

U.S. PLY, INC.

APPLICATION FOR ACCEPTANCE AS A U.S. PLY, INC. STARCHOICE ROOFING CONTRACTOR

I hereby apply for U.S. Ply, Inc. STARCHOICE ROOFING CONTRACTOR STATUS.

I have previously been a U.S. Ply, Inc. Approved Contractor Yes No

COMPANY NAME _____

Address _____

City _____ State _____ Zip: _____

Telephone (____) _____ Fax (____) _____ Email: _____

Corporation LLC Partnership Sole proprietor DBA Other

Years your firm has operated as a commercial roofing contractor? _____

Years your firm has been in business under its current name? _____

Years your firm has been in business under the present ownership? _____

Principals of Company: _____

Name

Title

Areas of Operation _____

(List general geographic area) _____

Branch Offices _____

Location

Address

Branch Mgr.

Annual Business Volume _____ Squares or Dollar Volume _____

Distribution of Work Type: New _____ % Reroof _____ % Maintenance _____ %

Other _____ % Explain: _____

Types of Membranes Applied –

Conventional BUR _____ % SBS Mop _____ % Shingle _____ %

Cold Process _____ % SBS Cold _____ % Tile/Shake _____ %

APP Torch _____ % EPDM _____ % Other _____ %

SBS Torch _____ % PVC/TPO _____ % Below Grade _____ %

Other Manufacturer's Approvals

List all Roofing and Waterproofing Manufacturer's by whom you are currently certified or approved to apply guaranteed systems:

Manufacturer

Certification Date

1. _____
2. _____
3. _____

U.S. PLY, INC.

ROOFING ASSOCIATIONS / INDUSTRY INVOLVEMENT

National Roofing Contractors Association Member? Yes No

List any other national, regional or local associations that your firm is an active member:

1. _____
2. _____
3. _____

REFERENCES – List firms for whom your company has applied commercial roofing systems including Architects/specifiers, consultants, owners, general contractors, others:

Built Up Roofing Systems:

Firm Name	Contact	Phone #	Job Size
1. _____			
2. _____			
3. _____			

Modified Bitumen Roofing Systems:

Firm Name	Contact	Phone #	Job Size
1. _____			
2. _____			
3. _____			

FINANCIAL INFORMATION

Please provide a copy of your most current financial statement.

BANK REFERENCE

Bank Institution _____ Contact _____
Mailing Address _____ Phone No. (____) _____

Has your firm been involved in any bankruptcy or reorganization proceedings? Yes No
(If yes, please explain): _____

Has your firm changed ownership in the last three years? Yes No
(If yes, please explain): _____

INSURANCE – Check all applicable insurance coverage(s) for your business:

Worker's Compensation General Liability Employer's Liability
 Auto/Vehicle Other as appropriate: _____
(Please attach insurance certificate verifying appropriate coverage)

U.S. PLY, INC.

CURRENT BONDING AGENT

Bonding Company: _____

Address: _____ Phone No. (____) _____

Bonding Agent: _____ Date Bonded: _____

Has your firm ever failed to complete a construction contract? Yes No

(If yes, please explain): _____

SUPPLIER REFERENCES

Company: _____ Contact: _____

Address: _____ Phone No. (____) _____

Company: _____ Contact: _____

Address: _____ Phone No. (____) _____

Company: _____ Contact: _____

Address: _____ Phone No. (____) _____

APPLICATION INSTRUCTIONS/TRAINING

My field supervisory and installation crews will be made available for training as required to maintain proficiency in the application of U.S. PLY, INC's. "BUR & MODIFIED BITUMEN" Commercial Roofing Systems.

I understand that this application is for the purpose of evaluating my firm for approval as a U.S. PLY, INC. STARCHOICE ROOFING CONTRACTOR. Approval as a STARCHOICE ROOFING CONTRACTOR is based upon satisfactory fulfillment of all necessary program qualification requirements. This application is valid for 12 months. If I have not been approved as a STARCHOICE ROOFING CONTRACTOR by that time this application must be renewed.

STARCHOICE ROOFING CONTRACTOR

APPLICANT

Name: _____

Title: _____

Signature: _____

Date: _____

U.S. PLY, INC.

Approvals

Date

Sales Rep: _____

Sales Mgr: _____

Tech Mgr: _____

Enclosures – Financial Statement: _____

Insurance Certificate: _____

Other: _____

Date Approved

BUR Systems _____

MB Systems _____

U.S. PLY, INC.

U. S. PLY, INC. STARCHOICE ROOFING CONTRACTOR AGREEMENT

We agree that, after the signing of this agreement as set forth below and subject to successfully completing all qualification requirements, you, ("the Contractor") will be deemed a U.S. PLY, INC., ("the Company") STARCHOICE ROOFING CONTRACTOR. STARCHOICE approval for BUR and/or MODIFIED BITUMEN systems is based upon satisfactory qualification in the application of both types of systems. As a STARCHOICE ROOFING CONTRACTOR, you will be entitled to apply to the Company for the issuance of U.S. PLY, INC. applicable term length BUR and/or MODIFIED BITUMEN roofing systems Material Only, Limited Material, and/or No Dollar Limit guarantees. U.S. PLY, INC. reserves the right to refuse to issue any such guarantee when its written specifications and recommendations are not followed or if you do not comply with your obligations under this Agreement.

U.S. PLY, INC. STARCHOICE ROOFING CONTRACTOR BENEFITS:

As a STARCHOICE ROOFING CONTRACTOR, you will be entitled to:

1. Apply for issuance of U.S. PLY, INC. 5 Year, 10 Year, 12 Year, 15 Year and 20 Year Material Only, Limited Material and/or No Dollar Limit Guarantees subject to compliance with applicable installation and guarantee issuance requirements.
2. Apply for issuance of applicable Guarantees under the U.S. PLY STARCHOICE Guarantee Express Program.
3. Eligibility in the U.S. PLY National Account Program.
4. Eligibility in the U.S. PLY STARCHOICE Extend Advantage Guarantee Program.

As a U.S. PLY, INC. STARCHOICE ROOFING CONTRACTOR, Contractor agrees to fulfill certain obligations and responsibilities as described hereunder:

1. Contractor agrees to notify Company in a timely fashion of your need for a U.S. PLY, INC. guarantee, to provide us with the required documentation, and pay the applicable guarantee and/or inspection fee(s) as detailed in our guarantee procedure guidelines which have been separately provided to you. Contractor agrees that on any roof for which you will seek a U.S. PLY, INC. guarantee, you will perform your work in a skilled and workmanlike manner and will apply the Company's products in strict conformity to the procedures, specifications and recommendations detailed in the most current U.S. PLY, INC.'S BUR & MODIFIED BITUMEN commercial roofing systems specifications at the time of application.
2. Should the Company so desire, Contractor will permit U.S. PLY, INC. or its designated representative to inspect the roof application and take samples during or shortly after application. You agree to promptly correct at your expense any instances or methods of your improper installation including failure to apply the Company's products in strict conformity with the Company's specifications that U.S. PLY, INC. or its designated representative may bring to your attention.
3. Contractor agrees to be responsible for any repairs that may be necessary as a result of your improper installation including installation which is not in strict conformity with the Company's specifications as to which complaints are made or inspections reveal to be necessary, within a two-year period after the completion of the roof, except as set forth in paragraph five (5). These repairs include, but are not limited to, places where the membrane or roof surfacing has not remained in place and any slippage or buckling of the flashings.
4. Contractor also agrees to assist U.S. PLY, INC. in making any inspection(s) so long as said inspection(s) and subsequent repair(s) are made within the period ending three months after the second anniversary of the completion date of the roof. Following passage of said period without notice from U.S. PLY, INC. of the need for any inspection(s) or repair(s), you shall have no further obligation to make repairs at your expense pursuant to paragraphs for (4) and five (5) of this Agreement, provided you promptly commence and diligently proceed with and complete any repairs which are called to your attention during said period.
5. Contractor understands, and Company agrees, that neither the inspection(s) by U.S. PLY, INC. or its designated representative, of a roof application, nor the issuance by U.S. PLY, INC. of a guarantee for that roof, in any way, relieves you of your obligations and responsibilities to perform your work in a skilled and workmanlike manner and to apply the Company's products in strict conformity to the procedures, specifications and recommendations detailed in U.S. PLY, INC.'s most current specification manual. Contractor also agrees to indemnify and hold the Company harmless from any liability or expense which the Company may incur on account of your negligence or failure to perform your obligations hereunder.
6. Company agrees and you hereby acknowledge that at all times you are and will be functioning as an independent contractor, and that you are neither an agent nor legal representative of U.S. PLY, INC. for any purpose whatsoever. Contractor further agrees that you have no express or implied right or authority to assume or create any obligation or responsibility for or on behalf of the Company or to bind U.S. PLY, INC. in any manner. This agreement may be cancelled by either party, for any reason, effective 30 days after the canceling party gives written notice. Any cancellation does not, however, relieve either Contractor or U.S. PLY, INC. of its obligations under any guarantee issued prior to cancellation.

This agreement will not be effective until the "Accepted and Agreed" line below has been executed by an authorized corporate representative of U.S. PLY, INC.

ACCEPTED AND AGREED:

(Applicant Firm Name)

By: _____

Title: _____

ACCEPTED AND AGREED:

U.S. PLY, INC.

By: _____

Title: _____