

Certified Maintenance Professional (CMP) Agreement for Master Contractors

Updated 9/15



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North America's Largest Roofing Manufacturer!™*

**CMP CERTIFIED MAINTENANCE PROFESSIONAL™
ADDENDUM TO THE**

Master Roofing Contractor Program Participation Agreement

This CMP Certified Maintenance Professional™ Addendum (this “**Addendum**”) is made [redacted], 20__ (the "Starting Date"), between Building Materials Corporation of America (d/b/a GAF, f/k/a GAF-ELK Corporation), a Delaware corporation (“**GAF**”) and [redacted], whose address is [redacted] (“**you**” or “**Contractor**”).

1. Effect on Agreement. This Addendum shall become a part of your Master Roofing Contractor Program Participation Agreement (the “**Agreement**”) and incorporates by reference the Agreement. Except as specifically set forth in this Addendum, the Agreement shall remain unmodified and in full force and effect.

2. Defined Terms. Capitalized terms used but not defined herein shall have the meanings specified in the Agreement.

3. CMP Certified Maintenance Professional™ Program. Subject to the eligibility requirements set forth in Paragraphs 5, 6 and 7 of this Addendum, GAF authorizes you to participate in the CMP Certified Maintenance Professional™ Program (the “**CMP Program**”), which includes the right to identify yourself as a “GAF CMP Certified Maintenance Professional™” and to offer the GAF Well Roof™ Guarantee Extension Program (as such program may be modified by GAF from time to time in its sole discretion, the “**Well Roof Extension**”) to your customers. It is understood and agreed that references to the “Program” in the Agreement shall, effective during the term of this Addendum, be deemed to include references to the CMP Program, unless the context otherwise requires.

4. Term. The term of this Addendum will be the remaining term of the Agreement. The term of this Addendum will be renewable for successive additional periods of one (1) year each only upon mutual written agreement of the parties. Either you or GAF can terminate this Addendum at any time by providing at least sixty (60) days’ prior written notice to the other.

5. Eligibility Requirements. To be eligible to participate in the CMP Program, during the term of the Agreement, the following eligibility requirements will apply:

- (a) you must be actively enrolled and in good standing in the GAF Master Roofing Contractor Program;
- (b) you must promote Guarantees;
- (c) you must submit an enrollment fee in the amount of \$495 this Enrollment Fee represents GAF’s cost for the training services provided to you for the CMP Program, as well as the administrative cost for GAF to administer this program; payment of this fee is non-refundable;
- (d) you must continue to satisfy your obligations set forth in the Agreement and set forth in Paragraphs 6 and 7 below, as well as any of the additional obligations or requirements set forth in any Program documents and in any CMP Program documents issued by GAF from time to time.

The requirements stated above are in addition to the requirements of the Program.

6. CMP Certified Maintenance Professional™ Obligations.

- (a) **Training.** You shall, each contract year, have one or more of your employees attend a training session which is focused on GAF’s maintenance educational program conducted by the Center for the Advancement of Roofing Excellence (“**CARE**”). .

- (b) ***Sales Requirement.*** You must register with GAF at least five (5) Well Roof Extensions per calendar year, which will be proportionately applied for any partial year. GAF's election to maintain your participation in the CMP Program pursuant to Paragraph 3 of this Addendum may be affected by your failure to register the number of Well Roof Extensions set forth in the preceding sentence.
- (c) ***Inspections and Maintenance.*** You must perform annual inspections and maintenance on all roofs on which a Well Roof Extension is registered by you. Such annual inspections and maintenance will include, at a minimum:
- (i) performing all items listed on the "Roof Maintenance Program" checklist provided by GAF, as the same may be modified by GAF from time to time in its sole discretion;
 - (ii) submitting roof audit/inspection reports in the format developed by GAF, as the same may be modified by GAF from time to time in its sole discretion; and
 - (iii) submitting before and after photographs of the roof in a format approved by GAF. photographs of the roof in a format approved by GAF.

7. **Effectiveness of the Well Roof Extension.** The Well Roof Extension will not be effective if you have failed to perform any of the requirements set forth in Paragraph 5 hereof. Additional requirements for the effectiveness of the Well Roof Extension can be found in the Well Roof Extension documentation. All terms governing Enhanced Warranties set forth in the Agreement, including those terms governing obligations upon termination of the Agreement, shall likewise apply to the Well Roof Extension, except as specifically set forth herein or unless the context otherwise requires.

8. Intentionally omitted.

9. **GAF Marks:** Subject to Paragraph 14, the parties acknowledge that the limited license granted to you with respect to GAF Marks under the Agreement includes the right to identify yourself as a GAF CMP Certified Maintenance Professional™ (and use the GAF CMP Certified Maintenance Professional™ logo as provided by GAF from time to time) and the terms and restrictions applicable to such GAF Marks under the Agreement applies to the name "GAF CMP Certified Maintenance Professional™" and the corresponding logo.

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

11. **Non-Disparagement.** During the term of Agreement and the term of the Addendum 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.

12. **Third Party Services.** From time to time, under the CMP Program, third party vendors may provide programs that are available to GAF CMP Certified Maintenance Professionals™ that meet such third party vendors' eligibility requirements. Such third party vendors are independent from GAF and GAF is not responsible for the acts or omissions of such third party vendors, including such vendors' eligibility requirements, acceptance or approval of your eligibility into such programs and/or the terms and conditions of such programs.

13. **Termination.** This Addendum shall terminate upon the termination of the Agreement. Furthermore, GAF may terminate this Addendum (without terminating the Agreement) (a) if GAF would otherwise be permitted to terminate the Agreement, (b) immediately upon notice to you if you fail to comply with the Covenant Not to Compete in Paragraph 9 of this Addendum, (c) upon ten (10) days' written notice if you fail to meet the eligibility requirements of Paragraph 5 or the obligations of Paragraph 6 of this Addendum, (d) if you have not, within ten (10) days following written notice of a default in a payment obligation to GAF, cured such default and (e) if you have not, within twenty (20) days following

written notice of a default in any other obligation to GAF under this Addendum (other than those covered by (a), (b), (c) or (d) above), cured such default and provided evidence of such cure to GAF satisfactory to GAF. Termination of this Addendum will operate as a cancellation of orders for Well Roof Extensions.

14. Obligations Upon Termination. In addition, and without limiting your obligations in the event of a termination of the Agreement, upon termination or expiration of this Addendum for any reason, (i) all rights granted hereunder shall immediately terminate, (ii) you must permanently cease use of the GAF CMP Certified Maintenance Professional™ logo and the other names and logos relating to the CMP Program and at GAF’s request, return any materials relating to the CMP Program, (iii) you must pay any and all amounts due to GAF under the CMP Program, (iv) you must cease holding yourself out as a CMP Certified Maintenance Professional™, completely de-identify with the CMP Program, and comply with the non-competition, confidentiality, indemnification, warranty and other provisions of the Addendum and the Agreement which expressly or by implication are intended to survive the termination or expiration of the Addendum.

15. Injunctive Relief. You acknowledge that irreparable injury may result to GAF and its business upon a breach or threatened breach of Paragraphs 9, 11 and 14 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 Paragraph, 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.

16. Amendment of Addendum by GAF. GAF retains the right to modify this Addendum at any time and make any changes that will further enhance and improve the CMP Program upon written notice to you (an “**Amendment Notice**”). Notwithstanding Paragraph 4, if you do not accept or agree to such changes, you may terminate this Addendum without penalty by giving written notice to GAF no later than thirty (30) days after receipt of the Amendment Notice. GAF may also modify the Program and the Tool Kit at any time upon written notice to you.

17. Counterparts. This Addendum may be executed in two counterparts, each of which shall be an original but both of which together shall constitute one and the same instrument.

18. Governing Law; Remedies. This Addendum shall not be effective until signed by you and accepted by GAF as evidenced by the signature of this Addendum by an authorized officer of GAF. This Addendum 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 Addendum and the Agreement shall be cumulative and not exclusive.

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

GAF
By: _____
Name: _____
Title: _____

Company Name: _____
Signature: _____
Print Name: _____
Title: _____



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

Certified Contractor Programs
1 Campus Drive
Parsippany, NJ 07054

Thank you for your interest in becoming a Certified Contractor in GAF's Certified Maintenance Program. Please fill out the information below and sign the enclosed CMP Enrollment Agreement.

Step 1 - Provide the following information:

1. Name of Contractor's Company _____
2. Name of Principal Owner _____
3. Phone Number _____
4. Fax Number _____
5. E-Mail Address _____
6. GAF Territory Manager Name _____

Step 2 - Provide payment in the amount of \$495 (Simply enclose a check) with your application or provide credit card information *below.

Step 3 - Send us your application:

(A) Mail your application and payment to:

GAF
Certified Contractor Programs
1 Campus Drive
Parsippany, NJ 07054

(B) Fax your application to 973-628-3866 to the attention of CCP

(C) Email your application to CCP@GAF.COM

Once your company is approved as a GAF Certified Maintenance Contractor, you will receive your CMC Kit from GAF's World Headquarters in Parsippany. Should you have any further questions, please call our Certified Contractor Programs Team at 888-532-5767, option 3.

Sincerely,

*Credit Card Information

Card Type: _____

Card Number: _____ CVV # _____

Expiration Date: _____

(We will tear off and shred this information immediately after processing your payment)

Or

We will call you at 888-532-5767 option 3 with our credit card information for payment