



FIRESTONE BUILDING ENVELOPE SYSTEMS APPLICATOR AGREEMENT

License # 334191

This Building Envelope Systems Applicator Agreement ("Agreement") is made as of October 21, 2019 ("Effective Date") by and between Firestone Building Products Company, LLC, an Indiana limited liability company ("Firestone"), and Kelly's Team RI dba Pinnacle Roofing, a C-Corporation ("Applicator").

1. GRANT OF LICENSE

(a) Firestone grants to Applicator the non-exclusive right to purchase and install the following Building Envelope System(s):

FULL LICENSE

FIRESTONE

- EPDM TPO APP/SBS/BU METAL ROOF

GENFLEX

- EPDM TPO

GACO

- ROOF COATINGS ROOF FOAM WATERPROOFING – DECKS
- WATERPROOFING – TANKS & BELOW GRADE

LIMITED LICENSE

FIRESTONE

- SKYSCAPE™ SKYPAVER™ SKYLIGHTS

(individually and collectively the "Building Envelope System(s)"). For purposes of this Agreement, the term "Full License" above shall mean that an Applicator who is approved for a Full License for Firestone EPDM, and/or TPO, and/or APP/SBS/BUR, and/or Metal Roof applications shall also be an approved applicator for SkyScape, SkyPaver, Skylights and Cavity Wall. However, an Applicator granted a "Limited License" for SkyScape, and/or SkyPaver, and/or Skylights shall not necessarily be an approved applicator for Firestone EPDM, TPO, APP/SBS/BUR or Metal Roof applications unless otherwise noted above. Firestone may modify the Building Envelope System(s) under Applicator's License at any time upon written notice to Applicator.

(b) Firestone reserves the right to sell, distribute and install Building Envelope Systems directly or through others, at Firestone's sole discretion.

2. GENERAL DUTIES OF APPLICATOR

Applicator shall:

- (a) Use its best efforts to sell and promote the use of Firestone's Building Envelope Systems.
- (b) At Firestone's request, provide adequate assurances of Applicator's financial responsibility.
- (c) Attend sufficient Firestone training meetings to assure quality and conformity of installed Building Envelope Systems, and pay for travel, lodging and living expenses while attending such meetings. Applicator agrees not to begin any installation of Building Envelope Systems until Applicator has attended at least one training meeting and/or is reasonably satisfied that Applicator has received details, installation instructions, procedures and updates sufficient to complete installation in accordance with written Building Envelope Systems specifications in place when project is initiated.
- (d) Follow all written Building Envelope Systems specifications, details, installation instructions and procedures in place when project is initiated.

200 4th Avenue South • Nashville, TN 37201 • 800-428-4442
Building Envelope Applicator Agreement – 9/23/2019



REPAIR CONTRACTOR DATABASE AGREEMENT

License # 334195

This Repair Contractor Database Agreement (this "**Agreement**") is entered into on October 21, 2019 (the "**Effective Date**") by and between Firestone Building Products Company, LLC, an Indiana limited liability company ("**FIRESTONE**"), and Kelly's Team RI dba Pinnacle Roofing ("**CONTRACTOR**"). FIRESTONE and CONTRACTOR may be referred to herein individually as a "**Party**" and collectively as the "**Parties.**"

WITNESSETH:

WHEREAS, FIRESTONE is in the business of manufacturing, distributing and selling building products, systems and warranties (the "**Building Products**"), and CONTRACTOR is in the business of installing and repairing building products and systems;

WHEREAS, the Parties are interested in establishing a relationship for the possible repair of Building Products warranted by FIRESTONE;

NOW, THEREFORE, FIRESTONE and CONTRACTOR hereby agree as follows:

1. **TERM; TERMINATION**

This Agreement shall become effective on the Effective Date and shall, unless otherwise terminated in accordance with the provisions hereof, continue in effect for an indefinite term (the "**Term**"). FIRESTONE in its sole discretion may terminate this Agreement immediately upon written notice to CONTRACTOR.

2. **DATABASE; PURCHASE ORDERS**

- (a) **Database.** During the Term, CONTRACTOR will be eligible for selection by FIRESTONE to perform repair work on the Building Products. In furtherance of the foregoing, FIRESTONE may list CONTRACTOR in its "Repair Contractor" database(s) (the "**Database(s)**") available to the public on FIRESTONE's website(s); provided, that FIRESTONE shall not have any liability to CONTRACTOR arising out of the use or performance of its website(s), including any delay or inability to use the website(s). For the avoidance of doubt, this Agreement does not cover any repair work required to be performed pursuant to any Building Envelope Systems Applicator Agreement with FIRESTONE or any of its affiliates. Upon termination of this Agreement, FIRESTONE shall remove all references to CONTRACTOR from the Database(s).
- (b) **Purchase Orders.** At any time and from time to time during the Term, FIRESTONE may (but is not required to) issue a work order or purchase order (each, a "**Purchase Order**") to CONTRACTOR for repair work and any other services to be performed by CONTRACTOR (the "**Services**") on buildings where the Building Products have been installed.

3. **CONTRACTOR DUTIES**

- (a) **Purchase Orders.** If CONTRACTOR accepts a Purchase Order issued by FIRESTONE, CONTRACTOR shall timely and fully perform the Services described therein, and adhere to any and all terms and conditions as may be set forth in the applicable Purchase Order. Within forty-eight (48) hours of receiving a Purchase Order, CONTRACTOR shall have appropriate personnel on site ready to investigate and repair any leak sources and perform any other Services as may be set forth in the applicable Purchase Order.
- (b) **Work Standards.** CONTRACTOR shall perform the Services in accordance with applicable industry standards. CONTRACTOR warrants that all Services shall be performed in a safe, good and workmanlike manner and that the Services, including all materials and equipment used by CONTRACTOR to perform the Services, shall conform to all requirements and specifications identified in this Agreement and in the applicable Purchase Order and shall be free from defects of any kind in materials and workmanship. All Services not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.
- (c) **Equipment, Supplies and Expenses.** CONTRACTOR shall provide all equipment and supplies to properly perform the Services, and shall pay for all fuel, uniforms, transportation, material, labor, insurance premiums of any kind or