



COOL ROOF RATING COUNCIL

WALL RATING PROGRAM
APPROVED MANUFACTURING TESTING LABORATORY
AGREEMENT (WA-2)

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 CRRC Wall Rating Program (the "Wall Program"). Company operates an affiliated laboratory ("Laboratory" or "AMTL").

WHEREAS, the CRRC is a nonprofit corporation whose mission is to implement fair, accurate, and credible radiative performance rating systems for roof and exterior wall surfaces; to support continuing research into radiative properties of roofing and wall surfaces; to provide education to those interested in understanding the attributes of roofing and wall options; and

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

WHEREAS, Laboratory has displayed the capability to perform certain tests on the Radiative Properties of Wall 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 the CRRC that Laboratory qualifies, and continues to qualify, under the Wall Program, the CRRC grants to Laboratory for the term of this Agreement and any extensions, recognition as a CRRC Approved Manufacturer Testing Laboratory.
2. Company acknowledges that it has received and read the Wall Program Manual and agrees to be bound by its terms, as may be amended from time to time, as well as any applicable administrative and implementing documents issued by the CRRC (collectively, the "Requirements") all of which are incorporated by reference and made part of this Agreement. Company agrees (a) to pay all applicable AMTL fees adopted by the CRRC, and (b) to cooperate in any way requested by the CRRC in assuring that the terms of the Wall 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 the CRRC for approval and during the term of this Agreement and any extensions that (a) the information submitted in its application for CRRC laboratory approval was and is accurate and correct, and (b) it employs at least one individual who has attended a CRRC laboratory training workshop for the Wall Program. Laboratory shall inform the CRRC in writing within 10 days of changes in its operations that make these representations and warranties untrue.
4. Laboratory agrees to conduct an ongoing quality control program to ensure that its testing procedures continue to comply with 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 approved by the CRRC to perform testing under the Wall Program.
6. Any failure by Company or Laboratory 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 the CRRC. The determination of compliance by Company or 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 Labels or Marks by reason of this Agreement.
8. The Wall Program (including its administrative provisions and dispute settlement provisions) may be revised or modified by the CRRC from time to time and such revisions or modifications shall be deemed the applicable Requirements referred to herein.
9. The CRRC, its officers, directors, members, employees, and counsel shall not be liable for any act or omission of Laboratory and/or Company. Laboratory and Company (a) shall defend any claims made against the CRRC, its officers, directors, members, employees, and counsel, and (b) shall indemnify and hold harmless the CRRC, its officers, directors, members, employees, and counsel from any liability which may be imposed upon the 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 Wall Program, or Laboratory's reference to the CRRC.
10. Laboratory agrees to waive any and all claims against the CRRC, its officers, directors, members, employees, and counsel in connection with or in any way relating to the conduct of the CRRC Wall 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 the CRRC in whole or in part in the event that:
 - a) Company is using the Marks or Labels 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 Wall Program;
 - e) Laboratory is found to have willfully failed to follow applicable test procedures or displayed a pattern of issuing inaccurate testing reports; or

f) Company ceases to be a Licensee.

The 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 the CRRC.

13. After the effective date, this Agreement shall continue in force until December 31 of the 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 the CRRC. The Agreement may be terminated immediately by the CRRC, with or without cause, 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 Approved Manufacturer Testing Laboratory under the Wall Program.

15. The CRRC 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 the CRRC and that an unauthorized use of the CRRC Marks or Labels or false representations regarding the affiliation of the Laboratory with the CRRC would result in irreparable and continuing harm to the CRRC for which there would be no adequate remedy at law. Accordingly, Company agrees that in the event of unauthorized use of the CRRC Marks or Labels or false representations regarding the affiliation of the Laboratory with the CRRC (i) the 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 the CRRC. The provisions of this Section 16 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 Wall Program.

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

22. (a) For the purposes of this Agreement, (i) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other

genders as the context requires, (ii) the word “including” and words of similar import when used in this Agreement shall mean “including, without limitation,” unless the context otherwise requires or unless otherwise specified, and (iii) the word “or” shall not be exclusive.

(b) This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any agreement, instrument or document to be drafted.

(c) The parties expressly agree that this Agreement does not create a partnership, joint venture or employee/employer relationship.

(d) Failure by a party to enforce any of the provisions of this Agreement shall not be construed as a waiver of such provisions. All remedies under this Agreement are cumulative. If any part of any provision of this Agreement or any other agreement, document or writing given pursuant to or in connection with this Agreement shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of said provision or the remaining provisions of said agreement.

23. 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, the counterpart of which 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.

COMPANY

Company Name

Responsible Person's Signature

Responsible Person's Printed Name

Date

Job Title

COOL ROOF RATING COUNCIL, INC.

Responsible Person's Signature

Responsible Person's Printed Name

Date

Job Title