



# ARCA Warranty Ltd.

2380 Pegasus Road N.E., Calgary, Alberta T2E 8G8  
1-800-382-8515 Toll Free

Telephone (403) 250-7055 Calgary Exchange  
(403) 250-1702 Fax

**ARCA WARRANTY LTD  
“LETTER OF INDEMNITY”  
INDEMNIFICATION BY MANUFACTURER OF ACCEPTED ROOFING  
MEMBRANES  
TO  
ARCA WARRANTY LTD. AND/OR ITS SHAREHOLDERS  
WHEN A WARRANTY CERTIFICATE IS ISSUED**

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**Name of Manufacturer**

**HEREBY CERTIFIES THAT THE ROOFING MEMBRANE MATERIALS  
DESCRIBED AS:**

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**bears the applicable approved or standard acceptance, independently  
verified, of one or more of C.G.S.B., C.S.A., C.M.H.C., U.L.C., or F.M.**

- (a)** In order to induce ARCA Warranty Ltd. (“ARCA”) to issue a Warranty Certificate for the work hereinbefore described, **Roofing Membrane Manufacturer** (“the Manufacturer”), in consideration of the execution and delivery of the Warranty Certificate to the owner of the structure on which the roofing membrane was applied (“the Owner”), does hereby irrevocably covenant, promise and agree to indemnify ARCA, and to hold ARCA harmless from and against any and all losses, claims, expenses, damages, liabilities or workmanship deficiencies arising from failure of the roofing membrane supplied by the Manufacturer and which ARCA may sustain or to which ARCA may become subject arising out of or relating in any way to the execution and delivery by ARCA of the aforesaid Warranty Certificate to the Owner.
- (b)** The indemnification set forth above includes, but it is in no respect limited to, legal fees, costs and expenses actually incurred by ARCA in defending against or enforcing any such losses, claims, expenses, damages or liabilities.

- (c) If ARCA receives notice of any claim or other commencement of any action or proceeding with respect to which the Manufacturer is obligated to provide indemnification, ARCA shall promptly give the Manufacturer written notice thereof, which notice shall specify, if known, the amount or an estimate of the amount of the liability arising therefrom. ARCA shall not settle or compromise any claim by the Manufacturer's customer for which it is entitled to indemnification hereunder, without the prior written consent of the Manufacturer (which shall not be unreasonably withheld or delayed) unless suit shall have been instituted against it and the Manufacturer shall not have taken control of such suit after notification thereof as hereinafter provided.
- (d) In connection with any claim giving rise to indemnity hereunder resulting from or arising out of any claim or legal proceeding by a person who is not a party to this Agreement of Indemnity, the Manufacturer at its sole cost and expense shall assume the defense of any such claim or legal proceeding using counsel of its choice (subject to the approval of ARCA, which approval may not be unreasonably withheld or delayed). ARCA shall be entitled to participate in, but not control, the defense of any such action, with its counsel and at its own expense; provided, however, that if ARCA, in its sole discretion, acting in a commercially responsible manner, determines that there exists a conflict of interest between the Manufacturer and ARCA, ARCA shall have the right to engage separate counsel, the reasonable costs and expenses of which shall be paid by the Manufacturer provided that it is determined that ARCA prevails against the Manufacturer with respect to any conflict of interest between ARCA and the Manufacturer. If the Manufacturer does not assume the defense of any such claim or litigation resulting therefrom, ARCA may defend against such claim or litigation, after giving notice of the same to the Manufacturer, on such terms as ARCA may deem appropriate, and the Manufacturer shall be entitled to participate in (but not control) the defense of such action, with its counsel and at its own expense.
- (e) Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be delivered in person, transmitted by telecopy or similar means of recorded electronic communication addressed as follows:
- I. If to ARCA  
2380 Pegasus Road N.E.  
Calgary, Alberta T2E 8G8  
Fax No.: (403) 250 – 1702
  - II. If to Manufacturer  
***[company address]***

Any such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, such day is not a Business Day, on the next following Business Day).

- (f) Any party may at any time change its address for service from time to time by giving notice to the other parties in accordance with this section.
- (g) This Agreement of Indemnity is to be governed by and construed in accordance with the laws of the Province of Alberta.
- (h) Neither this Agreement of Indemnity, nor any rights or obligations of any party hereunder, may be assigned by a party without the prior written consent of the other party.
- (i) **IN WITNESS WHEREOF**, ARCA and the Manufacturer have executed this

Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**ARCA WARRANTY LTD**

PER: \_\_\_\_\_  
President

**MANUFACTURER**

PER: \_\_\_\_\_