



NCFI InsulStar® Plus CERTIFIED APPLICATOR AGREEMENT

This agreement is between NCFI Polyurethanes (NCFI) and _____
_____(Contractor) with principal offices at _____.

NCFI manufactures and sells spray-in-place polyurethane adhesive chemical systems and wishes to certify spray foam insulation contractors that have sufficient skill, experience, knowledge, and financial stability to safely apply NCFI InsulStar Plus in accordance with NCFI specifications and recommendations and in a high quality workmanlike manner.

Therefore, NCFI and Contractor agree as follows:

- (1) Contractor shall make no express or implied warranties to customers or prospective customers on behalf of NCFI with respect to NCFI's InsulStar Plus without NCFI's written consent.
- (2) It is understood and agreed that Contractor is an independent contractor and not an agent or employee of NCFI.
- (3) Either party shall have the right to terminate this agreement if either defaults and does not correct within 10 days after written notice of default.
- (4) The obligations and duties of the parties under the terms of any warranty agreement shall survive the termination of this agreement.
- (5) No additions or changes to the terms of this agreement shall be effective unless in writing and signed by duly authorized representatives of NCFI and Contractor as a supplement to this agreement.
- (6) NCFI agrees to the following:
 - (a) Work with Contractor in the promotion of NCFI's InsulStar Plus.
 - (b) Give technical assistance and application procedure information on NCFI's InsulStar Plus spray adhesive to Contractor.
- (7) Contractor agrees to the following:
 - (a) To apply NCFI's InsulStar Plus spray polyurethane adhesive insulation system in accordance with NCFI specifications and recommendations.
 - (b) To install NCFI spray polyurethane foam insulation systems in a manner consistent with high quality practices and workmanship such as a white glove approach in existing homes as recommended by NCFI.

- (c) To remain an active certified contractor, purchase a minimum of 25,000 lb. of NCFI polyurethane foam chemical systems per year.
 - (d) If requested by NCFI, to inspect InsulStar® Plus projects with NCFI representative.
 - (e) To maintain sufficient liability insurance (minimum of \$1,000,000) to cover all property damage or personal injury which might arise out of work the Contractor performs and to provide NCFI evidence of this insurance.
 - (f) To indemnify and hold NCFI harmless from and against all claims and expenses including attorney's fees which may arise as the result of any work provided by Contractor under terms of this agreement.
 - (g) To supervise and train employees and subcontractors in a manner such that InsulStar Plus applications conform to NCFI's specifications and recommendations and high quality insulating practice and workmanship.
 - (h) To manage financial affairs in a manner which assures continuing operations and prompt payment of all NCFI materials and fees.
 - (i) To obtain all necessary permits to complete insulation projects.
- (8) Subject to the foregoing this agreement shall be binding upon and take effect to the benefit of the successors and assigns of the respective parties.
- (9) All InsulStar Plus marketing material is exclusive to InsulStar Plus foam adhesive.

Contractor Firm Name: _____

By (signed) _____

By (typed) _____

Title: _____

NCFI Polyurethanes

By (signed) _____

By (typed) _____

Title: _____

Date: _____