

**APPLICATION FOR ADDITIONAL COMPANY LISTING
ICC-ES ENVIRONMENTAL PROGRAMS
ICC-ES VAR ENVIRONMENTAL REPORTS**

ICC-ES VAR Environmental Report: _____

Holder of ICC-ES VAR Environmental Report (Company Name): _____

Desires to add the following company (referred to hereafter as “Applicant”) to the subject ICC-ES VAR Environmental Report, as an Additional Company Listing:

Company Name: _____

Mailing Address: _____

City: _____ **State:** _____ **Zip:** _____ **Country:** _____

Phone Number: _____ **Fax Number:** _____ **E-mail:** _____

Applicant's Representative (Name, Title, Telephone Number and Extension, E-Mail Address) _____

In consideration of the processing of this application, the Applicant agrees to abide by any conditions attached to any report or renewal thereof issued pursuant to this application, or any later amendment of said report or renewal, and the applicable ICC-ES Rules of Procedure as they now exist and as they may be reasonably modified in the future. Applicant acknowledges reviewing the applicable Rules of Procedure. Applicant also agrees that the provisions on the second page of this application constitute a part of the applicant's agreement.

Applicant understands that any approval of this application will be automatically vacated upon any expiration or revocation or amendment of said ICC-ES VAR Environmental Report. Applicant also agrees and understands that the holder of the above-referenced ICC-ES VAR Environmental Report may at any time withdraw any rights of Applicant which may result from this application; ICC Evaluation Service, LLC., however, is to have a reasonable period of time within which to delete any reference to the Applicant from the ICC-ES VAR Environmental Report. Applicant also agrees that any rights resulting from this application may be revoked by ICC Evaluation Service, LLC, separate and apart from any revocation of the above-referenced ICC-ES VAR Environmental Report for any reason considered valid by ICC Evaluation Service, LLC, even if such reason is not a ground for revocation of the ICC-ES VAR Environmental Report itself.

The undersigned, “holder” of the above-referenced ICC-ES VAR Environmental Report, consents to the above-requested action on the terms and conditions above set forth. (Holder of the report signing below must be a corporate officer, a partner, or sole proprietor.)

Authorized Signature for Applicant

Name of Holder (Company Name)

Name of Signer (type or print)

Authorized Signature of Holder

Title

Name of Signer (type or print)

Date

**BOTH SIGNATORIES MUST INITIAL AND DATE
THE SECOND PAGE OF THIS APPLICATION**

INDEMNIFICATION PROVISIONS:

An ICC-ES VAR Environmental Report does not imply any guarantee or warranty (expressed or implied, and including but not limited to merchantability) by ICC-ES against defects or failures in service nor any responsibility in regard to patent or trademark infringement, misuse of trade name or trade secrets, or any other aspect of unfair competition. Affirmative actions of ICC-ES are based primarily on the data submitted by the applicant and/or holder of the report and the validity and integrity thereof as implicitly represented by the applicant and/or holder in submitting the same. Applicant agrees that it shall have no cause of action or claim against ICC-ES or its parent corporation, the International Code Council, LLC, or the officers, directors, members and employees of either entity from time to time arising out of any ICC-ES VAR Environmental Report issued pursuant to this application, whether or not such ICC-ES VAR Environmental Report is subject to conditions, or out of any denial of this application. Applicant agrees to hold ICC-ES, its parent corporation, the International Code Council, LLC, or any of their affiliates, parent, brother or sister corporations or their Successor-In-Interest or assigns, and the officers, directors, members, and employees of both such entities ("ICC" collectively throughout this paragraph) harmless, and to defend and indemnify them, with respect to any claim, liability, action or judgment arising from the use or operation by any person of the product or service to which the application relates, actual or asserted, whether related to the matters set forth in the first sentence of this paragraph or otherwise, whether for personal injury, wrongful death, property damage, or any type of injury or damage whatsoever, whether or not of the same kind or nature as any of the foregoing. ICC's rights pursuant to the foregoing sentence, and applicant's obligations thereunder, shall apply whether or not it is claimed that ICC was concurrently negligent with others, solely negligent, actively or passively negligent, and whether or not the legal theory of the claimant(s) is on one of the foregoing grounds or some other. California law shall apply to the interpretation hereof. If any part or portion of this paragraph, or any application thereof to particular facts, should be determined invalid, the provisions hereof shall be severable so as to achieve for ICC the maximum legal protection. If this application is for a renewal of an existing ICC-ES VAR Environmental Report, the provisions of this paragraph shall apply from the date of first granting of that ICC-ES VAR Environmental Report, whether upon application or without application by applicant or a predecessor and regardless of: intervening modifications to said report or modifications pursuant to application for renewal; any prior change in the number assigned to the report; and any prior change in ownership rights in or rights to said report, or any additional listing included in the report, whether one or more, since granting of said first additional listing.

Both authorized signers of the application must initial and date this sheet *here* _____