



INNOVATIONS FOR LIVING®

Office Use Only
ID# _____

OWENS CORNING TOP OF THE HOUSE™ PROGRAM TERMS AND CONDITIONS

Background Statement: To promote the benefits of Owens Corning's AttiCat® fiberglass loose fill insulation blowing machine (the "AttiCat® Machine") and Owens Corning's AttiCat® brand fiberglass loose fill insulation products (the "AttiCat® Loose Fill Products"), Owens Corning has developed a program known as the "Owens Corning Top of the House™ Program" (referred to herein as the "Top of the House Program"). These Owens Corning Top of the House Program Terms and Conditions serve to supplement the Platinum Preferred Contractor Application or the Preferred Contractor Application, as the case may be, and the associated terms and conditions (individually, and collectively, referred to herein as the "Preferred Contractor Application"), as previously signed by Contractor.

The Contractor desires to participate in the Top of the House Program, and Owens Corning is willing to allow Contractor to so participate subject to the following additional terms and conditions set forth below.

For good and valuable consideration, the parties agree as follows:

1. Contractor's Obligations. In order to participate in the Top of the House Program, Contractor shall:

- A. Comply with all applicable building codes and federal, state and local regulations and permitting requirements governing the operation of Contractor's business with respect to the installation of the AttiCat® Loose Fill Products using the AttiCat® Machine.
- B. Use all reasonable efforts to promote, advertise, market and sell the AttiCat® Loose Fill Products installed using the AttiCat® Machine which Owens Corning had authorized Contractor to install under the Top of the House Program.
- C. Use its best efforts to promote the benefits of the AttiCat® Loose Fill Products installed with the AttiCat® Machine through the use of literature, samples and other in-home selling tools.
- D. At least 50% of Contractor's requirements for residential roofing products and accessories shall be Owens Corning brand roofing products and accessories.
- E. Abide by such reasonable policies and procedures as may be implemented by Owens Corning from time-to-time that relate to the Top of the House Program.
- F. Contractor shall not, whether directly or indirectly, promote, market, sell, distribute, install or in any way represent or use any brand or form of blowing insulation other than AttiCat® Loose Fill Products installed using the AttiCat® Machine (including, without limitation, another brand of loose fill insulation and cellulose insulation).
- G. Contractor shall be fully responsible for the safe operation and use of the AttiCat® Machine and any and all devices necessary for the proper operation and use of the AttiCat® Machine and shall be responsible for training operators and others as necessary in the proper operation, use, application and maintenance of the AttiCat® Machine including without limitation all required safety training.
- H. In order for contractor to utilize the Top of the House designation, branding and logo, the Contractor must participate in and successfully complete Owens Corning's Top of the House training criteria.

2. Owens Corning's Obligations. For any Contractor participating in the Top of the House Program, Owens Corning shall provide the services and benefits offered by Owens Corning from time-to-time under the Top of the House Program, which may be changed from time-to-time by Owens Corning at its sole discretion. Owens Corning shall supply to Contractor sales training methodology and technical training to help facilitate Contractor's sales personnel in promoting, marketing and selling installations using the AttiCat® Machine in installing the AttiCat® Loose Fill Products.

3. Incorporation by Reference. These Top of the House Program Terms and Conditions shall be deemed incorporated into the Preferred Contractor Application as though the same were rewritten therein. In the event of any conflict between the provisions set forth in the Preferred Contractor Application and these Top of the House Program Terms and Conditions, such conflict shall be resolved in favor of the Top of the House Program Terms and Conditions.

4. Capitalized terms not otherwise defined herein shall have those meanings given to such terms in the Preferred Contractor Application.

AGREED AND ACCEPTED:

Contractor Name: _____

By: _____
(Signature)

Name: _____
(Please Print)

Title: _____

Dated: _____

Owens Corning Area Sales Manager Approval:

Name: _____

By: _____
(Signature)

Dated: _____

The Top of the House Program shall not be effective until an Owens Corning representative has executed above.

FAX SIGNED COPY TO: 1 (866) 213-3037



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