**Laboratory Testing Services Agreement**

This Laboratory Testing Agreement (this “Agreement”) is made and entered into by and between Air Movement & Control Association International (“AMCA International”), a Michigan not-for-profit corporation with a principal place of business located at 30 West University Drive, Arlington Heights, Illinois 60004, and [Enter Formal Company Name] (“Customer”), with a principal place of business located at[Enter complete postal address]. AMCA International and the Customer are sometimes referred to herein collectively as the “Parties” and individually as a “Party.”

**WITNESSETH:**

 **WHEREAS,** AMCA International has developed, promulgated, and adopted laboratory standards for the testing and performance rating of air movement and control devices; and

 **WHEREAS,** AMCA International operates a laboratory fully equipped and staffed to conduct tests of air movement and control devices in accordance with AMCA International’s Standard Test Methods as well as by other test methods recognized by AMCA International; and

 **WHEREAS**, Customer desires for AMCA International to conduct certain laboratory testing of its air movement and control devices, as detailed below; and

 **WHEREAS,** AMCA International desires to make such laboratory testing available to Customer at a prescribed fee.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the covenants contained herein, and for other good and valuable consideration, the Parties hereto agree as follows:

1. Laboratory Testing Services to be Provided

1.1 The laboratory testing services to be performed under this Agreement by AMCA International for Customer consist of the following: **[Enter all Tests to be conducted by AMCA and all Devices being tested]**.

1.2 In connection with the laboratory testing services to be provided, Customer, at its own cost, shall ship to AMCA International **[Enter all model #s]** models of each air movement and control device to be tested. AMCA International’s shipping instructions are attached to this Agreement as Exhibit A. Customer further agrees that the air movement and control devices to be tested under this Agreement shall be received by AMCA International at least three (3) business days prior to the scheduled testing.

2. Standard of Care. All tests conducted by AMCA International will be performed in a manner consistent with the level of skill and care ordinarily exercised under similar circumstances by reputable testing laboratories.

3. General Disclaimer. AMCA INTERNATIONAL MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION OR QUALITY OF ANY LABORATORY TESTING SERVICES PROVIDED, ANY TESTING EQUIPMENT, APPARATUS OR FACILITIES UTLIZED TO CONDUCT THE TESTING, ANY TEST RESULTS, CONCLUSIONS AND/OR RESULTING WORK PRODUCT, OR THE FITNESS FOR A PARTICULAR PURPOSE OF THE DEVICE(S) TESTED.

4. Reports of Testing Results. AMCA International will provide confidential written reports setting forth the results of the laboratory testing to Customer within **[Enter # ]** days of the completion of testing. Except as instructed by Customer, AMCA International shall not disclose to any person or entity other than Customer the following: (a) the reports; (b) the results, conclusions, observations and/or opinions contained in the reports; or (c) any information, samples or other material supplied to AMCA International by Customer in connection with the testing.

5. Chain of Custody, Document Retention. AMCA International agrees to maintain appropriate written chain of custody documentation to assure linking of results to specific devices. If requested by Customer, AMCA International shall provide the chain of custody documentation with the report. AMCA International will retain test data for three years relating to the laboratory testing services performed under this Agreement.

6. Testing Fees.

6.1 AMCA International’s schedule of fees/costs pricing for laboratory testing services is attached as Exhibit B to this Agreement. AMCA International reserves the right to modify its schedule of fees/costs from time to time and will provide notice to Customer of any such modification(s).

6.2 With regard to the laboratory testing being provided to Customer under this Agreement, AMCA International will issue an invoice prior to the commencement of the testing. All invoices shall be paid within one (1) business day of receipt of the invoice. AMCA International will not commence the laboratory testing until all invoices have been paid by Customer in full.

7. Indemnification; Limitation of Liability.

7.1 Customer agrees to indemnify, defend, and hold AMCA International harmless from and against any and all third-party claims, costs and expenses (including attorneys’ fees and expenses), demands, actions and liabilities of every kind and character whatsoever arising from or resulting in any way from AMCA International’s performance of its obligations under this Agreement.

7.2 Under no circumstances will AMCA International be liable to Customer for any indirect or consequential damages of any kind, including lost profits (whether or not AMCA International has been advised of such loss or damage) arising in any way in connection with this Agreement. Customer further agrees that AMCA International’s liability under this Agreement shall be strictly limited to the amount set forth in the invoice issued by AMCA International to Customer for the testing services provided.

8. Headings. The headings of the various sections hereof are intended solely for the convenience of reference and are not intended for any purpose whatsoever to explain, modify or place any construction upon any of the provisions of this Agreement.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

10. Waiver. A waiver by any Party to this Agreement of any of its terms or conditions in any one instance shall not be deemed or construed to be a general waiver of such term or condition or a waiver of any subsequent breach.

11. Choice of Law and Forum. All disputes regarding the meaning, effect, force or validity of this Agreement shall be determined according to the law of the State of Illinois. The Parties expressly agree that the federal and state courts located in the State of Illinois, Cook County, are the most reasonable and convenient forums for resolutions of any such disputes, and designate said courts as the exclusive forums in which all such disputes shall be litigated. Accordingly, the Parties consent to the jurisdiction and venue of, and service of process by, said courts. Each Party agrees that the provisions of this Section 11 are specifically enforceable, and that it shall pay all expenses, damages, and costs (including attorneys’ fees and expenses) of any other Party if said other Party commences, prosecutes, or permits to continue any actions in any other forum.

12. Severability. All provisions of this Agreement are severable. If any provision or portion hereof is determined to be unenforceable by a court of competent jurisdiction, then the rest of this Agreement shall remain in full effect, provided that its general purposes remain reasonably capable of being effected.

13. Entire Agreement. This Agreement and its exhibits (a) constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof; (b) supersedes and replaces all prior agreements, oral or written, between the parties relating to the subject matter hereof; and (c) except as otherwise indicated herein, may not be modified, amended or otherwise changed in any manner except by a written instrument executed by the Parties.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Laboratory Testing Services Agreement, as of the date and year written below.

**ATTESTATION & SIGNATURE:**

Company: Air Movement and Control Association International, Inc. Date: [Select Date]

Name: [Enter Full Name] Title: [Enter Title] Email: [Enter E-mail]

Company: [Enter Company Name] Date: [Select Date]

Name: [Enter Full Name] Title: [Enter Title] Email: [Enter E-mail]

Signature: 

[ ]  Check this box to indicate that your typed name above is acceptable as your signature.