**PRELIMINARY iQFOiL BUILDER APPLICATION FORM**

**Company Information**



Name of Company:

Trade Names (if any):

Company Phone Number:

Company Email Address:

Business Office Address:

Address of Proposed Manufacturing Facility (if different from above):

Company Website:

Principal Contact Name:

Principal Contact Email:

Principal Contact Phone:

Do you give permission for iQFOiL to use your company name in public announcements regarding potential builders?

Yes

No

**Company Profile**

Please provide an overview of your company’s current operations including: size and location of manufacturing facility, years in operation, number of employees, number of boats produced, annual revenue etc.

**Financial Viability**

Please describe the source of funding and access to capital required to fund and operate a viable production process – e.g., private funding, bank loans, type and size of existing lines of credit etc.

**Relevant Manufacturing Experience**

Please describe your company’s manufacturing experience relevant to the production of iQFOiL Equipment including: number of years in operation, type of boats currently produced by your company, experience with World Sailing Class boats and other relevant composite manufacturing experience.

**Key Personnel**

Please name the key personnel for your company including: number of years in the industry, brief summary of their work experience, description of marine or composite manufacturing experience.

**Quality Assurance**

Please provide information on the company’s current quality assurance systems and track record.

**Volume of Production**

Approximate Annual Build Capacity of iQFOiL Class-Legal Equipment:

**Confirmation Statement**

I confirm that I am authorized to submit this application on behalf of the Company and that I understand and agree to the Terms and Conditions attached to this application form.

**Name of Applicant:**

**Company Name:**

**Date:**

**iQFOiL Builder Application Terms and Conditions**

These Terms and Conditions form an agreement between the iQFOiL International Class Association and the Company described in the accompanying builder application form (“Company”).

1. The Company and anyone claiming on Company’s behalf releases and forever discharges the iQFOiL International Class Association and its affiliates, successors, officers, employees, panel members, representatives, partners, agents and anyone claiming through them (collectively, the “Released Parties”), in their individual and/or corporate capacities from any and all claims, liabilities, obligations, promises, agreements, disputes, demands, damages, causes of action of any nature and kind, known or unknown, which the Company has or ever had or may in the future have against iQFOiL or any of the Released Parties arising out of or relating to the application and approval process to become an iQFOiL builder.

2. The Company agrees that the iQFOiL International Class Association is in no way liable for any expense or hardship, either real or intangible, related directly or indirectly to the preparation and submission of an application or the approval process to become an iQFOiL builder. This Agreement shall not be in any way construed as an admission by the iQFOiL International Class Association that it has acted or may act wrongfully with respect to the Company or any other person, that it admits liability or responsibility at any time for any purpose, or that the Company has any rights whatsoever against the iQFOiL International Class Association.

3. The Company understands that its application will be reviewed and evaluated by an iQFOiL Appointed Assessment Panel (“Panel”) and that the deliberations of the Panel are confidential. The Company agrees that it is solely responsible to ensure that its application and any supplement documentation contains all the requested information and, other than in response to requests for additional information from the Panel, the Company agrees it will not make any attempt to contact or influence the Panel in its decision-making process either directly or indirectly. Breach of this provision will immediately invalidate an application.

4. The World Sailing Olympic Equipment Policy requires that the period from when any new builders’ equipment may be used for racing in an Olympic Class is sufficiently long to ensure necessary testing and integrity of such equipment, having regard to the Olympic cycle.

5. This Agreement shall be binding upon the parties and their respective heirs, administrators, personal representatives, executors, successors and assigns. The Company has the authority to release the Claims and has not assigned or transferred any Claims to any other party. The provisions of this Agreement are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior oral or written agreements or understandings between the parties concerning the subject matter of this Agreement. This Agreement may not be altered, amended or modified, except by a written document signed by both parties. The terms of this Agreement shall be governed by and construed in accordance with the laws of Switzerland.

6. Both parties represent they fully understand their right to review all aspects of this Agreement with attorneys of their choice, that they have had the opportunity to consult with attorneys of their choice, that they have carefully read and fully understand all the provisions of this Agreement and that they are freely, knowingly and voluntarily entering into this Agreement.

7. If, despite the foregoing, any controversy or claim is taken to any court, tribunal or dispute resolving body, the Company and the iQFOiL International Class Association agree to the exclusive jurisdiction of the courts of Switzerland.

Please send completed form to: technical@iqfoilclass.org