



COOL ROOF RATING COUNCIL

ACCREDITED MANUFACTURER TESTING LABORATORY
AGREEMENT

THIS AGREEMENT is entered into by and between the COOL ROOF RATING COUNCIL, INC. (“CRRC”), a Maryland not-for-profit corporation, and _____ (“Company”), a participant as a (Licensee) as the term is defined in the Cool Roof Rating Council Product Rating Program (the “Program”). Company operates an affiliated laboratory (“Laboratory” or “AMTL”).

WHEREAS, CRRC is a nonprofit corporation whose mission is to implement fair, accurate and credible radiative performance ratings for roof surfaces, to support continuing research into radiative roofing and to provide education to those interested in understanding roofing options; and

WHEREAS, CRRC has developed, published, sponsored and now administers the Program, whereby certain manufacturers may use a copyrighted Label format to disclose the Radiative Properties of their Roofing Products as determined by accredited laboratories; and

WHEREAS, Laboratory has displayed the capability to perform certain tests on the Radiative Properties of Roofing Products.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Subject to determination by CRRC that Laboratory qualifies, and continues to qualify, under the Program, CRRC grants to Laboratory for the term of this Agreement and any extensions, recognition as a CRRC Accredited Manufacturer Testing Laboratory.
2. Company acknowledges that it has received and read the Program and agrees to be bound by its terms, as they may be amended from time to time, as well as any applicable administrative and implementing documents issued by CRRC (collectively, the “Requirements”). Company agrees (a) to pay all applicable laboratory Program fees adopted by the CRRC, and (b) to cooperate in any way requested by CRRC in assuring that the terms of the Program are being met and that accurate Radiative Properties test reports are being issued by Laboratory.

3. Company represents and warrants that at the time of application to CRRC for accreditation and during the term of this Agreement and any extensions that (a) the information submitted in its application for CRRC laboratory accreditation was and is accurate and correct, and (b) it employs at least one individual who has attended a CRRC laboratory training workshop. Laboratory shall inform CRRC in writing within 10 days of changes in its operations that make these representations and warranties untrue.
4. Laboratory agrees to conduct an on-going quality control program to ensure that its testing procedures continue to meet or exceed testing parameters of the specified tests.
5. Laboratory shall make no representation that test reports issued by it constitute the certification of tested products by CRRC. Laboratory may state that it is accredited by CRRC to perform testing under the Program.
6. Any failure by Company to comply with the terms and conditions of this Agreement or the Requirements may result in the immediate revocation of this Agreement, the discontinuance of accepting Laboratory's test reports when submitted by Licensees, and liability for any other damages incurred by CRRC. The determination of compliance by Laboratory with the Requirements shall be made by CRRC in its sole discretion.
7. Company and Laboratory shall have no rights to use the CRRC Label or Mark by reason of this Agreement.
8. The Program (including its administrative provisions and dispute settlement provisions) may be revised or modified by CRRC from time to time and such revisions or modifications shall be deemed the applicable Requirements referred to herein.
9. CRRC, its officers, directors, members, employees and counsel shall not be liable for any act or omission of Laboratory and Company (a) shall defend any claims made against CRRC, its officers, directors, members, employees and counsel, and (b) shall indemnify and hold harmless CRRC, its officers, directors, members, employees and counsel from any liability which may be imposed upon CRRC, its officers, directors, members, employees and counsel from any and all damages or claims (including reasonable attorneys' fees) resulting from or arising out of Laboratory's acts or omissions, Laboratory's participation in the Program, or Laboratory's reference to CRRC.
10. Laboratory agrees to waive any and all claims against CRRC, its officers, directors, members, employees and counsel in connection with or in any way relating to the conduct of the CRRC Program, the duties or responsibilities of Laboratory under this Agreement or the granting, administration or suspension of this Agreement.
11. This Agreement may be suspended or terminated at any time by CRRC in whole or in part in the event that

- (a) Company is using the Mark or Label without authorization;
- (b) Company is not complying with the Requirements;
- (c) Company is not complying with the terms of this Agreement;
- (d) Company has failed to pay required fees and charges assessed under the Program;
- (e) Laboratory is found to have willfully failed to follow applicable test procedures or displayed a pattern of issuing inaccurate testing reports.
- (f) Company ceases to be a Licensee.

CRRC shall give Laboratory written notice of the suspension or termination of all or any part of this Agreement. Such notice shall set forth the ground or grounds of suspension and shall set forth a statement of facts supporting such grounds.

12. This Agreement shall become effective upon its execution by CRRC.

13. After the effective date, this Agreement shall continue in force until December 31 of the then current year and shall be automatically renewed from year to year thereafter, unless terminated or suspended in accordance with other terms of this Agreement. The Agreement may be terminated at any time by Laboratory by giving sixty (60) days advance written notice of termination to CRRC. The Agreement may be terminated by CRRC on written notice to Laboratory at any time.

14. In the event of the suspension or termination of this Agreement, Laboratory shall immediately cease issuing CRRC test reports or representing that it is an Accredited Manufacturer Testing Laboratory under the Program.

15. The Board of Directors shall determine from time to time fees to be paid under the Agreement. Fees shall be paid in advance and are nonrefundable.

16. Company acknowledges and agrees that compliance with the terms of this Agreement is necessary to protect the goodwill and other proprietary interests of CRRC and that an unauthorized use of the CRRC logo or label or false representations regarding the affiliation of the Laboratory with CRRC would result in irreparable and continuing harm to CRRC for which there would be no adequate remedy at law. Accordingly, Company agrees that in the event of unauthorized use of the CRRC logo or label or false representations regarding the affiliation of the Laboratory with CRRC (i) CRRC shall be entitled to injunctive relief and/or specific performance, (ii) Company shall not oppose such relief on the grounds that there is an adequate remedy at law, and (iii) such equitable remedy shall be cumulative and in addition to any other remedies at law or in equity (including monetary damages) which may be available to CRRC. The provisions of this Section shall survive the termination of this Agreement.

17. Capitalized terms in this Agreement, if not defined herein, shall have the meanings set forth in the Program

18. This Agreement may not be assigned by the Company without the written permission of CRRC.

19. Obligations of Laboratory under this Agreement shall be deemed obligations of Company.

20. This Agreement shall be construed in accordance with the laws of the state of Maryland.

21. The Program contains mandatory arbitration provisions. Any claim outside the scope of those provisions and arising under this Agreement shall be brought in the courts in either the state of Maryland or the District of Columbia and both parties consent to the jurisdiction of those courts.

COMPANY

Company Name

Responsible Person's Signature

Date

Responsible Person's Name (printed)

Title

COOL ROOF RATING COUNCIL

Responsible Person's Signature

Date

Responsible Person's Name (printed)

Title

To facilitate execution, this Agreement may be executed in as many counterparts as may be required. It shall not be necessary that the signature of or on behalf of each party appears on each counterpart, but it shall be sufficient that the signature of or on behalf of each party appears on one or more of the counterparts. All counterparts shall collectively constitute a single agreement.

To facilitate execution, this Agreement may be executed through the use of electronic transmission, and a counterpart of this Agreement that contains the electronic signature of a party, which counterpart has been transmitted by electronic transmission to the other party hereto, shall constitute an executed counterpart of this Agreement. An electronically-delivered copy of this Agreement or of a signature of a party will be effective as an original.