

AMERICAN SAILING ASSOCIATION AFFILIATE AGREEMENT

美国帆船协会附属协议

This Affiliate Agreement, hereinafter referred to as the “Agreement” is entered into between the American Sailing Association, hereinafter referred to as “ASA” and _____, hereinafter referred to as “Affiliate.”

此附属协议（以下简称“协议”），是美国帆船协会（以下简称“ASA”），和（以下简称“附属机构”）之间签署的。

This Agreement shall commence on _____ (the “Commencement Date”) and remain in effect until _____.

此协议将于_____生效（“生效日期”），并有效至_____。

ARTICLE I: ASA Services

第一条 ASA的服务

ASA will provide the following services in consideration for the annual affiliate dues paid by the Affiliate, provided that the Affiliate is in compliance with the obligations set forth in Article II and III below, as well as the attached exhibits

ASA将为支付年费的附属机构提供以下服务。该附属机构需要遵守以下第二条和第三条所规定的义务，以及所附的附件

- a. ASA provides the Affiliate guidelines and minimum requirements for ASA certification standards.

ASA提供附属机构指南，ASA认证标准。

- b. ASA will sell exclusive “affiliates only” materials and other licensed educational materials to the Affiliate at published wholesale prices.

ASA附属机构专享资料，及其他特许培训资料，附属机构享有批量价格折扣。

- c. ASA will refer potential sailing students and charter customers to the Affiliate.

ASA向潜在帆船学员及船艇租赁客户推荐附属机构。

- d. ASA will include Affiliate's name and contact information, such as address, telephone number and website address on marketing materials which are distributed to the public.

附属机构的联系信息，如名称、电话、地址、网址，会列在面向公众发行的ASA市场推广资料上。

- e. ASA will periodically provide resources and run promotional campaigns, to which the Affiliate will have access and the ability to participate in, subject to any appropriate geographic limitation or other qualifying factors as demanded by ASA at its sole discretion.

ASA将定期提供学习资料，举行推广活动，并邀请附属机构参加。活动是否受地域限制或其他资格限制，由ASA全权决定。

- f. ASA authorizes Affiliate to award certifications to its qualifying clients as long as all requirements for an ASA certification facility and instructors are met.

ASA授权附属机构向符合ASA培训中心要求及教练要求的学员颁发ASA认证。

- g. ASA authorizes Affiliate to include the ASA logo and name in any of its advertising and promotions; however, affiliate must adhere to the logo guidelines (attached as Exhibit I hereto and incorporated into this Agreement by this reference).

ASA授权附属机构在其市场推广资料中使用ASA的名称和徽标，但是，附属机构必须遵循徽标使用规范（附件1，是本协议的一部分）。

- h. ASA will promote its Affiliates through its website, boat shows and national magazine advertising.
ASA将通过其网站，游艇展和面向全国发行的杂志推广附属机构。

ARTICLE II: Affiliate Responsibilities

第二条 附属机构的责任

In order to establish and retain ASA affiliation, the Affiliate agrees to adhere to the following operating practices:
为了确立并保持ASA附属资格，附属机构同意遵守以下运营条约：

- a. Affiliate shall conduct its business in an ethical manner. Affiliate must not misrepresent to the public any ASA certification levels or ASA products. Affiliate may only issue ASA certification to individuals who have been properly examined by a certified ASA instructor.
附属机构应遵守职业道德规范，不得歪曲ASA认证及ASA产品。附属机构只能向由ASA持证教练考核通过的个人颁发ASA认证。
- b. Affiliate shall be solely responsible for submitting certification requests to ASA within 30 days of student's successful completion of all course requirements.
学员达到课程标准后，附属机构自行负责30天内向ASA提交认证申请。
- c. Affiliate shall stay informed and remain in compliance with all federal, state and local laws and regulations. Affiliate shall ensure that all instructors hold a U.S. Coast Guard captain's license when the nature of their instruction requires them to be licensed.
附属机构应随时了解并遵守国家、省市及当地法律法规。附属机构必须确保所有的教练都取得当地法律法规要求的所有证照。
- d. ASA only provides guidelines for certification standards and provides support materials. ASA bears no responsibility for business conducted between Affiliate and its clients. Therefore, at no time will Affiliate attempt or purport to enter into any agreement, legally binding or otherwise, on behalf of the ASA.
ASA仅提供认证标准指引及提供认证相关材料。附属机构与其客户之间的任何业务往来，ASA概不负责。因此，附属机构不得在任何时候以任何方式试图或意图代表ASA签署任何协议，或进行有法律效力的任何活动。
- e. ASA Affiliates are prohibited from "signing off" or submitting certification requests to ASA presented to them by an ASA instructor that is not acting as an agent of the ASA Affiliate.
由不在ASA附属机构任职的ASA教练提交的学员认证申请，ASA附属机构不得受理或向ASA提交。
- f. Affiliate agrees that ASA certification must be included, and not an option, in all sailing classes as defined in the Log book. While some students may not pass the written or practical examinations, all students shall be tested and evaluated. All qualified students shall be awarded certification.
附属机构同意：ASA认证必须是所有的帆船培训课程的一部分，具体要求参照航海日志中的规定。所有学员必须参加笔试和水上测试，并接受ASA持证教练的考核。培训机构必须向所有合格的学员颁发ASA认证。
- g. Affiliate agrees to meet or exceed the ASA educational standards when teaching and examining students for ASA certification. Affiliate agrees to recognize ASA certifications from other ASA schools respecting local and regional sailing conditions.
附属机构同意：教学和考核学员时，必须达到或超过ASA教育标准，才能颁发ASA认证。附属机构承认其他ASA学校按照当地的航海条件颁发的认证。

h. As per the ASA Policy on Offering Non-ASA Certification (attached as Exhibit II hereto and incorporated into this agreement by this reference). Affiliate shall not be allowed to advertise, promote or offer American Sailing Association certification when it also advertises, promotes or offers a non-ASA certification system. 按照ASA关于提供非ASA认证的规定（附件2）的规定，附属机构如果推广或提供其他认证体系，则不得推广和提供美国帆船协会的认证体系。

i. If Affiliate ceases to offer ASA certifications, Affiliate maintains sole responsibility for any agreements made with its clients. Any unprocessed certifications are the sole responsibility of the Affiliate. Affiliate will immediately remove all references to affiliation with the American Sailing Association, (including the ASA name, logo, etc.), in any and all advertising, displays, and other promotional items upon termination of this agreement.

如果附属机构终止协议，附属机构与其客户签署的任何协议由附属机构全权负责。任何未处理的认证由附属机构全权负责。本协议终止时，附属机构应从其所有的广告、展示品和其他推广资料中删除所有的与美国帆船协会相关的标识（包括ASA名称，徽标等）。

ARTICLE III Affiliate Facility Requirements

第三条 附属机构场地要求

In order to retain ASA affiliation, the Affiliate agrees to the following:

为取得 ASA 附属资格，附属机构同意以下条款：

a. The Affiliate shall maintain a professional image and provide high quality instruction and equipment for its clients. Each school with an approved course must have a well maintained facility that accommodates the students in a safe and comfortable environment conducive to learning. Affiliate agrees to conduct courses exclusively at the location approved in the Affiliate Application but may occasionally offer destination courses to its existing or former students at an alternate location not to exceed two occasions in a calendar year.

附属机构应该保持专业的形象，为客户提供高质量的培训和硬件设备。向客户提供良好的设施，使学员在安全、舒适的环境下学习。附属机构同意仅在附属机构申请中获批的地点开展课程，但可偶尔在其他地点为其在读或往届学员提供非常规教学地点课程，每日历年不超过两次。

b. Sailing instruction and related marine businesses (such as charter, boat dealership, sailing club, etc.) are to be the principle business activities of the Affiliate.

帆船培训和相关水上业务（如船艇租赁、销售，俱乐部等）是附属机构的主要业务活动。

c. The Affiliate's facilities shall be easily accessible by the general public with adequate disclosure regarding the location and nature of the facility. This includes, but is not limited to:

附属机构的场地设施应该向公众开放。包括但不限于：

1. Affiliate staff shall be readily accessible by telephone.

可以电话联系到附属机构工作人员。

2. Affiliate shall maintain an Internet Website that shall include:

附属机构应有网站，网站内容含：

i) Contact information including owner/manager's name and the address and telephone number of the training location.

联系信息，包括所有人/负责人的姓名，培训地址和电话。

ii) Photos of the training location.

培训场地的照片。

iii) A link to Google Earth showing the school's location by satellite image.(Indicates proximity of

facility to the water.)

通过链接谷歌地图，显示学校地址，标明教学地址与水上教学地址的距离。

3. Affiliate shall maintain an office/classroom as detailed in the Facility Requirement for Commercial Sailing Schools (attached as Exhibit III hereto and incorporated into this Agreement by this reference). 附属机构应该有办公室/教室，并按照“商业性帆船培训中心场地要求”（Facility Requirement for Commercial Sailing Schools）设置（附件3）。

- d. Affiliate shall employ at least one ASA certified instructor and all instructors teaching ASA courses must be ASA certified to the level they are teaching and maintain an active current Instructor Membership while instructing.

附属机构应该至少有一名在职ASA持证教练，教练必须持有所教授课程级别的ASA教练认证，并且教练授课期间需保持有效的教练会籍。

- e. Affiliate shall have clean, well-maintained vessels readily available for instructional purposes. All vessels shall be annually safety checked by the US Coast Guard Auxiliary, the United States Power Squadrons or similarly recognized entity.

附属机构应该有整洁、维护良好的船只，供教学使用。每年所有的船只必须经当地相关部门检验。

- f. Affiliate shall carry adequate insurance as outlined below:

附属机构应按以下规定购买适当的保险：

- a. Affiliate shall carry Commercial Liability/Premises Liability coverage with a minimum of \$1,000,000 each Occurrence but we recommend \$2,000,000 each Occurrence. This provides liability coverage on your school location and office. A Certificate of Insurance naming ASA as an additional insured is required. ASA Affiliate Name should be added as a DBA if different than insured name.

附属机构应投保商业责任险/场所责任险，每次事故至少1,000,000美金，但我们建议每次事故2,000,000万美金。这将为您的学校地点和办公室提供责任保险。需要有一份将ASA列为额外被保险人的保险证书。若ASA附属机构名称与被保险人名称不同，则应将ASA附属机构名称添加为商号（DBA, doing business as）。

- b. Affiliate shall carry Vessels Liability with a minimum coverage of \$1,000,000 each Occurrence of Protection & Indemnity Insurance aka P & I coverage with a certificate of insurance and additional insured endorsement naming ASA.

附属机构应投保船舶责任险，每次事故的最低保额为1,000,000美金的保护和赔偿保险（又称P&I保险），并有保险证书和附加被保险人背书，指定为ASA。

- c. ASA recommends that all affiliates carry Worker's Compensation if they have employees.

ASA建议所有有雇员的附属机构购买工伤保险。

- d. ASA also recommends that all affiliates carry Medical Payment on their premises liability coverage and on your Vessel policy along with Uninsured Boater coverage.

ASA也建议所有分支机构在他们的场所责任保险和船舶保险中投保医疗费，以及未投保船主保险。

Affiliate is responsible to provide current certificate of Commercial Liability Insurance when renewing their insurance.

续保时，附属机构有责任向ASA提供最新的商业责任保险证书。

- g. Affiliate shall have all applicable business licenses required in its jurisdiction. Affiliate shall submit a copy of its business license(s) to the ASA upon application.

附属机构应有相关证照。申请通过后，请提交一份营业执照给ASA。

h. Affiliate shall have a link to the ASA website.

附属机构网址上应有ASA链接。

i. Affiliate is responsible for entering the current contact information, including email address and physical address, for every student submitted to ASA for certification. This is critical so that all students receive their certification documents in a timely manner.

附属机构负责输入每一个提交给ASA认证的学生的最新联系信息，包括电子邮件地址和实际地址。这对于所有学生及时收到他们的认证文件非常重要。

ARTICLE IV Intellectual Property

第四条 知识产权

Affiliate acknowledges and agrees that the name “American Sailing Association” and its abbreviation “ASA”, its logo (trademark) and trade dress are the intellectual property of ASA solely, and that Affiliate has no right or entitlement to utilize such intellectual property except in strict accordance with this Agreement. Although Affiliate may use ASA’s name and logo (trademark) during the terms of their Agreement, provided that Affiliate is in good standing, Affiliate acknowledges and agrees that by such permissive use, Affiliate does not acquire any ownership in or to any of ASA’s intellectual property. ASA retains the sole and exclusive right to protect its intellectual property from any infringement, but does not obligate itself to Affiliate to do so. Affiliate shall promptly report any apparent infringement of ASA’s intellectual property to ASA, and shall fully cooperate with ASA’s efforts to protect its intellectual property, whether by seeking injunctive relief and/or the recovery of monetary damages caused by such infringement. However, Affiliate shall not bear any responsibility for the costs of any such legal proceedings instituted by ASA against any infringing party.

附属机构承认，美国帆船协会“American Sailing Association”，及其缩写“ASA”，徽标（商标）和商业外观是ASA所有的知识产权，附属机构必须严格按照本协议的规定使用。协议期间，附属机构必须保持良好信誉才能使用ASA名称及徽标（商标）。附属机构可以使用，但不得宣称拥有相关知识产权。对任何侵犯ASA知识产权的行为，ASA将全力保护其知识产权。附属机构应及时报告ASA任何侵犯知识产权行为，并全力配合ASA保护知识产权的行为。但是，附属机构不承担有关维权行为产生的任何费用及责任。

ARTICLE V Indemnification

第五条 补偿

Each party (the “Indemnifying Party”) will, at its sole expense, defend, indemnify, and hold the other party, and each of their respective proprietors, shareholders, members, partners, officers, directors, agents, employees, and assigns (collective the “The Indemnified Parties”) free and harmless from and against any and all claims, demands, suits, judgments, losses or expenses of any type or nature whatsoever (including reasonable attorney’s fees and costs) with respect to any action or claim arising under this Agreement or in pursuing any rights granted under this Agreement against the Indemnifying Party, arising directly or indirectly from: (a) any act, error or omission of the Indemnifying Party, its subcontractors, or their respective officers, directors, agents, invitees or employees; (b) any occupational injury or illness sustained by an employee or agent of the Indemnifying Party in the course of performance of its obligations under this Agreement; (c) any failure of the Indemnifying Party to perform any of its obligations under this Agreement in accordance with the highest, generally accepted professional standards; (d) any other material breach of the Indemnifying Party’s obligations under this Agreement.

补偿方应维护、补偿并免除受补偿方（另一方及其分包商，股东，会员，合作伙伴、管理人员、董事、代理人、雇员和受让人（统称“受补偿方”））直接或间接在以下情况下发生的，(a) 任何行为、错误，和补偿方、其分包商、管理人员、董事、代理人、被邀请人或雇员的疏忽；(b) 补偿方的雇员或代理人在履行本协议过程中受到的任何职业损伤或疾病；(c) 补偿方在履行本协议的过程中无法达到行业标准；(d) 补偿方对本协议的任何违反行为，因本协议产生的或为维护本协议授予权利而采取的一切行为，不应使受补偿方承担赔偿责任、要求、诉讼、判决、

和任何形式的损失或费用，免除被补偿方（包括任何与被补偿方有关的团体和个人）的所有责任。

ARTICLE VI Resolution of Disputes

第六条 争议解决

- a. Should any dispute arise between the parties to this Agreement with regard to the interpretation or enforcement of any of the provisions herein, the parties hereby agree to submit such dispute to binding arbitration, costs of which shall be split equally between the parties, which dispute shall take place before a single arbitrator, mutually selected from the Commercial Panel of ADR Services, Inc., located at 1900 Avenue of the Stars, Suite 250, Los Angeles, California 90067. The parties further agree and hereby submit themselves to the jurisdiction of the Los Angeles Superior Court and/or any other court of competent jurisdiction with regard to the enforcement of any arbitration award.

如果本协议双方对协议的理解或实施有任何分歧或争议，双方同意向相关仲裁机构申请仲裁。相关费用由双方共同承担，仲裁由双方共同从Commercial Panel of ADR Services, Inc.（地址：1900 Avenue of the Stars, Suite 250, Los Angeles, California 90067）选择的仲裁员处理。双方同意将仲裁结果提交洛杉矶高级法院或其他有相同职能的政府机构，以协助执行仲裁判决。

- b. The prevailing party in any such arbitration shall be entitled to recover, in addition to all other sums ordered by the arbitrator, their reasonable attorney's fees and costs of arbitration incurred therein.

胜诉方有权收回其合理的律师费及仲裁费，和仲裁员裁定的其他费用。

ARTICLE VII Affiliate Not an Agent

第七条 附属机构不是代理机构

Affiliate is not an agent, employee, owner, shareholder, franchisee or any form of legal representative of ASA. Although the ASA's name and trademark may be used during the term as an ASA Affiliate in good standing, ASA does not transfer any ownership of any ASA intellectual property.

附属机构不是ASA的代理机构，雇员，所有人，股东，加盟商或其他任何形式的法定代表人。虽然附属机构可以在协议期内使用ASA的名称和徽标，但不拥有任何ASA的知识产权。

ARTICLE VIII Default

第八条 默认条款

- a. This agreement will terminate immediately in the event that the Affiliate has conducted business in a deceptive or unethical manner or violated any of the provisions above.

如果附属机构以欺骗性或不道德的方式进行商业活动，则本协议立即终止。

- b. Failure to honor this Agreement will be grounds for immediate termination of affiliation by ASA. This agreement may be terminated by either party for reasonable cause with thirty (30) days written notice, or immediately upon non-payment of annual dues. No portion of affiliation fees or any other fee is refundable if the Affiliate is terminated.

未能履行本协议的行为会导致ASA终止附属机构的附属关系。双方如果有正当理由，可以提前30天书面通知另一方终止本协议，如果附属费用未支付，则协议自动终止。如果协议终止，附属费或其他相关费用不退还。

ARTICLE IX Complete Agreement; Modification

第九条 协议完整和修改

This Agreement constitutes the sole and complete agreement between ASA and Affiliate, and supersedes any and all prior agreements, promises, and/or representations, whether oral or written. This Agreement must be modified solely in writing, signed by the authorized representatives of the parties.

本协议是ASA与附属机构之间的唯一完整协议，法律效力高于之前的任何协议，承诺和/或陈述（口头和书面）。本协议修改必须以书面形式，双方授权代表共同签署后才生效。

Representing ASA

ASA 代表

Affiliate Legal Owner:

附属机构法定所有人

Cynthia Shabes
President

Signature 签字

Date

(Print Name) 名字正楷书写

Title 职位 _____

ASA Affiliate Name _____
ASA附属机构名称

AMERICAN SAILING ASSOCIATION (ASA) LOGO GUIDELINES

美国帆船协会（ASA）徽标使用指南

You must enter into the American Sailing Association Affiliation Agreement before using any ASA Logo. If you do not maintain your affiliation or your ASA Agreement has expired or is terminated, you must immediately discontinue use of the Logo.

使用任何美国帆船协会的徽标之前，必须签署ASA附属协议。如果不保持附属关系或ASA附属协议到期或终止，必须立即停止使用ASA徽标。

The following guidelines explain how the Logos for the ASA Affiliates are to be used.

以下指南说明了ASA附属机构应怎样使用ASA徽标。

You may use the Logo solely on your business cards, letterhead stationery, Web site, and marketing materials for individual service, to indicate that you are an official ASA affiliate. You may **not** use the Logo on any product, book, or other materials unless they are provided by ASA.

个人用途的名片，信纸，网站和推广材料上可以印制ASA徽标，以表明你是一个正式的ASA附属机构。不得在任何其他非ASA提供的产品、书籍及资料上印制ASA徽标。

You may not display the Logo in any manner that suggests you are an employee of ASA or in a manner that suggests that “ASA” is a part of your company name. Your use of the Logo must clearly indicate that you are an independent affiliate of ASA.

不得以暗示你是ASA的雇员或“ASA”是你公司名称的一部分的形式使用ASA徽标。使用ASA徽标的方式必须清晰的表明你是ASA附属机构。

Your name, trade name, or company name must appear on any materials where the logo is used.

附属机构人员名字、商标名称或公司名称必须显示在ASA徽标旁边。

The Logo or ASA name may not be included in your trade or business name, domain name, product or service name, logo, trade dress, design, slogan, or other trademarks.

附属机构不得在其公司名称、网址、商品或服务名称、徽标、商业外观、设计、口号和其他商标上使用ASA的名称和徽标。

The ASA Logo may not be used in conjunction with the logo or name of any other U.S. based company, organization or non-governmental entity offering sailboat certification.

ASA徽标不得与其他提供帆船认证的美国公司、组织或民间团体的徽标或名称共同使用。

You may not combine the Logo with any other object, including, but not limited to, other logos, icons, words, objects, photos, slogans, numbers, design features, symbols, or Web site audio files.

不得把ASA徽标融合到任何其他标识，包括但不限于其他徽标，图标，文字，标志，照片，标语，数字，设计图片，符号，网站音频文件等。

You may use the Logo only as provided by ASA. Except for size, which is subject to the restrictions in these guidelines, the Logo may not be altered in any manner, including proportions, colors, elements, etc., or animated, morphed, or otherwise distorted in perspective or dimensional appearance.

不得以任何形式更改ASA徽标，包括比例、颜色、徽标设计元素等，或以动画、演变、及任何其他视觉或三维外

观等形式改变加以。尺寸除外。

The Logo shall include the registered trademark symbol (™) as shown in these guidelines.

ASA徽标应含注册商标符号(™)。

Affiliate may not use the Logo in any way other than as specified in these guidelines.

附属机构不得以未包含在本指南以外的其他任何形式使用ASA徽标。

ASA developed these rules and guidelines in order to protect the integrity of your affiliation and to ensure that affiliation is not misrepresented.

ASA制定这些规则和指南，旨在确保附属机构的权利。

I have read the above and agree to adhere to the ASA logo guidelines.

我已阅读以上细则，并同意严格遵守ASA徽标使用指南。

Affiliate Legal Owner 附属机构法定所有人：

Signature 签名

Date 日期

Print Name 名字正楷书写

Title 职位

ASA POLICY ON OFFERING NON-ASA CERTIFICATIONS

ASA关于提供非ASA认证的规定

- 1) An ASA Affiliated school will not be allowed to advertise, promote or offer American Sailing Association certification when it also advertises, promotes or offers a non-ASA certification system (e.g. Nauticed.org, US Sailing).

ASA附属机构在宣传、推广或提供ASA认证的同时，不得宣传、推广或提供其他非ASA认证（如：Nauticed.org，US Sailing的认证）。

Exceptions. This policy applies to all ASA Affiliated schools unless the non-ASA certification system being offered is:

例外情况： 本规定适用于所有ASA附属机构，但以下情况提供的非ASA认证除外：

- a) to certify competency in small boat / dinghy sailing, or
小帆船认证
- b) a non-US based certification system (e.g., RYA) offered by an ASA sailing school based outside the United States

不在美国境内的ASA培训中心提供其他非美国认证（如：RYA认证）。

The above-listed exceptions do not apply to internet-based sailing education and/or certification systems.

以上例外情况不适用于互联网帆船培训和认证。

- 2) As stated in ASA's Logo Guidelines,

"The ASA Logo may not be used in conjunction with the logo or name of any other U.S. based company, organization or non-governmental entity offering sailboat certification."

ASA徽标使用指南规定：

"ASA徽标不得与其他提供帆船认证的美国公司、组织或民间团体的徽标或名称共同使用。"

While Affiliates offering non-ASA small boat certifications may promote and offer such certifications as indicated herein above, they are not allowed to display the ASA logo in conjunction with the non-ASA logo in any advertising or promotional materials.

提供非ASA的小帆船认证的附属机构，不得在其广告宣传资料中同时使用ASA徽标和非ASA徽标。

- 3) Newly admitted ASA Affiliates who offered a non-ASA certification system prior to their ASA Affiliation will be allowed a probation period of twelve months from the date their ASA Affiliate Application is approved. During the twelve month probation period, the Affiliate may offer ASA certification system classes in conjunction with their (existing) non-ASA certification system, but the Affiliate will not be allowed to display the ASA logo on its website or on any new promotion and advertising materials while continuing to display the logo of the non-ASA certification system. At the end of the twelve-month probation period, the Affiliate may no longer offer, promote or advertise ASA certification unless it ceases to use any existing promotional and advertising materials for non-ASA certification classes as specified herein above.

新的ASA附属机构如果在ASA附属申请通过前就已经提供非ASA认证的，则从申请通过之日起的12个月为试用期。试用期内新的ASA附属机构可以同时提供ASA认证体系和其现有的非ASA认证体系，但不得在其网站或新的宣传推广材料上同时使用ASA徽标和现有非ASA认证体系的徽标。试用期将要结束时，附属机构如果还继续使用和推广非ASA认证体系，则必须停止提供、推广或宣传ASA认证。

- 4) ASA Affiliates who have received notice from ASA regarding non-compliance with this policy will have thirty days from the date of the notice to comply with this Policy as described herein above. If the ASA Affiliate has not come into compliance with this Policy after thirty days, the school will no longer be recognized as an ASA Affiliate. The school must immediately cease and desist by removing all references to ASA certification from its promotional and advertising materials and cease to offer ASA certification classes. Schools that are not in compliance with this Policy and continue to represent themselves falsely as ASA Affiliates or as offering ASA classes or certifications after the thirty-day notice period will be subject to possible legal proceedings.

未履行此规定义务的ASA附属机构，如果收到ASA的通知，请于通知日起30天内改正。30天后如果并未改正，培训中心将失去ASA附属资格。培训中心必须立即停止使用与ASA相关的任何资料，并停止教授ASA课程。否则，ASA将诉诸法律。

I have read the above and agree to adhere to the ASA policy on offering non-ASA certifications.

我已经阅读以上条款，并同意将严格遵守ASA关于提供非ASA认证的规定。

Affiliate Legal Owner 附属机构法定所有人:

Signature 签名

Date 日期

Print Name 名字正楷书写

Title 职位

FACILITY REQUIREMENT FOR COMMERCIAL SAILING SCHOOLS

商业性帆船培训中心场地要求

Each school with an approved course must have a well maintained facility that accommodates the students in a safe and comfortable environment conducive to learning.

每所学校，有经批准的课程级别，必须有良好的场地设施，使学员在一个安全舒适的环境里学习。

FACILITY LOCATION 培训中心地址

1. **Proximity to water.** Where possible, a facility is to be located on or near the water as close as practical to the School's training boats.

与水距离：培训中心地址最好在水上或近水，与培训中心的培训用船越近越好。

2. **Commercial location.** The facility is to be located in an area designated or zoned for commercial/business activity. (As opposed to a residential one, such as a private home, apartment or condominium.)

培训中心应位于商业区。（相对于住宅区而言）

3. **Approved location:** All courses must be conducted exclusively at the location approved in the Affiliate Application. ASA grants an occasional exception for destination courses not to exceed twice per calendar year which are organized for the school's existing students.

批准地点：所有课程必须只在附属机构申请中获批的地点进行。对于为在读学生组织的非常规教学地点课程，ASA允许偶尔例外：每日历年不超过两次。

SIGNAGE 标牌

Facility is to display permanent signage on the exterior of the building in which the facility is located, unless specifically prohibited by the building's written restrictions and/or local ordinances. (Allows military base locations, for example). Where Affiliate is not the building's sole tenant, Affiliate's facility will display signage consistent with the size and material of other building tenants. (No ad hoc signs).

培训中心应在其地址的建筑物外墙上悬挂永久性标牌，除非当地法令和/或建筑物有书面禁止除外（如建筑物有军事用途）。如果培训中心不是楼内唯一的租户，则应与其他租户保持一致。（不允许使用临时标牌）

LOCATIONS SHARED WITH OTHER BUSINESSES 培训中心和其他企业共用地址

In instances where a facility is to share a building or office space with a third party or unrelated business, if the training center shares a building or office space with a third party or unrelated business,

Affiliate must do so in a professional manner:

培训中心必须以专业态度对待：

1. **Written agreement.** Affiliate should have a written, signed lease agreement with his/her co-tenants.

书面协议：培训中心应与合租方签署书面租赁协议。

2. **Proper signage within shared premises.** The main door or reception area of the shared space must include permanent, professionally produced signage for the Affiliate (prospective customer should not have to ask an unrelated business where to find the sailing school.)

合适的标牌和共用空间：附属机构在共用地址的入口和接待区必须有永久性的专业制作的标牌。（不能让潜在客户向其他行业的公司询问培训机构地址。）

3. **Appropriate Co-Tenant(s).** Ideally, the Affiliate will share a location with another marine-related business(es). Regardless, Affiliate is not to share a facility with a business that is morally inappropriate or one

whose nature materially detracts from the Affiliate's credibility to provide quality sailing instruction. (For example, no school should be located in the back room of a bar, or in a noisy office within a manufacturing plant.)

合适的合租企业：理想情况下，附属机构应与其他与航海有关的企业共用地址。培训中心不应与不遵守商业道德的企业共用地址，或与其他影响培训中心公信力的企业共用地址。（如，培训中心不能设在酒吧里，或嘈杂的工厂里。）

HOURS 工作时间

Given differences in the length of sailing seasons (Anchorage school open six weeks/year versus California schools open year-round) and school size (owner as sole proprietor versus facilities with several full time staff), schools are not required to maintain a specific schedule of office hours. However, they are to:

鉴于不同地区的航海季节不同，各个培训中心的规模不同，培训中心可以按照其实际情况制定办公时间。但是，培训中心必须：

1. **Publicize and maintain hours.** Make public their office hours through all appropriate means, such as by posting on their website and, as allowed, on the exterior of their facility, and regularly maintain these posted hours.

公开并保持办公时间：以适当的方式公开自己的办公时间段（如，在网站上说明，在办公地址的外墙贴出），并维持办公时间。

2. **Be readily available during posted business hours.** If the size of the Affiliate's business prohibits the use of a dedicated receptionist/office manager, Affiliate will make available to the public his/her cell telephone or other means by which the public can readily contact him, for example, the office is closed while the sole instructor is teaching a class on the water.

办公时间内有员工接待：如果培训中心的规模不允许设置专职前台/办公室经理，培训中心主要负责人应该公布其手机号码或其他联系方式，以方便客户随时可以联系到他。例如，如果唯一的教练在水上授课，则办公室应设在水上授课地点的附近。