



CONTRACTOR AGREEMENT

This Contractor Agreement is made and entered into this _____ day of _____, between _____, a roof contractor operating a business of promoting, selling, installing and servicing roofs on commercial, industrial and institutional buildings and hereinafter designated as the “Contractor” and BondCote Corporation, a Virginia Corporation with its principal place of business at 509 Burgis Avenue, Pulaski, Virginia 24301, hereinafter designated as “BCC”.

RECITALS

- 1. BCC, manufacturer and vendor of BondCote roofing materials, desires to ensure that the highest standards are maintained in the marketing and installation of the BondCote Roofing Systems so as to protect the goodwill and reputation of the trade name BondCote.
 - 2. The Contractor desires to promote, sell, buy, install and service BondCote Roofing Systems, and to maintain the standards of installation and service required by BCC.
- NOW THEREFORE, in order to accomplish those objectives, BCC and the Contractor hereby agree as follows:

AGREEMENTS

- 1. BCC grants to the Contractor, subject to the terms and conditions herein contained the right to install BondCote Roofing Systems.
- 2. BCC shall sell BondCote roofing materials and products to the contractor at prices and terms established by BCC. BCC reserves the right to change prices and terms without notice. Prices charged shall be those in effect at the time of shipment. All orders placed by the Contractor are subject to credit approval by BCC.
- 3. The Contractor shall participate in training and instructional programs which may from time to time by required by BCC.
- 4. BondCote roofing materials and products may be sold with or without BCC express limited warranty. The Contractor shall comply with all requirements established by BCC to qualify each installation for the warranty, whether or not a warranty is requested. A copy of such requirements has been provided to the Contractor. The Contractor agrees to indemnify and hold BCC harmless from any loss or expense resulting from the defective, improper or negligent installation or maintenance of the roof by the contractor or its agents for a period of two (2) years from the date of the warranty. BCC reserves the right to extend this indemnification period from time to time in specific per job situations. During such time, Contractor shall make all repairs at its own expense due to defective installation. Contractor shall also notify BCC of any defective materials provided by BCC and obtain written authority to make the necessary repairs. BCC shall pay for the costs of repair of defective materials supplied by it in accordance with the provisions of its warranty.
- 5. The Contractor shall comply with all government licensing requirements and other regulations which may pertain to any activity undertaken by the Contractor in connection with this Contractor Agreement.
- 6. Any written use of the name or trade name BondCote must be approved in writing by BCC prior to such use.
- 7. The Contractor shall have no authority to make any representations or warranties on behalf of BCC or otherwise attempt to bind BCC contractually or otherwise.
- 8. The Contractor shall use the highest standards of workmanship in the installation of BondCote roofing materials and products and shall do no act which shall detract from the good will and good reputation of BCC or of the names, “BondCote Roofing Systems”, “BondCote” or “BondCote Corporation”.
- 9. This Contractor Agreement shall become effective upon the satisfactory completion by the Contractor of BCC’s initial training requirements, and shall continue for an initial period of ninety (90) days thereafter, during which time may be terminated in writing by either party, said termination having immediate effect. Thereafter, this Contractor Agreement shall continue in effect for a period of one year, and shall be automatically renewed for successive one-year terms, unless terminated as hereinafter provided.
- 10. This Contractor Agreement may be terminated by either party upon receipt of written notice of the intention to terminate. Any obligation incurred prior to termination shall be met in accordance with the terms of this Contractor Agreement.
- 11. This Contractor Agreement shall immediately terminate if the contractor ceases to do business, becomes insolvent, makes an assignment for the benefit of creditors or becomes the debtor in any voluntary or involuntary petition in bankruptcy, or fails to comply with any terms of this Agreement.
- 12. All notices required to be given in writing shall be given by mailing them by registered or certified mail to BCC at PO Box 729 Pulaski, VA, 24301, Attn: Controller, and to the Contractor at _____
- 13. This Contractor Agreement shall not be assignable by the Contractor.
- 14. This Contractor Agreement shall be deemed to be made under and shall be governed under the laws of the Commonwealth of Virginia.
- 15. Any dispute or controversy arising out of this Contractor Agreement shall be submitted to arbitration in the City of Richmond, Virginia, pursuant to the rules of the American Arbitration Association. The arbitrator sitting in such controversy shall have no power to alter or modify any provisions of this Contractor Agreement. The parties consent to the jurisdiction of the Circuit Court of Chesterfield County, the Supreme Court of Virginia, the Virginia Court of Appeals, and the United States District Court for the Eastern District of Virginia, Richmond Divisions, for all purposes in connection with such arbitration.
- 16. THIS CONTRACTOR AGREEMENT ACCURATELY REPRESENTS THE UNDERSTANDING OF THE PARTIES AND MAY NOT BE MODIFIED OR AMENDED EXCEPT BY WRITTEN DOCUMENT SIGNED BY BOTH PARTIES. WAIVER BY EITHER PARTY OF ANY PROVISIONS OF THIS CONTRACTOR AGREEMENT SHALL NOT CONSTITUTE A SUBSEQUENT OR CONTINUING WAIVER OF THE SAME PROVISION OR WAIVER OF ANY OTHER PROVISION. THIS CONTRACTOR AGREEMENT SUPERSEDES ANY PREVIOUS UNDERSTANDING OR AGREEMENTS, BOTH ORAL AND WRITTEN, BETWEEN THE PARTIES.

CONTRACTOR

BONDCOTE CORPORATION

By (officer): _____

By: _____

Title: _____
