



## GUE Dive Center Program

Version 5.0



# Introduction

Local communities are the engines that power GUE’s founding principles. They are an entirely unique aspect to being part of GUE. No other organization offers such a vast and supportive global network or the resulting opportunities to be part of wide-ranging international projects. GUE’s communities offer purpose, challenge, and personal enrichment by empowering divers to join conservation initiatives (like GUE’s Project Baseline), partake in GUE exploration projects, or enjoy a range of social experiences.

GUE Dive Centers are the cornerstones of our local communities. They provide a critical link in the growth, support, and longevity of the GUE organization and its membership.

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## GUE Premium Dive Center

GUE Premium Dive Center status is available to Dive Centers that promote GUE's broad global mission in support of aquatic education, conservation, and exploration. GUE Dive Centers help develop GUE instructors while offering support for local GUE divers.

### Premium Dive Center Standards

GUE Premium Dive Centers must:

- Offer GUE classes throughout the year.
- Promote GUE membership to their customers.
- Have a GUE instructor on staff and be sponsored by a GUE Instructor Trainer or Evaluator.
- Have at least half of all staff certified at the GUE Fundamentals level (or higher).
- Offer regular interning options for GUE instructor candidates and organize/support GUE Instructor Training Courses as requested by Headquarters.
- Create and maintain a GUE Project Baseline project or local environmental initiative.
- Provide at least one GUE informational session annually.
- Provide access to GUE standard gases through an on-site fill station, as appropriate for local diving. This station must meet local laws as well as the standard of care within the industry.
- Provide rental equipment that meets GUE equipment standards. Rental inventory must be sufficient to support one full GUE class at the highest level of local diving.
- Abide by GUE Standards & Procedures.
- Add GUE as an additional insured to the dive center's liability insurance policy.

### Obtaining Premium Dive Center Status

Please complete and return the Dive Center Application and Dive Center Agreement to GUE Headquarters. Your application will be reviewed and returned as either Approved, Denied, or More Information Required. Once approved, the application fee of \$800 will be due. In support of this relationship as a GUE representative, shops receive the following items:

- Free posting of a thirty-second facility commercial on GUE online communication channels (editing support available);
- Facebook live interview included in at least one GUE public presentation;
- Free promotion of dive center events on GUE online communication channels;
- Shop logo and website link on GUE.com;
- Web-based promotion on GUE.com and through Quest;

- GUE retractable rollup banner;
- GUE Premium Dive Center logo window decal;
- GUE promotional and marketing materials (brochures, handouts, stickers, pens, etc.);
- Access to GUE vinyl banner and other marketing material artwork for self-printing;
- Access to DiveGUE.tv, including one shop account and fifty, one-month free trial coupons for staff and customers; and
- One free Recreational Instructor intern registration (\$600 value) upon activation as a Premium Dive Center (additional registrations not available for subsequent renewals)

## Maintaining Premium Dive Center Status

GUE Premium Dive Centers are required to renew annually. This status is only available to businesses operating in accordance with local/regional regulations. GUE Premium Dive Center status remains entirely discretionary and may be withheld or rescinded without cause by GUE Headquarters. The Premium Dive Center renewal fee is \$650.

## GUE Dive Center

GUE Dive Center status is available to diving centers that promote GUE's broad global mission in support of aquatic education, conservation, and exploration. These facilities must also support GUE diving activities as appropriate for their local region.

## Dive Center Standards

GUE Dive Centers must:

- Offer GUE classes throughout the year.
- Promote GUE membership to their customers.
- Have a GUE instructor on staff or be sponsored by a GUE instructor.
- Maintain at least two GUE Fundamentals (or higher) certified staff.
- Create and maintain a GUE Project Baseline project or local environmental initiative.
- Provide access to GUE standard gases through an on-site fill station, as appropriate for local diving. This station must meet local laws as well as the standard of care within the industry.
- Provide rental equipment that meets GUE equipment standards. Rental inventory must be sufficient to support one full GUE class at the highest level of local diving.
- All GUE instructors, guides, and personnel are to abide by GUE Standards & Procedures while conducting any GUE-related activities with GUE divers or trainees.
- Add GUE as an additional insured to the dive center's liability insurance policy.

## Obtaining Dive Center Status

Please complete and return the Dive Center Application and Dive Center Agreement to GUE Headquarters. Your application will be reviewed and returned as either Approved, Denied, or More Information Required. Once approved, the application fee of \$500 will be due. In support of this relationship as a GUE representative, shops receive the following items:

- Free posting of a thirty-second facility commercial on GUE online communication channels (editing support available);
- Facebook live interview included in at least one GUE public presentation;
- Free promotion of dive center events on GUE online communication channels;
- Shop logo and a website link on GUE.com;
- Web-based promotion on GUE.com and through *Quest*;
- GUE retractable rollup banner;
- GUE Dive Center logo window decal;
- GUE promotional materials (brochures, handouts, stickers, pens, etc.);
- Access to GUE vinyl banner and other marketing material artwork for self-printing; and
- Access to DiveGUE.tv, including one shop account and fifty, one-month free trial coupons for staff and customers.

## Maintaining Dive Center Status

GUE Dive Centers are required to renew annually. This status is only available to businesses operating in accordance with local/regional regulations. GUE Dive Center status remains entirely discretionary and may be withheld or rescinded without cause by GUE Headquarters. The Dive Center renewal fee is \$350.



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High Springs, Florida 32643

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# *GUE Dive Center and Premium Dive Center Application*

Business Name:			Date:
Contact Person:		Title/Position:	
Business Address:			
City:	State:	Postal Code:	Country:
Phone:		Email:	
Business Website:			
Level you are applying for:			
<i>Dive Center</i>		<i>Premium Dive Center</i>	

List all GUE instructors on staff or your sponsor instructor. If applying for Premium Dive Center status, also list the sponsoring Instructor Trainer or Evaluator.

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List all staff members with GUE certifications and their corresponding level(s). Also provide the number of non-GUE trained staff.

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Have you promoted or hosted a GUE course or diving event in the last 2 years? If yes, please briefly describe:

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List the highest level of diving that is available in the area in terms of GUE certification (e.g., Cave 2 diving, Tech 2+ diving). Can your facility supply the GUE-standard gases and rental equipment needed for these dives? If yes, for approximately how many people?

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List GUE standardized mixes available at your facility, as well as a brief description of GUE-compliant rental equipment:

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Do you already have or plan to start a Project Baseline in your area? If yes, please list; if no, please describe the environmental project you plan to support.

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# *GUE Dive Center and Premium Dive Center Agreement*

This GUE Dive Center and Premium Dive Center Agreement (the "Agreement") is a vendor contract made between Global Underwater Explorers ("GUE") and \_\_\_\_\_ (the "Dive Center").

The Dive Center is represented by the following (the "Dive Center Representative"):

Name: \_\_\_\_\_ Title: \_\_\_\_\_

*In signing this Agreement, the Dive Center Representative warrants and represents they have authority to enter into this Agreement on behalf of the Dive Center and bind it to all obligations stated herein.*

In consideration of the mutual promises contained in this Agreement, the GUE and the Dive Center agree as follows:

### **APPLICATION**

This Agreement shall apply to Dive Centers who apply and are accepted as either GUE Premium Dive Centers or GUE Dive Centers.

### **TERM AND TERMINATION**

This Agreement shall commence upon GUE's acceptance and continue for one year unless terminated earlier (as provided below). Either party may terminate this Agreement before the end of its term by giving thirty days' written notice of termination to the other party. In addition, GUE may unilaterally terminate this Agreement without advance notice in the event that:

1. The Dive Center defaults in any payment due to GUE for GUE products or services purchased from GUE and such default is not remedied within fourteen days after written notice thereof to the Dive Center by GUE.
2. The Dive Center fails to perform any other obligation, duty, or responsibility or is in default with respect to any term or condition undertaken by the Dive Center under this Agreement and such failure or default is not remedied within fourteen days after written notice thereof to the Dive Center by GUE. However, GUE retains the right to suspend the privileges of the Dive Center during the pendency of this remediation period if, in GUE's discretion, such suspension is necessary.

Upon termination, the Dive Center shall immediately:

- Cease all GUE-related training,
- Discontinue any representation that the business is affiliated directly or indirectly with GUE, and
- Cease and desist from any advertising or claims that teaching is conducted using the GUE methods or philosophy.

## **HOLD HARMLESS, WAIVER, AND RELEASE**

\_\_\_\_ **Agreement to Hold Harmless.** The Dive Center agrees to indemnify and to save and hold harmless GUE (including GUE's officers, directors, volunteers, employees, and assigns) from any liability, loss, claim, damage, cost, and/or expense (including attorney's fees) which in any way arise out of any act or omission of the Dive Center (including the Dive Center's agents, employees, Instructors, or assigns).

\_\_\_\_ **Waiver of Right to Sue.** The Dive Center agrees, understands, and hereby acknowledges this Agreement constitutes a waiver of its right to sue GUE and its representatives for matters arising out of this Agreement or any relationship it may create, including but not limited to suits for negligence.

\_\_\_\_ **Use of Liability Release.** The Dive Center agrees to use a liability release form for all diving activities. The Dive Center further agrees comply with all GUE liability, interview, and medical document requirements for any GUE related training or activities.

\_\_\_\_ **Insurance Requirements.** The Dive Center agrees to carry liability insurance and agrees to add GUE to its insurance policy as an additional named insured.

\_\_\_\_ **Right to Terminate.** The Dive Center understands and agrees that GUE may, at its sole discretion, review the Dive Center's status at any time for any reason. GUE retains the right to terminate this Agreement for any reason, subject to the notice requirements above.

\_\_\_\_ **Yearly Reviews.** All GUE Dive Centers are reviewed annually and may or may not be renewed based solely upon GUE's discretion.

## **DIVE CENTER OBLIGATIONS**

\_\_\_\_ **Compliance with GUE Standards.** The Dive Center agrees to conduct GUE programs in strict accordance with GUE's General Training Standards, Policies, and Procedures document as may now exist or hereafter be established by GUE, and in all other respects shall abide by such rules, regulations, and other requirements as may now exist or hereafter be established by GUE.

\_\_\_\_ **Instructors.** The Dive Center shall require all GUE Instructors who are teaching to maintain active status and be in good standing with GUE. A GUE Instructor may be brought into a Dive Center to instruct GUE courses. This option exists for those facilities not required to maintain an on-staff GUE Instructor.

\_\_\_\_ **Teaching Materials.** The Dive Center shall, when conducting all levels of GUE educational programs, use appropriate GUE educational materials only.



\_\_\_\_\_ **Reproduction of GUE Materials.** The Dive Center shall not for any reason reproduce GUE copyrighted material, including but not limited to GUE manuals, media, examinations, medical statements or forms, or student statements or forms, whether printed or electronic, digital or analogue, without prior written consent from GUE. GUE will distribute a Marketing Package with appropriate GUE logos and related materials for Dive Center's use.

\_\_\_\_\_ **Certification.** GUE issues certification cards to its Instructors or the Dive Center as a service. It is the shared responsibility of the Dive Center and its Instructors to ensure that each person who receives GUE certification meets all criteria as established in the current published GUE General Training Standards, Policies, and Procedures document.

\_\_\_\_\_ **Control of Products and Cards.** It is the Dive Center's responsibility to enforce internal procedures that control order, receipt, and distribution of GUE products. Products are shipped from GUE HQ (or approved Distributor) to the Dive Center.

\_\_\_\_\_ **Records.** The Dive Center/Instructor(s) agree to maintain student training records (printed/signed copies of the appropriate Student Registration Forms) for a minimum of seven years or longer as regionally appropriate and shall, upon written request, provide access to such records to GUE or insurance company personnel.

\_\_\_\_\_ **Ethics.** The Dive Center shall maintain high standards in its business practices, to bring credit to itself, the diving industry, and to GUE. While business ethics as such are outside the scope of GUE's control, there are times when poor business ethics become a direct reflection on GUE. When it is determined that a situation exists such that the integrity of GUE or its certification is placed in jeopardy by the business practices of the Dive Center, that Dive Center may be reviewed and GUE status may be revoked.

\_\_\_\_\_ **Non-Discrimination.** The Dive Center understands that GUE is an inclusive organization and, as such, agrees that discriminatory behavior—including but not limited to discrimination based upon gender, race, religion, national origin, or sexual orientation—is inconsistent with GUE's vision and is thus actionable.

\_\_\_\_\_ **Compliance.** The Dive Center shall comply with all applicable federal, state, and local laws, including rules and regulations promulgated by relevant governmental agencies and authorities. The Dive Center shall endeavor to comply with diving industry best practices, so long as those practices comport with the other obligations stated herein.

\_\_\_\_\_ **Supervision of Instructors.** The Dive Center understands and agrees that it is not possible for GUE to directly monitor the instructional activities of the Instructor(s) affiliated with the Dive Center. The Dive Center understands and agrees that it is the Dive Center's responsibility to monitor and supervise all GUE Instructor(s) affiliated with the Dive Center to assure that they comply with GUE General Training Standards,

Policies, and Procedures. The Dive Center also understands that violations witnessed by the Dive Center (through its employees, directors, officers, or agents) or reported to the Dive Center (through the same) must be promptly reported to GUE Headquarters.

## **GENERAL PROVISIONS**

\_\_\_\_\_ **Competition.** The Dive Center understands that GUE may locate numerous Dive Centers in various regions to develop demand and fulfill the need for dive training in the respective regions. GUE reserves the right to locate a dive center in any geographic area, including but not limited to the geographic area of the Dive Center. Nothing in this Agreement shall be construed as a grant of exclusive territorial instruction and/or promotional rights to the Dive Center.

\_\_\_\_\_ **Legal Status of Dive Center.** This Agreement does not make the Dive Center an agent, employee, or legal representative of GUE for any purpose whatsoever. The Dive Center has no right or authority to assume or create any obligation or responsibility, expressed or implied, on behalf of or in the name of GUE, or to otherwise bind GUE in any manner. The Dive Center further understands and agrees that the Dive Center is not involved in any co-venture, joint venture, or partnership with GUE. The Dive Center is an independently owned business and the relationship between GUE and the Dive Center is that of vendor and vendee.

\_\_\_\_\_ **Modification of GUE Training.** GUE reserves the right, at any time and at its discretion, to modify or change the method and manner of instruction contained in the General Training Standards, Policies, and Procedures. It is the responsibility of the Dive Center to ensure that compliance with GUE Standards & Procedures is maintained.

\_\_\_\_\_ **Other Dive Center Status through GUE.** GUE Dive Center status and/or renewal of the Dive Center does not in any way entitle the GUE Dive Center to any other status or Dive Center ranking that GUE now offers, or may offer in the future. Changes in Dive Center status require an application process through GUE, which must be approved in writing, acceptance of which is at GUE's sole discretion.

\_\_\_\_\_ **Assignment.** The Dive Center agrees that GUE Dive Center designation is not transferable, and the Dive Center may not transfer or assign any interest in this Agreement to any other person, entity, or business location, without the prior written consent of GUE.

## **PAST, PRESENT, AND FUTURE INVESTIGATIONS**

*Dive Center Representative shall initial one of the two options immediately below:*

\_\_\_\_ The Dive Center agrees that it has not previously been, and is not currently, the subject of any investigation, action, or proceeding brought by any (a) authority of the government of any country, state, territory, or other governmental entity, or (b) scuba diving association or organization related to any matter potentially relevant to its status as a Dive Center;

**OR**

\_\_\_\_ The Dive Center has disclosed to GUE all known past and present investigations, actions, and/or proceedings brought against it by any (a) authority of the government of any country, state, territory, or other governmental entity or (b) scuba diving association or organization related to any matter potentially relevant to its status as a Dive Center.

\_\_\_\_ ***Duty to Notify.*** Should the Dive Center become the subject of any such investigation, action, or proceeding during the term of this Agreement, the Dive Center agrees to inform GUE of such immediately.

\_\_\_\_ ***Records Regarding Investigations.*** The Dive Center authorizes any other scuba diving association or organization with which it is affiliated to release to GUE any and all records and other information pertaining to any investigation, action, or proceeding involving the Dive Center. The Dive Center also authorizes GUE to release to any other scuba diving association or organization, if requested, any and all records and other information pertaining to any investigation, action or proceeding involving the Dive Center.

## **MISCELLANEOUS TERMS**

\_\_\_\_ ***Authority.*** The Diver Center Representative warrants that they have express authority—on behalf of all individuals and/or entities that own, operates, and/or control (in whole or in part) the Dive Center—to enter into this Agreement. The Dive Center Representative understands and hereby accepts all responsibility and/or liability for any outcome resulting from any lack of actual authority to bind the Dive Center to this Agreement.

\_\_\_\_ ***Instrument Constitutes Entire Agreement.*** This instrument contains the entire agreement between the parties. It cannot be modified except in writing signed by the parties. It supersedes and replaces any prior agreements between the parties.

\_\_\_\_\_ **Governing Law.** This Agreement has been executed in Alachua County, Florida, and its provisions shall be construed and enforced under Florida law. Any suit for the enforcement of this Agreement shall be instituted and maintained only in Alachua County, Florida.

\_\_\_\_\_ **Waiver of Breach.** No waiver of breach of Agreement shall constitute a waiver of any other or subsequent breach.

\_\_\_\_\_ **Attorney's Fees.** If either party files any action against the other relating to the provisions of the Agreement, or any default hereunder, then the losing party shall pay the prevailing party's court costs and reasonable attorney's fees.

\_\_\_\_\_ **Acknowledgement of Limited Rights.** The Dive Center understands this Agreement releases certain rights that the Dive Center would otherwise have. The Dive Center voluntarily enters into this Agreement. The Dive Center further stipulates that it has had ample opportunity to consider this contract and the ability to seek legal counsel if it so desires. The Dive Center is fully aware of the conditions set forth in this application and agrees completely with its content and stipulations

In acknowledgement hereof and agreement hereto:

<p><b>DIVE CENTER REPRESENTATIVE NAME:</b> _____</p> <p><b>DIVE CENTER NAME:</b> _____</p> <p><b>SIGNATURE OF DIVE CENTER REPRESENTATIVE:</b> _____</p> <p><b>DATE:</b> _____</p>
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