



INDEPENDENT AUDITOR AGREEMENT

This Independent Auditor Agreement is entered into this date _____, by and between Air Charter Safety Foundation, Inc. (“ACSF”), located at 1800 M Street NW, Suite 400S, Washington, DC 20036, and [COMPANY NAME, ADDRESS, CITY, STATE] (“Audit Company”).

WHEREAS, ACSF, in cooperation with leading air charter operators and shared aircraft ownership management companies, aviation auditing firms, charter consumers, and the FAA, has developed the *ACSF Industry Audit Standard* and has developed a website available to the general public regarding air charter operators and shared aircraft ownership management companies (“Operators”) that have been audited pursuant to the *ACSF Industry Audit Standard* and are in compliance with the *ACSF Operator Standards*;

WHEREAS, Audit Company has successfully completed training with ACSF in the *ACSF Industry Audit Standard*, the *ACSF Operator Standards*, and audit methodologies, and thus is an ACSF Approved Independent Auditor;

WHEREAS, Audit Company desires to utilize the *ACSF Industry Audit Standard* to conduct on-site audits of various air charter operators and shared aircraft ownership management companies to determine if they are in compliance with the *ACSF Operator Standard*;

NOW, THEREFORE, taking the foregoing into account, and in consideration of the mutual covenants and agreements set forth herein, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1 AUDIT COMPANY OBLIGATIONS

1.1 No Agency. Audit Company understands and agrees that it and its employees, individually or collectively, are not an employee or Agent of ACSF (for purposes of this Agreement, the term “Agent” shall mean “a person who is authorized to act for or in place of another”). Thus, nothing in this agreement shall be construed as creating or establishing the relationship of employer and employee between ACSF and Audit Company or any employee or agent of Audit Company. Audit Company shall make no representations as an agent or employee of ACSF, and shall have no authority to bind ACSF or incur any liability or obligation on behalf of ACSF unless specifically authorized in writing to do so. Audit Company is alone responsible for maintaining proper insurance and for compliance with all federal, state, and local laws and regulations to which it is subject.

1.2 License. ACSF hereby grants to Audit Company for the term of this Agreement a non-exclusive limited license to utilize the *ACSF Industry Audit Standard* solely in conjunction with conducting safety audits of Operators pursuant to ACSF standards and audit methodologies. Audit Company shall notify ACSF at least thirty (30) days in advance of each audit it will perform utilizing the *ACSF Industry Audit Standard*.

1.3 Conditions for Use of ACSF Industry Audit Standard. Audit Company warrants that audits of Operators utilizing the *ACSF Industry Audit Standard* will be conducted in strict conformance with ACSF standards and audit methodologies. Upon reasonable notice by ACSF, Audit Company shall permit an ACSF representative to observe Audit Company's audits utilizing the *ACSF Industry Audit Standard*. Audit Company also warrants and represents that it will not conduct any audits utilizing the *ACSF Industry Audit Standard* where either it, or one or more of its employees, have a conflict of interest with the Operator which could compromise objectivity or otherwise interfere with the diligent and thorough performance of the audit. Audit Company shall execute the *Audit Company Conflicts of Interest Policy*, attached hereto, and abide by such policy in performing audits utilizing the *ACSF Industry Audit Standard*.

1.4 Audit Company Services to Operators. Audit Company is fully and solely responsible for the audit services it provides utilizing the *ACSF Industry Audit Standard*. Prior to commencing any and all audits utilizing the *ACSF Industry Audit Standard*, Audit Company shall obtain from the Operator a legally binding commitment to indemnify and hold harmless ACSF, its directors, officers, employees, and agents, from any and all liability that ACSF may incur, including attorney's fees or other legal expenses, arising directly or indirectly from or related to an audit utilizing the *ACSF Industry Audit Standard* or any other act or omission of Operator or Operator's employees or agents.

1.5 Notification of ACSF Registry. Audit Company agrees to provide to all Operators it audits utilizing the *ACSF Industry Audit Standard* such information as ACSF supplies Audit Company about ACSF's Industry Audit Standard Operator Registry ("Registry"), which may include brochures describing procedures and associated fees to apply for Registry listing.

1.6 Termination. ACSF and Audit Company may terminate this Agreement at any time. This Agreement shall immediately and automatically terminate in the event that Audit Company fails to maintain in good standing its ACSF Approved Independent Auditor status. Upon termination neither party shall have any further liabilities or obligations to the other hereunder except that Audit Company shall be bound by the requirements of Paragraphs 2.3 and 2.8.

ARTICLE II MISCELLANEOUS

2.1 Relationship of Parties. This Agreement is not intended to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or other form of business

organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth herein.

2.2 Assignment. The Audit Company, its employees and contractors may not sublicense or assign any rights provided herein. Any unauthorized attempt at sublicense or assignment shall be void.

2.3 Indemnification. Audit Company shall indemnify and hold harmless ACSF, its directors, officers, employees, and agents, from any and all liability that ACSF may incur, including attorney's fees or other legal expenses, arising directly or indirectly from or related to Audit Company's use of the *ACSF Industry Audit Standard* or any other act or omission of Audit Company or Audit Company's employees or agents. Audit Company's obligations under this Paragraph shall survive termination of this Agreement.

2.4 Insurance. Audit Company shall carry in full force and effect the minimum insurance coverage as outlined in Exhibit A to this Agreement at all times during audits in which the *ACSF Industry Audit Standard* is utilized. Audit Company shall name ACSF as an additional insured under the insurance policies. Audit Company shall provide ACSF with thirty (30) calendar days advance notice of cancellation or material alteration to those insurance policies.

2.5 Limitation of Liability. Under no circumstances shall ACSF be liable to the Audit Company, its employees, and contractors for losses due to interruption of operations, lost or anticipated profits, consequential, incidental, special, punitive, or any other type of indirect damages arising under or relating to this Agreement.

2.6 Conflicts of Interest. Audit Company warrants that it is under no obligation to any other individual or entity that in any way conflicts with Audit Company's use of the *ACSF Industry Audit Standard* pursuant to the terms of this Agreement.

2.7 Copyright Ownership. Audit Company acknowledges that the *ACSF Industry Audit Standard*, the *ACSF Operator Standards*, and audit methodologies are proprietary and trade secrets of ACSF and that ACSF owns all copyrights, trademarks, and any other form of intellectual property interest in or associated with them.

2.8 Confidentiality. Audit Company agrees to maintain the confidentiality of all documents and information that ACSF considers to be confidential, secret, and/or proprietary ("Confidential Information") received or arising during the term of or in connection with this Agreement. Confidential Information of ACSF shall be used by Audit Company only as permitted pursuant to this Agreement. Confidential Information includes, but is not limited to, *ACSF Industry Audit Standard*, the *ACSF Operator Standards*, and audit methodologies. Except for the *ACSF Industry Audit Standard*, the *ACSF Operator Standards*, and audit methodologies, Confidential Information does not include information that (1) is in or becomes in the public domain without violation of this Agreement by Audit Company, (2) is already in the possession of Audit Company, as evidenced by written documents, prior to the disclosure thereof by ACSF, or (3) is rightfully received from a third entity having no obligation to ACSF and without

violation of this Agreement by Audit Company. Upon termination of this Agreement for any reason, Audit Company shall immediately return to ACSF all Confidential Information, including but not limited to all copies in any form, including electronically stored documents and data, and to make no further use of such Confidential Information. The parties agree not to disclose to any person or entity the content or the existence of this Agreement except by mutual consent. Audit Company agrees and covenants that it will not use any of the Confidential Information, except as permitted pursuant to this Agreement, and that misuse or misappropriation of the Confidential Information will cause ACSF irreparable harm. Audit Company's confidentiality obligations under this Paragraph shall survive termination of this Agreement.

2.9 Dispute Resolution. Both parties recognize that conflicts or disputes may occasionally arise. If any dispute cannot be resolved in private meetings between the parties, a suit may only be brought in courts within the District of Columbia and each party hereby submits to the exclusive jurisdiction of the local and federal courts within the District of Columbia.

2.10 No Prior Agreements. This Agreement, which is the entire Agreement between the parties, supersedes any prior oral or written agreements, understanding or commitments. No amendments shall be valid unless written and signed by both parties. If any provision is declared void or unenforceable, it shall not affect the validity or enforceability of any other provisions.

2.11 Governing Law. The laws of the District of Columbia, United States of America shall govern the interpretation of this Agreement. The only appropriate venue for resolution of disputes to this Agreement shall be in the District of Columbia. In any action to enforce the terms of this Agreement, the prevailing party shall be entitled to reimbursement of its costs and reasonable attorneys' fees from the losing party. Audit Company agrees that any unauthorized use or misappropriation of the *ACSF Industry Audit Standard*, the *ACSF Operator Standards*, and audit methodologies, will cause ACSF irreparable harm. In the event that ACSF alleges that Audit Company is using the *ACSF Industry Audit Standard*, the *ACSF Operator Standards*, and audit methodologies in violation of this Agreement, Audit Company shall waive the defense that there is an adequate remedy at law or equity and agree that ACSF may obtain preliminary and permanent injunctive relief to stop such violation, without being required to provide actual damages, post bond or furnish other security.

2.12 Notices. Any notices to be given under this Agreement shall be deemed effective upon receipt of confirmed facsimile, confirmed express delivery or on the third day after mailing by certified mail, return receipt requested. Notices shall be delivered, transmitted, or mailed to the addresses set forth in this Agreement, unless a party has notified the other party in writing of a new address.

Signed and entered into this ____ day of ____, 2023.

Air Charter Safety Foundation, Inc.

BY: _____

Name: Robert Rufli

Title: Director of Operations

_____ [company]

BY: _____

Name: _____

Title: _____

Please return via email to **acsfadmin@acsf.aero**.

EXHIBIT A
Insurance Requirements

1. Professional Liability Coverage
Professional Liability Insurance of at least \$1,000,000 per occurrence or policy limits, whichever is greater, with an endorsement that includes the scope of the services provided.
2. General Liability Coverage
Comprehensive General Liability insurance against third party bodily injury or property damage, including but not limited to, personal injury and Products-Completed Operations in the amount of \$1,000,000 per occurrence or policy limit whichever is greater.
3. Auto Liability Coverage
Auto Liability Insurance in an amount not less than \$1,000,000 combined single limit each occurrence including hired, non-owned, and owned automobiles with a specific endorsement that the coverage shall be applicable to airport operations.
4. Workers Compensation
Workers Compensation Coverage or its equivalent per state statute.