

# GAF-Elk Quality Smith Application Form

Form

Updated: 6/09



*Quality You Can Trust Since 1886...  
From North America's Largest Roofing Manufacturer™*

## Application Checklist

Questions? Call 1-866-477-9789

Thank you for your interest in QualitySmith. As a GAF-Elk contractor, you're on your way to receiving confirmed appointments with qualified customers. We're committed to your success as a contractor, because we succeed only if you do. Our pledge to you is that we will continue to provide the same great level of service with every appointment we send you.

Use this checklist to make sure you've presented us with all the information we need to finalize your application.

If you have any questions, please follow up with QualitySmith Contractor Services, by calling 866-477-9789 or e-mailing [info@qualitysmithpro.com](mailto:info@qualitysmithpro.com).

### Please fax all documents to (425) 557-7886

- Signed copy of the **Terms and Conditions**.
- Billing Authorization** for checking account or credit card.
- Name and Contact Information** for three references.

## Credit Card Billing Authorization

Questions? Call 1-866-477-9789

Business Name: \_\_\_\_\_

Principal/Officer: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Billing email: \_\_\_\_\_ Billing fax: \_\_\_\_\_

With my signature I certify that I am a legal signer on the card below. By signing below I understand and agree to pay, and specifically authorize QualitySmith or its subsidiaries to automatically charge my credit card each week, for marketing services provided. QualitySmith or its subsidiaries will provide me with an itemized weekly statement via e-mail or fax detailing all of my charges. *Cards are charged two days after you receive the weekly invoice. Any questions or discrepancies need to be addressed prior to charging. No credit card refunds will be issued.* I further agree that in the event my card becomes invalid, I will immediately provide QualitySmith with a new valid credit card to be charged for the payment of any outstanding balances owed to QualitySmith or its subsidiaries. Before QualitySmith charges your credit card for the first time, we must validate it to ensure that it has sufficient funds for a moderate transaction. This involves placing a temporary authorization for \$120 on your card. THIS IS NOT A CHARGE; IT IS ONLY A TEMPORARY AUTHORIZATION. After placing the authorization, we will immediately cancel it, thereby releasing the funds.

### For Credit Card Billing

Visa     MasterCard     American Express

Name on Credit Card: \_\_\_\_\_

Billing Address: *(if different than above)* \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Account Number: \_\_\_\_\_ CVV\* \_\_\_\_\_ Exp. Date \_\_\_\_\_

\*The CVV (Card Verification Value) is the last three digits on the back of a Visa or MasterCard, or the four small digits on the front of an American Express

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ GAF-Elk License Number: \_\_\_\_\_



# Checking Account Billing Authorization

Questions? Call 1-866-477-9789

Business Name: \_\_\_\_\_

Principal/Officer: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Billing email: \_\_\_\_\_ Billing fax: ( ) \_\_\_\_\_ - \_\_\_\_\_

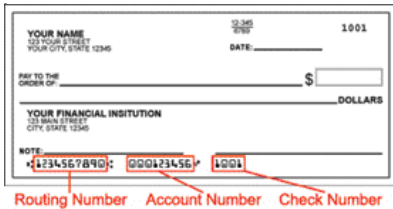
## For Checking Account Billing

Name on Checking Account: \_\_\_\_\_

Financial Institution: \_\_\_\_\_ Branch: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Routing/Transit No.: \_\_\_\_\_ Account/Bank No. \_\_\_\_\_



**Please include a copy of a voided check with this form.**

With your signature, (1) You confirm that you have read and agree to all of the provisions of this agreement and the attached terms and conditions, (2) You authorize QualitySmith, LLC ("QualitySmith") and its agents to check your credit history with credit bureaus and with other references and to report QualitySmith's credit experience with you to credit bureaus. (3) You authorize faxing your signature on this page to demonstrate your consent to checking your credit history. (4) If you are signing on behalf of a corporation or other entity, you give your assurance that you have authority to sign, and if you lack the authority, that you will be personally responsible for all amounts due under this agreement and (5) if you are signing on behalf of a partnership, sole proprietorship, or privately-held corporation, you personally guarantee payment of all obligations and performances of this contract. You hereby authorize QualitySmith or its subsidiaries to initiate credit/debit entries to your checking or savings account indicated above at the financial institution indicated above, to credit/debit such account, for the marketing services provided. QualitySmith or its subsidiaries will provide you with an itemized weekly statement via e-mail and fax detailing all your charges. You acknowledge that the origination of ACH transactions to your account must comply with the provisions of United States law. If you do not have enough money in your deposit account to cover the transfer or if your financial institution for any other reason refuses to honor a transfer, you will separately pay QualitySmith or its subsidiaries for the charges you owe under your service agreement. This authorization is to remain in full force and effective until we have received written notification from you of its termination in such time and in such manner as to afford the financial institution and us a reasonable opportunity to act on it. We deem this to be seven (7) days.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ GAF-Eik License Number: \_\_\_\_\_



## Terms and Conditions

\_\_\_\_\_ (“Contractor”) and QualitySmith, Inc. agree to the terms and conditions specified below, effective \_\_\_\_\_, 20\_\_\_\_\_.

### The Contractor, their subcontractors, and employees understand and agree to:

**Appointments and/or leads:** Follow up on leads and/or accept and appear at appointments on time, fully prepared, and with a clean, professional demeanor. Work deriving from each appointment or lead is to be presented on a timely basis to the customer in a written form detailing the scope of the work and materials needed.

**Insurance:** Maintain and provide proof of general liability insurance with minimum \$250,000 coverage. Provide workers’ compensation insurance where required by law.

**Licenses:** Possess and provide proof of required professional and business licenses.

**Credit:** Authorize QualitySmith to run a credit report at any time. Schedule of fees: Appointments are \$95 each for remodel appointments, \$75 for all other appointments. Leads have variable pricing depending on the local market.

**Autopay:** Provide a valid credit card or bank draft authorization for timely fee payment. In case of a bank decline, QualitySmith services will be discontinued and collection fees may be incurred.

**Billing:** Communicate billing disputes within 2 days of weekly invoice receipt.

**Changes to terms:** Continued use of the services constitutes agreement with changes to these terms and conditions published on the QualitySmith website.

**Indemnification:** Indemnify and hold harmless QualitySmith, its officers and employees, against claims, loss, and injury resulting directly or indirectly from the work covered by this agreement.

**Proper and approved usage of QualitySmith:** Name, logos, and all other intellectual property of QualitySmith are QualitySmith’s sole property and may only be used with written permission from QualitySmith.

**Perform jobs as an independent contractor** and not as an agent of QualitySmith.

### QualitySmith and their employees understand and agree to:

**Appointments and/or leads:** Provide customer leads and/or customer appointments; however, QualitySmith cannot guarantee an amount of business to be generated from the customer.

**Changes to terms:** Publish changes to these terms and conditions or the fee schedule on the QualitySmith website or via delivery of the notice to Contractor.

**Billing:** Provide a weekly invoice of activity 2 days prior to the credit card charge.

**Availability:** Be available to the Contractor by email, fax, or phone during business hours.

Both parties agree and acknowledge that by signing below, an established business relationship exists between Contractor and QualitySmith, so that either party may send information to the other by facsimile or email transmission within the Junk Fax Prevention Act of 2005 provisions. QualitySmith’s decision not to enforce a particular provision does not waive the right to enforce other provisions. QualitySmith may terminate this agreement for any reason without notice. Contractor may terminate this agreement with seven (7) days written notice. Both parties agree to maintain the highest standard of honesty, integrity, reliability, and communication at all times. If either party institutes an action or other proceeding to enforce a right arising from this agreement, the prevailing party shall be entitled to recover reasonable costs and attorney fees. Legal action arising from this agreement shall be brought and maintained in the Superior Courts of Walla Walla County, Washington, and governed by State of Washington laws.

Agreed:

Contractor: \_\_\_\_\_

Date: \_\_\_\_\_

