

CONTRACTOR LICENSING AGREEMENT



THIS AGREEMENT is made with effect as of _____ (the "Effective Date").

BETWEEN

CANADIAN URETHANE FOAM CONTRACTORS ASSOCIATION INC.

("CUFCA")

and

CONTRACTOR: Company Full Legal Name: _____
(clearly print Doing Business As/Trade Name: _____
this section) Address: _____
City, Prov, Postal Code: _____
Attn: Contact: _____

("Contractor Licensee")

WHEREAS CUFCA is a body dedicated to setting high standards for on-going professional practice in the spray polyurethane foam industry and certifies qualifying manufacturers, contractors, installers and suppliers to use its Certification Mark. Use of the CUFCA Certification Mark symbolizes that such parties have met CUFCA's standards of practice and regulation;

AND WHEREAS CUFCA has agreed to grant a non-exclusive license to the Contractor Licensee to use its Certification Mark on the terms and conditions set out in the this Agreement;

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. DEFINITIONS.

The following terms shall have the meanings set forth below:

1.1 **"Approved System"** means a spray applied rigid polyurethane cellular plastic thermal insulation system which meets the CAN/ULC S705.01 National Standard (which includes any amendments thereto or any National Standard that replaces or succeeds this standard), there being supporting documentation (including without limitation any CCMC evaluation report and a copy of all test reports that support the evaluation) which shall be provided to CUFCA on demand to prove compliance with this standard and the QAP.

1.2 **"CCMC"** means the Canadian Construction Materials Center, operated by the National Research Council Canada, Government of Canada, or its successor or assign.

1.3 **"Certification Mark"** means any certification mark(s) used, applied for or registered by CUFCA in accordance with the provisions of the Trademarks Act of Canada (or similar or successor legislation) which

CUFCA expressly confirms in writing to the Contractor Licensee as falling within the definition of Certification Mark under this Agreement. The Certification Mark includes "Canadian Urethane Foam Contractors Association Inc. & Design", Application No. 1304833 set forth in Schedule "A" hereto and any subsequent registration thereof, unless CUFCA advises the licensee to the contrary.

1.4 **"CUFCA"** means the Canadian Urethane Foam Contractors Association Inc.

1.5 **"CUFCA Site Quality Assurance Program" or "SQAP"** means a site quality assurance program developed and utilized by CUFCA, and which may be contracted to a third party provider to CUFCA. CUFCA is authorized to license qualifying manufacturers, suppliers, contractors, and installers, and to carry out the certification and licensing of installers, either directly or through a third party designate. The SQAP may be amended as directed by CUFCA from time to time.

1.6 **"Daily Work Records"** means a document containing all information relevant to the installation, storage and handling of spray polyurethane foam on a given day, including without limitation information about the job site, date, materials used, name of the installer, certification number, application conditions, environmental conditions, results of the testing completed on-site and whether the material used has been evaluated by a third party (for example CCMC), all being in a form and detail satisfactory to CUFCA. These Daily Work Records must be maintained by the Licensed Contractor for a period of no less than seven years.

1.7 **"Evaluated System"** means a spray applied rigid polyurethane cellular plastic thermal insulation system which meets the CAN/ULC S705.1 National Standard (which includes any amendments thereto or any National Standard that replaces or succeeds this standard), and which has also been evaluated by CCMC and issued a CCMC evaluation number.

1.8 **"Licensed Auditor"** means a person who has been trained and certified as an auditor by CUFCA (or its designate) in connection with the QAP or by a third party as approved by CUFCA, such Licensed Auditor having also entered into, with CUFCA, both a licensing agreement and an agreement that outlines professional conduct, scope of work and requirements when performing audits on behalf of CUFCA.

1.9 **"Licensed Contractor"** means an individual, partnership, corporation or other legal person who has, in the view of CUFCA or its designate, met all of the requirements of the CUFCA Quality Assurance Program applicable to spray polyurethane foam contractors and has signed a license agreement with CUFCA with respect to the use of the Certification Mark.

1.10 **"Licensed Installer"** means an installer of spray polyurethane foam who, in the view of CUFCA or its designate, has successfully completed the requirements for an installer as set out in the QAP and who has signed a license agreement with CUFCA with respect to the use of the Certification Mark.

1.11 **"Licensed Manufacturer"** means a manufacturer corporation who blends raw materials together to make spray polyurethane foam resin material and/or ISO (also known in the spray polyurethane foam industry as "A" component, Isocyanate and "B" component, Resin), who has agreed to comply with the CUFCA Quality Assurance Program (CUFCA having agreed to the manufacturer's use of same) in connection with its manufacturing practices and with respect to its materials and/or products. In order to be a Licensed Manufacturer, such person must also have entered into a licensing agreement with CUFCA with respect to the use of the Certification Mark.

1.12 **"Licensed Supplier"** means a corporation who purchases spray polyurethane foam systems material (also known in the spray polyurethane foam industry as "A" component, Isocyanate, and "B" component, Resin,) from a Licensed Manufacturer for distribution and sale to Licensed Contractors, and who has entered into a licensing agreement with CUFCA with respect to the use of the Certification Mark.

1.13 **"SQAP Licensing Organization"** means any such other entity designated by CUFCA from time to time that is authorized by CUFCA to carry out the training, licensing and certification of manufacturers, contractors, installers, suppliers and auditors under the SQAP.

1.14 **"Summary Record"** means a monthly listing of projects completed by the Licensed Contractor that includes information such as the date, project name, address, type of product used, who installed the materials, amount of materials used, daily work record number and density testing result.

1.15 **"Term"** has the meaning set forth in paragraph 2.1 below.

2. GRANT AND TERM

2.1 This Agreement shall commence on the Effective Date and shall continue until terminated by the parties in accordance with paragraph 7 hereof (the "Term").

2.2 Subject to the provisions of this Agreement and as long as the Contractor Licensee is not in default hereunder, CUFCA hereby grants to the Contractor Licensee the non-exclusive right, licence and privilege to use the Certification Mark in Canada during the Term in the manner and for the purposes set forth in this Agreement.

2.3 The Contractor Licensee shall not be entitled to sub-license to third parties any of its rights or obligations under this Agreement.

2.4 The parties each hereby confirm to the other that it has full power and authority to enter into this Agreement, and that in doing so (or carrying out any of its obligations hereunder) it is not violating the rights of any third party or any agreement by which it is bound.

3. CONTRACTOR LICENSEE

True and Accurate Representations

3.1 The Contractor Licensee represents and warrants that all information he/she/it has given to CUFCA (or its employees, agents or designates) under this Agreement, the Membership Agreement, and for licensing purposes under or in connection with the QAP, is true and correct, and acknowledges and agrees that CUFCA is relying on such representations and warranties in entering into this Agreement.

Proprietary to CUFCA

3.2 The Contractor Licensee acknowledges and agrees that the SQAP is a proprietary program of CUFCA and or its designated service provider, and he/she/it will not challenge such proprietary right during the Term or thereafter. The Contractor Licensee shall not use the SQAP (including without limitation any documents or materials relating thereto) for any purpose other than to carry out the terms of this Agreement. For greater certainty, and without limiting the generality of the foregoing, the Contractor Licensee may not use the SQAP for any other purpose nor may it, directly or indirectly, copy, distribute or make available the SQAP to third parties, without the prior written consent of CUFCA. The obligations set out in this paragraph survive the expiration or termination of this Agreement.

CUFCA Member and Compliance with Obligations

3.3 During the Term of this Agreement, the Contractor Licensee agrees that it shall be a member of CUFCA, and that it shall keep its membership in good standing for the duration of the Term. The Contractor Licensee also hereby confirms that he/she/it shall comply with the terms of his/her/its Membership Agreement with CUFCA for the duration of the Term.

3.4 The Contractor Licensee hereby undertakes to comply with all of the provisions of the SQAP applicable to Licensed Contractors for the duration of the Term, including without limitation with respect to its services where a Licensed Manufacturer has designated the SQAP as their quality assurance program for their Approved Systems and/or an Evaluated Systems. The Contractor Licensee agrees to conduct any and all

dealings involving an Approved System and an Evaluated System within the guidelines for ethical conduct set forth by CUFCA.

3.5 Without limiting the generality of the foregoing, the Contractor Licensee shall, all times during the Term, comply with all standards, specifications and requirements necessary to meet the then-current licensing requirements for contractors under the SQAP. The Contractor Licensee acknowledges and agrees that the QAP (including without limitation, the systems, programs, standards, requirements and methods relating thereto) may be amended from time to time, and CUFCA shall provide the Contractor Licensee with notice in writing of any such amendments. The Contractor Licensee shall forthwith comply with any such amendments.

Quality Control (Products and Licensing Requirements)

3.6 The Contractor Licensee will only install spray applied polyurethane foam materials which meet the CAN/ULC S705.1 Material Standard (or amendments thereto or any successor or replacement standard thereof) or which have received a CCMC evaluation number to any building which falls under the authority of the local building code or for any project where the contract documents require material to meet the CAN/ULC S705.1 Material Standard.

3.7 The Contractor Licensee shall meet all the requirements of the CAN/ULC S705.2 Installation Standard (or any amendments thereto or any successor or replacement standard thereof).

3.8 The Contractor Licensee shall meet all requirements as set forth by the Licensed Manufacturer of a spray applied rigid polyurethane cellular plastic thermal insulation system.

3.9 The Contractor Licensee will promote and install Approved Systems or Evaluated Systems in a professional manner. The Contractor Licensee shall not alter an Approved System and/or Evaluated System in any way, including by the addition of any colouring agent.

3.10 The Contractor Licensee shall use certified and licensed installers for the installation of Approved Systems and/or Evaluated Systems of spray polyurethane foam. There shall be at least one Licensed Installer used by the Contractor Licensee on each job site at all times.

3.11 The Contractor Licensee shall (and shall require that all of its installers, including Licensed Installers to) complete all requisite testing, inspections and Daily Work Records on a daily basis in accordance with the SQAP. The Contractor Licensee shall supply Licensed Installers with all documentation required to complete same. The Contractor Licensee shall review same daily for quality assurance purposes and shall submit all Daily Work Records or Summary Records to the SQAP Licensing Organization on a quarterly basis or upon request by CUFCA or the SQAP Licensing Organization. The Contractor Licensee shall retain all Daily Work Records for a period of no less than seven (7) years. Should such a request be made, the Contractor Licensee agrees to make Approved System and/or Evaluated System spray applied polyurethane foam Daily Work Records available to CUFCA or the QAP Licensing Organization within normal business hours and shall provide a copy of same by no later than five (5) days after receiving written notice from CUFCA.

3.12 The Contractor Licensee agrees and consents to CUFCA, the SQAP Licensing Organization or a Licensed Auditor, at the discretion of CUFCA, conducting any audit and/or reasonable investigation to investigate the Contractor Licensee's compliance with this Agreement.

3.13 Should CUFCA, the SQAP Licensing Organization and/or the Licensed Auditor identify any deficiencies with the work carried out by the Licensed Contractor, its employees or agents, the Licensed Contractor agrees to correct all such deficiencies to the satisfaction of the Licensed Auditor forthwith. The Contractor Licensee shall be responsible for any additional or further audit costs of CUFCA, the SQAP Licensing Organization and the Licensed Auditor to confirm that any such deficiencies have been corrected, including where such audits have been requested by third parties (for example owners, architects etc.).

Calculation of Fees

3.14 The Contractor Licensee shall report all projects, over the threshold established in the then-current CUFCA SQAP to CUFCA in writing, before the project commences. The Licensed Contractor agrees to notify CUFCA of the project schedule and details on any such projects.

3.15 The Licensed Contractor agrees to pay the required fees to CUFCA as outlined by CUFCA from time to time, including on behalf of Licensed Installers where directed to do so. The Licensed Contractor agrees that his/her/its license can be suspended and/or terminated if any invoices are outstanding past 90 days from the date of the invoice.

3.16 The Contractor Licensee will provide to CUFCA, on a quarterly basis, the total amount of all spray applied polyurethane foam or spray applied polyurethane foam materials or products purchased by each CUFCA member (such information to be specified in kilograms unless otherwise stated in writing by CUFCA); such report to identify the CUFCA member, the products sold and the total amount of kilograms that are bought by Licensed Contractors or others, the quantity of such products, as well as the selling price (exclusive of taxes). The Contractor Licensee acknowledges and agrees that this information will be used by CUFCA to calculate payments due from the Contractor Licensee to CUFCA under the Membership Agreement.

3.17 The Licensed Contractor hereby confirms and undertakes to authorize the Licensed Manufacturer and/or Licensed Supplier to provide notification to CUFCA, on a quarterly basis, of his/her/its total purchases of spray-applied urethane foam system materials.

3.18 In accordance with the terms of the SQAP, the Contractor Licensee shall provide a two- year warranty of the installation of spray polyurethane foam. Terms and conditions of such warranty are to be provided by the Contractor Licensee to purchasers at the time of sale. CUFCA shall be provided with a copy of the Contractor Licensee's standard warranty.

3.19 The Contractor Licensee shall forthwith, upon request from CUFCA, provide such further or other information as CUFCA may require from time to time with respect to the Contractor Licensee, its products, processes, procedures, warranty programs, or otherwise (including access to its books and records, Approved Systems, Evaluated Systems) as reasonably required to assess compliance with this Agreement (including without limitation with respect to the SQAP). CUFCA shall also have a right of access to any premises, facilities or job sites of the Contractor Licensee during normal business hours to conduct any inspection or review with respect to compliance with the provisions of this Agreement or the SQAP. The Contractor Licensee shall cooperate fully with CUFCA, in good faith, with respect to any such assessment.

Additional Requirements - Conduct

3.20 The Contractor Licensee will notify CUFCA or the SQAP Licensing Organization of any breaches to this Agreement, which are made by him/her/it, or, to his/her/its knowledge, by a Licensed Manufacturer, a Licensed Supplier, other Licensed Contractors or a Licensed Installer.

3.21 The Contractor Licensee will not provide or otherwise communicate, directly or indirectly, to any third parties any information or make any statements which have specifically been communicated to the Contractor Licensee by CUFCA or the SQAP Licensing Organization, verbally or in writing, as being incorrect or not meeting the standards of professional conduct set or determined by CUFCA.

Regulatory Requirements

3.22 The Contractor Licensee shall be responsible for obtaining all licenses, permits, consents and approvals which are required by all applicable governmental or other regulatory authorities with respect to its business, products or the subject matter of this Agreement, including without limitation the operation of its business or in connection with the development, manufacture, distribution or sale of its materials, products or services. The Contractor Licensee shall provide CUFCA with copies of all such consents or approvals.

3.23 The Licensed Contractor agrees to abide by all federal, provincial, and local regulations dealing with the transportation, storing, handling, and installation of a spray applied rigid polyurethane cellular plastic thermal insulation system, including all health and safety regulations for the certified installers.

4. CONTRACTOR LICENSEE'S USE OF CERTIFICATION MARK

4.1 The Contractor Licensee agrees to use no other certification mark other than the Certification Mark to identify themselves as a Licensed Contractor or his/her/its product as an Approved System or Evaluated System. The Contractor Licensee will use the Certification Mark only in the manner expressly approved by CUFCA and only in association with the general class of services carried on by the Contractor Licensee for the installation of spray-applied rigid polyurethane cellular plastic thermal insulation.

4.2 The Contractor Licensee shall provide CUFCA with copies of all materials, documents, packaging, advertisements and otherwise bearing the Certification Mark, in advance of any use or distribution of same. Any failure of CUFCA to comment shall not be interpreted as a consent for such use. Should CUFCA communicate any objection to any uses of the Certification Mark, the Contractor Licensee shall immediately cease use of same in accordance with CUFCA's demand. The Contractor Licensee will use the Certification Mark only in the manner authorized under this Agreement and only in association with authorized materials, products or Approved or Evaluated Systems.

4.3 No advertising by the Contractor Licensee shall contain any statement or material which may, in the sole judgment of CUFCA, contain objectionable language, be in bad taste or be inconsistent with CUFCA's public image of a first class professional organization representing high standards of safety, conduct and professionalism in the spray polyurethane foam industry.

4.4 The Contractor Licensee agrees not to use the Certification Mark in any manner calculated to represent that the Contractor Licensee is the owner of such mark or that the Contractor Licensee is anything other than a licensed user of the mark. The Contractor Licensee further acknowledges that CUFCA's Certification Mark is the sole and exclusive property of CUFCA, its successors and assigns, and agrees that during the term of this Agreement and thereafter he/she/it will not dispute or contest the validity or enforceability of the Certification Mark, including without limitation any amendments thereto or future marks forming part of the Certification Mark, nor counsel or procure or assist anyone else to do the same, directly or indirectly. The Contractor Licensee shall not during the Term of this Agreement or thereafter register or attempt to register, directly or indirectly, any business or trade name or trade-mark that is confusingly similar with the Certification Mark(s).

4.5 The Contractor Licensee agrees that any and all rights that may be acquired by the use of the Certification Mark by Licensee shall enure to the sole benefit of CUFCA as licensor.

4.6 The Contractor Licensee agrees to forthwith provide all necessary information and to execute all papers reasonably requested by CUFCA to effect the registration, maintenance or defence of the Certification Mark or to renew same. This obligation shall survive any termination or expiration of this Agreement, for any reason.

4.7 The Contractor Licensee shall immediately notify CUFCA of any apparent or actual infringement or challenge to CUFCA's Certification Mark, and the Contractor Licensee will not communicate with any other person other than CUFCA in connection with any such infringement, challenge, or claim. The Contractor Licensee shall cooperate with CUFCA (and assist CUFCA, upon reasonable request) with respect to the prosecution of any litigation relating to such infringement or the challenging of the Certification Mark. CUFCA shall, in its discretion, make any and all decisions with respect to such litigation (or the settlement of any disputes) and CUFCA shall be solely entitled to any awards made on account of such litigation.

5.0 OWNERSHIP AND MARKING

5.1 The Contractor Licensee acquires no right, title or interest in or to the Certification Marks except as expressly provided in this Agreement. The Contractor Licensee shall at all times observe the requirements

with respect to trade-mark notices and other forms of marking with respect to the Certification Mark as CUFCA may from time to time, in its sole discretion, direct and communicate to the Contractor Licensee. Licensee shall, when using the Certification Mark, so describe the Certification Mark to indicate clearly that the mark is owned by CUFCA and that it is being used by the Contractor Licensee under licence.

5.2 The Contractor Licensee shall ensure that any and all cheques, letterhead, contractual documents, or writings of any nature, will not directly or indirectly state that CUFCA or the QAP Licensing Organization is responsible or liable in any way for the obligations or responsibilities of the Contractor Licensee.

6. CUFCA'S OBLIGATIONS

6.1 CUFCA will provide a directory of Licensed Manufacturers, Licensed Suppliers, Licensed Contractors and Licensed Installers for use by the Licensed Manufacturer solely in connection with its obligations under this Agreement. Any other use is strictly prohibited. This directory may be updated by CUFCA from time to time.

6.2 Provided that the Contractor Licensee is meeting its obligations under this Agreement, upon request CUFCA will provide the Contractor Licensee with a CUFCA Certificate, which will show the contractor as being in good standing.

7. BREACH AND TERMINATION

7.1 This Agreement may be terminated by the Contractor Licensee on any anniversary date of this Agreement by providing CUFCA with four (4) months advance written notice of its intention to terminate its CUFCA membership and this Agreement.

7.2 CUFCA may terminate this Agreement at anytime by providing four (4) months advance written notice to the Contractor Licensee.

7.3 The Contractor Licensee agrees that his/her/its license can be suspended or terminated by CUFCA immediately, in its discretion, if the Contractor Licensee is found, by CUFCA, acting reasonably, to be in default or breach of any of its obligations under this Agreement, the Membership Agreement or of any requirements under the SQAP.

7.4 Without limiting the generality of the foregoing, the Contractor Licensee shall be deemed to be in default under this Agreement:

- (a) the Contractor Licensee is in default of any of its obligations under this Agreement, the Membership Agreement, or the applicable licensing standards under the SQAP;
- (b) the Contractor Licensee makes a general assignment for the benefit of creditors or a proposal arrangement under the *Bankruptcy and Insolvency Act* (Canada) or any successor legislation (the "Act"), if a petition is filed against the Contractor Licensee under the Act, if Licensee shall be declared or adjudicated bankrupt, if a liquidator, trustee in bankruptcy, custodian, receiver, receiver and manager or any other officer with similar powers shall be appointed of or for the Contractor Licensee or if the Contractor Licensee shall commit any act of bankruptcy or insolvency or consents to the institution of such appointment or proceedings or admits in writing its inability to pay debts as they become due except to the extent that CUFCA's right to terminate may be limited by the Act;
- (c) the Contractor Licensee transfers or attempts to transfer this Agreement or any rights hereunder to any person without the prior written consent of CUFCA;
- (d) if there is any change in the registered or beneficial ownership of the issued capital stock of the Contractor Licensee, or the sale of substantially all of the assets of the Contractor Licensee,

without CUFCA having first given its written consent thereto (where the Contractor Licensee is a corporation); or

- (e) the Contractor Licensee's membership in CUFCA under the Membership Agreement is terminated, for any reason.

7.5 Should CUFCA elect to impose a suspension rather than a termination, giving the Licensed Contractor an opportunity to cure the default, it shall notify the Contractor Licensee in writing of the default, the suspension of license and membership, the default to be remedied and the period granted to the Contractor Licensee to correct any such default, failing which CUFCA may, in its discretion, terminate the Membership Agreement, this Agreement, and the SQAP. Should a suspension be imposed, any fees due and payable to CUFCA must be paid in full prior to the re-instatement of any suspended Contractor Licensee.

7.6 In the event of a suspension, or should this Agreement be terminated for any reason, the Contractor Licensee shall immediately:

- (a) cease to use, directly or indirectly, the Certification Mark(s) and the SQAP, in any manner and for any purpose whatsoever;
- (b) remove the Certification Mark(s) and any reference to the SQAP from any and all materials, including without limitation packaging, signs and advertisements, under its custody or control upon which the Certification Marks or reference to the SQAP appears, and shall deliver up same to CUFCA upon request;
- (c) immediately pay to CUFCA all fees, amounts and other charges as are or have become due and payable; and
- (d) immediately cease to and thereafter not, directly or indirectly, hold itself out as a licensee of CUFCA or the SQAP Licensing Organization.

7.7 The Contractor Licensee agrees that the requirements set forth in paragraph 7.6 are reasonable and necessary to protect the integrity of the Certification Mark and that these requirements are enforceable by injunction, including without limitation interlocutory injunction, by any court of competent jurisdiction.

8. INDEMNITY AND RELEASE

8.1 The Contractor Licensee acknowledges that while CUFCA has made its best effort to carry out its SQAP and the licensing program, neither CUFCA, nor its directors, officers, agents, employees, nor the SQAP Licensing Organization, shall be responsible to the Contractor Licensee or any third party for any loss, cost, damage, liability or claim howsoever occasioned, whether by act, omission, failure to act, negligence, or willful conduct, in respect of the services, materials or products of the Contractor Licensee, or the use and delivery of the CUFCA Quality Assurance Program in connection therewith. The Contractor Licensee shall hold CUFCA, its directors, officers, agents, employees and the SQAP Licensing Organization harmless from any claims relating thereto.

8.2 Without limiting the generality of the foregoing, CUFCA shall not be obligated or liable for any injury or death of any person or damage to any property caused by or relating to the services, materials, or products used or provided by the Contractor Licensee. The Contractor Licensee undertakes to hold appropriate and adequate insurance to cover its liability.

8.3 The Contractor Licensee covenants and agrees that in no event is CUFCA, the Licensing Organization or any authorized representative, liable for any loss, cost or damage that may be suffered by the Contractor Licensee by virtue of his/her/its license or the suspension or termination of his/her/its license.

9. GENERAL

9.1 The Contractor Licensee is and will at all times remain an independent contractor and is not and shall not represent itself to be the agent, joint venturer or partner of CUFCA. No representations will be made or acts taken by the Contractor Licensee which could establish any apparent relationship of agency, joint venture or partnership and CUFCA shall not be bound in any manner whatsoever by any agreements, warranties or representations made by the Contractor Licensee to any other person or with respect to any other action of the Contractor Licensee.

9.2 This Agreement shall be interpreted and construed in accordance with the laws of the Province of Ontario and Canada applicable hereto and the parties irrevocably attorn to the jurisdiction of the Courts of Ontario with respect to any dispute relating hereto.

9.3 All notices under this Agreement shall be in writing and shall be sent by prepaid courier, certified post, facsimile or served personally. If sent by courier or certified post, service shall be deemed to have been made on the second day following delivery of the notice by the transmitting party to the courier or Canada Post. Any Notice transmitted by facsimile shall be deemed given and received on the first business day after its transmission. Unless changed in writing, CUFCA's address for the purpose of notice is: 3200 Wharton Way, Mississauga, ON L4X 2C1, Fax No. (877) 416-3626; for the licensee, it will be the address listed at the top of this document, unless CUFCA is otherwise notified in writing.

9.4 This Agreement represents the entire agreement between the parties and no representation, warrant or condition shall apply hereto unless expressed herein in writing. This Agreement may not be amended except by written agreement executed by the parties.

9.5 In this Agreement, the masculine singular includes the feminine singular, the neuter and all plural forms thereof.

9.6 The headings herein are inserted for convenience of reference only and do not affect the interpretation of any provision of this Agreement.

9.7 The failure of CUFCA to exercise any right, power or option given hereunder or to insist upon the strict compliance with the terms and conditions hereof by the Contractor Licensee shall not constitute a waiver of the terms and conditions of this Agreement with respect to that or any other or subsequent breach thereof nor a waiver by CUFCA of its rights at any time thereafter to require strict compliance with all terms and conditions hereof including the terms or conditions with respect to which the Contractor Licensee has failed to exercise such right, power or option.

9.8 If any provision of this Agreement is declared invalid, illegal, or unenforceable by a court of competent jurisdiction such provision shall be severed from the Agreement and all other provisions of the Agreement shall remain in full force and effect.

9.9 Time is of the essence of this Agreement

9.10 This Agreement may be executed by the parties in separate counterparts, each of which will be deemed to constitute an original, but all of which together will constitute one and the same Agreement. This Agreement will be considered to be fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart. This Agreement and those contemplated herein may be executed and delivered by facsimile signatures and will be binding on all parties hereto as if executed by original signature and delivered personally.

9.11 This Agreement shall enure to the benefit of and be binding upon CUFCA and the Contractor Licensee and their respective successors and permitted assigns. This Agreement contains the entire Agreement between the parties in respect of its subject matter and supersedes all earlier agreements, understandings, negotiations and discussions, whether verbal or written. There are no conditions, covenants, agreements,

representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as herein provided.

THE PARTIES HAVE DULY EXECUTED THIS AGREEMENT on the date first written above.

COMPANY Full Legal Name (print): _____

Per: _____ Print Name: _____
Authorized Signing Officer signature

Date: _____

SCHEDULE "A"



For CUFCA office use only

CANADIAN URETHANE FOAM CONTRACTORS ASSOCIATION INC.

Per: _____
Authorized Signing Officer

Print Name: _____ Date: _____