Master Select Roofing Contractor Enrollment

Updated: 4/2015



GAF's Certified Contractor Program

Our Goal At GAF...

To invest in tools and programs to help the industry's best contractors make more money and avoid hassles.

We want to help the best contractors build their business – not buy it.

How our Program is different...

- Access to all Systems...
 - o Not vested in one technology Systems for all roof types and budgets including Asphaltic (Torch, Mop, Cold), Single Ply, and Restoration
- Fair and objective measurement methods...
 - o Use three population "zones" to fairly treat contractors in all market sizes
- Reward consistent quality...
 - o Contractors that install with high quality are rewarded with increased benefits
- *True business building tools...*
 - o More than just a guarantee program we invest in tools and programs to help contractors make more money!
- Not a "have job, will certify" Program...
 - o We are looking for long-term partnerships with the industry's best contractors.

Two enhanced Guarantees available...

- Diamond Pledge (NDL) Guarantee...
 - o Only Master Select and Master Contractors can offer these guarantees
- System Pledge Guarantee...
 - o Another more affordable option that is available to our Certified Contractors

Key Guarantee Additions...

- Eliminator[™] Advantage...
 - o "Eliminates" the need for re-cover board saves you time and money

Key Program Additions...

- Consistent quality is rewarded...
 - o Contractors that maintain an 8 average or better will receive the exclusive Master Select benefits of Pre-Issuance on Guaranteed jobs and leads from GAF
- Select Specifications for Master Select Contractors only...
 - o Numerous systems that only Master Selects can offer ask your GAF Territory Manager for more details
- "Master 10" Program...
 - o Contractors will receive a framed certificate for every Diamond Pledge (NDL) Guarantee job where they receive a perfect score of 10
- SmartRegistation Guarantee Program...
 - o Improved services to help you avoid hassles. On-line and phone-in guarantee registration is available for Master Select contractors.

Program Benefits

The Master Contractor Program is more than just a "Guarantee" program. Here's proof...

	Here's proof
Generate Quality Leads	 Tools Designed to Help You Gain Attention ✓ National Advertising Campaigns- Trade & Consumer Magazines, Newspapers, Cable TV, Radio, etc. ✓ Architect "Box Lunch" Presentations pre-packaged presentations that you can use with Architects, specifiers, and consultants. ✓ National Account Team GAF's full-time representatives driving business for our best contractors – over 100 million in-business proposals on the street ✓ Architect Information Services generating over 3,000 specifications per month. Provides written submittals for you!
Close More Sales	Great Tools to Separate Your Business from the Competition ✓ Systems for all roof types and budgets GAF is not vested in one technology- we have torch, mop, cold applied, single ply, and restoration systems giving you the ability to offer solutions for all roof types (and budgets). ✓ Master Select Brochure use with property owners – shares why you are their best and safest choice.
Mans	 ✓ Diamond Pledge (NDL) Guarantee "No Dollar Limit" coverage for all Systems Asphaltic Systemsfrom 5 to 20 year options available Single Ply Systems10 to 20 years options available Restoration Systemsfrom 2 to 15 year options available ✓ Select Specifications – for Master Selects only – certain Systems that can only be installed by GAF Master Select contractors. Ask your GAF Territory Manager for more details.
Reinforce Trust	Providing You Professional Selling and Marketing Tools ✓ Free Business Cards ✓ Master Select Contractor Plaque and Certificate ✓ Custom Truck Signs, Job-Site Signs "Master 10" Program ✓ Your Team will receive a framed certificate for every Diamond Pledge (NDL) Guarantee installation that receives a perfect score of 10. Master Select Excellence Awards ✓ Three award categories designed to help you prove that you are the "best of the best" ○ System Protection Excellence Award ○ Training Excellence Award
Reduce Costs	Unique Business Tool Savings ✓ SmartRegistration Guarantee Program • Pre-Issuance on Guarantee jobs (must qualify) get your money faster! • On-line and phone-in Guarantee registration less hassles and faster turn around • Invoice guarantee fees we will invoice you for your guarantee fees ✓ NRCA Membership GAF sponsored discount for first time membership ✓ Vehicle Leasing Discount Program for your company and employees ✓ Staples Purchasing Program potential savings through on-line ordering, through staples.com ✓ Sprint Purchasing Program savings for new and existing Sprint customers
Increase Capabilities	Center for the Advancement of Roofing Excellence C.A.R.E. is dedicated to training all sectors of the roofing industry including contractors, distributors, architects, property owners, builders, and more! Sales and installation training classes Training Centers in both Michigan City, IN (near Chicago) and Walpole, MA (near Boston). Also training "road shows" near you or even at your yard! Ask your GAF Territory Manager for more details. At-home training manuals Pro Field Guides at-home training that include quizzes for your employees on proper installation for all GAF's Low and Steep Slope Systems

Step 1

Fill Out and Sign Application

GAF MASTER Commercial Barbing Centractive

The Basics...

Company	Inform	ation
Company	Iniorm	auon

Ple	ase	fill	out	the	inf	orm	ation	below	٠.

Company Name	The state of the s		Key			7
			Contact			_
DBA			Title			_
Street Address			City			_
State			Zip Code			_
Phone Mailing address if d	ifferent from street addres	ys (i.a. Dost Office Day	E-mail			-
Maning address, if d	merent from street addres	ss (i.e. Fost Office Box,	etc.):			
Years in business		State where Compan	y is registered			
Your company	☐ Proprietorship	☐ Corporation	□ Partn	ership	□Other	
is						
Key Personnel		Title				٦
1.						_
2.						
3.						
Preferred Method Of	Communication*					_
· ·	ou would like GAF to comm	nunicate with you.				
☐ Email (provide p	referred address):	•				
	eferred fax number):					
*Please note: GAF will be	sending you various communicati	ons via fax throughout the co	ourse of your enroll	ment.		_
	k Area Statistical Area (based on pwhich "Zone" applies to you		t least 80% of y	our wor	k? See Exhibit I (in th	is
MSA Population Are	11 -	Zone (A, B	or C)			7
P			/			
Ein an ai al Da afila						_
Financial Profile	ged ownership in the last three	vanra?	г	∃No	□Yes	
	cers started or have been invol-			INo	□Yes	
	iens or suits pending against y		_	∃No	□Yes	
Have any business-relate	ed checks been returned for ins	ufficient funds within the	past year?	∃No	□Yes	
	d to complete a construction co			∃No	□Yes	
0 1 0	the above, please attach a state	Ü		73.7		
	l licenses to install roofs in yourker's compensation and liability			∃No	□Yes	
	ographic area? (attach copy)	ty mourance appropriate is		∃No	□Yes	
, , ,	ntification Number					
	equire a sales tax I.D. numb	er: Connecticut Iowa M	Michigan New	Iersev 1	New York Texas and	West
	te in one of these states, ple				ivew Tork, Texas, and	*** 051
2 1	Tax Identification Number:	•	wit 1.2 : 11 4 1110 4 1	0010		
		-				
Distributor Reference						
	in halow for your primary dist	abutor				
	on below for your primary distr					7
Distributor Name	on below for your primary distr	Phone				
	on below for your primary distr					

Step 1 Fill Out and Sign Application



Previous Contract Have you ever previous • If yes, please list		F Certified Contract		□No	□Yes	
Are you currently enrol • If yes, please list	led in any other manuf]No	□Yes	
Installation Quality Please list references be references GAF or U.S. have installed. Please be	elow, in each technolog Intec guaranteed histo be sure to include the na	ry in that technology	, list a reference from			
Asphaltic System		C	Dl N	_ [M C	
Company Name	City, State	Contact	Phone Number		Manufacturer	
1.						
2. 3.						
3.						
Note: Contractors M Company Name 1. 2. 3.	AF Start-Up Training? UST have training in Sing City, State		□Yes erGuard Authorized Pers Phone Number			lation.
Restoration Syste		Contact	Phone Number	. 1	Manufacturer	
Company Name	City, State	Contact	Phone Number	-	Manufacturer	
2						
2.						
3.						
Contractor Authoriza: I hereby give GAF permis also authorize my distribu accurate to the best of my I understand that I am respecification requirements	ssion to utilize the referent tor reference to provide of knowledge. ponsible for installing the	redit information to G. se systems in a skilled	AF. I certify that the info workman like manner an	ormati	ion in the "Applica	tion Section"
Contractor's Signature			Date			
Print Name						

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

Program Requirements	Criteria	Meets or Exceeds
Minimum Years In Business	5	
Properly Licensed – please include copy	Yes	
Appropriate Insurance – please include copies	Yes	
Bonding Capability	Yes	
Good Credit Rating	Yes	
Current With Primary Distributor	Yes	
No Significant Undisclosed Workmanship	Yes	
Judgments Against Firm		

Annual Minimum Requirements These minimum requirements must be met within 12 months of enrollment and includes maintaining all of the above plus the following:		Criteria		Contractor Commits to Meet or Exceed
Minimum Cumulative Annual NDL Guaranteed	Contrac	ctor Zone (circl	le one)	
Squares All Systems will be counted towards the minimum	Zone A	Zone B	Zone C	
volume requirements	3,000	1,500	1,000	
Minimum % of Total Discretionary Business*		40%	1	
Foremen Installing GAF Guaranteed Work Pass Self-Administered Exam (By System Application Utilized)	Yes			
Need Minimum Inspection Quality Rating – Guaranteed Jobs	7 or better to maintain Master Select status 8 or better to maintain exclusive Master Select benefits			

^{*}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.

We understand that our obligations under the Master Select Contractor Agreement remain in full force and effect and that we must fulfill the above annual minimum requirements to stay in this Program. Also I hereby authorize GAF to contact us periodically by either email or fax.

above aimual minimum requirements to stay in this r rogram. Als	so I hereby authorize GAI to	o contact us periodically by either email of la	ıx.
Contractor's Signature	Date		
Print Name	I		
As a GAF representative, I verify to the best of my ability that the best of my ability that this contractor either has met or will me	1		m t
GAF Representative Signature	Terr. #	Date	
GAF Representative Name (print)			
Final Approval - Corporate HQ (Parsippany, NJ) A GAF Corporate Representative		ions	

MASTER SELECT ROOFING CONTRACTOR PROGRAM PARTICIPATION AGREEMENT

-	This agreer	ment (this "Agre	eement") is made				20 (the "Starting Dat	e"), between P	Building
1	Materials	Corporation	of America	d/b/a	GAF.	a	Delaware corporation	n = ("GAF"),	and
			_				_, a company organized	under the laws	of the
(State	of					whose	address	is
							(" v (ou").	

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 five 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 Master SelectTM 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. <u>Background and Enrollment Booklet is Part of Agreement</u>. 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. <u>Master SelectTM Roofing Contractor Program Membership</u>. 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. Further, GAF, in its sole discretion, may approve you to receive certain Master Select Benefits, which include authorization to undertake certain projects which are exclusive to those approved for Master Select Benefits.
- 3. <u>Term.</u> 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. <u>Commitments of GAF</u>. GAF will provide, or offer to provide you the following services or materials that are designed to enhance your business.
- a. <u>Leads</u>. Access to leads generated through advertising and marketing materials available from GAF, including, at your option, a hyperlink to your web page from GAF's web page and inclusion in GAF's Internet locator to identify you as a Master SelectTM Roofing Contractor when a potential customer types in a zip code.

- b. <u>Sales Tools</u>. Tools and services, at GAF's cost (or less), that reinforce trust, help close sales, help reduce costs and increase capabilities ("**Sales Tools**").
- c. <u>Group Purchasing</u>. 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. <u>Installation and Safety Manuals and Examinations</u>. Provide installation and safety training manuals and administer crew supervisor/foreman Installation and Safety Examination.
- e. <u>Marketing Tools</u>. Special marketing materials, offered to you at GAF's out-of-pocket cost (or less), including customized pitch books, DVDs, business cards, Master Select Roofing Contractor plaques, certificates, apparel and custom vehicle and job-site signs ("**Marketing Tools**").
- f. <u>Advisory</u>. 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. <u>Additional Services</u>. 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. <u>Guarantee Products</u>. Subject to the terms and conditions of this Agreement, GAF authorizes you to offer to your customers, and only for the low-slope roofing system(s) for which you are approved under Paragraph 2 of this Agreement, the warranties and guarantees as set forth on <u>Exhibit A</u> ("**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. <u>Optional Services</u>. 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. <u>General</u>. 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. GAF will periodically monitor your promotion and sale of Guarantees and may contact you to discuss your progress in meeting the 12 Month Threshold (as defined below), especially during the Initial Term. 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).
- ii. <u>Guarantee Purchases During Each 12 Month Term.</u> During each calendar year, you are expected to purchase and register with GAF Guarantees on an aggregate amount of roofing systems of any of the types of GAF low-slope roofing systems for which you are approved pursuant to Paragraph 2, not less than as set forth below (or in such amounts as determined by GAF in its sole discretion) (the "12 Month Threshold"):

Contractors in Contractor Zone A: Minimum 3,000 squares

Contractors in Contractor Zone B: Minimum 1,500 squares

Contractors in Contractor Zone C: Minimum 1,000 squares

You will pay the bona fide wholesale price for the Guarantees as in effect at the time of purchase. GAF's election to renew this Agreement in accordance with Paragraph 3 may be effected by your failure to achieve the 12 Month Threshold.

- iii. <u>Payments Non-refundable</u>. 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.
- iv. <u>Taxes</u>. 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. <u>Guarantee Administration</u>. 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. GAF reserves the right, at its sole discretion, to issue a Notice of Award for Guarantees prior to receipt of the full Guarantee Fee provided that you have notified GAF of such Guarantee at least fourteen (14) days prior to the start of installation and you have followed all of GAF's other procedures for awarding of a Guarantee.

- e. <u>Training</u>. 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. <u>Inspection/Workmanship</u>. You must achieve an average inspection score of at least 7 on each GAF inspection for a project which is covered by a Guarantee. Further, you must achieve an average inspection score of at least 8 on each GAF inspection for a project which is covered by a Guarantee in order to maintain your Master Select Benefits approval.
- g. <u>Use of GAF Products</u>. You agree that in each contract year of this Agreement, not less than 40% 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. <u>Advertising</u>. 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. <u>Non-Disparagement</u>. 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. <u>Late Payments</u>. 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) <u>Commercial General Liability Insurance</u>: 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) <u>Worker's Compensation:</u> 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 or their employees, representatives or agents and GAF shall not be liable for any loss or damage thereto.
- l. <u>True and Correct Information</u>. 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. <u>Roofing System Approval References</u>. 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. <u>Confidentiality</u>. 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.
- 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 Master SelectTM 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. <u>Independent Contractor</u>.

- a. <u>Independent Contractor</u>. 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. <u>Notice of License to Public</u>. 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 Master SelectTM Roofing Contractor Program, and you shall not identify yourself as an employee or agent of GAF.
- c. <u>Your Employees</u>. 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. <u>No Agency; Indemnification</u>. 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. <u>Assignment.</u> 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. <u>Default with Opportunity to Cure</u>. 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. <u>Contractor Termination</u>. 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. <u>GAF Termination for Convenience</u>. GAF may terminate this Agreement at any time upon at least thirty (30) days' prior written notice.
- e. <u>Termination of Approval for Specific Roofing System and Master Select Benefits</u>. GAF may, at its sole discretion and upon ten (10) days' written notice, terminate your approval for a specific roofing system or your approval to receive Master Select Benefits under Paragraph 2. In the event of such termination, your rights and obligations hereunder shall terminate with respect to such roofing system or Master Select Benefits, as applicable, without affecting other roofing systems or Master Select Benefits, as applicable, for which you have been approved pursuant to Paragraph 2.

11. Obligations upon Termination.

- a. <u>Obligations</u>. 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 Master SelectTM 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. <u>Guarantee Registration After Termination</u>. 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.
- c. <u>License and Insurance</u>. You shall maintain in full force and effect for a period of two (2) years following the date of the last Guarantee issued by you the insurance coverage set forth in Paragraph 5k.

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. <u>Injunctive Relief.</u> 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. <u>Communications and Website</u>. 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. <u>Governing Law; Remedies</u>. 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.
- 16. <u>Representations and Warranties</u>. 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.

17. Miscellaneous.

a. <u>Entire Agreement</u>. 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. <u>Amendment of Agreement by GAF</u>. 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. <u>Severability</u>. 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. <u>Due Diligence</u>. 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. <u>Headings</u>. 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	Diamond Pledge TM NDL Roof Guarantee	Emerald Pledge TM NDL Restoration Guarantee	All- American Pledge TM Roof Guarantee	All- American Integrated System Guarantee
Asphaltic Systems	YES	YES	YES	NO	YES	YES
Single Ply Systems	YES	YES	YES	NO	YES	YES
Restoration Systems	YES	NO	YES	YES	YES	YES

EXIIIDIL I –	please locate the MISA where	you do at least 80°	% or you
State(s)	MSA Area	Population	Zone
AK	Anchorage	351,049	В
AK	Fairbanks	87,560	С
AL	Anniston-Oxford	112,141	С
AL	Auburn-Opelika	123,254	С
AL	Birmingham-Hoover	1,090,126	Α
AL	Decatur	148,345	С
AL	Dothan	136,594	С
AL	Florence-Muscle Shoals	142,351	С
AL	Gadsden	103,189	С
AL	Huntsville	368,661	В
AL	Mobile	401,427	В
AL	Montgomery	357,244	В
AL	Tuscaloosa	196,885	С
GA-AL	Columbus	284,299	В
AR	Hot Springs	93,551	С
AR	Jonesboro	112,084	C
AR	Little Rock-North Little Rock	643,272	В
AR	Pine Bluff	104,865	С
7111		104,000	
AR-MO	Fayetteville-Springdale- Rogers	405,101	В
AR-OK	Fort Smith	284,994	В
TN-MS-AR	Memphis	1,260,905	A
	•		C
TX-AR	Texarkana	133,805	
AZ AZ	Flagstaff Phagain Maga Sagtadala	123,866	C
	Phoenix-Mesa-Scottsdale	3,865,077	A
AZ	Prescott	198,701	С
AZ	Tucson	924,786	В
AZ	Yuma	181,277	С
CA	Bakersfield	756,825	В
CA	Chico	214,185	В
CA	El Centro	155,823	С
CA	Fresno	877,584	В
CA	Hanford-Corcoran	143,420	С
CA	Los Angeles-Long Beach- Glendale	9,935,475	А
CA	Madera	142,788	С
CA	Merced	241,706	В
CA	Modesto	505,505	В
CA	Napa	132,764	С
CA	Oakland-Fremont-Hayward	2,466,692	Α
	Oxnard-Thousand Oaks-		
CA	Ventura	796,106	В
CA	Redding	179,904	С
CA	Riverside-San Bernardino- Ontario	3,909,954	А
	SacramentoArden-Arcade	, ,	
CA	Roseville	2,042,283	Α
CA	Salinas	412,104	В
CA	San Diego-Carlsbad-San Marcos	2,933,462	А
2.	San Francisco-San Mateo- Redwood City	1,685,996	А
CA			
CA CA	San Jose-Sunnyvale-Santa Clara	1,754,988	Α
CA	Clara		
		1,754,988 255,478 2,988,072	A B A

CA CA	Third the Bone for your con		
C^	Santa Cruz-Watsonville	249,666	В
CA	Santa Rosa-Petaluma	466,477	В
CA	Stockton	664,116	В
CA	Vallejo-Fairfield	411,593	В
CA	Visalia-Porterville	410,874	В
CA			С
	Yuba City	156,029	
CO	Colorado Springs	587,500	В
CO	Fort Collins-Loveland	271,927	В
CO	Grand Junction	129,872	С
CO	Pueblo	151,322	С
CO	Boulder	280,440	В
СО	Denver-Aurora	2,359,994	Α
CO	Greeley	228,943	В
CT	Bridgeport-Stamford-Norwalk	902,775	В
- Ci	Hartford-West Hartford-East	902,773	Ь
СТ	Hartford	1,188,241	Α
_		,,	
СТ	New Haven-Milford	846,766	В
CT	Norwich-New London	266,618	В
DC-VA-MD-	Washington-Arlington-	200,010	Ь
WV	Alexandria	4,066,382	Α
		, ,	
DC-VA-MD- WV	Washington-Arlington- Alexandria	5 214 666	٨
VVV	Alexanuna	5,214,666	Α
5.5	Barrar	440.000	
DE	Dover	143,968	С
DE-MD-NJ	Wilmington	687,150	В
FL	Cape Coral-Fort Myers	544,758	В
F1	Deltona-Daytona Beach-	400.055	_
FL	Ormond Beach	490,055	В
	Fort Lauderdale-Pompano		
FL	Beach-Deerfield Beach	1,777,638	Α
	Fort Walton Beach-Crestview-		
FL	Destin	182,172	С
FL	Gainesville	240,254	В
FL	Jacksonville	1,248,371	Α
FL	Lakeland	542,912	В
FL	Miami-Miami Beach-Kendall		
		2,376,014	A
FL	Naples-Marco Island	307,242	В
FL	Ocala	303,442	В
FL	Orlando-Kissimmee	1,933,255	Α
FL	Palm Bay-Melbourne-Titusville	531,250	В
FL	Panama City-Lynn Haven	161,558	С
FL	Pensacola-Ferry Pass-Brent	439,877	В
FL	Port St. Lucie-Fort Pierce	381,033	В
FL	Punta Gorda	157,536	С
FL	Sarasota-Bradenton-Venice	673,035	В
FL	Sebastian-Vero Beach	128,594	С
FL	Tallahassee	334,886	В
<u>-</u>	Tampa-St. Petersburg- Clearwater	2 647 050	
		2,647,658	Α
FL	Oleai watei	2,0 ,000	
FL	West Palm Beach-Boca		
		1,268,548	А
FL	West Palm Beach-Boca		
FL	West Palm Beach-Boca		
FL FL	West Palm Beach-Boca Raton-Boynton Beach	1,268,548	A
FL FL GA GA	West Palm Beach-Boca Raton-Boynton Beach Albany	1,268,548 162,842 175,085	A C
FL FL GA	West Palm Beach-Boca Raton-Boynton Beach Albany Athens-Clarke County	1,268,548 162,842	A C
FL FL GA GA	West Palm Beach-Boca Raton-Boynton Beach Albany Athens-Clarke County Atlanta-Sandy Springs-	1,268,548 162,842 175,085	A C C

C^	Dolton	121 701	
GA GA	Dalton Gainesville	131,701 165,771	C
GA GA	Hinesville-Fort Stewart	68,627	С
GA GA	Macon	228,712	В
GA GA	Rome	94,198	С
GA GA	Savannah	·	В
		313,883	С
GA CA	Valdosta Warrar Dahina	124,838	
GA AL	Warner Robins	126,163	С
GA-AL	Columbus	284,299	В
GA-SC	Augusta-Richmond County	520,332	В
TN-GA	Chattanooga	492,126	В
HI	Honolulu	905,266	В
IA	Ames	79,952	С
IA	Cedar Rapids	246,412	В
IA	Des Moines-West Des Moines	522,454	В
IA	Dubuque	91,631	С
IA	Iowa City	138,524	С
IA	Waterloo-Cedar Falls	161,897	С
			В
IA-IL	Davenport-Moline-Rock Island	376,309 813,170	В
NE-IA	Omaha-Council Bluffs	813,170	В
IA-NE-SD	Sioux City	142,571	С
ID ID	Boise City-Nampa	544,201	В
ID ID		·	
ID ID	Coeur d'Alene	127,668	C
	Idaho Falls	113,436	
ID	Pocatello	85,908	C
UT-ID	Logan	110,426	C
ID-WA	Lewiston	59,109	С
IL 	Bloomington-Normal	159,013	С
IL 	Champaign-Urbana	215,742	В
IL	Chicago-Naperville-Joliet	7,882,729	A
<u>IL</u>	Danville	82,344	С
<u>IL</u>	Decatur	110,167	С
IL	Kankakee-Bradley	107,972	С
IL	Peoria	369,161	В
IL	Rockford	339,178	В
<u>IL</u>	Springfield	205,527	В
IA-IL	Davenport-Moline-Rock Island	376,309	В
IL-WI	Lake County-Kenosha County	863,226	В
MO-IL	St. Louis	2,778,518	A
INI	Andoroon	120 112	
IN	Anderson	130,412	C
IN	Bloomington	177,709	С
IN	Columbus Flishart Cooker	73,540	С
IN	Elkhart-Goshen	195,362	С
IN	Fort Wayne	404,414	В
IN	Gary	697,401	В
IN IN	Indianapolis-Carmel	1,640,591	A
IN IN	Kokomo	101,362	С
IN	Lafayette	183,340	С
IN	Michigan City-La Porte	110,512	С
IN	Muncie	116,362	С
IN	Terre Haute	168,059	С
IN-KY	Evansville	349,543	В
IN-MI	South Bend-Mishawaka	318,156	В
OH-KY-IN	Cincinnati-Middletown	2,070,441	Α
KY-IN	Louisville-Jefferson County	1,208,452	Α
KS	Lawrence	102,914	С

KS	Topeka	229,075	В
KS	Wichita	587,055	В
MO-KS	Kansas City	1,947,694	Α
MO-KS	St. Joseph	121,961	С
KY	Bowling Green	110,990	С
KY	Elizabethtown	110,646	С
KY	Lexington-Fayette	429,889	В
KY	Owensboro	111,599	С
IN-KY	Evansville	349,543	В
KY-IN	Louisville-Jefferson County	1,208,452	A
OH-KY-IN	Cincinnati-Middletown	2,070,441	A
TN-KY	Clarksville	243,665	В
		-	
LA	Alexandria	147,965	С
LA	Baton Rouge Houma-Bayou Cane-	733,802	В
LA	Thibodaux	199,670	С
LA	Lafayette	247,824	В
LA	Lake Charles	194,977	С
		,	
LA	Monroe	171,138	С
LA	New Orleans-Metairie-Kenner	1,319,367	A
LA	Shreveport-Bossier City	383,233	В
MA	Barnstable Town	226,514	В
IVIA	Darriotable FOWIT	220,017	
MA	Boston-Quincy	1,800,432	Α
IVIA	Cambridge-Newton-	1,000,432	_ ^
MA	Framingham	1,459,011	Α
MA	Essex County	738,301	В
MA	Pittsfield	131,868	С
MA	Springfield	687,264	В
MA	Worcester	783,262	В
	Providence-New Bedford-Fall	·	
RI-MA	River	1,622,520	Α
MD	Baltimore-Towson	2,655,675	Α
MD	Bethesda-Gaithersburg- Frederick	1,148,284	Α
MD	Salisbury	116,247	C
MD-WV	Cumberland	100,667	С
IVID-VV V	Cumbenand	100,667	C
MD-WV	Hagerstown-Martinsburg	251,311	В
DC-VA-MD-	Washington-Arlington-	231,311	ъ
WV	Alexandria	4,066,382	Α
DE-MD-NJ	Wilmington	687,150	В
ME	Bangor	147,068	С
ME	Lewiston-Auburn	108,039	С
	Portland-South Portland-		_
ME	Biddeford	514,227	В
MI	Ann Arbor	341,847	В
MI	Battle Creek	139,191	С
MI	Bay City	109,029	С
MI	Detroit-Livonia-Dearborn	1,998,217	Α
MI	Flint	443,883	В
MI	Grand Rapids-Wyoming	771,185	В
MI	Holland-Grand Haven	255,406	В
MI	Jackson	163,629	С
MI	Kalamazoo-Portage	319,348	В
MI	Lansing-East Lansing	455,315	В
MI	Monroe	153,935	С
MI	Muskegon-Norton Shores	175,554	С
MI	Niles-Benton Harbor	162,611	C
	Saginaw-Saginaw Township		
MI	North	208,356	В

MI	Warren-Troy Formington Hills	2 400 110	^
MN	Warren-Troy-Farmington Hills Rochester	2,490,118 176,984	A C
IVIIN	IVOCHESIEI	170,504	
MN	St. Cloud	181,159	С
IN-MI	South Bend-Mishawaka	318,156	В
MN-WI	Duluth	275,413	В
	Minneapolis-St. Paul-		
MN-WI	Bloomington	3,142,779	Α
ND-MN	Fargo	184,857	С
ND-MN	Grand Forks	97,073	С
WI-MN	La Crosse	128,899	С
MO	Columbia	153,283	С
MO	Jefferson City	143,867	С
MO	Joplin	166,178	С
MO	Springfield	398,124	В
MO-IL	St. Louis	2,778,518	A
MO-KS	Kansas City	1,947,694	A
MO-KS	St. Joseph Fayetteville-Springdale-	121,961	С
AR-MO	Rogers	405,101	В
MS	Gulfport-Biloxi	255,383	В
MS	Hattiesburg	131,871	С
MS	Jackson	522,580	В
MS	Pascagoula	157,199	С
TN-MS-AR	Memphis	1,260,905	Α
MT	Billings	146,593	С
MT	Great Falls	79,569	С
MT	Missoula	100,086	С
NC	Asheville	392,831	В
NC	Burlington	140,533	С
NC	Durham	456,187	В
NC	Fayetteville	345,536	В
NC	Goldsboro	114,448	С
NC	Greensboro-High Point	674,500	В
NC	Greenville	162,596	С
NC	Hickory-Lenoir-Morganton	355,654	В
NC	Jacksonville	152,440	C
NC	Raleigh-Cary	949,681	В
NC	Rocky Mount	145,507	C
NC	Wilmington	315,144	В
NC NO.00	Winston-Salem	448,629	В
NC-SC	Charlotte-Gastonia-Concord Virginia Beach-Norfolk-	1,521,278	Α
VA-NC	Newport News	1,647,346	Α
ND	Bismarck	99,346	С
ND-MN	Fargo	184,857	С
ND-MN	Grand Forks	97,073	С
NE	Lincoln	281,553	В
NE-IA	Omaha-Council Bluffs	813,170	В
IA-NE-SD	Sioux City	142,571	С
NH	Manchester-Nashua	401,291	В
NH	Rockingham County-Strafford County	414,091	В
NJ	Atlantic City	271,015	В
NJ	Camden	1,245,902	Α
NJ	Edison	2,303,709	Α
NJ	Ocean City	99,286	С
NJ NJ	Trenton-Ewing	366,256	В
NJ NJ	Vineland-Millville-Bridgeton	153,252	С
NY-NJ	New York-White Plains-Wayne	11,482,569	A
NJ-PA	Newark-Union	2,152,978	A
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NM Albuquerque 797,940 B NM Farmington 126,208 C NM Las Cruces 189,444 C NW Santa Fe 140,855 C NV Carson City 56,062 C NV Las Vegas-Paradise 1,710,551 A NV Reno-Sparks 393,946 B NY Albany-Schenectady-Troy 848,879 B NY Binghamton 248,422 B NY Gleins Falls 11,47,711 A NY Gleins Falls 11,28,522 C NY Kingston 182,693 C	PA-NJ	Allentown-Bethlehem-Easton	790,535	В
NM Farmington 126,208 C NM Las Cruces 189,444 C NW Santa Fe 140,855 C NV Carson City 56,062 C NV Las Vegas-Paradise 1,710,551 A NV Reno-Sparks 393,946 B NY Albany-Schenectady-Troy 848,879 B NY Binghamton 248,422 B NY Binghamton 128,693 C NY Richanton 180,001 A NY </td <td>NM</td> <td></td> <td></td> <td>В</td>	NM			В
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OR Medford 195,322 C OR Salem 375,560 B Portland-Vancouver-Beaverton 2,095,861 A PA Altoona 126,795 C PA Erie 280,446 B PA Harrisburg-Carlisle 521,812 B PA Johnstown 148,073 C PA Lancaster 490,562 B PA Lebanon 125,578 C PA Philadelphia 3,890,181 A PA Pittsburgh 2,386,074 A PA Reading 396,314 B			•	
OR Salem 375,560 B OR-WA Portland-Vancouver-Beaverton 2,095,861 A PA Altoona 126,795 C PA Erie 280,446 B PA Harrisburg-Carlisle 521,812 B PA Johnstown 148,073 C PA Lancaster 490,562 B PA Lebanon 125,578 C PA Philadelphia 3,890,181 A PA Pittsburgh 2,386,074 A PA Reading 396,314 B			,	
OR-WA Portland-Vancouver-Beaverton 2,095,861 A PA Altoona 126,795 C PA Erie 280,446 B PA Harrisburg-Carlisle 521,812 B PA Johnstown 148,073 C PA Lancaster 490,562 B PA Lebanon 125,578 C PA Philadelphia 3,890,181 A PA Pittsburgh 2,386,074 A PA Reading 396,314 B				
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PA Erie 280,446 B PA Harrisburg-Carlisle 521,812 B PA Johnstown 148,073 C PA Lancaster 490,562 B PA Lebanon 125,578 C PA Philadelphia 3,890,181 A PA Pittsburgh 2,386,074 A PA Reading 396,314 B	OR-WA		2,095,861	Α
PA Erie 280,446 B PA Harrisburg-Carlisle 521,812 B PA Johnstown 148,073 C PA Lancaster 490,562 B PA Lebanon 125,578 C PA Philadelphia 3,890,181 A PA Pittsburgh 2,386,074 A PA Reading 396,314 B				
PA Harrisburg-Carlisle 521,812 B PA Johnstown 148,073 C PA Lancaster 490,562 B PA Lebanon 125,578 C PA Philadelphia 3,890,181 A PA Pittsburgh 2,386,074 A PA Reading 396,314 B				В
PA Johnstown 148,073 C PA Lancaster 490,562 B PA Lebanon 125,578 C PA Philadelphia 3,890,181 A PA Pittsburgh 2,386,074 A PA Reading 396,314 B	PA	Harrisburg-Carlisle	,	В
PA Lancaster 490,562 B PA Lebanon 125,578 C PA Philadelphia 3,890,181 A PA Pittsburgh 2,386,074 A PA Reading 396,314 B	PA		,	С
PA Philadelphia 3,890,181 A PA Pittsburgh 2,386,074 A PA Reading 396,314 B				
PA Pittsburgh 2,386,074 A PA Reading 396,314 B	PA	Lebanon	125,578	С
PA Reading 396,314 B	PA	Philadelphia	3,890,181	Α
	PA	Pittsburgh	2,386,074	Α
PA ScrantonWilkes-Barre 550,546 B	PA	Reading	396,314	В
	PA	ScrantonWilkes-Barre	550,546	В

PA	State College	140,561	С
PA	Williamsport	118,395	С
PA	York-Hanover	408,801	В
PA-NJ	Allentown-Bethlehem-Easton	790,535	В
OH-PA	Youngstown-Warren- Boardman	E02 169	В
NJ-PA	Newark-Union	593,168	A
NJ-PA	Providence-New Bedford-Fall	2,152,978	A
RI-MA	River	1,622,520	Α
SC	Anderson	175,514	С
SC	Charleston-North Charleston	594,899	В
SC	Columbia	689,878	В
SC	Florence	198,443	С
sc	Greenville	591,251	В
	Myrtle Beach-Conway-North	, ,	
SC	Myrtle Beach	226,992	В
SC	Spartanburg	266,809	В
SC	Sumter	105,517	С
GA-SC	Augusta-Richmond County	520,332	В
NC-SC	Charlotte-Gastonia-Concord	1,521,278	A
SD	Rapid City	118,203	С
SD	Sioux Falls	207,918	В
_			С
TN TN	Cleveland Jackson	108,036 110,857	С
TN	i	·	С
	Johnson City	188,944	
TN	Knoxville	655,400	В
TN	Morristown Nashville-Davidson	130,575	С
TN	Murfreesboro	1,422,544	Α
TN-GA	Chattanooga	492,126	В
TN-KY	Clarksville	243,665	В
TN-MS-AR	Memphis	1,260,905	Α
TN-VA	Kingsport-Bristol-Bristol	301,294	В
TX	Abilene	158,291	С
TX	Amarillo	238,664	В
TX	Austin-Round Rock	1,452,529	Α
TX	Beaumont-Port Arthur	383,530	В
TX	Brownsville-Harlingen	378,311	В
TX	College Station-Bryan	189,735	С
TX	Corpus Christi	413,553	В
TX	Dallas-Plano-Irving	0.000.400	_
	Dallas i lario livilig	3,893,123	A
TX	El Paso	3,893,123 721,598	
TX TX			Α
	El Paso	721,598	A B
TX	El Paso Fort Worth-Arlington	721,598 1,926,352	A B A
TX TX	EI Paso Fort Worth-Arlington Houston-Sugar Land-Baytown	721,598 1,926,352 5,280,077	A B A
TX TX TX	EI Paso Fort Worth-Arlington Houston-Sugar Land-Baytown Killeen-Temple-Fort Hood	721,598 1,926,352 5,280,077 351,528	A B A A B
TX TX TX TX	EI Paso Fort Worth-Arlington Houston-Sugar Land-Baytown Killeen-Temple-Fort Hood Laredo	721,598 1,926,352 5,280,077 351,528 224,695	A B A A B B B
TX TX TX TX TX TX	El Paso Fort Worth-Arlington Houston-Sugar Land-Baytown Killeen-Temple-Fort Hood Laredo Longview	721,598 1,926,352 5,280,077 351,528 224,695 201,501	A B A B B B B
TX	El Paso Fort Worth-Arlington Houston-Sugar Land-Baytown Killeen-Temple-Fort Hood Laredo Longview Lubbock McAllen-Edinburg-Mission	721,598 1,926,352 5,280,077 351,528 224,695 201,501 258,970 678,275	A B A A B B B B B B
TX	El Paso Fort Worth-Arlington Houston-Sugar Land-Baytown Killeen-Temple-Fort Hood Laredo Longview Lubbock McAllen-Edinburg-Mission Midland	721,598 1,926,352 5,280,077 351,528 224,695 201,501 258,970 678,275	A B A A B B B B C C
TX	El Paso Fort Worth-Arlington Houston-Sugar Land-Baytown Killeen-Temple-Fort Hood Laredo Longview Lubbock McAllen-Edinburg-Mission Midland Odessa	721,598 1,926,352 5,280,077 351,528 224,695 201,501 258,970 678,275 121,371 125,339	A B A A B B B B C C C
TX T	El Paso Fort Worth-Arlington Houston-Sugar Land-Baytown Killeen-Temple-Fort Hood Laredo Longview Lubbock McAllen-Edinburg-Mission Midland Odessa San Angelo	721,598 1,926,352 5,280,077 351,528 224,695 201,501 258,970 678,275 121,371 125,339 105,367	A B A A B B B C C C C
TX T	El Paso Fort Worth-Arlington Houston-Sugar Land-Baytown Killeen-Temple-Fort Hood Laredo Longview Lubbock McAllen-Edinburg-Mission Midland Odessa San Angelo San Antonio	721,598 1,926,352 5,280,077 351,528 224,695 201,501 258,970 678,275 121,371 125,339 105,367 1,889,797	A B A A B B B C C C A
TX T	El Paso Fort Worth-Arlington Houston-Sugar Land-Baytown Killeen-Temple-Fort Hood Laredo Longview Lubbock McAllen-Edinburg-Mission Midland Odessa San Angelo San Antonio Sherman-Denison	721,598 1,926,352 5,280,077 351,528 224,695 201,501 258,970 678,275 121,371 125,339 105,367 1,889,797 116,834	A B B B B C C C C C C C C
TX T	EI Paso Fort Worth-Arlington Houston-Sugar Land-Baytown Killeen-Temple-Fort Hood Laredo Longview Lubbock McAllen-Edinburg-Mission Midland Odessa San Angelo San Antonio Sherman-Denison Tyler	721,598 1,926,352 5,280,077 351,528 224,695 201,501 258,970 678,275 121,371 125,339 105,367 1,889,797 116,834 190,594	A B B B B C C C C C C C C C C C C C C C
TX T	El Paso Fort Worth-Arlington Houston-Sugar Land-Baytown Killeen-Temple-Fort Hood Laredo Longview Lubbock McAllen-Edinburg-Mission Midland Odessa San Angelo San Antonio Sherman-Denison Tyler Victoria	721,598 1,926,352 5,280,077 351,528 224,695 201,501 258,970 678,275 121,371 125,339 105,367 1,889,797 116,834 190,594 113,356	A B A A B B B B C C C C C C C C C C C C
TX T	El Paso Fort Worth-Arlington Houston-Sugar Land-Baytown Killeen-Temple-Fort Hood Laredo Longview Lubbock McAllen-Edinburg-Mission Midland Odessa San Angelo San Antonio Sherman-Denison Tyler Victoria Waco	721,598 1,926,352 5,280,077 351,528 224,695 201,501 258,970 678,275 121,371 125,339 105,367 1,889,797 116,834 190,594 113,356 224,668	A B A A B B B B C C C C C A C C C B
TX T	El Paso Fort Worth-Arlington Houston-Sugar Land-Baytown Killeen-Temple-Fort Hood Laredo Longview Lubbock McAllen-Edinburg-Mission Midland Odessa San Angelo San Antonio Sherman-Denison Tyler Victoria Waco Wichita Falls	721,598 1,926,352 5,280,077 351,528 224,695 201,501 258,970 678,275 121,371 125,339 105,367 1,889,797 116,834 190,594 113,356 224,668 146,276	A B A A B B B B C C C C C A C C C C C C
TX T	El Paso Fort Worth-Arlington Houston-Sugar Land-Baytown Killeen-Temple-Fort Hood Laredo Longview Lubbock McAllen-Edinburg-Mission Midland Odessa San Angelo San Antonio Sherman-Denison Tyler Victoria Waco Wichita Falls Texarkana	721,598 1,926,352 5,280,077 351,528 224,695 201,501 258,970 678,275 121,371 125,339 105,367 1,889,797 116,834 190,594 113,356 224,668 146,276 133,805	A B B B B C C C C C C C C C C C C C C C
TX T	El Paso Fort Worth-Arlington Houston-Sugar Land-Baytown Killeen-Temple-Fort Hood Laredo Longview Lubbock McAllen-Edinburg-Mission Midland Odessa San Angelo San Antonio Sherman-Denison Tyler Victoria Waco Wichita Falls	721,598 1,926,352 5,280,077 351,528 224,695 201,501 258,970 678,275 121,371 125,339 105,367 1,889,797 116,834 190,594 113,356 224,668 146,276	A B A A B B B B C C C C C A C C C C C C

UT	Salt Lake City	1,034,484	Α
UT	Salt Lake City		C
	St. George	118,885	
UT-ID	Logan	110,426	С
\/A	Blacksburg-Christiansburg- Radford	454.057	0
VA		151,057	C
VA	Charlottesville	188,424	C
VA	Danville	107,997	С
VA	Harrisonburg	111,689	C
VA	Lynchburg	236,910	B .
VA	Richmond	1,175,654	Α
VA	Roanoke	292,983	В
DC-VA-MD- WV	Washington-Arlington- Alexandria	4,066,382	A
***	Virginia Beach-Norfolk-	4,000,002	,,
VA-NC	Newport News	1,647,346	Α
VA-WV	Winchester	116,267	С
TN-VA	Kingsport-Bristol-Bristol	301,294	В
VT	Burlington-South Burlington	205,230	В
WA	Bellingham	183,471	С
WA	Bremerton-Silverdale	240,661	В
WA	Kennewick-Richland-Pasco	220,961	В
WA	Longview	97,325	С
WA	Mount Vernon-Anacortes	113,171	С
WA	Olympia	228,867	В
WA	Seattle-Bellevue-Everett	,	A
WA		2,449,527	В
	Spokane	440,706	
WA	Tacoma	753,787	В
WA	Wenatchee	104,768	С
WA	Yakima	231,586	В
ID-WA	Lewiston Portland-Vancouver-	59,109	С
OR-WA	Beaverton	2,095,861	Α
WI	Appleton	215,143	В
WI	Eau Claire	154,039	С
WI	Fond du Lac	99,337	С
WI	Green Bay	297,493	В
WI	Janesville	157,538	С
WI	Madison	537,039	В
	Milwaukee-Waukesha-West		
WI	Allis	1,512,855	Α
WI	Oshkosh-Neenah	159,482	С
WI	Racine	195,708	С
WI	Sheboygan	114,610	С
WI	Wausau	128,941	С
IL-WI	Lake County-Kenosha County	863,226	В
WI-MN	La Crosse	128,899	С
MN-WI	Duluth	275,413	В
	Minneapolis-St. Paul-		-
MN-WI	Bloomington	3,142,779	Α
WV	Charleston	306,435	В
WV	Morgantown	114,501	С
WV-KY-OH	Huntington-Ashland	286,012	В
WV-OH	Parkersburg-Marietta-Vienna	162,529	С
WV-OH	Weirton-Steubenville	126,464	С
WV-OH	Wheeling	148,677	С
DC-VA-MD- WV	Washington-Arlington- Alexandria	4,066,382	Α
MD-WV	Cumberland		C
		100,667	
MD-WV	Hagerstown-Martinsburg Winehoster	251,311	В
VA-WV	Winchester	116,267	С
WY	Casper	69,799	С
WY	Cheyenne	85,163	С



ENROLLMENT BOOKLET CHECKLIST

Did you complete all of the steps?

Step 1	 □ Copy of State License □ Copy of Workmen's Comp and General Liability □ 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 current 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 enrollment kit that includes:
 - Master Select Contractor Certificate...to show off your Status
 - Program Binder...detailing all the tools, benefits, and procedures
 - Training Videos...installation videos for your crews
- ✓ Your GAF Territory Manager will schedule an "Open the Box" meeting to go over all of the elements of the program.

Any questions call your GAF Territory Manager or call the Certified Contractor Program hot line at 888 - 532 - 57670