



CEDAR SHAKE & SHINGLE BUREAU

The Recognized Authority Since 1915



APPLICATION FOR CERTI-GUARD® MEMBERSHIP

The undersigned hereby applies for membership in the Cedar Shake and Shingle Bureau ("CSSB"), and hereby agrees to comply with the By-Laws of CSSB now in existence, or which may hereinafter be enacted, and with all rules and regulations adopted pursuant thereto, and to pay all dues and contributions required by said By-Laws or established thereunder.

The following information concerning the business of the undersigned is submitted for the consideration and records of CSSB. Please type or print clearly:

Name of Company

Street Address/P.O. Box

City and State or Province	Zip or Postal Code	E-Mail or Web Site
Principal or Contact	Telephone	Fax

IF ACCEPTED PLEASE PRINT HOW YOUR MEMBERSHIP CERTIFICATE SHOULD READ:

Type of Business:

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Corporation
- ☐ Subsidiary
- ☐ Other: _____

Number of treating plants operated by applicant and where located

ACTUAL PHYSICAL Location (brief directions if necessary)

Please provide the following information for the approved Q.C. agency that inspects your treating process.

Name of Agency _____

Street Address/P.O. Box _____

City and State or Province	Zip or Postal Code	E-Mail or Web Site
Contact Name	Telephone	Fax
Active ICBO ES Evaluation Report Number	Date Report Issued	

Has the applicant firm or any of its subsidiaries, its parent companies or any of its principals applied to the Cedar Shake and Shingle Bureau for membership in the past?

Yes ☐

No ☐

If yes please include the details on a separate sheet.

FOR CURRENT MEMBERSHIP FEES/DUES, PLEASE CONTACT OUR OFFICE.

The Applicant firm certifies that the information provided in this application is accurate and complete to the best of its knowledge.

Dated this _____ day of _____, 20 ____

Company Name _____

Principal (Print Name) _____ Signed _____

Note: Only Certi-labeled products manufactured by members of the Cedar Shake and Shingle Bureau qualify for Certi-Last® or Certi-Guard® labeling.

In its sole discretion, the CSSB reserves the right to deny membership applications.

PLEASE RETURN THIS FORM TO:



**Cedar Shake &
Shingle Bureau**

Cedar Shake & Shingle Bureau

Cdn. Address
7101 Horne St
Mission, BC V2V 7A2

US Address
PO Box 1178
Sumas, WA 98295-1178

Tel:604-820-7700

Fax:604-820-0266

www.cedarbureau.org

email: membership@cedarbureau.com

CERTI-GUARD AGREEMENT

This Certi-Guard Agreement ("Agreement") is entered into on _____ (Date)
 between the Cedar Shake & Shingle Bureau ("CSSB") and _____ ("Treater").

RECITALS

A. CSSB is the owner of the mark Certi-Guard (the "Mark"), and Treater wishes to produce, market and sell CSSB-certified cedar shakes and shingles that are pressure-impregnated with fire-retardant treatments ("Treated Products") and bear the Mark and to use the Mark and CSSB's logo, brochures, and other promotional and marketing materials and methods.

B. CSSB is willing to permit Treater to use the Mark and CSSB's logo, brochures, and other promotional and marketing materials and methods in accordance with the terms and conditions of this Agreement.

AGREEMENT

THEREFORE, CSSB and Treater agree:

1. Term. Unless terminated earlier as provided herein, the term of this Agreement ("Term") is one (1) year beginning on the date specified above. This Term shall be renewed for one (1) year automatically each succeeding year unless either party gives written notice of termination at least sixty (60) days prior to expiration of the applicable annual Term. In the event Treater gives written notice of termination, Treater must comply with all of CSSB By-Laws, policies, rules and regulations, as amended or in effect from time to time, and all terms and conditions herein, including payment of dues, inspection, and audit requirements or provisions, before said termination shall be effective.

2. Dues. Treater shall pay membership dues to CSSB for use of the mark and maintain its CSSB membership in good standing in accordance with CSSB's By-Laws, policies, rules and regulations, as amended or in effect from time to time.

3. Grant. Subject to Treater's compliance with all of CSSB's By-Laws, policies, rules and regulations, as amended or in effect from time to time, which are incorporated herein by this reference, and all terms and conditions of this Agreement, CSSB hereby grants to Treater the non-exclusive right to use the Mark and CSSB's logo, brochures, and other promotional and marketing materials and methods, solely in the marketing and sale of Treated Products during the Term of this Agreement.

4. Ownership. Treater acknowledges that CSSB owns all right, title and interest in and to the Mark and all attendant goodwill, and to CSSB's logo, brochures, and other promotional

and marketing materials and methods, and that Treater has no right to use the Mark or CSSB's logo, brochures, or other promotional and marketing materials and methods, except with the permission of CSSB and in accordance with the terms and conditions of this Agreement. Further, Treater acknowledges that it will acquire no interest in or right to use the Mark or CSSB's logo, brochures, and other promotional and marketing materials and methods, other than that granted herein.

5. Use of Mark and Logo. Treater shall print, publish or use the Mark and CSSB's logo only in compliance with graphic standards established by CSSB, or using materials provided by CSSB. Treater shall use the Mark and CSSB's logo, brochures, and other promotional and marketing materials and methods, only on, or solely in connection with the marketing, promotion, distribution and sale of, Treated Products. Treater represents and warrants that it will not use the Marks, or CSSB's logo, brochures, or other promotional or marketing materials, except on, and solely in connection with the marketing, promotion, distribution and sale of, Treated Products. Treater acknowledges that the quality of the Treated Products marketed and sold by Treater using the Mark or CSSB's logo is critical to the reputation and goodwill associated with the Mark and logo.

6. Minimum Treatment Standards. Treater shall use the Mark only on, or in connection with the marketing, promotion, distribution and sale of, cedar shakes and shingles (i) treated in compliance with the International Conference of Building Officials Evaluation Service, Inc. ("ICBO-ES) Acceptance Criteria for Fire-Retardant-Treated Wood Roof Systems, AC107, as may be adopted or amended by the International Code Council Evaluation Services, Inc. ("ICC-ES") (the "Acceptance Criteria"), and (ii) which conform with International Building Code Section 1505 (the "IBC Standards"). Treater acknowledges that the quality of Treated Products marketed and sold by Treater under the Mark is critical to the reputation and goodwill associated with the Mark.

7. Treated Products. Treated Products marketed and sold by Treater must be produced by Treater from and using Number 1 grade wood shakes and shingles that conform to the grading standards of CSSB and that have been manufactured by a CSSB member and certified under CSSB's Certi-label program.

8. Inspection and Audit. Treater agrees to provide financial information to CSSB in order for it to evaluate the creditworthiness and financial condition of Treater, and to permit CSSB, or its authorized representative, to enter and remain on Treater's premises at any time during regular business hours in order to inspect Treater's plant, facilities, inventory, documents, records, treating process and procedures, and to take samples of Treated Products or other shakes and shingles marketed, manufactured, treated or sold by Treater, for the purpose of testing for, or auditing compliance with, the Acceptance Criteria or other standards identified in, or the terms and conditions of, this Agreement, and CSSB's By-Laws, policies, rules and regulations, as amended or in effect from time to time. In the case of suspension under Paragraph 14 below, termination of this Agreement by CSSB under paragraph 17 below, or written notice of termination by Treater upon sixty (60) days' written notice under paragraph 1 above, Treater agrees, upon written request by CSSB, to permit CSSB or its authorized representative to inspect any and all of the Treater's inventory, plant, facilities, inventory, documents, records, treating process and procedures, whether or not on a sampling basis, in order to ensure compliance with

this Agreement and all of CSSB's By-Laws, policies, rules and regulations, as amended or in effect from time to time, and to protect the integrity of the Mark and CSSB's logo. CSSB agrees not to disclose, or use for purposes other than those stated in this Agreement, or willfully permit others to copy, disclose or use for their own purposes, any information or documents designated in writing as confidential by Treater relating to Treated Products or Treater's business or operations, which are obtained or examined by CSSB pursuant to this Paragraph.

9. Burn Tests. Treater shall provide advance written notice to CSSB of all burn tests of Treated Products, including but not limited to, all burn tests required by the Acceptance Criteria, and an opportunity to observe such tests. Treater shall provide to CSSB, on a regular basis, copies of all reports of such burn tests and the like, , including but not limited to, all burn tests required by the Acceptance Criteria.

10. Quality Control Agency. Treater shall at all times retain an inspection and quality control agency that maintains a current and valid International Accreditation Service Inc ("IAS") Evaluation Report as a certified and accredited inspection agency for Fire Retardant Treated Wood Shakes and Shingles and is recognized by IAS as qualified to inspect and verify Treater's compliance with the Acceptance Criteria ("Agency"). Treater shall require the Agency to provide written verification to CSSB on a quarterly basis of Treater's compliance with the Acceptance Criteria and with this Agreement, and to cooperate fully with CSSB in inspecting, auditing and monitoring Treater's performance under and compliance with this Agreement, including without limitation, fully disclosing to CSSB all information pertaining thereto and providing all documents and records requested by CSSB.

11. Evaluation Reports and Report Numbers. Treater shall maintain a valid Evaluation Report issued by ICC-ES for all Treated Products marketed and sold under or using the Mark ("Evaluation Report"), and shall include a valid ICC-ES Report Number on the identification label for Treated Products as required by ICBO-ES, AC107 Item 4.7 ("Report Number"). Suspension or rescission of a Report Number or Evaluation Report issued to Treater shall constitute a breach of this Agreement.

12. Indemnification. CSSB shall not be liable for injury to any person, or for the loss of or damage to any property, occurring in connection with Treated Products marketed or sold under or using the Mark or represented to be in compliance with any CSSB standard from any cause whatsoever. Treater shall promptly give CSSB written notice of, and indemnify, defend and hold CSSB and its directors, officers, employees and agents harmless, to the maximum extent permitted by law, from and against any and all claims, demands, charges, liabilities, obligations, penalties, damages, costs and expenses (including attorney's fees) arising, claimed, alleged, charged or incurred as a result of or in connection with: (i) Treated Products marketed or sold under or using the Mark or represented to be in compliance with any CSSB standard; (ii) Treater's breach of this Agreement; or (iii) any act, omission, conduct or negligence of Treater, or of any director, officer, employee or agent of Treater. In the event any action or proceeding shall be brought against CSSB by reason of any such claim, demand, charge, liability, obligation, penalty, damage, cost or expense, Treater, upon notice from CSSB, shall defend the same at Treater's expense by counsel reasonably satisfactory to CSSB. The indemnification provided for in this Paragraph with respect to any act, omission, conduct or negligence of Treater, or of any director, officer, employee or agent of Treater, during the Term of this Agreement shall survive any termination or expiration of this Agreement.

13. Insurance. During the Term of this Agreement, Treater shall, at its sole cost and expense, maintain primary general liability and product liability insurance with a reputable insurance company or companies with a combined single limit of \$5 million for personal injuries and property damage, to indemnify both CSSB and its directors, officers, employees or agents and Treater against any claims, demands, charges, liabilities, obligations, penalties, damages, costs and expenses (including attorney's fees). CSSB shall be a named insured and shall be furnished with a certificate of insurance on the issuance and renewal of each policy, which shall bear an endorsement that it shall not be canceled or non-renewed except upon not less than thirty (30) days prior written notice to CSSB.

14. Suspension. Treater shall be under suspension ("Suspension") if it breaches any material term or condition of this Agreement, including but not limited to:

- a. Treater fails to comply fully with the Acceptance Criteria.
- b. Any Treated Products marketed or sold using or in connection with the Mark or CSSB's logo, brochures, or other promotional and marketing materials and methods fail to bear, or qualify to bear, the Mark or to conform fully with the Acceptance Criteria, the IBC Standards or CSSB's current grading rules or quality control criteria.
- c. Treater fails to provide written verification by an Agency of Treater's compliance with the Acceptance Criteria and the IBC Standards within five (5) business days after written request by CSSB.
- d. Treater fails to retain and maintain an Agency.
- e. Treater fails to meet any of the testing procedures and requirements of the Acceptance Criteria.
- f. Treater fails to maintain Report Numbers for all Treated Products marketed and sold under or using the Mark.
- g. Treater materially alters its processes or procedures for grading, manufacturing or treating any Treated Product without providing prior written notice to CSSB and written verification from the Treater's Agency that the Treater's quality control manual has been revised to reflect the alteration and approved.
- h. Treater fails to comply with graphic standards established by CSSB in printing, publishing or using the Mark or CSSB's logo.
- i. Treater fails to remain a CSSB member in good standing for any reason, pay dues to CSSB or comply with any of CSSB's By-Laws, policies, rules or regulations, as amended or in effect from time to time.

15. Action Required upon Suspension or Termination. If Treater is under Suspension, receives written notice of termination of this Agreement from CSSB, or submits written notice of termination as required under or in accordance with this Agreement, Treater shall immediately cease the marketing and sale of all products or Treated Products bearing or using the Mark or

represented to be in compliance with any CSSB standard and any and all use of the Mark or of CSSB's logo, brochures, and other promotional and marketing materials and methods in connection with the marketing and sale of any products; shall immediately relinquish or return to CSSB all labels, brochures and other promotional and marketing materials bearing the Mark or CSSB's logo, remove the Mark or CSSB's logo from all website postings/links, banners, flyers, posters, billboards, contracts, logos, or letterheads, and relinquish or return to CSSB any other promotional or printed materials, in any format, in existence now or to be developed in the future, that bear the Mark, CSSB's logo, or suggest or imply that Treater remains affiliated with CSSB; and in CSSB's sole discretion, shall notify all customers to whom Treated Products have been sold within the period of time specified by CSSB, of the Suspension or termination and shall withdraw all Treated Products from further sale or distribution anywhere in the world.

16. Investigation. At all times, and upon Suspension or termination of this Agreement, Treater agrees to cooperate in full and in good faith with CSSB and its representatives regarding any inspection, audit or investigation by CSSB of Treater's performance under, or compliance with, this Agreement or CSSB's By-Laws, policies, rules or regulations, as amended or in effect from time to time, including without limitation, any breach leading to or causing a Suspension or termination.

17. Termination of Agreement by CSSB. Failure of Treater to remedy, in CSSB's sole discretion, any breach leading to or causing a Suspension shall result in immediate termination of this Agreement upon written notice by CSSB of its intention to terminate. In its sole discretion, CSSB may terminate this Agreement on five (5) days' written notice for any material breach of this Agreement by Treater. The provisions of Paragraphs 2, 4-12, 15-16, 18-22, and 27-29 shall survive the termination or expiration of this Agreement.

18. Noncompetition. Treater agrees that Treater will not, directly or indirectly, as principal, agent, employee or otherwise, during the Term of this Agreement: (a) own (in whole or in part), manage, operate, lease, control, participate in, be connected with, or have any interest in, as a partner, stockholder, lender or otherwise, any business, facility or enterprise in competition with the business conducted by CSSB; or (b) participate in the solicitation of any part of the business conducted by CSSB from any person or entity that was or is a customer, supplier or member, or prospective customer, supplier or member, of CSSB, or from which CSSB solicited business during the Term of this Agreement.

19. Nondisclosure. Treater agrees not to disclose, or willfully or negligently permit others to copy, disclose or use for their own purposes, any confidential or proprietary information, in any format in existence now or to be developed in the future, of or relating to CSSB or its business, organization, products or services, including but not limited to, any works, improvements, derivations, applications or technologies, customer or client lists, sales, services and general business methods, procedures or general "know-how" related to or based upon any research, trade secret or proprietary information of CSSB. Treater will return to CSSB, upon request at any time, all copies of all such confidential or proprietary information or items obtained by Treater from CSSB and destroy all items created by Treater from such confidential and proprietary information. To be eligible for protection pursuant to this Paragraph, such information must be disclosed to Treater in written, tangible form and must be marked "confidential."

20. Noninterference. Treater will not directly or indirectly, at any time during the Term of this Agreement and for a period of two (2) years thereafter, (a) solicit or aid in soliciting any officers, employees or agents of CSSB to terminate their employment or agency with CSSB; or (b) knowingly employ or retain, or arrange to have any other person or entity employ or retain, any officers, employees or agents of CSSB.

21. Saving Provision and Remedies. Treater agrees that the noncompetition, nondisclosure and noninterference covenants herein are necessary for the protection of CSSB. If any provision of Paragraphs 18, 19 or 20 is held by a court of competent jurisdiction to be unenforceable because of the scope, duration or area of its applicability or otherwise, the court making that determination shall have the power to modify the scope, duration and/or area or other language of such provision, which shall be deemed to be modified to require nondisclosure and restrict Treater's noncompetition and noninterference with CSSB to the maximum duration, geographic scope and other content that the court shall find enforceable. Treater acknowledges (a) that CSSB will be irrevocably damaged if the provisions of paragraphs 18, 19 or 20 are not specifically enforced; (b) that monetary damages alone will be inadequate to compensate and protect CSSB for any breach thereof; and (c) that CSSB therefore may seek and obtain injunctive relief to enjoin any breach or threatened breach of such provisions in addition to, and not in limitation of, any other legal or other remedies that are available as a matter of law, without having to show any actual damage or that monetary damages would not provide an adequate remedy, and without any bond or other security being required. These remedies will not be exclusive and will be in addition to any other remedy that CSSB may have as a result of any violation of the provisions of Paragraphs 18, 19 or 20. Treater further acknowledges that (a) during and after the expiration of this Agreement, Treater has the experience, opportunities, resources and capabilities to obtain and enter into other arrangements that will not cause or require Treater to violate the covenants in Paragraphs 18, 19 or 20; and (b) specific enforcement of this Agreement will not prevent Treater from remaining in business and earning a reasonable livelihood.

22. Limited Liability for CSSB. **CSSB SHALL NOT BE LIABLE FOR LOST PROFITS, NOR FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, WHETHER ARISING OUT OF OR RELATED TO, DIRECTLY OR INDIRECTLY, THIS AGREEMENT OR OTHER CONTRACT, OR ANY ALLEGED BREACH THEREOF, NEGLIGENCE OR OTHER TORT, OR OTHERWISE, AND WHETHER OR NOT CSSB HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.**

23. Notices. All notices required or permitted by this Agreement shall be in writing and shall be deemed given when (i) personally delivered, (ii) deposited by registered or certified mail, postage prepaid and return receipt requested, or (iii) deposited with a nationally recognized overnight delivery service such as Federal Express, addressed to a party at the address under its name on the signature page of this Agreement.

24. Entire Agreement; Modifications. The terms of this Agreement constitute the entire agreement between the parties regarding the subject matter described herein. No modification to this Agreement shall be binding unless in writing and signed by the parties.

25. Severability. If any provision of this Agreement shall be held illegal or invalid by any court, this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein and this Agreement shall be deemed an agreement of the parties hereto to the full extent permitted by law. If any provision shall be declared invalid or unenforceable because of its breadth, scope or duration, such provision shall be deemed modified to the extent necessary to make it valid and enforceable and shall remain in full force and effect as so modified, or if not so modified, shall be severable from the rest of this Agreement.

26. Assignment -- Merger or Acquisition of Treater. Treater may not assign or delegate any of its rights, obligations or duties under this Agreement, by management agreement or otherwise, without the prior written consent of CSSB. In the event any person or entity merges with or acquires Treater, direct or indirect control of Treater, or substantially all of Treater's assets, Treater shall promptly notify CSSB, which may reaffirm or terminate this Agreement in its sole discretion, and this Agreement shall not be assigned to such person or entity without the prior written consent of CSSB.

27. Waiver. The failure of either party at any time to require performance of any provision hereof by the other party shall not be deemed a waiver and thereafter shall not deprive that party of its full right to require such performance in the particular instance or at any other time. Any waiver must be in writing and signed by the waiving party.

28. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, excepting its conflict of laws provisions.

29. Attorney's Fees. In the event of a dispute between the parties arising out of this Agreement which is arbitrated or litigated, the nonprevailing party shall bear the reasonable costs and attorney's fees of the prevailing party, including the reasonable costs and attorney's fees incurred in the appeal of any final or interlocutory judgment. In the sole discretion of CSSB, venue of any suit or proceeding concerning, in whole or in part, the interpretation or enforcement of, or arising out of, relating in any way to, or in connection with, this Agreement shall be in King County, Washington OR Vancouver, British Columbia, and Treater agrees to submit to the jurisdiction of any state, province, or federal court in King County, Washington OR Vancouver, British Columbia competent to hear such suit or proceeding.

Dated: _____

CEDAR SHAKE & SHINGLE BUREAU

By _____

Title _____

P.O. Box 1178
Sumas WA, 98295-1178

Ph: (604) 820-7700
Fax: (604) 820-0266

membership@cedarbureau.com
www.cedarbureau.org

TREATER _____

By _____

Title _____

Address _____

ICC-ES EVALUATION REPORT NO.

Active ICC ES Evaluation Report No.
as required in Paragraph 11, page 3:

_____ Report Number
_____ Date Report Issued