



Dear Applicant:

Thank you for applying to become an *"Eligible Contractor"* for MBTechnology. Please complete the followings forms and return them at your earliest convenience.

- Original completely filled out MBT form #101. **(Fax copy not binding)**
- Original signed MBT form #102. **(Fax copy not binding)**
- Original Insurance Certificate with 1,000,000 liability coverage and MBTechnology listed as **additional insured** (dated prior to start of job).
- Copy of Contractors License **(C39)**
- Copies of approval from other SBS modified manufactures (a minimum of two letters)

Please complete as soon as possible. If you have any questions do not hesitate to contact me (800) 621-9281 extension 10.

Sincerely yours,

Kathy Diehl
MBTechnology
Administrative Assistant
Sales Department



ELIGIBLE CONTRACTOR APPLICATION

(Form MBT-101)

NOTE: This form must be filled out in its entirety and submitted with the required submittal data listed on back before any consideration is given to become an Eligible Contractor.

On this ____ day of _____, 20____, I hereby make application to become a MBTechnology Eligible Contractor. I hereby agree to be bound by the conditions set forth in the Eligible Contractor Agreement (Form MBT-102).

COMPANY: _____ OWNER: _____
ADDRESS: _____ PHONE: _____
CITY: _____ STATE: _____ ZIP: _____

__ Years in Commercial Roofing __ Years Total Roofing Experience __ Years Under Present Firm Name
__ Journeymen Employees Name of Current Foreman: _____

Briefly outline your personal roofing experience and the systems with which you and your personnel are familiar (BUR, EPDM, PVC, PID, Modified Bitumen, etc.). Indicate other manufacturers for whom you are qualified to do factory warranty work:

Manufacturer: _____ System: _____
Manufacturer: _____ System: _____
Manufacturer: _____ System: _____
Manufacturer: _____ System: _____
Manufacturer: _____ System: _____

Provide information on any current litigation involving your company, or that which as been settled out of court, or that which involved a court judgment relative to workmanship or application of roofing systems:

If your firm has ever failed to complete a construction contract please provide information:

REFERENCES:

Table with 3 columns: Name Suppliers, City/State, Phone (Contact Person). Rows 1, 2, 3.



Architect/Consultant/Etc.	City/State	Phone (Contact Person)
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

Banker

1. _____	_____	_____
Account#: _____	Checking/Loan: _____	_____
2. _____	_____	_____
Account#: _____	Checking/Loan: _____	_____

Major Jobs/System	City/State	Phone (Contact Person)
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____

CONTRACTORS SUBMITTALS (Necessary to complete processing)

1. Copy of Liability Insurance Certificate
2. Copy of Contractors License
3. Signed for MBT-102

THIS SIGNATURE AUTHORIZES RELEASE OF INFORMATION NECESSARY TO COMPLETE REFERENCE/CREDIT VERIFICATIONS.

Owners Signature: _____	Title: _____
Insurance Carrier: _____	Insurance Limit: _____
State License: _____	

MBTechnology FIELD INFORMATION

Training Date: _____

Confirmation of Proper Equipment: _____

Comments: _____

Signature: _____ Title: _____ Date: _____



MBTechnology Eligible Roofer Agreement (Form MBT-102)

We agree that, after the signing of this agreement and successfully completing all qualification requirements, you will be deemed an MBTechnology (MBT) Eligible Roofer during the term of this agreement. Eligible Roofer designation is based upon satisfactory qualification in the application of MBT's roofing materials. As an Eligible Roofer, you will be entitled to apply to MBT for the issuance of MBT's standard material and/or material and workmanship guarantees. MBT reserves the right to refuse to issue any such guarantee when its written specifications and recommendations are not followed or if you don't comply with your obligation under this agreement.

In recognition of the value to you of being an MBT Eligible Roofer, you agree to fulfill certain obligations and responsibilities as follows:

1. You agree to advise us of your need for MBT guarantee at least two weeks prior to your commencement of work on the subject project and to provide us with the documentation and pay the appropriate charges in the manner and as detailed in Forms MBT-103 and MBT-107, copies of which are attached hereto, and any revisions thereto which may be provided to you in the future.
2. You agree that on any roof for which you will seek an MBT guarantee, you will perform your work in a skilled and workmanlike manner and will apply the MBT's products in strict conformity to the procedures, specifications and recommendations detailed in the MBT's roofing specification book current at the time of application, which procedures, specifications and recommendations are incorporated herein by this reference. Any deviation from MBT' written procedures, specifications and recommendations shall require prior written approval from MBT's Technical Department.
3. Upon request, and at MBT's sole discretion, you will permit and assist MBT representatives to inspect the roof application and take samples during or shortly after application. You agree to promptly correct at your sole cost and expense any instances or methods of improper installation, including failure to apply the MBT's products in strict conformity with the MBT's specifications as requested by the MBT Technical Department representative upon any such inspection. However, any inspection by MBT as described in this paragraph shall be at MBT's sole discretion, and MBT shall not be obligated to perform any such inspection.
4. You agree to perform at your sole cost and expense any repairs discovered within two years of completion of your work on any roof for which MBT issues a guarantee pursuant to this agreement. Such repairs include, but are not limited to, slippage or buckling of the flashings, and any blistering on non-adherence of membrane or roofing materials to each other or to any roofing surface. Issuance of a warranty by MBT does not constitute waiver of any liability to comply with MBT's procedures, specifications and recommendations, even if such defects are discoverable upon reasonable inspection at or before the time of issuance of the warranty. Further, as to any defects discovered or reported later than two years following completion of your work, you agree to be responsible for any such repairs as may be necessary resulting from your improper installation (including installation which is not strict conformity with MBT's specifications) as to which complaints are made or inspections reveal to be necessary.
5. You must secure and maintain at your own expense insurance policies with general liability coverage of not less than \$1,000,000 per person and \$1,000,000 combined single limit per accident for bodily injury, and property damage coverage of \$1,000,000 naming you and MBT as a named or additional insured against any loss, liability or expense whatsoever, including without limitation, workers' compensation, personal injury, fire, theft, death or property damage, arising or occurring out of or in connection with your work. You shall furnish MBT with certificates evidencing such insurance, and such certificates shall provide for at least 30 days prior written notice by the carrier to MBT of any cancellation or material changes in any policy.



6. You understand and agree that neither any inspection by MBT of a roof application nor issuance by MBT of a guarantee for that roof relieves you in any way of your obligations and responsibilities to perform your work in a skilled and workmanlike manner, and to apply MBT's products in strict conformity to the procedures, specifications and recommendations detailed in MBT's specifications.
7. You agree to indemnify MBT against, and hold it harmless from, any liability, loss, damaged, costs claims, awards, judgments, fines and expenses, including reasonable attorney's fees, costs and disbursements, in connection with, or arising out of, the performance or nonperformance of any obligation by you or any of your contractors, employees, or agents in connection with any project on which you apply MBT materials, or any obligation under this agreement.
8. The parties hereto agree that they are independent contractors, and that they are neither agents nor legal representatives of each other for any purpose whatsoever. The parties further agree that they have no right or authority, express or implied, to assume or create any obligation or responsibility for or on behalf of the other or to bind the other in any manner.
9. This agreement may be cancelled by either party, for any reason, effective 30 days after the canceling party's written notice. Cancellation, however, does not relieve either you or MBT of any obligation under this agreement for any work performed or any guarantee issued prior to the effective date of cancellation.
10. The parties agree that this agreement and any claims or controversies arising out of or relating to it shall be governed by California law. The parties agree that this agreement was made, and is to be performed, in Fresno County, California, and that any controversy or claim arising out of or relating to this agreement may be brought only in the federal or state courts in Fresno County, California, have jurisdiction over them to adjudicate and resolve any controversy or claim arising out of or relating to this agreement.

Please have this original and the enclosed copy signed by a principal of your company where indicated to acknowledge your agreement to the foregoing terms and conditions. Return both copies to MBTechnology, 188 South Teilman Avenue, Fresno, California 93706. Upon receipt of these copies, and completion of all the qualification requirements, we will sign and return your copy. This agreement is not effective until an authorized representative of MBT has executed the "Accepted and Agreed" line below.

ACCEPTED AND AGREED:

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(Roofing Contracting Firm Name)
Corporation

MBTechnology

By: _____

By: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____