



**JM PEAK ADVANTAGE®
CONTRACTOR APPLICATION**

AGREEMENT

This Agreement is entered into as of Jun 4, 2020, between Johns Manville, a Delaware Corporation, having a mailing address of P.O. Box 5001, Denver, CO 80162-5001 and DETWILER ROOFING, a(n) Corporation, having a mailing address 1578 Main Street, East Earl, PA 17519, who is appointed as a Johns Manville Approved Roofing Contractor (JMARC) for the Johns Manville Roofing Services identified in Article 2 below.

In consideration of the mutual promises and obligations contained in this Agreement, Johns Manville and JMARC agree as follows:

ARTICLE 1 Representatives and Warranties of the Parties

1.01 Johns Manville represents and warrants, now and for the term of this Agreement, that:

- (a) Johns Manville will sell its roofing products and accessories through its normal channels to JMARC to be applied by JMARC into roofing systems according to specifications and technical bulletins published in the Johns Manville Commercial/Industrial Roofing Systems Manual for Built-Up and Modified Bitumen Roofing Systems and the Johns Manville Single Ply Roofing Systems Manual, as modified from time to time (the "Manual").
- (b) Johns Manville will issue guarantees for specific types of Johns Manville roofing systems on the terms and conditions expressly stated in the Manual, the Johns Manville Guarantees Brochure (the "Guarantee Price List Brochure") and the specific Johns Manville Guarantee issued for a particular Johns Manville roofing system. One of these terms and conditions is that Johns Manville will issue guarantees on its roofing systems only if that system is applied according to the Manual and the Guarantee Price List Brochure requirements which have been inspected, accepted and for which Johns Manville has issued guarantees that are called "Johns Manville Guaranteed Roofing Systems."

1.02 JMARC represents and warrants, now and for the term of this Agreement, that:

- (a) JMARC knows and understands the requirements for application of the specific types of Johns Manville Guaranteed Roofing Systems identified in Article 2 below, as contained in the Manual and the Guarantee Price List Brochure, and JMARC will maintain such knowledge as modifications occur to the Manual or the Guaranteed Price List Brochure, including attending Johns Manville training meetings, at JMARC's travel and lodging expense, and
- (b) JMARC will not represent to anyone that it is qualified as a Johns Manville Approved Roofing Contractor for Johns Manville Guarantee Roofing Systems other than those identified in Article 2 below.

ARTICLE 2 Appointment of Johns Manville Approved Roofing Contractor

2.01 In reliance on the representations, warranties and promises contained in Article 1, and subject to performance of the obligations contained below, Johns Manville appoints JMARC a Johns Manville Approved Roofing Contractor for the specific Johns Manville Guaranteed Roofing System(s) identified in the attached Attachment 1, and JMARC accepts this appointment, JMARC's appointment as a Johns Manville Approved Roofing Contractor does not establish JMARC as an agent or representative of Johns Manville. JMARC is and shall at all times be and conduct itself as an independent contractor.

ARTICLE 3 Continuing Obligations of the Parties.

3.01 Johns Manville agrees, throughout the term of this Agreement, that:

- (a) Johns Manville will provide JMARC with a copy of the Manual and modifications to the Manual in a timely manner.
- (b) Johns Manville will assist JMARC in the promotion and sale of Johns Manville roofing products constituting the Johns Manville Guaranteed Roofing Systems identified in Attachment I by providing copies of sales and technical literature and other publications that Johns Manville makes generally available to its approved roofing contractors for such systems.
- (c) Johns Manville will provide, at its discretion and expense, technical assistance to JMARC, excluding any architectural or engineering advice, which Johns Manville does not and expressly disclaims any responsibility to provide.
- (d) Upon JMARC's compliance with the provisions contained in this Agreement, the Manual and the Guarantee Price List Brochure and after Johns Manville has inspected and accepted a Johns Manville roofing system identified in Attachment I and applied by JMARC, Johns Manville will issue its guarantee of such roofing system(s) (the "Guarantee"). The terms and conditions of the Manual, Guarantee Price List Brochure or Guarantee may be changed by Johns Manville without advance notice to JMARC except as to specific contracts for which Johns Manville has agreed to sell its roofing products to JMARC for a Johns Manville Guaranteed Roofing System where Johns Manville has received and accepted a completed contract award notice (as provided in paragraph 3.02(a) below) and the payments required to accompany such notices.

3.02 JMARC agrees, throughout the term of this Agreement, that:

- (a) JMARC shall notify Johns Manville of all contract awards for which JMARC desires to purchase a Guarantee using a "Guarantee Application" form.
- (b) JMARC shall meet minimum Peak Advantage program requirements as set forth in the "Peak Advantage Contractors" insert in the Peak Advantage folder and incorporated herein. Failure to do so may result in the revocation of JMARC approval and/or guarantees being withheld.
- (c) JMARC shall make payment in full for guarantee charge before the issuance of the guarantee. Johns Manville shall be entitled to deposit such payment in its own accounts immediately upon receipt. However, receipt and acceptance by Johns Manville of the Guarantee Application form and payment of the guarantee charge (whether or not such charge is deposited in Johns Manville's account) shall not obligate Johns Manville to issue a guarantee on the Roofing System applied according to the Guarantee Application Form unless and until JMARC achieves compliance with all conditions required by Johns Manville for the issuance of a Guarantee as contained in this Agreement, the Manual, the Guarantee Application Form and the Guarantee Price List Brochure. JMARC shall also provide the Guarantee Application Form to Johns Manville not less than 14 days prior to the scheduled commencement date of the contract work for the Johns Manville Guaranteed Roofing System.

- (d) JMARC shall provide Johns Manville with all information and assistance reasonably requested by Johns Manville relating to the Project Contract and issuance of the Guarantee, including providing access for Johns Manville to inspect the Johns Manville Guaranteed Roofing System during application and throughout the Guarantee period.
- (e) In the performance of the Project Contract, JMARC shall provide suitable equipment, maintain proper supervision and quality control procedures and employ trained, capable workers to fulfill JMARC's obligations under the Project Contract in strict and complete compliance with the requirements contained in the then current Manual and the Guarantee Price List Brochure. Deviations from the Manual or the Guarantee Price List Brochure must be pre-approved in writing by the Johns Manville Marketing Manager and Technical Services. In the performance of the Project Contract, JMARC shall instruct all persons using or exposed to the Johns Manville roofing products and procedure as to their hazardous potential, if known hazards exist, and shall take all actions necessary or advisable to ensure these products are safely used and recommended procedures are carefully followed. JMARC shall comply with all federal, province and local laws, rules and regulations applicable to the performance of the Project Contract, including building code requirements, worker's compensation laws, and the occupational health and safety regulations. JMARC shall promptly, at its sole cost, repair, reconstruct or otherwise correct to Johns Manville's reasonable satisfaction all or any portion of the Johns Manville Guaranteed Roofing System which does not meet all of the requirements contained in the Manual or the Guarantee Price List Brochure or as otherwise contained in this Agreement.
- (f) JMARC shall immediately notify Johns Manville upon completion of each Guarantee applied for using the form of the "Completion of Contract Notice" (The "Completion Notice"), and at the same time, JMARC will be deemed to have issued JMARC's two year guarantee commencing from the date contained in the Completion Notice. Johns Manville shall have no obligation to issue its Guarantee if Johns Manville has not received the Completion Notice within 30 days after completion of the roofing systems work. The form and substance of the two year guarantee to be issued by JMARC shall be included in the Completion Notice, which is incorporated herein and shall be binding on JMARC as if fully restated herein, JMARC shall pay for Johns Manville roofing products and accessories and the Guarantee according to the terms and conditions contained in the applicable Manual and Guarantee Price List Brochure.
- (g) THE FAILURE OR INABILITY OF JMARC TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL RELIEVE JOHNS MANVILLE OF ANY OBLIGATION TO ISSUE OR CONTINUE IN EFFECT ITS GUARANTEE WHERE SUCH NONCOMPLIANCE EXISTS AND SHALL RELIEVE JOHNS MANVILLE FROM ANY OBLIGATIONS TO SELL PRODUCTS AND ACCESSORIES TO JMARC.
- (h) JMARC relieves Johns Manville from any liability resulting from delay or nonperformance of Johns Manville's obligations under this Agreement by reason of strikes, accidents, fires, the failure of the supply of materials, embargoes or any other cause beyond the reasonable control of Johns Manville.
- (i) JMARC shall use only those Johns Manville trademarks as may be specifically authorized in writing by Johns Manville for JMARC's use and then only in strict compliance with the conditions of use prescribed by Johns Manville.

ARTICLE 4 Mutual Provisions

- 4.01 This Agreement is nonexclusive with regard to territory and materials; Johns Manville reserves the right to sell and distribute all Johns Manville products and services, including Johns Manville roofing products and accessories, Johns Manville Guaranteed Roofing Systems and Guarantees, to others, without restriction.
- 4.02 The term of this Agreement shall be continuous except that either party may cancel this Agreement for any reason by making a reasonable effort to provide thirty days notice in writing to that effect to the other party. In the event of cancellation of this Agreement by either party, the other party shall not be relieved of its obligation to carry out the terms, promises and conditions of this Agreement as may apply to any Roofing Systems Contract on which Johns Manville has agreed to sell its roofing products to JMARC where Johns Manville has already received and agreed to an Application for Guarantee Notice under this Agreement prior to termination. Cancellation of this Agreement by either party shall not alter or nullify either party's obligations accrued prior to termination, including those relating to previously issued guarantees of either party or the obligation to pay for products and accessories sold to JMARC.
- 4.03 Any notices, forms or guarantees to be given under this Agreement must be in writing, and will be deemed to have been duly given (a) when delivered personally to the other party to who addressed; (b) upon receipt when sent by United States mail, postage prepaid, as certified or registered mail, properly addressed as follows; (c) upon confirmation when sent by facsimile transmission and receipt is confirmed by return facsimile transmission; or (d) by email to the email address listed below:
- If to Seller: Johns Manville
 717 17th Street
 Denver, CO 80202
 Phone: 303-978-2000
 FAX: 1-866-907-1191
 Attn.: Brian Mumpy
 Email: brian.mumpy@jm.com
- If to Contractor: DETWILER ROOFING
 1578 Main Street
 East Earl, PA 17519
 Phone: (717) 572-3922
 Fax:
 Attn.: Titus Detwiler
 Email: titus@detwilerroofing.com
- 4.04 This Agreement cancels and supersedes all existing contracts, agreements and understandings between the parties concerning this subject matter, including all contracts previously executed which appointed JMARC as a Johns Manville Approved Roofing Contractor and constitutes the entire agreement between the parties. This Agreement may not be changed except by subsequent writing signed by both parties. This Agreement may not be transferred by JMARC to a third party without Johns Manville's prior consent. The laws of the State of Colorado shall govern the construction of this Agreement, which shall be interpreted as though prepared by both parties.
- 4.05 In the event either party fails to pay sums to the other party in a timely fashion under this Agreement, collection costs, including reasonable attorney fees and court costs, and interest at the rate of 1% per month on the unpaid principal balance, or such higher rate as may be permitted by law, shall be recoverable by the party to whom such sums are owed.

The parties have duly executed this Agreement in triplicate through duly authorized representatives intending it to be effective as of this day and year written above.

JMARC (Contractor)

Titus Detwiler
Printed Name


Titus Detwiler (Jun 11, 2020 22:28 EDT)

titus@detwilerroofing.com

DETWILER ROOFING
Name of Firm

Jun 11, 2020
Date

JOHNS MANVILLE

Brian Mumpy
Printed Name


Brian Mumpy (Jun 12, 2020 07:00 MDT)

Authorized Johns Manville Representative

Marketing Leader
Title

Jun 12, 2020
Date



**JOHNS MANVILLE PEAK ADVANTAGE®
APPROVED ROOFING CONTRACTOR
JOB REGISTRATION ADDENDUM**

This Agreement is entered into as of , between Johns Manville, having a mailing address of P.O. Box 5001, Denver, CO 80162-5001 and DETWILER ROOFING, a(n) Corporation, having a mailing address 1578 Main Street, East Earl, PA 17519, is appointed as a Johns Manville Approved Roofing Contractor (JMARC).

In consideration of the mutual promises and obligations contained in this Agreement, Johns Manville and JMARC agree as follows:

ARTICLE 1

Johns Manville will accept job registration for specific types of Johns Manville roofing systems for the *sole purpose* of the contractor achieving recognition for his JM purchases in the Peak Advantage Program. In consideration for this recognition the contractor agrees to the following:

- 1) All jobs will be registered 14 days prior to the job start date. Failure to register the job within 14 days may result in non-recognition of the job, at JM's discretion.
- 2) Only full JM systems will be eligible for this program, this includes but is not limited to insulation, membrane, fasteners, coatings, adhesives and accessory products.
- 3) JM will be allowed access to the jobs for the purpose of verification that the materials used are JM materials.
- 4) JM will make no statements of any kind about the quality of contractor installation on these projects.
- 5) JM is registering the job only - no guarantee on these projects is implied or will necessarily be issued.
- 6) JM in no way guarantees the workmanship on these projects.
- 7) If a contractor registers a system and then uses non JM products on a roof the contractor can be immediately removed from the program and forfeit all points earned and benefits incurred.
- 8) JM reserves the right to change the format, elements, terms, and conditions of this job registration program, including elimination of the program on 30 days notice.

JMARC (Contractor)

JOHNS MANVILLE ROOFING SYSTEMS

Titus Detwiler

Brian Mumpy

Printed Name

Printed Name

Titus Detwiler (Jun 11, 2020 22:28 EDT)

Brian Mumpy (Jun 12, 2020 07:00 MDT)

titus@detwilerroofing.com

Authorized Johns Manville Representative

DETWILER ROOFING

Marketing Leader

Name of Firm

Title

Jun 11, 2020

Jun 12, 2020

Date

Date



APPOINTMENT FOR GUARANTEED WORK

Pursuant to the terms of the Johns Manville Approved Roofing Contractor Agreement, DETWILER ROOFING is appointed a Johns Manville Approved Roofing Contractor for the following type(s) of Johns Manville Roofing Systems. This appointment shall become effective once all representatives have initialed the appointment made under this Agreement.

System Type

APP; BUR; SBS Asphalt Applied; SBS Heat Welded; SBS Cold Applied; SBS Self Adhered; EPDM; PVC; TPO; Registration - JM Insulation Only

Guarantee Type

All

JMARC (Contractor)

Titus Detwiler

Printed Name


Titus Detwiler (Jun 11, 2020 22:28 EDT)

titus@detwilerroofing.com

DETWILER ROOFING

Name of Firm

Jun 11, 2020

Date

JOHNS MANVILLE ROOFING SYSTEMS

Brian Mumpy

Printed Name


Brian Mumpy (Jun 12, 2020 07:00 MDT)

Authorized Johns Manville Representative

Marketing Leader

Title

Jun 12, 2020

Date



JOHNS MANVILLE PEAK ADVANTAGE®
APPROVED ROOFING CONTRACTOR

TERMS AND CONDITIONS

TERMS AND CONDITIONS

By signing below the Applicant expressly agrees to the following: To make payment in full to Johns Manville for all purchases in accordance with the terms and conditions noted on its invoices until Johns Manville has received written notice closing this account, mailed U.S. Mail Certified Return Receipt Requested, no matter what person or entity ordered or used the labor and/or materials supplied on this account and regardless of any change in the legal structure of the Applicant or existence of entities or individuals legally distinct from the Applicant using or benefiting from the labor and/or materials supplied. In the event of such other entities or individuals ordering or using the labor or materials, it is agreed that both the Applicant and the other legal entities or individuals shall be obligated for all amounts due under the Agreement. The Applicant agrees to notify Johns Manville by U.S. Mail Certified Return Receipt Requested of any change in ownership that would change the party obligated by this debt. If the account is placed for collection, the Applicant further agrees to pay all costs and expenses of collection, including attorney's fees and expenses.

In applying my name to this statement (electronically or with a signature), the Applicant grants to Johns Manville full authority to check and to verify any information provided herein. In receiving such authority from the Applicant, Johns Manville does not undertake any obligation or duty to either investigate or to verify any of the information provided herein. The Applicant further agrees that Johns Manville may stop the manufacture or supply of any labor or materials when it, in its sole discretion, determines that the Applicant is in breach of this Agreement or any other contract with Johns Manville or Johns Manville has insecurity with respect to Applicant's creditworthiness, until payment is made and any dispute or insecurity has been resolved. Johns Manville may also raise or lower credit limits or credit terms, in its sole discretion, without notice.

Applicant(s):

DETWILER ROOFING
Name of Firm


Titus Detwiler (Jun 11, 2020 22:28 EDT)

titus@detwilerroofing.com

Titus Detwiler
Printed Name

President
Title

Jun 11, 2020
Date









JM Peak Advantage Agreement for DETWILER ROOFING

Final Audit Report

2020-06-12

Created:	2020-06-04
By:	Rebecca Moracco (rebecca.moracco@jm.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAARAQJa5Ozql_el_U_SnpAZLixq_nn_8F

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-  Signed document emailed to Jessica Anthony (jessicah@prarfg.com), Titus Detwiler (titus@detwilerroofing.com), Rebecca Moracco (rebecca.moracco@jm.com), Brian Mumpy (brian.mumpy@jm.com), and 1 more
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