

Master Elite™ Weather Stopper® Roofing Contractor 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 #. ME _____



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

Visit www.gaf.com

ENROLLMENT BOOKLET

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			
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 (provide preferred address) :	
<input type="checkbox"/> Fax (provide 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? No Yes

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 and Initial with GAF-Elk Territory Manager*

Program Requirements	Criteria	Meets or Exceeds
Minimum Years in Business	7*	<input type="checkbox"/>
Proper Licenses (please include current copy)	Yes	<input type="checkbox"/>
Appropriate Insurance (please include current copies) <input checked="" type="checkbox"/> General Liability Insurance (\$1MM) <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 Significant Undisclosed Workmanship Judgments Against Firm	Yes	<input type="checkbox"/>

* Or minimum 1 year as a Certified™ Weather Stopper Contractor starting in 2008.

Annual Performance Requirements	Details	Commits to Meet or Exceed
In-Home Presentation	<ul style="list-style-type: none"> Primarily utilize an in-home presentation to educate the property owner 	<input type="checkbox"/>
CARE Training	<ul style="list-style-type: none"> At least three employees must pass the Steep Slope Pro Field Guide test annually for every \$1,000,000 of sales generated Plus two additional employees or employees of subcontractors must pass test for each \$1MM in sales generated. Each of these people must achieve 4 CEU per year. 	<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 the following enhanced warranties: Smart Choice Roof System Ltd Warranty, Weather Stopper® System Plus Ltd Warranty or Weather Stopper® Golden Pledge® 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 enhanced warranties within 30 days of installation 	<input type="checkbox"/>
Warranty Usage Commitment	<ul style="list-style-type: none"> Must register a minimum of 40 Weather Stopper® System Plus (or \$4200) including at least 5 Weather Stopper® Golden Pledge® Ltd warranties (or 250 sq.) . At least 5 inspected Golden Pledge Ltd warranties (or 250 sq.) required per enrollment year. 	<input type="checkbox"/>
Minimum Inspection Rating	<ul style="list-style-type: none"> Must maintain an average inspection rating of 8.5 or higher for all Weather Stopper® Golden Pledge® Ltd. Warranty inspections 	<input type="checkbox"/>
Minimum Number of Inspected Installations	<ul style="list-style-type: none"> Must complete a minimum of five Golden Pledge® Ltd Warranty installations with an average inspection score of 8.5 or better 	<input type="checkbox"/>
Loyalty Commitment	<ul style="list-style-type: none"> 75% of discretionary asphalt shingle systems sales must be GAF-Elk 	<input type="checkbox"/>
Property Owner Satisfaction Survey Rating (Market Pulse Survey)	<ul style="list-style-type: none"> Must maintain 90% or better customer satisfaction rating in past 3 years and on an ongoing basis (minimum of 500 squares annually) 	<input type="checkbox"/>

Golden Pledge Requirements	Details	Commits to Meet or Exceed
Punchlist Completion	<ul style="list-style-type: none"> All Weather Stopper® Golden Pledge® Ltd. Warranty punchlist items must be completed within 30 days of notification 	<input type="checkbox"/>
Punchlist Photos	<ul style="list-style-type: none"> Must be submitted along with punchlist completion form if inspection rating is below 7.0 	<input type="checkbox"/>
Projects More Than 250 Squares	<ul style="list-style-type: none"> Project must be pre-inspected Warranty will not be issued unless project passes GAF-Elk 's final inspection 	<input type="checkbox"/>

*Refer to Master Elite™ Weather Stopper® Roofing Contractor Agreement and Offering Circular for complete requirements

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. Choose Your Warranty Credit Voucher Purchase Program

	Pay Now (Best Value) 2 Year Option	Pay Now 1 Year Option	Monthly Payment 2 Year Option	Monthly Payment 1 Year Option
Warranty Vouchers Provided	Write Check Now	Write Check Now	Monthly Credit Card Or Checking Account Deduction	
\$4,200 warranty credit voucher per year	<input type="checkbox"/> \$7,950 *	<input type="checkbox"/> \$4,950 *	<input type="checkbox"/> \$365 *	<input type="checkbox"/> \$455 *
* \$1,250 is issued in GAF-Elk Bucks used for Tools and Services				

With the two-year options, you will receive half of your warranty vouchers with your enrollment package. Your other warranty vouchers will be shipped on the one-year anniversary of your enrollment unless requested earlier.

B. Set Up Monthly Payment Schedule (when using a monthly payment option above)

Agreement:	You authorize GAF-Elk Corporation to draw fees you owe (specified above) automatically from my bank or credit card (noted below). This authority will remain in effect until you notify GAF-Elk in writing.		
Payment Method	<input type="checkbox"/> Bank Account <input type="checkbox"/> Credit Card		
Bank Withdrawal Information (please attach a voided check)	Bank Name		Bank Account Type
	Address		<input type="checkbox"/> Savings <input type="checkbox"/> Checking
	City/ST/Zip		Bank Account Number
	Phone #		_____
	(please attach a voided check)		
Credit Card Information	Credit Card Type <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> American Express		
	Account #	Expiration Date ____/____/____	

Step 4

1. Read and Sign Contractor Offering Circular Receipt
2. Sign Exhibit F Receipt (if applicable)

Purpose Of Step 4...

Sign To Acknowledge Receipt Of Key Documents...
• Contractor Offering Circular...sign to acknowledge that you have received the Offering Circular at least 10 business days prior to joining the program.
• Exhibit F...sign to acknowledge that you have received the extra "Exhibit F" materials required by certain states (see applicable states below). You only need to sign this exhibit if you are located in one of the applicable states.

Document Details...

• Offering Circular...summarizes certain provisions of the Contractor Agreement and includes other pertinent information
• Exhibit F Materials...includes more detailed information as required by the applicable states

Documents Are For Your Protection...

These documents are required by law to insure that specific guidelines are followed and that you are protected by providing detailed information on GAF and the Master Elite™ Weather Stopper® Roofing Contractor Program.

If GAF-Elk Corporation offers you the opportunity to become a member of the Master Elite™ Weather Stopper® Roofing Contractor Program, we must provide this Offering Circular to you by the earliest of:

- 1. The first personal meeting to discuss the Master Elite Weather Stopper® Roofing Contractor Program
- 2. Ten business days before the signing of a binding agreement; or
- 3. Ten business days before a payment to GAF-Elk

You must also receive an agreement of material terms at least five business days before you sign a contract agreement.

If GAF-Elk does not deliver this Offering Circular on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC, 20580 and your state agency.

- Exhibit A: Contractor Agreement
- Exhibit B: Financial Statements
- Exhibit C: Roster of Contractors
- Exhibit D: List of State Administrators & Agents for Service of Process
- Exhibit E: Manual Table of Contents
- Exhibit F: State Specific Addendum

Effective Date: March 31, 2007, except for certain states. See State Specific Addendum (Exhibit F)

Offering Circular Receipt Confirmation

I confirm that I have received the Offering Circular from GAF-Elk and by the date listed below I also confirm that it was provided at least 10 business days prior to joining the Master Elite™ Weather Stopper® Roofing Contractor Program.

Exhibit F, Specific disclosure required by states listed below.

This *MUST* be signed if your business is listed in any of the following states:

California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

Master Elite™ Weather Stopper® Roofing Contractor GAF-Elk Corporation

by: _____

by: _____

Name: _____

Name: _____

Title: _____

Title: _____

WITNESS

WITNESS

(this is a copy of the last page in Exhibit F - please check the Offering Circular for details)

Step 5 Review and Sign Master Elite™ Weather Stopper® Roofing Contractor Agreement

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

BACKGROUND. GAF-Elk has established a Master Elite™ Weather Stopper® Roofing Contractor Program (the "Program"), as described in the GAF-Elk Master Elite™ Weather Stopper® Roofing Contractor Offering Circular for the Program provided together with this Agreement (the "Offering Circular"), and Contractor desires to become a participating member ("Member") of the Program. GAF-Elk and Contractor agree as follows:

1. **Master Elite™ Weather Stopper® Roofing 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, as more fully described in the Offering Circular, and subject to all the terms and conditions set forth in the Offering Circular and in this Agreement.

2. **Term.** The initial term of one or two years (check one) from the Starting Date shall be subject to earlier termination as provided in Paragraph 9 below. Notwithstanding the foregoing, if this Agreement has a two-year term, it shall automatically terminate at the end of the first year if Contractor fails to meet the Program Requirements set forth in the Enrollment Booklet.

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) provide tools and services that reinforce trust, (c) provide tools and services that help close sales, (d) provide tools and services to help reduce costs, and (e) provide tools and services to increase capabilities. GAF-Elk's commitments to Contractor are described in Item 11 of the Offering Circular, which are incorporated herein by reference.

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, financial investment and professional business management and shall employ suitable marketing efforts and provide minimum purchase support. Contractor shall meet and satisfy certain obligations set forth in the Enrollment Booklet, including the payment of applicable fees, and as described in detail in the Offering Circular. Applicable fees are summarized on Exhibit I attached hereto. 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, and Weather Stopper® System Plus or Weather Stopper Golden Pledge® Ltd. Warranty (each, an "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. **Training.** Contractor shall have at least three crew employees per contract year pass the Steep Slope Pro Field Guide test. Plus two additional employees or employees of subcontractors must pass test for each \$1MM in sales generated by Contractor in the calendar year immediately preceding the commencement of the relevant contract year shall also pass such test.

d. **Warranty Administration.** Contractor shall register all Enhanced Warranties no later than 30 days after installation. On Weather Stopper® Golden Pledge® Ltd. Warranty projects greater than 250 squares, GAF-Elk will not issue the warranty until any and all punchlist items are corrected. GAF-Elk reserves the right not to issue any 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 Contractor pursuant to Paragraph 7d.

e. **Inspection/Workmanship.** GAF-Elk will inspect at least five (5) Weather Stopper® Golden Pledge® Ltd. Warranty (or 250 sq.) during each contract year during the term of this Agreement, with at least 2 installations inspected every six months. Contractor shall achieve an average inspection score of at least 8.5 on all GAF-Elk inspections.

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 use the name "GAF-Elk Corporation" and certain other trademarks owned or licensed by GAF-Elk (the "GAF-Elk Marks") in accordance with and subject to the provisions of the Offering Circular. Contractor shall limit its use of all GAF-Elk Marks to such uses specifically authorized in the Offering Circular, and shall conduct its business in a manner that reflects favorably at all times on GAF-Elk, the Program and the GAF-Elk Marks. Contractor 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-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 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 Master Elite™ Weather Stopper® Program pursuant to a license from GAF-Elk.

c. GAF-Elk shall not have the power to hire or fire Contractor's employees, and except as herein expressly provided, GAF-Elk may not control or have access to the Contractor's funds or the expenditure thereof, or in any other way exercise dominion or control over Contractor's business or employees.

d. The parties understand and agree that nothing in this Agreement authorizes Contractor to make any contract, agreement, warranty or representation on 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 the Contractor's conduct of its business or any claim or judgment arising therefrom 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 4e.

b. Default with Opportunity to Cure. Contractor shall have 10 days after receipt of written notice from GAF-Elk of a default in a payment obligation to GAF-Elk to cure such default. Other than a payment default or a default listed in Paragraph 9(a), Contractor shall have 20 days after receipt of written notice to cure a default hereunder and provide evidence thereof to GAF-Elk satisfactory to GAF-Elk. If any such default is not cured within the time specified, at

GAF-Elk's option this Agreement shall terminate without further notice to Contractor, effective immediately upon the expiration of the applicable cure period.

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

10. Obligations upon Termination. a. Obligations. Upon termination or expiration of this Agreement, all rights granted hereunder to Contractor shall immediately terminate and the additional terms and conditions set forth in Item 17 of the Offering Circular will apply, including, but not limited to, Contractor's obligation to make punchlist item repairs as set forth in Paragraph 4b.

b. Warranty Registration After Termination. Whether this Agreement is terminated by Contractor or GAF-Elk, for any Enhanced Warranties for roofs 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 roofing products 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 roofing product not sold by GAF-Elk for which a separate charge is imposed.

12. Designated Territory; Storm Territory. a. "Designated Territory" shall be defined as the geographic area surrounding Contractor's main location with a radius that includes 20,000 households. A "Storm Territory" shall be defined as an area outside of Contractor's Designated Territory that has experienced catastrophic weather events, such as hail storms, hurricanes or tornadoes. Neither a Designated Territory nor a Storm Territory shall be exclusive to any Member, and nothing herein shall be construed as granting a right or award of an exclusive territory.

b. If Contractor desires to operate as a Master Elite™ Weather Stopper® Contractor in a Storm Territory, Contractor may do so but only if GAF-Elk agrees, in its sole discretion. Contractor shall: (i) notify GAF-Elk in writing of such desire; (ii) execute and deliver to GAF-Elk an addendum to this Agreement (the "Storm Addendum") identifying the Storm Territory and setting forth the terms under which Contractor shall operate; and (iii) submit payment of \$1750 to GAF-Elk for twenty-five Weather Stopper® System Plus Ltd. warranty credit vouchers. If GAF-Elk, in its sole discretion, agrees to permit Contractor to operate in the requested Storm Territory, then GAF-Elk shall execute and deliver to Contractor the Storm Addendum and accept payment for the twenty-five vouchers. If GAF-Elk, in its sole discretion, declines such request, the voucher payment shall be returned to Contractor.

c. If GAF-Elk permits Contractor to operate in the Storm Territory, then during the first 12 months of operation in the Storm Territory, Contractor shall be permitted to operate as a Master Elite™ Weather Stopper® Contractor but may not offer Weather Stopper® Golden Pledge® Ltd. Warranties. If GAF-Elk subsequently agrees in writing, in its sole discretion, Contractor may continue as a Master Elite™ Weather Stopper® Contractor in the Storm Territory and may also offer Weather Stopper® Golden Pledge Ltd. Warranties but only by paying for one of the warranty program purchase options as outlined in the Enrollment Booklet and Offering Circular (in addition to any required payments to operate as a Member of the Program in the Designated Territory).

13. Disputes Between the Parties. a. Resolution. The Parties agree that any disputes regarding the terms of this Agreement shall be resolved in accordance with Item 17 of the Offering Circular.

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

14. Governing Law; Remedies. This Agreement takes effect upon its acceptance and execution by each of the 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 and the Offering Circular constitute the entire, full and complete agreement between the parties hereto concerning the subject matter hereof, and supersede all prior agreements between the parties, whether written or oral. No amendment, change or variance from this Agreement shall be binding on the parties hereto unless mutually agreed to by the parties, and executed by themselves or their authorized officers or agents in writing.

b. 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 10b, 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 purchase price of Contractor's unused pre-paid warranty vouchers and (ii) register Enhanced Warranties for any project that was bid prior to Contractor's notice of termination as long as Contractor identifies in its termination notice any project for which it may wish to register an Enhanced Warranty.

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

d. Contractor acknowledges that Contractor has conducted an independent investigation of all aspects relating to the Program and recognizes that participation in the Program as a Member as contemplated by this Agreement and the Offering Circular 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 (including the Enrollment Booklet), the Offering Circular and Exhibits attached thereto, 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: _____

Exhibit I Summary of Fees

Name Of Fee	Details
Warranty Credit Voucher Program	You must purchase a fixed number of warranty vouchers, each of which is worth \$70 toward the amount you pay for Weather Stopper® System Plus Ltd Warranties or Weather Stopper® Golden Pledge® Ltd. Warranties which you will resell to customers. The fixed monthly fee you pay will depend on the number of warranty vouchers you purchase. Alternatively, you may make an initial lump sum payment and purchase the warranty credit vouchers at a discount. Please see the table below for complete details.
Late Fee and Interest	Amounts not paid within ten 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.
Storm Territory	If, in response to catastrophic weather events, such as hail storms, hurricanes or tornadoes, occurring outside Contractor's Designated Territory (a "Storm Territory"), Contractor desires to do business as a Master Elite™ Weather Stopper® Contractor in the Storm Territory, Contractor shall: (a) notify GAF-Elk in writing of such desire, (b) execute an addendum to this Agreement identifying the Storm Territory; and (c) purchase twenty-five Weather Stopper® System Plus Ltd. Warranty vouchers for \$1750. Please see Paragraph 12 in the Agreement for complete details.
Optional Tools, Programs, and Services	GAF-Elk offers many tools, programs, and services which may have additional costs and fees. Your participation in such activities is optional.

Warranty Voucher Program

The following table lists the purchase options for the Warranty Voucher Program.

Membership Length	Number of Warranty Credit Vouchers	Monthly Payment	Lump Sum Discount Payment
One Year	\$4,200	\$455	\$4,950
Two Years	\$8,400	\$365	\$7,950

Tools and Services Credit Program

The following table lists the GAF-Elk Bucks for the Tools and Services Program

Membership Length	Number of Tools and Services Credits
One Year	\$1,250
Two Years	\$1,250

Enrollment Application Steps...

Once your completed enrollment application (including all necessary support 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 Proper Licenses (where applicable)
- Current Workers Compensation Insurance
- Current General Liability Insurance (\$1MM minimum coverage)
- Sales Tax Certificate (where applicable)
- Voided Check (if utilizing monthly payment option)

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.