MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES POWER SQUADRONS®,
SEA TOW SERVICES INTERNATIONAL,
AND
SEA INSURE

This Memorandum of Understanding is between the United States Power Squadrons®, being America’s Boating Club®, a non-profit corporation organized under the laws of the State of North Carolina, and qualified as tax exempt under section 501(c)(3) of the Internal Revenue Code of the United States (hereinafter "USPS/ABC"), Sea Tow Services International, Inc. a for-profit corporation organized under the laws of the State of New York (hereinafter "STSI") and Sea Insure, a for-profit LLC organized under the laws of the State of Connecticut (hereinafter “SI”).

WHEREAS, USPS/ABC 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 initiated emergency training of the general public in matters of seamanship, boat-handling, and navigation during World Wars I and II; and for one hundred years, has provided our Nation with basic and safe boating instruction, made locally available on a recurring basis, through its own public course development and teaching; and,

WHEREAS, Sea Tow Services International Inc. is the world’s leading marine assistance provider. Founded in 1983 by then Chairman and CEO Capt. Joe Frohnhofer, Sea Tow now serves over 180,000 members in more than 100 locations throughout the United States, Europe, the U.S. Virgin Islands and Puerto Rico.

WHEREAS, Sea Insure is an insurance brokerage agency affiliated with STSI which offers competitive marine insurance to boaters.

WHEREAS, USPS/ABC, STSI and Sea Insure have a mutual interest in establishing a cooperative arrangement to jointly work together to promote boating safety and education among recreational boaters;

NOW, THEREFORE, the parties hereto agree as follows:

I. USPS/ABC® will:

A. Designate the Member Benefits Committee of the Administrative Department through its Chair, or such other individual or committee as designated by the Chief Commander from time to time, as the operational committee of USPS/ABC relating to the joint programs between USPS/ABC, STSI and SI and this MOU, in coordination with the Headquarters Marketing Director, or such other individual as designated by the Chief Commander from time to time, and who shall act as the USPS/ABC liaison with STSI and SI.

B. Provide literature promoting the USPS/ABC Public Boating Courses to STSI to make available to

Agreed Updated Version August 18, 2018
its franchisees for distribution at their discretion to those boaters in their area, including Sea Tow members and boaters assisted on the water.

C. Provide information relating to STSI and SI to its Squadrons and Districts to allow them and their members to obtain the services and promotions of STTS and SI as USPS/ABC determines will be mutually beneficial to the Squadrons and Districts and their members.

D. Authorize its Squadrons and Districts to offer participation to local STSI franchisees as resources for furthering boating education and safety by developing mutually agreeable arrangements for such things as “on the water training” for members, experts in on the water assistance, etc, in accordance with the policies and guidelines of USPS.

E. Offer all USPS/ABC boating course graduates the opportunity for a 60-day Sea Tow free membership, as described below, at course completion via card handout, STSI provided membership application or other method designated by STSI. Provide Sea Tow membership information to course participants. If requesting a 60-day membership, course participants shall be responsible for submitting all information to Sea Tow. Complete participant information and use of the supplied Promo Code must be received for a membership to be activated. Memberships are effective 24 hours after receipt of information by STSI.

F. Provide articles on safe boating practices and educational information produced by USPS/ABC and its members to STSI for use on seatow.com and in their e-newsletter, currently known as “Sea Tow News” at STSI’s discretion and in accordance with the guidelines provided by USPS/ABC.

G. Publicize the USPS/ABC/STSI/SI arrangement among its Squadrons.

H. Obtain prior written approval from STSI and/or SI prior to using, in whole or in part, any of its trademarks or copyrighted works, including but not limited to Sea Tow and Sea Insure word marks and design marks, and include such notices, recognitions and credits as may be required as a condition to such approval.

I. Provide, at the discretion of USPS, and its districts, squadrons and members, information on the Sea Tow Automated Radio Check service to USPS/ABC membership and boaters during boating safety courses, vessel inspections, and as appropriate and mutually agreed upon including, but not limited to in print and electronic publications and member communications.

J. Extend to STSI members and franchisees a $10 discount on USPS/ABC online membership which brings discounts on courses. USPS/ABC to provide promotion code and signup method to receive discount.

Agreed Updated Version August 18, 2018
II. Sea Tow Services International will:

A. Designate and provide a principal STSI point of contact for purposes of liaison and coordination in furtherance of this joint effort.

B. Help promote USPS/ABC boating education by offering to its franchisees USPS/ABC boating course informational materials that can be distributed to boaters and customers at the discretion of the franchisees.

C. Offer graduates of USPS/ABC’s courses the opportunity for a 60-day free Sea Tow membership upon completion of any USPS/ABC formal course of instruction. Course graduates are eligible for one trial membership only regardless of the number of courses taken over any period of time. This trial membership cannot be combined with any other offer. Trial membership covers one boat only as listed on the application. Only course graduates 18 or older are eligible for this trial membership offer.

D. STSI will provide USPS/ABC with 60-day membership activation instructions for distribution, which may include card handouts, a standard membership application and Promo Code or other method/materials which can be used for any USPS/ABC course. Memberships are effective 24 hours after receipt of information by STSI.

E. By use of a Promotion Code, USPS/ABC members will receive $20 off the regular yearly rate for new and renewing memberships. STSI reserves the right to change the promotion code periodically as needed, which change will be provided to the USPS/ABC members.

F. Include articles on safe boating practices and educational information produced by USPS/ABC and its members on seatow.com, its social media and in e-newsletter, currently known as “Sea Tow News” at STSI’s discretion and in accordance with guidelines provide by USPS/ABC.

G. List the USPS/ABC as a source for boating safety courses on seatow.com. If a special offer for STSI members exists for USPS/ABC membership or for any USPS/ABC boating course offering, STSI will additionally list USPS/ABC as a national Savings Club participant on seatow.com website.

H. Make sure STSI franchisees are aware of their option to work with their local USPS/ABC Squadrons and Districts, at the discretion of the local USPS/ABC Squadron or District, under mutually beneficial terms to:
   a. Promote boating education and safety at the discretion of the local franchise.

   b. Assist Squadrons and Districts to develop and provide on-the-water training at the discretion of the local franchise.

Agreed Updated Version August 18, 2018
c. Offer Squadrons and Districts expertise regarding on the water assistance services at the discretion of the local franchise.

I. Offer to USPS/ABC and their Squadrons the opportunity to participate in, advertise on and/or operate the Automatic Radio Check system and USPS/ABC will make information relating to this opportunity to its Districts and Squadrons subject to the terms of such opportunity being approved by USPS/ABC.

J. Obtain prior written approval from USPS/ABC prior to using, in whole or in part, any of its trademarks or copyrighted works, including, but not limited to, such notices, recognitions and credits relating to the use of the names “USPS®”, “United States Power Squadron®” or “America’s Boating Club®” and other name or design marks of USPS, as may be required as a condition to any such approval.

K. Provide the USPS/ABC with decals and other promotional materials for the Sea Tow Automated Check system for distribution by the USPS/ABC at no cost.

L. Make available to USPS/ABC certain webinars prepared, produced and hosted by STSI and selected at the discretion of STSI, to be distributed via links to the websites of USPS/ABC, USPS/ABC social media and publications, and to the USPS/ABC Districts, Squadrons and their members in accordance with guidelines provided by STSI for use by USPS/ABC, their Districts, Squadrons and members at their respective discretion.

III. Sea Insure will:

A. Designate and provide a principal SI point of contact for purposes of liaison and coordination in furtherance of this joint effort, either in conjunction with STSI or alone.

B. Cooperate and join with STSI in their obligations herein to the extent appropriate.

C. Work with USPS/ABC to develop promotions and benefits for USPS/ABC, its Districts, Squadrons and members to be mutually beneficial to and agreed by all parties hereto.

IV. The Parties hereto further agree as follows:

A. Work together to support each other’s recreational boating safety and enjoyment mission.

B. Cooperate in the promotion of USPS/ABC courses and civic service projects, STSI programs and membership, and SI insurance offerings, including the use, where appropriate, of USPS/ABC and/or STSI and/or SI graphics, registered trademarks, logos, and other copyrighted materials in a manner that will preserve all the rights of the owners thereof and with the prior specific consent of the owners thereof.

C. This Memorandum of Understanding shall become effective on the date of its execution by all
Agreed Updated Version August 18, 2018
Parties and shall remain in effect until terminated by any Party upon a 30-day written notice at any time. If any party perceives a need to modify or update the content of this MOU, it may request a mutual review at any time. Additionally, the parties hereto will, in addition to the other provisions herein provided, review this MOU every three years and suggest changes and updates as may be appropriate. It is understood and agreed by the Parties that this MOU represents the complete understanding between the Parties.

D. Any amendments to this MOU are subject to the written agreement of all Parties.

E. As a condition of this agreement, the Parties agree not to discriminate against any person because of race, color, creed, sex, religion, national origin, age, or disability.

FOR SEA TOW SERVICES INTERNATIONAL, Inc:
Captain Joseph Frohnhofer III
CEO
Date: 8-18-2018

FOR SEA INSURE:
Captain Joseph Frohnhofer III
Member and authorized signer
Date: 8-18-2018

FOR UNITED STATES POWER SQUADRONS:
Gary P. Cheney, SN
Chief Commander
Date: 8-18-18

Agreed Updated Version August 18, 2018