

**STANDARD COURSE AGREEMENT
BY AND BETWEEN
THE AMERICAN RED CROSS PREPAREDNESS, HEALTH AND SAFETY SERVICE
AND
UNITED STATES POWER SQUADRONS**

This Course Agreement ("Agreement") is effective as of **February 1, 2012** ("Effective Date") by and between the American National Red Cross Preparedness, Health and Safety Service ("PHSS") through the American Red Cross set forth in Appendix A ("Servicing PHSS Units") and **United States Power Squadrons** (the "Customer"). For purposes of this Agreement, the Administrating PHSS and the Servicing PHSS units shall be collectively referred to as "PHSS."

WHEREAS, the PHSS grouping is a unit of the American National Red Cross, a not-for-profit corporation chartered by an act of U.S. Congress, with places of business located as set forth in Appendix A, which provide, among other things, first aid, CPR, aquatics, water safety, mission-related care giving and other health and safety education programs;

WHEREAS, the Customer's principal place of business is located at: **1504 Blue Ridge Road Raleigh, NC 27607**

WHEREAS, the PHSS Unit would like to provide the Customer with certain health and safety courses and Customer would like to accept the provision of such services;

NOW THEREFORE, in consideration of the foregoing, of the mutual covenants and undertakings contained herein and of other good and valuable consideration, the receipt of which are hereby acknowledged, the PHSS Unit and the Customer (the "Parties"), intending to be legally bound, hereby agree as follows:

1.0 RESPONSIBILITIES OF THE PHSS:

The PHSS shall:

1.1 Subject to Section 1.3, provide instruction in the courses, at the locations and at the fees set forth in Appendix B (each such course, a "Course").

1.2 For each Course, provide:

1.2.1 One qualified Red Cross Course instructor ("Instructor") for every twelve (12) of participants who are enrolled in the Course ("Participants").

1.2.2 Oral and written confirmation of Course dates, times and locations to the Customer. In the event any Course information is modified or changed, the applicable PHSS shall provide notice to the Customer upon learning of such modifications or changes.

1.2.3 Materials and equipment required to teach the Course, including, but not limited to, participant materials for each Course Participant and Course evaluation forms.

1.2.4 Upon request, one completed copy of the record documenting the Course and its Participants ("Course Record") and Course certificates.

1.2.5 Course certificates to each Participant who successfully completes all Course requirements as determined by the applicable PHSS.

1.3 Conduct Courses so long as each Course contains a minimum of eight (8) participants. In the event that fewer than eight (8) participants are present at the Course at the time that the Course is scheduled to begin, the Instructor shall contact the Customer to determine whether or not additional Participants are expected to arrive. If eight (8) Participants are not

available to participate in the Course, the Customer shall determine whether or not to proceed with or cancel the Course. In the event the Course is taught with less than eight (8) participants, the Customer shall be responsible for payment as if eight (8) were present. In the event the Course is cancelled, the fees outlined in Appendix B shall be charged.

1.4 Within forty-five (45) days following completion of the Course, provide an invoice itemizing the Course by date, location, and number of Participants

1.5 Designate the individuals set forth in Appendix A as a representative of PHSS to act as a point of contact to the Customer.

2.0 RESPONSIBILITIES OF THE CUSTOMER:

The Customer shall:

2.1 Request the provision of a Course from the applicable PHSS Unit at least two (2) weeks prior to the desired Course date.

2.2 Notify its customers about certain elements of the Course including, but not limited to, the requirements for active participation and certification, as well as relevant health precautions.

2.3 For each Course provide:

2.3.1 Requested Course dates to the applicable PHSS Unit.

2.3.2 The name, e-mail address, and telephone number of a Customer to act as a point of contact for each Course.

2.3.3 Subject to Section 1.3, the number of Participants for each Course, not to exceed **10** Participants per Instructor.

2.3.4 Classroom facilities with adequate space for Participant seating and the ability to perform skills practices.

2.4 Promptly remit payment to the applicable PHSS Unit for each invoice submitted by such PHSS Units for all fees including, but not limited to, Course and early cancellation fees ("Fees") and Expenses (as defined in Article 4.0). The applicable PHSS shall receive payment within **30** days after the date of such invoice.

2.5 Designate [**Insert Name and Title**] as a representative of the Customer to act as a point of contact to the PHSS Unit at the address and telephone number set forth in Article 7.0.

3.0 COURSE CANCELLATION:

3.1 Courses that are rescheduled or canceled by the Customer with less than seventy-two (72) hours of notice before the scheduled time of the Course shall result in a cancellation fee of \$250.00 being charged to the Customer ("Cancellation Fee"). The applicable PHSS Unit shall invoice the Customer for such Cancellation Fee to be paid within thirty (30) days from the date of the invoice.

3.2 Courses rescheduled or canceled by the applicable PHSS with less than seventy-two (72) hours of notice before the scheduled time of the Course shall result in the Customer receiving a reduction of price of \$250.00.

5.0 TERM AND TERMINATION:

5.1 This Agreement shall commence on the Effective Date with automatic one-year renewals thereafter on the anniversary of the Effective Date ("Anniversary Date"), unless either Party gives written notice to the other of its desire not to renew at least 30 days prior to the Anniversary Date commencement of any renewal period, or unless otherwise terminated sooner in accordance with Paragraph 5.2 of this Agreement (the "Term").

5.2 At any time, either Party may terminate this Agreement with thirty (30) days prior written notice to the non-terminating Party.

5.3 Upon termination or expiration of this Agreement, the applicable PHSS shall immediately cease delivery of the Courses and the Customer shall be responsible for payment for all Fees and Expenses incurred up until such termination or expiration date.

5.4 In the event of any termination of this Agreement, the Parties are still obligated and committed to follow the provisions of Articles 4.0, 6.0, 7.0, 8.0, 11.0, 12.0 and this Paragraph 5.4 indefinitely.

6.0 LIMITATION OF LIABILITY:

Notwithstanding anything in this Agreement to the contrary, no Party shall be liable to the other for any loss or damage arising as a result of breach, non-performance or partial performance of its obligations under this Agreement due to any cause beyond that Party's reasonable control and without its fault or negligence, including but not limited to any delay or failure caused by failure, unavailability or shortage of power, materials or supplies, flood, fire, storm, other abnormally inclement weather, other act of God, act of war, terrorism, riot, act or omission of government or governmental agency, strike, work stoppage, other labor unrest, inadequate voluntary donations required for the rendering of the Services, other act or omission in the process of manufacture, production or supply under the control of third parties, or any other emergency.

7.0 NOTICES:

All notices given or required hereunder shall be given to the Administrating PHSS and the Customer in writing and delivered by certified U.S. first-class mail, return receipt requested, to the names and addressees set forth in Appendix A.

8.0 CONFIDENTIALITY, TRADE NAMES AND INTELLECTUAL PROPERTY:

8.1 Except as otherwise provided herein, each Party shall maintain the confidentiality of all provisions of this Agreement. Without the prior written consent of the other Parties, no Party shall make any press release or other public announcement of, or otherwise disclose, this Agreement or any of its provisions to any third party except for such disclosures as may be required by applicable law or regulation, in which case the disclosing Party shall provide the other Parties with prompt advance notice of such disclosure so the other Parties have the opportunity, if they so desire, to seek a protective order or other appropriate remedy.

8.2 Each Party recognizes that the name, logo and marks of the other Parties represent valuable assets of those Parties and that substantial recognition and goodwill are associated with such assets. Each Party hereby agrees that neither it nor any of its affiliates shall use the name, logo or marks of the other Parties without prior written authorization from such other Parties.

8.3 This Agreement grants no rights in any of the American Red Cross or PHSS's courses or materials or other intellectual property to Customer.

9.0 ENTIRE AGREEMENT AND AMENDMENTS:

9.1 Concerning the subject matter hereof, this Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and undertakings, both written and oral, between the Parties.

9.2 This Agreement shall not be amended or otherwise modified unless the Administrating PHSS and the Customer affirmatively and unanimously agree to such amendment and/or modification in writing.

10.0 SEVERABILITY:

In the event any provision of this Agreement is held invalid, illegal or unenforceable (any such provision, an "Invalid Provision") in any jurisdiction, the Administrating PHSS and the Customer shall promptly negotiate in good faith a lawful, valid and enforceable provision that is as similar in terms to such Invalid Provision as may be possible while giving effect to the future benefits and burdens accruing to the Parties hereunder.

11.0 EXCULPATORY CLAUSE:

It is understood and agreed that wherever in this agreement the term "PHSS" is used it shall mean the PHSS of the American National Red Cross as set forth in Appendix A; that said PHSS are duly constituted local units of The American National Red Cross a federal instrumentality (36 U.S. Code 1 et seq.); and that all obligations of the PHSS under this Agreement shall be undertaken and completed exclusively by said PHSS without resort in any event to, or commitment of, the funds and property of The American National Red Cross or any unit thereof other than the PHSS.

12.0 INDEPENDENT CONTRACTORS:

All of the Parties shall be furnishing its services hereunder as an independent contractor, and nothing herein shall create any association, partnership or joint venture between the Parties or an employer-employee relationship. No agent, employee or servant of any Party shall be, or shall be deemed to be, the employee, agent or servant of the other Parties, and each Party shall be solely and entirely responsible for its acts and the acts of its agents, employees and servants.

13.0 ASSIGNMENT AND SUBCONTRACTING:

This Agreement shall not be assigned in whole or in part and neither the Administrating PHSS, nor the Customer, shall delegate or subcontract all or part of its duties under this Agreement without the prior written consent of the other Party.

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized officers, have executed this Agreement as of the Effective Date.

AMERICAN RED CROSS, PREPAREDNESS, HEALTH AND SAFETY SERVICE

SIGNATURE:

Preparedness, Health and Safety Service

[Signature]

DATE: [Insert Date]

United States Power Squadrons
Frank A. Dvorak

Chief Commander

[Signature]
888-367-7888
888-304-0831

fa.dvorak@comcast.net

DATE:[Insert Date]

**APPENDIX A
SERVICING PHSS Units**

***Applicable to all PHSS Units**

Customer will contact American Red Cross Representative via e-mail in order to coordinate training opportunities.

American Red Cross point of contact is:

Judi Scherer
NAN Specialist for North Carolina
690 Coliseum Drive
Winston-Salem, NC 27106
336-245-5742
schererj@usa.redcross.org

APPENDIX B

COURSES, LOCATIONS AND FEES

| Course | New Release March 2011 | Blended Learning |
|--|--|---|
| First Aid / CPR / AED (Adult and Pediatric) | | |
| Length | 5 hours | Online: Varies Skills Assessment: 2 hours |
| Free Digital On-line Materials | Yes | Yes |
| Free Refreshers | Yes | Yes |
| Certification period | 2 years | 2 years |
| Full Service Fee (Minimum 8) | \$70 | \$70 |
| Optional Materials | Client has the option of purchasing: Participant Book - \$8.50 Reference Card - \$2.95 | |
| Authorized Provider Fee | \$25.00 | TBD |

This information is confidential for U.S. Power Squadron leadership. Prices quoted are in effect through June 30, 2012.