

**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES POWER SQUADRONS®
AND
MARINE RETAILERS ASSOCIATION OF AMERICA**



This Memorandum of Understanding (MOU) is between the United States Power Squadrons, (hereinafter "USPS") 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, and the Marine Retailers Association of America, (hereinafter "MRAA"), a not-for-profit corporation organized under the laws of the State of Illinois.

In recognition of their respective outstanding past and present roles in the field of recreational boating and in furtherance of their mutual goals of encouraging and promoting recreational boating safety and enjoyment throughout the United States, USPS and MRAA agree to work in close cooperation with each other according to the guidelines set forth below.

Now, therefore, the Parties agree as follows:

1. USPS shall have the following responsibilities:

- A. Continue to schedule and administer boating safety courses and civic service programs through the USPS administrative structure.
- B. Continue to conduct and administer USPS boating safety courses in accordance with U.S. Coast Guard-approved National Association of State Boating Law Administrators (NASBLA) course standards, guidelines, and requirements.
- C. Continue to conduct and administer USPS civic service programs, such as cooperative charting, vessel safety check, harbor watch, tidal current prediction quality assurance, and weather watch, in close cooperation with and in accordance with standards established by the respective government agencies having oversight of such programs.
- D. Provide information to MRAA members in advance on the date, time, and location of boating safety courses and civic service projects, including the name(s) and contact information for the applicable USPS contact person(s) for such course(s) and projects where MRAA support and partnering is requested.
- E. Utilize MRAA-provided printed and audio-visual materials, in ways determined by USPS to be most appropriate, in the conduct of its boating safety courses and civic service projects. Request the assistance of MRAA personnel, when and where available and appropriate, in the promotion and conduct of such courses and projects.
- F. Publicly recognize in the promotion and conduct of boating safety courses and civic service projects, as and how deemed appropriate by USPS, the supportive and partnering efforts of MRAA in encouraging and promoting recreational boating safety and enjoyment.
- G. Designate a principal USPS point of contact to work directly with MRAA in the national-level coordination of the mutual efforts of USPS and MRAA under the provisions of this MOU. Where appropriate, designate USPS points of contact to work directly with MRAA in the coordination of the mutual regional, state, and/or local-level efforts of USPS and MRAA under the provisions of this MOU.
- H. Post on the USPS website a copy of this MOU and a direct link to the MRAA website.
- I. Agree to save and hold MRAA financially harmless from any and all claims, actions, causes of action, or liability arising out of or resulting from any act undertaken or committed by USPS pursuant to the performance of its obligations under this Agreement, except for those actions or liabilities which are due to the misconduct or negligence of MRAA.

2. MRAA shall have the following responsibilities:

- A. Provide and distribute to USPS squadrons, at no cost to USPS, appropriate MRAA printed and audio visual materials for use by USPS squadrons in the conduct of their boating safety courses and/or civic service projects.
- B. Wherever possible, provide to USPS squadrons the name(s) and contact information for suitable MRAA-affiliated personnel to assist, as available, at no cost to USPS, and when and where requested by USPS, in the promotion and/or conduct of USPS boating safety courses and civic service projects in which MRAA-provided printed and audio-visual materials are to be utilized.
- C. Post on the MRAA web site a copy of this MOU and a direct link to the USPS public web site.
- D. Post on the MRAA website and other MRAA-sponsored promotions of boating safety education and related civic service projects the date, time, and location of applicable USPS courses and projects and the designated USPS contact names and contact information for such events.
- E. Recognize on the MRAA website and in MRAA's other recreational boating-related promotions, as and how deemed appropriate by MRAA, the role of USPS in encouraging and promoting recreational boating safety and enjoyment.
- F. Agree to save and hold USPS financially harmless from any and all claims, actions, causes of action, or liability arising out of or resulting from any act undertaken or committed by MRAA pursuant to the performance of its obligations under this Agreement, except for those actions or liabilities which are due to the misconduct or negligence of USPS.

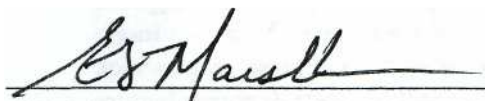
3. The Parties hereto shall have the following mutual responsibilities:

- A. Work together to support each other's recreational boating safety and enjoyment mission.
- B. Cooperate in the promotion of USPS boating safety courses and civic service projects, including the use, where appropriate, of USPS and/or MRAA 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 both Parties and shall remain in effect until its termination by either Party upon a 30-day written notice. This MOU shall be reviewed by the Parties every three (3) years in order to modify and/or update its content. It is understood and agreed by the Parties that this MOU represents the complete agreement between the Parties.
- D. Any amendments to this written agreement shall be made by both Parties.
- E. As a condition of this agreement, the Parties agree not to discriminate unlawfully against any person because of race, color, creed, sex, religion, national origin, age, or disability.

IN WITNESS WHEREOF the said Parties have herewith set their hands and seals as of the date(s) below written.

For the United States Power Squadrons:

For the Marine Retailers Association of America



Chief Commander

President

Date / /

Date

2/24/07