



**Central California
Builders Exchange**

Membership Application

1244 N. Mariposa Street Fresno, CA 93703 Phone 559.237.1831 Fax 559.264.2532 www.cencalbx.com

WHO CAN APPLY ?

*·Licensed Contractors ·Dealers or manufacturers of Building Materials
·Those Providing Services to the Construction Industry*

NEW MEMBER COMPANY INFORMATION

Company Name _____
(as shown with Contractors State License Board if applicable)

Company Address _____

Phone _____ Fax _____

Billing Address (if different) _____

Alt. Phone _____ Alt. Fax _____

Contractors License Number _____ License Classification (s) _____

Business Ownership Type:
 Corporation Sole Owner Partnership Joint Venture Other _____

Name of Owner (s) or Officer (s):
 Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

Number of Employees (average) _____ Years In Business: _____

SIC Code: _____ Federal EIN # _____

Area Of Work:
 Residential Industrial Commercial Public Works

Which of the following Categories BEST describes your primary business:
 Architectural Firm Commercial Developer/Owner Material Supplier
 General Building Contractor General Engineering Contractor

Specialty Contractor- Type: _____

Manufacturer- Product: _____

Industry Related Service-Describe: _____

ADDITIONAL COMPANY INFORMATION

Please provide three Company References

1) Company Name _____

Contact Name _____ Phone Number _____

2) Company Name _____

Contact Name _____ Phone Number _____

3) Company Name _____

Contact Name _____ Phone Number _____

Where does your company perform work? (please check all that applies)

- Fresno / Madera Counties Tulare / Kings Counties Kern County Stanislaus County
 Merced / Mariposa Counties San Diego Los Angeles Riverside Central Coast (SLO—Monterey)
 Bay Area Sacramento Northern California Oregon Nevada Washington
 Other: _____

Key Employee Information:

Owner/ President _____ email _____

Estimator / Sales _____ email _____

Operations Manager _____ email _____

Chief Financial Officer _____ email _____

Bookkeeper _____ email _____

Office Manager _____ email _____

Safety Officer _____ email _____

How did you hear about CCBE: _____

What Membership Benefits are you interested in utilizing:

- Online Planroom Project Leads Informational Articles Advertising / Marketing
 Legal Information Educational Seminars & Workshops Insurance Programs Discount Programs
 Networking Events Credit Union Membership Forms and Publications Notary Service
 Other: _____

MEMBERSHIP DIRECTORY & REFERRAL SERVICE

One of the key services CCBE's offers its members is a membership directory and referral service. It is important to make sure we have your company listed in the proper category.

Please provide us with the contact you would like published in our membership directory and provided to anyone looking for CCBE members performing the work in the area that they are seeking.

Contact Name _____ Title _____

Website _____

**** Please choose the categories you would like your company to be listed under (no more than 4) ****

- | | | | |
|----------|--|----------|---|
| AA _____ | Access Control - Automatic Gate Equipment | CD _____ | Const. Mgmt. & Consulting Service |
| AC _____ | Acoustical & Insulation Contractors | CK _____ | Construction Bookkeeping |
| AI _____ | Air and Water Balancing | C2 _____ | Construction Clean Up |
| AL _____ | Aluminum Products | CX _____ | Construction Debris Boxes |
| AF _____ | Architectural Firm | C5 _____ | Construction Education |
| AR _____ | Architectural Porcelain | CL _____ | Construction Material Sales Leads |
| AN _____ | Asbestos Abatement / Removal | C3 _____ | Consulting - Other |
| AT _____ | Asphalt Paving Materials | CR _____ | Contractors Equipment |
| AB _____ | Attorney | CH _____ | Conveyors - Cranes, Hoisting Equip., Etc. |
| AW _____ | Awnings | CU _____ | Cubicle Track & Curtains (Ceiling) |
| BA _____ | Backhoe Service | DY _____ | Dairy Equipment Sales / Service |
| BR _____ | Barricades | DA _____ | Data Systems (Cabling Fiber Optics) |
| BD _____ | Boat Dock - Marina Construction | DE _____ | Dealership (Car / Truck) |
| BO _____ | Boilers, Hot Water Htg. & Steam Fitting | DM _____ | Demolition Contractors |
| BI _____ | Bonds and / or Insurance | DK _____ | Dock Equipment |
| BM _____ | Building Material Suppliers | DU _____ | Doors - Automatic |
| BS _____ | Building Specialties | DO _____ | Doors, Door Service, Shower & Tub |
| BC _____ | Business Development | DR _____ | Draperies |
| BL _____ | Business Leads | DL _____ | Drilling |
| CA _____ | Cabinet & Millwork Contractors or Suppliers | DR _____ | Drywall Contractors |
| CE _____ | Cement Manufacturers | EX _____ | Earthwork & Paving Contractors |
| CV _____ | Central Vacuum Sys. - Pneumatic Tube Sys. | EI _____ | Electrical Contractors |
| CZ _____ | Closet Organizers | EG _____ | Electrical Sign Contractors |
| C1 _____ | Columns | ES _____ | Electrical Suppliers & Equipment |
| CM _____ | Communication Equipment, Low Voltage Systems | ET _____ | Electrical Testing |
| CP _____ | Computer Software & Hardware | | Elevated Floors, Computer Floors, Stair |
| CB _____ | Concrete Block & Forms - Mfrs. & Suppliers | EF _____ | Treads |
| CI _____ | Concrete Circle Machine | EV _____ | Elevator Contractors |
| CC _____ | Concrete Contractors | EB _____ | Employee Benefit Specialists |
| CF _____ | Concrete Related Services | ED _____ | Engine Driven Pumps & Generators, Sales |
| CS _____ | Concrete Sawing | EE _____ | Engineer - Electrical |
| CT _____ | Concrete Tilt-Up Construction | EW _____ | Engineered Wood Products |
| CO _____ | Concrete, Ready Mix Sand, Rock, Etc. | EC _____ | Engineers - Civil |
| | | EN _____ | Engineers - Control Systems |

Next Page for More Classifications

MEMBERSHIP DIRECTORY & REFERRALS (Continued)

| | | | |
|----|--|----|---|
| EH | Engineers - Mechanical | LD | Landscape & Sprinkler Contractors / Suppliers |
| E2 | Environmental / Hazmat Consultant | LM | Landscaping Materials / Nursery Supplies |
| ER | Environmental Contracting | LP | Lathing / Metal Studs Contractors |
| EP | Epoxy Flooring / Coatings | LB | Lead Based Paint Abatement / Removal |
| EO | Erosion Control | LI | Lien Services |
| EM | Estimating Services | LS | Lighting Showroom |
| FM | Fence Materials | LO | Lockers |
| FE | Fencing Contractors | LV | Low Voltage Systems Contractors |
| FB | Fiberglass - Plastics & Synthetic Products | LU | Lumber |
| F1 | Financial Institution | MY | Machinery & Pumps, Pump Installation |
| FC | Finish Carpentry | MH | Manufactured Housing |
| FN | Finish Hardware | ML | Marble |
| FA | Fire Alarm Signal System & Security Systems | MS | Masonry , Brick & Block Suppliers |
| FX | Fire Extinguisher Systems (Not Sprinklers) | MA | Masonry Contractors |
| FP | Fire Protection Contractors | MQ | Material Handling Equipment |
| FI | Fireplaces - Prefab | MT | Material Suppliers Survey |
| | Flagpoles & Accessories (Aluminum & Fiber-glass) | ME | Mechanical Equipment Suppliers |
| FG | | MI | Mechanical Insulation Contractors |
| FZ | Fleet Management Services | MG | Medical Gas Systems, Process Piping |
| FD | Floating Docks - Residential | MC | Metal Building Components |
| | Floor Covering / Carpet Contractors & Suppliers | MB | Metal Buildings |
| FL | | MP | Metal Products & Service, Metal Cabinets |
| FR | Framing Contractors | MR | Metal Roofing Contractors |
| FT | Framing, Metal | MF | Metal Roofing Manufacturers |
| FS | Fuel Systems - Underground & Aboveground | MM | Mirrors |
| FU | Furnaces - Ind., Open Hearth, Heat | MD | Modular Bldgs. / Temp. Office Facilities |
| GC | General Building Contractors | MZ | Mold Clean Up / Remediation |
| GE | General Engineering Contractors | MO | Movable Partitions, Pre-Finished Wallboard |
| GT | Geotechnical / Environmental Engineering | OC | Occupational Medical Services |
| GL | Glazing Contractors | OF | Office Furn. / School Furn. / Supplies |
| GB | Glue Laminated Beams | OP | Operable Windows & Acces. (Steel / Alum.) |
| GO | Golf Course Construction | OR | Ornamental Metal Contractors |
| GR | Greenhouses - Aluminum | OU | Outdoor Site Furnishings |
| GV | Grooved Piping System | OV | Overhead Garage Doors, Doors Openers / Gates |
| GP | Gyp-Crete Floor Underlayment | PA | Paint Suppliers |
| GY | Gypsum Products | PT | Painting & Decorating Contractors |
| HD | Hardware, Window Controls, Locks | PH | Paperhanging - Wall Coverings |
| HL | Hollow Metal Doors & Frames | PK | Parking & Hwy. Improvement Contractors |
| HO | Horizontal / Directional Boring | PQ | Parks & Playground Construction |
| II | Industrial Insulation | PE | Pest Control / Soil Treatment |
| IP | Industrial Plastic Products | PI | Pipe (Materials) |
| ID | Interior Decorating | PY | Pipeline Contractors |
| IR | Irrigation | PS | Plastering Contractors |
| IT | IT Services / Computer Networks | PC | Plastic Laminate |
| LC | Land Clearing | PF | Plumbing / Fixtures & Suppliers |
| LF | Landfill | | |

MEMBERSHIP DIRECTORY & REFERRALS (Continued)

| | | | |
|----------|--|----------|--|
| PL _____ | Plumbing Contractors | ZA _____ | Solid Surface Countertops |
| PU _____ | Polyurethane Foam Contractor / Mfr. | SZ _____ | Sound & Video |
| PO _____ | Pond Liners | | Sprinklers (Not Fire Protection) Subsurface |
| PB _____ | Portable Storage Containers | SS _____ | Drip |
| P1 _____ | Powder Coating | RX _____ | Staffing Service |
| PX _____ | Precast Concrete | SG _____ | Steel Grating |
| PN _____ | Precast Concrete Stairs | SQ _____ | Store Fixtures & Equipment |
| PR _____ | Prefab. Equipment / Lab Equip., Etc. | ST _____ | Structural Steel / Misc. Iron / Metal Deck |
| PG _____ | Protective Coatings | SV _____ | Surveillance Cameras & Systems |
| P2 _____ | Public Agencies | SU _____ | Surveying - Land |
| PZ _____ | Publishing Company | TK _____ | Tanks / Tank Removal |
| PP _____ | Pumps - Water Systems | TO _____ | Telecommunications Const. |
| RA _____ | Racking & Shelving | TE _____ | Telephone Systems |
| RG _____ | Refrigeration Contractors | TC _____ | Temperature Controls |
| RE _____ | Reinforcing Steel Contractors | TB _____ | Tenant Improvement |
| RL _____ | Rentals - Equipment, Tools | TV _____ | Tennis Court Construction |
| RP _____ | Repair Construction Equipment | TN _____ | Tennis Court Surfacing / Playground Surfacing |
| RI _____ | Reprographic Company / Services | TT _____ | Termite Soil Treatment |
| RS _____ | Restaurant / Kitchen Equipment | TS _____ | Testing Laboratories |
| RO _____ | Rolling Steel Doors | TL _____ | Tile Contractors - Ceramic & Mosaic |
| RF _____ | Roofing Contractors | TI _____ | Time Equipment |
| RM _____ | Roofing Material & Systems Suppliers | TP _____ | Toilet Partitions and / or Accessories |
| SV _____ | Safes & Vaults | TF _____ | Traffic Control |
| S2 _____ | Safety Consulting Services | TM _____ | Training |
| SY _____ | Safety Equipment | TA _____ | Translucent Panels / Suspended Ceilings |
| SD _____ | Sandblasting, Water Blasting, Steam Clean | TW _____ | Tree Service |
| SA _____ | Sanitation System Contractors | TG _____ | Trucking - Cement & Aggregate Hauling |
| SH _____ | Sash, Aluminum | TR _____ | Trusses (Steel & Wood) |
| SF _____ | Scaffolding, Shoring | TU _____ | Turf Farm |
| | School / Playground / Theater, Stage Equip- ment. | UU _____ | Underground Utilities Construction |
| SC _____ | | UN _____ | Unions - Trade Associations |
| SR _____ | Security Guard Services | UT _____ | Utilities - Public |
| SP _____ | Seed Spraying (No Soil Prep.) | VS _____ | Veneer Stone |
| SN _____ | Septic Tanks / Sanitation | VE _____ | Ventilation System Cleaning / Testing / Repair |
| SE _____ | Service Station Equipment & Maintenance | VO _____ | Voice & Data Design Consultant |
| SM _____ | Sheet Metal Contractors | WA _____ | Warm Air Htg., Vent. & Air Cond. Contractors |
| SZ _____ | Sheet Metal Manufacturer | | Water / Wastewater Treatment, Service |
| SB _____ | Siding & Decking | WS _____ | Equipment |
| SX _____ | Sign Painting / Installation (No Electrical) | WT _____ | Water Conditioning Contractors |
| SI _____ | Signs, Letters & Plaques | WF _____ | Water Features |
| SK _____ | Skylights | WK _____ | Water Trucks |
| SW _____ | Soil Grouting, Slurry Trench, Soil Stab. | | Waterproofing & Weatherproofing, |
| SJ _____ | Soil Remediation | WW _____ | Dampproofing |
| SO _____ | Soil Testing | | |
| SL _____ | Solar Contractors | | |

Next Page for More Classifications

MEMBERSHIP DIRECTORY & REFERRALS (Continued)

- WZ _____ Weatherization & Energy Conservation
- WD _____ Welding and / or Equip. & Supplies
- WE _____ Well Drilling (Water) Contractors
- WH _____ Wheelchair Lifts; Handicap Access
- WI _____ Wide Format Printer Dealer / Service
- WI _____ Window Coverings, Louvers, Shutters, Etc.
- WF _____ Window Tint / Film
- WP _____ Wire Rope & Rigging
- WM _____ Wood Doors & Frames
- WO _____ Wood Tanks / Cooling Tower / Hot Tubs
- XR _____ X-Ray Products Dealer

Other: _____

CSI MasterFormat 2004 Codes (for Contractors, Subcontractors, Suppliers and Manufactures Only)

MasterFormat is a master list of numbers and titles classified by work results. It is primarily used to organize project manuals and detailed cost information, and to relate drawing notations to specifications. For more information on CSI MasterFormat 2004 codes visit <http://www.csinet.org/masterformat>

Please Check as many that as apply

- | | |
|--|--|
| <ul style="list-style-type: none"> _____ 00 Procurement and Contracting Requirements _____ 01 General Requirements _____ 02 Existing Conditions _____ 03 Concrete _____ 04 Masonry _____ 05 Metals _____ 06 Wood, Plastics, & Composites _____ 07 Thermal and Moisture Protection _____ 08 Openings _____ 09 Finishes _____ 10 Specialties _____ 11 Equipment _____ 12 Furnishings _____ 13 Special Construction _____ 14 Conveying Equipment _____ 21 Fire Suppression _____ 22 Plumbing _____ 23 Heating, Ventilating, & Air Conditioning (HVAC) | <ul style="list-style-type: none"> _____ 25 Integrated Automation _____ 26 Electrical _____ 27 Communications _____ 28 Electronic Safety & Security _____ 31 Earthwork _____ 32 Exterior Improvements _____ 33 Utilities _____ 34 Transportation _____ 35 Waterway & Marine Construction _____ 40 Process Integration _____ 41 Material Processing & Handling Equipment _____ 42 Process Heating, Cooling, & Drying Equipment _____ 43 Process Gas & Liquid Handling, Purification & Storage Equipment _____ 44 Pollution & Waste Control Equipment _____ 45 Industry-Specific Manufacturing Equipment _____ 46 Water and Wastewater Equipment _____ 48 Electrical Power Generation |
|--|--|

Is your company currently certified in a Business Enterprise Program? Provide copy of certification w/ application):

- Disadvantaged Business Enterprise Minority Business Enterprise Small Business Enterprise
- Women Owned Business Enterprise Disabled Veteran Business Enterprise
- Other: _____

CCBE'S CONSTRUCTION CONNECTION

CCBE prides itself in making sure our members are informed. CCBE produces a daily email, often referred to as the heart of the construction industry in Central California, which apprises our members of projects bidding that day, projects received the prior day, and new addenda received. This email also contains information about what is going on at the exchange, industry articles, projects out for bid, project leads, bid results, legal information, weekly tailgate topics and much more.

Please provide email addresses of representatives within your company that would benefit from receiving our daily emails that were not listed under the Key Employee Section of this application.

| | |
|----------------------|----------------------|
| E-Mail Address _____ | E-Mail Address _____ |
| E-Mail Address _____ | E-Mail Address _____ |
| E-Mail Address _____ | E-Mail Address _____ |

ON-LINE PLAN ROOM INFORMATION

There is an additional \$200 Activation Fee for this service

Please provide the following information for each user:

1. First Name _____ Last Name _____
Password (10 characters or less) _____
E-Mail Address _____

2. First Name _____ Last Name _____
Password (10 characters or less) _____
E-Mail Address _____

3. First Name _____ Last Name _____
Password (10 characters or less) _____
E-Mail Address _____

4. First Name _____ Last Name _____
Password (10 characters or less) _____
E-Mail Address _____

5. First Name _____ Last Name _____
Password (10 characters or less) _____
E-Mail Address _____

***Each user will receive an e-mail when account is activated with their username and password assignment.**

*** Important Information ***

By signing this application you are stating that each of the above users are employees of the company applying for membership and will under no circumstances will give out or share individual log in information with non-employees of the company. Members found violating this policy will have their access terminated and may face legal action.

Regular Membership

Regular Member = All Contractors (currently licensed by Contractors State License Board), Dealers or Manufacturers of building products, Land Surveyors, and Testing Laboratories.

CCBE offers two membership terms. Annual and Quarterly, please select from the following:

Option #1 ANNUAL REGULAR MEMBERSHIP

Annual Dues \$970

One-time Application Processing Fee \$150 for all applications

***Optional**

One Time **Online Plan Room—Activation Fee \$200**

TOTAL DUE UPON JOINING

- Regular Member Dues with Online Planroom Access
TOTAL \$1,320
- Regular Member Dues WITHOUT Online Planroom

Option #2 REGULAR QUARTERLY MEMBERSHIP

Quarterly Dues \$273.50

(completed payment option form required)

One-time Application Processing Fee \$150 for all applications

Optional

One Time **Online Plan Room—Activation Fee \$200**

TOTAL DUE UPON JOINING

- Quarterly Member with Online Planroom Access
TOTAL \$623.50
- Quarterly Member WITH OUT Online Planroom
Access TOTAL \$423.50

Associate Membership

Associate Member = Businesses or professional firms providing products or services to the Construction Industry

ASSOCIATE MEMBERSHIP OPTION

Annual Dues \$512.50

One-time Application Processing Fee \$150 for all applications

***Optional**

One Time **Online Plan Room—Activation Fee \$200 + \$457.50 Annual Access Fee**

TOTAL DUE UPON JOINING

- Annual Associate Member without Online Planroom
TOTAL \$662.50
- Annual Associated Member with Online Planroom
Access TOTAL \$1,320

Method of Payment

- Automatic Recurring Charge to Credit Card
(Please complete Credit Card info on page 9)
- Please note first payment will consist of quarterly dues amount, \$150 processing fee and Online Planroom Activation fee (if desired). If you elect quarterly membership your membership will remain in effect until CCBE receives written notification of resignation. If CCBE is unable to collect dues, your membership will automatically be suspended. Please Note: If a charge to your credit card is declined more than three times, you will be required to become an annual member and your company will not be eligible for installment payments.

TAX INFORMATION

Dues paid to Central California Builders Exchange are not deductible as charitable contributions for Federal Income Tax purposes. However, dues payments are deductible by a member firm as a ordinary and necessary business expense.

****Dues will be assessed by annual sales volume sliding scale for 2nd year of membership and beyond****

Method of Payment

Please complete the steps below:

Step #1 – Type of Membership and Billing Term:

- Check Enclosed, Cash, Visa, MasterCard, AMEX. Please complete Credit Card info below

Table with 2 columns: Regular Member (check one) and Associate Member (check all that apply). Rows include Annual, Quarterly, and Plan Room Access options.

Step #2 – Complete credit card information

Credit Card Authorization

I authorize Central California Builders Exchange to charge my credit card per the terms I have selected above:

Type of Card: [] Visa [] Master Card [] American Express Account #: _____

Name on Card: _____ Exp. Date: ____ / ____

Credit Card Billing Zip Code: _____ CVV #: _____

Last 3 digits in the signature line on the back of the card (Visa / MasterCard) 4 digits above account number on the front of the card (American Express)



Step #3 – Please complete information below

- ◆ If applicable, this quarterly payment authorization is to remain in full force and effect until I notify Central California Builders Exchange of its cancellation by sending written notice in such time and in such manner to allow both the Central California Builders Exchange and receiving financial institution a reasonable opportunity to act on it.
◆ Non-payment of quarterly dues will not be presumed as resignation from Central California Builders Exchange.
◆ If my quarterly payment is declined at any time, I understand that I will be responsible for the declined payment. If my account is declined more than 3 times, I will no longer be eligible for installment payments.

I hereby affirm that I am authorized to sign this document on behalf the company named herein.

Company Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _ _ _ _

Terms and Conditions

1. Membership in the Central California Builders Exchange (referred to hereinafter as the "Exchange") is on an annual, monthly or quarterly basis only.
2. The Exchange offers two levels of Membership: (1) Regular Membership and (2) Associate Membership.
3. Membership dues must be paid fully in advance.
4. I understand that all new Members of the Exchange must also pay an additional \$150 initial member fee for the first year of Membership. This fee also must be paid fully in advance.
5. I understand that all Members of the Exchange who would like access to the Online Plan Room must also pay an additional \$200 initial set-up fee. This fee also must be paid fully in advance.
6. I understand that Associate Members are required to pay an additional fee of \$457.50 per year. I understand and agree that all paid Membership dues and fees paid are nonrefundable.
8. I understand that membership shall remain in effect until I resign in writing and that I am responsible for all dues incurred until a written resignation is tendered.
9. I understand that my membership will be cancelled if delinquent charges are not paid including dues.
10. I understand that by signing this application below I certify that all users listed on this application are employees of the company and that under no circumstances are users to share or give out their Online Plan Room log in information or other information gained from CCBE Membership to non-Employees of the Company.
11. I understand that upon the approval of this application by CCBE's Board of Directors, I agree to conform with the Constitution, By-Laws, Online Planroom Usage Agreement and Planroom Rules as they are now in effect and may hereafter be amended.

The applicant firm, _____, agrees to abide by the Terms and Conditions noted on this application, including the Constitution, By-Laws, Online Planroom Usage Agreement and Planroom Rules.

I hereby affirm that I am authorized to enter into this agreement on behalf of the company named herein.

Name _____ Date _____

Signature _____ Title _____

FOR CCBE's OFFICE USE ONLY

- | | |
|---|--|
| <input type="checkbox"/> Application Complete | <input type="checkbox"/> QB |
| <input type="checkbox"/> Membership Period: _____ | <input type="checkbox"/> Magnet Mail |
| <input type="checkbox"/> CSLB License Active Yes No | <input type="checkbox"/> Fax _____ Q & A _____ Boretti _____ D & D |
| <input type="checkbox"/> DB | <input type="checkbox"/> Board Report |
| <input type="checkbox"/> Billing Date: _____ | <input type="checkbox"/> Add to New Member Email |
| <input type="checkbox"/> OPR | <input type="checkbox"/> Send Welcome Packet |
| <input type="checkbox"/> Membership Relations Copy | <input type="checkbox"/> DATE APPROVED BY THE BOARD: |
| <input type="checkbox"/> APP | _____ |

Online Planroom Use Agreement

1. ACCEPTANCE OF TERMS—Central California Builders Exchange (CCBE) makes available for your use and access to the CCBE Online Plan Service (the "Site") certain information, documents, software and products (collectively, the "Materials") and various services (the "Services") subject to the terms and conditions set forth in this Usage Agreement and Disclaimers (the "Agreement"). By accessing this Site, you agree to the Agreement. CCBE reserves the right to change the Agreement from time to time at its sole discretion. Your use of the Site will be subject to the most current version of the Agreement posted on the Site at the time of such use. In addition, when using particular Services or Materials on this Site, you shall also be subject to any posted guidelines or rules applicable to such particular Services or Materials all of which are incorporated into this Agreement by reference.

Use of site is at your sole risk. The site is provided on an "as is" and "as available" basis. It is your responsibility to review all documents to assure that all aspects of your bid are reviewed, as represented in blueprint documents, specifications, addenda and memoranda. The plans, specifications and addenda obtained from this site are to be used for reference only by general contractors, subcontractors, material suppliers and manufacturers. Companies wishing to bid as prime or general contractors must obtain a full set from the owner or issuing office of the project.

You MUST be a current CCBE Member (valid Internet subscriber) of CCBE to access this Site. If you are not a current Site participant or if you breach any provision of the Agreement, your authorization to use this Site is automatically terminated and you must immediately destroy any Materials downloaded or printed from this Site.

2. LIMITED LICENSE—You are hereby granted a nonexclusive, nontransferable and revocable license to utilize the Materials and Services on this Site, and any necessary software used in connection with the Site ("Software") solely for the purpose of preparing estimations and proposals for the projects identified herein. The license is expressly limited to this purpose, and excludes all other uses except as permitted in writing by CCBE. No transfer of title or assignment of interest shall accompany this license.

This license is personal to you. You shall not assign, transfer or sublicense this license, or the use of the Materials, Services, Site or Software, either in whole or in part, to any other person or entity, for any reason whatsoever.

You shall be solely responsible for all costs and expenses incurred by you in the use of the Materials, Services, Site or Software. Although CCBE may, from time to time, provide additional Materials, Services or Software for the Site, it is not required to do so, nor is it required to update, maintain or replace such items. You shall also be solely responsible for providing, in your own name, and at your own expense, any necessary insurance. CCBE does not insure any of your interests in this license, and does not provide any insurance coverage at all to you or any other person or entity under the terms hereof.

CCBE may, at its sole and unfettered discretion, and for any reason whatsoever or for no reason at all, revoke this license at any time, without any prior warning to you. If CCBE revokes this license, CCBE shall have no liability to you, or any third party, for any costs or expenses incurred, including, but not limited to, document duplication costs, delivery charges, express handling fees or other monetary expenses.

3. COPYRIGHT—You acknowledge and agree that Materials, Services, Site and Software contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorized by CCBE, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Materials, Services, or the Software, in whole or in part. Furthermore, CCBE and the copyright owner(s) do not grant any express or implied right to you under any patents, copyrights, trademarks, or trade secret information with respect to the Materials, Services, Site or Software.

The Software and accompanying documentation that are made available for download from the Site are copyrighted work of CCBE and/or its suppliers. Use of the Software is governed by the terms of the end user license agreement that accompanies or is included with such software. You will not be able to download or install any software that is accompanied by or includes an end user license agreement unless you agree to the terms of such end user license agreement. If you do not agree to such terms, you will not be able to use the software.

You may not decompile, reverse engineer or otherwise attempt to discover the source code of any software available on the Site.

4. USE OF SITE INFORMATION—Except as otherwise indicated elsewhere on this Site, you may view, download and/or print the Materials available on this Site subject to the following conditions:

The Materials may be used solely for preparing cost estimates for those construction projects provided on the Site and/or for your reference during the construction process of same and for no other purpose.

The Materials may not be modified or altered in any way.

You may not remove any copyright or other proprietary notices contained in the Materials.

CCBE reserves the right to revoke the authorization to view, download and print the Materials available on this Site at any time, and any such use must be discontinued immediately upon written notice from CCBE.

The rights specified above to view, download and print the Materials available on this Site are not applicable to the design or layout of this Site. Elements of this Site are protected by trade dress and other laws and may not be copied or imitated in whole or in part.

5. UNAUTHORIZED USE—Only CCBE members, are entitled to access the Site, and view and use the Materials and Services (including all plans, specifications and addenda therein). In addition, you acknowledge and agree that the unauthorized disclosure of Site Materials could cause competitive harm to the CCBE, and you promise to receive and maintain the Site Materials in trust and confidence, and take reasonable precautions against such disclosure to any unauthorized users.

You are not permitted to redistribute, or allow access to, the Site Materials or Services to any third party who is not a Site participant.

6. MODIFICATIONS TO SERVICE—CCBE reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Site (or any part thereof) with or without notice. You agree that CCBE is not liable to you or any third party for any modification, suspension or discontinuance of the Site, or any Service.

7. ACCOUNT, PASSWORD AND SECURITY—You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to:

Refrain from sharing your account login or password with any third party;

immediately notify CCBE of any unauthorized use of your password or account or any other breach of security; and

Ensure that you exit from your account at the end of each session. CCBE cannot and will not be liable for any loss or damage arising from your failure to comply with this section.

8. NO AGENCY RELATIONSHIP—CCBE is not a partner, joint venturer, employee or agent of you, or any project owner or contractor whose Materials appear on this Site or whose projects are described herein. CCBE does not have the power to obligate or bind any project owner or contractor, and expressly disclaims any implication of such power. Each user of the Site assumes full responsibility for its own acts, and the acts of its own personnel, subject to this Agreement.

9. TERMINATION - You agree that CCBE, in its sole discretion, may terminate your password, account or use of the Site (or any part thereof) for any reason, including, without limitation, if CCBE believes that you have violated or acted inconsistently with the letter or spirit of the Agreement. CCBE may also in its sole discretion and at any time discontinue providing the Site, or any part thereof, with or without notice. You agree that any termination of your access to the Site under any provision of this Agreement may be effected without prior notice, and acknowledge and agree that CCBE may immediately deactivate your account. Further, you agree that CCBE shall not be liable to you or any third-party for any termination of your access to the Site.

10. DISCLAIMER OF WARRANTIES—YOU EXPRESSLY UNDERSTAND AND AGREE THAT: YOUR USE OF THE SITE IS AT YOUR SOLE RISK. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EFFORTS HAVE BEEN MADE TO ASSURE THE ACCURACY OF THE INFORMATION, BUT CCBE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

Online Planroom Use Agreement (Continued)

THE BEST SOURCES OF INFORMATION FOR PROJECT FILES ARE THE ACTUAL PLANS AND SPECIFICATIONS MAINTAINED AT THE MAIN OFFICES OF THE PROJECT OWNER, GENERAL CONTRACTOR AND/OR CCBE. IF YOU BELIEVE THAT THE MATERIALS ARE ILLEGIBLE IN ANY MANNER (WHETHER AS A RESULT OF A WATERMARK, STAMP OR OTHER ANNOTATION, OR A SCANNING OR DUPLICATION ERROR), OR THAT YOU CANNOT ACCURATELY ASSESS THE SCOPE OR DETAILS OF THE PROJECT FROM THE PROVIDED MATERIALS, IT IS YOUR RESPONSIBILITY TO REVIEW THE ACTUAL PLANS AND SPECIFICATIONS THEMSELVES.

CCBE MAKES NO REPRESENTATION OR WARRANTY THAT:

THE MATERIALS PRESENTED ON THIS SITE CONFORM TO THE ACTUAL PLANS AND SPECIFICATIONS FOR ANY PROJECT DESCRIBED ON THE SITE;

THE SERVICE AND MATERIALS OFFERED ON THE SITE WILL MEET YOUR REQUIREMENTS;

THE SERVICE AND MATERIALS, AND ACCESS TO THE SITE, WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE;

THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE;

THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR MATERIAL OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS; OR THAT ANY ERRORS IN THE SOFTWARE OR MATERIALS WILL BE CORRECTED.

ANY MATERIALS DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

IF YOU ARE DISSATISFIED WITH THE MATERIALS, SERVICES, SITE OR SOFTWARE, YOUR SOLE REMEDY IS TO SURRENDER THE LICENSE AND CEASE USE OF THE MATERIALS, SERVICES, SITE AND SOFTWARE.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CCBE OR THROUGH OR FROM THE SERVICE OR MATERIALS SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT.

11. LIMITATION OF LIABILITY—IN NO EVENT SHALL CCBE OR ANY OF ITS AFFILIATES, SUBSIDIARIES, PARTNERS, SHAREHOLDERS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS OR CO-BRANDERS BE LIABLE TO YOU, OR ANY OTHER PERSON OR ENTITY, FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY BID PREPARATION OR ESTIMATION ERRORS, UNAWARDED CONTRACTS, LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR PROGRAMS OR OTHER DATA ON YOUR INFORMATION HANDLING SYSTEM) THAT ARE RELATED TO THE USE OF, OR THE INABILITY TO USE, THE CONTENT, MATERIALS, SERVICES AND FUNCTIONS OF THE SITE, WHETHER BASED UPON CONTRACT, TORT, WARRANTY OR OTHER LEGAL THEORY, EVEN IF CCBE IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CCBE DOES NOT RECOMMEND OR ENDORSE ANY PROJECTS, MATERIALS OR THIRD-PARTY SERVICES DESCRIBED ON THIS SITE, AND DOES NOT PROVIDE ANY REPRESENTATIONS OR WARRANTIES THEREFOR.

12. DEFENSE AND INDEMNITY—You agree to defend, indemnify and hold CCBE, and its subsidiaries, affiliates, shareholders, officers, employees, subcontractors, agents, co-branders and other partners, harmless from all losses, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expert witness fees, in connection with any claim, action, suit or proceeding that: (i) alleges facts, if true, would constitute a breach of this Agreement by you; (ii) arises from any alleged act, omission or misrepresentation by you, or your personnel or subcontractors, related to the Site, Materials, Services, Software or Agreement; (iii) arises out of your use of the Site, your connection to the Site, or any Materials or Services on or related to the Site; or (iv) arises from your violation of any rights of another.

13. ENTIRE AGREEMENT—This Agreement, and the other terms and conditions found throughout the Site, constitute the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersede any and all prior or contemporaneous oral or written communications pertaining to said subject matter, all of which are merged in this Agreement. No course of prior dealings between the parties, and no usage of the trade, shall be relevant to supplement or explain any term or condition herein. Acceptance or acquiescence in the course of performance shall not be relevant to determine the meaning of any term or condition, even if the accepting or acquiescing party has knowledge of the nature of the performance, and an opportunity for objection. In accepting this Agreement, you have not relied upon any warranty, representation, assurance or inducement that is not expressly set forth herein. No other agreement, statement, or promise that is not contained herein, or elsewhere on the Site, shall be valid or binding.

14. CONSTRUCTION—You are not required to use this Site, or any of the Materials or Services offered herein. Your decision to use, and continue to use, the Site is made solely by you, in your sole and unfettered discretion, and you may voluntarily cease to use the Site at any time. You agree that no ambiguity herein shall be construed more strictly against CCBE as the drafter of this Agreement.

The failure of CCBE to exercise or enforce any right or provision of the Agreement does not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect.

15. AMENDMENT—This Agreement may only be amended by a written instrument executed by the party to be charged. A waiver of any right provided by this Agreement shall be valid only if reflected in a written instrument executed by the party to be charged. No waiver of any right, or extension of time for any performance, shall affect any other right, occasion, obligation or action.

No agent, employee or representative of CCBE shall have any authority to modify any affirmation, representation or warranty provided herein, or bind CCBE to any additional affirmation, representation or warranty, unless said affirmation, representation or warranty is in writing on official CCBE letterhead, and executed by CCBE with specific reference to this Agreement.

16. GOVERNING LAW AND JURISDICTION—The Agreement and the relationship between you and CCBE are governed by the laws of the State of California without regard to its conflict of law provisions. You also agree that this Agreement is entered into between you and CCBE in Fresno County, California, and the place of performance and delivery of all obligations provided herein is in Fresno County. As such, you agree that the proper venue for any action to interpret or enforce the terms of this Agreement, or which concern the Site, Materials and/or Services, shall be Fresno County, to the exclusion of all other forums and jurisdictions, regardless of the domicile of the parties.

17. TIME FOR BRINGING ACTION—You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site, Materials, Services or the Agreement must be filed within one year after such claim or cause of action arises, or be forever barred.

By agreeing to these terms, you agree to be bound, individually and on behalf of any owner, contractor, material supplier or other entity you represent, by each term set forth above, including each disclaimer of warranty. It is further agreed that these terms bind the subscribers, heirs, assigns, partners, employees, joint venturers and successors in interest.