

**MEMORANDUM OF AGREEMENT AMONG
THE UNITED STATES COAST GUARD AUXILIARY,
THE COAST GUARD AUXILIARY ASSOCIATION, INC.
AND
B.A.S.S., LLC REGARDING
PROVISION OF SPACE FOR THE U.S. COAST GUARD RECREATIONAL BOATING
SAFETY PROGRAM AT BASSMASTER EVENTS**

I. PARTIES.

The parties to this Agreement are the United States Coast Guard Auxiliary (“the Auxiliary”), the Coast Guard Auxiliary Association, Inc. (“the Association”), and B.A.S.S., LLC. (“BASS”).

II. AUTHORITY.

A. The Auxiliary is authorized to enter into this Agreement under Title 14 U.S.C. §§3901-3902, 33 C.F.R. § 5.7, and the Auxiliary Manual, Commandant Instruction M16790.1 (series).

B. The Association is authorized to enter into this Agreement pursuant to its Articles of Incorporation, its Bylaws, and its policy as set by its Board of Directors.

C. BASS is authorized to enter into this agreement by its Board of Directors.

III. PURPOSE.

The purpose of this Agreement is to set forth terms by which BASS will, as a corporate supporter and donor from years 2020 through 2025, support the Auxiliary’s Recreational Boating Safety (RBS) program. The parties agree that the following terms and conditions of this understanding apply to the extent of support of the RBS program.

IV. RESPONSIBILITIES.

A. The Association will:

1. Promote the RBS program through advertising, public relations efforts, editorials, internal logo branding, web site promotional and other forms of communications designed to reach the recreational boating public. The Association intends to continue the active promotion of the RBS program during the period of this MOA.

2. Identify BASS as a corporate supporter of the RBS program at Bassmaster Events on the Association website www.cgauxa.org, the Auxiliary website www.cgaux.org, as well as other mediums.

3. Support the Auxiliary in its efforts to implement the RBS program as instructed by the Commandant of the Coast Guard.

B. The Auxiliary will:

1. At the discretion of the Auxiliary, provide annual Vessel Safety Checks (VSC) for the Bassmaster Elite Series Anglers at their annual business meeting and registration at the first event of the season, and at other times as mutually agreed.

2. At the discretion of the Auxiliary, provide an RBS booth at each of the national events of BASS. Information shall include: federal regulations, state regulations, information on safe boating, fishing safely from a boat, paddle craft information, life jacket information, Coast Guard Auxiliary recruiting, public safe boating class information, and other boating safety information as may be available and of interest to the boating public.

3. Provide VSCs at events requested by BASS at the discretion of the Auxiliary.

4. Promote the mission of the RBS program, encourage Auxiliarists to become qualified Vessel Examiners, encourage Auxiliarists to perform VSCs, and staff RBS booths and other public affairs events as a critical component of the RBS mission.

5. Provide training materials and initially qualify Auxiliarists to perform the VSC mission. Provide periodic training and update of skills via workshops or other member training opportunities to refresh the skills of Vessel Examiners once qualified.

6. Maintain a website for public use to request a VSC (such as "I want a VSC") and boater safety education ("Take a Boating Safety Class") and to publicize this website in public facing websites (www.cgaux.org) including social media, and in printed or other materials as part of RBS outreach initiatives.

7. Promote the VSC program to the public via public affairs outreach initiatives. Promote the RBS program in outreach material distributed via the Program Visitor mission in partnership with various Program Partner locations where this material can be received by the public. Promote the RBS program as part of public education course offerings.

C. BASS will:

1. Provide the opportunity to annually permit VSCs for the Anglers of the Bassmaster Elite Series Tournaments.

2. Work with the Auxiliary to open other tournament events for VSCs and public affairs-RBS booth space for outreach opportunities as permitted by staffing availability of local flotillas.

3. Work with the Auxiliary by providing free public affairs-RBS booth space for outreach opportunities at each of their Series Tournaments either in the Vendor Area or in other event space, as available.

V. FUNDING. Nothing in this agreement is intended to, and does not, obligate funds, nor is the agreement to be construed as obligating funds of the Parties or the United States Coast Guard.

VI. POINTS OF CONTACT.

A. For B.A.S.S., LLC.

Bruce Akin, CEO
3500 Blue Lake Dr., Suite 330
Birmingham, AL 35243
205-313-0922
E-Mail: bakin@bassmaster.com

B. For the U.S. Coast Guard Auxiliary.

Deputy National Commodore — Recreational Boating Safety (DNACO-RBS)
Commodore Agostino Formato (or successor)
Please send all correspondence for DNACO-RBS to C/O Auxiliary Association address.

Assistant National Commodore - Recreational Boating Safety (ANACO-RB)
Commodore Robert T. Shafer (or successor)
Please send all correspondence for ANACO-RB to C/O Auxiliary Association address.

C. For the Coast Guard Auxiliary Association, Inc.

Commodore Vincent Pica (or successor)
President and CEO
9449 Watson Industrial Park
St. Louis, MO 63126
Email: vincent.pica@cgauxnet.us
314-962-8828

VII. OTHER PROVISIONS.

A. Participation in this cooperative endeavor is voluntary and does not constitute an enforceable agreement. The Parties acknowledge that any activities in furtherance of this endeavor must be in full compliance with all applicable law and United States Coast Guard regulations and policies, including, without limitation, those enumerated in the Auxiliary Manual, Commandant Instruction M16790.1 (series). BASS agrees not to take any action involving or referencing the Auxiliary which is contrary to the same. Nothing in this Agreement is intended to conflict with current law or regulations or the directives of the U.S. Coast Guard or Department of Homeland Security. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.

B. It is agreed and understood by the Parties that by entering into this Agreement, neither the U.S. Coast Guard nor the Auxiliary endorses BASS or any other entities' goods or services, including boating safety products, and no representations indicating or tending to indicate such endorsement shall be made by any party. BASS agrees not to use the U.S. Coast Guard or Auxiliary name, insignia, logo or other reference to the Auxiliary without permission or which in any way states or infers Auxiliary or U.S. Coast Guard product endorsement, political or legislative position, or any other reference to the Auxiliary or U.S. Coast Guard that is prohibited by law or regulation

C. This Agreement constitutes the entire understanding between the parties. There are no representations, warranties, agreements, arrangements, or undertakings, oral or written, between or among the parties relating to the subject matter which are not included in this Agreement. The Parties represent and warrant that their signatories have authority to represent them.

D. This Agreement does not create any right or benefit, substantive or procedural, enforceable at law or equity, by persons, whether or not a party to this Agreement, against the Auxiliary, the U.S. Coast Guard, the Department of Homeland Security, BASS or their officers or employees, or any other person.

VIII. EFFECTIVE DATE.

The terms of this Agreement will become effective on the date it is signed by the final signatory and approved on behalf of the U.S. Coast Guard.

IX. MODIFICATION.

This Agreement may not be modified or amended except upon the mutual written consent of all Parties.

X. TERMINATION.

The terms of this Agreement will remain in effect for five (5) years from the effective date and may be extended by mutual written agreement of the Parties. Any party upon thirty (30) days written notice to the others may terminate this Agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the date shown:

U.S. Coast Guard Auxiliary

By: [Redacted Signature] 9/20/20
Larry L. King
National Commodore
Date

U.S. Coast Guard Auxiliary Association, Inc.

By: [Redacted Signature] 9/24/2020
Vincent Pica
President
Date

B.A.S.S. LLC.

By: [Redacted Signature] 8/25/20
Bruce Akin
Date

APPROVED:

U.S. Coast Guard

By: [Redacted Signature] 10/8/20
Scott L. Johnson
Captain, U.S. Coast Guard
Chief, Office of Auxiliary and Boating Safety
(CG-BSX)
Date