



APPROVED CONTRACTOR APPLICATION & AGREEMENT

LEGAL NAME: _____

TRADE NAME OR DBA (if different than above): _____

BILLING ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER _____

SHIPPING ADDRESS (If different than billing address): _____

PARTNERSHIP PROPRIETORSHIP CORPORATION STATE OF ORGANIZATION _____

STATE ORG. ID#: _____ FED. TAX ID#: _____

CONTRACTOR'S LICENSE #: _____ CLASSIFICATIONS: _____ STATE: _____

HOW LONG IN BUSINESS? _____

DO YOU HAVE PREVIOUS COATING EXPERIENCE? _____ IF YES, HOW MANY YEARS? _____

PLEASE BRIEFLY DESCRIBE YOUR WORK EXPERIENCE: _____

NAMES OF OFFICERS OR PROPRIETORS (attach additional sheet if necessary):

NAME _____ TITLE _____

NAME _____ TITLE _____

**ARE YOU INTERESTED IN RECEIVING PROJECT LEADS FROM SURECOAT SYSTEMS?
QUALIFY AS A "PLATINUM CONTRACTOR"**

The SureCoat Systems' website generates leads from all over the country. We receive inquiries from building owners and project managers looking for contractors in their areas who have experience in installing the *SureCoat Roof System*. Our contractors who have obtained "Platinum Contractor" status are eligible to receive these leads. If you would like to qualify as a Platinum Contractor, please fill out the additional information requested below:

Workman's Compensation Insurance Carrier: _____, Policy #: _____
Please provide current Certificate of Insurance

General Liability Insurance Carrier: _____, Policy #: _____
Please provide current Certificate of Insurance

Member of Better Business Bureau? _____ BBB I.D. # _____

THIS AGREEMENT is between SureCoat Systems, Inc. (hereinafter "Seller) and _____
(hereinafter "Approved Contractor").

1. All SureCoat Systems Literature (including any documents provided, i.e., specifications, technical data sheets, installation or application guides, etc.) and Samples are the sole and exclusive property of the Seller and shall only be used to demonstrate and use or sell the products distributed by the Seller.
2. The Approved Contractor shall have the right to use the literature and samples as long as they are purchasing and using products distributed by the Seller. In the event that the Approved Contractor is not using or selling the products of the Seller or these samples do not remain in the possession and control of the Approved Contractor, the Seller shall have the right to demand the immediate return of all literature and samples.
3. The Approved Contractor agrees that all prices listed on the Price Sheet provided by the Seller are CASH, ACCOUNT and CREDIT CARD pricing except for volume purchases. Shipping or delivery is F.O.B. Anaheim, CA. Until full purchase price is received by Seller, and all payments have cleared the bank, title to all materials remains the property of Seller. At its discretion, Seller shall have the right to declare all amounts due and payable forthwith, repossess said material, and/or proceed in accordance with the law in regard thereto. Seller shall subsequently be entitled to all reasonable attorneys' fees and court costs enforcing this provision. Signature and/or acceptance of material by recipient constitutes waiver of notice of default or demand for possession of said property.

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4. The Approved Contractor agrees that all claims against merchandise must be exercised within ten days of receipt and held intact for inspection and that the product must be retained in the original shipping container and in original condition. Seller may request that the product be returned for inspection at Seller's cost.
5. The Approved Contractor agrees that Seller will make no adjustments after installation of our products and that use constitutes acceptance of the product.
6. As to shipment of product, by accepting delivery of the product, the Approved Contractor agrees to accept all conditions outlined herein. Seller will obtain adequate insurance coverage for products as they are in transit. If damage or loss occurs during transit, Seller will file a claim and provide replacement product as soon as reasonably possible. Once the product is delivered to the Company, Seller is released from any liability as to breakage or damage while in transit.
7. As to estimated delivery dates, Seller is not responsible for delivery dates and has no control over the schedules of any third-party shipping company. Any delivery date provided to the Approved Contractor is an estimate only. The shipping company used is at Seller's sole discretion and will provide only estimated dates of delivery. The Approved Contractor agrees that the Seller is not responsible for any delays in the Company's project due to delays or non-delivery of product caused by acts beyond Seller's control, acts by others or acts by third-party shipping companies.
8. The Approved Contractor acknowledges and agrees that color variations are inherent to all products. Any questions the Company or its customers may have regarding the acceptability of Seller's products must be resolved prior to installation of the product. Because Seller cannot guarantee color quantity of material at any given time, customer accepts responsibility for purchasing significant quantities of material to complete their job. On all color products, the Approved Contractor agrees to "box" all 5-gallon pails to provide uniform color before it is installed.
9. All sales are final. No return of products will be accepted unless agreed to and approved in advance by the Seller. If a return is approved, a 20% restocking fee will be assessed.
10. The Seller does not practice engineering or architecture. Therefore, the Seller cannot and does not warrant any review of construction or design plans. The Approved Contractor and/or owner of the project is encouraged to retain their own inspectors and/or other roof professionals to review any and all roof designs or modifications. Any roof inspections made by the Seller or an authorized agent of the Seller is for the sole benefit of the Seller.
11. In the event an Approved Contractor's check is not honored for any reason whatsoever by the institution upon which it is drawn, the Approved Contractor shall pay an additional fee of fifty dollars (\$50.00) to cover administrative costs of the Seller, and provide immediate payment by cash or cashier's check.
12. **If a Manufacturer's Warranty is desired by an Approved Contractor for any products sold by the Seller, the Approved Contractor must notify the seller prior to the project start date.** The Approved Contractor must review the Warranty Application Checklist before the project start and be prepared to provide all documentation that is required **before** the project start, **during** the project and at the **final** completion of the project. A Warranty Application must then be completed along with providing all of the items listed on the Warranty Application Checklist within 30 days of the project completion date. Additionally, in order to qualify for a Manufacturer's Warranty, the Application Specifications and Application Guidelines (provided to the Approved Contractor) must be strictly followed. If the Application Specifications and Guidelines are not strictly followed, all warranties will be null and void.
13. Any contract that comes from a lead provided to the Approved Contractor by SureCoat Systems must use the products of SureCoat Systems. If Approved Contractor uses a different product on the project, the Approved Contractor agrees to pay a lead fee of 15% of the contract price to SureCoat Systems.

As the Approved Contractor's Corporate Officer or Authorized Representative, I have read the above and agree that my company agrees to all terms and conditions set forth above and will apply the products as detailed in the Application Specification and Guidelines of which I have received a copy.

Additionally, I hereby certify that the above statements are true. I understand this application shall remain the property of SureCoat Systems or its assignees. I also agree to give written notice within 30 days of any material change in trade name, place of business, type of ownership, or business principals, ownership, or management. I hereby authorize SureCoat Systems to verify the information provided in this document.

Date

Company Name

Signature and Name of Corporate Officer or Authorized Representative

Title