



**INTELLIGENT**  
ROOFING SOLUTIONS

## **E-CONTRACTOR APPROVAL AND AGREEMENT PROCESS**

Dear Sir/Madam:

On behalf of your local FiberTite® Sales Representative, we want to thank you for your interest in the FiberTite® Roofing Systems.

This program will lead you step-by-step through the process. You will find a Contractor Application for Limited FiberTite® Approval, a Contractor Approval and Agreement, and a link to our online Credit Application process\*. The entire packet must be **submitted and approved, by each of the appropriate parties**, prior to any and all purchases of the Seaman Corporation FiberTite® membrane. This form can be filled out online and printed, or you can print the blank packet and fill it out by hand. The printed forms must be signed (by hand) and delivered to your local sales representative for the process to continue.

To expedite this process we have provided an outline of the paper flow for your use.

1. Upon completion of this packet, the total package must be sent to your local sales representative for his/her signature. **Do not send this to the Wooster Ohio office at this time!** If it is sent to the Wooster office, it will delay the process.
2. The local sales representative is to verify that the packet has been completed and signed on the appropriate line. The sales representative then forwards the complete packet, with his/her signature, to the Seaman Corporation Regional Sales Manager. **Do not send this to the Wooster Ohio office at this time!** If it is sent to the Wooster office, it will delay the process.
3. The Regional Sales Manager is to verify that he/she is in agreement with the local sales representative that acceptance of the contract is in agreement with our long-term "partnership" approach to the roofing business. Upon his/her signature the packet can then be submitted to the Wooster Ohio office.
4. Seaman Corporation will provide confirmation of the **completed and approved** application. Seaman Corporation retains the original application upon approval.\*

\*The credit application is held for review awaiting the placement of your first order. Seaman Corporation does not determine a customer's credit worthiness prior to order placement. Our credit department requires a minimum of seventy-two hours for the reference verification and internal review. All parties must allow for this time during the order placement process.



**Seaman Corporation**

1000 VENTURE BLVD., WOOSTER, OH 44691  
PHONE (330) 262-1111 FAX (330)262-2970



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CONTRACTOR APPLICATION FOR THE LIMITED FIBERTITE® APPROVAL

Company Information:

Name of Firm: \_\_\_\_\_

Physical Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Mailing Address (if different) P.O.Box: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Company Contact(s): \_\_\_\_\_

Tel.#: \_\_\_\_\_ Fax.#: \_\_\_\_\_

Years in Business: \_\_\_\_\_ Average Project Size: \_\_\_\_\_

Superintendent/Foreman: \_\_\_\_\_ Years Experience: \_\_\_\_\_

Market Area Served: \_\_\_\_\_

Equipment Inventory:

Automatic Welder(s): Yes No Purchasing Type: \_\_\_\_\_ Model: \_\_\_\_\_

Hand Welder(s): Yes No Purchasing Type: \_\_\_\_\_ Model: \_\_\_\_\_

Generator: Yes No Purchasing Type: \_\_\_\_\_ Model: \_\_\_\_\_

Note: Seaman Corporation requires that all field seams ten feet (10') and longer be welded with an automatic welder.

**References: (Be Specific)**

Owner: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Owner: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Architect: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Architect: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Consultant: \_\_\_\_\_ Telephone #: \_\_\_\_\_

**Single Ply Experience:**

**Thermo-Plastic Membranes: (Check all that apply)**

Sarnafil          Duro-Last          Cooley          JPG          Others: \_\_\_\_\_

First Application: \_\_\_\_\_ Membrane: \_\_\_\_\_ Size: \_\_\_\_\_

Latest Application: \_\_\_\_\_ Membrane: \_\_\_\_\_ Size: \_\_\_\_\_

Type of Applications: (check all that apply)          Mechanically Attached          Adhered          Fleece Back          Ballast

Experience: Began in \_\_\_\_\_ through \_\_\_\_\_

**Thermo-Set Membranes: (Check all that apply)**

JP Stevens          Versico          Others: \_\_\_\_\_

First Application: \_\_\_\_\_ Membrane: \_\_\_\_\_ Size: \_\_\_\_\_

Latest Application: \_\_\_\_\_ Membrane: \_\_\_\_\_ Size: \_\_\_\_\_

Type of Applications: (check all that apply)          Mechanically Attached          Adhered          Fleece Back          Ballast

Experience: Began in \_\_\_\_\_ through \_\_\_\_\_

**EPDM Membranes:** (Check all that apply)

Firestone      Carlisle      Others: \_\_\_\_\_

First Application: \_\_\_\_\_ Membrane: \_\_\_\_\_ Size: \_\_\_\_\_

Latest Application: \_\_\_\_\_ Membrane: \_\_\_\_\_ Size: \_\_\_\_\_

Type of Applications: (check all that apply)      Mechanically Attached      Adhered      Fleece Back      Ballast

Experience: Began in \_\_\_\_\_ through \_\_\_\_\_

**Signatures:** Owner: \_\_\_\_\_

Owner: \_\_\_\_\_

FTR Sales Rep.: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_

FTR Sales Manager: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_

FTR Technical Rep: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_

FTR Tech. Serv. Manager: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_



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### LIMITED AUTHORIZED APPLICATOR AGREEMENT

**AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between;

Seaman Corporation, and Applicator;  
FiberTite® Division \_\_\_\_\_  
1000 Venture Boulevard \_\_\_\_\_  
Wooster Ohio 44691 \_\_\_\_\_

*Applicator Achievement Level:* \_\_\_\_\_

WHEREAS, Seaman and Applicator desire to enter into this Agreement, whereby the Applicator will be authorized to purchase and install for its customers, the FiberTite® Roof System (the "System") manufactured by Seaman;

WHEREAS, the parties intend that this process should be governed by this Agreement.

ACCORDINGLY, in consideration of the mutual covenants and promises set forth here, the parties agree as follows:

1. If the Applicator is awarded a contract for the installation of a FiberTite® Roofing System, and such installation is approved by Seaman, the Applicator will purchase from Seaman Corporation ("Seaman"), all of its requirements (as described in the Guide Specifications) for the installation of any such System. Seaman will sell these Materials to the Applicator at the published prices and subject to the then applicable "Seaman Corporation Terms and Conditions of Sale", or upon any special pricing and/or terms quoted to the Applicator in writing by an authorized representative of Seaman for the specific job in question.
2. If the Applicator proceeds with the installation of a FiberTite® Roofing System as authorized by this Agreement, Seaman will:
  - a) Provide Applicator with instructions for the installation of the System, which in Seaman's judgment are necessary to assure adequate quality, uniformity, and the watertight integrity of the System.
  - b) Provide building owner, upon building owner's request and pre-approval by Seaman, with Seaman's Warranty, subject to the Authorized Applicator's level of achievement as outlined below.

**Authorized Applicators Levels of Achievement**

FiberTite Platinum & Gold: Warranties up to and including 30 year; pursuant to: pre-authorization and applicator's willingness to reimburse Seaman Corporation for enhanced project oversight as deemed necessary by FiberTite Technical Services

FiberTite Silver: Warranties up to and including 20 year; pursuant to: pre-authorization and applicator's willingness to reimburse Seaman Corporation for enhanced project oversight as deemed necessary by FiberTite Technical Services

- c) A specimen copy of Seaman's Standard Warranty Verbiage is attached to this Agreement. Seaman will issue the Warranty only when (1) its installation instructions have been followed; (2) it has approved and accepted the installation; (3) it has been paid for the Materials for the installation; and (4) it has been paid for the Warranty.
  - d) Upon reasonable request of the Applicator and/or at its discretion, furnish Applicator with such technical assistance and advice as Seaman deems necessary for the purpose of evaluating the watertight integrity of the Applicator's installation of the System for any particular project.
3. If the Applicator intends to proceed with the installation of a FiberTite® Roofing System, as authorized by this Agreement, the Applicator will:
- a) Follow all current installation instructions furnished by Seaman, and/or those furnished at the time the project is bid or contracted, using proper equipment and techniques.
  - b) Promptly furnish to Seaman, copies of specifications, shop drawings, and other plans to be used in installation of a particular System or project, so that Seaman may examine them prior to approving such installation. Seaman shall expedite a timely review of the information submitted by the Applicator and advise the Applicator of the project's suitability for warranty consideration. A completed "Seaman Corporation Pre-installation Notice and Warranty Request for FiberTite® Roofing Systems", must also be furnished to and accepted by Seaman prior to any Material shipment.
4. a) Before issuing the Warranty referenced above, a Seaman Technical Representative must inspect and approve the installation. Seaman may direct Applicator to make such changes or repairs, as Seaman deems necessary, for proper installation. Such changes or repairs shall be at Applicator's expense if Seaman determines that Applicator failed to follow Seaman's installation instructions. Seaman will cause such inspection to be made within a reasonable time after Seaman receives notice of completion from the Applicator.

- b) Following the completion of the installation of a System by the Applicator and the issuance of a Warranty by Seaman, the Applicator will have the following obligations based upon the tenure of the warranty offering as follows:
- i. Warranties  $\leq$  15 Years: For a period of two (2) years following issuance of the Warranty to the building owner, the Applicator will, at its own expense, provide the necessary labor and materials to make any repairs to the System that are a direct result of Applicator's failure to follow the project specifications, installation guidelines or general workmanship, that Seaman deems necessary to assure the continuing watertight integrity of the ii System.
  - ii. Warranties  $>$  15 Years but  $\leq$  20 Years: For a period of three (3) years following issuance of the Warranty to the building owner, the Applicator will, at its own expense, provide the necessary labor and materials to make any repairs to the System that are a direct result of Applicator's failure to follow the project specifications, installation guidelines or general workmanship, that Seaman deems necessary to assure the continuing watertight integrity of the System.
  - iii. Warranties  $>$  20 Years: For a period of five (5) years following issuance of the Warranty to the building owner, the Applicator will, at its own expense, provide the necessary labor and materials to make any repairs to the System that are a direct result of Applicator's failure to follow the project specifications, installation guidelines or general workmanship, that Seaman deems necessary to assure the continuing watertight integrity of the System.
5. The Applicator will act only as an independent contractor. In no event shall Applicator represent or hold itself out as an employee, franchisee or any kind of agent of Seaman. Nothing in this Agreement will bind Seaman or make Seaman responsible for the performance of any obligations or duties the Applicator may owe to the building owner. Seaman's sole obligation and responsibilities shall be as stated in the Warranty issued as set forth above. This limitation of Seaman's liability shall be disclosed in writing by the Applicator to every customer of the Applicator for whom a System is installed, as part of the System installation contract.
6. a) The roofing materials will be sold to the Applicator on credit, subject to a credit limit determined by Seaman. If any payments become overdue or if the financial responsibility of the Applicator becomes impaired or unsatisfactory to Seaman, Seaman may demand cash payments or satisfactory security and may postpone further deliveries until it has received such cash payments or satisfactory security. If Applicator fails to make the cash payments or provide satisfactory security within ten (10) days after such request has been made by Seaman, Seaman may at its option withhold delivery of Materials on order and refuse to accept further orders from the Applicator. Any payments not paid by the due date shall carry interest not to exceed the highest legal rate allowed by the law of the state where the Applicator does business. Seaman disclaims any liability, which may arise from or out of the postponement or withholding of deliveries or refusal to accept orders under the terms herein.

- b) Nothing in this Agreement is intended to create any absolute right of the Applicator to purchase roofing materials or secure warranties from Seaman. Seaman in its sole discretion shall have the right to either accept or reject any Applicator proposals for the purchase, installation and/or request for warranty of any FiberTite® Roof System.
  - c) However, once Applicator, in good standing, has entered into a contract such that Applicator is obligated to furnish and install the FiberTite Roof System, Seaman shall provide the requisite materials and warranty, subject to the terms outlined within this agreement, to avoid the breach of a binding obligation on the part of the Applicator. In the absence of good cause, Seaman shall not arbitrarily refuse to sell to the Authorized Applicator if his account is in good standing.
7. Neither party will be responsible for delays or failure to perform hereunder, except for payment of monies when due, if caused by fires, floods, strikes, labor disputes, accidents, acts of war, priorities required or imposed by federal, state or local law, regulations or ordinances, or for any other causes beyond its control.
  8. Seaman and the Applicator shall indemnify one another for their respective acts and omissions as well as for the acts and omissions of any officers, directors, partners, employees, contractors, subcontractors, consultants or subconsultants working by, through or under either of them (whether in contract with them directly or indirectly), from any claims, losses, costs, expenses (including, but not limited to, reasonable attorneys' fees) or other liabilities (including, but not limited to, administrative fines or penalties), which arise out of or result from any negligent or intentional act or omission of either of them (or of anyone for whom either of them may be responsible or liable), provided that the party seeking such indemnification shall not have been actively at fault in relation to the claim which has been so asserted against them..
  9. In the event that any provision of this Agreement is found to be invalid or unenforceable for any reason (whether on its face or as applied), the same shall be deemed excised and each such excision shall have no effect upon the remaining provisions hereof. It is the intent of the parties that this Agreement be enforced to the fullest extent permitted by law.
  10. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party at the addresses shown above. In the event of any such termination, the respective obligations of the parties set forth above regarding System installation (including but not limited to paragraph 4 b above), shall survive the termination and shall remain binding upon the parties.
  11. This Agreement and any applicable "Seaman Corporation Terms and Conditions of Sale", represent the entire understanding between the parties and may only be modified by a writing signed by both parties. The failure of either party to require strict performance by the other shall not constitute a waiver of any of such party's rights pursuant to this Agreement, or to thereafter require strict performance by such other party.



- 12. In the event of any litigation between these parties arising out of or resulting from or relating to this Agreement or the installation of any System by the Applicator, the prevailing party shall be entitled to recover the prevailing party's reasonable attorney's fees and court costs, at the trial and at all appellate levels.
- 13. This agreement and the Authorized Applicator's Level of Achievement are subject to periodic review and/or renewal by and at the discretion of Seaman Corporation.
- 14. This agreement supersedes all previous Applicator Agreements between applicator and Seaman Corporation.

The parties further agree that any such litigation between them shall be venued and shall only be venued (i.e., exclusively), in a court of competent jurisdiction in Summit County, Ohio.

**IN WITNESS WHEREOF**, the parties have caused this instrument to be executed in duplicate by their representatives fully authorized as of the day and year first above written.

**SEAMAN CORPORATION**

Date: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Title

**APPLICATOR**

Date: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Title

FiberTite® is a registered trademark of Seaman Corporation  
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077800.0395

Note: To expedite processing, verify that this packet is completely filled before and signing. Deliver filled and signed packet to your local FiberTite® Sales Representative. See [www.fibertite.com/representative-locator](http://www.fibertite.com/representative-locator) to find your local rep.