

tion shall survive such termination and the parties agree that the provisions of this contract though otherwise a nullity shall be conclusive evidence of such binding commitment.

ditions shall override those contained in any writings exchanged between the parties and it shall not be modified except by mutually executed amendment. The failure of either party to assert any right or remedy provided herein, regardless of the incidence, shall not bar the assertion of such right or remedy thereafter. In any dispute arising under this Agreement, Arkansas law shall be controlling, notwithstanding any conflict of law statute or decision to the contrary.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to become effective as of the day and year first above written.

16. This agreement is highly personal in nature and it shall not be assignable by operation of law or otherwise.

17. This Agreement encompasses the complete understanding between parties in the subject matter hereof. There are no understandings between the parties other than as expressed herein and no evidence of contemporaneous verbal understandings shall be admissible to establish its meaning. Its terms and con-

This Section for BITEC Approval Only

BITEC, INC.
by _____
Title _____

This Section to be signed by Applicant

COMPANY _____
By _____
Title _____
Signature must be officer of company.

PROCESSING INSTRUCTIONS FOR APPLICATION

- (1) Form must be filled out completely, and properly signed by an officer of the company in the shaded areas on pages 2 and 5.
- (2) Final approval can only be granted upon receipt of this original form to BITEC. Final approval will not be granted to faxed copies.
- (3) The applicant's original certificate of insurance must accompany the application, or be forwarded direct to BITEC, Inc. upon the instructions of the applicant. No photo copies or fax copies can be accepted for final approval.
- (4) Upon final approval, BITEC will furnish a certificate bearing an assigned application number.



Visit our web site at www.bi-tec.com

P.O. Box 497 • Morrilton, Arkansas 72110 • Fax (501) 354-3019 • Phone 1-800-535-8597

MANUFACTURERS OF ADVANCED TECHNOLOGY WATERPROOFING MEMBRANES

ACORD. CERTIFICATE OF INSURANCE		ISSUE DATE (MM/DD/YY)	
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW	
CONTRACTORS INSURING AGENT		COMPANIES AFFORDING COVERAGE	
CODE	SUB-CODE	COMPANY LETTER A	NAME OF INSURANCE COMPANY
INSURED		COMPANY LETTER B	
CONTRACTOR OR COMPANY		COMPANY LETTER C	
		COMPANY LETTER D	
		COMPANY LETTER E	
COVERAGES			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.			
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)
A	GENERAL LIABILITY	The amounts-\$'s and types shown are the minimum acceptable.	
	COMMERCIAL GENERAL LIABILITY		
	CLAIMS MADE OCCUR. OWNER'S & CONTRACTOR'S PROT.		
	AUTOMOBILE LIABILITY		
	ANY AUTO		
	ALL OWNED AUTOS		
	SCHEDULED AUTOS		
	HIRED AUTOS		
	NON-OWNED AUTOS		
	GARAGE LIABILITY		
	EXCESS LIABILITY		
	OTHER THAN UMBRELLA FORM		
	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		
	OTHER		
ALL LIMITS IN THOUSANDS			
		GENERAL AGGREGATE	\$ 500
		PRODUCTS-COMP/OPS AGGREGATE	\$ 500
		PERSONAL & ADVERTISING INJURY	\$ 500
		EACH OCCURRENCE	\$ 250
		FIRE DAMAGE (Any one fire)	\$ 50
		MEDICAL EXPENSE (Any one person)	\$
		COMBINED SINGLE LIMIT	\$
		BODILY INJURY (Per person)	\$
		BODILY INJURY (Per accident)	\$
		PROPERTY DAMAGE	\$
		EACH OCCURRENCE	\$
		AGGREGATE	\$
		STATUTORY	
		\$	(EACH ACCIDENT)
		\$	(DISEASE-POLICY LIMIT)
		\$	(DISEASE-EACH EMPLOYEE)
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS			
ROOFING CONTRACTOR			
CERTIFICATE HOLDER		CANCELLATION	
BITEC, INC. P.O. Box 497 #2 Industrial Park Drive Morrilton, AR 72110		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.	
		AUTHORIZED REPRESENTATIVE:	
ACORD 25-S (3/88)			



MANUFACTURERS OF ADVANCED TECHNOLOGY WATERPROOFING MEMBRANES

APPLICATION FOR AUTHORIZED APPLICATOR STATUS

Representative/Distributor Approval _____

BITEC Approval _____

Business Name _____

Type of Business: Sole Proprietorship _____ Partnership _____ Corporation _____

Business Address: _____

City _____ State _____ Zip _____

Business Phone: (_____) _____ Fax No. (_____) _____
Area Code Area Code

Year Business Established _____ Yearly Sales Volume: \$ _____

Executive Officers:

Name _____ Position _____

Brief Resume of Experience: _____

Name _____ Position _____

Brief Resume of Experience: _____

Name _____ Position _____

Brief Resume of Experience: _____

Number of Employees: Office _____ Sales _____ Laborers _____ Supervisors _____ TOTAL _____

General Vicinity Where Majority of Work Performed: _____

Division of Jobs: New Roofing _____% Re-roofing _____% Other _____%

Explain Other _____

List Three Major Jobs:

Name	City & State	Specifications	Installation Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Experience with Torch Applied Roofing:

None _____ Minor _____ Regularly _____ Extensive _____ Types Used: SBS _____ APP _____

Certification or Approval From Any Other Manufacturer: Yes _____ No _____

If yes, Describe _____

Credit References – Three Major Suppliers – Company Name, Address, Phone including area code:

Bonding Company

Name _____ Capacity \$ _____

Street _____ City _____ State _____ Zip _____

Insurance Carrier (Liability)

Name _____ Capacity \$ _____

Street _____ City _____ State _____ Zip _____

Note: An original certificate of insurance naming BITEC as certificate holder must be forwarded or attached. Contractor agrees to have insurance carrier forward new certificate at each policy renewal or carrier change. See back page for minimum requirements.

Financial Statement: Attached _____ Will Forward _____

Declined & Reason _____

Knowledge of BITEC Products Came From:

Trade Show _____ Trade Magazines _____ Word of Mouth _____ Distributor _____ BITEC Sales Rep/Agent _____ Other _____

Any Other Pertinent Information _____

Signature (must be an officer of company)	Title	Date
_____	_____	_____
Print Name Clearly	Print Title Clearly	
_____	_____	



AGREEMENT BY AND BETWEEN BITEC, INC. and AUTHORIZED ROOFING CONTRACTOR

1. BITEC hereby appoints the Contractor as a BITEC authorized roofing contractor with the non-exclusive right to install its BITEC roofing systems in commercial and industrial applications. Residential applications shall not qualify for Limited 10 Year Insured Warranty.

2. BITEC agrees to furnish the Contractor complete specifications, instructions and quality standards on proper application procedures for installing its BITEC roofing systems and from time to time BITEC shall conduct training sessions for authorized contractors.

3. Contractor agrees to conform and adhere to the specifications, instructions, quality standards and procedures furnished by BITEC. Contractor further agrees to participate in training sessions conducted by BITEC so as to remain abreast of the latest most current BITEC advice and technology.

4. Contractor agrees that he will use only BITEC materials and supplies in roofing installations which the Contractor represents to be BITEC roofing systems insofar as BITEC produces materials and supplies for such use and that materials and supplies which Contractor must otherwise use in such jobs shall be of suitable quality and durability for the application.

5. Contractor warrants that its employees possess the necessary skills, experience, and qualifications to perform their jobs in a workmanlike manner in accordance with the latest, best and generally accepted practices in the trade.

6. Contractor agrees that BITEC representatives will be granted access to roofing jobs

in which roofing systems are being installed at any time while the work is in progress so BITEC may determine whether the application and work practices meet BITEC's quality standards and conform with specifications, instructions and procedures.

7. As a BITEC authorized roofing system Contractor, the Contractor shall have the benefit of promoting the fact that the completed roofing job, if approved upon final inspection by BITEC will be subject to the BITEC warranty. However, Contractor acknowledges its understanding that final acceptance by BITEC and issuance of the BITEC warranty is contingent upon Contractor's compliance with BITEC's Roofing Warranty Program, as well as all other provisions of this Agreement.

8. In return for issuance of the BITEC Warranty on a roofing installation job performed by Contractor, the Contractor agrees that for a period of two (2) years from the date any such installation is completed and accepted by BITEC, the Contractor will provide the labor, at its own expense and at no charge to any other part, to make any repairs whether required at that time, or deemed necessary by BITEC to insure the integrity of the roofing over the warranty period; provided that such repairs are necessitated by faulty or improper installation. The Contractor shall have no obligation for any installation after the two (2) year period, providing he had discharged any obligation he was called upon to meet beforehand, and the expense of both labor and material in any repair necessary in the remaining period of the warranty will be borne by BITEC.

9. The Contractor acknowledges that he is not a sales agent, employee representative or franchise of BITEC and agrees he will not in any manner hold himself out to be performing the business of installing roofing on commercial and industrial buildings and structures, and that the sole relationship created by this Agreement is a grant of the right by BITEC to represent himself as authorized by BITEC to install the roofing System by virtue of such appointment. The Contractor acknowledges he has no authority to make any representations, promises or agreements on behalf of BITEC. The Contractor agrees that he will offer no guarantee or warranty when installing a BITEC roofing system beyond the commitment which Contractor makes herein.

10. The Contractor agrees not to use BITEC trademarks, tradename, logotype, the name "BITEC" either alone or in conjunction with other words, designs, or any other form in any manner confusingly similar to the BITEC name or logotype in any corporate title, trade style, or business names, or in, on, or with any forms, printed material, business cards, signs or letterheads unless specifically authorized in writing by BITEC to do so. The Contractor agrees to use BITEC's established trademarks when referring to materials purchased from BITEC. By virtue of this agreement, Contractor may represent in advertising and correspondence relating to the roofing systems that it is an authorized roofing contractor of "BITEC INC."

11. Contractor agrees with regard to each job in which it undertakes to install a BITEC roofing system, that the Contractor will comply with all federal, state and any necessary licenses and bonds, pay all applicable taxes which are due from or assessable on Contractor's performance and discharge all liens which are attendant.

12. Notwithstanding anything to the contrary in this Agreement, BITEC may decline to approve the BITEC roofing system for a particular application if from examination of job specifications, drawings and plans and inspection of the structure, in its sole discretion determines that its roofing sys-

tem will not provide a satisfactory service life in such application. BITEC will not be bound to offer a warranty on any roofing system, nor shall BITEC be responsible for any expense the Contractor may incur or make in anticipation of a roofing system warranty, unless and until, BITEC approves in writing its roofing system for the particular application.

13. The Contractor acknowledges that the warranty which is the subject of this agreement extends from BITEC directly and solely to the building owner and not to the Contractor and Contractor may assert no claim under it except that it be issued to the building owner in accordance with the terms of this Agreement. The Contractor shall assert no claim on the basis of roofing materials and supplies produced by BITEC beyond the applicable product warranty offered by BITEC.

14. The Contractor agrees to indemnify and save BITEC harmless from any claim for personal injury or property damage to the extent it is based on faulty or careless application, provided, however this shall not apply where the Contractor can show the application conformed in every respect with BITEC procedures, techniques, specifications and instructions which were current at time of the installation. In furtherance of this contractual obligation, the Contractor agrees to obtain and maintain in effect throughout the term of this agreement liability insurance of a kind, in an amount and with an insurer satisfactory to BITEC and upon request to furnish evidence of such insurance to BITEC.

15. This Agreement shall be effective for a period of one (1) year from the date first above written at which time it shall be automatically renewed, from year to year; provided, however, that either party at their option may terminate this agreement at any time during the initial term or any extension thereof, upon providing the other party written notice of their election to do so thirty (30) days beforehand. Any and all future commitments undertaken under this agreement which have not been performed as of the date of termina-