



Most Widely Accepted and Trusted

APPLICATION FOR PRIVATE LABEL EVALUATION REPORT OR LISTING

MASTER EVALUATION REPORT OR LISTING NUMBER OR FILE NUMBER: _____

HOLDER OF MASTER EVALUATION REPORT OR LISTING (COMPANY NAME): _____

Desires to permit the following company (referred to hereafter as “private label applicant”) to hold a separate evaluation report or listing, as a private label listing:

COMPANY NAME _____

MAILING ADDRESS _____

CITY/ STATE/ ZIP CODE _____

COUNTRY _____
(If other than USA)

COMPANY PHONE NUMBER _____

COMPANY E-MAIL ADDRESS _____

COMPANY WEBSITE _____

SUBJECT OF REPORT/LISTING (PRODUCT NAME): _____
(Include models and brands)

Product Names in the Master Evaluation Report or Listing	Corresponding Product Names in the Private Label Report/Listing

This box is for ICC-ES internal use only:

File Number: _____ Date received: _____ Fee: _____ Processed by: _____

Report Number: _____

In consideration of the processing of this application, the private label applicant agrees to abide by all conditions attached to the master report or listing or renewal thereof issued pursuant to this application, or any later amendment of said master report or listing or renewal, and the applicable ICC-ES Rules of Procedure as they now exist and as they may be reasonably modified in the future. Private label applicant acknowledges reviewing the applicable Rules of Procedure.

Private label applicant understands that any approval of this application will be automatically vacated upon any expiration or revocation of said master evaluation report or listing. Private label applicant also agrees and understands that the holder of the above-referenced master evaluation report may at any time withdraw any rights of private label applicant which may result from this application; ICC Evaluation Service, LLC, however, is to have a reasonable period of time within which to cancel the private label report or listing. Private label 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 master evaluation report or listing for any reason considered valid by ICC Evaluation Service, LLC, even if such reason is not a ground for revocation of the master evaluation report or listing itself. Private label applicant also agrees to be responsible for paying any cost associated with revision to the private label report listing.

Both parties agree that the master report or listing and the private label report or listing are inextricably linked and that any relevant information in the master report or listing, whether from initial issuance or subsequent revision, must be included in the private label report. Master report holder and private label applicant agree that any inquiry concerning the private label applicant's file will be assumed to be an inquiry concerning the master report holder's file, as determined by the ICC-ES president or his designated staff member. Master report holder and private label applicant also agree that, in case of differences between themselves over the proper content of the private label report or listing, the two shall provide the details of their differences to ICC-ES, and ICC-ES shall have ultimate decision-making authority as to the content of the private label report or listing.

INDEMNIFICATION PROVISIONS:

An ICC Evaluation Service, LLC (ICC-ES), evaluation report or listing 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 evaluation report or listing 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, Inc., or the officers, directors, members and employees of either entity from time to time arising out of any evaluation report issued pursuant to this application, whether or not such evaluation report or listing is subject to conditions, or out of any denial of this application except that the applicant shall have a course of action against ICC-ES for any intentional or willful and wanton act or omission of ICC-ES. Applicant agrees to hold ICC-ES, its parent corporation, the International Code Council, Inc., 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 not apply if ICC was solely negligent for any intentional or willful and wanton act or omission of ICC-ES. 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 evaluation report or listing, the provisions of this paragraph shall apply from the date of first granting of that evaluation report or listing, whether upon application or without application by applicant or a predecessor and regardless of: intervening modifications to said report or listing or modifications pursuant to application for renewal; any prior change in the number assigned to the report or listing; and any prior change in ownership rights in or rights to said report or listing, or any additional listing included in the report or listing, whether one or more, since granting of said first additional listing.

The undersigned, "holder" of the above-referenced master evaluation report or listing, consents to the above-requested action on the terms and conditions above set forth. (Holder of the report or listing signing below must be a corporate officer, a partner, or sole proprietor.)

Authorized Signature for Private Label Applicant

Name of Report Holder (Company Name)

Name of Signer and Title (type or print)

Signature for Holder

Date

Name of Signer and Title (type or print)

Date