

**MEMORANDUM OF AGREEMENT
BETWEEN VESSEL ASSIST ASSOCIATION OF AMERICA
AND
THE UNITED STATES POWER SQUADRONS®**

THIS MEMORANDUM OF AGREEMENT is between the Vessel Assist Association of America (hereinafter "VAAA") and the United States Power Squadrons, a non-profit corporation under the laws of the State of North Carolina and qualified as tax exempt under section 501(0)(3) of the Internal Revenue Code of the United States (hereinafter "USPS")

WITNESSETH THAT:

WHEREAS, VAAA provides boating safety services to mariners nationwide and encourages the safe operation of vessels, boats and personal watercraft within the navigable waters of the United States; and,

WHEREAS, USPS has been actively engaged in the education of its members in a wide variety of boating and nautical subjects since its establishment in 1914; has conducted training of the military in matters of seamanship, boat-handling, and navigation during World Wars I and II; and for almost ninety years, has provided our Nation with basic safe boating instruction, made locally available on a recurring basis, through its own public course development and teaching; and,

NOW, THEREFORE, this document will serve as a Memorandum of Agreement by and between both parties to further their respective efforts in boating safety.

VAAA hereby agrees to provide to the USPS:

- Distribution of USPS course flyers with its membership materials.
- Distribution of VAAA created safety related articles and information, subject to editorial approval, for the USPS Ensign
- Vessel Assist Captains (VAAA Responders) as on-water and/or in-class or seminar instructors in the areas of boat handling, local knowledge, navigation, towing, and other related maritime matters to support USPS instructor in their teaching efforts, subject to the availability and willingness of the VAAA Responder in an area. An updated, confidential list of VAAA Responder contact information will be provided upon request of the USPS. An announcement and incentive in support of this activity will be provided by VAAA to all VAAA Responders.
- Donations equal to 10% (average— \$10) of any new membership sign-up directed from the USPS (and 5% for renewals) to the USPS general fund, or as otherwise directed by the USPS Operating Committee. This benefit will be paid every 30 days for the previous month's enrollment.

- Existing USPS members two additional months free on any new membership purchased.
- A packaged set of VAAA membership benefits to each USPS Public Boating Course student. The VAAA member benefits will consist of the following: A VAAA Associate Membership qualifying the student for all VAAA Membership Benefits for one full year, a West Marine \$10-off coupon (while supplies last), plus an offer of two months free on any upgraded membership.
- A Chart Corrections effort via VAAA Responders. All corrections received by VAAA Responders or others will be forwarded to the USPS local squadron.
- Utilization of VAAA and VAAA Responder VHF communication sites for radio checks and/or other needs of local squadrons requesting this service.

The USPS hereby agrees to provide to VAAA:

- Distribution of VAAA membership literature to all students taking a USPS Public Boating Course by means agreeable to the USPS Educational Department.
- Inclusion of appropriate VAAA provided articles and/or information in the USPS publication, the "Ensign," subject to editorial approval.
- A prominent link on the USPS web site linking users to the VAAA web site. All provisions of the VAAA web site Affiliate Program will be provided to the USPS including commissions on membership and insurance sales.
- Distribution of the VAAA offer to existing USPS members.
- Small course flyers for distribution in VAAA Member materials.

The Parties further agree:

To maintain open communication, cooperation and support in furtherance of their mutual goals and objectives.

That any amendment made to this Memorandum Agreement must be with the written consent of all parties.

That this Memorandum of Agreement shall become effective upon the date of its execution by both parties and shall remain in effect until terminated by either party upon thirty (30) days written notice.

That this Memorandum of Agreement contains the complete agreements and understandings of the parties hereto.

That this Agreement is not be construed as a partnership or joint venture.

All notices to be given by either party to the other hereunder shall be in writing and deemed to have been given when delivered personally or when deposited in

the United States mail, by registered or certified mail with postage prepaid, addressed as follows:

to USPS at its National Headquarters, 1504 Blue Ridge Road, Raleigh, NC 27607;

to VAAA at its National Headquarters at 1527 Monrovia Avenue, Suite 300, Newport Beach, CA 92663-2869.

Or addressed to any such party at such other address as that party shall hereafter furnish by notice to the other.

This proposal is being made in good faith for the furtherance of both parties. It is anticipated that as any other means of mutual support not yet addressed become known and agreeable to both parties, the parties will use their best efforts to support such efforts.

Original signed as follows (original on file at USPS HQ, Raleigh, NC):

FOR Vessel Assist Association of America, Inc:

_____ President, Date: 9/3/02

FOR THE UNITED STATES POWER SQUADRONS:

Chief Commander, Date: 9/12/02