

CONTRACTOR RELEASE AGREEMENT FOR GAF ROOF OF THE YEAR CONTEST

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, the individual named below, hereby grant to GAF Materials LLC and its parent, subsidiaries, affiliates, and each of their respective successors and assigns (collectively, “**GAF**”) the perpetual, irrevocable, sublicensable right and license to use, and to grant others the right to use (all such others authorized by GAF, collectively, the “**Authorized Parties**”), photographs, film, audio, and other recordings of the home/property located at the address below, taken, recorded, or created by or on behalf of Contractor and provided to GAF for purposes of the GAF Roof of the Year Contest (“**Content**”) for any lawful purpose, including, but not limited to, advertising, marketing, publicity, merchandising, promotional, and other purposes, in any and all media now known or later developed, without territorial, time, or other limitation.

I agree that (i) the Content may be edited, altered, modified, combined with other images, text, graphics, film, audio, and audio-visual works; (ii) I have no right to inspect or approve any Content prior to its use; and (iii) nothing herein shall be construed as obligating GAF or the Authorized Parties to use the Content. I hereby release and discharge GAF and the Authorized Parties from, and I hereby waive and will not assert (or cause any third party to assert on my behalf) any cause of action, complaint, claim, demand, proceeding, arbitration, lawsuit, or other action of any kind against GAF or any of the Authorized Parties arising out of, relating to, or in connection with the use of the Content (a) by GAF or any Authorized Parties as permitted by this Contractor Release (this “**Agreement**”); or (b) by third parties who are not Authorized Parties (the “**Release**”).

I represent and warrant that: (i) I am of 21 years of age or older and a legal United States resident residing in the United States (excluding residents of California, Maryland, North Dakota and Tennessee) (“**Eligible Territory**”); (ii) I am the owner of the Content; (iii) I have the legal authority to enter into this Agreement and to grant all rights herein; and (iv) use of the Content by GAF and the Authorized Parties as permitted herein will not violate any laws or any third party rights, including, but not limited to, any intellectual property rights, privacy rights, or rights of publicity.

This Agreement and all of its terms shall be binding upon, and inure to the benefit of, the parties, their successors, assigns, heirs, and administrators. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of New Jersey applicable to contracts made and performed entirely therein, without regard to conflicts of law principles. The sole and exclusive jurisdiction for any legal proceeding arising out of or relating to this Agreement shall be the Superior Court of the State of New Jersey, Morris County, or where, appropriate, the United States District Court for the District of New Jersey, and I hereby waive any challenge to personal jurisdiction of or venue in those Courts.

Furthermore, I agree to be bound to the Official Rules for the GAF Roof of the Year Contest, attached hereto.

Home/Property Address: _____

Printed Name of Contractor: _____

Email: _____

Phone: _____

Signature: _____

Date: _____