



# Owens Corning Roofing Preferred Contractor Application

Office Use Only  
ID# \_\_\_\_\_

The professionals in our Owens Corning Roofing Preferred Contractor Network (the "Network") meet very strict criteria, and only firms that meet these criteria are eligible to participate in the Network. Our criteria and qualification screening are designed to restrict the Network to the most knowledgeable and capable construction professionals in the industry, those who are able to demonstrate, to the satisfaction of Owens Corning Roofing and Asphalt, LLC ("Owens Corning") and/or its affiliated entities, a full range of skills required to deliver a quality project, an exemplary track record of projects, and sufficient skill and experience to carry out projects in an exceptional manner. The criteria to become an Owens Corning Roofing Preferred Contractor ("Contractor") are:

- Your current business has been in operation under the same name at least 2 years.
- Hold general liability, worker's compensation and automobile liability as stated in the insurance requirement section. **Certificate of insurance is required with this application.**
- Hold licenses & other insurances as required by local, state or federal law.
- No bankruptcy (personal or business) filed during past 7 years.
- Submit two positive credit references with your application from a roofing oriented distributor, dealer, or retail outlet.
- No adverse legal actions or judgments against your company during previous 5 years.
- A business credit rating that is satisfactory to Owens Corning and/or its affiliated entities.
- Adhere to the Network terms and conditions, trademark and insurance requirements, which are incorporated by reference herein, and are set forth immediately following this Application.
- Must purchase \$50,000 in Owens Corning® roofing and/or products annually, as measured through invoice submittal in the Network.

All the above criteria must be maintained on an ongoing basis or you will lose the right to participate in the Network. It is Owens Corning's decision whether or not to designate an applicant as an Owens Corning Roofing Preferred Contractor, and that decision is made at the sole and unfettered judgment of Owens Corning and is not subject to challenge by an applicant or anyone else. By submitting this application, the applicant acknowledges its understanding of the criteria and selection process and waives any and all claims related to Owens Corning's consideration of, or decision on, its Application.

Company Name \_\_\_\_\_

Company Street Address \_\_\_\_\_ Ste./Apt. \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Company Phone (\_\_\_\_) \_\_\_\_\_ Company Email \_\_\_\_\_

Year Company Started \_\_\_\_\_

Company Owner \_\_\_\_\_ If more than one Owner \_\_\_\_\_

Owner Mobile Phone (\_\_\_\_) \_\_\_\_\_ Owner Email \_\_\_\_\_

Web Site URLs \_\_\_\_\_

\_\_\_\_\_% Reroofing/Remodeling

\_\_\_\_\_% New Construction

Owens Corning Roofing Sales Representative \_\_\_\_\_

Licensing Information (if required in your area):

Name _____		License Number _____	
Issuing Jurisdiction _____		Expiration Date _____	
General Liability Insurance. <b>Certificate of insurance is required with this application.</b>			
Contact Person _____	( ) _____ Phone	Policy No. _____	
Workers Comp Insurance: _____		Expiration Date _____	
No. of Employees _____		Insurance Company _____	
Automobile Liability Insurance: _____		Expiration Date _____	
Liability Limit _____		Insurance Company _____	
Contact Person _____	( ) _____ Phone	Policy No. _____	

**NOTE:** Any information provided by the applicant deemed false or misleading will disqualify the applicant and the applicant's company from current and future consideration to participate in the Network.

I \_\_\_\_\_ (*Signature of Owner*) certify that information supplied within is accurate to the best of my knowledge. I authorize Owens Corning or any of its affiliated entities to run a credit report on my business. I authorize my insurance agents to send certificates of coverage to, and my references to share pertinent information with Owens Corning or any of its affiliated entities. I release them from all liability with respect to the information provided. I further release Owens Corning from all liability in the event that any information received as part of the application process, whether from the applicant or other sources, is disclosed to third parties.

IF A CONTRACTOR APPLICANT IS APPROVED BY OWENS CORNING AND ACCEPTED INTO THE NETWORK, AN AGREEMENT SHALL COME INTO EXISTENCE BETWEEN OWENS CORNING AND THE CONTRACTOR, THE TERMS OF WHICH WILL INCLUDE THE TERMS AND CONDITIONS, TRADEMARK REQUIREMENTS AND INSURANCE REQUIREMENTS OF THE OWENS CORNING ROOFING PREFERRED CONTRACTOR NETWORK, WHICH ARE SET FORTH IMMEDIATELY FOLLOWING THE SIGNATURE PAGE OF THIS APPLICATION (THE "AGREEMENT"). YOU ARE REQUIRED TO SIGN THE FIRST PAGE & INITIAL THE 2 FOLLOWING PAGES OF THIS APPLICATION. BY SIGNING AND SUBMITTING THIS APPLICATION, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO THE NETWORK TERMS AND CONDITIONS, TRADEMARK REQUIREMENTS AND INSURANCE REQUIREMENTS. IF YOUR APPLICATION IS ACCEPTED AND APPROVED BY OWENS CORNING, WE WILL SEND YOU WRITTEN CONFIRMATION OF YOUR APPOINTMENT AS AN OWENS CORNING ROOFING PREFERRED CONTRACTOR. YOUR PARTICIPATION IN THE NETWORK WILL AT ALL TIMES BE SUBJECT TO THE NETWORK TERMS AND CONDITIONS, TRADEMARK REQUIREMENTS AND INSURANCE REQUIREMENTS. IN ADDITION, SHOULD YOU NOT BE ACCEPTED IN THE NETWORK, YOU AGREE THAT OWENS CORNING ROOFING MAY ENROLL YOUR COMPANY IN OWENS CORNING ROOFING CONTRACTOR REWARDS ("CONTRACTOR REWARDS"). TO VIEW THE TERMS AND CONDITIONS OF CONTRACTOR REWARDS, VISIT [WWW.OWENSCORNING.COM/REWARDS](http://WWW.OWENSCORNING.COM/REWARDS).

AGREED AND ACCEPTED:

**Business/Credit References** (*Required-Please submit two with your application. Please list and include phone number.*)

By: \_\_\_\_\_  
(Company Owner Signature)

Name: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_  
(Please Print)

Owens Corning Approval:

ASM Name: \_\_\_\_\_  
(Please Print)

By: \_\_\_\_\_  
(Signature)

**Fax completed form to:  
1-866-213-3037 or email  
ProDesk@owenscorning.com**

Please answer the following questions to help us better support your business. Responses to the following questions will not affect the status of your application.

More than half of my business' roofing jobs are on:

- Commercial Properties (Low slope or Nonresidential steep slope)
- Residential Re-Roofs
- Residential New Construction Properties
- Storm Damaged Residential Properties

My business... (Check all that apply)

- Provides exterior services other than roofing, such as siding installation or window replacement
- Has a retail store front
- Provides in home services such as bathroom or kitchen renovations
- Has an interior designer on staff

# OWENS CORNING ROOFING PREFERRED CONTRACTOR TERMS AND CONDITIONS

**Background Statement:** To promote the benefits of Owens Corning® Roofing Products ("Products"), Owens Corning Roofing and Asphalt, LLC ("Owens Corning") has developed a program known as the "Owens Corning Roofing Preferred Contractor Network" (referred to herein as the "Network"). Contractor desires to participate in the Network, and Owens Corning is willing to allow Contractor to so participate subject to the terms and conditions set forth below, as well as the trademark and insurance requirements that follow. For good and valuable consideration, the parties agree as follows:

1. **Contractor Qualification:** Entry into the Network is by invitation only. To determine Contractor's qualification to participate in the Network, Owens Corning will evaluate Contractor using the screening criteria as established by Owens Corning in its sole discretion. Contractor acknowledges and agrees that Owens Corning will re-evaluate Contractor on a periodic basis to determine that Contractor continues to qualify for participation in the Network. To facilitate such re-evaluation, Contractor agrees to submit such information as requested by Owens Corning, within five business days of request, as long as Contractor participates in the Network. Refusal or failure of Contractor to timely provide updated information as and when requested by Owens Corning may be grounds for termination from the Network.
2. **Contractor's Obligations:** As long as Contractor is a participant in the Network, Contractor shall, at its sole expense:
  - A. Obtain and maintain in full force and effect, during the entire term of this Agreement, insurance protecting Contractor against all loss, liability or expense whatsoever for personal injury, death or property damage, trademark violation, or any other claim arising out of or occurring in connection with Contractor's business, in amounts compliant with the Insurance Requirements of this Agreement, which minimum amounts and types of coverage may be revised and communicated to Contractor by Owens Corning from time to time. The current Insurance Requirements follow these Terms and Conditions and the Trademark Requirements and are incorporated by reference herein.
  - B. Demonstrate a clear commitment to lead with Products. In addition, Contractor represents Products accurately in conjunction with Owens Corning's representation of these Products in literature, samples, and [www.owenscorning.com](http://www.owenscorning.com).
  - C. Comply with all federal, state and local regulations and permitting requirements governing the operation of Contractor's business and install Products in accordance with the installation instructions, all applicable building codes, and in a professional and workmanlike manner consistent with the highest industry standards.
  - D. Use all reasonable efforts to promote, advertise, market and sell Products which Owens Corning has authorized Contractor to install under the Network.
  - E. Maintain an adequate and competent force of skilled Product installers.
  - F. Maintain a good standing with the Better Business Bureau.
  - G. Respond to Owens Corning customer leads within forty-eight (48) hours or such leads may be forwarded to another contractor. Failure to respond to consumer leads may result in forfeiture of the privilege to receive leads.
  - I. Abide by such reasonable policies and procedures as may be implemented by Owens Corning from time-to-time that relate to the Network.
  - J. Conduct business in an ethical manner. Sell Products without misrepresentation or making any false or misleading statements.
  - K. Continuously maintain a permanent place of business (e.g. no P. O. boxes) and telephone number, and keep Owens Corning apprised of any changes to such address and telephone number. Failure to keep updated records may be grounds for removal from the Network.
  - L. Contractor, as well as any of its employees or agents, shall not engage in any conduct which has or may reasonably be expected to have an adverse impact on or impair the goodwill associated with the Network, marks, Owens Corning, or any of its affiliates.
3. **Owens Corning's Obligations:** For any Contractor participating in the Network, Owens Corning shall provide the services and benefits offered by Owens Corning from time-to-time under the Network, which may be changed from time-to-time by Owens Corning at its sole discretion.

Owens Corning does not guarantee that any Contractor participating in the Network will receive a certain amount of business or sales as a result of such participation. This Agreement does not create an exclusive arrangement or relationship between Owens Corning and any participating Contractor.
4. **Term/Termination:** The initial term of this Agreement shall be One (1) year ("Initial Term"). Following the Initial Term, this Agreement shall automatically renew for successive one-year renewal terms (collectively, the "Term"). Provided however, either party may, at any time, for any reason, terminate this Agreement immediately upon providing written notice of termination to the other party. Should Contractor's participation in the Network terminate for any reason, Contractor understands and agrees that it shall no longer be authorized, and shall immediately cease, to represent itself as an Owens Corning Roofing Preferred Contractor. Contractor further waives and releases Owens Corning from any and all damages that Contractor may claim in the event that Contractor's participation in the Network terminates or is terminated by any party, for any reason.
5. **Indemnity:** Contractor shall indemnify, defend and hold Owens Corning, its affiliated entities, and each of their officers, directors, employees, contractors and agents harmless from and against any claims, liabilities, costs, expenses and damages based upon any allegation that:
  - A. Contractor is an agent or employee of Owens Corning or any of its affiliates;

- B. Contractor or its employees, agents or sub-contractors were negligent in performing work for their customers;
  - C. Contractor or its employees, agents or sub-contractors breached a contract with its customers;
  - D. The acts or omissions of Contractor or its employees, agents or sub-contractors caused damage to the property of others or resulted in personal injury (including death at any time therefrom);
  - E. Contractor failed to comply with the terms of this Agreement or with applicable building codes, regulations or rules;
  - F. Contractor performed any illegal act(s); or
  - G. Contractor made any misrepresentation about the Network or any Products to any of its customers;
  - H. Any installation workmanship claim during the first two years after installation;
- The obligations of this paragraph shall survive termination of this Agreement.
6. **Trademarks:** No license is granted or implied by this Agreement under, or for the use of, any trademarks or trade names owned or controlled by Owens Corning or any of its affiliated entities or in which Owens Corning or any of its affiliated entities has any rights, except as otherwise expressly provided by Owens Corning in connection with the Network. If Owens Corning does permit Contractor use of any marks related to the Network and Contractor decides to utilize such Network marks, in doing so, Contractor hereby explicitly agrees to any terms and conditions provided by Owens Corning related to their use. The current Trademark Requirements follow these Terms and Conditions and are incorporated by reference herein.
  7. **Relationship of Parties:** Contractor is an independent contractor, and this Agreement does not create, in any manner or for any purpose whatsoever, a principal-agent or fiduciary relationship. Contractor shall neither have the authority to create or assume any obligation on behalf of Owens Corning or any of its affiliated entities nor shall Contractor have authority to modify any warranty which may be offered by Owens Corning.
  8. **Disclosure of Certain Information to Third Parties:** Contractor acknowledges and agrees that Owens Corning or any of its affiliated entities shall have the right during the Term of this Agreement to permit certain third parties with whom Owens Corning or any of its affiliated entities has a contractual or other business relationship to contact Contractor in order to promote their goods or services. Notwithstanding the foregoing, Contractor understands that Owens Corning does not endorse, represent, or warrant the accuracy of the content of any such forms of communications with Contractor. In the event that Contractor does not wish to permit any such third parties to contact Contractor, Contractor shall deliver written notice to Owens Corning addressed to the attention of Contractor Services Leader. Contractor releases and waives any and all claims against Owens Corning and each of its affiliated entities arising from any communications from third parties.
  9. **Non-Assignment; Successors:** This Agreement shall be binding upon and shall inure to the benefit of each of the parties and its respective successors and permitted assigns. Contractor may not assign its rights or delegate its obligations hereunder.
  10. **Severability:** If any provision of this Agreement is deemed invalid and unenforceable by any court of competent jurisdiction or under any statute, regulation, ordinance, executive agreement or other rule of law, such provision shall be deleted or modified, but only to the extent necessary to comply with such ruling, statute, regulation, ordinance, agreement or rule, and the remaining provisions of this Agreement shall remain in full force and effect.
  11. **Choice of Law:** This Agreement shall be construed according to the laws of the State of Ohio without regard to its conflict of laws, provisions or any other provision of Ohio law that would require or permit the application of the substantive law of any other jurisdiction to govern this Agreement.
  12. **Arbitration:** Any dispute or controversy between the parties arising out of or relating to this Agreement, including without limitation, a dispute or controversy relating to the construction of any provision or the validity or enforceability of any term or condition (including this paragraph) or of the entire Agreement, or any claim that all or any part of this Agreement (including this provision) is void or voidable, shall be submitted to arbitration before a single arbitrator in accordance with the Commercial Rules of Arbitration of the American Arbitration Association then in effect and at a location in Toledo, Ohio. Each party shall bear his or its own costs in any such proceeding. The decision of the arbitrator shall be final and binding upon the parties and may be enforced in any court of competent jurisdiction. To the fullest extent permitted by law, the parties irrevocably submit to the jurisdiction of such forum and waive any objection he or it may have to either the jurisdiction or venue of such forum.
  13. **Miscellaneous:** This Agreement together with any Network documents provided to Contractor by Owens Corning sets forth the entire understanding of the parties hereto and constitutes the entire agreement between the parties with respect to the matters contained herein and supersedes all prior oral or written representations, proposals, correspondence, discussions, negotiations and agreements. No change, modification, waiver, agreement or understanding, oral or written, in any way purporting to waive or modify the terms hereof shall be binding Owens Corning unless contained in a written document expressly described as an amendment to, waiver of or extension of this Agreement and unless such document is executed by an authorized representative of Owens Corning. A waiver by either party of any breach or failure to enforce any term or condition of this Agreement shall not in any way affect, limit or waive such party's right at any time to enforce strict compliance with that or any other term or condition of this Agreement.

\_\_\_\_\_ (Initial)

## OWENS CORNING ROOFING PREFERRED CONTRACTOR TRADEMARK REQUIREMENTS

1. Subject to the terms and conditions set forth herein, Owens Corning Roofing and Asphalt, LLC ("Owens Corning") through a license agreement between Owens Corning Intellectual Capital, LLC ("OCIC") and Owens Corning, gives Contractor a revocable, nonexclusive, nontransferable, nonsublicenseable permission to use certain trademarks and logos as may be identified from time to time by Owens Corning (collectively, the "OC Marks") and a revocable, nonexclusive, nontransferable, nonsublicenseable permission to use the PINK PANTHER™ character, sublicensed to Owens Corning through a license agreement between OCIC and MGM Consumer Products, a division of Metro-Goldwyn-Mayer Home Entertainment, Inc., as agent for the United Artists Corporation ("MGM"), solely in connection with the promotion of Owens Corning® Roofing Products in the Network in accordance with the terms and conditions of this Agreement, including specifically these Trademark Requirements. The permission herein extends only to Owens Corning® Roofing Products in the Network, and the Contractor shall not use or attempt to use or register any OC Marks or the Pink Panther™ or any confusingly similar trademark on any other products, goods or services or in any other manner whatsoever.
2. The OC Marks and the PINK PANTHER™ can be used only in their approved format and cannot be altered in any way. Contractor shall display the OC Marks and the PINK PANTHER™ in the form and manner directed by Owens Corning and shall, where appropriate and where directed by Owens Corning, use the proper trademark or service mark notice, whether "TM," "SM" or "®," as Owens Corning may advise from time to time. Any use of the OC Marks by Contractor is subject to the prior review and written approval by Owens Corning and must be in accordance with the standards and specifications for such use prescribed by Owens Corning from time to time.
3. Contractor agrees not to use the OC Marks or the PINK PANTHER™ apart from the terms of this agreement and not to use any colorable imitation of the OC Marks or the PINK PANTHER™.
4. Contractor acknowledges that Owens Corning is the owner or licensee of the OC Marks and that all uses and goodwill thereof by Contractor shall inure to the benefit of Owens Corning. Contractor agrees that any additional intellectual property rights which are created through its use or exploitation of OC Marks shall also be the property of Owens Corning, or its affiliated entities, and Contractor agrees to assign all right, title and interest in any such rights created to Owens Corning, or its affiliated entities, at Owens Corning's request, without additional consideration.
5. Contractor acknowledges that MGM is the owner of the PINK PANTHER™ and that all uses and goodwill thereof by Contractor shall inure to the benefit of MGM. Contractor agrees that any additional intellectual property rights which are created through its use or exploitation of the PINK PANTHER™ shall also be the property of MGM, and Contractor agrees to assign all right, title and interest in any such rights created to MGM at MGM's request, without additional consideration. The sublicense for the use of the PINK PANTHER™ character is subject to MGM's pre-approval for use and its senior priority security interest in the PINK PANTHER™ character. Contractor agrees to and acknowledges MGM's senior priority security interest in the PINK PANTHER™ character and shall not claim any rights therein. Any approval of the use of the PINK PANTHER™ character shall be only good for twelve (12) months. The PINK PANTHER™ character must always be used in conjunction with the OC's trade name and/or logo, and solely in connection with Owens Corning® Roofing Products in the Network.
6. Contractor agrees to protect the OC Marks and PINK PANTHER™ from all forms of dilution, tarnishment and disparagement attributable to any acts or omissions of Contractor. Contractor further agrees to refrain from any use or depiction of the OC Marks and PINK PANTHER™ that could cause them to be seen in a negative light, or associated with anything unsavory, immoral or distasteful, or which could in any way harm the goodwill associated with OC Marks.
7. Contractor agrees to defend, indemnify and hold harmless Owens Corning from and against any and all claims arising from or related to Contractor's use of the OC Marks and the PINK PANTHER™.
8. Contractor agrees to assist Owens Corning in the event of any dispute on the validity or enforceability of the OC Marks.
9. Contractor agrees not to challenge the title, validity or enforceability of the OC's Marks and/or PINK PANTHER™.
10. Contractor acknowledges that all of its rights to use the OC Marks and PINK PANTHER™ character are derived from this Agreement (including specifically these Trademark Requirements), and Owens Corning shall have the right at any time to withdraw the permission to use the OC Marks and PINK PANTHER™ character. Upon termination of the Network, or Contractor's termination from the Network, Contractor shall immediately cease and desist from use of the OC Marks and PINK PANTHER™ character in any manner and immediately either destroy or return to Owens Corning any and all items containing the OC marks and/or the OC marks used in conjunction with Contractor's name, marks or business.
11. Owens Corning will supply Contractor with the PINK PANTHER™ character images, and Contractor may use only those images provided to it by Owens Corning. Contractor agrees not use PINK PANTHER™ character graphics without the prior approval of MGM and Owens Corning.
12. Contractor agrees to use the following notice in conjunction with the PINK PANTHER™ character and/or trademark:  
  
THE PINK PANTHER™ & © 1964 – 2017(or current year) Metro-Goldwyn-Mayer Studios Inc. All Rights Reserved.
13. Contractor must submit all proposed uses of the PINK PANTHER™ character to Owens Corning, and Owens Corning will submit the proposed use to MGM for approval. Contractor may not use the PINK PANTHER™ character without receiving the approval of MGM. Any approval of the use of the PINK PANTHER™ character shall be good for twelve (12) months from the date of such approval only. The PINK PANTHER™ character must always be used in conjunction with the Network's logo, the Owens Corning trade name or logo and solely to promote Owens Corning® Roofing Products and the Network.

## OWENS CORNING ROOFING PREFERRED CONTRACTOR INSURANCE REQUIREMENTS

Contractor must maintain, and shall ensure that any and all of its contractors maintain, insurance coverage, through an insurance carrier rated A-VIII or better by A.M. Best, during the Term of the Agreement that meets any governmentally required minimums, as well as the following minimum requirements set by Owens Corning, and such insurance shall name Owens Corning and its affiliated entities as additional insured:

- (a) **General Liability:** Coverage must include Premises-Operations, Products/Completed Operations, includes a separate designated construction project General Aggregate limit that applies to each construction project and that limit is equal to the amount of General Aggregate limit below and will be at least as broad as 1986 ISO Standard Policy forms.

<b>General Aggregate</b>	<b>\$1,000,000</b>
<b>Products/Completed Operations Aggregate</b>	<b>\$1,000,000</b>
<b>Personal/Advertising Injury</b>	<b>\$1,000,000</b>
<b>Each Occurrence</b>	<b>\$1,000,000</b>
<b>Fire Damage (any one person)</b>	<b>\$50,000</b>
<b>Medical Expense (any one person)</b>	<b>\$5,000</b>

- (b) **Business Automobile Liability:** Coverage must include all owned, non-owned and hired vehicles at benefit levels at or above those required by statute or otherwise in the jurisdiction.

- (c) **Workers' Compensation:** Contractor must provide Workers' Compensation insurance for its employees as required in the jurisdiction where the employees perform their work, and at benefit levels at or above those required by statute or otherwise in the jurisdiction.

**Fax Completed Form to: 1-866-213-3037**

\_\_\_\_\_ (Initial)



## Contractor Network Application Checklist

**The following documentation is required prior to submitting your application. Please ensure all items are present or noted within the application. Once the application is complete and all items are accounted for, please submit all necessary documents to [ProDesk@owenscorning.com](mailto:ProDesk@owenscorning.com).**

- Year business was established
- Business Phone Number
- Street Address (PO Box is not acceptable)
- Applicant's Email Address
- AGREED and ACCEPTED portion of the application must be filled out completely accompanied by the Owner's Signature
- Page 3 and Page 4 need initials
- Two credit references must be included and please list company name and phone number
- Certificate of Liability Insurance needs to be included (If required by your state, also include proof of automobile insurance as well as worker's compensation insurance)
- ASM name/signature at the bottom of the first page