

# Terms and Conditions

The Sealant, Waterproofing & Restoration Institute (SWRIInstitute) has created the Trinity Project Awards Program to recognize those projects that utilize SWRIInstitute resources and relationships.

## The terms and conditions of the Program are as follows:

- 1. Judging Criteria:** Entries will be judged based upon such items as complexity, technology/innovation, sustainment, safety, community/environmental impact, challenges/solutions and quality control to name a few. The panel will be comprised of three judges consisting of one contractor; one manufacturer and one associate member as established by the Awards Committee Chairman. Three year terms shall be employed to ensure continuity of judges. In order to establish rotating terms, initially the manufacturer shall possess a three year term; the contractor will have a two year term; and the associate will have a one year term. In the event of a conflict whereby a judge is associated with a submitted project, then the judge shall abstain from voting and an alternate judge will take his/her place for that year.
- 2. Categories:** In standing with the mission and purpose of SWRIInstitute, awards will be issued for (S)ealant, (W)aterproofing and (R)estoration type projects. Projects can either be new construction and/or remedial repairs. Projects can be submitted by any member and are not limited to the number of projects or classes that you can submit. In the event of multiple categorical submittals, there will only be one winner per year. On projects involving diversified work tasks, submitter shall declare only one entry classification per project.
- 3. Eligibility:** The Program is specifically promoting the use of SWRIInstitute resources and relationships. As such, only those projects involving a collaborative team approach using all of the member classes: contractor, manufacturer and associate member. Projects must be at least one year old from the date of completion of the project but not over 5 years old from the date of submission. Only those projects involving active members shall be eligible whose membership must begin no later than the commencement of the construction of the project.
- 4. Deadline:** The deadline for submission is on or before June 1<sup>st</sup> of any year to be considered for the Program for that year. SWRIInstitute's administrative office in Kansas City, Missouri shall date stamp each project submitted on or before June 1<sup>st</sup> of any given year. Any project received after June 1<sup>st</sup> will be considered submitted to the Program for the next year.
- 5. Cost:** The entry fee for each project submitted shall be \$200.00. This fee covers the cost for three (3) SWRIInstitute member companies. There is an additional \$50.00 fee for each additional SWRIInstitute member company identified on the entry forms. All fees are due at the time of submission.
- 6. Recognition:** Winning projects will be announced at SWRIInstitute's Winter Technical Meeting. Each categorical winner and project team (i) will receive the **"SWR Trinity Project Award"** plaque at the Winter Technical Meeting banquet; (ii) have the opportunity to submit the project as an article in the *Applicator* magazine; (iii) have the opportunity to present the project at the following SWRIInstitute's Fall Technical Meeting; (iv) be a part of an industry press announcement concerning the Award; and (v) be recognized on SWRIInstitute's website and in SWRIInstitute's *Member Briefs*.
- 7. Release:** The submitter shall agree to all terms and conditions of this project awards program and as such permits SWRIInstitute to use the project in any promotional activities (i.e. advertising, articles, photos, awards, etc.). The submitter shall obtain the execution of the Authorization Form from all necessary companies to the project submitted including, but not limited to the owner of the property where the project is located, the general contractor (if any), the developer (if any), the contractor, manufacturers and associates.
- 8. Use of Award:** If the submitter is selected as the recipient of the SWR Trinity Project Award from SWRIInstitute, the submitter and all parties executing the Authorization Form agree to display the SWR Trinity Project Award consistent with the terms of the Program. Any misinformation submitted on the application may result in SWRIInstitute withdrawing said award.
- 9. No Transfer of Award:** Only the companies executing the Authorization Form shall be allowed to represent that it has received the SWR Trinity Project Award as described herein.
- 10. Amendments or Modifications to the Program:** SWRIInstitute reserves the right, in its sole discretion, to change the terms and conditions governing the Program from time to time.
- 11. Hold Harmless and Indemnity:** The submitter and all of the companies executing the Authorization Form shall hold SWRIInstitute, its officers, directors, guests, employees, agents, and any other entity acting for or on its behalf (hereafter referred to collectively as its "Affiliated Persons") free and harmless and agrees to indemnify SWRIInstitute and its Affiliated Persons from any claim, loss, cost, liability, damage or cause of action that may occur whatsoever (including all costs, expenses, legal fees and expert fees) from or in any way related to the use or designation has having received the SWR Trinity Project Award or the participation in any manner with respect to this Program. The submitter and all of the companies executing the Authorization Form further hold SWRIInstitute and its Affiliated Persons free and harmless and agrees to indemnify SWRIInstitute and its Affiliated Persons from any claim, loss, cost, liability, damage or cause of action that may occur whatsoever (including all costs, expenses, legal fees and expert fees) from any third party concerning Company's participation in this Program.
- 12. Miscellaneous:** The provisions, covenants and conditions of the Program shall bind and inure to the benefit of the legal representatives, heirs, successors and assigns of each of the parties executing the Authorization Form, except that no assignment by said parties shall be allowed and that no attempted assignment by said parties shall vest any right in the assignee of said parties. Any waiver by SWRIInstitute of any breach or breaches, default or defaults of said parties hereunder, shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission expressed or implied, for any subsequent breach or default. This Program, the Application and any documents submitted thereto contain the entire agreement between the parties and except as specifically provided herein, no modification of this Program shall be binding upon the parties unless evidenced by an agreement in writing signed by the parties hereto after the date hereof. The Program shall be construed and interpreted according to the laws of the State of Missouri, notwithstanding the operation of any conflict or choice of law statutes or decisional law to the contrary. Exclusive jurisdiction and venue shall be in the Federal or State Courts in Jackson County, Missouri.
- 13. Disclaimer:** SWRIInstitute and its Affiliated Persons cannot accept responsibility for the accuracy of the information and representations submitted pursuant to this Program and as a result SWRIInstitute and its Affiliated Persons disclaim any liability with respect to the submissions and/or award made pursuant to this Program.