## APPLICATION FOR CERTIFICATION AS AN AAADM REVOLVING DOOR INSPECTOR

Name	PLEASE PRe of Individual Applicant:	INT <u>LEGIBLY</u> AND COMPLETE <u>ALL</u>	SECTIONS.
E-ma	nil Address:		
City, Appli Busin City,	e Address: [Street Address, <u>not</u> P. O State, and Postal Code: Zip cant's Employer Name: less Address: [Street Address, <u>not</u> State, and Postal Code hone Number:		
		HOME ADDRESS BUSINESS ADDRESS Install Service/Install O	
applio Appli <i>comp</i>	cation?:In what caticant Has Taken the Factory Trany and dates of factory course	ne revolving pedestrian door industry pacity?aining Course Given by the Following:  volving Door Inspector Training Cour	g AAADM Member: (name of
	Date of Class	AAADM Member Company	City/State
<ol> <li>2.</li> <li>3.</li> </ol>	individual who has worked in the or b) worked in the revolving pede taken the factory training course or industry is one who is employed be revolving pedestrian doors as its put The individual candidate must concertified Instructor prior to the class candidate and his/her employer. To coordinate scheduling of training so If a candidate appears not to meet return the course fee to the candidate his/her qualifications, and if the mandling.	mplete and sign an application for the training ass, along with (a) a check for the course fee, the trainer will review the application for consessions with the AAADM members giving the qualifications, AAADM headquarters with ate. The candidate will have the opportunity atter is disputed, it shall be referred to the AAADM headquarters with the candidate will have the opportunity atter is disputed, it shall be referred to the AAADM headquarters.	ths immediately preceding the application, ediately preceding the application and has as worked in the revolving pedestrian door es, or installs automatic pedestrian doors or g program and return it to the AAADM and (b) a License Agreement signed by the appliance with the prerequisites and will ourses.  Il notify the candidate of this fact, and to give further information regarding AADM Certification Committee for further
Appli	cant Name:	Applicant Signature: Sign	Date:
PLEAS	SE PRINT]	c: Sigi	ature:
emplo	yer and a check payable to AAAI	nust submit a completed License Agreem DM for the training course fee of \$250.00 provide the card holder name below and or	OR.
Card 1	Holder Name:	http://www.aaadm.com/paypal/	certification.htm
Do	not provide your credit card in	formation to the association office. All	credit card payments must be made

online. You will receive a receipt for your payment via e-mail. AAADM, 1300 SUMNER AVENUE, CLEVELAND, OH 44115-2851

PHN: 216/241-7333, FAX: 216/241-0105, E-MAIL: <u>AAADM@AAADM.COM</u>

## LICENSE AGREEMENT

Company:		_	
Individual:		_	
This License Agreement is entered into this _	day of	, 20	_, by and between the
American Association of Automatic Door Manu	facturers ("AAA]	DM"), and the abov	e-named Company and
Individual.			

## **RECITALS:**

- A. AAADM has established a training and certification program for inspectors of revolving pedestrian doors.
- B. The Individual has applied for certification as an AAADM certified revolving door inspector, and has or will be taking the AAADM certification training program.
- C. When the Individual successfully completes the AAADM training program, the Individual and Company wish to be able to use the AAADM name and logo.

NOW THEREFORE, in consideration of these mutual agreements, the parties agree as follows:

- 1. Conditions for Inspector Certification. The Company and Individual represent and warrant that the Individual has:
  - i. worked in the revolving pedestrian door industry for 6 months immediately preceding the application for an AAADM training course, or
  - ii. worked in the revolving pedestrian door industry for at least 90 days immediately preceding the application for an AAADM training course and has taken the factory training course of an AAADM member.

An individual who has worked in the revolving pedestrian door industry is one who is employed by a company in the industry that sells, services, or installs automatic pedestrian doors or revolving pedestrian doors as its primary business.

- Certificates. If and when an Individual successfully completes the AAADM training course, including attending all training sessions and passing all examinations, AAADM will issue that Individual a certificate of successful course completion ("Inspector Certificate"), and will issue the Company a certificate that the Company has an AAADM certified inspector on staff ("Company Certificate").
- 3. Use of AAADM Name and Logo by Individual. When an Individual receives his/her Inspector Certificate, that Individual shall be licensed and permitted to do the following, as long as his/her Certificate remains in force and he/she complies with all of the provisions of this Agreement:
  - a. display his/her Inspector Certificate and Inspector Identification Card issued by AAADM;
  - b. state that he/she is an AAADM Certified Inspector for revolving pedestrian doors;
  - c. use and reproduce the AAADM Inspection Forms for use only on inspections conducted by him/her in compliance with the procedures set forth in the AAADM training course;
  - d. use the AAADM name and logo, in the form and manner from time to time approved by AAADM, solely to advertise that he/she is an AAADM certified inspector.

Each Inspector Certificate shall expire one year after being issued or one year after any revision to the ANSI/BHMA A156.27 standards, based on the nature of the change and at the discretion of AAADM. In the event that the ANSI Standard is revised, the Individual shall retake and pass a new examination (and training course, if required) within one year after the effective date of the ANSI revision. If this is not done, the Inspector Certificate will expire and this Agreement shall terminate for such Individual.

- 4. Use of AAADM Name and Logo by Company. When the Company receives its Company Certificate, the Company shall be licensed and permitted to do the following, as long as its Company Certificate remains in force and the Company complies with all of the provisions of this Agreement:
  - a. display the Company Certificate,
  - b. advertise that it has an AAADM certified inspector on staff,
  - c. use the AAADM name and logo, in the form and manner from time to time approved by AAADM, solely to advertise that it has an AAADM certified inspector on staff.

If at any time the Company does not employ an AAADM certified inspector, with a current certificate, the Company Certificate and this Agreement shall terminate as to the Company.

- 5. Conditions. The Company and each Individual must comply with the following:
  - a. Each Individual shall promptly notify AAADM at any time that he or she changes employment.
  - b. The Company and Individual shall certify to AAADM every year that they are in compliance with this Agreement and shall register annually with AAADM. Company and individual certification will expire annually unless registration is completed.
  - c. The certified Individual (or other AAADM certified inspector) shall personally conduct all inspections in which an AAADM Inspection Form is used, and shall not permit any non-certified person to use, complete or sign such forms.
  - d. The Company shall keep a record of all installations inspected by its AAADM certified inspector.
  - e. The Company shall have an ongoing program for the performance of regular AAADM inspections.
- 6. Limitations. Neither Individual nor Company shall obtain any rights in the AAADM name and logo, and shall not use them except as expressly authorized in this Agreement. Without limitation, neither Company nor Individual shall represent or imply that he, she or it represents, is affiliated with, or is approved or endorsed by AAADM, or that any inspection or service performed by it, him or her is performed, endorsed or approved by AAADM. From time to time, at the request of AAADM, Company and Individual shall provide AAADM with copies of all promotional and other material using the AAADM name and/or logo for its review. This Agreement and the Certificates are not assignable by Company or Individual. This Agreement will be governed by Ohio law, and the parties consent to jurisdiction and venue in any court in Cleveland, Ohio.
- 7. Termination. In the event that there is any breach of this Agreement, AAADM may terminate this Agreement. This Agreement will also automatically terminate under certain circumstances as provided in paragraphs 3, 4, and 5. On termination, the Individual and/or the Company (as the case may be) will immediately cease all usage of the AAADM name and logo, will destroy all materials using the AAADM name or logo, and will certify to AAADM that it has done so.
- 8. Indemnity. The Company and Individual indemnify and hold AAADM harmless from all claims, losses, costs and expenses arising out of or relating to the inspector training and certification program, the use of any information or materials obtained from AAADM (including but not limited to any

errors or omissions), and all operations of the Individual and the Company, including but not limited to any installation, service, or inspection of doors.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the above date.

AMERICAN ASSOCIATION OF AUTOMATIC  DOOR MANUFACTURERS	С	
R. Christopher Johnson, Executive Director		
	Company Name	
	Signature of Company Officer	
	Signature of Individual (Inspector)	