

**LETTER OF INTENT BY THE UNITED STATES COAST GUARD  
REGARDING THE PARTNERSHIP AMONG  
THE UNITED STATES COAST GUARD AUXILIARY,  
THE COAST GUARD AUXILIARY ASSOCIATION, INC.,  
AND  
WEST MARINE, INC.**

1. **BACKGROUND.** The parties to this Letter of Intent (hereinafter, “the LOI”) are the United States Coast Guard Auxiliary, (hereinafter, “the Auxiliary”), the Coast Guard Auxiliary Association, Inc., (hereinafter, “the Association”), and West Marine, Inc. of Florida, (hereinafter “West Marine”). The Auxiliary supports the United States Coast Guard’s (hereinafter, “the Coast Guard”) mission of promoting recreational boating safety on and around the territorial waters of the United States. The Association is the only corporation authorized to conduct fundraising activities to support Auxiliary programs and serves as the conduit for receiving donations to the Auxiliary as a 501(c)(3) non-profit corporation as well as for receiving grants, funds, and other items for appropriate purposes. West Marine is a worldwide boating supply retailer whose mission statement is, “Outfit, Educate, and Inspire Boaters.” It has been in business for more than 50 years with more than 230 stores in 38 states and Puerto Rico.
2. **PURPOSES.** The purposes of this LOI are to provide a convenient environment for the Auxiliary to promote safe recreational boating practices by providing recreational boating safety training, education, and outreach and offering program visits and vessel safety checks to the public at West Marine locations and related events
3. **EXPECTATIONS.**

The Auxiliary will, at its discretion:

- a. Conduct recreational boating safety training and education, public affairs events, booths, tables, and talks, and vessel safety checks at West Marine locations during National Safe Boating Week and other mutually agreed times and events.
- b. Conduct program visits at West Marine locations to provide recreational boating safety information and update displays with current safety pamphlets.
- c. Conduct annual stewardship meetings to keep this LOI on track and review results.
- d. Establish and maintain relationships between local Auxiliary flotillas and West Marine store management teams to plan and execute boating safety events.
- e. Distribute content promoting this LOI and related events. All content must be approved by all Parties before use and must abide by Auxiliary requirements for the protection of copyrights and trademarks.

- f. Share creative assets such as approved logo images to create marketing, advertising, and public relations content. Issue press releases announcing this LOI at the program launch and throughout each year as events are scheduled.

West Marine will, at its discretion:

- a. Send notices to all its locations requesting that they support the activities described in the LOI.
- b. Promote and coordinate Auxiliary public education and vessel safety check events held at its cooperating locations and facilities.
- c. Create, where feasible, a prominent area for recreational boating safety and Auxiliary membership pamphlets and posters. Purchase and provide a co-branded display rack along with QR codes linking to additional information about the Auxiliary. If needed, West Marine will provide new Coast Guard approved co-branded recreational boating safety information pamphlets.
- d. Include safety messaging with Auxiliary-approved content in West Marine's customer communications or similar media and on its website and social media.
- e. Identify the Auxiliary as a partner at events.
- f. Make event space and facilities available for scheduled recreational boating safety classes and presentations and vessel safety checks conducted by Auxiliary personnel.
- g. Send notices to all organizational members encouraging support for this LOI and as related events are planned and developed.
- h. Include recreational boating safety messaging with the Auxiliary during media programs and publications.
- i. Prominently display Auxiliary QR codes in recreational boating safety communications and in-facility safety displays.
- j. Distribute content promoting this LOI and related events. All content must be approved by all Parties before use and must abide by Auxiliary requirements for the protection of copyrights and trademarks.
- k. Share creative assets such as approved logo images to create marketing, advertising, and public relations content. Issue press releases announcing this LOI at times including at program launch and throughout each year as events are scheduled.

The Association will, at its discretion:

- a. Promote Auxiliary recreational boating safety programs through advertising, public relations efforts, editorials, internal logo branding, website promotional and other forms

of communications designed to reach the recreational boating public. The Association will continue the active promotion of the Auxiliary's recreational boating safety programs during the period of this LOI.

- b. Identify West Marine as a valued corporate supporter of Auxiliary recreational boating safety programs on the Association's website and other public facing media.
  - c. Continue its financial support of the Auxiliary in its efforts to implement recreational boating safety programs consistent with its responsibility to manage all fiscal matters and fundraising efforts in support of Auxiliary activities not funded by the Coast Guard.
4. PERSONNEL. Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.
  5. NOTICE. Any notice or communication required or permitted under this LOI will be sufficient if delivered in person or by U.S. Mail, certified mail, return receipt requested, or electronically to the person immediately set forth below, or to such other address or party as one party may have furnished in writing to the other.
  6. POINTS OF CONTACT. The following individuals will be the points of contact for this LOI. Each Party may change its point of contact upon reasonable notice to the other Parties. Changes to this section do not require a formal amendment to this LOI.

**U.S. Coast Guard Auxiliary**  
Commodore John C. Krogmann, Jr.  
Deputy National Commodore -  
Recreational Boating Safety  
(or successor)  
P.O. Box 160  
[jkcatinc@aol.com](mailto:jkcatinc@aol.com)  
Cell: (703) 786-8118

Commodore Christopher A. Wilson  
Assistant National Commodore -  
Recreational Boating Safety  
(or successor)  
16 Adams Avenue  
Pitman, NJ 08071  
[christopher.wilson@cgauxnet.us](mailto:christopher.wilson@cgauxnet.us)  
Cell: (856) 472-5680

**West Marine, Inc.**  
~~Jim Heidelberg~~ *Paullee Day*  
~~Senior Vice President of Marketing~~ *CAO*  
(or successor)  
1 E Broward Boulevard  
Fort Lauderdale, FL 33301  
~~[JimHeidelberg@Westmarine.com](mailto:JimHeidelberg@Westmarine.com)~~  
Cell: ~~(913) 784-4099~~ *727 4556342*

**Coast Guard Auxiliary Association, Inc.**  
Dale E. Fajardo  
President and CEO  
(or successor)  
1301 West 1<sup>st</sup> Street Suite E1  
Granite City, IL 62040  
[dale.fajardo@cgauxa.org](mailto:dale.fajardo@cgauxa.org)  
Cell: (618) 823-5009

## 7. ADDITIONAL PROVISIONS.

- a. Unless mutually agreed to by the parent organization's officials having authority to obligate funds, neither the Auxiliary nor the Association will charge West Marine for costs stemming from its participation under this LOI to the other organization or its parent organization. West Marine agrees that it will not charge costs stemming from its participation under this LOI to the Auxiliary or the Association.
- b. The Parties acknowledge that all activities in furtherance of this endeavor must be in full compliance with applicable law and Coast Guard and Auxiliary regulations and policies. West Marine agrees not to take any action involving or referencing the Auxiliary or Association which is contrary to the same.
- c. Nothing in this LOI is intended to conflict with current law, regulations, policies, or directives of the Coast Guard, the Auxiliary, or the Department of Homeland Security. If any term of this LOI is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this LOI shall remain in full force and effect.
- d. West Marine agrees not to use the Coast Guard, the Auxiliary, or the Association names, insignia, or logos without the express written consent of the Coast Guard, the Auxiliary, or the Association or to make any reference to the Coast Guard or the Auxiliary that is prohibited by law or regulation. The terms of this LOI provide a limited license to West Marine for its use of the Auxiliary name or derivations thereof, insignia and/or logos in advising its members of the benefits of this LOI.
- e. The Auxiliary agrees not to use West Marine's name, insignia, logos, or any other reference to West Marine without West Marine's prior written consent. The terms of this LOI provide a limited license to the Auxiliary and the Association for their use of the West Marine name or derivations thereof, insignia and/or logos in advising its members of the benefits of this LOI.
- f. This LOI does not create any right or benefit, substantive or procedural, enforceable at law or equity by any persons, whether or not a party to this LOI, against the Coast Guard, the Auxiliary, the Department of Homeland Security, West Marine or their officers, employees, agents or contractors.
- g. It is agreed and understood by the Parties that by entering this LOI, neither the Coast Guard, the Auxiliary, nor the Association endorse West Marine or its goods or services, and no representations indicating or tending to indicate such endorsement shall be made by West Marine. West Marine further agrees not to use the Coast Guard, the Auxiliary, or the Association name, derivations thereof, insignia, logo or other reference to the Coast Guard, the Auxiliary, or the Association, which in anyway states or infers Coast Guard, Auxiliary, or Association product endorsement, political or legislative position, or any other reference to the Coast Guard, the Auxiliary, or the Association that is prohibited by law or regulation.

h. This LOI constitutes the entire understanding among the Parties. The Parties represent and warrant that their signatories have authority to represent them.

8. MODIFICATIONS. This LOI may not be modified in whole or in part without the written mutual consent of all Parties.

9. EFFECTIVE DATE. This LOI will become effective upon the last signature of the Parties.

10. TERMINATION. The terms of this LOI, as modified with the consent of the Parties, will remain in effect until terminated by any Party. Any Party may terminate this LOI upon sixty (60) days written notice to the other Parties.

11. APPROVED BY.

For the U.S. Coast Guard.



Printed Name: Captain Brent R. Schmadeke, U.S. Coast Guard  
Position: Chief, Office of Auxiliary and Boating Safety (CG-BSX)

Date: 25 Nov 2024

12. ACKNOWLEDGED BY.

For the U.S. Coast Guard Auxiliary.



Printed Name: Commodore Mary L. Kirkwood  
Position: National Commodore

Date: 12/3/24

For the Coast Guard Auxiliary Association, Inc:



Printed Name: Dale E. Fajardo  
Position: President and CEO

Date: 06 Dec 2024

For West Marine, Inc.



Printed Name: ~~Jim Heidelberg~~ *Paul Lee Day*  
Position: ~~Senior Vice President of Marketing~~ *CAO*

Date: 2/5/25