

This document is an agreement between Sierra Pacific Windows and an approved Sierra Pacific Select Remodeler (SPSR)

	This document is an agreement between Sterra Pacific Windows and an approved Sterra Pacific Select Remodeler (SPSR).
	The SPSR shall have a current contractor's license from their State to perform construction and remodeling services. (Attach Copy)
,	There shall be no lawsuits or claims against their license. All bonds and liability insurance coverage will be the sole responsibility of the SPSR(Please see Insurance Requirements Page and attach a copy of Insurance Certificate)
,	The SPSR's Worker's Compensation account should be current with no workplace or compliance violations
	The SPSR will clearly identify themselves as an independent entity from Sierra Pacific Windows and their State Contractors License number shall appear on all print and online material in accordance with state law.
	Sierra Pacific Windows will allow use of the SPSR logo on business cards, contractor's website, apparel, vehicles and contractor's social media sites for the duration of the current agreement.
	The SPSR will terminate use of the SPSR logo upon expiration of the current agreement.
	The SPSR is responsible for their own business development and promotion. Sierra Pacific Windows makes no guarantee of potential income as a participant in this program
	The SPSR is responsible for screening, hiring, and supervision of their employees and assumes full responsibility for the conduct and capability of their employees.
	The SPSR will complete sales training, as outlined by Sierra Pacific Windows, that will enable them to present Sierra Pacific Windows product options most suitable to the end user's specific use.
	The SPSR will maintain a working knowledge of product and on-line resources
	The SPSR is responsible for the accuracy of information provided to end users.
	The SPSR will complete installation training as outlined by Sierra Pacific Windows.
	The SPSR will follow Sierra Pacific Windows installation instructions and take guidance from Sierra Pacific Windows' installation manager.
	Upon request of Sierra Pacific Windows, the SPSR will accommodate job site evaluations with Sierra Pacific Window installation manager and incorporate feedback into best practices.
	The SPSR will assume full responsibility for defects in installation and any resulting damage to Sierra Pacific Windows product and/or surrounding structure.
,	The SPSR is required to offer a minimum of 10 years labor warranty against installation defects or improperly installed products.
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	Signature Company Name Date
	This agreement shall remain in effect until which time termination is requested in writing for any reason by either party. At termination of agreement, Remodeler agrees and acknowledges that it may not hold itself out as a current SPSR and will no longer be entitled to utilize the logo nor receive any Member Benefits. Sierra Pacific Windows can terminate the agreement at any time as a result of unsatisfactory end user feedback or substandard installation practices.



Required Insurance

SPSR shall have and maintain insurance, as set forth in this article, from any company or companies lawfully authorized to do business in the jurisdiction in which the project is located and maintain such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of, result from or may be in any manner connected with the execution of SPSR's work. SPSR agrees to procure and maintain the following minimum insurance coverage and limits of liability for all time periods it is a SPSR:

- 1. Workers' Compensation Insurance with policy limits and wording as required by applicable law.
- 2. Commercial General Liability
 - a. \$1,000,000 each occurrence.
 - b. \$2,000,000 aggregate (applicable on a per project basis).
- 3. \$2,000,000 products/completed operations aggregate.
- 4. \$1,000,000 personal and advertising injury combined single limit per occurrence.
- 5. Commercial Automobile Liability \$1,000,000 each accident.

Commercial General Liability insurance required under this paragraph shall be written on an occurrence form and shall include coverage for:

- 1. Products/completed operations (extending a minimum of two years after final acceptance of each project).
- 2. Broad Form Property Damage including Completed Operations, Personal Injury with Employment Exclusion, if any, deleted.
- 3. Blanket XCU and Blanket Contractual Liability insurance applicable to SPSR's obligations hereunder.
- 4. Commercial Automobile Liability insurance required under this paragraph shall also include coverage for all owned, hired and non-owned automobiles. SPSR shall procure an endorsement in a form acceptable to SPW on its Commercial General Liability (including product/complete operations coverage), Commercial Automobile Liability, and Umbrella/Excess Liability, if any, policies adding SPW and SPI as additional insureds under said policies. Such additional insurance coverage shall be primary insurance and not excess over, or contributing with, any insurance purchased or maintained by SPW or SPI. SPSR shall waive subrogation to the benefit of SPW and SPI on the Workers' Compensation, Employer's Liability, Commercial General and Auto Liability policies. A Certificate of Insurance, or other appropriate document, indicating that SPW and SPI are additional insureds must be provided to SPW each year. Inclusion of SPI and SPW as additional insureds does not reflect any acknowledgement by either entity that it is responsible for acts undertaken by SPSR, but is intended to reflect the current business reality that claimants often assert claims, that are drafted to include additional parties and entities, even though such parties are without liability.

Renewal certificate shall be provided to SPW not less than 10 days prior to the expiration date of any of the required policies. All certificates of insurance shall be issued on a form agreeable to SPW and shall provide satisfactory evidence that SPSR has complied with all insurance requirements. SPSR's performance of work without fully complying with the terms of this article shall in no way be construed as a waiver by SPW of the SPSR's obligations to fully comply with the terms of this article.

