

## ACCREDITATION AGREEMENT

*A signed accreditation agreement must be part of the pre-application. The blank space in the first paragraph should be filled in with the applicant organization's name.*

### Accreditation Agreement

The \_\_\_\_\_ hereby requests that the Land Trust Accreditation Commission review the enclosed pre-application for accreditation and any subsequently submitted application and related material and determine if our organization meets the accreditation indicators and program requirements necessary to be awarded accreditation.

#### 1. Attestations

I certify that I have read this pre-application and reviewed the attachments and attest that the material provided in this pre-application is an accurate reflection of our organization's policies and operations. I further certify that, to the best of my knowledge, our organization is in compliance with all relevant local, state and federal laws and regulations.

#### 2. General Agreements

By signing this Agreement, our organization agrees to the following.

- To pay all fees required by the accreditation program with the understanding that fees are due regardless of the outcome of the final decision on accreditation and that all fees are nonrefundable.
- To provide any additional information or documents requested by the Commission as part of the review of this pre-application and subsequent application.
- To consent to a site visit by the Commission if our organization is selected for such a visit.
- To fairly represent our status as an applicant for accreditation until a decision on this pre-application and any subsequent application is made by the Commission.
- To grant the Commission the permission to use our organization's name in the Commission's print and electronic publications to indicate its status as an applicant for accreditation and to publish final decisions made on our application.
- To refrain from lobbying commissioners and Commission staff on behalf of our organization's application for accreditation and from providing gifts of any kind to Commission representatives.
- To understand that the Commission will evaluate our organization for compliance with *Land Trust Standards and Practices* (Standards) via review of the accreditation indicators and that it may also take into consideration non-accreditation indicators when necessary to verify compliance with the accreditation requirements and/or when disregard of a non-accreditation indicator could put our organization at risk or threaten the credibility of the accreditation program.
- To understand that the term of accreditation is five years.

### **3. Accreditation Agreements**

If accreditation is awarded, our organization agrees to abide by the following conditions for maintaining accreditation as well as those identified in the current edition of the *Applicant Handbook* or any successor edition thereof.

- To comply with the accreditation indicators and program requirements that were in place at the time accreditation is granted, to accept the responsibility of staying aware of and demonstrating compliance with current program requirements and to uphold the credibility of the accreditation program.
- To notify the Commission in writing of major changes in our structure or operation that could potentially affect our organization's intent and ability to comply with the accreditation indicators or program requirements, including those changes specified in the *Applicant Handbook*.
- To implement Standards, to be aware of any changes to them, to stay current in the field of land conservation and to continually learn and refine our programs to implement Standards
- To provide the Commission with information, upon request, regarding our organization's compliance with the accreditation indicators and program requirements.
- To abide by any Commission action or decision regarding our accredited status, including probation or revocation of our accredited status if we are no longer in compliance with the accreditation indicators or program requirements, provided that such action follows policies and procedures published by the Commission.
- To use the accreditation seal and the Commission's logo and trademarks only as permitted by the Commission and to execute a License Agreement as an addendum to this Agreement with respect to the use of the seal and representation of our accredited status.

### **4. Additional Terms**

In addition to the forgoing, our organization agrees to the following.

- To defend and indemnify the Commission, its commissioners, employees and agents against all claims, liabilities, damages and expenses (including, but not limited to, reasonable attorney's fees) which may relate to this Agreement or to our organization's participation in the land trust accreditation program, including (but not limited to) the Commission's findings and decisions regarding the accreditation status of our organization, publication of the accreditation status of our organization, or any other action based on our organization's participation in the accreditation program or accreditation status.
- To hereby waive all claims against the Commission, its commissioners, employees and agents and assume full responsibility for all expenses which our organization may incur as a result of this Agreement and/or our organization's participation in the accreditation program, including (but not limited to) those specific matters listed above. However, our organization understands and the Commission agrees that the obligations and waiver listed above do not extend to claims, liabilities, damages and expenses arising out of gross negligence or willful misconduct of the Commission.

- That the obligations and waiver listed in this section (4) continue in effect beyond the end of this Agreement.
- That this Agreement shall be governed exclusively and construed in accordance with the laws of the District of Columbia and, in the event that my organization wishes to take legal action against the Commission, to file such action in the District of Columbia.

**5. Land Trust Accreditation Commission Agreements**

Upon receipt of this signed Agreement, our organization understands that the Commission agrees to follow its stated policies and procedures, including its confidentiality policy.

This Agreement shall be effective from the date of our organization’s signature below through the earliest of a) it being replaced by a subsequent Renewal Accreditation Agreement, b) one year after the date our organization voluntarily withdraws from the program, c) one year after the date our organization lets its accreditation lapse without applying for renewal, or d) one year after the date of a decision by the Commission to not award accreditation or revoke accreditation.

The individual signing below represents that he/she is authorized by the organization to enter into this Agreement on its behalf.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Signatory

\_\_\_\_\_  
Name of Organization