



# CONDITIONS FOR APPLICATION

- a. As a condition of the accreditation, the applicant acknowledges that the International Accreditation Service, Inc. (IAS), staff or authorized representative(s) may conduct unannounced assessments of the facilities of the applicant, or other facilities where the applying agency conducts business under this application, to verify compliance with the listing and applicable rules of procedure.
- b. Within 30 days of mailing of written demand by IAS, applicant shall reimburse IAS for all expenses related to accreditation. Reimbursable expenses include, but are not limited to, travel expenses and staff time.
- c. IAS accreditation of a training agency does not imply any guarantee or warranty, express or implied and including but not limited to any warranty of merchantability or fitness of the training for any particular purpose. Applicant agrees that it shall have no cause of action or claim against IAS, International Code Council (ICC), or any of their affiliates, parent, or brother or sister corporations or their Successors-in-Interest or assigns, or the officers, directors, members and employees thereof (collectively, the "Indemnitees"), arising in any manner from any denial or delay of this application or from any accreditation given pursuant to this application, whether or not such accreditation is or is not subject to any conditions. Applicant agrees to hold the Indemnitees harmless, and to protect, defend and indemnify them, with respect to any claim, liability, demand, action, judgment, proceeding, costs, damages and expenses (including attorneys' fees) whether for personal injury, wrongful death, property damage, or any type of injury or damage whatsoever, arising from: (i) the application and accreditation; (ii) any training services of any nature provided by the applicant; (iii) the use of any service of any nature offered by the applicant, or the actions of any person who is trained by the applicant, whether related to the matters set forth in the first sentence of this paragraph or otherwise; or (iv) the reference to or reliance upon, actual or asserted, any training services rendered by the applicant including but not limited to any actions by persons who are trained using these curriculums. California law shall apply to the interpretation hereof. 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 the Indemnitees the maximum legal application. If this application relates to a renewal of an existing accreditation, the provisions of this paragraph shall apply from the date of the first granting of agency listing, whether upon application or without application by applicant or a predecessor and regardless of: (i) intervening modifications of said listing or modifications pursuant to any application for renewal; (ii) any prior change in the number assigned to the listing; (iii) any prior change in ownership rights in or rights to said listing since the granting of said first agency listing.
- d. In consideration of the processing of this application, the applicant agrees to abide and be bound by any conditions attached to any listing or renewal thereof issued pursuant to this application, or any later amendment of said listing or renewal, the Rules of Procedure for Training Agencies for Work Force Qualification Programs, which by this reference are made a part hereof, the Accreditation Criteria for Training Agencies for Work Force Qualification Programs, which by this reference is made a part hereof, and any additions, deletions, or changes to such Rules or Accreditation Criteria hereafter adopted. In agreeing to abide and be bound by the Rules of Procedure and the Accreditation Criteria for Training Agencies for Work Force Qualification Programs, applicant understands that the failure to do so may result in the revocation, suspension or modification of accreditation issued pursuant thereto in accordance with the terms of the Rules of Procedure.

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

*IAS/QP/017*  
*Approved by the Board of Directors*  
*November 21, 2007*  
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