

## **Appendix J**

### **MISCELLANEOUS DATA**

#### **J.1 - THE AMERICANS WITH DISABILITIES ACT**

USPS, its districts and squadrons are subject to the *Americans With Disabilities Act* (ADA). Local educational officers and commanders need to be acutely aware of the ADA and sensitive to the plight of those intended to be protected. As good citizens, we should make every reasonable effort to accommodate the special needs of our public boating students and members who have disabilities.

When faced with requests or the obvious need for special services or facilities, squadrons and districts should make a good faith attempt to assist and/or accommodate the disabled individual(s). Squadrons and districts should likewise extend all reasonable cooperation and flexibility. Assistance in meeting special needs may often be obtained through contact with local and state governmental, charitable, and private resources/services.

The ADA recognizes that providing a specific accommodation could impose an undue burden on the organization concerned. In such cases, the ADA allows the group to offer alternatives or refuse the request entirely. As an example, the high

cost of providing a professional signer for hearing impaired students for a public boating course could create an undue burden on a small squadron with limited funds. That squadron might offer alternatives that impose a more reasonable burden, such as one-on-one tutoring or the use of volunteer (unpaid) signers.

Even though “undue burden” is a proper basis for declining a request for a specific accommodation, determining whether the burden is unreasonable will always depend on the unique facts and circumstances existing. Additionally, the burden of proof would be placed on the defending organization if challenged. Many problems and challenges including spot test probes by advocate groups can be avoided or simply resolved by an organization's display of a cooperative and sensitive attitude and spirit rather than invoking a quick reliance on the letter of the law. Prior to the issuance of any statement of refusal of any request for accommodation, the SEO and Commander must involve and seek guidance from the local district or squadron law officer, or in the absence thereof, the national law officer.

#### **J.2 - UNITED STATES POWER SQUADRONS AND SEA TOW INTERNATIONAL**

The United States Power Squadrons and Sea Tow International have an established a cooperative program to work together to promote boating safety and education among recreational boaters. Highlights of this program include:

- 1) SEA TOW licensed operators now distribute USPS supplied boating course information to those they service on the water and display USPS Safe Boating Through Education decals;
- 2) SEA TOW offers graduates of the USPS's public boating course a free two month membership;

- 3) SEA TOW provides space in its member magazine for publishing suitable USPS written articles on safe boating practices;

- 4) SEA TOW is working at USPS district and squadron level to provide resources to help:

- a) Support activities which promote boating education and safety;
- b) Develop and provide on-the-water training;
- c) Provide expertise regarding on-the-water emergency services.

SEA TOW now presents USPS members with

a special membership offer. First time members will receive \$10 off the regular yearly rate and for

every new or renewed membership will donate \$5 to USPS.

### J.3 - VESSEL SAFETY CHECK PROGRAM (VSCP)

After a long study by the U.S. Coast Guard and the Auxiliary and with the help from NASBLA, it was determined that a re-engineering of the Courtesy Marine Examination (CME) program was necessary. Because of the significant benefits to recreational boaters, a program expansion and a name change to Vessel Safety Check (VSC) was implemented. The U.S. Coast Guard and USCGAux are interested in expanding the coverage of the VSCP by increasing the number of persons trained to provide Vessel Safety Checks and vessel examiners. The goal is to increase the number of vessel exams performed nationally.

USPS is the first organization to join the USCGAux in the expansion of the new VSCP with the signing of a Memorandum of Agreement in January 2000. USPS leadership is committed to making the VSC Program work. Training materials, including a new manual and pocket-sized job-aid and new forms, have been developed.

A joint venture requires a TEAM spirit. USPS and USCGAux have always been partners in the safe boating educational arena. The opportunity now exists for a much closer relationship with local flotillas. Opportunities exist to develop joint vessel safety stations, training of each other's members to become qualified VEs and open communications.

USPS needs active participation in the new adventure. The guidelines and requirements follow:

- 1) All active members of USPS, 18 years of age or older, are eligible to participate in the VSC program;
- 2) Training of USPS may commence using existing CGAux manual COMDTINST M16796.2E. It is important to be aware that the VSC differs from the CME regarding the safety equipment required for issuance of a decal. The VSC is totally aligned with compliance to federal and state equipment requirements;

- 3) After the appropriate classroom training, a proctored open-book examination must be passed with 90% of the answers correct;

- 4) Students passing the written test must successfully perform a total of 5 vessel safety checks under supervision of a currently certified vessel examiner. When these safety checks are successfully completed the student can now become qualified in the program. Currently certified examiners holding joint membership in both organizations are automatically certified as USPS vessel examiners. Credit for the VSCs accomplished for initial qualification is granted to the supervising vessel examiner;

- 5) After being qualified, vessel examiners must complete a total of 5 VSC's in a calendar year to maintain their certification in the program. Annual workshop, updating the vessel examiners on critical VSC issues and new state requirements are strongly recommended;

- 6) Initial training and qualifications may be executed in a number of ways depending on local circumstances;

- 7) Joint training and qualifications between squadron and flotillas or divisions as a means to promote a team approach toward Vessel Safety Checks is a preferred method of operating;

- 8) Squadrons may also utilize USPS members who are currently certified as auxiliary vessel examiners;

- 9) Regional training schools where currently certified vessel examiners are not readily available to support a local squadron will be established;

- 10) It is mandatory to use **form 204** Vessel Check when doing the vessel safety check.

USPS members in this program will be recognized by the official uniform: the red golf shirt, with pocket, USPS logo and words "United States Power Squadrons" and "Vessel examiner", short/long khaki pants, appropriate shoes, baseball cap with logo and belt without buckle.

### VSC TRAINING AND QUALIFICATION REQUIREMENTS

The following requirements are to provide guidelines to train and qualify members in the VSC program:

1) All active members (family members are ineligible) of USPS, 18 years of age or older, are eligible to participate in the VSC program;

2) Training of USPS can commence using existing CGAUX manual COMDTINST M16796.2E. Be advised that the VSC differs from the CME regarding the safety equipment required for issuance of a decal. The VSC is totally aligned with compliance to federal and state equipment requirements;

3) After the appropriate classroom training, a proctored open-book examination must be passed with 90% of the answers correct;

4) Students passing the written test must successfully perform a total of five vessel safety checks under the supervision of a currently certified vessel examiner. Once these safety checks are successfully completed the student can now become qualified in the program. ***Currently certified examiners holding joint membership in both organizations should be automatically certified as USPS vessel examiners.*** Be advised that credit for the VSCs accomplished for initial qualification is granted to the supervising vessel examiner. This phase can commence with the issuance of the VSC decals;

5) After becoming qualified, vessel examiners must complete a total of five (5) VSCs in a calendar year to maintain their certification in the

program. Annual workshops updating the vessel examiners on critical VSC issues and new state requirements are strongly recommended;

6) Initial training and qualifications can be accomplished in a number of ways depending on local circumstances:

- a) Joint training and qualifications between squadron and flotillas (or divisions) is encouraged as a means of promoting a team approach toward VSC. This would be a preferred method of operating;
- b) Squadrons may also utilize USPS members who are currently certified as auxiliary vessel examiners;
- c) Regional training schools where currently certified vessel examiners are not readily available to support a local squadron.

7) Implement a USPS vessel examiner qualification and certification procedure within USPS. Procedures should document such items as:

- a) Qualification and certification record keeping;
- b) VSC data reporting;
- c) Instructor and proctor qualifications;
- d) Prerequisites to becoming a USPS vessel examiner;
- e) Decal distribution and inventory procedures; and other items which may be required to meet USPS internal requirements.

### J.4 - GROUP HOTEL BOOKING CONTRACT

Group Hotel Booking Contract  
between

\_\_\_\_\_,  
a unit of United States Power Squadrons®  
and  
\_\_\_\_\_

This contract is entered into on the date set forth at the end of this agreement by and between \_\_\_\_\_, a unit of UNITED STATES POWER SQUADRONS, a \_\_\_\_\_ non-profit corporation [non-profit association] (hereinafter called District [Squadron] and \_\_\_\_\_ (hereinafter called Hotel):

1) **Conference Designation:** Hotel will be provided to District [Squadron] and for the conference as set forth herein. The conference [rendezvous] provided for in this agreement shall hereafter be called "Conference." The site of one of District's [Squadron's] conferences [rendezvous] as is set forth herein and Hotel will be compensated for the services and facilities.

2) **Guest Room Accommodations:** Hotel will hold the following block of rooms and suites for the use of District [Squadron] at its Conference:

Day	Date	Guest Rooms	Suites	Suites	Suites	Total
<b>Mon</b>						
<b>Tue</b>						
<b>Wed</b>						
<b>Thu</b>						
<b>Fri</b>						
<b>Sat</b>						
<b>Sun</b>						
Total Room Nights						

Hotel and District [Squadron] agree that they will adjust the above referred to block of rooms based on District's [Squadron's] previous years' room utilization. Hotel will attempt in good faith to have the rooms and suites for District [Squadron] blocked in the same general area of the hotel. The "arrival date" as used in this agreement will be the first date listed in the above schedule. Hotel represents to District [Squadron] that it has or has reserved sufficient parking spaces to accommodate attendees to this Conference and that it does not anticipate any construction to the Hotel and the Hotel's appurtenances and facilities during the time when the Conference is to be held, which would make the use of the Hotel as the site for this Conference either illegal, impossible or impractical. [Hotel has self-

parking at no charge to any overnight Hotel guests.] or [Hotel will provide \_\_\_\_ gratis parking spaces.] The price for such other spaces as shall be needed for a Conference of this extent shall be provided at the Hotel's rate at the time of the Conference, but in no event above the fair market rate for similar facilities in the market area of the Hotel city. Hotel shall insure observance of any applicable provisions of any national, state or local Hotel & Motel Fire Safety-related laws, codes, ordinances or regulations, including any such provisions governing use of smoke detectors, fire safety apparatus and sprinklers.

3) **Room Rates:** Hotel confirms the following room rates and categories based upon the entire program as outlined in this contract:

- Guest Room single and double occupancy: \_\_\_\_\_
- Suite Accommodations, one-bedroom: \_\_\_\_\_
- Suite Accommodations, two-bedroom: \_\_\_\_\_
- Suite Accommodations, \_\_\_\_\_: \_\_\_\_\_

Children under 18 years of age stay for free in their parents' room when using existing bedding. Hotel will honor the above rates for three days before and three days after the dates referred to in paragraph 2 above. These rates are exclusive of any tax, state or local, imposed on the rooms provided.

4) **Complimentary Concessions:** Hotel gives District [Squadron] the following room, suite and monetary concessions:

[List the concessions made by the hotel, such as providing one free room for the D/C or Cdr]

The above listed concessions are based on the total room nights set forth in paragraph 2 being occupied by District [Squadron] members and guests, and on the meeting and banquet needs set forth hereafter. If the number of room nights falls \_\_\_\_% below the number referred to in paragraph 2, the Hotel and District [Squadron] will re-negotiate the above concessions in good faith.

5) **Reservation Procedure:** All persons making reservations under the terms of this agreement shall make their reservations for room accommodations with the Hotel directly and shall identify that they are affiliated with or are a member of District [Squadron]. A deposit [guaranteed by credit card] equal to one night's stay is required to hold each individual's reservation. Such deposit [guaranteed by credit card] shall serve to confirm the reservation for the date or dates indicated. [Reservations shall be guaranteed by a guest's major credit card and charges to that card shall not be processed until the reservation is activated and used, or until \_\_\_\_PM the date of the arrival of the person making the reservation.] A personal check (subject to collection), money order or a valid major credit card shall be acceptable to hold

the reservation. The above stated rates for guest rooms and suites shall be honored by the Hotel until \_\_\_\_\_, after which rooms and suites will be available to District [Squadron] members [at the rates specified above] on an available basis only. A reservation made pursuant to this agreement may be canceled by the guest without any charge to the guest if communicated to the Hotel [within \_\_\_\_ hours] before 6:00 PM (Hotel's time) on the date of arrival. All individuals attending the conference will be responsible for their own room, tax and incidental charges upon checkout. Check in time is \_\_\_\_\_. Individuals may check in earlier depending on occupancy levels and available rooms. Check out time is \_\_\_\_\_. Hotel shall provide secure space for the baggage of members and guests arriving early when rooms are not avail-

able, and for members and guests attending conference functions who have travel arrangements after the checkout time on the day of the guest's departure. Hotel will, not later than \_\_\_ months in advance of Conference dates herein, provide hotel reservation forms (supplied gratis) to District [Squadron] in sufficient quantities to allow advance distribution to District [Squadron] members at preceding District [Squadron] Conferences.

6) **On Site Representatives:** Hotel and District [Squadron] shall each designate a person or persons to represent them and such persons shall meet during the Conference and both before and after the Conference to facilitate timely review of all charges incurred by District [Squadron] with the Hotel and to discuss the progress of the Conference and any problems that may arise.

7) **Credit Arrangements:** District [Squadron] will furnish reasonable information to Hotel which will allow Hotel to extend credit to District [Squadron]; and upon approval of such credit arrangements, all charges for which District

[Squadron] will be responsible shall be made to the Hotel's Master Account for this Conference. Upon departure of District [Squadron] from the Hotel, District [Squadron] will settle \_\_\_% of the undisputed charges made to this Master Account for the Conference. The remaining undisputed amount due from District [Squadron] on such Master Account shall be paid within 30 days of the said departure. Any disputed charges which remain unresolved more than 30 days after the departure shall be the subject of arbitration proceeding as set forth hereafter.

8) **Room Block Attrition:** If District [Squadron] reduces its above stated room requirements, but does not cancel the holding of its Conference at Hotel, District [Squadron] will be subject to an attrition charge in accordance with the provisions of this paragraph. Any room nights reduced beyond the allowable reduction listed below will be charged to District [Squadron] at the negotiated rate given in paragraph 3 hereof:

Time Frame for Adjustment # days before arrival	Allowable Reduction # of rooms
90 days before arrival	_____
60 days before arrival	_____
30 days before arrival	_____

Any attrition charge shall be billed to the Master Account for District [Squadron]. If Hotel resells all or a part of the unused rooms to other guests not associated with District [Squadron], the revenue received by Hotel from the resale of such rooms will be deducted from the amount owed by District [Squadron] for its non-performance under this paragraph. The parties understand that Hotel will put forth its best efforts to resell District's [Squadron's] unused room-nights and mitigate its damages. There shall be no damages to Hotel under this paragraph if the adjustment in room nights is a result of the application of the force majeure clause of this agreement.

9) **Meeting and Banquet Needs:** It is the understanding of the parties that a preliminary program, attached hereto as "Exhibit A", is an outline of the tentative requirements of District [Squadron] for meeting space in the Hotel and for banqueting space and services for its functions. Hotel guarantees that it has the space available, as well as the personnel and facilities to fulfill the meeting and banqueting requirements of District [Squadron] as outlined in the attached "Exhibit A". A final written Program will be worked out between District

[Squadron] and Hotel a minimum of \_\_\_ months in advance of the arrival date. Hotel shall confirm meeting room names within \_\_\_ days of receipt of the final Program. If no final Program has been agreed upon within \_\_\_ months before the arrival date, then the most recent Program submitted to Hotel by District [Squadron] shall be considered to be the final program, and the Hotel shall confirm the meeting room names as soon as practical thereafter. There will be a Conference Banqueting Service Manager available to District [Squadron] who

will assist the District [Squadron] in menu planning, room setup, audiovisual, transportation and other aspects of the District [Squadron] Conference. Based on the guest room utilization set forth in paragraph 2, the complimentary concessions set forth in paragraph 4, and the meeting rooms and banqueting Program outlined in Exhibit A as revised, Hotel agrees to provide, on a complimentary basis, those meeting rooms delineated in the Program. Should the District [Squadron] food and beverage needs be decreased by more than \_\_\_% below the needs reflected in "Exhibit A", then Hotel reserves the right to renegotiate the terms of this agreement to include additional meeting room charges. Attached hereto as "Exhibit B" is a schedule of Hotel's charges [current as of the date of the execution hereof] for banqueting services (food and beverage and delivery of same). The actual charges will be those used by Hotel for similar functions as of a date 90 days before the date of arrival, but in no event shall such charges exceed the then fair market value for such goods and services within the local business community. The parties hereto acknowledge a duty to each other to negotiate these prices in good faith, through their representatives, and if agreement cannot be reached then the prices to be charged by Hotel as of a date 90 days before the arrival date of the Conference shall be considered in dispute and shall be a proper subject of arbitration between the parties. There shall be no corkage charge for social events scheduled to be held in the Hotel on Friday or Saturday nights, so long as said events are being hosted by the [District or by its affiliated Squad-

### **Hotel**

Hotel shall be responsible for compliance with the Americans with Disabilities Act ("ADA") with respect to: the Hotel's policies, practices, procedures and eligibility criteria; the provision of auxiliary aids and services in areas of the Hotel other than those designated for the exclusive use of or within the control of the group; architectural, communications and transportation barriers in the hotel, other than barriers created by or within the control of the group, its agents, representatives or contractors; and the provision of wheelchair seating spaces in assembly areas.

### **District [Squadron]**

District [Squadron] shall be responsible for compliance with the ADA with respect to: the District [Squadron's] policies, practices, procedures and eligibility criteria; the provision of auxiliary aids and services in areas designated for the exclusive use or within the control of District [Squadron]; and communications and transportation barriers created by or within the control of District [Squadron], its agents, representatives or contractors.

rons] [Squadron], and a list [providing the dates, times and locations of such events] is given to the Hotel in advance of the Friday of the Conference. All music provided by the Hotel shall be licensed by ASCAP and/or BAI and paid for by Hotel. All meeting room setups shall include ice water and glasses; and any other beverage or food needed for meeting room setups is noted on the attached "Exhibit A", or will be charged at hotel current rates in effect 90 days before the arrival date of the Conference, but not to exceed fair market value within the local business community.

10) **Insurance and Indemnification:** Hotel and District [Squadron] agree to carry adequate liability and other insurance protecting themselves and the other party to this agreement against any claims arising from any activities conducted in the Hotel during the Conference. Hotel specifically represents that it has casualty insurance for its property and worker compensation insurance for its employees. District [Squadron] shall be responsible for obtaining casualty insurance for its tangible personal property. Each party hereby agrees to indemnify and hold harmless the other from any loss, liability, costs or damages arising from any claim, action, cause of action, or suit in law or in equity caused by or resulting from the negligent conduct of such indemnifying party or its respective officers, directors, employees, agents, and contractors, as may be appropriate.

11) **Americans with Disability Act Provisions:** As between the parties, responsibility for compliance with the Americans with Disabilities Act ("ADA") shall be allocated as follows:

**Cancellation:** Under the terms of this agreement Hotel is reserving for District [Squadron] a room block in the Hotel to meet the requirements of District [Squadron] as outlined in paragraph 2 and Exhibit A, which is subject to adjustment in accordance with paragraph 8 above. In the event that the reserved facilities, as adjusted, are hereafter canceled by District [Squadron], through no fault of Hotel, and without application of the force majeure clause contained in paragraph 13 hereof, then District [Squadron] will pay Hotel as liquidated damages a percentage of total lost revenue to be determined as follows:

**12) Time Frame for Cancellation% of Anticipated Revenue (damages)**

24 to 12 months before arrival	_____ % of total anticipated revenue
12 to 9 months before arrival	_____ % pf total anticipated revenue
9 to 6 months before arrival	_____ % of total anticipated revenue
6 to 3 months before arrival	_____ % of total anticipated revenue
3 to 0 months before arrival	_____ % of total anticipated revenue

For the purpose of this paragraph Anticipated Revenue shall be \_\_\_\_\_% of the total cost of the room nights required by District [Squadron] as per this agreement (see paragraph 2) plus \_\_\_\_\_% of the banqueting food and beverage services anticipated by "Exhibit A" as same shall be modified from time to time, using the Hotel's price list attached hereto. If Hotel resells all or a part of the canceled rooms to other guests not associated with District [Squadron], the revenue received by the Hotel from the resale of such rooms will be deducted from the amount owed by District [Squadron] for its non-performance under this paragraph. The parties understand that Hotel will put forth its best efforts to resell District's [Squadron's] unused room nights and mitigate its damages. Should Hotel cancel District [Squadron], without justification based on the force majeure clause hereafter, then District [Squadron] shall be entitled to its actual damages for the loss incurred in finding cover for the Conference and such loss shall be determined in accordance with the arbitration provisions of this agreement.

**13) Force Majeure Clause:** The performance of this agreement by either party is subject to acts of God; governmental regulations that result in the need to cancel the Conference or the holding of the Conference at the site of the Conference; disasters, strikes or civil disorders which make the holding of the Conference impossible or impractical for either party; or other emergencies making the holding of the Conference by the Hotel or its ability to provide the facilities illegal or impossible. In addition District [Squadron] will be relieved of its duty to have the Conference at Hotel if the Hotel is under construction (construction which will in District's [Squadron's] opinion will interfere with the orderly completion of its holding of the Conference at the Hotel), if the represented parking facilities are not available for attendees to the Conference or the transportation to the city of the Hotel is unduly disrupted so that attendees to the Conference find it impractical to attend the Conference (impractical to attend shall mean a situation which prevents 30% or more of registrants from attending the Con-

ference). The parties agree to notify each other of any of the events referred to in this paragraph as soon as possible after they may become aware of any facts giving rise to any such events or the likelihood of same occurring. District [Squadron] may cancel this Conference in the event that the general physical condition of the Hotel shall substantially deteriorate, the Hotel or its parent corporation files a petition or has a petition filed against it for bankruptcy, or voluntary or involuntary assignment for the benefit of creditors, becomes insolvent or it is subjected to foreclosure of the Hotel facilities, or action is taken for the benefit of creditors or relief of creditors, or a petition is filed for the appointment of a receiver or a trustee of all or a portion of the assets of the Hotel.

**14) Information Signs:** Nothing shall be posted, nailed, screwed or otherwise attached to columns, walls, floors or other parts of the building or furniture nor shall any signs or posters be displayed in the Hotel without the Hotel's prior inspection and approval, which approval shall not

be unreasonably withheld. Anything in connection therewith, necessary or proper for the protection of the building, equipment or furniture, will be at the expense of the exhibitor or District [Squadron].

15) **Audiovisual Equipment:** Audiovisual equipment is currently available on Hotel's premises, either directly from hotel or through an approved and fully equipped audiovisual company. Microphones, screens, sound equipment, plus a full range of other audiovisual equipment and services are available by advance order. Equipment availability with applicable charges will be supplied upon request. To eliminate the possibility of service problems, excessive labor charges or delivery delays, Hotel recommends the use of its in-house audiovisual department or the providing of same by Hotel's approved audiovisual company.

16) **Arbitration:** Any disputes, disagreements, controversies or claims arising out of or relating to the performance or cancellation of this contract, shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator may be entered in any Court hav-

ing jurisdiction thereof. The site of arbitration shall be at \_\_\_\_\_.

17) **Execution of Agreement:** The persons signing this agreement on behalf of Hotel and District [Squadron] each warrant that they are authorized to make the agreements set forth herein and have authority to bind their respective corporations, entities or organizations. This agreement shall be deemed accepted when both parties are in possession of a mailed or faxed copy of the agreement and attached exhibits duly executed by the other. For record keeping purposes only, the parties shall execute and exchange mutually signed, duplicate original copies of the agreement and exhibits so that each may retain a duplicate original thereof. This agreement contains the entire understanding of the parties and supersedes any and all prior written or oral agreements. This agreement, when accepted by both parties, is a binding and enforceable agreement and may not be modified except by the written consent of both parties. This agreement shall be governed by the laws of the State of \_\_\_\_\_.

18) **Other Provisions:**

IN WITNESS WHEREOF, District [Squadron] and Hotel have executed this contract in manner and form sufficient to bind them as of the date and year set forth hereafter.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_DISTRICT [SQUADRON]

By  
Name:  
Title:

\_\_\_\_\_HOTEL

By  
Name:  
Title:

