



**ScubaFit™ Advantage
Licensing Program Outline**

A ScubaFit™ Licensing Agreement Must be Signed for this Program.
Contact: gretchen@scubafit.com or (760) 271-6069

ScubaFit™ Recognition: Use of logos and name in your dive center to promote classes using the ScubaFit™ FitDiver™ classroom materials. This logo use is limited to event calendars, flyers, and a link on your website. License does not include use of logo or terminology on brochures, business cards, apparel, or any items for resale, nor does this license agreement grant sublicensing or transfer of ownership in any way.

As part of this license agreement, your dive center will automatically at no additional charge get logo recognition as a FitDiver™ Merchant and the designation of a ScubaFit™ Advantage Dive Center. Divers will be able to access a list of participating merchants on the ScubaFit™ website and link directly to your website. The listing, which will also be included in FitDiver™ membership packets, will include all contact information (i.e. name, telephone, fax, location, e-mail and your logo). As a FitDiver™ Merchant, you may provide ScubaFit™ (at no charge) advertising items that will be included in the membership packets of new FitDiver™ members.

ScubaFit™ Presentation: The licensing agreement includes a Power Point presentation and handouts for classroom instruction introducing the ScubaFit™ program. The presentation lasts between 30 and 45-minutes, depending on the speaker and time allotted for question and answer. A one-hour time block is recommended. The licensing agreement includes unlimited use of these classroom materials for the term of the agreement (one-year).

FitDiver™ Membership: All speakers, instructors and attendees of the class, must become FitDiver™ members. This means that you will charge a minimum fee equal to the one-year enrollment of \$29.95. This price is exclusive to ScubaFit™ Advantage clients and their students. As of June 1st, 2009, the online FitDiver™ registration is \$49.95. This encourages divers to connect with your dive center or dive club to take advantage of this reduced membership enrollment. You can register your FitDivers™ online, or they can do it directly before or during the class. You may decide to charge an additional fee to cover the costs of copying original handouts provided by ScubaFit™, to pay your speaker, use of facility, refreshments, etc. You may have a designated staff member be your ScubaFit™ program director or contact. This person would hold a personal FitDiver™ membership.

ScubaFit™ Advantage Incentive Program: As you register FitDiver™ members you will earn a discount on your licensing fees.

Cost of ScubaFit™ Advantage - \$420.00 per year paid as follows:

One payment of \$105.00 (3-months), which is non-refundable and covers cost of set-up, i.e. digital logo, website links, and classroom materials.

Monthly payments of \$35.00 per month for nine months. Each time you register five (5) FitDiver™ members, you receive a \$5.00 discount off the monthly fee.

For example: If during the first three months, you registered 10 FitDiver™ members, your first monthly payment would be \$25.00. If during the next month you registered five (5) more FitDiver™ members, your next monthly payment would be \$20.00. If you did not register anymore FitDivers™ for the remainder of the year, your remaining monthly payment for seven

(7) months would be \$20.00. In this example, you will have paid only \$290.00 for your annual licensing instead of \$420.00.

It is important to note, that the ScubaFit™ Professional and Personal Terms of Use apply to the licensing agreement. All use of ScubaFit™ and FitDiver™ identification, materials and methods must be approved in writing by Gretchen M. Ashton, CFT, NBFEE, owner of ScubaFit™. This is accomplished by completing a ScubaFit™ Licensing Agreement, which stipulates all details and terms.

Payment Terms and Cancellation: Payment is made in advance for the first three-months and is non-refundable. Payments based on FitDiver™ registration (which must occur before the first of the next month) are made by the first of each month thereafter. If payment is not made by the 10th of the month, the licensing agreement is in jeopardy of cancellation and a notice will be sent. Cancellation of the license agreement is effective 30-days from the date of the first missed payment. If cancellation occurs, all ScubaFit™ classroom materials, logo use and references of any kind made to the program must be immediately removed from use and all places of business, website and event calendars. Reinstatement of licensing agreement is at the discretion of Gretchen M. Ashton, CFT, NBFEE, owner of ScubaFit™. FitDiver™ members may retain their membership in good standing regardless of licensing status of their dive center or dive club.