overlay board in insulated system. Could save you as much 15% on installed cost. ✓ <i>Avoiding Common Roofing Mistakes CD...</i> cd that details the most common installation mistakes in roofing – and shows how you – the professional contractor – knows how to do it right
<p>Reduce Costs...</p>	<p><i>Unique Business Tool Savings</i></p> <ul style="list-style-type: none"> ✓ <i>Vehicle Leasing Discount Program...</i> for your company and employees ✓ <i>Staples Purchasing Program...</i> potential savings through on-line ordering, through staples.com ✓ <i>Sprint Purchasing Program...</i> savings for new and existing Sprint customers ✓ <i>Ford Purchasing Program...</i> enjoy low “X-Plan” pricing on all Ford vehicles including Mazda, Volvo, Land Rover and Jaguar
<p>Increase Capabilities...</p> 	<p><i>Center for the Advancement of Roofing Excellence</i></p> <p>C.A.R.E. is dedicated to improving the roofing industry through education. CARE has training for all sectors of the roofing industry including contractors, distributors, architects, property owners, builders, and more!</p> <p><i>Sales and installation training classes...</i></p> <p>There are classes for both sales and installation for all types of roofing systems including steep slope, torch, mop, cold applied, single ply, and restoration.</p> <ul style="list-style-type: none"> ✓ <i>Training Centers...</i> centers in Walpole, MA (near Boston) and Michigan City, IN (near Chicago) Dallas, TX and Tampa, FL ✓ <i>“Road Shows”...</i> training sessions at a distributor near you or even at your location! Ask your GAF Territory Manager for more details. <p><i>At-home training manuals...</i></p> <ul style="list-style-type: none"> ✓ <i>Pro Field Guides...</i> at-home training that includes quizzes for your employees on proper installation for all of GAF's Low and Steep Slope Systems

Step 1 Fill Out and Sign Application

The Basics...

Company Name		Key Contact	
DBA			
Street Address		Telephone	
City, State		Fax	
Zip Code		E-mail	
Your company is...	<input type="checkbox"/> Proprietorship <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other		
Year Company was founded...		State where Company is registered...	
Mailing address, if different from street address (i.e. Post Office Box, etc.):			

Key Personnel

Title

1.	
2.	
3.	

Financial Profile...

- Has your company changed ownership in the last three years? No Yes
- Have any owners or officers started or have 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
- 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

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

Do you have current worker's compensation and liability insurance appropriate for a business such as yours in your geographic area? (attach copy) 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 I.D. number below:

Sales Tax Identification Number: _____

Distributor Reference...

Please list the information below for your primary distributor.

Distributor Name		Phone	
City, State		Fax	
Branch Manager		Credit Manager	

Step 1 Fill Out and Sign Application

Previous Contractor Program Experience...

Have you ever previously been enrolled in GAF Certified Contractor Programs? No Yes

- If yes, please list last enrollment level _____

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

- If yes, please list _____

Project References...

If you have no previous or GAF guarantee installation history, please list at least three job references where you have installed another manufacturer's guaranteed system. Please be sure to include the name of the manufacturer.

Asphaltic Systems

Job Name	City, State	Contact	Phone Number	Manufacturer
1.				
2.				
3.				

Single Ply Systems

Job Name	City, State	Contact	Phone Number	Manufacturer
1.				
2.				
3.				

Restoration Systems

Job Name	City, State	Contact	Phone Number	Manufacturer
1.				
2.				
3.				

Contractor Authorization/Certification:

I hereby give GAF permission to utilize the references I have provided to be used in evaluation of my application with this GAF program. I also authorize my distributor reference to provide credit information to GAF. Finally I hereby authorize GAF to contact us periodically by either phone, email, or fax. I certify that the information in the "Application Section" is accurate to the best of my knowledge. **I understand that I am responsible for installing these systems in a skilled and workmen like manner and in strict accordance with all current specification requirements and recommendations as printed in the current specifications manuals.**

Contractor's Signature _____

Date _____

Print Name _____

Step 2 Review Requirements and Gain GAF Territory Manager's Approval

Review Requirements...

Requirements to get in the program...	Criteria	Meets or Exceeds
Minimum Years In Business	3	<input type="checkbox"/>
Properly Licensed – please include current copy	Yes	<input type="checkbox"/>
Appropriate Insurance – 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 minimum requirements to stay in the program... Includes maintaining all of the above plus the following:	Criteria	Contractor Commits to Meet or Exceed
Minimum % of Total Discretionary Business*	30%	<input type="checkbox"/>
Foremen Installing GAF Guaranteed Work Pass Self-Administered Exam (By System Application Utilized)	Yes	<input type="checkbox"/>
Minimum Inspection Quality Rating for Guaranteed Jobs	7 or better to maintain Authorized Contractor status	<input type="checkbox"/>

*Discretionary business is defined as all purchases of low slope roofing products except where an architect, specifier or building owner requires the contractor to use product manufactured by another company.

As a GAF representative I verify to the best of my ability that the information provided in the "Application Section" is accurate and truthful. I also confirm to the best of my ability that this contractor either has met or will meet the all the criteria detailed in the "Requirements Section." Lastly, I have personally inspected at least one project of this roofing contractor.

GAF Representative Signature _____ Terr. # _____ Date _____

GAF Representative Name (print) _____

Final Approval - Corporate HQ (Parsippany, NJ) _____

A GAF corporate representative must approve all applications

**AUTHORIZED ROOFING CONTRACTOR
PROGRAM PARTICIPATION AGREEMENT**

This agreement (this "Agreement") is made _____, 20__ (the "**Starting Date**"), between Building Materials Corporation of America d/b/a GAF, a Delaware corporation ("**GAF**"), and _____, a company organized under the laws of the State of _____ whose address is _____ ("**you**").

BACKGROUND

GAF is North America's largest manufacturer of roofing products. You (or your current owners, directors or officers, if "you" are a business entity) are an experienced roofing contractor with at least three years of roofing experience. Because of your experience and commitment to superior workmanship and customer satisfaction, and your meeting additional criteria, you are eligible to offer GAF Guarantees (as defined in Paragraph 4h) to your customers in connection with your sale and installation of GAF roofing products that you purchase from authorized independent distributors and others. You desire to include the Guarantees in your customer product offerings and to become a participating member of the GAF Authorized Roofing Contractor Program (the "**Program**"), as described below. You acknowledge and agree that participation in the Program is in connection with your long-standing established business, which has included the sale of GAF roofing products which carry with them certain GAF customer warranties, under your current business name and practices, and you are not entering into a new business. You also acknowledge and agree that (i) you and GAF anticipate that the incremental revenue you may receive from the sale of Guarantees are likely to represent less than 20% of your revenue and (ii) you have not relied on any promise, warranty or guaranty, as to the potential volume, profits, or success of your business or your sale of Guarantees, as a result of your membership in the Program.

AGREEMENT

For valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Background and Enrollment Booklet is Part of Agreement. The BACKGROUND section at the beginning of this Agreement contains contractual terms that are not mere recitals and is incorporated into this Agreement as if fully set forth herein. Further, the accompanying Enrollment Booklet, which includes a program application, a GAF Territory Manager's approval form and other additional requirements, is incorporated into this Agreement as if fully set forth herein..
2. Authorized Roofing Contractor Program Membership. GAF hereby grants you membership in the Program, with all the rights, privileges and obligations of a participating member in the Program, as more fully described below, and subject to all the terms and conditions set forth in this Agreement. Notwithstanding anything contained herein to the contrary, your inclusion in the Program shall be limited to only those Low Slope Roofing Systems for which you are specifically approved by GAF, in its sole discretion. For the purposes of this Agreement, the term "Low Slope Roofing Systems" means (i) Asphaltic Systems, (ii) Single Ply Systems and (iii) Restoration Systems.
3. Term. The initial term shall be one year from the Starting Date (the "**Initial Term**"), subject to earlier termination as provided in Paragraph 10 below. The term shall be renewed for successive additional periods of one year only upon mutual written agreement of the parties.
4. Commitments of GAF. GAF will provide, or offer to provide you the following services or materials that are designed to enhance your business.
 - a. Leads. Access to leads generated through advertising and marketing materials available from GAF.
 - b. Sales Tools. Tools and services, at GAF's cost (or less), that reinforce trust, help close sales, help reduce costs and increase capabilities ("**Sales Tools**").

c. Group Purchasing. Help you gain access to group buying programs for among other things, insurance and vehicle leasing, although GAF cannot guaranty that such buying programs will be available or advantageous to you and GAF does not make any representations or warranties with respect to any vendor or such vendor's products and/or services.

d. Installation and Safety Manuals and Examinations. Provide installation and safety training manuals and administer crew supervisor/foreman Installation and Safety Examination.

e. Marketing Tools. Special marketing materials, offered to you at GAF's out-of-pocket cost (or less) ("**Marketing Tools**").

f. Advisory. General assistance and field support made available by GAF in its discretion to help you in the ongoing operation, advertising and promotion of the Program.

g. Additional Services. At your request, and at GAF's cost (or less), GAF will be reasonably available to provide on-site installation/safety training (which may include such topics as proper installation techniques and safety at the worksite), selling skills training (which may include topics such as generating leads and closing the sale) and general business management training (which may include such topics as the management and motivation of personnel).

h. Guarantee Products. Subject to the terms and conditions of this Agreement, GAF authorizes you to offer to your customers, only for the low-slope roofing system(s) for which you are approved under Paragraph 2 of this Agreement, the warranties and guarantees set forth on Exhibit A ("**Guarantees**") (which because of the workmanship levels required of the contractors for GAF to extend these warranties and guarantees to customers, may only be offered by members of the Program and certain other authorized parties).

i. Optional Services. If GAF offers other tools, programs and services, GAF may charge its costs for such other services to you. Your use of or participation in these activities will be optional and at your sole election.

5. Commitments of Contractor.

a. Operating Principles. You shall: (i) at all times be, and shall perform all work as a contractor, in compliance with all applicable laws and regulations, (ii) uphold operating principles designed to enhance trust and achieve property owner satisfaction, including a commitment to quality installation and professional business management practices (such practices to include, without limitation, operating in compliance with all applicable tax, corporate governance, employment, and business operations laws or regulations; maintaining a diligent process to screen, hire and evaluate employees or potential employees, including, where practicable, using background checks; and abstaining from deceptive or unfair trade practices), (iii) maintain all necessary or applicable licenses, insurances and permits, (iv) maintain a good credit history, and (v) maintain good standing with your local Better Business Bureau and your state's Consumer Affairs Office. You shall not use any subcontractor unless such subcontractor can comply with the foregoing terms of this Paragraph 5a and the other terms set forth herein which refer to subcontractors.

b. Workmanship Defect Coverage.

i. For all installations on which you have registered a Guarantee, you shall, at your cost, make all repairs if there is an application error in any installations of GAF products, which is discovered or discoverable within the first two years from the date of registration of each Guarantee, identified by GAF as deviating from GAF's requirements, regardless of whether your customer has made a claim with respect to such items ("**Punchlist Items**"). In addition, regardless of whether GAF conducts an inspection, you must perform repairs without charge with respect to any GAF products you install if required as a result of any misapplications of such GAF products which are discovered or discoverable during the aforementioned period and are the subject of a claim made by your customer.

ii. You shall complete any Punchlist Items in accordance with GAF's requirements no later than thirty (30) days after notification from GAF and provide photographs if required by GAF. If Guarantee Punchlist Item repairs are required because of leaking you shall complete those repairs in accordance with GAF's requirements no later than ten (10) days after notification from GAF. If you need to make an emergency repair to a

roofing system which is not performing, you must (a) stop the leak (GAF will reimburse you without prior approval up to \$100) and (b) call GAF to develop an action plan. If there is a GAF Low-Slope Roofing System not performing and it is not an emergency, you are required to call GAF's Guaranteed Claims Department to develop an action plan.

c. Guarantees.

i. General. During the term of this Agreement, including any renewal term, you will promote the sale of Guarantees to your customers in connection with your installation of GAF roofing products. To offer Guarantees at any time, you must provide GAF's representatives safe access to the roof that will be covered by the Guarantee and allow for interim inspection during the installation (and, in some cases, pre-inspection). You shall pay the bona fide wholesale price for the Guarantees as in effect at the time of purchase.

ii. Payments Non-refundable. Payments for Guarantees are non-refundable, except where GAF terminates this Agreement for convenience or GAF determines to modify this Agreement to improve the Program, in which case, if you choose not to accept these modifications, you may terminate this Agreement and you may receive a refund equal to the amount of the purchase price paid for unused pre-paid Guarantees.

iii. Taxes. You hereby acknowledge that any Guarantees you purchase from GAF are with the intent to resell such Guarantees to your customers and you shall provide GAF with all applicable resale certificates required by any state or local governmental body or agency. Further, you acknowledge that GAF will not collect, and will have no liability for collecting, any sales, use or other related tax, if applicable, from you in connection with the sale of any Guarantee. You agree to collect any sales, use or other related tax, if applicable, from your customers in connection with the resale of any Guarantee.

d. Guarantee Administration. You must notify GAF of all Guarantees you sell to customers no later than fourteen (14) days prior to the start of installation. GAF reserves the right not to issue a Notice of Award for any Guarantee (i) for which GAF is not provided notice at least fourteen (14) days prior to the start of installation, (ii) for which GAF has not received the full Guarantee fee, or (iii) that does not meet the appropriate warranty or guarantee eligibility requirements. If a property owner seeks a resolution directly from GAF, GAF reserves the right to seek indemnification from you pursuant to Paragraph 8d.

e. Training. All Guarantee installation projects must be supervised by a foreman who has passed the applicable self-administered examination for the appropriate low-slope roofing system to which the Guarantee applies. Prior to the initial installation of a GAF Single Ply system by Contractor, Contractor must schedule and attend a training session conducted by GAF authorized personnel.

f. Inspection/Workmanship. You must achieve an average inspection score of at least 7 on each GAF inspection which is covered by a Guarantee.

g. Use of GAF Products. You agree that in each contract year of this Agreement, not less than 30% of the amount paid for all of your purchases of low-slope roofing products shall be for GAF roofing products you purchase from authorized independent distributors and other third parties (excluding purchases where an architect, specifier or builder requires that you use a product manufactured by someone other than GAF).

h. Advertising. GAF does not require that you advertise or that you contribute to any advertising programs. If you choose to advertise your business, you may use your own materials to do so. If you include the GAF Marks (as defined in Paragraph 7), in your advertising, you must follow GAF's guidelines for use of the GAF Marks contained in GAF's Tools for Success Guide (the "**Tool Kit**") or otherwise provided to you in writing, and you must immediately discontinue any advertisement if GAF directs you to do so. If you advertise using materials GAF provides which display the GAF Marks, you may not alter the material without GAF's prior written approval, except as described in the Tool Kit.

i. Non-Disparagement. During the term of this Agreement and after its expiration or termination for any reason, you will not make any false, misleading or disparaging statements about GAF or any of its competitors to any

customers or consumers of GAF's products or potential customers or consumers of GAF's products, GAF's vendors or potential vendors or the media.

j. Late Payments. Amounts you owe with respect to any products or services you purchase from GAF or its affiliates which are not paid within ten (10) days of the date payment was due will bear interest from the date due, until paid, at the rate of 18% per annum or the highest rate permitted by applicable state law, whichever is less. Interest will be calculated on a daily basis.

k. Insurance.

i. You, at your sole cost and expense, shall procure and maintain in full force and effect during the initial term and any renewal term of this Agreement and for longer if specified below, the following types of insurance and in the amounts indicated:

(1) 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.

(2) Worker's Compensation: statutory worker's compensation benefits or local equivalent covering you and all your employees (including principals), representatives and agents.

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

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

iv. You 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. You shall indemnify, defend and hold harmless GAF from and against the failure of any such subcontractor to be so insured. Prior to allowing any subcontractor onto the jobsite, you shall obtain from the subcontractor an original certificate of insurance evidencing all of the above insurance requirements. No later than the renewal date of any insurance policies required of a subcontractor by this Agreement, you shall obtain from such subcontractor new, original certificates of insurance evidencing such subcontractor's renewed insurance policies as required by the terms of this Agreement.

v. You agree 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 you shall, from time to time, at the request of GAF, furnish evidence satisfactory to GAF 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.

vi. GAF 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 GAF shall not be liable for any loss or damage thereto.

l. True and Correct Information. You represent, warrant and covenant that all information provided to GAF, either in your application for membership in the Program or otherwise, shall remain true and correct and, in the event any such information changes, you shall promptly notify GAF.

m. Roofing System Approval References. Contractor shall provide references, including such reference's address, contact information and manufacturer of roofing system installed, as requested by GAF to demonstrate experience in the low-slope roofing system(s) for which Contractor seeks approval.

6. Confidentiality. During the term of this Agreement and after its expiration or termination, you shall keep confidential the confidential and proprietary information of GAF, including the contents of this Agreement, the Tool Kit and other details of the Program (other than details that are publicly available), and any other information about GAF's operations, marketing plans, and products, obtained as a result of your participation in the Program. Any such confidential information shall be used only for your operation of your business that is participating in the Program under this Agreement, and you shall divulge such confidential information and material only to your employees, subcontractors or agents (collectively, "**Representatives**") who need to know such information so that you may comply with the Program, provided that you shall be liable for any unauthorized disclosure by any of your Representatives.

7. Trademarks. GAF grants you a limited, non-exclusive, non-transferable license to use the name "GAF" and certain other trademarks, service marks, logos and slogans owned or licensed by GAF (the "**GAF Marks**") in connection with identifying yourself as a GAF Authorized™ Roofing Contractor and selling any GAF products in connection therewith, so long as such use is in full compliance with the provisions of this Agreement and in accordance with the rules prescribed from time to time by GAF in the Tool Kit or elsewhere. You shall limit your use of all GAF Marks to such uses specifically authorized in the Tool Kit and you shall conduct your business in a manner that reflects favorably at all times on GAF, the Program and the GAF Marks. You 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, the GAF Marks or any other member of the Program. In the event of any infringement of, or challenge to, your use of any name, mark or symbol GAF licenses to you, you must immediately notify GAF, and GAF will have sole discretion to take any action deemed appropriate in order to preserve and protect the ownership, identity and validity of the GAF Marks, and if any administrative proceeding or litigation takes place concerning the GAF Marks, GAF will control that action. GAF is not required under this Agreement to protect your right to use the GAF Marks or to protect you against claims of infringement or unfair competition arising out of your use of the GAF Marks. If it becomes advisable at any time in the sole discretion of GAF to modify or discontinue the use of any name or mark and/or use one or more additional or substitute names or marks, you will be responsible for the tangible costs (such as replacing signs and materials). GAF is not required to participate in your defense or indemnify you for any expenses or damages if you are a party to a proceeding involving one or more GAF Marks, regardless of the outcome of that proceeding. You may not contest, directly or indirectly, GAF's ownership, title, right or interest in the GAF Marks, or the trade secrets, methods, procedures and advertising techniques which are part of the Program, or oppose, petition to cancel, challenge, or contest GAF's right to register, maintain, use or license others to use the GAF Marks, trade secrets, methods, procedures or techniques.

8. Independent Contractor.

a. Independent Contractor. The parties understand and agree that this Agreement does not create a fiduciary relationship between them, that you are 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. This Agreement is not a franchise agreement and does not create a franchisor-franchisee relationship.

b. Notice of License to Public. During the term of this Agreement and any extensions hereof, you shall hold yourself out to the public as an independent contractor, unaffiliated with GAF other than as a member of the GAF Authorized Roofing Contractor Program, and you shall not identify yourself as an employee or agent of GAF.

c. Your Employees. You will be solely responsible for all employment decisions and functions, including hiring, firing, discipline, supervision, setting terms of employment and compensation and implementing a training program for employees of your business. You will never represent or imply to prospective employees and employees that they will be or are employed by GAF or any affiliate of GAF. GAF shall not control or have access to your funds or the expenditure thereof, or in any other way exercise dominion or control over your business or employees.

d. No Agency; Indemnification. The parties understand and agree that nothing in this Agreement authorizes you to make any contract, agreement, warranty or representation on GAF's behalf, to bind GAF, or to incur any debt or other obligation in GAF's name, and that GAF 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 yours in your conduct of your business or any claim or judgment arising therefrom against GAF. You shall defend, indemnify and hold harmless GAF, 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 your operations or conduct.

9. Assignment. GAF may sell, assign or otherwise transfer all or any part of its rights or obligations under this Agreement to any other person or legal entity, including a competitor, provided the assignee assumes all of GAF's assigned obligations. The rights, privileges and obligations of membership in the Program are granted only to you as the contractor under this Agreement and are not assignable or transferable in any manner, to any other person or entity, without the prior express written consent of GAF, which may be given or withheld in GAF's sole discretion. GAF may require as a condition to any transfer that the new contractor qualifies and signs the current form of this Agreement and agrees to attend any training GAF requires, you sign a general release in favor of GAF and its affiliates, all of your outstanding accounts are paid, and other criteria determined by GAF in its sole discretion.

10. Default and Termination.

a. Default with No Opportunity to Cure. GAF may, at its option, terminate this Agreement and all rights granted hereunder, without affording you any opportunity to cure the default, effective immediately upon your receipt of GAF's written notice terminating this Agreement if any of the following events occur: (i) if you become legally insolvent or make a general assignment for the benefit of creditors, or if a petition in bankruptcy is filed by you or such a petition is filed against and consented to by you, or if you are adjudicated bankrupt, or if a bill in equity or other proceeding for the appointment of a receiver for you or other custodian for your business or assets is filed and consented to by you; (ii) if you or any person with direct or indirect control over your management or policies engages in deceptive, misleading or unethical practices, is charged with or convicted of any crime or offense that GAF believes is likely to have an adverse effect on the Program, the GAF Marks, the goodwill associated therewith, or GAF's interest therein, or engages in behavior that, in the sole judgment of GAF, is in violation of your obligation to uphold the operating principles set forth in Paragraph 5a; (iii) if you attempt to transfer control of your business or any rights or obligations under this Agreement without GAF's prior written consent; (iv) if you fail to comply with any covenant not to compete contained in Paragraph 12; (v) if you receive three written notices of default hereunder during a 12-month period, whether or not such defaults are cured after notice; (vi) if you have made any material misrepresentation or omission in your application for membership in the Program; or (vii) if you do not comply with your warranty service and inspection score requirements in Paragraphs 5b and 5f.

b. Default with Opportunity to Cure. You shall have ten (10) days after receipt of written notice from GAF of a default in a payment obligation to GAF to cure such default. Other than a payment default or a default listed in Paragraph 10a, you shall have twenty (20) days after receipt of written notice to cure a default hereunder and provide evidence thereof to GAF which is satisfactory to GAF. If any such default is not cured within the time specified, at GAF's option this Agreement shall terminate without further notice to you, effective immediately upon the expiration of the applicable cure period.

c. Contractor Termination. You may terminate this Agreement at any time after the first anniversary of the Starting Date, provided that you shall give GAF at least thirty (30) days' prior written notice of any such termination.

d. GAF Termination for Convenience. GAF may terminate this Agreement at any time upon at least thirty (30) days' prior written notice.

e. Termination of Approval for Specific Roofing System. GAF may, at its sole discretion and upon ten (10) days' written notice, terminate your approval for a specific roofing system. In the event of such termination, your rights and obligations hereunder shall terminate with respect to such roofing system without affecting other roofing systems for which you have been approved pursuant to Paragraph 2.

11. Obligations upon Termination.

a. Obligations. Upon termination for any reason, expiration or a permitted transfer of this Agreement, all rights granted hereunder to you shall immediately terminate. You must permanently cease use of any GAF Marks and the

Tool Kit and return the Tool Kit and return, at GAF's request, any other materials GAF provided to you, unless otherwise licensed to you under another program, and pay any and all amounts due to GAF and its affiliates. You must cease holding yourself out as a GAF Authorized Roofing Contractor, completely de-identify with the Program, and comply with the non-competition, confidentiality and other provisions of this Agreement which expressly or by implication are intended to survive the termination or expiration of this Agreement. Notwithstanding termination for any reason, expiration or a permitted transfer of this Agreement, you must continue to make repairs described in Paragraph 5b.

b. Guarantee Registration After Termination. Whether this Agreement is terminated by you or GAF, for any Guarantees for roofs installed prior to the termination date to be effective, such Guarantees must be registered by you by no later than thirty (30) days after such termination date. Unused prepaid Guarantees cannot be registered for roofs installed after the termination of this Agreement, whether by you or GAF for any reason.

12. Disputes Between the Parties.

a. Resolution. The parties agree to make a diligent, commercially reasonable attempt to resolve any disputes arising out of or concerning the provisions of this Agreement or the Program. If the parties are unable to resolve a dispute within fifteen (15) days after notice from one party to the other, except for your violation of the confidentiality provisions in this Agreement or any misuse of the GAF Marks, such dispute shall be settled by final and binding arbitration by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA") at the offices of the AAA in the state nearest the location of your offices. Within thirty (30) days after an arbitrator has been selected, the parties shall provide all documents and electronically stored information ("ESI") related to or necessary to the prosecution or defense of any claim, defense or legal theory presented in the arbitration by either party. The parties shall only be required to produce ESI that is stored in a reasonably accessible medium. No other document requests, interrogatories or requests for admissions shall be permitted. If either party desires to file a dispositive motion, that party must first submit a letter to the arbitrator outlining the legal and factual issues that it contends are ripe for summary disposition. The opposing party shall have five (5) days to submit a letter detailing its position on the requested motion. Within two (2) weeks of submission of the opposing party's letter, the arbitrator shall determine whether the requesting party shall be permitted to file a dispositive motion. The decision of the arbitrator shall be final and binding upon the Parties and shall be set forth in a written reasoned opinion, and any award may be enforced by either party in any court of competent jurisdiction. Any award of the arbitrator shall include interest from the date of any damages incurred for breach or other violation of this Contract, and from the date of the award until paid in full, at the rate of one percent (1%) per month compounded monthly. Except as may be required by law, neither party may disclose the existence, content or results of any arbitration hereunder without the prior written consent of the other party.

(i) The Parties agree that any arbitration arising out of or relating to this Agreement may include by consolidation, joinder or joint filing, any additional person or entity not a party to this Agreement (including but not limited to your subcontractors and vendors) to the extent necessary to achieve an efficient and equitable resolution of the issues. You expressly agree to include in all of your subcontracts with your subcontractors and vendors relating to this Agreement, a clause providing that the subcontractor or vendor agrees and consents to being joined to any arbitration and/or proceeding between you and GAF.

(ii) Upon the request of GAF, you agree and consent to being joined to the extent necessary to achieve an efficient and equitable resolution of the issues, by consolidation, joinder, or joint filing to any dispute, lawsuit, arbitration and/or proceeding between you and/or any other entity or party arising out of or relating to this Agreement or any services performed hereunder.

b. Injunctive Relief. You acknowledge that irreparable injury may result to GAF and its business upon a breach or threatened breach of Paragraphs 5i, 6, 7 and 11a and that money damages may not be a sufficient remedy for any such breach. You therefore agree that upon any act in violation or threatened violation of any such provision, GAF shall be entitled, in addition to such other remedies now or hereafter available at law, in equity, by statute or otherwise, to seek damages and relief as may be available under applicable law, including obtaining a temporary restraining order and/or a permanent injunction prohibiting you from engaging in any such act or specifically enforcing this Agreement, as the case may be, without proof of damages or posting a bond.

13. Communications and Website. You agree and acknowledge that through membership in the Program, you consent 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, e-mail, fax, or text message. You fully and completely release any and all claims you may have had in the past or may have in the future based on your receipt of marketing communications from GAF or third parties. In addition, membership in the Program requires you to permit GAF (but not the obligation) to include your name, address and telephone number on any website owned by GAF or a third party at GAF's sole discretion. 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>.

14. Governing Law; Remedies. This Agreement shall not be effective until signed by you and accepted by GAF as evidenced by the signature of this Agreement by an authorized officer of GAF. This Agreement shall be interpreted and construed under the substantive laws of the State of Delaware without reference to its conflict of laws principles, 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. Representations and Warranties. You hereby represent and warrant that you have the unrestricted right, power, authority and capacity to execute and deliver this Agreement and to perform the obligations herein.

16. Miscellaneous.

a. Entire Agreement. 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 mutually agreed to by the parties, and executed by the parties or their authorized officers or agents in writing.

b. Amendment of Agreement by GAF. GAF 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 you (an "**Amendment Notice**"). Notwithstanding Paragraphs 3 and 10c, if you do not accept or agree to such changes, you may terminate this Agreement without penalty by giving written notice to GAF no later than thirty (30) days after receipt of the Amendment Notice, and GAF shall then (i) refund to you an amount equal to the purchase price of any Guarantees which have not yet been sold to a customer and (ii) register Guarantees for any project that was bid prior to your notice of termination as long as you identify in your termination notice any project for which you may wish to register a Guarantee. GAF may also modify the Program and the Tool Kit at any time upon written notice to you.

c. Severability. 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. Due Diligence. You acknowledge that you have conducted an independent investigation of all aspects relating to the Program and recognize that the benefits to participation in the Program as a member as contemplated by this Agreement will be largely dependent upon your skills and ability as an independent businessperson. You acknowledge that you have received, read and understand the terms and conditions of this Agreement, and that you have been afforded ample time and opportunity to consult with advisors of your own choosing about the benefits and obligations of membership in the Program pursuant to this Agreement.

e. Headings. All headings in this Agreement are intended solely for the convenience of the parties, and none will be deemed to affect the meaning or construction of any provision.

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

GAF

Company Name: _____

By: _____

Signature: _____

Name: _____

Print Name: _____

Title: Vice President, Certified Program & Services

Title: _____

EXHIBIT A
GUARANTEES AVAILABLE

	Weather Stopper® Integrated Roofing System Guarantee	System Pledge Roof Guarantee	Emerald Pledge™ NDL Restoration Guarantee	All-American Integrated System Guarantee
Asphaltic Systems	YES	YES	NO	YES
Single Ply Systems	YES	YES	NO	YES
Restoration Systems	YES	NO	YES	YES

ENROLLMENT BOOKLET CHECKLIST

Did you complete all of the steps?

- Step 1 Fill out and sign the application, including:
 - Copy of State License
 - Copy of Workers' Comp and General Liability Insurance Certificates
 - State Sales Tax Identification Number (if applicable)
 - Project References
- Step 2 Review requirements and gain GAF Territory Manager's approval
- Step 3 Review and sign the Agreement

How to Submit the Enrollment Booklet...

- Send completed Enrollment Booklet including copies of licenses and insurance to:

GAF
Certified Contractor Program
1 Campus Drive
Parsippany, NJ 07054

What You Can Expect After Your Application Is Accepted...

- Within three weeks of approval, you will receive an enrolment kit that includes:
 - *Authorized Contractor Certificate*...to show off your Status
 - *Tools for Success brochure*...detailing all the tools, benefits, and procedures
 - *Training Videos*...installation videos for your crews
- Your GAF Territory Manager will schedule a meeting to review all of the programs, tools, and services that are available to you

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