

VENDOR ACCREDITATION PROGRAM AGREEMENT
(BETWEEN ACCT AND VENDOR)

THIS AGREEMENT is made this ___ day of _____, 20___ by and between The Association for Challenge Course Technology (“ACCT”) and _____ (hereinafter “VENDOR”), collectively referred to as “the parties.”

RECITALS

WHEREAS ACCT provides an accreditation program for vendors who service challenge courses, aerial adventure/trekking parks, and canopy and zip line courses (hereinafter the “Program”).

WHEREAS the VENDOR will be acting in a commercial capacity by providing service(s) such as Design, Installation, Inspection, Training, and Certification to the challenge course industry.

WHEREAS the VENDOR desires to join the Program and receive ACCT’s Accreditation.

WHEREAS to receive accreditation, the VENDOR must document compliance with the current ACCT Standards and Program requirements through an external review by qualified parties (hereinafter “Vendor Auditor/s”) and meet all requirements outlined in this AGREEMENT as well as the Accreditation Program Documents referenced below and incorporated into this AGREEMENT as Exhibits.

WHEREAS the purpose of the Program is to: identify service providers whose business practices and vended services have a history of meeting the ACCT Standards as well as aligning with accepted business practices in the challenge course, aerial adventure/trekking parks, zip line, and canopy tour industry.

WHEREAS the parties intend to enter into this AGREEMENT in order to set forth the parties’ rights and obligations as part of the Program.

For and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

TERMS OF AGREEMENT

SECTION I – ACCT VENDOR ACCREDITATION PROGRAM

A. OVERVIEW OF ACCT VENDOR ACCREDITATION PROGRAM

1. Vendor Accreditation is a voluntary program administered by ACCT that results in international recognition for service providers for the challenge course, aerial adventure/trekking parks, zip line, and canopy tour industry. This program is designed to audit the vendor applicants' use and adherence to ACCT Standards and their commitment to quality, professionalism, and accepted business practices through proof of work, procedures, and documentation. At a minimum, applying service providers must demonstrate substantial compliance with program requirements and ACCT Standards. The Program currently offers review and accreditation services for the following areas: design, installation, inspection, training, and practitioner certification.

2. Successful completion of the Program identifies that a service provider has met specific program requirements and ACCT Standards at the time of audit and does not purport to evaluate or predict continuing compliance with state and federal laws or other legal requirements, regulations, industry standards, or manufacturer's requirements. A vendor's participation in the ACCT Vendor Accreditation Program is not a guarantee of safety, nor does accreditation mean that accidents and injuries cannot occur. Accreditation does not apply to services within vendor organizations that are not reviewed as part of the vendor accreditation process.

3. The accreditation is conferred to one specific company that has demonstrated compliance with the ACCT Standards and program requirements through an audit process that reviews documentation, procedures, and final products of the service areas provided. Vendors providing multiple services will require a review process for each service area. Accreditation does not cover family companies.

4. Oversight of the accreditation process will be provided by the ACCT Staff appointed by the Executive Director, who may seek the advice and support of the Program Work Group.

5. Although compliance does not have to be observed directly, an informed decision shall be reached with respect to all applicable standards and Program requirements. A VENDOR'S compliance with ACCT Standards and Program requirements may be assessed through different methods, including but not limited to review of documentation, information gathered from interviews, direct observation, and reasonable inference. All VENDOR site audits will be provided by a Vendor Auditor meeting the ACCT Vendor Auditor qualifications and approved by ACCT Staff. Vendor Auditors will complete the ACCT Site Visit Report form.

B. PURPOSE OF THE VENDOR ACCREDITATION PROGRAM (VAP)

1. The purpose of Vendor Accreditation is to identify service providers whose business practices and vended services have a history of meeting the ACCT Standards as well as aligning with accepted business practices in the challenge course, aerial adventure/trekking parks, zip line, and canopy tour industry.

2. Vendor Accreditation benefits the industry, organization, and staff being reviewed, and the end user by: elevating professionalism from the vended services available for challenge courses; providing accountability of service providers through ongoing quality review; identifying a list of accredited vendors; recognizing the commitment of accredited vendors towards industry excellence; creating a benchmark for Authorities Having Jurisdiction regarding operation quality; and providing awareness of ACCT and its services.

C. PROCEDURE

1. Oversight of the accreditation process will be provided by the ACCT Staff appointed by the Executive Director.

2. An appeals panel will be established and maintained at the direction of the ACCT staff to provide an appeals process.

3. The VENDOR shall submit documentation and an Application to ACCT, which is set forth in the Accreditation Program Documents incorporated herein and attached as Exhibits.

4. The VENDOR shall undergo an audit from a Vendor Auditor.

5. Before the VENDOR is accredited, Accreditation Fees, this AGREEMENT shall be submitted to ACCT.

6. Once accredited, the VENDOR shall identify individual(s) (no more than three) within the VENDOR company to receive access to digital files of the current ACCT Accredited Vendor logo that the VENDOR may use and display; an accreditation certificate; an accreditation letter; listing on the ACCT website as an Accredited Vendor; and additional benefits described in the Accreditation Program Documents, which are Exhibits to this AGREEMENT.

D. ACCREDITATION PROGRAM DOCUMENTS/EXHIBITS

1. The following documents constitute the Accreditation Program Documents, which are hereby made Exhibits and incorporated and made a part of this AGREEMENT, though if any provision of an Exhibit conflicts with this AGREEMENT, the terms of this AGREEMENT shall control:

EXHIBIT A – Vendor Accreditation Insurance Policy

EXHIBIT B - Accreditation Fees and Dues Policy

EXHIBIT C - Change in Leadership/QCP Policy

EXHIBIT D - Vendor Accreditation Annual Report Policy

EXHIBIT E - Vendor Accreditation Sale and Transfer of Ownership Policy

EXHIBIT F - Vendor Accreditation Name Change Policy

EXHIBIT G - Logo Use Policy y

SECTION II – PARTIES' OBLIGATIONS AS PART OF THE ACCT VENDOR ACCREDITATION PROGRAM

A. VENDOR OBLIGATIONS

1. The VENDOR agrees to notify ACCT in writing upon becoming aware of the following circumstances within 48 hours:

- Accredited Vendor experiences a serious injury of an employee, subcontractor, volunteer, or agent during business.
- The fatality or serious injury of any person participating in a service, training, or workshop offered by the Accredited Vendor.
- Accredited Vendor receives notice from a client that a fatality or serious injury occurred at the client's Course(s) or during a client program.

2. The VENDOR agrees to notify ACCT in writing as soon as possible and no later than 48 hours after any fatality on the site.

3. The VENDOR agrees to notify ACCT within 30 calendar days after the occurrence of any of the following events:

- A change in management occurs that results in a loss of qualified personnel for an accredited service area.
- A change in ownership, business structure, or Qualified Course Professional for accredited service area(s).

4. The VENDOR agrees to notify the ACCT Office within 15 calendar days after the occurrence of any of the following events:

- Any changes to, or loss of, insurance policies and/or coverage limits. [See [insurance](#)]
- The organization and/or any of its staff members are named in a lawsuit in any way arising from an incident at the VENDOR's property or otherwise related to the VENDOR's operation.
- The organization becomes insolvent, enters bankruptcy proceedings, or elects dissolution.

5. The VENDOR agrees to display and use the ACCT Accredited Vendor Logo according to the ACCT Logo Use Policy.

6. Annual Report. The VENDOR agrees to complete the ACCT Annual Report each year by the identified deadline.

7. Annual Dues. The VENDOR shall pay all accreditation fees and membership dues to ACCT to remain current as part of the Program. Payment shall be due within thirty days of the VENDOR'S receipt of the invoice from ACCT.

8. The VENDOR shall comply with the Annual Reporting Requirements outlined in the Accreditation Program Documents to receive the Vendor Accreditation Annual Compliance Certificate.

B. RENEWAL OF ACCREDITATION

1. Contingent upon continual annual compliance, referenced in the Vendor Applicant Accreditation Manual, a list of required documents and a deadline for submission of documents and fees will be provided. The VENDOR is responsible for engaging with the ACCT Program Manager, the Applicant Liaison, and the Vendor Auditor to complete all related assessments and documentation as required by ACCT. The VENDOR must submit all required documentation by the established deadline and maintain an active ACCT membership in the Business-to-Business (B2B) category.

2. Accreditation Logo. Upon Approval of the Reaccreditation Application, and contingent on the VENDOR meeting its obligations under this AGREEMENT, ACCT will continue to provide access to an electronic, print-ready ACCT Accredited Vendor Logo in vertical and horizontal format.

3. Certificate of Accreditations. Upon Approval of the Reaccreditation Application, and contingent on the VENDOR meeting its obligations under this AGREEMENT, ACCT will provide a certificate of Accreditation stating the expiration date of the Accreditation.

4. Publication of Status on ACCT Website of Accredited Vendors. Upon Approval of the Reaccreditation Application, and contingent on the VENDOR meeting its obligations under this AGREEMENT, ACCT will continue to include the Accredited Vendor's name and information on the ACCT Website of Accredited Vendors.

C. ACCT OBLIGATIONS

1. ACCT Staff will be responsible for the following on an ongoing basis:

- Adding newly accredited vendors to the ACCT Website;
- Information for the VENDOR to update its profile to include contact information and a link to VENDOR's websites;

- Sending out annual membership dues notifications, annual reporting notifications, and reaccreditation notifications;
- Managing communication between ACCT and accredited Vendors.

SECTION III – DISCLAIMERS

1. Both parties acknowledge that the operation of and participation in challenge course programs, including high and low challenge course elements, climbing, zip lining, and aerial trekking, involve risk that necessitates comprehensive management planning. Accidents may occur even if the standards and the Program requirements are followed.
2. ACCT does not assume, and expressly denies, responsibility and legal liability for loss or damage to persons who rely on ACCT Standards or use the activities, facilities, equipment, or services they contemplate.
3. In writing standards and developing a system to review and systematically accredit that the VENDOR met current ACCT Standards on a given day and at a given time, ACCT does not intend to create legal duties or liabilities for ACCT or for those who rely on the ACCT Standards, which would not otherwise exist.
4. A VENDOR'S accreditation and participation in the ACCT Vendor Accreditation Program does not guarantee the VENDOR'S compliance with all jurisdictional laws, regulations, industry standards, or manufacturer's requirements.
5. A VENDOR'S participation in the ACCT Vendor Accreditation Program does not guarantee safety, nor does accreditation mean that accidents and injury cannot occur.

SECTION IV – DURATION OF AGREEMENT AND TERMINATION

1. Accreditation is for a three (3) year term, at which point the VENDOR may seek to renew its accreditation pursuant to the terms of the Accreditation Program Documents.
2. ACCT, at its sole discretion and at any time, has the right to suspend or terminate this AGREEMENT and a VENDOR's accreditation if it determines the VENDOR breached or failed to comply with the terms of this AGREEMENT and the Vendor Accreditation Program Documents. In the event ACCT suspends or terminates this AGREEMENT and accreditation, it will provide written notice to the VENDOR stating the grounds for suspension or termination. Suspension and termination do not entitle the VENDOR to reimbursement of annual dues or accreditation fees already paid.

SECTION V – INSURANCE AND INDEMNITY

1. Insurance Requirements for Vendors inside of the United States. The VENDOR shall procure and maintain at its sole expense insurance of the following types of coverage and limits of liability:

- (a) Commercial General Liability Insurance, including liability arising from premises operations, independent contractors, products, property loss, operations, personal injury, and advertising injury, including injury to athletic participants, and associated defense costs. The VENDOR shall maintain this insurance so long as this AGREEMENT is in effect and during the accreditation period. The insurance for each policy shall be bound by a reputable carrier with minimum limits of \$1,000,000 US per occurrence and \$2,000,000 US general aggregate. The General Liability policy shall be written on an occurrence basis. A VENDOR that provides installation or repair/adjustment services shall include Products and Completed Operations coverage with the same policy limits as the General Liability coverage.
- (b) Professional Liability Insurance. A VENDOR that offers course design, inspection, consulting, or training shall carry Professional Liability insurance in amounts comparable to \$1,000,000 US funds per claim. Policies shall include a Bodily Injury and Property Damage carve-back endorsement with a minimum limit of \$1,000,000 US.
- (c) Workers Compensation Insurance. VENDOR shall carry applicable workers compensation coverage following the regulations of all jurisdictions in which they operate. Exemptions for principals are allowable provided they meet the requirements of the jurisdiction(s).
- (d) Business Automobile Insurance. As applicable, a Business Automobile policy with a minimum of \$1,000,000 US Combined Single Limit (CSL) for liability and uninsured/underinsured motorists.

2. Insurance Requirements for Vendors outside the United States. If the VENDOR is operating outside of the United States, the VENDOR shall carry insurance in the amounts and types required by the jurisdictions in which it is operating or as would be considered reasonably prudent in the jurisdiction. The VENDOR is responsible for proving that the policy types and amounts it carries are reasonable, by furnishing ACCT with appropriate documentation demonstrating substantial similarity to the requirements of V.1.

3. Certificate of Insurance. The VENDOR agrees to furnish ACCT copies of certificates of insurance confirming compliance with the insurance requirements stated above. ACCT shall be listed as a certificate holder and shall be notified no later than 15 days after cancellation of such insurance. The Certificate of Insurance shall be dated within 30 days of being submitted or will be provided within ten (10) days from the date a request is made for such certificates.

5. Indemnification.

- (a) The VENDOR (including, without limitation, subsidiaries, affiliates, members, owners, officers, directors, employees, contractors, agents, and representatives) agrees to defend, indemnify and hold ACCT (including, without limitation, its subsidiaries, affiliates, members, owners, officers, directors, employees, contractors, agents, and representatives) harmless from any and all claims, demands, losses, liabilities, damages, taxes, fines, repayment obligations, or expenses, including court costs and reasonable attorney's fees (including any proceeding by any of the VENDOR's customers, guests, employees, agents or subcontractors) that in any way relate to: VENDOR's compliance, or lack thereof, with ACCT's standards or accreditation process; VENDOR'S business operations; any alleged negligent act or omission of the VENDOR; or, injuries or death to persons or damage to property in any way arising out of or occasioned by, caused or alleged to have been caused by or on account of the performance of services by the VENDOR, or its employees,

representatives, and agents. With respect to the VENDOR'S indemnification and defense obligations, the VENDOR shall defend ACCT, upon ACCT's request, against any claim, demand, or suit for which the VENDOR has agreed to indemnify ACCT. ACCT may, at its option, conduct and control the defense of any such claim, demand, or suit as it pertains solely to the claims against ACCT, and the VENDOR and/or its insurer agrees to cooperate fully with and pay for, such defense, including court costs and reasonable attorney's fees. ACCT agrees to notify in writing, the VENDOR within 30 days of receipt of any written claims or demands against ACCT that are potentially subject to this Indemnification provision. The VENDOR'S duty to defend, indemnify, and hold ACCT harmless as contained herein shall apply regardless of who is alleged to be at fault.

- (b) ACCT (including, without limitation, its subsidiaries, affiliates, members, owners, officers, directors, employees, contractors, agents, and representatives) agrees to defend, indemnify and hold VENDOR (including, without limitation, its subsidiaries, affiliates, members, owners, officers, directors, employees, contractors, agents, and representatives) harmless from any and all claims, demands, losses, liabilities, damages, taxes, fines, repayment obligations, or expenses, including court costs and reasonable attorney's fees (including any proceeding by any of the VENDOR's customers, guests, employees, agents or subcontractors) challenging the sufficiency or adequacy of ACCT's standards or accreditation process (as opposed to claims and demands alleging that VENDOR failed to comply with ACCT's standards or accreditation process). With respect to ACCT's indemnification and defense obligations, ACCT shall defend VENDOR, upon VENDOR's request, against any claim, demand, or suit for which ACCT has agreed to indemnify VENDOR. VENDOR may, at its option, conduct and control the defense of any such claim, demand, or suit as it pertains solely to the claims against VENDOR, and ACCT agrees to cooperate fully with and pay for, such defense, including court costs and reasonable attorney's fees. VENDOR agrees to notify in writing, ACCT within 30 days of receipt of any written claims or demands against VENDOR that are potentially subject to this Indemnification provision. ACCT's duty to defend, indemnify, and hold VENDOR harmless as contained herein shall apply regardless of who is alleged to be at fault.

SECTION VI - GENERAL PROVISIONS APPLICABLE TO THE PROGRAM AND THIS AGREEMENT

1. Governing Law. This AGREEMENT, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties shall be governed solely by the substantive laws of the State of Colorado.

2. Arbitration. Any controversy or claim arising out of or relating in any way to this AGREEMENT, or the breach thereof shall be subject to and decided by arbitration in accordance with the Arbitration Rules of the American Arbitration Association, unless the parties mutually agree otherwise. Demand for arbitration shall be filed in writing with the other party to this AGREEMENT and with the Judicial Arbitrator Group, Inc. or JAMS in Denver, Colorado. A demand for arbitration shall be filed within a reasonable time after the claim, dispute, or other matter in question has arisen, but no demand shall be made after the date when institution of legal or equitable proceedings based on such controversy or claim in question would be barred by the applicable statute of limitations. The award rendered by the arbitrator shall be

final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

3. Attorney Fees. If any party to this AGREEMENT brings an action that in any way relates to this AGREEMENT, upon final adjudication of such action, the prevailing party shall be entitled to reasonable attorney's fees, costs, and expenses incurred in such action.

4. No Consequential Damages. In no event shall ACCT be liable to the VENDOR or others, in contract, tort, strict liability, negligence, warranty, or other common law or statutory claims, for any special, incidental, or consequential damages, such as, but not limited to, delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use, non-operation or increased expense of operation, cost of capital, or cost to purchase equipment systems or power.

5. Limitation of Liability. Except as otherwise mandated by the Indemnification provision, Section V.4. above, the VENDOR agrees to limit the liability of ACCT to the VENDOR for claims of any nature or theory, including, but not limited to, claims in any way relating to this AGREEMENT, torts and negligent acts, errors or omissions, and all other common law and statutory claims, such that the total aggregate liability for damages, including attorney's fees and costs, shall not exceed \$50,000.00 or the total billed and paid fees by the VENDOR to ACCT for the Program, whichever amount is less.

6. No Third-Party Rights. This AGREEMENT and all rights under this AGREEMENT are intended for the sole benefit of the Parties, and they shall not imply or create any rights on the part of, or obligations to, any other Person or entity except as, and then only to the extent, expressly provided elsewhere in this AGREEMENT.

7. Integration. This AGREEMENT, including the Exhibits (Accreditation Program Documents), contains the entire agreement between the parties concerning the subject matter in this AGREEMENT and supersedes all previous agreements, negotiations, discussions, writings, understandings, commitments, and conversations with respect to such subject matter. There are no agreements or understandings between the parties other than those set forth in this AGREEMENT. Any amendments or modifications to this AGREEMENT shall be in writing and executed by both parties; however, the parties acknowledge that certain Exhibits to this AGREEMENT may be updated on occasion by ACCT during the duration of this AGREEMENT as a matter of course.

8. Severability. The provisions of this AGREEMENT are intended to be interpreted and construed in a manner to make such provisions valid, binding, and enforceable. In the event that any provision of this AGREEMENT is determined to be partially or wholly invalid, illegal, or unenforceable, then such provision shall be deemed to be modified or restricted to the extent necessary to make such provision valid, binding, and enforceable, or if such provision cannot be modified or restricted in a manner so as to make such provision valid, binding and enforceable, then such provision shall be deemed to be excised from this AGREEMENT and the validity, binding effect and enforceability of the remaining provisions of this AGREEMENT shall not be affected or impaired in any manner.

9. Survival of Covenants and Warranties. All covenants and warranties contained in this AGREEMENT are contractual and shall survive the suspension or termination of this AGREEMENT.

10. Headings. Headings are intended solely as a convenience and shall not control the meaning or interpretation of any provision of this AGREEMENT.

11. Construction. The Parties acknowledge that they and their respective counsel have had a full and fair opportunity to review this AGREEMENT in its entirety, and each Party acknowledges that it is voluntarily signing this AGREEMENT on its own free will and upon the advice of its respective counsel. Each Party, therefore, waives all applicable rules of construction that any provision of this AGREEMENT should be construed against its drafter and agrees that all provisions of the AGREEMENT shall be construed as a whole, according to the fair meaning of the language used.

12. Counterparts and Facsimile or Electronic Signatures. This AGREEMENT may be executed in multiple, original counterparts by the Parties hereto, each of which shall be deemed an original, but which, taken together, shall constitute one and the same instrument effective as of the date each Party hereto has executed counterparts hereof. Facsimile or electronic PDF copies of the Parties' signatures shall be treated as originals.

13. Cooperation. The Parties agree to work with each other to execute such other and further documents as necessary to effectuate this AGREEMENT's intent.

14. Notice. To the extent the VENDOR is required to provide written notice to ACCT per the terms of this AGREEMENT, that notice shall be sent by both mail and email to:

Association for Challenge Course Technology
Attn: Program Department
P.O. Box 19797
Boulder, Colorado 80308 USA
vendor-accreditation@acctinfo.org

To the extent ACCT is required to provide written notice to the VENDOR per the terms of this AGREEMENT, that notice shall be sent by both mail and email to:

VENDOR

Company Name: _____

Attn: _____

Address 1: _____

Address 2: _____

City, State, Postal Code, Country: _____

By signing this AGREEMENT, the VENDOR and the ACCT acknowledge they have the authority to enter into this AGREEMENT, have fully read and understood the AGREEMENT, and agree to the terms and conditions set forth above.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT on the respective dates indicated below:

ACCT

By: _____

Type Name: _____

Title: _____

Date: _____

VENDOR

By: _____

Type Name: _____

Title: _____

Name of Vendor: _____

Date: _____

LISTING OF EXHIBITS TO THE AGREEMENT:

EXHIBIT A – Vendor Accreditation Insurance Policy

EXHIBIT B - Accreditation Fees and Dues Policy

EXHIBIT C - Change in Leadership/QCP Policy

EXHIBIT D - Vendor Accreditation Annual Report Policy

EXHIBIT E - Vendor Accreditation Sale and Transfer of Ownership Policy

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EXHIBIT G - Change in Name Policy