

Small Business Group  
Addendum to the Master Roofing Contractor  
Program Participation Agreement

Updated 2/13



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**SMALL BUSINESS GROUP  
ADDENDUM TO THE**

**Master Roofing Contractor Program Participation Agreement**

This Small Business Group 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. Small Business Group Program. Subject to the eligibility requirements set forth in Paragraphs 5, 6 and 7 of this Addendum, GAF authorizes you to participate in the Small Business Group Program (the “**SBG Program**”), which includes the right to identify yourself as a “GAF Small Business Group Member” and to be considered for opportunities to offer Enhanced Warranties on certain roofing projects on property owned or leased by United States government agencies within your Designated Territory. 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 SBG 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 SBG 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 Enhanced Warranties in your Designated Territory;
  - (c) you must submit a fee in the amount of \$495 annually (the “**Annual Service Charge**”); this Annual Service Charge represents GAF’s cost for the training services provided to you for the SBG Program, as well as the administrative cost for GAF to administer this program; payment of this fee is non-refundable, except where GAF terminates the Agreement or this Addendum for convenience or GAF determine to modify the SBG Program, in which case, if you choose not to accept these modifications, you may terminate your inclusion in the SBG Program and you may receive a refund equal to the proportion of the twelve (12) month term remaining as of such termination;
  - (d) you must continue to satisfy your obligations set forth in the Agreement and set forth in Paragraph 6 and 7 below, as well as any of the additional obligations or requirements set forth in any Program documents and in any SBG Program documents issued by GAF from time to time;
  - (e) you must meet the Small Business Classification Size Standard, as such term is defined by the U.S. Small Business Administration (“**SBA**”) for Specialty Contractors (NAICS 238160) (which currently sets an annual sales volume limit of \$14 million);
  - (f) you must qualify for at least one of the following categories defined by the SBA or the U.S. Department of Veterans Affairs (“**VA**”), as applicable:

- (i) Small Business;
  - (ii) Veteran Owned Business;
  - (iii) Service-Disabled Veteran Owned Business;
  - (iv) Woman Owned Business;
  - (v) Historically Underutilized Business (HUB);
  - (vi) Native American Owned Business;
  - (vii) Alaskan Owned Business;
  - (viii) Native Hawaiian Owned Business;
  - (ix) HUBZone Business;
  - (x) Small Business Administration 8(a) Participant;
- (g) you must register with the United States federal government on its System, which can be found at <http://www.sam.gov>. Further, if you are a Service-Disabled Veteran Owned Small Business, you must register with and receive verification from the VA at <http://www.vetbiz.gov>.

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

6. Small Business Group Member Sales Requirement. You must register with GAF at least two (2) Enhanced Warranties for roofing projects on property owned or leased by the U.S. federal government per contract year, which will be proportionately applied for any partial year. The Enhanced Warranties required to be registered under this Paragraph 6 are in addition to any Enhanced Warranties required to be registered under the Program. GAF's election to renew your participation in the SBG 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.

7. Effectiveness of the Enhanced Warranties Registered Under the SBG Program. The Enhanced Warranties registered under the SBG Program will not be effective if you have failed to perform any of the requirements set forth in Paragraph 5 or 6 hereof. Additional requirements for the effectiveness of the Enhanced Warranties can be found in the applicable Enhanced Warranty 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 Enhanced Warranties registered under the SBG Program, except as specifically set forth herein or unless the context otherwise requires.

8. GAF Marks: Subject to Paragraph 12, 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 Small Business Group Member (and use the GAF Small Business Group Member 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 "Small Business Group Member" and the corresponding logo.

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

10. 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.

11. Third Party Services. From time to time, under the SBG Program, third party vendors may provide programs that are available to GAF Small Business Group Members 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.

12. 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) 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, (c) if you have not, within ten (10) days following written notice of a default in a payment obligation to GAF, cured such default and (d) 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) or (c) 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 Enhanced Warranties to the extent such Enhanced Warranties are intended to be registered under the SBG Program.

13. 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 Small Business Group Member and the other names and logos relating to the SBG Program and at GAF’s request, return any materials relating to the SBG Program, (iii) you must pay any and all amounts due to GAF under the SBG Program, (iv) you must cease holding yourself out as a Small Business Group Member, completely de-identify with the SBG Program, and comply with the 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.

14. Injunctive Relief. You acknowledge that irreparable injury may result to GAF and its business upon a breach or threatened breach of Paragraphs 8, 10, and 13 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.

15. 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 SBG 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.

16. 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.

17. 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

Company Name: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Print Name: \_\_\_\_\_

Title: Vice President, Certified Program & Services

Title: \_\_\_\_\_