

Thank you for inquiring about a Manufacturer Membership with the Cedar Shake & Shingle Bureau.

Attached to this document is your Manufacturer Membership Application, all applicable sections must be completed and mailed along with an application fee.

Canadian Address: 200-9292 200<sup>th</sup> Street, Langley, BC V1M 3A6 US Address: P.O. Box 1178, Sumas WA, USA 98295-1178

Please send the check in US Dollars along with your application. The application fee is \$500 USD per machine- up to a max of \$2500 USD. If your application is not successful you will be refunded any amount paid over \$1000 USD.

Please note the following insurance requirements:

1. ALL Manufacturer and Contractor/Installer Members MUST submit a Certificate of Insurance confirming a Commercial General Liability coverage limit of \$2 million dollars (\$2,000,000 Limit of Liability per Occurrence or \$1,000,000 Limit of Liability per Occurrence and \$1,000,000 Umbrella Liability).

2. The Cedar Shake and Shingle Bureau (full name, not the acronym) MUST be named as additional insured on each Member's Certificate of Insurance. Only use the association's Canadian address on the Certificate of Insurance (200-9292 200<sup>th</sup> Street, Langley, BC V1M 3A6). Members should contact their insurance broker to request this document. If your firm operates under another name, <u>make sure the name listed with the CSSB is clear on the paperwork submitted</u>.

3. The following phrase needs to appear on the Certificate of Insurance: "Cedar Shake and Shingle Bureau are added as an Additional Insured but only with respect to liability arising out of the operations of the Named Insured".

4. Should the policy(ies) listed in the Certificate of Insurance be cancelled before the expiration date thereof, the insurer(s) affording coverage and/or Member must promptly provide written notice of such cancellation in advance thereof to the Cedar Bureau.



Once all your paperwork has been received, we will forward the application to the thirdparty inspection agency, Intertek. They will contact you to set up the mandatory inspections. You are required to have three consecutive on-grade inspections before your application will be forwarded to the Board for approval.

The Cedar Shake & Shingle Bureau is committed to high standards and expects all member applicants to reflect this in their workmanship practices. Please ensure that you fill out your paperwork completely as this will assist with application processing. Allow 6 - 10 weeks for processing your application. Also, ensure that your references are notified that a Cedar Shake & Shingle Bureau representative will contact them.

We look forward to receiving your application and thank you in advance for the time spent completing the comprehensive application package.



#### CSSB ACCOUNTING POLICIES EFFECTIVE MAY 10, 2000

#### MANUFACTURING MEMBERSHIP DUES AND PAYMENT

- Manufacturing dues are paid every month.
- Manufacturing dues are paid per square produced or shipped.
- The membership votes on dues levels. The Board of Directors has the authority to increase manufacturing dues by 2.5% each year for a total of 3 years before a full membership vote is required.

#### MANUFACTURING MEMBERSHIP NON-REFUNDABLE APPLICATION FEE

- All Manufacturing applicants must pay a non-refundable application fee of \$500 USD per machine they have in their mill regardless of whether they intend to run the machine or not to a maximum of \$2,500 USD
- Maximum application fee held back by an unsuccessful manufacturing applicant is \$1,000

#### \$10/MONTH MANUFACTURING MINIMUM PAYMENT

• Manufacturers are able to pay a maintenance fee of \$10 per month while mill is shut down for maintenance for a maximum of six (6) months (120 days)

#### MILL PAYMENT METHOD (November 2008)

• A mill is not allowed to change how it pays dues (on production vs. on shipping) once a method is selected at start of membership.

#### PAYMENT GUARANTEE (April 2002)

• To accept a cross-guarantee from an existing Member Corporation, in good standing with the CSSB, thus eliminating the need for an Alternate Payment Plan (APP)

#### ALTERNATE PAYMENT PLAN

- A mill will be put onto the Alternate Payment Plan ("APP") if it:
  - is two months (or more) late in reporting or paying the monthly production or shipment reports
  - is 60 days or more past due on account balances (invoices)
  - has paid any amounts owing with a cheque that the bank returns NSF
  - is a new mill, or a mill with little or no experience in shake and shingle manufacturing

#### TRADITIONAL PAYMENT PLAN

• This payment method is for members in good standing, that is, members that file their mill production report with payment by the last day of the month following production or shipment and that pay invoices within 30 days.

#### PAYMENT GUARANTEE

Board policy has been adopted as of April 26, 2002

• To accept a cross-guarantee from an existing Member Corporation, in good standing with the CSSB, thus eliminating the need for APP

#### **PRODUCTION REPORTS**

Board policy has been adopted:

- Only Production Reports accompanied by payment for the month's production will be accepted as complete Production Reports.
- Production Reports received without payment will be returned to the mill.
- No amounts will be paid based on production until complete Production Reports are received.
- When production reports are received without a cheque, they will be accepted on file as long as the amount owing does not exceed \$500.00.
- Production reports received without payment will not be returned to the manufacturer as long as the amount owing does not exceed \$500.00.
- Payment will be paid to the inspector for reports received without payment, as long as the amount owing does not exceed \$500.00
- This policy will continue for any member mills; as long as they are not on APP and continue to pay their dues.

#### **DELINQUENT PAYMENTS**

All outstanding invoices will be handled in the following manner:

- Current: All invoices are due in 30 days
- 30 Days: A statement will be sent
- 60 Days: The accounting department will send a letter:
  - written in a friendly manner, we value their membership
  - state that the member has 30 days to bring their account to a current status
- 90 Days The accounting department will then telephone the member:
  - call in a friendly manner, we value their membership
    - other members pay, we have to be fair
    - we are non-profit and require fees/dues to maintain member services
    - remind member that their account balance is outstanding
    - their membership will be revoked if payment is not received in full in 5 business days.

#### REINSTATEMENT

- There is a reinstatement fee equal to one-year membership application fees/dues for all delinquent reinstatements.
- Membership dues will be prorated for new applications only.
- Delinquent A.P.P. members will be placed on the payment plan for another 12 months.
- See Annual Membership fees/dues for appropriate fee.



#### Cedar Shake & Shingle Bureau ("CSSB") Manufacturer Membership Application

The undersigned hereby applies for membership in CSSB, and hereby agrees to be bound by the Bylaws of CSSB now in existence, or which may hereinafter be enacted, and to conform to all rules and regulations adopted pursuant thereto, and to pay all contributions required by said Bylaws or established thereunder.

The following information concerning the business of the undersigned is submitted for the records of the Cedar Shake & Shingle Bureau (**Please type or print clearly**):

Name of Mill				
Mailing Address	Street	City	State/Prov.	Zip/Postal Code
Label Shinning Address				
Label Shipping Address _ Please provide ACTUAL	Street	City	State/Prov.	Zip/Postal Code
Please provide ACTUAL	Physical Location (bhei d	irections if necessary)	below of (attach if	iap on separate page)
Physical location:				
Telephone Number (	)	Fax Number (	)	
Web Address:		e-mail:		
( ) Individual	() Partne	rship	() Corporatio	on
	or distributor type business , please complete docume			ncipals or business partners
All mills and distributor typ	e businesses under this (	these) parties' control	or ownership must	be disclosed. See "All or
	•	, ,	-	ling this box Applicant
agrees to notify CSSB imr	•		•	• <u> </u>
Total Number of maching	nes installed at this loca	ition	Ridge Ope	rations:
Shingle	_ R & R or MG		Shingle _	
Shake Resaw			Shake _	
Tapersaw	(Straight or Taper-S -	pirt)	T/S Shake_	
Owner	Mill			
Partner(s)				
Site Supervisor / Mill Mana	ager			
Office Manager				
In House Quality Control I	nspector			
Person to sign Third Party	Inspection Report			· · · · · · · · · · · · · · · · · · ·

Has the Applicant firm, or any of its principals, been found guilty by a court of law, during the past seven years of any neglect, wrong doing or fraudulent act connected with roofing, contracting work or the manufacture or sale of roofing products? Yes No

Has the Applicant Firm, or any of its principals, or any of its principals' firms, or any of its subsidiaries, filed for bankruptcy or had a judgment against them within the last seven years?

Yes□

No

If yes, please attach a separate sheet listing any and all person/firms and details of the case.

Has the applicant firm or any of it 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 attach a separate sheet listing any and all person/firms and details.

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

For current membership fees/dues	s please contact our office or visit www.cedarbureau.org	
Dated this	day of, 20	
Owner (Print Name)	Signed	
Mill Name:		

200 9292 200<sup>th</sup> St Langley BC V1M 3A6 Tel: 604-820-7700 US Address PO Box 1178 Sumas WA 98295-1178

www.cedarbureau.org Email: membership@cedarbureau.org

Fax: 604-820-0266

In its sole discretion, the Cedar Shake and Shingle Bureau reserves the right to deny membership applications. Any false or misleading information entered will disqualify the application and or future membership(s) held.

#### ADDITIONAL MILL LOCATIONS

	page per location pertain leases or has material inv			, who owns, operates, controls, I locations.	,
The following information concerni Cedar Shake & Shingle Bureau (P			ubmitted for th	ne records of the	
Name of Mill					
Mailing Address	treet Ci		Ohada (Daara	7: /D	
Label Chipping Address		-		Zip/Postal Code	
Si				Zip/Postal Code	
ACTUAL Physical Location (brief o					
Physical location:					
Telephone Number ( )	I	Fax Number (	)		
Web Address:	E	-mail:			
( ) Individual	() Partnership		( ) Corp	oration	
In addition to the information on th managed, leased or invested in by provide information accordingly. All mills under this (these) parties' for further details and membership	this applicant, principals control or ownership mus	or partners? Y	′es□ No□	If yes, please copy this page a	
By initialing this box Applicant	agrees to notify CSSB in	nmediately whe	en mill owners	hip or location(s) change.	
	Number of machines	installed at th	nis location:		
ShingleR & R or MG	_Tapersaw		Ridg	e Operations	
Shingle R & R or MG Shake ResawSplitting	_Tapersaw		Ridg	• Operations Tapersawn Shake	
	_Tapersaw		Ridg		
	_Tapersaw (T/S or S/S)	Shingle	<b>Ridg</b> Shake	_Tapersawn Shake	
Shake ResawSplitting	_Tapersaw (T/S or S/S)	Shingle	<b>Ridg</b> Shake	_Tapersawn Shake	
Shake ResawSplitting	_Tapersaw (T/S or S/S) Mill	Shingle	<b>Ridg</b> Shake	Tapersawn Shake	
Shake ResawSplitting Owner Partner(s)	_Tapersaw (T/S or S/S) Mill	Shingle	<b>Ridg</b> Shake	Tapersawn Shake	
Shake ResawSplitting Owner Partner(s) Site Supervisor / Mill Manager	_Tapersaw (T/S or S/S) Mill	Shingle	Ridg Shake	Tapersawn Shake	
Shake ResawSplitting Owner Partner(s) Site Supervisor / Mill Manager Office Manager	_Tapersaw (T/S or S/S) Mill	Shingle	Ridg	Tapersawn Shake	est
Shake ResawSplitting Owner Partner(s) Site Supervisor / Mill Manager Office Manager In House Quality Control Inspector The Applicant Firm certifies that	_ Tapersaw (T/S or S/S) Mill Mill	Shingle	Ridg	Tapersawn Shake	est
Shake ResawSplitting Owner Partner(s) Site Supervisor / Mill Manager Office Manager In House Quality Control Inspector <b>The Applicant Firm certifies that</b> of its knowledge.	_ Tapersaw (T/S or S/S) Mill 	Shingle	Ridg	Tapersawn Shake	est
Shake ResawSplitting Owner Partner(s) Site Supervisor / Mill Manager Office Manager In House Quality Control Inspector The Applicant Firm certifies that of its knowledge. Owner (Print Name)	_ Tapersaw (T/S or S/S) Mill  t the information provid	Shingle	Ridg	Tapersawn Shake	est
Shake ResawSplitting Owner Partner(s) Site Supervisor / Mill Manager Office Manager In House Quality Control Inspector The Applicant Firm certifies that of its knowledge. Owner (Print Name) Owner (Print Name)	_Tapersaw (T/S or S/S) Mill  t the information provid	Shingle	Ridg	Tapersawn Shake	est
Shake ResawSplitting Owner Partner(s) Site Supervisor / Mill Manager Office Manager Office Manager In House Quality Control Inspector <b>The Applicant Firm certifies that</b> of its knowledge. Owner (Print Name) Owner (Print Name) Owner (Print Name) Owner (Print Name)	_Tapersaw (T/S or S/S) Mill  t the information provid	Shingle	Ridg	Tapersawn Shake	est

<sup>04/19/13</sup> Page 3 of 3



CEDAR SHAKE & SHINGLE BUREAU The Recognized Authority Since 1915

### MANUFACTURING MEMBERSHIP AGREEMENT

This Membership Agreement ("Agreement") is entered into on and between

the Cedar Shake & Shingle Bureau (the "Bureau") and \_\_\_\_\_

(Date)

(the "Member")

#### RECITALS

A. The Bureau is the owner of the Certigrade, Certi-Sawn, Certi-Split and Certi-Ridge marks (the "Marks"), facsimiles of which are attached hereto and incorporated herein by this reference, and the Member wishes to market and sell cedar shakes and shingles ("Member Products") under one or more of the Marks.

B. Under the terms and conditions specified herein, the Bureau is willing to permit the member to use the Marks.

#### AGREEMENT

#### **THEREFORE**, the parties agree:

<u>Term.</u> Unless terminated earlier as provided herein, the term of this Agreement ("Term") is one (1) year beginning on the date of the Agreement specified below. The Agreement shall be renewed automatically each succeeding year unless either party gives written notice of termination at least 60 days prior to expiration of the applicable annual term. In the case of written notice of termination by the Member, the Member must comply with all applicable Bureau policies, rules and regulations, and all terms and conditions attached hereto or specified in the Bureau's By-Laws (as amended or in effect from time to time), including dues, inspection and audit requirements or provisions, before said termination shall be effective.

<u>Dues.</u> Member shall pay dues to the Bureau in accordance with the Bureau's By-Laws, as amended or in effect from time to time. If the Member fails to provide at least 60 days' written notice of termination, the Member will be assessed additional dues in the amount of twice the Member's average monthly dues in the previous 6 month period.

<u>Grant.</u> Subject to the Member's Compliance with all applicable Bureau policies, rules and regulations, and all terms and conditions attached hereto or specified in the Bureau's By-Laws (as amended or in effect from time to time), which are incorporated herein by this reference, the Bureau hereby grants to the Member the non-exclusive right to use the Marks in the marketing and sale of Member Products during the Term of this Agreement.

CEDAR SHAKE & SHINGLE BUREAU	MEMBER
By	By
Title	Title
P.O. Box 1178	Address
Sumas, WA 98295-1178	

S:\1 Michelle Foucher\Membership\Membership Application Forms\Manufacturing Agreement current June 14.07.docPrinted 06/03/16 Page 1 of 5

#### **MEMBERSHIP TERMS AND CONDITIONS**

1. <u>Ownership</u>. Membership acknowledges that the Bureau owns all right, title and interest in and to the Certigrade, Certi-Sawn, Certi-Split and Certi-Ridge certification marks and all attendant goodwill, and Member has no right to use the Marks except with the permission of the Bureau and on the terms and conditions set forth in this Agreement. Further, Member acknowledges that it will acquire no interest in or right to use the Marks, other than that granted herein.

2. <u>Minimum Product Standards</u>. Member shall use the Marks only on or in connection with the marketing and sale of cedar shakes and shingles manufactured or produced in compliance with the minimum criteria defined in the Bureau's Quality Assurance Manual (the "Manual") and in compliance with the Bureau's grading rules (as amended or in effect from time to time). Member acknowledges that the quality of Member Products marketed by Member under the Marks is critical to the reputation and goodwill associated with the Marks.

3. Inspection and Audit. Member agrees to permit the Bureau, or its authorized representative, to enter and remain on the Member's premises at any time during regular business hours in order to inspect the Member's plant, facilities, inventory, documents, records, manufacturing process and procedures, and to take samples of Member Products, for the purpose of testing for, or auditing compliance with, the Manual, any applicable Bureau grading rules, quality control standards or regulations, and any other standards identified in, or the terms and conditions or, this Agreement. Member may, subject to and with the prior written approval of the Bureau, contract with an independent inspection agency to inspect the Member's plant, facilities, inventory, manufacturing process and procedures, and to take samples of Member Products, for the purpose of testing for, or auditing compliance with, the Manual, any applicable Bureau grading rules, quality control standards or regulations, and any other standards identified in, or the terms and conditions of, this Agreement. Member shall provide to the Bureau, upon request or as otherwise required, copies of all reports, plant record, log entries, inspection records and reports, and the like required by the Manual, or any other applicable Bureau or other standards or regulations. In the case of suspension under Paragraph 6 below, or written notice of termination by the Member upon 60 days' written notice or otherwise, Member agrees, upon written request by the Bureau within 30 days after suspension or immediately upon notice of termination, to permit the Bureau or its authorized representative (I) to inspect any and all of the Member's inventory, whether or not on a sampling basis, in order to ensure compliance with all applicable product criteria, standards, rules, regulations and requirements, and to protect the integrity of the Bureau's Marks, and (ii) to conduct an audit of the Member's business records in order to determine the amount of dues owed by the Member.

4. Indemnification. The Bureau shall not be liable for injury to any person, or for the loss of or damage to any property occurring in connection with Member Products sold under the Marks, or represented to be in compliance with any applicable criteria, standards, rules, regulations or requirements, from any cause whatsoever, unless solely caused by the Bureau's negligence or willful misconduct. Member shall indemnify, defend and hold the Bureau harmless from and against any and all claims, charges, liabilities, claimed, charged or incurred in connection with: (i) Member Products sold under the Marks or represented to be in compliance with any applicable criteria, standards, rules, regulations or requirements, (ii) breach of this Agreement, or (iii) any act of negligence of Member, or any officer, agent or employee of Member. In case any action or proceeding shall be brought against the Bureau by reason of such claim, the Member, upon notice from the Bureau, shall defend the same at Member's expense by counsel reasonably satisfactory to the Bureau. The indemnification provided for in this section with respect to any acts or omissions during the Term of this Agreement shall survive any termination or expiration of this Agreement. Member shall promptly notify the bureau of losses occurring or claims to be in compliance with any applicable criteria, standards, rules, regulations or requirements.

5. <u>Suspension</u>. Member shall be under suspension (a "Suspension") if it breaches any material term or condition of this Agreement, including but not limited to:

a. Member fails to comply fully with the requirements of the Manual.

b. Any Member Products marketed or sold in connection with the Marks fail to conform fully with the Bureau's current grading rules and quality control criteria.

c. Member fails to comply with any of the Bureau's By-Laws, policies, rules or regulations.

6. <u>Action Required Upon Suspension or Termination</u>. If Member is under Suspension, or if Member submits written notice of termination as required under this Agreement, Member shall immediately cease the marketing and sale of all products bearing the Marks or represented to be in compliance with any applicable criteria, standards, rules, regulations or requirements, and shall immediately relinquish to the Bureau all unused labels bearing the Marks. In addition, Member shall permit the Bureau to inspect Member's inventory and audit Member's business records as provided in Paragraph 3 above.

7. <u>Investigation</u>. At all times, and upon Suspension or termination of this Agreement, Member agrees to cooperate in full and in good faith with the Bureau regarding any audit, inspection or investigation by the Bureau of the Member's performance under, or compliance with, this Agreement, including without limitation an investigation of any breach leading to or causing a Suspension or termination.

8. <u>Termination of Agreement</u>. Failure of Member to remedy, in the Bureau's sole discretion, the breach leading to or causing a Suspension shall result in immediate termination of this Agreement upon written notice by the Bureau of its intention to terminate. In its sole discretion, the Bureau may terminate this Agreement by Member. The Member's obligation to pay dues owed to the Bureau in accordance with the Bureau's By-Laws, and the provisions of paragraphs 1, 3, 4, 6, 7, and 11-20 shall survive the termination or expiration of this Agreement.

9. <u>Noncompetition</u>. Member agrees that Member 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 or be connected with or have any interest in as a partner, stockholder, lender or otherwise, or with the Bureau's third-party Quality Control Agency, any business, facilities or enterprise in competition with the business conducted by the Bureau; or (b) participate in the solicitation of any part of the business conducted by the Bureau from any person or entity which was a customer, supplier or member, or prospective customer, supplier or member, of the Bureau or from which the Bureau solicited business during the Term of this Agreement.

10. <u>Nondisclosure</u>. Member agrees not to disclose, or willfully or negligently permit others to copy, disclose or use for their own purposes, any confidential or proprietary information of or relating to the Bureau 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 the Bureau. Member will return to the Bureau, upon request at any time, all copies of all such confidential or proprietary information or items obtained by Member from the Bureau or created by the Member or created from such confidential and proprietary information.

11. <u>Noninterference</u>. Member 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 the Bureau to terminate their employment or agency with the Bureau, or (b) knowingly employ or retain, or arrange to have any other person or entity employ or retain, any officers, employees or agents of the Bureau.

12. Saving Provision and Remedies. Member agrees that the noncompetition, nondisclosure and noninterference covenants herein are necessary for the protection of the content. If any provision of paragraphs 9, 10 or 11 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 the Member's noncompetition and non interference with the Bureau to the maximum duration, geographic scope and other content that the court shall find enforceable. Member acknowledges (a) that the Bureau will be irrevocably damaged if the provisions of paragraphs 9, 10 or 11 are not specifically enforced, (b) that monetary damages alone will be inadequate to compensate and protect the Bureau for any beach thereof, and (c) that the Bureau 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 which the Bureau may have a result of any violation of the provisions of paragraphs 9, 10 or 11. Member further acknowledges (a) that during and after the expiration of this Agreement, Member has the arrangements that will not cause or require the Member to violate the covenants in paragraphs 9, 10 or 11, and (b) that specific enforcement of this Agreement will not prevent Member from remaining in business and earning a reasonable livelihood.

13. <u>Limited Liability for Bureau</u>. The Bureau shall not be liable for special incidental, indirect or consequential damages of any kind whatsoever, whether alleged to have resulted, directly or indirectly, from a breach by the Bureau of this Agreement of other contract, negligence or other tort or otherwise.

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

15. <u>Entire Agreement; Modifications</u>. 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 all of the parties.

16. <u>Severability</u>. 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.

17. <u>Assignment</u>. Member 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 the Bureau. Any change in the ownership of Member, or in the persons application for membership, whether by sale of stock, assignment of partnership interest, lease, contract or otherwise, shall constitute an assignment to which the prior written consent of the Bureau is required.

18. <u>Waiver</u>. 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.

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

20. <u>Attorneys' Fees</u>. In the event of a dispute between the parties arising out of this Agreement which is arbitrated or litigated, the non prevailing party shall bear the reasonable costs and attorneys' fees of the prevailing party, including the reasonable costs and attorneys' fees incurred in the appeal of any final or interlocutory judgment. Venue of any suit or proceeding arising out of this Agreement shall be in King County, Washington, and Member agrees to submit to the jurisdiction of any state or federal court in King County, Washington competent to hear such suit or proceeding.

CEDAR SHAKE &	SHINGLE BUREAU	Member
Cdn. Address: 200-9292 200th	US Address: PO Box 1178	Ву
Street, Langley BC V1M 3A6	Sumas, WA 98295-1178	Title
Tel:604-	820-7700	Date
Fax:604-	-820-0266	
www.ceda	rbureau.org	
Email:membership	a (a) cedarbureau.org	

S:\1 Michelle Foucher\Membership\Membership Application Forms\Manufacturing Agreement current June 14.07.docPrinted 06/03/16 Page 5 of 5



# **AFFIDAVIT**

(Includes: pledge to conform to applicable policies, rules, regulations, standards and procedures.)

#### TO: Cedar Shake & Shingle Bureau

It is hereby understood I have reviewed the Acceptance Criteria for Quality Control Agencies for Wood Shake & Shingle Grading as established by the International Conference of Building Officials Evaluation Service and agree to all conditions set forth.

I agree to conform to all minimum grading rules and regulations that are specified in the CSSB-97 standards or more restrictive standards as referenced on my labels.

Our mill/place of manufacture has not had	labels withdrawn or suspended during the twelve
(12) month period ending	by another grading agency regardless
of any previous ownership changes.	

Name of previous grading agency is:	

We have an outstanding account with the agency listed above 
Yes No

The name of our in-house quality control inspector is:

Signe	d:	Date:	
Print I	Name:	Title:	
Mill N	ame:	Mill Location:	
cc:	Grading Agency	Cedar Shake	& Shingle Bureau
		Cdn. Address: 200-9292 200th Street, Langley	US Address: PO Box 1178 Sumas, WA

Tel:604-820-7700 Fax:604-820-0266 <u>www.cedarbureau.org</u> Email:membership@cedarbureau.org

98295-1178

BC V1M 3A6

# MANUFACTURER INFORMATION REQUEST: YOUR RESPONSE IS REQUIRED

The Cedar Shake & Shingle Bureau Board of Directors requests that members and applicants provide the information below about their business licenses and registration with taxation and regulatory authorities. Please fill out the first section, as well as either section 2 or 3, as determined by your company's country location. Submit completed forms to the CSSB office within 30 days. Questions? Call us at 1-800-843-3578 or 604-820-7700. Thank you!

#### SECTION 1: ALL MEMBERS AND APPLICANTS MUST FILL OUT:

Full Company Name:\_\_\_\_\_

Owner(s) Names:\_\_\_\_\_

Submitted by (print name):\_\_\_\_\_

By signing on the line below, you are confirming that all the information provided on this sheet about the Company is correct **AND** that the Owner(s) listed above are personally responsible for managing all aspects of its business and financial operations, including product sales and marketing, raw material and other purchasing, mill operations and employee payroll. If the Owner(s) are not personally responsible for managing the Company's business and financial operations, please identify (i) the person(s) responsible for managing the Company's business and financial operations on a separate sheet and (ii) the employment or other relationship of each such person with the Company.

Signature (sign here):\_\_\_\_\_

#### SECTION 2: US MEMBERS AND APPLICANTS MUST FILL OUT:

Master Business License #/ UBI # (B&O tax)/ State ID# (UBI # is 9-digits in WA State):

Labor & Industries Account ID (8-digits in WA State):

ES Reference # (Employment Security Dept; also known as unemployment insurance for employees):

For companies located in an incorporated municipality such as a city, list the Business License #:

Federal Tax Identification # (EIN):

Submit completed form to CSSB, PO Box 1178, Sumas, WA 98295-1178

SECTION 3: CANADIAN MEMBERS AND APPL Provincial Registration # (Corporation or Proprietorship):	ICANTS MUST FILL OUT:
Business License # (municipal):	
Canada Revenue Agency/GST #:	
PST #:	
Workers Compensation #:	
Submit completed form to CSSB, 200-9292 200	th Street, Langley BC V1M 3A6

# Lease Disclosure Form

The parties listed below agree that the following is an accurate description of their business relationship:

#### \*\*\*PLEASE FILL IN ALL AREAS LEGIBILY\*\*\*

#### Lease Details:

Term of lease: \_\_\_\_\_ months from: \_\_\_\_\_ (start date) to: \_\_\_\_\_ (end date)

#### LESSOR ("LESSOR" IS THE OWNER AND LANDLORD OF THE PROPERTY) PROVIDE THE FOLLOWING INFORMATION:

Full Legal Lessor Company Name and Address:

Full Legal Name(s) of Lessor (owners and managers)

Name and title:			

Name and title:

Lessor is a Cedar Shake & Shingle Bureau Member 🗌 Yes

es 🗌 No

Products manufactured by the Lessor will include (list everything):

See page two for Lessee section...

# Lease Disclosure Form

# LESSEE ("LESSEE" IS THE COMPANY RENTING THE PROPERTY FROM THE OWNER) FOR EACH LESSEE PROVIDE THE FOLLOWING INFORMATION:

Full Legal Lessee Company Name and Address:

Full Legal Name(s) of the Lessee (owners <u>a</u>	nd managers):
Name and title:	
Lessee is a Cedar Shake & Shingle Burea	
Products manufactured by the Lessee will inclu	ude (list everything):
Lessor and Lessee agree that each has read, ur adherence to the CSSB bylaws, policies, grading of the Certi-label™ brand and the CSSB. This le CSSB bylaws, policies, grading rules and proced	g rules and procedures is integral to the success ase arrangement is not intended to violate any
Lessee Signature	Lessor Signature
Lessee Signature Date	Lessor Signature Date

# Certi-Split / Certi-Sawn Label Requirements

#### Mill Name (or Custom Logo Filename)

Address City Postal / Zip Code Tel: Telephone Number Fax: Fax Number E - Mail, Web site, Toll-Free, or other

"We Desire Mill Imprint as Shown Above"

/Diseas indiants hals	w - estimated number of bu	undles areduced or chim	mad mar maantha)
Please indicate perc	w - esimaleo number ol bi	indles produced of ship	nea ner monini

Shakes			Grades Available					
		Length /	Premium	#1	#2	#3 Grade		
Label# / Item Code	Product	Thickness	Grade	Grade	Grade			
013	Tapersplit	24" X 1/2"		N/A	N/A	N/A		
007, 008	Heavy Resaws	18" X 3/4"			N/A	N/A		
003, 004	Heavy Resaws	24" X 3/4"			N/A	N/A		
005, 006	Medium Resaws	18" X 1/2"			N/A	N/A		
001, 002	Medium Resaws	24" X 1/2"			N/A	N/A		
301W	Yellow Cedar Medium Resaws	18" X 1/2"		N/A	N/A	N/A		
018	Resawn Starter Finish	15"	N/A		N/A	N/A		
010	True Edge Straight Split (Barn)	18" X 3/8"	N/A		N/A	N/A		
011	Straight Split (Barn)	18" X 3/8"	N/A		N/A	N/A		
012	Straight Split (Barn)	24" X 3/8"	N/A		N/A	N/A		
009	Handsplit & Resaw (Shims)	24" X 3/8"	N/A		N/A	N/A		
097, 098	Jumbo Specialty Resawn					N/A		
085	Standard Jumbo Resawn Shakes	24" X MIN 1"		Standar	N/A	11// (		
055	Specialty Cut		N/A	Otaridai	N/A	N/A		
298, 235, 237	Tapersawn Hip & Ridge	18" X 5/8"				N/A		
217, 285, 218	Tapersawn Hip & Ridge	18" X 3/4"				N/A		
219, 220, 221	Tapersawn Hip & Ridge	18" X 7/8"				N/A		
234, 236, 238	Tapersawn Hip & Ridge	24" X 5/8"				N/A		
297, 286, 288	Tapersawn Hip & Ridge	24" X 3/4"				N/A		
222, 223, 224	Tapersawn Hip & Ridge	24" X 7/8"				N/A		
082, 020	Heavy Resawn Hip & Ridge	24" X 3/4"			N/A	N/A		
081, 019	Medium Resawn Hip & Ridge	24" X 1/2"			N/A	N/A		
201, 204, 207, 208	Tapersawn Shakes	18" X 5/8"						
301	Yellow Cedar Tapersawn Shakes	18" X 5/8"		N/A	N/A	N/A		
251, 254, 257, 258	Tapersawn Shakes	18" X 3/4"						
209, 210, 211, 212	Tapersawn Shakes	18" X 7/8"						
225, 226, 227, 228	Tapersawn Shakes	24" X 5/8"						
275, 276, 277, 278	Tapersawn Shakes	24" X 3/4"						
213, 214, 215, 216	Tapersawn Shakes	24" X 7/8"						
041	Mixed Grain HRS Shakes	18" X 3/4"	Standard Grade Only					
042	Mixed Grain Heavy Resawn Shakes	24" X 3/4"	Standard Grade Only					
090	Millgrade Shake	N/A	Mill Grade Only					

# **Certigrade Label Requirements**

		Grades Available					
		Lengtn /		#2	#3	#4 Grade	
Label # / Item Code	Product	Thickness	#1 Grade	Grade	Grade		
401, 402, 403, 410	5X Shingles	16" X 5/2"					
404, 405, 406, 412	Perfection Shingles	18" X 5/2 1/4"					
326	Yellow Cedar Perfection Shingles	18" X 5/2 1/4"		N/A	N/A	N/A	
407, 408, 409	Royal Shingles	24" X 4/2 1/4"				N/A	
414, 415	H & R 5X Shingles	16" X 5/2"			N/A	N/A	
424, 417	H & R Perfection Shingles	18" X 5/2 1/4"			N/A	N/A	
418, 419	H & R Royal Shingles	24" X 4/2"			N/A	N/A	
411	Shingles Sidewall Undercoursing	16"	Special 3/4 Mix Only				
413	Shingles Sidewall Undercoursing	18"	Special 3/4 Mix Only				
455	Specialty Cut Shingles	N/A					
	Sidewall Perfection Shingles						
	'Remanufactured from' 100%						
484	Edgegrain	18" X 5/2 1/4"		N/A	N/A	N/A	
495	Groover Stock Shingles	for Reman Only		N/A	N/A	N/A	
090	Shingles	N/A	de Only				

(Please indicate below - estimated number of bundles produced or shipped per month)

Redwood Shakes				Grades Available				
		Length /		#2		#4		
Label # / Item Code	Product	Thickness	#1 Grade	Grade	Grade	Grade		
351	Heavy Resaw Shakes	24" X 3/4"		N/A	N/A	N/A		
352, 362	Tapersawn Shake	24" X 5/8"			N/A	N/A		

Redwood Shingles				Grades Available				
		Length /	Premium	#1	#2	#3		
Label # / Item Code	Product	Thickness	Grade	Grade	Grade	Grade		
355, 365	5X Shingles	16" X 5/2"	N/A			N/A		



## TRADITIONAL PAYMENT PLAN

This payment method is for members in good standing, that is, members that file 1) their mill production report with payment by the last day of the month following production or shipment, and that pay invoices net 30 days.

## ALTERNATE PAYMENT PLAN

#### 2) A mill will be put onto the Alternate Payment Plan (A.P.P.) if it:

- Is two months (or more) late in reporting or paying the monthly production or shipment reports
- is 60 days or more past due on account balances (invoices)
- has paid any amounts owing with a check that the bank returns NSF
- Is a new mill or a mill with little or no experience in shake & shingle manufacturing.

A mill on the Alternate Payment Plan will pay for the label printing, shipping and handling charges, the inspection fees and the production dues on those labels upon receipt of the labels. A label order for these mills will be pre-paid before the first order of the labels is sent. Any mill on this plan that has remitted a NSF check will in the future be required to pay with a cashier's check.

A mill on the Alternate Payment Plan will remain on it for 12 months after the last infraction before a request to return to the Traditional Method will be considered.

The minimum charge of \$10.00 (US\$) per month for all "Traditional Payment Plan" manufacturing members, regardless of status (inactive or running), remains in place, as does the \$200.00(US\$) reinstatement fee for any manufacturing member terminated for any reason.

For more information contact the accounting department at:

#### **CEDAR SHAKE & SHINGLE BUREAU**

Cdn. Address: US Address: 200-9292 200th Sumas, WA Street, Langley 98295-1178 BC V1M 3A6

PO Box 1178

Tel:604-820-7700 Fax:604-820-0266 www.cedarbureau.org Email:membership@cedarbureau.org

# CSSB -- CURRENT DUES SCHEDULE (USD)

Effective January 2017

SHAKES	CONVERSIONS TO ROOF SQS.	DUES I All M		Marketing Initiative		Inspection Dues*		TOTAL DUES	
15" Starter/Finish Shakes		\$1.41834	Square +	\$0.22063	+	\$0.59886 Sq.	=	\$2.23783	Sq.
18" Shakes - 1/2 & 3/4		\$1.41834	Square +	\$0.22063	+	\$0.59886 Sq.	=	\$2.23783	Sq.
18" Shakes - R/T 1/2 & 3/4		\$1.41834	Square +	\$0.22063	+	\$0.59886 Sq.	=	\$2.23783	Sq.
18" Shakes S/S & S/S TE		\$1.41834	Square +	\$0.22063	+	\$0.59886 Sq.	=	\$2.23783	Sq.
24" x 3/8 Light Shakes		\$1.41834	Square +	\$0.22063	+	\$0.59886 Sq.	=	\$2.23783	Sq.
24" Shakes - 1/2 & 3/4		\$1.41834	Square +	\$0.22063	+	\$0.59886 Sq.	=	\$2.23783	Sq.
24" x 1/2 TaperSplit Shake	es	\$1.41834	Square +	\$0.22063	+	\$0.59886 Sq.	=	\$2.23783	Sq.
24" x 3/8 S/S Shakes		\$1.41834	Square +	\$0.22063	+	\$0.59886 Sq.	=	\$2.23783	Sq.
No. 1 Tapersawn Shakes		\$1.41834	Square +	\$0.22063	+	\$0.59886 Sq.	=	\$2.23783	Sq.
No. 2 Tapersawn Shakes		\$0.79848	Square +	\$0.22063	+	\$0.59886 Sq.	=	\$1.61796	Sq.
No. 3 Tapersawn Shakes		\$0.79848	Square +	\$0.22063	+	\$0.59886 Sq.	=	\$1.61796	Sq.
Mill Grade Shakes		\$0.22000	Square +	\$0.00000	+	\$0.15000 Sq.	=	\$0.37000	Sq.
SHINGLES No. 1 Shingles		\$1.41834	Square +	\$0.22063	+	\$0.59886 Sq.	=	\$2.23783	Sq.
No. 2 Shingles		\$0.79848	Square +	\$0.22063	+	\$0.59886 Sq.	=	\$1.61796	Sq.
No. 3 Shingles		\$0.79848	Square +	\$0.22063	+	\$0.59886 Sq.	=	\$1.61796	Sq.
Undercoursing		\$0.22000	Square +	\$0.00000	+	\$0.15000 Sq.	=	\$0.37000	Sq.
Mill Grade Shingles		\$0.22000	Square +	\$0.00000	+	\$0.15000 Sq.	=	\$0.37000	Sq.
HIP & RIDGE		Co	onverted for I	Production &	Insp	pection dues			
Shake H & R	# Bdls. / 6 = Rf. Sq.	\$0.94556	Square +	\$0.05253	+	\$0.59886 Sq.	=	\$1.59695	Sq.
Tapersawn H & R - No. 1	# Bdls. / 6 = Rf. Sq.	\$0.94556	Square +	\$0.05253	+	\$0.59886 Sq.	=	\$1.59695	Sq.
Tapersawn H & R - No. 2	# Bdls. / 6 = Rf. Sq.	\$0.94556	Square +	\$0.05253	+	\$0.59886 Sq.	=	\$1.59695	Sq.
Shingle H & R - No. 1	# Bdls. / 8 = Rf. Sq.	\$0.94556	Square +	\$0.05253	+	\$0.59886 Sq.	=	\$1.59695	Sq.
Shingle H & R - No. 2	# Bdls. / 8 = Rf. Sq.	\$0.94556	Square +	\$0.05253	+	\$0.59886 Sq.	=	\$1.59695	Sq.
<b>RE-MAN PRODUCTS</b>		Co	onverted for I	Production &	Insp	pection dues			
R&R		\$1.41834	Square +	\$0.22063	+	\$0.59886 Roof Sq.	=	\$2.23783	Roof Sq.
M/G						\$0.59886 Roof Sq.		\$2.23783	Roof Sq.
Groover Stock		\$1.41834	Square +	\$0.22063	+	\$0.59886 Sq.	=	\$2.23783	Sq.
SPECIALTY PRODUCTS & PANELS Converted for Production & Inspection dues									
Dimensional Shingles		\$0.11557	Carton +	\$0.00000	+	N/A	=	\$0.11557	Crtn
Sidewall Panels		\$0.26266	Wall Sq +	\$0.00000	+	N/A	=	\$0.26266	Wall Sq.
Roof Panels		\$1.06113	Roof Sq. +	\$0.00000	+	N/A	=	\$1.06113	Wall Sq.
<b>TREATERS</b> Certi-Guard Certi-Last			Square + Square +	N/A N/A	+ +	N/A N/A	= =	\$0.56734 \$0.56734	Sq. Sq.

\* not received by CSSB