

Application for an Evaluation Service Report (ESR)

1. **Company Name:** _____

2. **Company Legal Status:** _____
(Sole proprietorship, general or limited partnership, S or C corporation, LLC, etc.)

3. **Mailing Address:** _____

City: _____ State: _____ Zip Code: _____

Country: _____

Company Phone Number: _____

Company E-Mail Address: _____

Company Website: _____

4. **Product Name(s):** _____

5. **New Reports:**

☐ New ESR Report ☐ Reinstatement ESR-_____ ☐ Private Label Report ☐ N/A

ICC-ES Acceptance Criteria (if known): AC-_____ *Acceptance Criteria are available at ICC-ES.org*

6. **Revisions to Existing Reports:**

☐ Technical Revision ☐ Editorial Revision ☐ Adding Private Label Listee(s) *(Application for Additional Company Listing under an ICC-ES Evaluation Report" also needs to be submitted)*

Existing Report Number: ESR- _____

☐ N/A

7. **Scope of New report or Revision: Please provide a description here or in a separate attached letter if possible.**

(Example: Add a new product; add a new manufacturing location; update to the newer codes; or change in address, etc.)

8. **Spanish Translation:** ☐ Yes ☐ No *(fees determined case by case)*

9. **Expedited Review:** ☐ Yes ☐ No *(eligibility determined case by case, fees are 50 to 100% extra)*

10.a Main Code Evaluation Report (Select all that apply):

- ☐ 2024 ☐ 2021 ☐ 2018 ☐ 2015 ☐ Other Year(s) _____
- ☐ International Building Code (IBC)
- ☐ International Residential Code (IRC)
- ☐ International Mechanical Code (IMC)
- ☐ International Energy Conservation Code (IECC)
- ☐ Other ICC codes _____

10.b Supplemental Code Evaluation Reports (Select all that apply).

The supplemental reports address requirements (if any) in addition to the Main Code Evaluation Report. A Main Code Evaluation Report is required to include a supplemental report.

- ☐ California Building Code ☐ w/ DSA/HCAI ☐ w/ CBC with Chapter 7A
- ☐ California Residential Code
- ☐ California Inspections and Labeling for the State Fire Marshal Building Material Listing (listed for use in WUI area)
- ☐ City of Los Angeles Building Code
- ☐ City of Los Angeles Residential Code
- ☐ Chicago Building Code
- ☐ EER (IRC Equivalency Evaluation Report) – An ICC-ES ESR must first be obtained.
- ☐ EPA Seal & Insulate with Energy Star
- ☐ Florida Building Code ☐ w/ HVHZ
- ☐ Florida Residential Code ☐ w/ HVHZ
- ☐ Oregon Building Code
- ☐ Other, please list. _____

11. Other Code Evaluation Reports (Select all that apply)

- ☐ Saudi Building Code (SBC)
- ☐ New Zealand Building Code (NZBC)
- ☐ Building Code of Australia – Volumes One and Two (NCC)
- ☐ Other, please list. _____

- 12.** ☐ Would you like to enroll into automatically updating to newer code editions or newer version of ICC-ES Acceptance Criteria as they become available? If so, check the box and you will be notified and sent an invoice for updating prior to ICC-ES opening a project.

13. Contact Information for Applicant and Applicant's Representatives:

| Required Information | Authorized Signatory | Technical Representative | Billing Representative | Consultant (if applicable) |
|----------------------|----------------------|--------------------------|------------------------|-------------------------------|
| Full Name | | | | |
| Title | | | | |
| Company Name | | | | |
| Address Line 1 | | | | |
| Address Line 2 | | | | |
| City, State | | | | |
| Zip or Postal Code | | | | |
| Country | | | | |
| Phone | | | | |
| E-Mail Address | | | | |

At least the authorized signature shall be included, the remaining contacts shall be provided after the application is submitted.

14. Manufacturing Locations—List All Locations:

| Required Information | Location 1 | Location 2 | Location 3 | Location 4 |
|----------------------|------------|------------|------------|------------|
| Company Name | | | | |
| Name of Contact | | | | |
| Title of Contact | | | | |
| Address Line 1 | | | | |
| Address Line 2 | | | | |
| City, State | | | | |
| Zip or Postal Code | | | | |
| Country | | | | |
| Phone | | | | |
| E-Mail Address | | | | |

1. If additional space is needed, please attach a separate sheet. Locations may be provided after the application is submitted.

2. Please do not fill out if the application is related to a revision to an existing report where the manufacturing locations are not changing.

15. Please select one or more of the following if you are interested in obtaining more information.

- | | |
|--|---|
| <input type="checkbox"/> ICC NTA Testing Services | <input type="checkbox"/> ICC-ES Evaluation Service Listing |
| <input type="checkbox"/> Obtaining European Product Evaluation | <input type="checkbox"/> Obtaining Australian Product Evaluation |
| <input type="checkbox"/> Obtaining China Product Evaluation | <input type="checkbox"/> Obtaining New Zealand Product Evaluation |
| <input type="checkbox"/> American Association of State Highway and Transportation Officials (AASHTO) | |

16. AGREEMENT AND SIGNATURE

- 16.a Applicant acknowledges reviewing applicable ICC-ES Rules of Procedure, and that the applicant shall be responsible for ensuring that products covered by this application conform with ICC-ES product certification requirements. The applicant agrees that ICC-ES may, as necessary, subcontract for work related to the product certification process; although the applicant retains the right to reject ICC-ES's use of any particular subcontractor. The applicant also agrees that, as may be required for the product evaluation and any follow-up surveillance activities, the applicant will make all necessary arrangements for examination of the applicant's documentation and records, and/or for ICC-ES access to the applicant's relevant locations, areas, equipment, personnel, and subcontractors. If requested by ICC-ES, the applicant will make arrangements for third-party observers, representing accreditation bodies, to be present during any given inspection of the manufacturing facilities producing products covered by this application.
- 16.b In consideration of the processing of this application, the applicant agrees to abide by any conditions attached to the approval of this application, the requirements of the applicable model codes, and the Rules of Procedure of ICC Evaluation Service, LLC, as they now exist and as they may be reasonably modified in the future.
- 16.c The applicant agrees to make all necessary arrangements for ICC-ES to investigate complaints related to any product certification resulting from this application. The applicant also agrees to keep a record of all significant complaints made known to the applicant about the certified product(s), and to make these records available to ICC-ES upon request. The applicant will take appropriate action with respect to such complaints, and document the actions taken.
- 16.d The evaluation report is subject to revision if any amendments are necessary to comply with approved code changes or new or revised ICC-ES acceptance criteria, rules or policies. If revision should be required, applicant agrees to pay applicable fees.
- 16.e The applicant agrees that all communications between ICC-ES and the applicant prior to issuance of a final evaluation report, including draft evaluation reports and comments thereto, are and shall be the exclusive property of ICC-ES. The applicant agrees not to disclose any such information to others without prior written approval of ICC-ES.
- 16.f In addition to the provisions set forth in Section 12.0 of the ICC Evaluation Service, LLC Rules of Procedure for Evaluation Reports that provides for circumstances in which ICC-ES may disclose an applicant's data, when an application for a Los Angeles Building Code and/or Los Angeles Residential Code Supplement is submitted, the application gives ICC-ES consent to share any and all submitted data with the Los Angeles Department of Building Safety (LADBS), if such data is requested by LADBS for review.
- 16.g An ICC Evaluation Service, LLC (ICC-ES), evaluation 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 evaluation 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, 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 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. Whether this application is for a new evaluation report, or for a renewal of an existing report, the provisions of this paragraph shall apply from the date of first granting of that evaluation 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.

Name of Signer and Title: _____

The person signing this application form must be a duly authorized officer of the company with full authority to execute an agreement on behalf of the applicant and bind the applicant to these terms, or be a person to whom such authority has been given by the applicant. Hand or digital signatures are accepted.

Signature: _____ **Date:** _____

If possible, one copy of all supporting data should be submitted to the Western Regional office with this application. A check or money order in U.S. dollars drawn from a U.S. bank, covering the basic report fee or other applicable fees, and made out to "ICC Evaluation Service, LLC" must accompany the application. Wire transfer or credit card payments are also accepted. The fee is nonrefundable. Contact esaccounting@icc-es.org for more information regarding payment fees.

17. For Private Label Reports Only

- 17.a In consideration of the processing of this application, the private label applicant agrees to abide by all conditions attached to the master report or renewal thereof issued pursuant to this application, or any later amendment of said master 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. Private label applicant acknowledges reviewing the applicable Rules of Procedure.
- 17.b Private label applicant understands that any approval of this application will be automatically vacated upon any expiration or revocation of said master evaluation report. 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. 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 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 itself. Private label applicant also agrees to be responsible for paying any cost associated with revision to the private label report.
- 17.c Both parties agree that the master report and the private label report are inextricably linked and that any relevant information in the master report, 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, 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.

The undersigned, "holder" of the master evaluation 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.)

Master Evaluation Report Holder

Private Label Report Applicant

Company Name: _____

If applicable, same as listed in Item 1

Master Evaluation Report Number: _____

Authorized Signatory Signature: _____

Hand or digital signatures are accepted.

Date: _____

Name of Signer and Title: _____

Master Report Product Names

Corresponding Private Label Product Names

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |