

Slate Roofing Contractors Association of North America, Inc.

143 Forest Lane, Grove City, PA 16127 USA -- Ph: 814-786-7015 -- Fax: 814-786-8209

SRCA Instructor/Presenter Application

PLEASE REVIEW ALL PAGES, FILL OUT ALL LINES, SIGN, AND RETURN WITH RESUME TO ADDRESS ABOVE.

Instructor/Presenter Name:			Date:					
Business Name and Addres	ss:							
Phone:	Cell phon	e:	Fax:					
Email address:								
Website URL:								
☐ Corporation	Partnership	□ Sole Proprietor	☐ Other (specify)					
List Any Qualifying Certifications (e.g. Training the Trainer):								
Current Membership Category								
ALL APPLICATIONS REQUIRE COMMITTEE REVIEW AND UNANIMOUS BOARD APPROVAL								
☐ Slate Roo	ofing Contractor	Roofing Contractor Member	☐ Affiliate Member					

Instructor/Presenter agrees to teach in accordance with the SRCA's instructional materials and lesson plans and to include all materials as provided by the SRCA. Seminar presenters agree to show all the slides that are included in the SRCA seminar PowerPoint presentation.

Instructor/Presenter is to contract all services as an independent contractor, not as an employee, representative, spokesperson, or agent of the SRCA. SRCA directors who conduct seminar presentations may be considered spokespersons of the SRCA in their normal capacity as directors.

Instructor agrees to pay the SRCA \$200.00 US <u>per student</u> for training course material, in advance of a training course, and to provide each student with one SRCA Training Packet consisting of books and materials provided by the SRCA on behalf of the students.

Seminar presenters agree to submit a payment to the SRCA in the amount of \$100.00 US, <u>per seminar</u>, in return for the use of the SRCA PowerPoint presentation.

Instructor agrees that each Training Packet and other SRCA provided course materials are to be taken into possession by the student. The students are to take their course materials with them after the training session has been completed.

Training Manuals remain the copyrighted material of the Slate Roofing Contractors Association and may not be copied or reproduced by the Instructor. Seminar presentations remain the copyrighted property of the Slate Roofing Contractors Association of North America Inc.

Instructor/Presenter is to organize, independent of the SRCA, all elements of the training or seminar, including scheduling, materials, tools, equipment, costs, and fees, directly with the students and/or with the proprietors of the training/seminar venue. This includes the construction of any required roof mockups.

Seminar presenters agree to inform the SRCA of all seminars that are presented.

Roof mockups are to be built in accordance with the SRCA specifications included in the lesson plan provided by the SRCA.

Course Instructors will provide the SRCA with the names and addresses of all students who have satisfactorily completed a training course, using the SRCA *Instructor Confirmation of Student Completion form*. The SRCA will subsequently issue "Certificates of Completion" directly to those students who have satisfactorily completed the training and who have paid the required \$50.00 certificate fee.

The SRCA agrees to provide the seminar PowerPoint presentation to the seminar presenter as a downloadable file in a password protected section of the SRCA website, or on a USB drive, email attachment, or other conveyance of digital information.

The SRCA agrees that the seminars and training courses provided are eligible for AIA Learning Units as determined by the American Institute of Architects.

Instructor/Presenter agrees to allow his/her name, contact information, and business information to be listed on the Slate Roofing Contractors Association (SRCA) website at SlateRoofers.org in a public listing. Such listing may be removed by the SRCA at any time without notice.

Instructor/Presenter agrees to promote good relationships between the SRCA and its clients and not to subvert, undermine, or interfere in the relationship between the SRCA and its clients.

Instructor/Presenter will comply with federal, state and local laws and ordinances applicable to the services to be provided under this Agreement.

Instructor/Presenter shall indemnify and hold harmless the SRCA and its directors and representatives from liability, settlements, loss, or costs resulting from the negligence of the Instructor/Presenter and/or his/her employees and agents.

Any notice the SRCA is required to give to you under this Agreement shall be given to you in writing, by mail, fax, or email to the address, facsimile number, or email address entered above. Any notice you are required to give the SRCA under this Agreement shall be given to the SRCA in writing, by mail, fax, or email to:

Slate Roofing Contractors Association 143 Forest Lane, Grove City PA 16127; Fax: 814-786-8209 Email: mail@slateroofers.org

You may change your address for the purpose of notice by giving the SRCA written notice of the change.

Governing Law and Jurisdiction. This Agreement shall be governed by and construed according to the law of the Commonwealth of Pennsylvania, including its statutes of limitation, but excluding its laws pertaining to conflicts of laws. A lawsuit to enforce this Agreement or any provision of this Agreement shall be brought only in the Court of Common Pleas of Venango County, Pennsylvania, or in the U.S. District Court for the Western District of Pennsylvania and shall be maintained only in such courts and their superior appellate courts.

Instructor Signature:				
(Print Name/Date):				

ALL APPLICATIONS ARE SUBJECT TO REVIEW AND APPROVAL. Applicant hereby certifies that the information contained in this application is accurate and verifiable. Applicant hereby grants permission to the Slate Roofing Contractors Association of North America, Inc. (SRCA) to place information submitted on this application in public view on the SlateRoofers.org website. Applicant has read and will abide by the SRCA Code of Ethics (attached). Applicant understands that the SRCA logo can be used by members for advertising purposes as an indication of membership only and not as an endorsement by the SRCA.

Applicant agrees that all of his/her listings on the SRCA website at slateroofers.org will be suspended and removed should a legitimate customer complaint be lodged against him/her and that his/her listing will remain suspended until such time as that complaint has been resolved to the satisfaction of the SRCA board of directors. Applicant agrees to allow any agent of the SRCA to be the sole and final arbiter in the case of any customer complaint, suspension of website listings, or termination of SRCA membership.

Applicant agrees, to the fullest extent permitted by law, to hold harmless, protect, defend, and indemnify the SRCA, its officers, directors, employees, and agents for and from any and all claims, damages, awards, and reasonable costs of defense arising out of any reasonable action taken with regard to this application. Applicant agrees that any action for claims arising out of or relating to this Application and/or respective services shall be governed by the laws of the State of Pennsylvania. Venue shall be in the County of Venango. Mediation is an express condition prior to the filing of any legal action. The SRCA will not be held responsible for errors or omissions regarding internet listings. Applicant assumes full responsibility for the accuracy and completeness of his/her listings on the SRCA website at SlateRoofers.org

SRCA Code of Ethics — A member, during the course of his/her business activities:

- 1) Shall endeavor to extend public knowledge and appreciation of slate roofing and its achievements and encourage professional education and research relating to the design and construction of slate roofing systems.
- 2) Shall conduct himself/herself in a fashion which brings credit and integrity to himself/herself, his/her employers and their profession, and shall serve his/her client or employer in a professional and competent manner while being guided in all his/her relations by the highest standards of honesty and integrity.
- 3) Shall hold paramount the safety, health and welfare of the public.
- 4) Shall avoid deceptive acts, refrain from making false statements about the work of others and shall not maliciously injure or attempt to injure the prospects, practice, or employment position of others. He/she shall not attempt to obtain employment, advancement, or professional engagements by untruthfully criticizing other roofing contractors or by other improper or questionable methods and shall not attempt to injure, maliciously or falsely, directly or indirectly, the professional reputation, prospects, practice, or employment of other roofing contractors. He/she shall make only accurate, truthful and appropriate statements or claims about his/her professional qualifications, experiences or performance and shall engage only in accurate, appropriate and truthful promotion of his/her practice while avoiding all conduct or practice that deceives the public.
- 5) Shall decline any activity or employment that would prevent him/her from serving the best interest of his/her client or employer, without making full disclosure to the client and obtaining the client's consent.
- 6). Shall not offer nor make any payment or gift to any public official, private client or industry representative with the intent of influencing that person's judgment or decision in connection with an existing or prospective project in which he or she is interested. He/she shall not offer, give, solicit or receive, either directly or indirectly, any contribution to influence the award of a contract by public authority, or which may be reasonably construed by the public as having the effect of intent to influencing the awarding of a contract.
- 7) Shall not permit the use of his/her name or associate in business ventures with any person or firm that he/she believes are engaged in fraudulent or dishonest enterprise and shall not aid or abet any unlawful contracting or roofing practice by a person or firm.
- 8) Shall issue no statements, criticisms, or arguments on roofing matters that are inspired or paid for by interested parties, unless they have prefaced their comments by explicitly identifying the interested parties on whose behalf they are speaking and by revealing the existence of any interest the roofing contractor may have in the matters.
- 9) Shall not promote his/her own interest at the expense of the dignity and integrity of the profession.
- 10) Shall continue his/her professional development throughout his/her career and shall keep current in his/her specialty field by engaging in professional practice, participating in continuing education courses, reading in the technical literature, and attending professional meetings and seminars.