

Authorized™ Residential Roofing Installer Enrollment Booklet

Information Sheet

Updated 4/10



Your Best and Safest Choice™ ...
Quality You Can Trust Since 1886!

Company: _____
GAF-Elk Territory
Manager: _____
 New Enrollment
 Renewal, Certification #: AU _____



ENROLLMENT BOOKLET



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

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Step 1 Fill Out Application

Company Information...

Please fill out the information below. If you are renewing and the information directly below has not changed, please skip to "Preferred Method of Communication."

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

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

Preferred Method of Communication*...

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

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

*Please note: GAF-Elk will be sending you various communications via fax throughout the course of your enrollment.

Choose Enrollment Kit Type...

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

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

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

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

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

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

Has your firm ever failed to complete a construction contract? No Yes

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

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

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

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

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

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

State Sales Tax Identification Number...

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

Sales Tax Identification Number: _____

Bank Reference...

Bank Name		Contact	
Address		City, State	
Phone		Zip Code	

Distributor Reference...

Distributor Name		Branch Manager	
Address		City, State	
Phone		Zip Code	

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

Program Requirements	Criteria	Meets or Exceeds
Minimum Years in Business	2	<input type="checkbox"/>
Proper State License (please include current copy)	Yes	<input type="checkbox"/>
Appropriate Insurance (please include current copies) <input checked="" type="checkbox"/> General Liability Insurance <input checked="" type="checkbox"/> Workers Compensation Insurance	Yes	<input type="checkbox"/>
Good Credit Rating	Yes	<input type="checkbox"/>
Satisfactory Rating With Better Business Bureau	Yes	<input type="checkbox"/>
Satisfactory Rating with State Consumer Affairs	Yes	<input type="checkbox"/>
Current With Primary Distributor	Yes	<input type="checkbox"/>
No Undisclosed Workmanship Judgments Against Firm	Yes	<input type="checkbox"/>

Annual Performance Requirements	Details	Commits to Meet or Exceed
CARE Training	<ul style="list-style-type: none"> ▪ At least two foremen must pass the Steep Slope Pro Field Guide test up to \$1,000,000 of sales generated. ▪ Plus two additional employees or employees of subcontractors must pass test for each \$1MM in sales generated. 	<input type="checkbox"/>
Workmanship Coverage	<ul style="list-style-type: none"> ▪ Provide two years of workmanship defect coverage from date of registration for all installations with a Smart Choice® Roof System Ltd. Warranty ▪ GAF-Elk tested foreman must be responsible for all Enhanced Warranty jobs. 	<input type="checkbox"/>
Warranty Registration	<ul style="list-style-type: none"> ▪ Must register warranties within 30 days of installation 	<input type="checkbox"/>
Loyalty Commitment	<ul style="list-style-type: none"> ▪ Must maintain loyalty; 35% of discretionary asphalt shingle systems sales must be GAF-Elk 	<input type="checkbox"/>
Property Owner Satisfaction Survey Rating	<ul style="list-style-type: none"> ▪ Must maintain 90% or better customer satisfaction survey rating 	<input type="checkbox"/>

Authorization/Certification

Contractor: To the best of my knowledge, all of the information in this application is true. I agree to meet or exceed all of the requirements above. I give GAF-Elk permission to utilize the references I have provided to be used in evaluation of my application with this GAF-Elk program. I authorize my distributor and bank references to provide credit information to GAF-Elk. I also authorize GAF-Elk to contact us periodically by either email or fax.

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

Contractor Signature _____

GAF-Elk Representative Signature _____

Step 3 Choose Your Payment Option

A. Enrollment Option

	Pay Now 2 Year Agreement	Pay Now 1 Year Agreement
	<input type="checkbox"/> \$175	<input type="checkbox"/> \$95
"start up kit" to include; truck signs, lawn signs		

B. Payment Options...

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

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

Step 4 Review and Sign Authorized™ Residential Roofing Installer Contract

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

BACKGROUND. GAF-Elk has established an Authorized™ Residential Roofing Installer Program (the "Program"), as described in this Agreement, and Contractor desires to become a participating member ("Member") of the Program. GAF-Elk and Contractor agree as follows:

1. **Authorized™ Residential Roofing Installer Program Membership.** GAF-Elk hereby grants Contractor membership in the Program, with all the rights, privileges and obligations of a participating Member in the Program and subject to all the terms and conditions set forth in this Agreement.
2. **Term.** The initial term of this Agreement shall be for one (1) or two (2) year(s) from the Starting Date, subject to earlier termination as provided in Paragraph 9 below. At the end of the initial term GAF-Elk may, in its sole discretion, grant Contractor renewal for one or two additional years under the then current Contractor Agreement and membership terms if Contractor is in good standing.
3. **Commitments of GAF-Elk.** GAF-Elk will provide to Contractor certain programs that are designed to enhance its business, such as programs focusing on (a) generating quality leads, (b) enhancing the sale of quality roofing systems, (c) providing tools that help close sales, and (d) leveraging group buying of specific items to help reduce costs. These programs may also provide training and marketing support materials.
4. **Commitments of Contractor.**
 - a. **Operating Principles.** Contractor shall uphold operating principles designed to enhance trust and achieve property owner satisfaction, including a commitment to quality installation, and professional business management. Contractor shall meet and satisfy certain obligations set forth in the Enrollment Booklet. Contractor shall also maintain a good credit history, maintain all necessary or applicable licenses, insurances and permits, pay within invoice terms, and maintain good standing with its local Better Business Bureau.
 - b. **Workmanship Defect Coverage.** For all installations on which Contractor has registered a Smart Choice® Roof System Ltd. Warranty ("Enhanced Warranty"), Contractor shall make all repairs identified by GAF-Elk as deviating from GAF-Elk's requirements ("punchlist items") for two years from the date of registration of each Enhanced Warranty. Contractor shall complete any punchlist items in accordance with GAF-Elk's requirements no later than 30 days after notification from GAF-Elk and provide photographs if required by GAF-Elk. If punchlist item repairs are required because of leaking, Contractor shall complete those repairs in accordance with GAF-Elk's requirements no later than 10 days after notification from GAF-Elk.
 - c. **Warranty Administration.** Contractor shall register all Enhanced Warranties no later than 30 days after installation. GAF-Elk reserves the right not to issue any Enhanced Warranty (i) that is not registered within 30 days after installation, (ii) for which GAF-Elk has not received the full registration fee, or (iii) that does not meet the appropriate warranty eligibility requirements. If a property owner seeks a resolution directly from GAF-Elk, GAF-Elk reserves the right to seek indemnification from the Contractor pursuant to Paragraph 7d.
5. **Confidentiality.** During the term of this Agreement and after its expiration or termination, Contractor shall keep confidential the details of the Program (other than that publicly available), and any other information about GAF-Elk's operations obtained as a result of Contractor's participation in the Program. Any such confidential information shall be used only for Contractor's operation of its business under this Agreement, and Contractor shall divulge such confidential information and material only to its employees, subcontractors or agents (collectively, "Representatives") who need to know such information so that Contractor may comply with the Program, provided that Contractor shall remain liable for any disclosure by any of its Representatives.
6. **Trademarks.** GAF-Elk shall license to Contractor the right to hold itself out as a "GAF-Elk Authorized™ Residential Roofing Installer" and to use certain GAF-Elk trademarks (the "GAF-Elk Marks"), all in accordance with the provisions of this agreement. Contractor shall limit its use of the GAF-Elk Marks to such uses specifically authorized in this agreement, and shall conduct business in a manner that reflects favorably at all times on the GAF-Elk Program and the GAF-Elk Marks. Contractor shall at no time engage in deceptive, misleading or unethical practices or conduct or any other act which may have a negative impact on the reputation and good will of GAF-Elk, the GAF-Elk Marks or any other Member of the Program.
7. **Independent Contractor.**
 - a. The parties understand and agree that this Agreement does not create a fiduciary relationship between them, that the Contractor is and shall be an independent contractor, and that nothing in this Agreement is intended to make either party an agent, legal representative, subsidiary, joint venturer, partner, employee or servant of the other for any purpose whatsoever.
 - b. During the term of this Agreement and any extensions hereof, Contractor shall hold itself out to the public as an independent contractor operating as a Member of the GAF-Elk Authorized™ Residential Roofing Installer Program pursuant to a license from GAF-Elk.
 - c. GAF-Elk shall not have the power to hire or fire the Contractor's employees, and except as herein expressly provided, GAF-Elk may not control or have access to Contractor's funds or the expenditure thereof, or in any other way exercise dominion or control over Contractor's business or employees.
 - d. The parties understand and agree that nothing in this Agreement authorizes Contractor to make any contract, agreement, warranty or representation on GAF-Elk's behalf, to bind GAF-Elk, or to incur any debt or other obligation in GAF-Elk's name, and that GAF-Elk shall in no event assume liability for or be deemed liable hereunder as a result of any such action or by reason of any act or omission of Contractor in Contractor's conduct of its business or any claim or judgment arising there from against GAF-Elk. Contractor shall defend, indemnify and hold harmless GAF-Elk, its affiliates, and their respective directors, officers and employees, against any and all claims and damages (including reasonable attorneys' fees) arising directly or indirectly from or as a result of the Contractor's operations or conduct.
8. **No Assignment.** The rights, privileges and obligations of membership in the Program are granted only to Contractor and are not assignable or transferable in any manner, to any other person or entity, without the express written consent of GAF-Elk, which may be given or withheld in GAF-Elk's sole discretion.
9. **Default and Termination.**
 - a. **Default with No Opportunity to Cure.** GAF-Elk may, at its option, terminate this Agreement and all rights granted hereunder, without affording Contractor any opportunity to cure the default, effective immediately upon Contractor's receipt of GAF-Elk's written notice terminating this Agreement if any of the following events occur: (i) if Contractor becomes legally insolvent or makes a general assignment for the benefit of creditors, or if a petition in bankruptcy is filed by Contractor or

such a petition is filed against and consented to by Contractor, or if Contractor is adjudicated bankrupt, or if a bill in equity or other proceeding for the appointment of a receiver of Contractor or other custodian for Contractor's business or assets is filed and consented to by Contractor; (ii) if Contractor or any person with direct or indirect control over the management or policies of Contractor is convicted of any crime or offense that GAF-Elk believes is likely to have an adverse effect on the Program, the GAF-Elk Marks, the good will associated therewith or GAF-Elk's interest therein or engages in deceptive, misleading or unethical practices; (iii) if Contractor attempts to transfer control of its business or any rights or obligations under this Agreement without GAF-Elk's prior written consent; (iv) if Contractor fails to comply with any covenant not to compete contained in Paragraph 11; (v) if Contractor receives three written notices of default hereunder during a 12-month period, whether or not such defaults are cured after notice; (vi) if Contractor has made any material misrepresentation or omission in its application for membership in the Program; or (vii) if Contractor does not comply with its obligations under Paragraphs 4b and 4c.

b. Default with Opportunity to Cure. Other than a default listed in Paragraph 9(a) hereof, Contractor shall have 30 days after its receipt from GAF-Elk of written notice of a default by Contractor in any of its obligations under this Agreement within which to cure such default and provide evidence thereof satisfactory to GAF-Elk. If any such default is not cured within such 30-day period, at GAF-Elk's option, this Agreement shall terminate without further notice to Contractor effective immediately upon the expiration of such cure period.

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

b. Warranty Registration After Termination. Whether this Agreement is terminated by Contractor or GAF-Elk, for any Enhanced Warranties for GAF-Elk roofing systems installed prior to the termination date to be effective, such Enhanced Warranties must be registered by Contractor by no later than 30 days after such termination date.

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

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

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

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

15. Miscellaneous. a. This Agreement constitutes the entire, full and complete agreement between the parties hereto concerning the subject matter hereof, and 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 themselves or their authorized officers or agents in writing.

b. GAF-Elk retains the right to modify this Agreement at any time and make any changes that will further enhance and improve the Program upon written notice to Contractor (an "Amendment Notice"). Notwithstanding Paragraph 2, if Contractor does not accept or agree to such changes, Contractor may terminate this Agreement without penalty by giving written notice to GAF-Elk no later than 30 days after receipt of the Amendment Notice, and GAF-Elk shall then (i) refund to Contractor an amount equal to the remaining value of the paid enrollment fee, prorated by month, minus the unused GAF-Elk Bucks issued and (ii) register Enhanced Warranties for any project that was bid prior to Contractor's notice of termination as long as Contractor identifies in its termination notice any project for which it may wish to register an Enhanced Warranty.

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

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

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

GAF-ELK CORPORATION

By: _____

Name: _____

Title: Vice President, Certified Program & Services

Company Name: _____

Signature: _____

Print Name: _____

Title: _____

Enrollment Application Steps...

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

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

Items To Include...

- Current State License (where applicable)
- Current Workers Compensation Insurance
- Current General Liability Insurance
- Sales Tax Certificate (where applicable)

Special Note: Your Insurance Information...

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

Send Completed Enrollment Booklet To...

GAF-Elk Corporation
Certified Contractor Programs
Attention: CCP Cashier/Building 2
1361 Alps Road
Wayne, NJ 07470

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