



APPLICATION FOR PROFESSIONAL CERTIFIED APPLICATOR STATUS

Representative/Distributor Approval _____

SIMIX Approval _____

Business Name _____

Type of Business: Sole Proprietorship _____ Partnership _____ Corporation _____ LLC _____

Business Address: _____

E-mail address _____ Web site _____

Business Phone: (_____) _____ Fax No. (_____) _____

Year Business Established _____ Yearly Sales Volume: \$ _____

Executive Officers:

Name _____ Position _____

Brief Resume of Experience:

Name _____ Position _____

Brief Resume of Experience:

Name _____ Position _____

Brief Resume of Experience:

Number of Employees: Office _____ Sales _____ Laborers _____ Supervisors _____ TOTAL _____

General Vicinity Where Majority of Work Performed:

Type of Business: Roofing ____ Roof Cleaning ____ Paver installer ____ General Contractor ____ Pressure washing ____ Other ____

Explain Other _____

List Three Major Jobs:

Installation Name	City & State	Specifications	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Experience with Pressure washing and sealers: Types Used:

None ____ Minor ____ Regularly ____ Extensive ____

Certification or Approval From Any Other Manufacturer: Yes ____ No ____

If yes, Describe _____

Credit References – Three Major Suppliers – Company Name, Address, and Phone including area code:

State License Number

Name On License _____ Date Issued _____

City _____ County _____ State _____

Note: A copy of State License must be forwarded or attached

Insurance Carrier (Liability)

Name _____ Capacity \$ _____

Street _____ City _____ State _____ Zip _____

Note: An original certificate of insurance (ACCORD 25 Form) naming SIMIX SURFACE SOLUTIONS as certificate holder must be forwarded or attached.

Contractor agrees to have insurance carrier forward new certificate at each policy renewal or carrier change. See back page for minimum requirements.

Knowledge of SIMIX Products Came From:

Trade Show ____ Trade Magazines ____ Word of Mouth ____ Distributor ____ SIMIX Sales Rep/Agent ____ Internet ____ Other ____

Any Other Pertinent Information _____

Signature (must be an officer of company)

Title

Date

Print Name Clearly

Print Title Clearly

AGREEMENT BY AND BETWEEN SIMIX SURFACE SOLUTIONS, LLC AND PROFESSIONAL CERTIFIED APPLICATOR

1. SIMIX hereby appoints the Applicator as a **SIMIX PROFESSIONAL CERTIFIED APPLICATOR** with the non-exclusive right to install its SIMIX CLEANERS AND SEALERS in residential, commercial, and industrial applications.
2. SIMIX agrees to furnish the Applicator complete specifications, instructions and quality standards on proper application procedures for installing its SIMIX Cleaners and Sealers and from time to time SIMIX shall conduct training sessions for authorized Applicator.
3. Applicator agrees to conform and adhere to the specifications, instructions, Proper Coverage rates, quality standards and procedures furnished by SIMIX. Applicator further agrees to participate in training sessions conducted by SIMIX so as to remain abreast of the latest most current SIMIX advice and technology.
4. Applicator agrees that he will use only SIMIX materials and supplies in installations which the Applicator represents to be SIMIX systems insofar as SIMIX produces materials and supplies for such use and that materials and supplies which Applicator must otherwise use in such jobs shall be of suitable quality and durability for the application and must be pre approved by an authorized representative of SIMIX.
5. Applicator warrants that its employees possess the necessary skills, experience, and qualifications to perform their jobs in a workmanlike manner in accordance with the latest, best and generally accepted practices in the trade and will follow all safety requirements per OSHA.
6. Applicator agrees that SIMIX representatives will be granted access to Projects in which SIMIX systems are being installed at any time while the work is in progress so SIMIX may determine whether the application and work practices meet SIMIX's quality standards and conform to specifications, instructions and procedures.
7. As a SIMIX PROFESSIONAL CERTIFIED APPLICATOR, the Applicator shall have the benefit of promoting the fact that the completed project will be subject to the SIMIX warranty. However, Applicator acknowledges its understanding that final acceptance by SIMIX and issuance of the SIMIX warranty is contingent upon Applicator compliance with SIMIX's Warranty Program, as well as all other provisions of this Agreement.
8. In return for issuance of the SIMIX Warranty on project performed by Applicator, the Applicator agrees that for a period of two (2) years from the date any such installation is completed and accepted by SIMIX, the Applicator will provide the labor, at its own expense and at no charge to any other part, to make any repairs whether required at that time, or deemed necessary by SIMIX to insure the integrity of the SIMIX System over the warranty period; provided that such repairs are necessitated by faulty or improper installation.

(Continued)

9. The Applicator acknowledges that he is not a sales agent, employee representative or franchise of SIMIX and agrees he will not in any manner hold himself out to be performing the business of installing SIMIX Systems on commercial and industrial buildings and structures, and that the sole relationship created by this Agreement is a grant of the right by SIMIX to represent himself as authorized by SIMIX to install the SIMIX System by virtue of such appointment. The Applicator acknowledges he has no authority to make any representations, promises or agreements on behalf of SIMIX. The Applicator agrees that he will offer no guarantee or warranty when installing a SIMIX System beyond the commitment which Applicator makes herein.

10. The Applicator agrees not to use SIMIX trademarks, trade name, logotype, the name "SIMIX" either alone or in conjunction with other words, designs, or any other form in any manner confusingly similar to the SIMIX name or logotype in any corporate title, trade style, or business names, or in, on, or with any forms, printed material, business cards, signs or letterheads unless specifically authorized in writing by SIMIX to do so. The Applicator agrees to use SIMIX's established trademarks when referring to materials purchased from SIMIX. By virtue of this agreement, Applicator may represent in advertising and correspondence relating to the roofing systems that it is an PROFESSIONAL CERTIFIED APPLICATOR of "SIMIX SURFACE SOLUTIONS, LLC." and its brands OXI SEAL and OXI ONE.

11. Applicator agrees with regard to each job in which it undertakes to install a SIMIX system, that the Applicator will comply with all federal, state and any necessary licenses and bonds, pay all applicable taxes which are due from or assessable on Applicator's performance and discharge all liens which are attendant.

12. Notwithstanding anything to the contrary in this Agreement, SIMIX may decline to approve the SIMIX system for a particular application if from examination of job specifications, drawings and plans and inspection of the structure, in its sole discretion determines that its Surface will not provide a satisfactory service life in such application. SIMIX will not be bound to offer a warranty on any roofing system, nor shall SIMIX be responsible for any expense the Applicator may incur or make in anticipation of a SIMIX system warranty, unless and until, SIMIX approves in writing its system for the particular application.

13. The Applicator acknowledges that the warranty which is the subject of this agreement extends from SIMIX directly and solely to the building owner and not to the Applicator and Applicator may assert no claim under it except that it be issued to the building owner in accordance with the terms of this Agreement. The Applicator shall assert no claim on the basis of SIMIX materials and supplies produced by Simix beyond the applicable product warranty offered by SIMIX.

14. The Applicator agrees to indemnify and save SIMIX harmless from any claim for personal injury or property damage to the extent it is based on faulty or careless application, provided, however this shall not apply where the Applicator can show the application conformed in every respect with SIMIX procedures, techniques, specifications and instructions which were current at time of the installation. In furtherance of this contractual obligation, the Applicator agrees to obtain and maintain in effect throughout the term of this agreement liability insurance of a kind, in an amount and with an insurer satisfactory to SIMIX and upon request to furnish evidence of such insurance to SIMIX

15. This Agreement shall be effective for a period of one (1) year from the date first above written at which time it shall be automatically renewed, from year to year; provided, however, that either party at their option may terminate this agreement at any time during the initial term or any extension thereof, upon providing the other party written notice of their election to do so thirty (30) days beforehand. Any and all future commitments undertaken under this agreement which have not been performed as of the date of termination shall survive such termination and the parties agree that the provisions of this contract though otherwise a nullity shall be conclusive evidence of such binding commitment.

16. This agreement is highly personal in nature and it shall not be assignable by operation of law or otherwise.

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17. This Agreement encompasses the complete understanding between parties in the subject matter here of. There are no understandings between the parties other than as expressed herein and no evidence of contemporaneous verbal understandings shall be admissible to establish its meaning. Its terms and conditions shall override those contained in any writings exchanged between the parties and it shall not be modified except by mutually executed amendment. The failure of either party to assert any right or remedy provided herein, regardless of the incidence, shall not bar the assertion of such right or remedy thereafter. In any dispute arising under this Agreement, Wisconsin law shall be controlling, notwithstanding any conflict of law statute or decision to the contrary.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to become effective as of the day and year first above written.

This Section for Simix Approval Only
SIMIX SURFACE SOLUTIONS, LLC
by _____
Title _____

This section to be signed by applicant
COMPANY _____
By _____
Title _____

Signature must be officer of company

Processing Instructions for Application

- (1)** Form must be filled out completely, and properly signed by an officer of the company
- (2)** Final approval can only be granted upon receipt of this original form to SIMIX. Final approval will not be granted to faxed copies.
- (3)** The applicant's original certificate of insurance must accompany the application, or be forwarded direct to SIMIX Upon the instructions of the applicant. No photo copies or fax copies can be accepted for final approval.
- (4)** The applicant's State License must accompany the application, or be forwarded direct to SIMIX upon the Instructions of the applicant.
- (5)** Upon final approval, SIMIX will furnish a certificate bearing an assigned application number.

Revised April 2009

SIMIX SURFACE SOLUTIONS, LLC

Manufacturers of Cleaners and Sealers for All Surfaces

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Visit our web site at www.simixsolutions.com