



EVALUATION REPORT APPLICATION

ICC-ES INDEMNIFICATION AND HOLD HARMLESS PROVISIONS

APPLIES TO ALL ICC-ES ACTIVITIES

INDEMNIFICATION PROVISIONS *(for all reports or listings)*:

- j. 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. Whether this application is for a new evaluation report or listing, or for a renewal of an existing 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 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:

EVALUATION REPORT APPLICATION

1. Enter information exactly as it should appear in published report:

COMPANY NAME:

COMPANY LEGAL STATUS:
(Sole proprietorship, general or limited partnership, S or C corporation, LLC, etc.)

MAILING ADDRESS:

CITY: STATE: ZIP CODE:

COUNTRY:
(If other than USA)

COMPANY PHONE NUMBER:

COMPANY E-MAIL ADDRESS:

COMPANY WEBSITE:

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

For Private Label Report only:

MASTER EVALUATION REPORT OR LISTING NUMBER OR FILE NUMBER:

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

Desires to permit the preceding company (referred to hereafter as "private label applicant") to hold a separate evaluation report or listing, as a private label report or listing.

For Private Label Report or Listing only:

Product Names in the Master Evaluation Report or Listing	Corresponding Product Names in the Private Label Report or Listing
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

This box is for ICC-ES internal use only:

File No.: Date Received: Fee:

Processed by: Report No.

ALL APPLICANTS	IF REVISING AN EXISTING REPORT
<p>2. SELECT REPORT TYPE:</p> <p><input type="checkbox"/> New report</p> <p><input type="checkbox"/> Reinstatement</p> <p><input type="checkbox"/> Legacy conversion</p> <p><input type="checkbox"/> Private label report</p> <p>List legacy reports to be converted: <input type="text"/></p>	<p>REPORT NUMBER: <input type="text"/></p> <p>SELECT SCOPE OF REVISION:</p> <p><input type="checkbox"/> Editorial revision</p> <p><input type="checkbox"/> Technical revision</p>

<p><input type="checkbox"/> SIGN UP FOR EXPEDITED REVIEW (Additional fees will apply.)</p>	<p>Interested in testing services? If yes, please check box. <input type="checkbox"/></p>
<p>Interested in an ICC-ES Listing (ESL)? If yes, please check box. <input type="checkbox"/></p>	<p>Interested in an ESL Listing for the Canadian market? If yes, please check box. <input type="checkbox"/></p>
<p>Want to educate building professionals on your products and provide CEUs by joining the ICC Preferred Provider Program? If yes, please check box. <input type="checkbox"/></p>	

3a. CODE RECOGNITION—SELECT THE EDITIONS AND YEARS:

<p><input type="checkbox"/> International Building Code (IBC)</p> <p><input type="checkbox"/> International Residential Code (IRC)</p> <p><input type="checkbox"/> International Mechanical Code (IMC)</p> <p><input type="checkbox"/> International Energy Conservation Code (IECC)</p> <p><input type="checkbox"/> Other, please specify: <input type="text"/></p>	<p><input type="checkbox"/> 2018</p> <p><input type="checkbox"/> 2015</p> <p><input type="checkbox"/> 2012</p>	<p><input type="checkbox"/> 2009</p> <p><input type="checkbox"/> 2006</p> <p><input type="checkbox"/> 2003</p>
<p>3b. ADDITIONAL RECOGNITION—SELECT CODE OR PROGRAM AND FILL IN YEARS:</p>		
<p><input type="checkbox"/> Florida Building Code (FBC) <input type="text"/></p>	<p><input type="checkbox"/> EPA Seal & Insulate with ENERGY STAR <input type="text"/></p>	
<p><input type="checkbox"/> California Building Code (CBC) <input type="text"/></p>	<p><input type="checkbox"/> Other, please specify: <input type="text"/></p>	
<p><input type="checkbox"/> California Residential Code (CRC) <input type="text"/></p>		
<p><input type="checkbox"/> City of Los Angeles Building Code and/or Residential Code <input type="text"/></p>	<p>*See Section 6.f.</p>	

4. CONTACT INFORMATION FOR APPLICANT AND APPLICANT'S REPRESENTATIVES:

INFORMATION REQUIRED	TECHNICAL REPRESENTATIVE	AUTHORIZED SIGNATORY	BILLING REPRESENTATIVE	CONSULTANT <i>(If Applicable)</i>
Full Name				
Title				
Company Name <i>(If Different From Report Holder)</i>				
Address Line 1 <i>(If Different From Company Mailing Address)</i>				
Address Line 2				
City, State				
Zip or Postal Code				
Country <i>(if not USA)</i>				
Phone				
Fax				
E-Mail Address				

5. MANUFACTURING LOCATIONS—LIST ALL LOCATIONS:

INFORMATION REQUIRED	LOCATION 1	LOCATION 2	LOCATION 3	LOCATION 4
Company Name				
Name and Title of Contact Person				
Address Line 1				
Address Line 2				
City, State				
Zip or Postal Code				
Country <i>(if not USA)</i>				
Phone				
Fax				
E-Mail Address				

(If additional space is needed, please attach a separate sheet.)

SURVEY: How/where did you hear about the ICC-ES listing program?

- Advertisement Testing Lab Design professional (Engineer, Architect, Product Specifier, etc.) Other:
- Code official Trade Show Technical/Professional Organization (ACI, SEAOC, NCSEA, ASTM, CSI, AIA, etc.)
- Consultant Phone call Current report or listing holder

6. AGREEMENT AND SIGNATURE

- 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.
- 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.
- 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.
- 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.
- 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.
- 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 applicant 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.

For Private Label Reports or Listings only (g. through i.):

- g. 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.
- h. 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 or listing.
- i. 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 or listing. 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 (for all reports or listings):

j. 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. Whether this application is for a new evaluation report or listing, or for a renewal of an existing 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 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:

Name of signer (printed):

Title:

Signature:

Date:

For Private Label Reports or Listings only:

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 Signer and Title (type or print)

Date

Name of Report or Listing Holder (Company Name)

Signature for Holder

Name of Signer and Title (type or print)

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 full application fee 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 fees.

Click to submit application and attach test reports/drawings