



APPROVED COATING CONTRACTOR APPLICATION FORM

#2 Industrial Park Drive · PO Box 497

Morrilton, AR 72110

Customer Service: (800) 535-8597 · Fax: (501) 354-3019 · www.bitec.com

For Office use only within this box.
Contractor #:
Approved by:
Date:

General Information:

Business Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Name: _____ Owner Name: _____

Telephone No.: _____ Fax No.: _____ Email: _____

Year business founded: _____ Business Type: Sole Proprietorship Partnership Corporation

Business License(s) (Class, ID# & years licensed): _____

List Products and/or Services provided by your business:

Current warranties offered on your services/products (please attach any related documents as applicable):

Employee Structure:

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

Executive Officers (please use an additional page if necessary):

Name: _____ Position: _____

Brief Description of Experience: _____

Name: _____ Position: _____

Brief Description of Experience: _____

Insurance and Financial: (NOTE: An original Certificate of Insurance naming BITEC, Inc. as the certificate holder must be attached. The Insurance Carrier must forward a new certificate at each policy renewal or carrier change.)

Bonding Company: _____ Capacity: \$ _____

Address: _____

City: _____ State: _____ Zip: _____

Insurance Company (Liability): _____ Capacity: \$ _____

Address: _____

City: _____ State: _____ Zip: _____

Credit References (please list 3 major suppliers/vendors):

Company Name	Address	Phone Number (include area code)



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Last year's gross sales: \$ _____

Do you have any outstanding liens, judgements or unsettled lawsuits? Yes No

Any bankruptcies in the past? Yes No (If yes, please attach explanation.)

Financial Statement: Attached Will Forward Decline (please give reason): _____

Areas of Specialization:

Industry: Commercial _____% Industrial _____% Residential _____%

Client focus (ex. Medical, K-12, University, etc): _____

Geographic market area(s) where work is performed: _____

List any manufacturer/manufacturers for whose products you have been or are an approved/authorized installer:

Company: _____ Approval Date: _____

Company: _____ Approval Date: _____

Company: _____ Approval Date: _____

List 3 projects as a reference that you have completed with BITEC products and/or those of other coating manufacturers.

Project/Building Name	City, State	System Type/ Scope of Work	Installation Date

For this Agreement to become valid, the signature affixed to this document must be from an officer of the company applying for this authorization. (NOTE: Page 5 of this document must also be signed as part of the Agreement.)

Signed: _____ Date: _____

Title: _____

Business Name: _____

AGREEMENT BY AND BETWEEN BITEC AND AUTHORIZED ROOFING CONTRACTOR

1. BITEC hereby appoints the Contractor as a BITEC authorized roofing contractor with the non-exclusive right to install BITEC roofing systems in residential, commercial and industrial applications.
2. BITEC agrees to furnish the Contractor complete specifications, instructions and quality standards on proper application procedures for 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 standards and technology.
4. Contractor agrees to 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 professional manner in accordance with the latest, best and generally accepted practices in the industry.
6. Contractor agrees that BITEC representatives will be granted access to roofing projects in which BITEC 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, procedures and Warranty criteria.
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 terms and conditions of 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 standard guidelines and specifications, Roofing Warranty Program, and all other provisions of this Agreement.
8. In return for issuance of the BITEC Warranty on a roofing installation project 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 the Contractor had discharged any obligation requested 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 they are not sales agents, employee representatives or a franchisee of BITEC and that the sole relationship created by this Agreement is a grant of the right by BITEC to represent the Contractor 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 system 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 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.



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- 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 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 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

Name: _____

Title: _____

Signature: _____

Date: _____

This Section for Contractor Approval only

Name: _____

Title: _____

Signature: _____

Date: _____

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 directly to BITEC, Inc. upon the instructions of the applicant. No photocopies or fax copies can be accepted for final approval.

Upon final approval, BITEC will furnish a certificate bearing an assigned Contractor number.