

**2007 AMERICAN CANOE ASSOCIATION
PADDLE AMERICA CLUB AGREEMENT**

With

PAC Certificate of Insurance Information Form and PAC Additional Insured Request

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 an ACA 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**: 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.
- 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 and dues payment of \$225. Upon receipt of the PAC's agreement and dues, the ACA will request a General Certificate of Insurance for the PAC using the information provided on page five of this agreement. The PAC will receive its certificate within ten days.
 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 off-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 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 **at least 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.
- F. Renewals and Reporting:
1. The ACA agrees to make available on-line a list of the PAC's members who are also ACA members.
 2. For PACs selecting Option 3 in Section II.B.4., below, the ACA agrees to accept renewals of both ACA and PAC memberships and remit the applicable portion of the dues paid to the PAC.
 3. For PACs that submit all of their activity reports electronically using the Excel spreadsheet provided by the ACA, and in accordance with the submission procedures established by the ACA, the ACA agrees to provide complimentary event memberships for twenty (20) club guests per contract period (\$200 value).

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. Display will be in accordance with the ACA Logo Style Guide. (The PAC acknowledges its use of the ACA logo is a limited license subject to the ACA's discretion, and that ownership of the ACA logo remains entirely with the ACA).
 2. The PAC will identify the ACA in connection with ACA-sanctioned activities and events using appropriate language such as "ACA-Sanctioned Event," "Conducted in Partnership with the American Canoe Association," or something similar.

- 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 February 15, 2006 receive a \$25 discount.**
 2. ACA membership: The PAC agrees to require all participants in sanctioned activities and events to be ACA members in one of the following ways:
 - a. Paddle America membership: The PAC agrees to offer its existing and newly joining members an opportunity to purchase a discounted ACA membership at the rate of \$30 for individual members and \$40 for family members. This option will be offered on the PAC's membership solicitations and at the PAC's sanctioned activities and events.
 - b. Other ACA memberships: For participants who are not club members, the PAC agrees to accept a current ACA membership card or other proof of membership in satisfaction of the participant's membership requirement. The PAC agrees to offer participants who are not ACA members the option of purchasing a full-price individual, student/junior, or family membership at current ACA membership dues rates.
 - 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.F.3., above, an event membership fee is \$10.00 per event member. For purposes of applying the event membership requirement, an "event" is any one of the following:
 - i. A single paddling trip lasting one or more consecutive days, not to exceed 30 days;
 - ii. A single paddling event or festival lasting one or more consecutive days, not to exceed 30 days;
 - iii. A single course of ACA instruction taught by ACA-certified instructors.
 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 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 in accordance with the ACA's Risk Management Guidelines. The PAC understands its responsibility to comply with reasonable and appropriate safety standards in conducting its activities, and acknowledges that its failure to do so could adversely impact its insurance coverage and the ACA's insurance program.
2. The PAC agrees to pay the ACA \$20.00 for each additional insured request, and a \$25 rush fee for any certificate request or additional insured request submitted within ten days of the start of any activity occurring after February 15, 2007.
3. Except for the complimentary event memberships described in Section I.F.3., 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 the ACA with a count of the number of ACA members who participate.

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, 2008.

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: _____

General Certificate of Insurance Information

When the ACA receives your PAC's signed agreement and dues payment, it will request a General Certificate of Insurance for the PAC using the information provided below. This Certificate will cover all of the activities listed in your PAC's schedule of activities. You should receive this certificate within ten days. (During the year, you may add to your PAC's schedule of activities by sending an email to insurance@americancanoe.org at least one business day prior to the start of the activity.)

PAC Insurance Representative Name: _____

PAC Mailing Address: _____

Phone # _____ Fax # _____

Email (required): _____ PAC Web Address _____

Request for Additional Insured

Provide the information below to have a sponsor, landowner or other third party listed as an **Additional Insured** on your PAC's General Certificate of Insurance. To request multiple Additional Insureds, or to request more new Additional Insureds after submission of this agreement, use the ACA's *Supplemental Request for Additional Insured*, available on the ACA website (after 1/19/2007). Fees for Additional Insureds are \$20 per insured plus a \$25 rush fee if requested within 10 days of an activity.

Name of Additional Insured: _____

Additional Insured contact person: _____

Additional Insured mailing address: _____

Describe Relationship of Additional Insured to PAC or activity (e.g. pool owner, activity sponsor, landowner):

Specify required wording of additional insured statement if different from the name of Additional Insured listed above, or attach copy of Additional Insured's request or instructions (Note: Subject to review by insurance company):

REQUIRED: Indicate whether the PAC has entered into any agreement, contract or permit containing Assumption of Liability, Indemnification or Hold Harmless language?

YES or NO (circle one) If yes, submit a copy of agreement with this request.