

**2006 AMERICAN CANOE ASSOCIATION
PADDLE AMERICA CLUB AGREEMENT**

The **American Canoe Association**, (hereinafter referred to as “ACA”) and _____
_____ (hereinafter referred to as “the PAC”) enter into this Paddle America Club Agreement (this “Agreement”) to enroll the Club in the ACA’s Paddle America Club program, and to promote the PAC and the ACA to the ACA membership and to the paddlesports community in general.

WHEREAS the purpose of the ACA, a nonprofit organization under section 501(c)(3) of the Internal Revenue Code, is to serve the public by providing education on matters related to paddling, supporting stewardship of the paddling environment, and enabling programs and events to support paddlesports recreation,

WHEREAS the ACA recognizes that local and regional paddling clubs provide the most visible and readily available opportunities for individuals to participate in paddlesports, and therefore are vital to the ACA’s pursuit of its education, stewardship and recreation goals,

WHEREAS the ACA recognizes that its pursuit of its education, stewardship and recreation goals is enhanced by the expansion of its membership base, and that local and regional paddling clubs can help to expand this membership base by encouraging their members to support the ACA and its activities,

WHEREAS local and regional paddling clubs recognize that the ACA provides valuable services to the paddlesports community through its educational programs for paddlers, its representation of paddlers on stewardship and policy issues, and its facilitation of paddlesports recreation,

WHEREAS local and regional paddling clubs wish to support the ACA and its programs by offering their individual members an opportunity to purchase a joint ACA and club membership,

WHEREAS the ACA recognizes that, as a national organization with many member clubs, it is better able to provide its member clubs with access to insurance coverage at group rates, thereby enhancing their ability to sponsor paddlesports education, recreation and stewardship activities,

NOW, THEREFORE, the ACA and the Paddle America Club willfully enter into this Agreement.

SECTION I. Roles and Responsibilities of the American Canoe Association

The ACA assumes the following roles and responsibilities during the period when this agreement is in effect:

- A. **Promotion and Support of PACs:** The ACA agrees to promote and support the Paddle America Club Program and its individual Paddle America Clubs through ACA publications and the ACA website. The ACA also agrees to provide access to expertise in stewardship and public policy, safety education and instruction, recreation and athletic competition.
- B. **Membership:**
 - 1. The ACA agrees to make ACA memberships available to members of the PAC at the following rates: \$30.00 per individual; \$40.00 per family.
 - 2. The ACA agrees to send the PAC an annual roster of the individuals and families that hold joint ACA and PAC memberships.

3. For PACs selecting Option 3 in Section II.B.4., below, the ACA agrees to accept renewals of joint ACA and PAC memberships and remit the applicable portion of the dues paid to the PAC.
 4. For PACs that submit all of their activity reports electronically using the Excel spreadsheet included in the PAC manual, and in accordance with the submission procedures set forth in the manual, the ACA agrees to provide complimentary event memberships for twenty (20) club guests per contract period (\$200 value).
- C. General Liability and Excess Liability Insurance: The ACA agrees to provide the PAC with coverage under the ACA's General Liability and Excess Liability Insurance Policies for all officially-sanctioned PAC activities and events, subject to the following requirements and limitations:
1. The PAC will be eligible to receive insurance coverage when it submits a signed PAC agreement along with the required club dues payment of \$225 (PACs submitting payment on or before January 31, 2006 receive a \$25 discount). The ACA will provide the PAC with a certificate of insurance evidencing coverage after it receives the PAC's signed agreement and dues payment.
 2. Coverage under the insurance policies will be for the following named insureds and activities, subject to the exclusions and limitations listed in the policy (available upon request):
 - a. Paddle America Clubs including their club members, event members, coaches, event leaders and administrators arising from club sponsored and adult supervised on-water activities such as sanctioned events and workshops, practices, training, and instruction as well as non-water activities such as fundraisers, banquets and meetings; and
 - b. Any person who is a volunteer worker for a named insured, but only while acting at the direction of a named insured, and within the scope of volunteer duties for a named insured.
- D. Activity and event sanctioning: The ACA agrees to provide official sanctioning for PAC activities and events for no additional event sanctioning charge ("additional insured" fees will still apply). An activity or event is officially sanctioned when the ACA receives the PAC's signed PAC agreement, the PAC's dues payment, and a list of the PAC's activities and events for the year. The PAC may add new activities to its list of sanctioned events during the year, so long as the ACA receives notice in written or electronic form one business day **prior to the start of the event**.
- E. ACA Promotional materials: The ACA agrees to provide ACA promotional materials such as ACA logos and banners to the PAC for the PAC to use in promoting the ACA.

SECTION II. Roles and Responsibilities of the Paddle America Club:

The PAC assumes the following roles and responsibilities during the period when this agreement is in effect:

- A. Promotion of the ACA: The PAC agrees to promote the ACA through its activities and publications, and specifically agrees to do the following:
1. The PAC will prominently display the unaltered logo of the ACA on all PAC publications, promotional materials, press materials, banners, and other printed materials. The PAC agrees to display these logos in strict compliance with the restrictions set forth in the ACA Logo Style Guide. The PAC acknowledges and agrees that ownership of the name, logo and other service marks of the ACA will remain entirely with the ACA, and that this agreement is the sole authorization for the PAC to use these marks. The PAC agrees to discontinue immediately all use of the ACA's licensed marks upon termination of this Agreement.

2. The PAC will identify the ACA in connection with ACA-sanctioned activities and events using language that is the same as or substantially similar to the following:
 - “Sanctioned by the American Canoe Association.”
 - “An Official Sanctioned Event of the American Canoe Association.”
 - “Conducted in partnership with the American Canoe Association.”
 - “Conducted in conjunction with the American Canoe Association.”

B. Membership: In order to be considered a PAC and to receive the Liability Insurance coverage referred to in Section I.C., above, the PAC agrees to the following membership requirements:

1. PAC dues: The PAC agrees to pay the ACA \$225.00 in dues for Paddle America Club membership. PACs submitting payment on or before January 31, 2006 receive a \$25 discount.
2. ACA membership: The PAC agrees to require all participants in sanctioned activities and events to be ACA members. The PAC agrees to provide memberships in the following ways:
 - a. Paddle America membership: The PAC agrees to offer its members and other participants an opportunity to purchase a discounted joint ACA and Paddle America membership. This option will be offered on the PAC’s membership solicitations and at the PAC’s sanctioned activities and events. The PAC agrees to establish membership rates so that the ACA portion of the joint membership dues is \$30 for individual members and \$40 for family members.
 - b. Individual, student/junior, or family membership: The PAC agrees to offer participants who are not club members the option of purchasing a full-price individual, student/junior, or family membership at current ACA membership dues rates. The PAC agrees to accept a participant’s proof of current ACA membership in satisfaction of the participant’s membership requirement.
 - c. Event membership: The PAC agrees to require participants who do not hold current ACA memberships in one of the above categories to purchase an ACA event membership in order to participate in the activity. Except as provided in Section I.B.4., above, the event membership fee is \$10.00 per member.
3. Procedure for adding new Paddle America Members during the agreement period: In order to add new members to its roster during the agreement period, the PAC agrees to accept combined PAC and ACA dues payments from new members and to forward their names and addresses to the ACA National Office along with the ACA’s portion of their dues payments.
4. Procedure for renewing Paddle America Members: In order to renew the memberships of its joint ACA and PAC members, the PAC selects the following renewal procedure (Please check the appropriate box):
 - Option 1: The PAC and the ACA will each issue separate renewal invoices directly to members for their respective portions of the member’s combined dues. The ACA will provide waiver / release forms to PAC members with membership renewal invoices. ACA will retain completed waivers with member signatures in the national office.
 - Option 2: The PAC will transmit invoices and waiver / release forms provided by the ACA to PAC members holding joint memberships. The PAC will accept combined dues payments and signed waivers from members and forward their names, addresses and signed waivers to the ACA National Office along with the ACA portion of their dues payments.

- Option 3: The ACA will maintain a database of PAC members holding joint memberships, and will issue waiver / release forms directly to these persons along with invoices for the the entire amount of the joint membership. The ACA will accept combined dues payments and signed waivers and forward the names and addresses of members to the PAC along with the PAC's portion of the members' combined dues payments.

C. Sanctioned activities and events:

1. The PAC agrees to conduct all sanctioned activities and events in accordance with the *ACA Sanctioning Requirements and Guidelines for PACs*. Failure to comply with the ACA's Sanctioning Requirements and Guidelines for PACs will jeopardize insurance coverage. The PAC is solely responsible for any accident, injury or liability that results from a failure by the PAC or a PAC member to comply with the ACA's Sanctioning Requirements and Guidelines.
2. The PAC agrees to pay the ACA a fee of \$20.00 for each additionally insured request.
3. Except for the complimentary event memberships described in Section I.B.4., above, the PAC agrees to pay the ACA a \$10.00 event membership fee for each activity and event participant who does not hold or purchase another type of ACA membership.
4. The PAC agrees to allow ACA members to participate in sanctioned activities and events without paying an event membership fee. The PAC will provide ACA member numbers for all ACA members who participate. Persons for whom the PAC does not provide ACA numbers will be treated as non-members under Section II.C.3.

D. Limitations on Liability Insurance coverage: The PAC understands and agrees that the insurance protection provided under this agreement is limited to the scope of covered activities under Section I.C. and that some club activities may not be covered under this agreement or the underlying insurance policy.

SECTION III. Other terms:

A. Payment due dates:

1. Payment of the PAC dues referred to in Section II.B.1. must be submitted with this signed agreement.
2. Payment for individual and family memberships must be made in accordance with the option selected in Section II.B.4.

B. Effective dates: This agreement will be in effect from the date when it has been signed by both parties through January 1, 2007.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date below written.

FOR: **AMERICAN CANOE ASSOCIATION**

Signature: _____ Date: _____

Name: _____ Title: _____

FOR (name of PAC): _____

Signature: _____ Date: _____

Name: _____ Title: _____

Address: _____

Phone # _____ Fax # _____

Email: _____