



LIFESAVING SOCIETY®
SOCIÉTÉ DE SAUVETAGE

The Lifeguarding Experts
Les experts en surveillance aquatique

LIFESAVING SOCIETY – MANITOBA
504 – 138 Portage Avenue East
Winnipeg MB R3C 0A1
Ph (204) 956-2124 Fax (204) 944-8546
Email: aquatics@lifesaving.mb.ca

AFFILIATE AGREEMENT

THIS AGREEMENT made the ____ day of _____ and effective the first day of January 2009.

BETWEEN:

**THE ROYAL LIFE SAVING SOCIETY CANADA,
MANITOBA BRANCH INC.,**
d/b/a the Lifesaving Society – Manitoba
(herein called the “Lifesaving Society”),

And

«AFFILIATE_FIRST_NAME» «AFFILIATE_LAST_NAME»
(herein called the “Affiliate Member(s)”)

WHEREAS, in working to meet its mission the Lifesaving Society promotes third party delivery of its programs through an “Affiliate” system;

AND WHEREAS the Lifesaving Society recognizes the Affiliate system as an important partnership between the Lifesaving Society and municipalities, recreation and aquatic organizations, schools and institutions;

AND WHEREAS the Lifesaving Society intends to ensure the long-term strength and success of the Affiliate system and of the Lifesaving Society’s programs by developing and implementing the following Affiliate Agreement (herein called “this Agreement”);

NOW THEREFORE in consideration of the premises and the mutual covenants herein set forth, the receipt and sufficiency of such consideration being hereby acknowledged, the parties agree as follows:

The Lifesaving Society will provide Affiliate Members:

- **The right to offer Lifesaving Society training programs;**
- **Interest free credit privileges**, which allow the ordering of selected Lifesaving Society materials and award processing with full payment due within thirty (30) days from invoice date. Delays in payment of more than thirty (30) days will result in suspension of interest free invoicing privileges;

- The **processing and issuing of Lifesaving Society awards** for program participants;
- **Promotional and educational literature**, including test sheets, posters, brochures, and program marketing materials. The Lifesaving Society reserves the unrestricted right to limit supplies as needed to ensure fair distribution among respective Affiliate Members;
- Ability to access **Lifesaving Society representatives for technical support** (as defined by the Lifesaving Society from time to time) throughout the year. Technical support can be used to assist instructors, lifeguards and programmers;
- Various Lifesaving Society communications including **Lifelines, mail-outs, program guide and drowning reports**, which highlight developments, technical information, resources and issues, related to lifesaving and aquatic risk management;
- **Promotion and advertising of courses and job postings** as available through the Lifesaving Society Branch;
- Ability to request videos from a **resource library** that specializes in aquatics;
- **Consulting advice** for aquatic supplies' purchases (where possible);
- **Advanced notification of new programs** being developed by the Lifesaving Society; and
- **One Affiliate Member vote** at the Annual General Meeting of the Lifesaving Society.

Affiliate Members will:

- **Abide by all program rules, restrictions, policies and guidelines** as set out in writing by the Lifesaving Society and introduced from time to time;
- Ensure all personnel providing Lifesaving Society programs using **the Affiliate Member's facilities have appropriate insurance**. The Lifesaving Society does not provide insurance of any kind whatsoever for Affiliate Members;
- **Protect the integrity of the Lifesaving Society's programs** as they are delivered at Affiliate facilities;
- Only **use Lifesaving Society certified Instructor Trainers, Instructors and Examiners** to teach and evaluate Lifesaving Society programs;
- **Be responsible for all Lifesaving Society programs and examinations** conducted in their facilities;
- Immediately **notify the Lifesaving Society in writing of any administrative and/or program challenges** identified;
- **Be familiar with all course registration and merchandise ordering procedures** outlined in the Manitoba Program Guide.
- **Follow all course registration and merchandise ordering procedures** established by the Lifesaving Society from time to time;
- **Ensure prompt payment of all Lifesaving Society invoices**. Delays in payment of more than thirty (30) days will result in suspension of interest free invoicing privileges in the manner set forth herein;

- **Positively promote the Lifesaving Society**, its mission and its programs to Affiliate customers and public; and
- **Acknowledge the Lifesaving Society's ownership over all of its programs** when promoting Society programs in program guides, brochures, flyers etc. The Lifesaving Society's name or the logo and tagline **shall be** used when promoting Lifesaving Society programs. Copies for artwork can be obtained from the Lifesaving Society free of charge upon request.

The parties' non-compliance with this Agreement may result in an overall assessment of Affiliate status. In cases where the Lifesaving Society feels that its program, representatives or integrity are at risk, it reserves the unrestricted right to remove the Affiliate Member's authority to offer Lifesaving Society programs. If an Affiliate Member feels the Lifesaving Society is not complying with the provisions of this Agreement they are to immediately contact the Lifesaving Society's Executive Director to discuss the matter.

The term of this Agreement is for the period of January 1 to December 31, annually and becomes valid immediately from the date of signing. ***(Future agreement renewals will occur upon payment in full of the duly invoiced Affiliate fee)***. Either party on fifteen (15) business day's written notice may terminate this Agreement at any time. The Lifesaving Society may immediately terminate this Agreement if the Affiliate Member fails to comply with any provision, condition or covenant hereof, provided the Lifesaving Society notifies the Affiliate Member in writing of such termination. In the event of a termination, neither party will have any further liability to the other party under this Agreement. No action, regardless of form, arising out of this Agreement may be brought by the Affiliate Member more than one (1) year after the cause of action arose.

Neither this Agreement nor any rights or obligations hereunder may be assigned by either party without the prior express written consent of the other party, which such consent shall not be unreasonably withheld or delayed. This Agreement shall ensure to the benefit of and be binding upon the parties hereto, together with their respective successors and assigns.

The failure of either party at any time to require performance by the other party of any provision, condition or covenant hereof shall in no way affect its right thereafter to enforce the provision, condition or covenant, nor shall the waiver by either party of any breach of any provision, condition or covenant hereof be taken or held binding upon that party, unless in writing, and the waiver shall not be taken or held to be a waiver of any future breach of the same provision, condition or covenant.

It is agreed that each of the provisions of this Agreement is intended to operate independently of the others. If any term or provision of this Agreement shall at any time be found to be invalid, void or unenforceable, the remaining terms and provisions shall nevertheless continue in full force and effect.

This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations, proposals, correspondence and discussions, whether written or oral, relative to the subject matter hereof. This Agreement may only be modified or amended by a subsequent document in writing that is signed by both parties to this Agreement or by the authorized representatives of each party.

This Agreement shall be construed and enforced in accordance with the laws in force in the Province of Manitoba, without regard to its conflict of laws principles.

The provisions of this Agreement which by their nature are intended to apply beyond any termination of this Agreement shall survive its termination. Time shall be of the essence of this Agreement.

All notices, demands or other communications (including notices of address changes) required or permitted to be sent hereunder shall be in writing, and sent either by personal delivery or overnight courier to the respective party's address as set forth on the signature page of this Agreement. Any notice, demand or communication delivered in person or by overnight courier shall be deemed to have been received on the day of its delivery.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written.

The Royal Life Saving Society Canada, Manitoba Branch Inc.

PER:

Carl Shier
Chief Executive Officer

Address:

504 – 138 Portage Avenue East
Winnipeg MB R3C 0A1

«AFFILIATE_FIRST_NAME» «AFFILIATE_LAST_NAME»

PER:

[Affiliate Member representative]

Address:

«Address_1»

«Address_2»

«City» «Province» «Postal_Code»

«Affiliate_Type» Affiliate Status

Affiliate Name «AFFILIATE_FIRST_NAME» «AFFILIATE_LAST_NAME»

Contact:

Contact Name «Contact»

Mailing Address «Address_1»
«Address_2»

City «City» Postal Code «Postal_Code»

Phone «Phone» Fax «Fax»

E-mail «Email» Website «Website»

Accounts Payable/Billing: Same as above

Contact Name «Billing_Contact»

Mailing Address «Billing_Address_1»
«Billing_Address_2»

City «Billing_City» Postal Code «Billing_Postal_Code»

Phone «Billing_Phone» Fax «Billing_Fax»

E-mail «Billing_Email»

Phone: 204-956-2124 Fax: 204-944-8546 Email: aquatics@lifesaving.mb.ca