



Owens Corning® Certified Energy Expert® Program Application

Office Use Only
ID# _____

Congratulations, you are applying to join the Owens Corning® Certified Energy Expert® Program (the Program), an industry-leading program designed to make you the first choice with builders and homeowners. Members of the Program meet very strict criteria, and only contractors that meet these criteria are eligible to participate in the Program. Our criteria and qualification screening are designed to restrict the Program to the most knowledgeable and capable construction professionals in the industry – those who are able to demonstrate, to the satisfaction of Owens Corning Insulating Systems, LLC (“Owens Corning”) and/or its affiliated entities, a full range of skills required to deliver a quality project, an exemplary track record of projects, and sufficient skills and experience to carry out projects in an exceptional manner. The criteria to become an Owens Corning® Certified Energy Expert® (“Contractor”) are:

- If an entity, must be duly organized, validly existing, and in good standing in the state of organization, and duly qualified to conduct business in all states where services will be rendered under the Program.
- Current business in operation under the same name for at least 3 years.
- Better Business Bureau standing satisfactory to Owens Corning and/or its affiliated entities.
- Hold general liability, workers’ compensation, automobile liability, and other insurance as required by the Owens Corning® Certified Energy Expert® Program Insurance Requirements.
- Hold any licenses required by federal, state, or local laws.
- No bankruptcy (personal or business) filed in the past 7 years.
- No adverse judgments or liens against your company in the past 5 years.
- A credit rating with Experian, or other credit reporting agencies, that is satisfactory to Owens Corning and/or its affiliated entities.
- Have a clear record with creditors.
- Provide two positive professional credit references.
- Provide two customer references.
- Adhere to Grade 1 insulation installation as defined by the Residential Energy Services Network (RESNET) and industry “good practices” and standards for customer service.
- Undergo an annual company audit, including submission of financial statements/information acceptable to Owens Corning.
- Complete all certifications and training as defined by Program requirements, which may change at the sole discretion of Owens Corning.
- Agree that, of your total fiberglass insulating purchases, at least sixty percent (60%) will be Owens Corning insulation products.
- Participate in the Certified Energy Expert® marketing program administered by a third-party marketing firm designated by Owens Corning for the promotion of Owens Corning Products as a Certified Energy Expert®. Each year in the Program, each Certified Energy Expert® must pay the cost of participation in the marketing program directly to the designated third-party marketing firm. For each calendar year, the cost of participating in the marketing program is Three Thousand Five Hundred and 00/100 Dollars (\$3,500.00), plus Two Thousand and 00/100 Dollars (\$2,000.00) per additional location. This amount is subject to change.
- Adhere to the Program Terms and Conditions, Trademark Requirements, and Insurance Requirements, which are incorporated by reference herein and expressly made a part hereof, and which, in their current form, immediately follow this Application.
- Achieve a minimum annual sales threshold of \$200,000 of Owens Corning® Insulation products.
- Have company presence at the annual Certified Energy Expert® National Meeting (must have representation at least once every 2 years).
- Complete all certifications and training as defined by Program requirements, which may change at the sole discretion of Owens Corning.
- Earn at least 7 out of 10 cumulative score across two annual CEE scorecard reviews.

In conjunction with your CEE membership, Owens Corning agrees to:

- Owens Corning Area Sales Manager and/or CEE Program Team Member will review CEE scorecard with each member twice per year (1st Half/ Full year) to recap utilization of the program, provide additional program support and capture feedback for Owens Corning.
- Owens Corning Area Sales Managers to conduct annual job site assessments of each member to assist all members in achieving Grade 1 results.
- Owens Corning CEE team to regularly add new training modules to Owens Corning University to support the needs and success of member crews and businesses.

Satisfaction of the above criteria does not guarantee membership in the Program. Owens Corning reserves the sole and unfettered right to make final membership decisions, and such decisions are not subject to challenge by an applicant or anyone else. By submitting this Application, the applicant acknowledges its understanding of the criteria and selection process and waives any and all claims related to the consideration of, or decision on, the Application, by Owens Corning. Once a member, all of the above requirements must be maintained on an ongoing basis or you will lose the right to participate in the Program.

Company Name _____ Year Company Started _____ Phone (____) _____ Fax (____) _____
 Street Address _____ City _____ State _____ Zip _____
 Owner of Company _____ Federal Tax No. or Owner’s Soc. Sec. No. _____
 Name of Primary Contact (if other than Owner) _____
 E-Mail _____ Cell Phone (____) _____
 _____% Remodeling Website URLs _____
 _____% New Construction

How do you purchase your insulation products? Direct ___ Through a distributor ___ Both ___ Please list distributor(s) _____

General Liability Insurance: _____
 Liability Limit _____ Insurance Company _____ Expiration Date _____

Contact Person _____ Phone _____ Policy No. _____

Workers’ Compensation: _____
 Liability Limit _____ Insurance Company _____ Expiration Date _____

Contact Person _____ Phone _____ Policy No. _____

_____Initial

Business Automobile Liability:

Liability Limit

Insurance Company

Expiration Date

Contact Person

Phone

Policy No.

NOTE: You agree to supplement insurance, if necessary, to comply with the minimum standards outlined under the Certified Energy Expert® Program Insurance Requirements.

Name

License Number

Issuing Jurisdiction

Expiration Date

I, _____ (Signature of Owner), certify that information supplied within is accurate to the best of my knowledge and that I am duly authorized and empowered to execute and deliver this Application, and enter into a binding agreement with, Owens Corning. I authorize Owens Corning and/or any of its affiliated entities to run a credit report on my business. I authorize my insurance agents to send certificates of coverage to, and my references to share pertinent information with, Owens Corning or any of its affiliated entities. I release them from all liability with respect to the information provided. I further release Owens Corning from all liability in the event that any information received as part of the application process, whether from the applicant or other sources, is disclosed to third parties.

IF AN APPLICANT IS APPROVED BY OWENS CORNING AND ACCEPTED INTO THE PROGRAM, AN AGREEMENT SHALL COME INTO EXISTENCE BETWEEN OWENS CORNING AND THE CONTRACTOR, THE TERMS OF WHICH WILL INCLUDE THE TERMS AND CONDITIONS, TRADEMARK REQUIREMENTS, AND INSURANCE REQUIREMENTS OF THE OWENS CORNING® CERTIFIED ENERGY EXPERT® PROGRAM, WHICH ARE SET FORTH IMMEDIATELY FOLLOWING THE SIGNATURE PAGE OF THIS APPLICATION (THE "AGREEMENT"). YOU ARE REQUIRED TO SIGN THIS PAGE AND ALSO TO INITIAL EACH OF THE PAGES OF THIS APPLICATION. BY SIGNING, INITIALING, AND SUBMITTING THIS APPLICATION, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO THE PROGRAM TERMS AND CONDITIONS, TRADEMARK REQUIREMENTS, AND INSURANCE REQUIREMENTS. IF YOUR APPLICATION IS ACCEPTED AND APPROVED BY OWENS CORNING, WE WILL SEND YOU WRITTEN CONFIRMATION OF YOUR APPOINTMENT AS AN OWENS CORNING® CERTIFIED ENERGY EXPERT®. YOUR PARTICIPATION IN THE PROGRAM WILL AT ALL TIMES BE SUBJECT TO THE PROGRAM TERMS AND CONDITIONS, TRADEMARK REQUIREMENTS, AND INSURANCE REQUIREMENTS.

Business/Credit References (2) (Required. Please include phone number.)

Customer References (2) (Required. Please include phone number.)

Name Phone

Name Phone

Name Phone

Name Phone

AGREED AND ACCEPTED

By: _____
Signature

Name: _____
Please Print

Title: _____
Please Print

Owens Corning Sales ASM Recommendation:

Owens Corning Insulating Systems, LLC Approval*:

ASM/Print Name

Print Name

Signature

Signature

*This Application cannot be submitted, and will not be accepted, without the approval of an Owens Corning Insulation Representative.

Please send application and check for \$3,500, plus \$2,000 for each additional location, made payable to:

**The Jakes Group
A Certified Energy Expert Provider
6715 Maplewood Avenue
Sylvania, OH 43560**

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OWENS CORNING® CERTIFIED ENERGY EXPERT® PROGRAM TERMS AND CONDITIONS

Background Statement: To promote the benefits of Owens Corning® insulation products and systems, Owens Corning Insulating Systems, LLC ("Owens Corning") has developed a program known as the "Owens Corning® Certified Energy Expert® Program" (the "Program"). Contractor desires to participate in the Program, and Owens Corning is willing to allow Contractor to so participate subject to the terms and conditions set forth below, as well as the trademark and insurance requirements that immediately follow the terms and conditions. For good and valuable consideration, the parties agree as follows:

1. **Contractor Qualification:** To determine Contractor's qualification to participate in the Program, Owens Corning will evaluate Contractor using screening criteria as established by Owens Corning in its sole discretion. Contractor acknowledges and agrees that Owens Corning will re-evaluate Contractor on a periodic basis to ensure that Contractor continues to qualify for participation in the Program. To facilitate such re-evaluation, Contractor agrees to submit such information as requested by Owens Corning, within five business days of request, as long as Contractor participates in the Program. Refusal or failure of Contractor to timely provide updated information as and when requested by Owens Corning may be grounds for termination from the Program.
2. **Contractor's Obligations:** As long as Contractor is a participant in the Program, Contractor shall, at its sole expense:
 - A. Obtain and maintain in full force and effect, during the entire term of this Agreement, insurance protecting Contractor against all loss, liability, or expense whatsoever for personal injury, death, or property damage, trademark violation, or any other claim arising out of or occurring in connection with Contractor's business, in amounts compliant with the Insurance Requirements of this Agreement, which minimum amounts and types of coverage may be revised and communicated to Contractor by Owens Corning from time to time. The current Insurance Requirements follow these Terms and Conditions and Trademark Requirements and are incorporated by reference herein.
 - B. Use best efforts to promote, advertise, market, and sell Owens Corning insulation products and systems that Owens Corning authorizes Contractor to install under the Program (collectively, the "Products").
 - C. Comply with all applicable building codes, federal, state, and local laws and regulations, and any permitting or licensing requirements governing the operation of Contractor's business and the installation of the Products.
 - D. Represent Owens Corning Products in a factually accurate manner, consistent with Owens Corning literature, samples, and www.owenscorning.com.
 - E. Install Products in accordance with the installation instructions and in a professional and workmanlike manner consistent with the highest industry standards.
 - F. Maintain an adequate and competent force of skilled Product installers.
 - G. Maintain good standing with the Better Business Bureau.
 - H. Respond to Owens Corning customer leads within forty-eight (48) hours, or such leads may be forwarded to another contractor. Failure to respond to customer leads may result in forfeiture of the privilege to receive leads.
 - I. Abide by such reasonable policies and procedures as may be implemented by Owens Corning from time to time that relate to the Program.
 - J. Complete all certifications and training as defined by Program requirements, which may change at the sole discretion of Owens Corning. There will be no fee associated with such certifications and training if provided by Owens Corning.
 - K. At least sixty percent (60%) of your total fiberglass insulation purchases must be Owens Corning insulation products.
 - L. Participate in the Certified Energy Expert® marketing program administered by a third-party marketing firm designated by Owens Corning, for the promotion of Owens Corning Products as a Certified Energy Expert®. Each year in the Program, each Certified Energy Expert® must pay the cost of participation in the marketing program directly to the designated third-party marketing firm, and the cost is subject to change. For each calendar year, the cost of participating in the marketing program is Three Thousand Five Hundred and 00/100 Dollars (\$3,500.00), plus Two Thousand and 00/100 Dollars (\$2,000.00) per additional location. This cost is subject to change at the sole discretion of Owens Corning.
 - M. Sell Products without misrepresentation or making any false or misleading statements.
 - N. If Contractor is an entity, remain in good standing in its state of organization and in each state where services are provided under this Agreement. Contractor will notify Owens Corning in writing in advance of any "change in control" of its ownership so that Owens Corning, in its sole discretion, may determine whether or not Contractor may remain in the Program.
 - O. Continually maintain a permanent place of business (e.g., no P.O. boxes) and telephone number, and keep Owens Corning apprised of any changes to such address and telephone number. Failure to keep updated records may be grounds for removal from the Program.
 - P. Conduct business in an ethical manner. Neither Contractor, nor its employees, agents, or subcontractors, shall engage in any conduct that has, or may reasonably be expected to have, an adverse impact on or impair the goodwill associated with the Program, marks, or Owens Corning or any of its affiliates.
 - Q. Achieve a minimum annual sales threshold of \$200,000 of Owens Corning® Insulation products.
3. **Owens Corning Obligations:** For any Contractor participating in the Program, Owens Corning shall provide the services and benefits offered by Owens Corning under the Program, which may be changed from time to time by Owens Corning at its sole discretion.

Owens Corning does not guarantee that any Contractor participating in the Program will receive a certain amount of business or sales as a result of such participation.

This Agreement does not create an exclusive arrangement or relationship between Owens Corning and any participating Contractor.
4. **Term/Termination:** The initial term of this Agreement shall be one (1) calendar year, or a portion of such calendar year if membership commences after January 1st of that calendar year ("Initial Term"). Following the Initial Term, this Agreement may be renewed for successive calendar year renewal terms, with submission of complete renewal paperwork and acceptance of same by Owens Corning (collectively, the "Term"). Provided however, either party may, at any time, provide the other with thirty (30) days, prior written notice of termination. Furthermore, should Contractor (or any of its locations) not adhere to the terms of this Agreement, Owens Corning may terminate that Contractor (or any of its locations) from this Agreement immediately upon providing written notice to Contractor of same. Should Contractor's participation in the Program terminate for any reason, Contractor understands and agrees that it shall no longer be authorized, and shall immediately cease, to represent itself as an Owens Corning® Certified Energy Expert® and shall immediately lose/forfeit all benefits of the Program, including but not limited to any unused Program funds. Contractor further waives, and releases Owens Corning from and against, any and all losses or damages that Contractor may claim in the event that Contractor's participation in the Program terminates or is terminated by any party, for any reason.
5. **Indemnity:** Contractor shall indemnify, defend, and hold Owens Corning, its parents and affiliated entities, and each of their officers, directors, employees, contractors, and agents harmless from and against any claims, liabilities, damages, costs, and expenses (including attorneys fees) for personal injury (including death at any time therefrom), property damage, and warranty claims, based upon any allegation that, or involving:
 - A. Contractor is an agent or employee of Owens Corning or any of its affiliates;
 - B. Contractor or its employees, agents, or sub-contractors were negligent or engaged in willful misconduct in performing work for their customers or otherwise breached the Program warranty, if any, provided to its customers;
 - C. Contractor or its employees, agents, or sub-contractors breached a contract or warranty (including specifically, but not limited to, the Owens Corning Limited Lifetime Warranty Certified Energy Expert® ("CEE") Program) with its customers;
 - D. The acts or omissions of Contractor or its employees, agents, or sub-contractors caused damage to the property of others or resulted in personal injury (including death at any time therefrom), or a warranty claim;
 - E. Contractor failed to comply with the terms of this Agreement or with applicable building codes, regulations or rules, best industry practices, licensure or permitting requirements, or any applicable federal, state, or local law;
 - F. Contractor performed any illegal act(s); or
 - G. Contractor made any misrepresentation about the Program or any Products to any of its customers.The obligations set forth in this paragraph 5, Indemnity, shall survive termination of this Agreement.
6. **Trademarks:** No license is granted or implied by this Agreement under, or for the use of, any trademarks or trade names owned or controlled by Owens Corning or any of its affiliated entities or in which Owens Corning or any of its affiliated entities has any rights, except as otherwise expressly provided by Owens Corning in connection with the Program. If Owens Corning does permit Contractor use of any marks related to the Program and Contractor decides to utilize such Program marks, in doing so, Contractor hereby explicitly agrees to any terms and conditions provided by Owens Corning related to their use. The current Trademark Requirements follow these Terms and Conditions and are incorporated by reference herein.
7. **Relationship of Parties:** Contractor is an independent contractor, and this Agreement does not create, in any manner or for any purpose whatsoever, an employer-employee, principal-agent, or fiduciary relationship. Contractor shall neither have the authority to create or assume any obligation on behalf of Owens Corning or any of its affiliated entities nor shall Contractor have authority to modify any warranty that may be offered by Owens Corning. Owens Corning does not have, nor shall it exercise, any control or direction over the method or methods by which Contractor or any subcontractors perform their respective services to customers.
8. **Disclosure of Certain Information to Third Parties:** Contractor acknowledges and agrees that Owens Corning or any of its affiliated entities shall have the right during the term of this Agreement to permit certain third parties with whom Owens Corning or any of its affiliated entities has a contractual or other business relationship to contact Contractor in order to promote their goods or services. Notwithstanding the foregoing, Contractor understands that Owens Corning does not endorse, represent, or warrant the accuracy of the content of any such forms of communication with Contractor. In the event that Contractor does not wish to permit any such third parties to contact Contractor, Contractor shall deliver written notice to Owens Corning addressed to the attention of Contractor Services Leader. Contractor releases and waives any and all claims against Owens Corning and each of its affiliated entities arising from any communication from third parties.
9. **Non-Assignment; Successors:** This Agreement shall be binding upon and shall inure to the benefit of each of the parties and its respective successors and permitted assigns. Contractor may not assign its rights or delegate its obligations hereunder.
10. **Severability:** If any provision of this Agreement is deemed invalid and unenforceable by any court of competent jurisdiction or under any statute, regulation, ordinance, executive agreement, or other rule of law, such provision shall be deleted or modified, but only to the extent necessary to comply with such ruling, statute, regulation, ordinance, agreement, or rule, and the remaining provisions of this Agreement shall remain in full force and effect.
11. **Choice of Law:** This Agreement shall be construed according to the laws of the State of Ohio without regard to its conflict of laws or any other provision of Ohio law that would require or permit the application of the substantive law of any other jurisdiction to govern this Agreement.

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OWENS CORNING® CERTIFIED ENERGY EXPERT® PROGRAM TERMS AND CONDITIONS

12. **Arbitration:** Any dispute or controversy between the parties arising out of or relating to this Agreement, including, without limitation, a dispute or controversy related to the construction of any provision or the validity or enforceability of any term or condition (including this paragraph) or of the entire Agreement, or any claim that all or any part of this Agreement (including this paragraph) is void or voidable, shall be submitted to arbitration, on an individual basis, before a single arbitrator in accordance with the Commercial Rules of Arbitration of the American Arbitration Association then in effect and at a location in Toledo, Ohio. Each party shall bear their own costs in any such proceeding. The decision of the arbitrator shall be final and binding upon the parties and may be enforced in any court of competent jurisdiction. To the fullest extent permitted by law, the parties irrevocably submit to the jurisdiction of such forum and waive any objection they may have to either the jurisdiction or venue of such forum.
13. **Miscellaneous:** This Agreement, together with any Program documents provided to Contractor by Owens Corning, sets forth the entire understanding of the parties hereto and constitutes the entire agreement between the parties with respect to the matters contained herein and supersedes all prior oral or written representations, proposals, correspondence, discussions, negotiations, and agreements. No change, modification, waiver, agreement, or understanding, oral or written, in any way purporting to waive or modify the terms hereof shall be binding upon Owens Corning, unless contained in a written document expressly described as an amendment to, waiver of, or extension of this Agreement, and unless such document is executed by an authorized representative of Owens Corning. A waiver by either party of any breach or failure to enforce any term or condition of this Agreement shall not in any way affect, limit, or waive such party's right at any time to enforce strict compliance with that or any other term or condition of this Agreement.

OWENS CORNING® CERTIFIED ENERGY EXPERT® PROGRAM TRADEMARK REQUIREMENTS

1. Subject to the terms and conditions set forth herein, Owens Corning Insulating Systems, LLC ("Owens Corning") through a license agreement between Owens Corning Intellectual Capital, LLC ("OCIC") and Owens Corning, gives Contractor a revocable, non-exclusive, non-transferable, non-sublicensable permission to use certain trademarks and logos as may be identified from time to time by Owens Corning (collectively, the "OC Marks") and a revocable, non-exclusive, non-transferable, non-sublicensable permission to use the PINK PANTHER™ character, sublicensed to Owens Corning through a license agreement between OCIC and MGM Consumer Products, a division of Metro-Goldwyn-Mayer Home Entertainment, Inc. as agent for the United Artists Corporation ("MGM"), solely in connection with the promotion of Owens Corning® Insulation Products in the Program in accordance with the terms and conditions of this Agreement, including, specifically, these Trademark Requirements. The permission herein extends only to Owens Corning® Insulation Products in the Program, and the Contractor shall not use or attempt to use or register any OC Marks or the Pink Panther™ or any confusingly similar trademark on any other products, goods, or services or in any other manner whatsoever.
2. The OC Marks and the PINK PANTHER™ can be used only in their approved format and cannot be altered in any way. Contractor shall display the OC Marks in the form and manner directed by Owens Corning and shall, where appropriate and where directed by Owens Corning, use the proper trademark or service mark notice, whether "TM," "SM," or "®," as Owens Corning may advise from time to time. Any use of the OC Marks by Contractor is subject to the prior review and written approval by Owens Corning and must be in accordance with the standards and specifications for such use prescribed by Owens Corning from time to time.
3. Contractor agrees not to use the OC Marks or the PINK PANTHER™ apart from the terms of this agreement and not to use any colorable imitation of the OC Marks or the PINK PANTHER™.
4. Contractor acknowledges that Owens Corning is the owner or licensee of the OC Marks and that all uses and goodwill thereof by Contractor shall inure to the benefit of Owens Corning. Contractor agrees that any additional intellectual property rights that are created through its use or exploitation of OC Marks shall also be the property of Owens Corning, or its affiliated entities, and Contractor agrees to assign all rights, title, and interest in any such rights created to Owens Corning, or its affiliated entities, at the request of Owens Corning, without additional consideration.
5. Contractor acknowledges that MGM is the owner of the PINK PANTHER™ and that all uses and goodwill thereof by Contractor shall inure to the benefit of MGM. Contractor agrees that any additional intellectual property rights that are created through its use or exploitation of the PINK PANTHER™ shall also be the property of MGM, and Contractor agrees to assign all rights, title, and interest in any such rights created to MGM at MGM's request, without additional consideration. The sublicense for the use of the PINK PANTHER™ character is subject to MGM's pre-approval for use and its senior priority security interest in the PINK PANTHER™ character. Contractor agrees to and acknowledges MGM's senior priority security interest in the PINK PANTHER™ character and shall not claim any rights therein. Any approval of the use of the PINK PANTHER™ character shall be only good for twelve (12) months.
- The PINK PANTHER™ character must always be used in conjunction with the Owens Corning trade name and/or logo, and solely in connection with Owens Corning® Products in the Program.
6. Contractor agrees to protect the OC Marks and PINK PANTHER™ from all forms of dilution, tarnishment, and disparagement attributable to any acts or omissions of Contractor. Contractor further agrees to refrain from any use or depiction of the OC Marks and PINK PANTHER™ that could cause them to be seen in a negative light, or associate with anything unsavory, immoral, or distasteful, or which could in any way harm the goodwill associated with OC Marks.
7. Contractor agrees to defend, indemnify, and hold harmless Owens Corning from and against any and all claims arising from or related to Contractor's use of the OC Marks and the Pink Panther™. This paragraph 7 shall survive the termination of this Agreement.
8. Contractor agrees to assist Owens Corning in the event of any dispute on the validity or enforceability of the OC Marks.
9. Contractor agrees not to challenge the title, validity, or enforceability of the OC Marks and/or PINK PANTHER™.
10. Contractor acknowledges that all of its rights to use the OC Marks and PINK PANTHER™ character are derived from this Agreement (including specifically these Trademark Requirements), and Owens Corning shall have the right at any time to withdraw the permission to use the OC Marks and PINK PANTHER™ character. Upon termination of the Program, or Contractor's termination from the Program, Contractor shall immediately cease and desist from use of the OC Marks and PINK PANTHER™ character in any manner and immediately either destroy or return to Owens Corning any and all items containing the OC Marks and/or the OC Marks used in conjunction with Contractor's name, marks, or business.
11. Owens Corning (directly or through its designee) will supply Contractor with the PINK PANTHER™ character images, and Contractor may use only those images provided to it by Owens Corning. Contractor agrees not to use PINK PANTHER™ character graphics without the prior approval of MGM and Owens Corning.
12. Contractor agrees to use the following notice in conjunction with the PINK PANTHER™ character and/or trademark:
THE PINK PANTHER™ & © 1964 – 2022 (or current year)
Metro-Goldwyn-Mayer Studios Inc. All Rights Reserved.
13. Contractor must submit all proposed uses of the PINK PANTHER™ character to Owens Corning, and Owens Corning will submit the proposed use to MGM for approval. Contractor may not use the PINK PANTHER™ character without receiving the approval of MGM. Any approval of the use of the PINK PANTHER™ character shall be good for twelve (12) months from the date of such approval only. The PINK PANTHER™ character must always be used in conjunction with the Program's logo, the Owens Corning trade name or logo, and solely to promote Owens Corning® Insulation Products and the Program.

OWENS CORNING® CERTIFIED ENERGY EXPERT® PROGRAM INSURANCE REQUIREMENTS

Contractor must maintain, and shall ensure that any and all of its contractors maintain, insurance coverage, through an insurance carrier rated A-VIII or better by A.M. Best, during the Term of the Agreement that meets any governmentally required minimums, as well as the following minimum requirements set by Owens Corning, and such insurance shall name Owens Corning and its affiliated entities as additional insured:

- a. **General Liability:** Coverage must include Premises-Operations, Products/Completed Operations, including a separate designated construction project General Aggregate limit that applies to each construction project, and that limit is equal to the amount of General Aggregate limit below and will be at least as broad as 1986 ISO Standard Policy forms.
- | | |
|---|-------------|
| General Aggregate | \$1,000,000 |
| Products/Completed Operations Aggregate | \$1,000,000 |
| Personal/Advertising Injury | \$1,000,000 |
| Each Occurrence | \$1,000,000 |
| Fire Damage (any one person) | \$50,000 |
| Medical Expense (any one person) | \$5,000 |
- b. **Business Automobile Liability:** Coverage must include all owned, non-owned, and hired vehicles:
- | | |
|------------------------------|-------------|
| Bodily Injury (per person) | \$1,000,000 |
| Bodily Injury (per accident) | \$1,000,000 |
| Property Damage | \$500,000 |
- c. **Workers' Compensation:** Contractor must provide Workers' Compensation insurance for its employees as required in the jurisdiction where the employees perform their work, and at benefit levels at or above those required by statute or otherwise in the jurisdiction.

Contractor shall provide a Certificate of Insurance to Owens Corning, evidencing the insurance coverages outlined above and further evidencing that Owens Corning and its affiliated entities have been named as additional insureds. Such Certificate of Insurance shall be updated annually, as well as any time a coverage change is made.