

# ACA Professional Paddling School Cooperative Marketing Agreement

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For the period beginning January 1, 2016 and continuing through, December 31, 2016, the **American Canoe Association**, (hereinafter referred to as “ACA”) and \_\_\_\_\_ (hereinafter referred to as “COMPANY”) enter into this non-exclusive Cooperative Marketing Agreement (this “Agreement”) to recognize COMPANY as an **ACA Professional Paddling School (aka “ACA Pro School”)**, and to promote COMPANY and the ACA to the ACA membership and to the paddlesports and outdoor recreation communities in general.

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*WHEREAS*, the ACA has established and desires to preserve, protect, enhance, and promote the national and international reputation and prestige of the American Canoe Association, the largest and oldest paddlesports organization in the United States, and

*WHEREAS*, COMPANY is an established and prominent provider of paddlesports instruction, acknowledges and recognizes the reputation and prestige of the ACA, and wants to market its business directly to the membership of the ACA, and

*WHEREAS*, the ACA and COMPANY believe that a mutually beneficial strategic relationship can be established that promotes each party’s respective goals and objectives,

*NOW, THEREFORE*, for and in consideration of the mutual covenants and undertakings set forth, and other good and valuable consideration hereby acknowledged, it is agreed as follows:

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## **Section I. Eligibility Requirements:**

By entering into or renewing this agreement, COMPANY verifies that it satisfies the following eligibility criteria for the ACA Pro Schools program:

- A. COMPANY has been continually operating as a paddlesports school for a minimum of 4 consecutive years;
- B. COMPANY has a valid Federal Tax ID # [enter # here: \_\_\_\_\_]; and
- C. Company follows ACA Instructional Program Best Practices, including requiring appropriate ACA certification for lead instruction staff.

## **Section II. Role and Responsibilities of the ACA:**

The ACA will do the following while this agreement is in effect:

- A. ACA will display COMPANY’s name, logo, and a hyperlink to COMPANY’s website on the ACA’s website (www.americancanoe.org) at a location to be selected by ACA.
- B. ACA will include COMPANY in a list of ACA Pro Schools to be published in ACA print, online, electronic publications, and the Paddle Ready app.
- C. ACA grants to COMPANY a limited, non-exclusive, non-transferable license to use the ACA name, acronym and logo, as described in Section IV, below.

- D. ACA will provide COMPANY with an ACA Pro School membership and associated level of benefits (value \$500 / \$750 / \$1000).
- E. If requested by COMPANY, ACA will facilitate a peer review of COMPANY's ACA instruction program during the Agreement period at the expense of the COMPANY.

**Section III. Role and Responsibilities of COMPANY:**

COMPANY will do the following while this agreement is in effect:

- A. At the beginning of the agreement term, COMPANY will submit the following to the ACA:
  - 1. A payment of \$500 / \$750 / \$1000 for the contract period ending December 31, 2016. Program and products may be pro-rated by quarters in the first year of enrollment.
  - 2. Proof in the form of a currently valid certificate of insurance that COMPANY is covered under insurance policies as listed below. In all cases, coverage must apply to all instruction activity and be continuous and without lapse throughout the entire duration of this contract:
    - a. A General Liability insurance policy that has a limit of at least \$1,000,000 Combined Single Limits for bodily injury and property damage liability, and that names the American Canoe Association, Inc., its directors, officers, employees, volunteers, staff members, representatives, and assigns as "Additional Insured." This policy shall not contain an exclusion for Athletic Participants or a Professional Services Exclusion that excludes coverage for instruction.
    - b. An Automobile Liability insurance policy with limits of liability for bodily injury and property damage for any owned, "Hired Autos" and/or "Nonowned Autos" of at least \$500,000 Combined Single Limit; and
    - c. To the extent required by law, a Workers Compensation insurance policy for statutory benefits and Employers Liability with limits of liability equal to or greater than the following:
      - i. For Bodily Injury by Accident, \$1,000,000 each accident;
      - ii. For Bodily Injury by Disease, \$1,000,000 policy limit; and
      - iii. For Bodily Injury by Disease, \$1,000,000 each employee.
    - d. COMPANY can submit a request for an exemption to all or parts of Section III, 2.a., 2.b., 2.c. An exemption request must be approved by and signed by an appropriate representative from the ACA.
- B. COMPANY will generally promote the ACA through all levels of its paddlesports instruction program, including, but not limited to, the COMPANY's website, email news bulletins, and printed materials. COMPANY may describe the benefits of ACA membership as follows:
  - 1. Membership in a national association that shares a love of paddlesports;
  - 2. Choice of one of the magazine titles from Rapid Media;
  - 3. Valuable member-only discounts;
  - 4. Access to ACA Members Only Backcountry Paddling Excursions;
  - 5. Access to ACA's Sugar Island and Camp Sebago;

6. Access to thousands of ACA-sanctioned events and instructional workshops; and
  7. A direct link to influence conservation and public policy issues that affect paddlesports.
- C. COMPANY will use instructors certified by the ACA, in the appropriate discipline and at the appropriate level, to lead COMPANY's ACA instruction courses. COMPANY will verify that the certification(s) of a lead instructor are current with the ACA National Office prior to authorizing the instructor to lead a course. Non-certified aides may assist the ACA-certified instructors for meeting ACA approved student-to-instructor ratios.
- D. COMPANY will comply with the Safety Education and Instruction Guidelines found on the ACA's website ([www.americancanoe.org](http://www.americancanoe.org)), which include but are not limited to the following:
1. All ACA-certified instructors and trainers must be current in ACA membership, SEIC registration and instructor certification for the program being offered;
  2. Instructors and participants must use personal flotation devices at all times during on-water activities.
- E. COMPANY will offer a 10% discount on instructional fees for certain courses to current ACA members.
- F. COMPANY may pre-purchase ACA individual and family memberships to be provided to participants in instructional courses for a discounted rate of \$30.00 per individual membership and \$40.00 per family membership. These discounted memberships may be purchased in advance, or by submitting payment with an appropriate ACA course report.
- G. Reporting, COMPANY, at a minimum, will submit the following, in print, electronically, or via online form, to the ACA by December 31:
1. An approximate number of yearly participants, broken down by discipline and course type;
  2. However, actual ACA Skills, Assessment, or Instructor Certification Courses should be reported according to the timeframes established by the SEIC and SEI Department
  3. If COMPANY wishes for its ACA certified Instructors to receive teaching credit towards their certification maintenance requirements, then the established print or online reporting methods must be used.
  4. If the COMPANY deems it appropriate, they will submit to ACA, on a timeframe of their choosing prior to December 31, an electronic roster of non-ACA member participants in courses conducted by COMPANY. This electronic roster may include the participants: name, mailing address, phone number and email. Information of minors should not be submitted electronically to the ACA.

**Section IV. Use and Ownership of ACA Name and Logos:**

The parties agree to the following regarding the name, acronym and logos of the ACA:

- A. While this agreement is in effect, the ACA grants to COMPANY a limited, non-exclusive and non-transferable license to use the name, acronym and logo of the ACA in connection with the promotion of the COMPANY and its instruction program. This license includes the right to use the phrases "ACA Professional Paddling School" and "ACA Pro School," and the ACA Pro School logo. ACA will provide COMPANY with ACA logo materials and guidelines for use of

the logo. The name and acronym of the ACA and the logos supplied by the ACA are the “licensed marks” of the ACA for purpose of this agreement.

- B. COMPANY acknowledges that the ACA is the exclusive owner of the licensed marks of the American Canoe Association and its committees and activities, and that ACA holds all legal rights and goodwill associated with those marks. Company agrees not use the marks in a manner that will reflect badly on the ACA, or to alter, modify, dilute those marks or otherwise do anything inconsistent with ACA’s ownership. Upon termination of this Agreement, COMPANY agrees to immediately discontinue all use of the licensed marks.

**Section V. Other Terms of this Agreement:**

- A. Renewal. Subject to the eligibility requirements set forth in Section I, above, this Agreement may be renewed for additional one-year periods.
- B. Termination. Either party may terminate this Agreement prior to end of the agreement period by providing written notice to the other party 30 days prior to the effective date of the termination.
- C. Refunds for termination. If COMPANY terminates the Agreement without cause, or if the ACA terminates the Agreement for cause, COMPANY forfeits its \$500 / \$750 / \$1000 payment. If COMPANY terminates the Agreement for cause, or if the ACA terminates the Agreement without cause, COMPANY is entitled to a refund of the pro-rated balance of its \$500 / \$750 / \$1000 payment. “Cause” includes, but is not limited to, the following actions by the non-terminating party: Insolvency, defamation, unethical, unsafe or immoral conduct; and breach of this agreement.
- D. Severability. A determination that any provision of this Agreement is unlawful or unenforceable shall not affect the validity of the remaining provisions of the Agreement.
- E. Indemnification. COMPANY will defend, indemnify, and hold harmless the ACA, its officers, administrators, directors, agents, coaches, and other employees, from and against any losses, expenses and liabilities, including attorney fees, resulting from the injury to or death of any person or damage to any property, arising out of or in any way connected with the terms of this Agreement or the performance thereof.
- F. Negation of Agency. ACA and the COMPANY are independent entities. Nothing contained herein shall be deemed to create an agency, joint venture, franchise, or partnership relationship between the ACA and COMPANY and neither party shall hold itself as an agent, joint venturer, franchisor, franchisee or partner of the other party.

**IN WITNESS OF THE FOREGOING**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the dates written below.

ACA Signature: \_\_\_\_\_  
 Name: Christopher Stec  
 Title: Chief Operating Officer  
 Date: \_\_\_\_\_

COMPANY Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_