

## CONTRACT WITH FLIGHTLINE DRUG TESTING FOR PARTICIPATION IN FAA-MANDATED DRUG AND ALCOHOL TESTING PROGRAM

In consideration of the representations made below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Flightline Drug Testing agrees to accept

### AERO PRECISION REPAIR & OVERHAUL CO., INC. A-PRO

(hereinafter "member") into its Drug and Alcohol Testing Program and to provide to that member, as permissible, services required by the Federal Aviation Administration with respect to such testing program, including, but not limited to:

- a. randomization at or above the rate required by the F.A.A.;
- b. specimen collection by consortium designee;
- c. certified laboratory services;
- d. medical review by a qualified medical review officer (not including travel and per diem);
- e. employee education and assistance programs (not including travel and per diem);
- f. central record-keeping services;
- g. hard copies of records required by member to satisfy FAA compliance regulations;

The services listed in subparagraphs a-g above are all included in the random testing fee on a per employee basis

- |                           |                          |
|---------------------------|--------------------------|
| h. Pre-employment testing | i. Periodic testing      |
| j. Testing for cause      | k. Post-accident testing |
| l. Return to duty testing | m. Follow-up testing     |

The services listed in sub-paragraphs h – m above will be performed for a charge of **\$ 65 per individual drug test** (subject to future adjustments required by increases in the costs of services to Flightline Drug Testing). Breath alcohol testing for items j -m, if required, is at additional cost. Specimen collections under emergency or unusual circumstances may incur a surcharge.

The **Annual Membership Fee** shall be \$230 (subject to annual adjustment), payable upon execution of this contract.

In addition, the charges for the **random testing program** (items a - g above) will be **five dollars and seventy-five cents (\$5.75) per active employee per month**, paid in advance monthly in advance; (subject to future adjustments required by increases in the costs of services to Flightline Drug Testing).

Charges for the services listed in items h - m above are payable within 30 days of invoice.

**NO CREDIT OR GRACE PERIODS CAN BE EXTENDED.**

### RENEWAL TERMS

Unless the member has been notified to the contrary by Flightline Drug Testing, in advance of the anniversary date of this contract, this contract will automatically renew for each succeeding year upon the payment by member, prior to the anniversary date of this contract, of the current "annual fee" which will have been published, along with a statement of any other changes in the fees, charges or contract terms, to the member by Flightline Drug Testing

## **ADDITIONAL CONTRACT TERMS**

### **I. Flightline Drug Testing Representations**

Flightline Drug Testing, has obtained written confirmation from the Federal Aviation Administration that its Plan complies with all applicable regulations and is approved for implementation.

Flightline Drug Testing, through its medical review officer, has verified that the testing laboratories used are approved by the Federal Aviation Administration and the Department of Health and Human Services and has made a business determination that the laboratories being utilized under its plan offer good value to the members. No representations are made or implied by Flightline Drug Testing concerning the actual competence of these laboratories or their personnel, other than that, at the time the laboratory was chosen, the medical review officer had determined that, at that time, the laboratory chosen had demonstrated the ability to comply with the requirements of the Department of Health and Human Services. It is specifically represented that there may be other laboratories which can provide consistently higher quality services or consistently lower prices, but that the laboratory chosen represents a business decision to attempt to obtain a good combination of consistency, quality and price. Flightline Drug Testing reserves the right to change laboratories from time to time in its sole discretion.

Flightline Drug Testing will at all times endeavor to comply with all Federal, State and Local laws, regulations and ordinances in the administration of the drug testing program and will, to the greatest extent possible, maintain, preserve and protect the privacy and dignity of the subjects of the drug testing procedures.

### **II. Member Representations**

Member is engaged in business of one or more of the "special aviation activities" which are required by Final Order of the Federal Aviation Administration to participate in an "Anti-Drug Program and Alcohol Misuse Prevention Program" for its personnel.

Member requests and authorizes the Medical Review Officer of Flightline Drug Testing, and Medical Review Officer agrees, to retain all documents pertaining to test results and all associated medical records and to do so in a manner to assure confidentiality of their contents.

IF, FOR ANY REASON, MEMBER SHOULD ENGAGE THE SERVICES OF A DIFFERENT MEDICAL REVIEW OFFICER, IT SHALL THEN BE THE RESPONSIBILITY OF THE MEMBER TO NOTIFY THE FLIGHTLINE DRUG TESTING AND TO REQUEST THAT ITS MEDICAL REVIEW OFFICER TRANSFER ALL RECORDS OF TEST RESULTS FOR THE PREVIOUS 24 MONTHS AND ALL RECORDS OF POSITIVE TESTS AND ASSOCIATED RECORDS FOR THE PAST 60 MONTHS TO THE NEW MEDICAL REVIEW OFFICER WITHIN TEN DAYS OF NOTIFICATION. THE RETENTION AND/OR TRANSFER OF TEST RESULTS AND MEDICAL RECORDS SHALL BE IN COMPLIANCE WITH FAR 121 APPENDIX "P" VII.C (FR59 #160 P. 42931)

Member has obtained advice of counsel (or has had the opportunity to obtain advice of counsel and has, of its own accord, chosen not to obtain such advice) for the purpose of reviewing this Contract and giving advice regarding the rights and responsibilities created by executing this Contract.

The persons who have executed this Contract, and the entity ("member") on whose behalf they have executed it, are sophisticated business persons, of approximately-comparable negotiating power as the persons who have executed this contract on behalf of Flightline Drug Testing and are capable of making the decision whether to accept the terms of this Contract or not.

Neither the member, nor the persons executing this contract on behalf of the member, were under any duress, pressure or other compulsion to execute this contract, but did so freely because, after careful analysis, they perceived it to be in the best interest of the member to do so.

Member recognizes that the area of random drug testing has not been fully examined by the Courts of the State of Florida and of the United States and raises significant constitutional issues concerning the right to privacy and the right to be free from unreasonable searches and seizures (among others). Therefore, the member acknowledges that, by complying with Final Order of the Federal Aviation Administration (which the member is required by law to do), it may become the subject of legal action by one or more of its employees and that the possibility of such legal action is entirely unrelated to the fact that Flightline Drug Testing as opposed to some other provider of these testing services, is providing the vehicle to perform the drug tests.

Member is aware that this Contract contains significant limitations which are intended by both parties hereto to limit specifically the legal and financial liability of Flightline Drug Testing, its officers, directors, agents, employees, Administrators, and medical review officer(s) to a pre-set amount of money and a pre-set commitment of the time of the personnel of Flightline Drug Testing in consideration of the services being rendered to member by Flightline Drug Testing. The member acknowledges that, without the representation being made in this paragraph, Flightline Drug Testing would not have entered into this Contract with the member.

### **III. Limited Warranty**

IN LIEU OF ANY WARRANTY, GUARANTY, REPRESENTATION OR OTHER PROMISE, FLIGHTLINE DRUG TESTING AND MEMBER AGREE THAT, IN THE EVENT MEMBER AND/OR ONE OR MORE OF MEMBER'S PARTICIPATING EMPLOYEES (OR ANYONE ACTING ON BEHALF OF MEMBER OR ONE OR MORE OF MEMBER'S PARTICIPATING EMPLOYEES) SHALL MAKE

OR INSTITUTE ANY CLAIM, DEMAND, THREAT, SUIT, OR ACTION AGAINST FLIGHTLINE DRUG TESTING OR MEMBER RELATING IN ANY WAY TO THIS DRUG TESTING PROGRAM (INCLUDING ANY OF ITS INDIVIDUAL PHASES), THE SOLE LIABILITY OF FLIGHTLINE DRUG TESTING SHALL BE TO PROVIDE: (A) A DOCUMENTATION PACKAGE FROM THE LABORATORY PERFORMING THE TEST WHICH IS THE SUBJECT OF THE CLAIM, AND (B) A RETEST OF THE REPORTED RESULT. BEYOND THIS LIMITED WARRANTY, MEMBERS AGREES THAT FLIGHTLINE DRUG TESTING SHALL HAVE ABSOLUTELY NO LIABILITY WHATSOEVER IN CONNECTION WITH EVENTS ARISING OUT OF THIS CONTRACT. TO THE FULLEST EXTENT ALLOWED BY LAW, MEMBER AGREES TO INDEMNIFY AND HOLD HARMLESS FLIGHTLINE DRUG TESTING ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES AND MEDICAL REVIEW OFFICER FROM ANY LIABILITY, DAMAGE OR EXPENSE BEYOND THOSE SPECIFICALLY LISTED IN THIS PARAGRAPH, INCLUDING BUT NOT LIMITED TO ATTORNEYS FEES AND EXPERT FEES, AND TO PAY ALL SUCH EXPENSES AS SOON AS THEY ARE ACCRUED.

#### IV. Termination

This contract may be terminated by Flightline Drug Testing for the failure of the member to make any payment when due. In addition, Flightline Drug Testing reserves the right to terminate this contract in the event that, in the sole determination of Flightline Drug Testing, the member has aided or abetted any of its employees in undermining the randomness or accuracy of this program through fraudulent means.

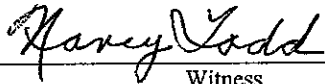
The member may terminate this contract at any time with 30 days' written notice. Upon such termination by the member, the member shall forfeit all fees paid to Flightline Drug Testing, to the date of termination and shall additionally pay a cancellation fee of \$100.00 to cover the administrative costs of removing the member's employees from the data base and shall return to Flightline Drug Testing all handbooks and videotapes that had been supplied by Flightline. THE MEMBER IS ADVISED THAT TERMINATION OF THIS CONTRACT WITHOUT PARTICIPATION IN A SUBSTITUTE APPROVED PROGRAM COULD LEAVE THE MEMBER IN VIOLATION OF FEDERAL AVIATION ADMINISTRATION REQUIREMENTS WHICH COULD RESULT IN CERTIFICATE ACTION.

#### V. Miscellaneous

In any action (including arbitration, mediation, and litigation) arising under this contract, the prevailing party shall recover all of its costs, (including but not limited to its attorneys fees) incurred at all investigatory, pre-trial, trial and appellate levels, from the other party. Flightline Drug Testing shall be entitled to interest, at the highest rate allowed by law, on any fees which are not paid when due.

This Contract contains the entire agreement between the parties. There are no other agreements or terms, express or implied, which in any way modify the terms of this document. All prior communications between the parties hereto, whether written or verbal, are hereby merged into this Contract and, in the event they conflict with this Contract, are null and void. The individuals executing this Contract on behalf of the parties represent that they are duly authorized to execute this document and are legally permitted to bind the party for whom they have signed to the terms of this contract.

DATED THIS TWENTY-FIRST DAY OF DECEMBER 2006 AT FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.




Witness

MEMBER: AERO PRECISION REPAIR & OVERHAUL CO., INC.  
A-PRO

By: 

Title: VICE PRESIDENT



Witness

FLIGHTLINE DRUG TESTING

By: 

Authorized Signatory