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NARSA
The International Heat Transfer Association

**Application for Certification as a
NARSA Approved Heavy Duty Radiator Repair Facility**

- Please Print Legibly -

Applicant: _____, at its
Shop Name/Repair Facility

facility located at: _____,
Street Address

_____, hereby applies for certification by
City, State and Zip

the National Automotive Radiator Service Association, with offices at 15000 Commerce Parkway, Suite C, Mount Laurel, NJ 08054 (“NARSA”), as a NARSA Certified Heavy Duty Radiator Repair Facility.

Applicant acknowledges that upon approval of this application for certification as a NARSA Certified Repair Facility, Applicant must meet all of the criteria for certification as set forth by NARSA in its GUIDELINES FOR CERTIFICATION IN THE HD PROGRAM. Once all program criteria have been met, submitted to and approved by NARSA, the applying facility shall receive an Evidence of Certification certificate, which must be displayed prominently in the Applicant’s facility. The Applicant must then apply to have a minimum of one (1) technician certified as a NARSA Heavy Duty Certified Technician, within 120 days of receipt of the facility’s Evidence of Certification, in accordance with all prescribed guidelines. Once the facility has a NARSA Certified Technician, it may advertise the fact that it employs one or more NARSA Certified Technicians and is a NARSA Certified Heavy Duty Repair Facility. Applicant understand and agrees that any form of such advertising shall be subject to the prior review and approval of NARSA. Applicants that operate more than one repair facility must

make a separate application for each facility which it desires to be certified by NARSA under the auspices of the aforementioned program.

Futhermore, Applicant acknowledges and agrees that:

A. Applicant's certification shall be valid as long as the Applicant employs one or more NARSA Certified Technicians and continues to comply with each of the program criteria set forth in the GUIDELINES FOR CERTIFICATION IN THE NARSA HD PROGRAM.

B. Applicant will provide updated information to NARSA within ten (10) days of any changes in employment status (including voluntary or involuntary employment termination) of any NARSA Certified Technicians employed by Applicant. Failure to furnish such information in a timely manner may result in the revocation of Applicant's NARSA certification.

C. If NARSA, for whatever reason, revokes the individual NARSA certification of a NARSA Certified Technician employed by the Applicant, NARSA shall provide notice, in writing, to the Applicant. If the Applicant no longer employs any NARSA Certified Technicians, it shall remove the NARSA Evidence of Certification from public display, and shall no longer advertise in any form or manner, except as permitted by NARSA, with respect to employing individuals who are NARSA certified.

D. NARSA may modify or terminate this certification program, at any time, upon prior notice to Applicant. Subject to the terms set forth in Exhibit "A" attached hereto, NARSA also may terminate Applicant's NARSA certification at any time for cause shown, including, without limitation, for any failure of the Applicant to comply with the terms and conditions of the Certification program. Upon notification of termination, Applicant agrees to remove the NARSA Evidence of Certification from public display, or replace it with one provided by NARSA. If the certification program or Applicant's participation therein has been terminated, Applicant shall no longer advertise in any form or manner, except as permitted by NARSA, with respect to employing individuals who are NARSA certified.

E. Applicant shall not in any way misrepresent its relationship with NARSA. In particular, Applicant shall not represent that it is an exclusive employer of NARSA certified technicians, nor shall Applicant represent that its certification constitutes an approval or endorsement by NARSA or (i) Applicant's business operations, or (ii) the work performed by Applicant's NARSA Certified Employees or other employees.

F. Applicant's rights to this certification, if granted, are personal to the Applicant and may not be transferred to anyone else or to any other repair facility.

G. In no event shall NARSA be liable to Applicant or to anyone else for any acts or omissions, intentional, negligent or otherwise, by Applicant or by any of Applicant's employees, including but not limited to NARSA Certified Employees, that cause any damage or injury whether economic or personal.

H. Applicant shall defend, indemnify and hold harmless NARSA and its officers, directors, employees, and members, from and against any and all losses, damages (including special, incidental or consequential damages), claims, settlements, costs, expenses and other liabilities (including attorneys fees) arising out of any acts or omissions on Applicant's part or on the part of any of Applicant's employees (including but not limited to, NARSA Certified Employees), whether such acts or omissions are negligent, intentional or otherwise, and including, without limitation, claims, losses, damages, etc. arising from the services performed by Applicant or its employees or arising from Applicant's failure to remove or replace the NARSA Evidence of Certification as set forth in this Application.

Applicant encloses a check/money order in the amount of \$ _____, as payment of the non-refundable application fee in connection with the certification process. Or, Applicant authorizes payment of the amount of \$ _____ on his/her credit card, as follows:

Check One: Visa Master Card Discover Amex

Cardholder's Name: _____

Card No.: _____

Expiration Date: _____

Signature of Cardholder: _____

Applicant understands that he/she will not receive the manual and materials for testing employees for qualification as NARSA Certified Technicians until the application fee and this Application for Certification are received by NARSA.

Applicant also acknowledges and agrees that NARSA acceptance of this Application for Certification and the application fee shall not constitute a guarantee or assurance that Applicant will receive certification as a NARSA Certified Heavy-Duty Radiator Repair Facility..

Date: _____

Signed: _____
Applicant

EXHIBIT "A"

Rights of Applicants/Certified Radiator Repair Facilities

1. In the event an Applicant who applies for certification as a NARSA certified heavy duty radiator repair facility fails to obtain such certification from NARSA, or in the event NARSA revokes, or refuses to renew, the existing certification of such a facility, NARSA shall promptly furnish written notice of such adverse action to the repair facility (at its address set forth in this application or at such other address as may be subsequently provided to NARSA).
2. The notice sent to the repair facility shall set forth the reason or reasons why such action was taken and will also disclose to the repair facility that it can request reconsideration of NARSA's action in one of the following two ways:
 - a. The Repair facility can set forth in writing to NARSA the reason(s) why he/she believes the action taken by NARSA was not appropriate, and request that NARSA reconsider its action, or
 - b. The Repair facility can request, in writing, that a hearing be convened by NARSA to reconsider its action, and at such hearing the Repair facility shall have the opportunity to defend its position.

The Repair facility must transmit its written position to NARSA (as provided in a. above) or its written request for a hearing (as provided in b. above) no later than thirty days after the Repair facility receives the initial notice from NARSA under paragraph 1 above. If the Repair facility fails to provide a response in writing within such thirty day period, it will thereby relinquish all rights to a reconsideration or a hearing as set forth above, and the decision of NARSA shall be final and binding upon the parties.

3. In the event the Repair facility transmits to NARSA its written request for a reconsideration or a hearing in a timely manner, then:
 - a. If the Repair facility has requested a reconsideration of NARSA's action (under paragraph 2a. above), NARSA will evaluate the reason(s) and argument(s) advanced by the Repair facility in his/her letter and, within sixty days after receipt of such letter, NARSA's Executive Director shall issue, in writing, on behalf of NARSA, the final decision concerning the Repair facility's certification status, which thereby shall be final and binding upon the parties.
 - b. If the Repair facility has requested a hearing (under paragraph 2b. above), NARSA shall convene such proceeding within 120 days after receipt of such hearing request. The Repair facility shall be notified of the hearing date at least sixty days in advance, and such notice shall indicate the date, time and place of the proceeding. At the time of the hearing, the Repair facility may have a representative appear with, or in place of, him/her to state the position of the Repair facility before a hearing panel consisting of the Executive Director of NARSA and two staff members. Within thirty days after the convening of the hearing, the NARSA panel shall issue its final decision concerning the Repair facility's certification status, and such decision shall be final and binding upon the parties.