

SNOWGRIP CERTIFICATION APPLICATION

For Independent Contractors

If you are interested in becoming a SNOWGRIP Certified Independent Contractor, please provide some information which will help us with our application process. Once approved, you will be able to purchase at special contractor pricing.

Please mail or fax return to: SNOWGRIP, 126 Woodward Avenue, Iron Mountain, MI 49801

Telephone No: (906) 774-7000

Fax No: (906) 774-3491

Contact Information

Company Name _____

Contact Name _____ Title _____

Mailing Address _____
Street City State Zip

U.P.S. Address _____
Street City State Zip

Telephone No. _____ Fax No. _____ Cell No. _____

E-mail address _____ Web Site _____

Qualifications

Primary Business Type _____ How long? _____ (Years)

Gross Annual Business Sales _____

Any experience in:	Yes	No	Please briefly describe:
Direct Sales?			_____
Maintenance Product Sales?			_____
Contracting?			_____
Roofing?			_____

Additional information you feel important in reviewing your application? _____

Signature

The undersigned assures that the information provided in this application is true and accurate.

I understand the above information is solely for the purpose of approving Independent Contractors for SNOWGRIP Certification and will be held in confidence.

State Sales Tax ID (resale) _____ (Please attach certificate copy) State _____

Signed _____ Date _____

SNOWGRIP - 126 Woodward Avenue - Iron Mountain, MI 49801
www.snowgripit.com

**SNOWGRIP CERTIFIED
INDEPENDENT CONTRACTOR SALES AGREEMENT**

If your application is approved:

- a) SNOWGRIP hereby authorizes you, to sell and promote the sale of materials that are offered by SNOWGRIP. SNOWGRIP does not require monetary compensation in exchange for entering into this agreement. There are no franchise fees, royalties, or licensing fees due to SNOWGRIP in association with your handling our products.
- b) You are in complete control of the management of your office and business.
- c) Your work with SNOWGRIP is as an independent contractor, not as an agent or employee of SNOWGRIP, and you shall not be considered an agent or employee of SNOWGRIP for any purpose. Any items you furnish to carry out your work are at your own discretion and expense.
- d) The SNOWGRIP snow retention coating consists of a base coat and aggregate provided in official labeled containers. SNOWGRIP has patents pending in the US and Canada. You shall not substitute other products for either of the two labeled SNOWGRIP products. You shall notify SNOWGRIP of any knowledge of any application of a snow retention coating similar to SNOWGRIP. You are free to contract for contingent materials to be supplied by others, as there is no exclusive agreement between You and SNOWGRIP for contingent materials. You are not limited in any way with regard to the use of contingent materials and equipment provided SNOWGRIP installation recommendations are followed.
- e) You agree to adhere to all ethical standards and laws and to perform in a professional manner consistent with generally accepted practices.
- f) You are authorized to submit orders for direct shipment and billing to your customers if pre-approved by SNOWGRIP. On those orders you will be paid from SNOWGRIP a commission upon receipt of payment in full. These commissions shall approximately equal to the difference between SNOWGRIP's published Base Price and Contractor's Discount Price. SNOWGRIP reserves the right to make changes to the Price Schedules at any time and for any reason they see fit, however, these will at no time affect purchase orders already signed and executed. In the event any shipment has been refused or returned for any reason whatsoever, or refund issued, you agree to return any commissions advanced. SNOWGRIP has the right to reject any order for any or no reason.
- g) SNOWGRIP agrees to pay you on all repeat orders received directly from your customers so long as purchase orders are processed through you and you are active with SNOWGRIP (active defined as business placed with SNOWGRIP by you within 180 days).
- h) SNOWGRIP may refer sales leads to you on potential prospects in areas where you are working, but is not obligated to do so or to establish protected territories.
- i) You agree to uphold the policies of SNOWGRIP, and understand you are not authorized to, and will not make any warranties or representations of any kind with respect to the products to be sold, other than those authorized in the SNOWGRIP literature. As SNOWGRIP supplies materials only and not labor, any application of SNOWGRIP products is not covered by this agreement or anyone's representation of SNOWGRIP. In consideration of warranties offered by SNOWGRIP, You agree to warrant its work from defect for no less term than the warranty provided by SNOWGRIP and indemnify, defend and hold SNOWGRIP harmless from any consequence of improper application. It is agreed that the SNOWGRIP trade names and marks are owned exclusively by SNOWGRIP and you may only use these with written authorization by SNOWGRIP. In any case, when printed by you they must include your name as a SNOWGRIP Certified Independent Contractor.
- j) This agreement may be terminated by You or SNOWGRIP at any time, for any or no reason, by giving 10 (ten) days' written notice to the other party.
- k) Neither this Agreement nor any interest herein, or claim hereunder, shall be assigned or transferred by you to any party or parties, unless first approved in writing by an officer of SNOWGRIP.
- l) This Agreement shall be governed by the law of the State of Michigan.

COMPANY NAME _____

SIGNATURE _____ NAME _____

TITLE _____ DATE _____