



Manufacturers of Advanced Technology Waterproofing Membranes™

APPLICATION FOR AUTHORIZED APPLICATOR STATUS

BITEC Representative Approval _____

BITEC Approval _____

Business Name _____

Type of Business: Sole Proprietorship [] Partnership [] Corporation []

Business Address: _____

City ST ZIP

Business Phone: _____ Business Fax: _____ Email: _____

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 _____

(Continued)

List Three Major Jobs:

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

Experience with Torch Applied Roofing: (Check box for Types Used:

None Minor Regularly Extensive SBS APP

Certification or Approval from Any Other Manufacturer: Yes No

If yes, Describe

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

Bonding Company

Name _____ Capacity \$ _____

Street _____ City _____ State _____ Zip _____

Insurance Carrier (Liability)

Name _____ Capacity \$ _____

Street _____ City _____ State _____ Zip _____

Financial Statement: Attached Will Forward

Declined & Reason _____

Knowledge of BITEC Products Came From:

_____	_____	_____
Officer of the Company Signature	Title	Date

Print Name Clearly		

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

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.

1. BITEC agrees to furnish the Contractor complete specifications, instructions and quality standards on proper application procedures for installing its BITEC roofing systems and industrial applications. Residential applications shall not qualify for the Roofing 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, quality standards, and procedure 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 installation 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 projects 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 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 project installation on a job performed by Contractor, the Contractor agrees that for a period of two (2) years from the date of 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 party to make any repairs whether required at the time, or deemed necessary by BITEC to insure the integrity of the 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) years period, providing he has 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 to 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 works, designs, or any other form in any manner confusingly similar to the BITEC name, logotype in corporate title, trade style, or business names, or in, or with any forms, printed material, business cards, 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 in 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 Contractors 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 system will not provide 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 or personal injury or property damage to the extent 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 the 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 the amount and with the 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 (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 with written notice of their election to do so thirty days beforehand. Any and all future commitments undertaken under this agreement which have not been performed as of the date of termination 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.
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 expressed herein and no evidence of contemporaneous verbal understandings shall be admissible to establish its meaning. Its terms and conditions 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 from 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.

This Section for BITEC Approval Only
BITEC, INC.
By _____
Title _____

This Section for Applicant's Signature
Company _____
By _____
Title _____
Signature must be Officer of Company

Note: An original certificate of insurance (COI) naming BITEC, INC. as the certificate holder must be attached to this application. Contractor agrees to have insurance carrier forward new certificate at each policy renewal or carrier change. See back page for MINIMUM REQUIREMENTS.

- PROCESSING INSTRUCTIONS FOR APPLICATION**
- (1) Form must be filled out completely, and properly signed by an officer of the company in the shaded area on page 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 directly to BITEC, INC., upon the instructions of the applicant. No photo copies or faxed copies can be accepted for final approval. Certificate of insurance must list BITEC as the certificate holder.
 - (4) Upon final approval, BITEC will furnish a certificate bearing an assigned application number.



WHEN QUALITY MATTERS™

PO Box 497 • Morrilton, AR 72110 • Phone 800-535-8597 • Fax 501-354-3019 • www.bi-tec.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER CONTRACTOR'S INSURING AGENT	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.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED CONTRACTOR OR COMPANY	INSURER A: Name of Insurance Company	Enter NAIC#
	INSURER B: Name of Insurance Company (if applicable)	Enter NAIC#
	INSURER C: Name of Insurance Company (if applicable)	Enter NAIC#
	INSURER D: Name of Insurance Company (if applicable)	Enter NAIC#
	INSURER E: Name of Insurance Company (if applicable)	Enter NAIC#

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<input type="checkbox"/>	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	The Amounts -\$'s and types shown are the minimum acceptable			EACH OCCURENCE	\$500,000
	<input type="checkbox"/>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/> _____				COMBINED SINGLE LIMIT (Each Occurrence)	
	<input type="checkbox"/>	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____				BODILY INJURY (Per person)	\$
	<input type="checkbox"/>	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ _____				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/>	OTHER				AUTO ONLY - EA ACCIDENT	
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
						EACH OCCURENCE	
						AGGREGATE	
							\$
							\$
							\$
						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	
						E.L. DISEASE - EA EMPLOYEE	
						E.L. DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

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 INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL ___ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE