

Approved Contractor Application & Agreement

Thank you for your interest in becoming an eCoat Solutions Approved Contractor. If you should have any questions while filling out this application, please call us at 612-314-3999.

ITEMS YOU WILL NEED TO COMPLETE THIS APPLICATION:

- Manufacturer approvals and job references for eCoat Solutions system(s) you are applying to install (Fluid-Applied Roofing Systems, Fluid-Applied Wall Coating Systems)
- Copy of manufacturer certificate(s) for systems you are applying to install
- Copy of current liability insurance certificate
- Copy of state license (If applicable)

You can type directly into the form fields and then save the file. Once the application is complete, you must print and then sign the final page.

You may scan and email the signed copy.

Please return application to:	
Email:	admin@eco-coatsolutions.com
Mail:	eCoat LLC Attn: ACAApplication 12055 41 ST Avenue North #218 Plymouth, Minnesota 55441



CONTRACTOR APPLICATION & AGREEMENT

LEGAL NAME OF BUSINESS: _____

CONTACT PERSON: _____

PHONE: _____ FAX: _____

BILLING ADDRESS: _____

CITY: _____ STATE: _____ COUNTRY: _____ ZIP: _____

PHYSICAL ADDRESS (IF DIFFERENT THAN ABOVE): _____

CITY: _____ STATE: _____ COUNTRY: _____ ZIP: _____

YEARS IN BUSINESS: _____ NUMBER OF EMPLOYEES: _____ FEDERAL ID #: _____

WEBSITE URL: _____

EMAIL: _____

ACCOUNTS PAYABLE EMAIL: _____

COMPANY IS STRUCTURED AS (CHECK ONE):

- CORPORATION
- PARTNERSHIP
- L.L.C.
- SOLE PROPRIETOR

NATURE OF BUSINESS: _____

CHECK WHICH ECOAT SOLUTIONS SYSTEM(S) YOU ARE APPLYING TO INSTALL:

- FLUID-APPLIED ROOFING SYSTEMS
- FLUID-APPLIED WALL COATING SYSTEMS



FLUID-APPLIED SYSTEMS

Please provide all manufacturer approvals and job references related to fluid-applied roofing and/or wall coating systems.

MANUFACTURER APPROVALS

- 1. MANUFACTURER: _____
YEAR APPROVED: _____ SQUARE FEET/YEAR _____
2. MANUFACTURER: _____
YEAR APPROVED: _____ SQUARE FEET/YEAR _____
3. MANUFACTURER: _____
YEAR APPROVED: _____ SQUARE FEET/YEAR _____
4. MANUFACTURER: _____
YEAR APPROVED: _____ SQUARE FEET/YEAR _____

JOB REFERENCES

- 1. COMPANY: _____
ADDRESS: _____ CITY: _____ STATE: _____
MANUFACTURER: _____ SYSTEM INSTALLED: _____
PROJECT SIZE (SQ. FT.) _____ DATE COMPLETED: _____
2. COMPANY: _____
ADDRESS: _____ CITY: _____ STATE: _____
MANUFACTURER: _____ SYSTEM INSTALLED: _____
PROJECT SIZE (SQ. FT.) _____ DATE COMPLETED: _____
3. COMPANY: _____
ADDRESS: _____ CITY: _____ STATE: _____
MANUFACTURER: _____ SYSTEM INSTALLED: _____
PROJECT SIZE (SQ. FT.) _____ DATE COMPLETED: _____
4. COMPANY: _____
ADDRESS: _____ CITY: _____ STATE: _____
MANUFACTURER: _____ SYSTEM INSTALLED: _____
PROJECT SIZE (SQ. FT.) _____ DATE COMPLETED: _____

THIS AGREEMENT IS MADE AND ENTERED INTO

THIS _____ DAY OF _____, 20_____:

BY AND AMONG ECOAT SOLUTIONS, HEREINAFTER REFERRED TO AS THE "SUPPLIER" AND

HERE IN AFTER REFERRED TO AS THE "APPROVED CONTRACTOR"**APPROVED CONTRACTOR CONTRACTORS**

WHEREAS, the Supplier sells roofing products and a certain roofing system (the "System") for use on roofing projects, and the Approved Contractor intends to purchase such roofing and/or wall coating products for use in projects; and

WHEREAS, the Supplier warrants its product to be free of defects and offers the eCoat Solutions Material Warranty ("ECS Materials Warranty") which is offered through an application process in either five (5) or ten (10) year increments; and

WHEREAS, the Approved Contractor has the option of applying for the ECS Materials Warranty under the terms and conditions set forth herein.

TERMS

- 1) **Best Efforts:** The Approved Contractor agrees to utilize its best efforts to execute said System and to deliver it to the Building Owner upon the proper completion of the project and the satisfaction of all conditions as expressed in the System. The Approved Contractor agrees to have special skills, knowledge, and training in the application of the System. The Approved Contractor further agrees to apply the System in accordance with Supplier's written instructions and specifications and further agrees that any application of the System not in accord with such instruction will be promptly brought into accord by the Approved Contractor, at the Approved Contractor's expense.
- 2) **Standard Product Warranty:** The Supplier always warrants products to be free of defects so long as the products are stored and shipped in accordance with Supplier's label directions and printed instructions. Liability shall be limited to prompt replacement of material proven defective, according to Supplier's standard terms and conditions of sale.
- 3) **ECS Materials Warranty:** The Approved Contractor shall have the option of applying for the ECS Materials Warranty by completing the ECS Materials Warranty application and obtaining approval of the ECS Materials Warranty by the Supplier.
- 4) **ECS Supplier's Instructions:** The Supplier shall provide appropriate instructions (Application Guidelines) to the Approved Contractor for applying the product to appropriate and approved substrates. These instructions shall be in printed or electronic form. Should the Approved Contractor fail to comply with said instructions, then the Approved Contractor shall be liable and accountable for the cost of any necessary repair according to the terms of the applicable Warranty so as to put it in compliance with said instructions and specifications. The Approved Contractor agrees that it fully understands the instructions and specifications for the storage and application of the product, and that it will fully comply with said instructions and specifications.

APPROVED CONTRACTOR – LABOR & MATERIALS WARRANTIES

WHEREAS, the Supplier produces a certain roofing system hereinafter referred to as the "System", the properties, specification, and application instructions for which are set forth in Application Guidelines (as defined hereinafter); and

WHEREAS, in expressing their confidence in the System, the Supplier and the Approved Contractor may join in making the eCoat Solutions Labor and Materials Warranty ("ECS Labor & Materials Warranty") to the owner of the building ("Building Owner") to which the System is installed. Labor & Material Warranties are offered through an application process in either five (5) or ten (10) year increments; and

WHEREAS, if the ECS Labor & Materials Warranty is issued, the Supplier and the Approved Contractor will become jointly and severally liable to the Building Owner under the terms of the System and this Agreement which is executed to make explicit their rights, duties, and responsibilities to one another with respect to the System and the projects to be completed; and

WHEREAS, the Supplier and the Approved Contractor enter into this Agreement in reliance upon the cooperation, efforts, and expertise of the other.

TERMS

- 1) **Insurance and Indemnity:** The Approved Contractor will obtain all necessary worker's compensation, liability and transportation insurance at its own expense. Approved Contractor further agrees to purchase and maintain in full force and effect the insurance required to complete each project and cause Supplier to be added as a named insured therein so as to cause Supplier to be saved harmless from all claims, losses, and liabilities arising out of damage to property or injury or death of persons occasioned by or connected with the Approved Contractor's operation including, without limitation, acts or omissions of the Approved Contractor, the Approved Contractor's approved agents, sub-contractor, employees or invitees, or the use of by motor vehicle or other equipment or property in connection therewith and from and against all claims, losses, and liabilities for costs and legal expenses.
- 2) **Pre-Project Inspection Reports:** For projects on which the ECS Labor & Materials Warranty is to be issued, the Approved Contractor and/or an independent roofing consultant, to be approved by the Supplier, may inspect the substrate prior to the application of any of the Supplier's products. Recommendations will be made as to how to proceed regarding substrate conditions, surface preparation, specifications, etc.
- 3) **Post-Project Inspection Reports:** For projects on which the ECS Labor & Materials Warranty is to be issued, when the job is completed, a Supplier approved independent consultant or a representative of Supplier may meet with the Approved Contractor at the job-site, and they will conduct a full inspection. Any independent consultant will have all the qualifications necessary and full authority to conduct completed project inspection. If there are any voids, pinholes, fish-mouth, cracks, inadequate application of coating, and/or any other deficiencies, the Approved Contractor must correct these deficiencies and a second inspection must take place. If there are no deficiencies, the Completed Project Inspection Report form (to be provided by the Supplier) will be signed by the independent consultant (if applicable) and the Approved Contractor and submitted to the Supplier for final approval.
- 4) **Additional Conditions:** The Approved Contractor agrees as specific conditions for issuance of an ECS Labor & Materials Warranty to the following:
- 5) The Approved Contractor, solely at its expense, agrees to provide entire remedy as provided for in the ECS Labor & Materials Warranty to repair deficiencies in the installed system for a period defined in the warranty application. Deficiencies in the installed System include, but are not limited to, leaks and/or delaminating material resulting from faulty workmanship. The Approved Contractor, solely at its expense, agrees to provide all labor and non-eCoat Solutions materials necessary to remedy deficiencies in the installed System, as provided for in the ECS Labor & Materials Warranty. Supplier agrees at its expense to provide eCoat Solutions materials to effectuate these repairs.

Supplier agrees to provide all materials and labor, and the Approved Contractor agrees to perform repairs which may become necessary under the ECS Labor & Materials Warranty for water leaks occurring after the Approved Contractor's commitment has expired through the end of the ECS Labor & Materials Warranty. Supplier reserves the right to inspect or to have an approved consultant inspect the project and to issue a punch list to the contractor to be completed before Supplier releases the contractor from its labor obligations. The Approved Contractor agrees not to charge for any profit on repairs performed under this agreement. It is further agreed that the Supplier must be provided notice of a potential claim as soon as received by the Approved Contractor, and the Supplier agrees to provide notice to the Approved Contractor of a potential claim as soon as received. It is further agreed that the Approved Contractor must afford the Supplier the right to provide the materials in suitable quantities to perform the repairs. The Approved Contractor agrees to provide the Supplier with a written summary of the repairs performed, separated in accordance the following:

- a) Materials (Non-eCoat Solutions)
- b) eCoat Solutions materials
- c) Labor Costs

PROVISIONS APPLICABLE TO APPROVED CONTRACTOR

- 1) **Contractor Not an Agent:** The Approved Contractor shall not be construed as an agent for the Supplier. The Supplier shall not be obliged under any contracts or statements made to third parties by the Approved Contractor. No third party shall be deemed an agent of Supplier for purposes of notice of claim in the applicable warranty, inclusive of payment of the applicable warranty premium.
- 2) **Breach of Contract:** If either party fails to perform any of these terms and conditions, then such nonperformance shall be treated as a material breach of this Agreement, and the non-defaulting party shall be allowed all appropriate remedies as well as contract damages.
- 3) **Venue:** In the event that an action at law is brought by either party to enforce any of the terms of this Agreement, it is agreed that any such litigation shall be commenced in Minneapolis, State of Minnesota.
- 4) **Authority:** The parties hereto represent and covenant that they shall cause this Agreement to be signed pursuant to the authority granted by the governing body or authorized official of the respective entity so as to empower the individual signing on behalf of the entity to so act.



BUSINESS BANKING

1. NAME OF BANK: _____ CONTACT PERSON: _____

BRANCH PHONE: _____ FAX: _____

BUSINESS CHECKING ACCOUNT NUMBER(S): _____

LOAN ACCOUNT NUMBER(S): _____

LOAN AMOUNT (USD) _____ LOAN BALANCE: _____ LOAN OFFICER: _____

BUSINESS TRADE/CREDIT REFERENCES

1. COMPANY NAME: _____ ACCOUNT NUMBER: _____

PHONE: _____ FAX: _____

2. COMPANY NAME: _____ ACCOUNT NUMBER: _____

PHONE: _____ FAX: _____

3. COMPANY NAME: _____ ACCOUNT NUMBER: _____

PHONE: _____ FAX: _____

BUSINESS INSURANCE INFORMATION

INSURANCE AGENT'S COMPANY NAME: _____

CONTACT PERSON: _____ PHONE: _____

CREDIT LINE REQUESTED

\$ _____



REMINDER

1. Copies of manufacture certificates you are currently approved to install
2. Copy of insurance certificate
3. Copy of state license if applicable
4. Sign and initial the next page

IT IS ESSENTIAL TO COMPLETE THE FORM IN FULL TO AVOID DELAY IN PROCESSING OF THIS APPLICATION

Payment Terms: To be agreed on prior to first shipment. Remittance to be made payable to eCoat Solutions. Payment must be net and free of all deductions.

Price Quoted: All prices quoted exclude cost of delivery (unless otherwise stated), VAT and any other costs incurred. Quotes are valid for 30 days from issuing.

Delivery/Lead Times: Delivery and or lead times quoted are approximate and may further subject to your Customs & Excise procedures.

Retention of Title: Ownership & Legal Title of goods supplied remain the property of eCoat LLC until payment is made in full. Accounts not paid in accordance with the terms and conditions of sale shall be subject to interest at the rate of 1-1/2% per month (18% per annum) or the maximum lawful rate whichever is higher. The undersigned customer also agrees to pay any legal fees, court costs or costs of collection associated with this account. The person signing this application certifies that he/she is authorized to sign on behalf of the business named below and has the authority to legally bind the below named company and that all of the information contained in this application is true and correct to the best of their information, knowledge and belief. Applicant, in submitting this application for the purpose of obtaining credit, authorizes Creditor Company to contact the references provided to obtain any information pertaining to the applicant's credit worthiness. By signing this application, the applicant acknowledges and agrees that the applicant will personally guarantee the payment of all sums due to eCoat LLC, based on the account applied for herein. Only upon written release by eCoat LLC, will the applicant be released from this personal guaranty agreement.

_____ (INITIAL)

LEGAL NAME OF BUSINESS: _____

APPLICANT'S NAME: _____ TITLE/POSITION: _____

SSN: _____ DOB: _____ DATE: _____

I certify that the information in the above application is complete and true. Submission of this application gives authorization to check the credit worthiness on applicant with all available credit bureaus, to check credit references, and the right to ask questions pertaining to the authenticity of application. All applications are subject to approval.

APPLICANT'S SIGNATURE: _____