

CONTRACTOR BUSINESS DEVELOPMENT AGREEMENT

This Contractor Business Development Agreement (this "Agreement"), effective as of [____] (the "Effective Date"), 2018 is entered into by and between [_____] ("Contractor") and GAF Materials LLC ("GAF"). Terms used in this Agreement and not otherwise defined shall have the meaning given to such term in the Agreement.

WHEREAS, Contractor and GAF are concurrently entering, or have recently entered, into that certain [Master Elite/Certified] Contractor Program Participation Agreement (the "CCP Agreement"); and

WHEREAS, to assist Contractor in its transition into the Certified Contractor Program, GAF is willing to extend certain benefits and make certain commitments to Contractor;

NOW, THEREFORE, with the intent to be legally bound, and for good consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Defined Terms. Terms used in this Agreement and not defined shall have the meaning given to such term in the CCP Agreement.

2. Term. The term of this Agreement shall be the earliest of (i) the termination of the CCP Agreement and (ii) one year from the Effective Date, subject to earlier termination as provided in Paragraph 4 below.

2. GAF Commitments. Subject to the terms and conditions set forth in this Agreement, in addition to services or materials provided for under the CCP Agreement, GAF agrees to provide, or offer to provide Contractor the services and materials designed to assist in Contractor's transition to the Program as set forth on Annex I attached hereto (the "Supplemental Commitments"). In addition to any requirements set forth in this Agreement, utilization of the Supplemental Commitments is conditioned upon Contractor's compliance with the CCP Agreement, including the Tool Kit and GAF Bucks Program T&C.

3. Contractor Representations. Contractor hereby represents and warrants the following:
 - a. CCP Agreement. Contractor is in compliance with all of its obligations under the CCP Agreement.

 - b. Annual Sales. Contractor has achieved sales of [\$_____] in the twelve (12) months prior to the Effective Date.

 - c. Roofing Projects. Contractor shall have completed [_____] roofing projects in the Designated Territory in the twelve (12) months prior to the Effective Date.

 - d. Volume. Contractor shall have installed [_____] squares of shingles in the twelve (12) months prior to the Effective Date.

e. Prior Enrollment. Contractor has not enrolled in the Program (other than as a result of the CCP Agreement) in the twelve (12) months prior to the EffectiveDate.

f. No Default. Contractor is not in default under any of its obligations under the CCP Agreement.

4. Commitment. Contractor agrees that during the Term of this Agreement, not less than 50% of the amount paid for all of Contractor's purchases of steep slope roofing products shall be for GAF roofing products that Contractor purchases from authorized independent distributors and other third parties (excluding purchases where an architect, specifier or builder requires that Contractor use a product manufactured by someone other than GAF).

5. Termination. GAF, may, at its option, terminate all or any of the Supplemental Commitments, and any or all rights granted hereunder, without affording Contractor any opportunity to cure the default, effective immediately upon Contractor's receipt of GAF's written notice if any of the following events shall occur: (i) there shall be any default under the CCP Agreement which remains uncured after giving effect to any applicable cure period; or (ii) any representation made by Contractor fails to be accurate, or (iii) failure to comply with any covenant set forth in this Agreement. In addition to the foregoing, GAF may terminate this Agreement or any of the Supplemental Commitments upon thirty (30) days' prior written notice to Contractor.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. Signatures delivered by facsimile transmission or by e-mail delivery of an electronic data file (e.g., PDF) shall create a binding obligation of the party executing this Agreement with the same force and effect as if such facsimile or electronic data file signature page were an original thereof.

6. Confidentiality During the term of this Agreement and after its expiration or termination, Contractor shall keep confidential the confidential and proprietary information of GAF, including the contents of this Agreement and the CCP Agreement (other than details that are publicly available), and any other information about GAF's operations, marketing plans, and products, obtained as a result of this Agreement. Any such confidential information shall be used only for Contractor's operation of its business that is participating in the Program, 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 be liable for any unauthorized disclosure by any of its Representatives.

6. Miscellaneous.

(a) Governing Law. This Agreement shall not be effective until signed by Contractor and accepted by GAF as evidenced by the signature of this Agreement by an authorized officer of GAF. This Agreement shall be interpreted and construed under the substantive laws of the State of Delaware without reference to its conflict of laws principles. All remedies under this Agreement shall be cumulative and not exclusive.

(b) Severability. 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.

(c) Headings. All headings in this Agreement are intended solely for the convenience of the parties, and none will be deemed to affect the meaning or construction of any provision.

(d) Independent Contractor. 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. This Agreement is not a franchise agreement and does not create a franchisor-franchisee relationship.

(e) No Agency; Indemnification. The parties understand and agree that nothing in this Agreement authorizes Contractor to make any contract, agreement, warranty or representation on GAF's behalf, to bind GAF, or to incur any debt or other obligation in GAF's name, and that GAF 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 its conduct of its business or any claim or judgment arising therefrom against GAF. Contractor shall defend, indemnify and hold harmless GAF, 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 Contractor's operations or conduct.

(f) Assignment. This Agreement may not be assigned by Contractor without the prior written consent of GAF.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement through their authorized representatives as of the date set forth below their signature, to be effective as of the date first set forth above.

[CONTRACTOR]

GAF Territory Manager

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

GAF Regional Sales Manager

GAF Area Vice President of Sales

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ANNEX I

Supplemental Commitments

- a. GAF WeatherHub - GAF shall provide, at no cost, a one year subscription to GAF Weather Hub, powered by AccuWeather, a commercial grade weather portal specifically designed with roofing in mind. The tool is a “one stop shop” for Contractor’s roofing-related weather needs. GAF Weather Hub subscription features include access (subject to terms and conditions) to wind and hail swaths as well as provide a three (3) year history to verify impact.
- b. Expert Speaker Series - GAF shall organize educational events (topics and location to vary depending on Territory) where industry experts share their expertise in a particular area of business. Some topics which may be available include sales training, negotiation training, supplementing, Xactimate training, finance training, etc.
- c. GAF Rewards - GAF will provide rebates through membership in the GAF Rewards loyalty program (subject to terms and conditions thereof).
- d. Continuous education resources - GAF shall make available to Contractor educational and training opportunities provided by CARE (The Center for the Advancement of Roofing Excellence). Training opportunities may be available (i) live for Contractor to attend, (ii) at CARE training centers, (ii) on-line by webinar at GAF.com or (iv) elsewhere online as directed by GAF. GAF may also coordinate training events with Contractor’s GAF territory manager. Content is anticipated to focus on roofing system sales, roofing system design, and roofing system installation (final content subject to change and modification).
- e. Contractor Marketing - GAF shall provide up to [\$_____] to share 50% of Contractor GAF-approved marketing expenses (i.e. for every \$1 contractor spend in approved marketing expenditures, GAF shall contribute an additional \$1 up to a maximum of the amount defined above during the term of this agreement).

\$_____ Co-op

Truck Wrap (check box if applicable)

GAF shall wrap one contractor vehicle with a customized vehicle wrap and shall make this service available to contractor’s other vehicles at reduced cost.

Website (check box if applicable)

During the first year of the Term of Agreement, GAF shall provide web site development and hosting by MoPro. All expenses incurred following the first year are the contractor’s sole responsibility.