

AMERICAN LUMBER STANDARD COMMITTEE, INCORPORATED
AGREEMENT WITH AGENCIES
WHICH PROVIDE SERVICE TO TREATING PLANTS

This agreement entered into this _____ day of _____, 19____, by and between the American Lumber Standard Committee, Incorporated, ("ALSC") and _____ of _____ an agency that supervises and/or certifies wood treating plants hereinafter called the "Agency".

WITNESSETH: The American Lumber Standard Committee has adopted a policy to authorize the Board of Review to accredit and monitor agencies that provide service to wood treating plants under certain American Wood Preservers' Association (AWPA) standards as referenced in the American Lumber Standard Committee Treated Wood Policy.

Upon the accreditation by the Board of Review that the aforementioned Agency has met the basic requirements herein, the American Lumber Standard Committee authorizes the Agency to function as an accredited agency, subject to the conditions specified in this agreement and to all of the rules and regulations of the American Lumber Standard Committee and the Board of Review relating to the quality marking of lumber and the performance of inspection agencies.

In consideration of this accreditation and authorization and in order to retain such, the said Agency shall continue to maintain the same procedures and efficiency in its conduct of this service as were required for the granting of this privilege, and to abide by all of the provisions of the American Softwood Lumber Standard PS 20, American Lumber Standard Committee Bylaws and the American Lumber Standard Committee-Board of Review Enforcement Regulations and Guidelines, Treated Wood Policy and Treated Wood Enforcement Regulations, and all other requirements and policies of the American Lumber Standard Committee and the Board of Review as now in effect or hereafter adopted, including the following requirements:

1. It shall maintain a bona fide supervisory service under which each participating treating plant shall be inspected at least twelve times each year, and thoroughly check the performance of all treating plants authorized to quality mark with the agency symbol. Its supervisory staff shall make a written report on each inspection, sending a copy of the report to the treating plant and to Agency's office. The report shall show the complete information necessary to determine conformance to all applicable specifications, quantity of each item checked, whether quality marked, when checked and where checked.
2. It shall have all of its inspections conducted only by properly supervised and qualified inspectors, none of whom shall be engaged in any undertaking which might conflict with his/her independent position as an inspector.
3. It shall maintain sufficient supervision of its inspection staff to assure not only the continuing competency of its members but consistency on their part in the uniform application of the AWPA standards.
4. It shall conform to all of the requirements for quality marking as set forth in the Treated Wood Enforcement Regulations.
5. It shall require that when its mark is applied to any treated products, the treated products shall conform in every respect to the provisions of the applicable AWPA standards, and no special agreements between buyer and seller shall justify any deviation from this requirement.
6. It shall enter into a written agreement or licensing arrangement with each treating plant that quality marks under its supervision, setting forth the conditions that shall be met by the treating plant in order to be entitled to use the agency quality marks.
7. It shall include in its contract with each supervised treating plant a provision giving the Board of Review the continuing right to have a representative examine treated wood and untreated wood at the point where the Agency official quality mark is being used.

8. It shall permit representatives of the Board of Review to spot check at destination points any treated products bearing its quality mark, and shall incorporate a similar provision in its contract with the treating plants giving the Board of Review representatives the right to make such examinations wherever such treated products are encountered.

9. It shall agree that the Board of Review shall require the complete reinspection of incorrectly labeled treated or untreated products, and shall cooperate fully in taking such steps as are necessary to eliminate or minimize the recurrence of such improper labeling.

10. It shall maintain for a period of at least two years complete records of all inspections which shall be available for examination by a Board of Review representative at any time during normal business hours.

The agency further agrees to withdraw its service promptly from any treating plant found to be not in conformity with the requirements established by the American Lumber Standard Committee, and to recover its quality marking stamps or tags promptly from the treating plant.

It is further agreed by the Agency that it shall make all reports required by the Board of Review and pay such fees as may be assessed to cover its pro rata of the cost of this program, payment to be made annually or quarterly, in advance.

Failure on the part of the Agency to fulfill any of the agreements contained herein or any reasonable rules and regulations in relation to quality marking of treated products adopted by the American Lumber Standard Committee, shall be grounds for notice to be given to the Agency of the immediate termination of its authorization to function as a Board of Review accredited agency.

In consideration of the accreditation and authorization, the Agency hereby agrees to defend, hold harmless, and indemnify the ALSC, the National Grading Rule Committee, the Board of Review and the Standing Committee and the members, alternate members, directors, alternate directors, officers, and employees of such against and in connection with any claim, action, suit, proceeding or liabilities in connection with or arising out of the activities of the Agency. This undertaking shall continue in effect after any termination of this contract.

This contract to continue in full force and effect, unless revoked, as long as said agency desires to be a participant in the American Lumber Standard program and maintains its standing as an accredited agency.

IN WITNESS WHEREOF, we have signed our names the date above written.

AMERICAN LUMBER STANDARD COMMITTEE

By _____
President

Accepted:

Agency _____

By _____

Title _____