



International Training 2022 Facility Renewal

Directions: Use this application to renew or upgrade your International Training facility.

Supply all the information requested below.

Facility Name/Contact Information (Please print clearly.)

Facility Name: _____ Facility Number: _____

Owners/Administrator: _____

Primary Contact: _____

Please update your facility information below if changes have been made in the last year.

Phone: _____ E-Mail: _____

Website: _____

Physical Address: _____

City: _____ State/Province: _____

Zip/Postal Code: _____ Country: _____

Shipping Address if different from physical: _____

City: _____ State/Province: _____

Zip/Postal Code: _____ Country: _____

Facility Designation

Current Facility Designation: _____

Applying For:

☐ SDI

- ☐ Charter Boat
- ☐ Training Facility
- ☐ Resort Dive Center
- ☐ Dive Center
- ☐ 5 Star Dive Center
- ☐ Instructor Training Facility
- ☐ Professional Development Center

☐ TDI

- ☐ Charter Boat
- ☐ Training Facility
- ☐ Resort Dive Center
- ☐ Dive Center
- ☐ 5 Star Dive Center
- ☐ Instructor Training Facility
- ☐ Professional Development Center

☐ ERDI

- ☐ Training Facility
- ☐ Dive Center
- ☐ 5 Star Dive Center
- ☐ Instructor Training Facility
- ☐ Professional Development Center

☐ PFI

- ☐ Freediving Charter Boat
- ☐ Training Facility
- ☐ Freedive Center
- ☐ 5 Star Freedive Center
- ☐ Professional Development Center

SDI/TDI/ERDI/PFI Facility Agreement

IN CONSIDERATION of joint promises contained in the Agreement, International Training, DBA, Scuba Diving International (SDI), Technical Diving International (TDI), Emergency Response Diving International (ERDI), Performance Freediving International (PFI), and First Response Training International (hereinafter referred to as *International Training*) and the listed charter boat, training facility or facility (hereinafter referred to as *Facility*) agree as follows:

Term

This Agreement will be in force as soon as International Training accepts it and will continue until December 31 of the calendar year unless the agreeing parties terminate it sooner as provided below. Either party may terminate this Agreement before the end of its term by giving 30 days written notice of termination to the other party. In addition, International Training may unilaterally terminate this Agreement in the event that:

1. The Facility defaults in any payment due to International Training for products or services purchased and such default is not remedied within 10 days after written notice to the Facility by International Training.
2. The Facility fails to perform any other obligation, duty or responsibility or is in default with respect to any term or condition undertaken by the Facility under this Agreement and such failure or default is not remedied within ten (10) days after written notice thereof to the Facility by International Training.

On termination, the Facility shall cease all International Training -related training, shall discontinue any representation that it is affiliated directly or indirectly with International Training, and shall not advertise or make any claim that it offers or provides International Training courses.

Facility Obligations

1. **Compliance with International Training Standards:** The Facility agrees to conduct International Training courses in strict accordance with all International Training Standards and Procedures as may now exist or hereafter be established by International Training, and in all other respects shall abide by such rules, regulations, and other requirements as may now exist or hereafter be established by International Training.
2. **Instructor Trainers, Course Directors, Instructors, Assistant Instructors and Divemasters:** The Facility shall require all International Training Instructor Trainers, Course Directors, Instructors, Assistant Instructors and Divemasters who are teaching to be active status and in good standing with International Training. At least 50 percent of the instructors teaching through the Facility are to be in active or sustaining status with International Training.
3. **Teaching Materials:** When such materials are available in the language in which the course is being taught, the Facility shall, when conducting any International Training course, use the available International Training materials (the Facility may, however, supplement these with materials from other sources).
4. **Control of Products and Cards:** The Facility shall purchase all International Training materials and certification cards directly from International Training. Only personnel authorized by the Facility can order products and cards. It is the Facility's responsibility to enforce internal procedures that control order, receipt and distribution of International Training products and cards.
5. **Reproduction of International Training Materials:** The Facility shall not reproduce for any reason copyrighted material including but not limited to International Training manuals, videos, DVDs, CD-ROMs, digital resources, computer programs, record keeping system, instruction manuals, audio-visuals, study guides, log books, exams, medical statements, and student statements of understanding, without prior written consent from International Training.
6. **Certification:** International Training issues certification cards to its Facilities as a service. It is the sole responsibility of the Facility and its Instructors and Assistant Instructors to ensure that every person who receives International Training certification meets all criteria as established in the published International Training Training Standards.
7. **Records:** The Facility agrees to maintain all student-training records for a minimum of seven (7) years and shall, upon written request, provide access to such records to International Training or insurance company personnel. Should the Facility close their business location, the student records will either be transferred to another International Training Facility in their immediate trade area or returned to International Training. The Facility is to contact International Training for final disposition of the records.
8. **Ethics:** The Facility shall engage in business practices that bring credit to itself, its business, and to International Training. While business ethics are outside the scope of International Training's control, there are times when questionable business ethics reflect directly on International Training. When it is determined that a situation exists where the integrity of International Training or its certifications is placed in jeopardy by the business practices of a Facility, that its Facility designation may be reviewed and may be revoked.
9. **Global Referrals:** The Facility agrees to conduct SDI Global Referrals when presented, regardless of facility level or primary agency. Failure to do so may result in a review of the Facility's status.
10. The Facility agrees to provide a reciprocal link to tdisdi.com on its own website. International Training can provide low resolution web logos for International Training to the Facility upon request.

Initial Here: _____

General Provisions

1. **No Exclusivity:** The Facility understands that International Training does not require exclusivity. The Facility may offer products and programs from other vendors in addition to International Training. Certain Facility designations, however, may require that the Facility promote International Training over all other recreational certifications, or conduct only International Training instructor and leadership-level training.
2. **Competition:** The Facility understands that International Training may locate numerous International Training Facilities in various regions to develop demand and fulfill the need for recreational dive training in the respective regions. International Training reserves the right to locate additional Facilities in all geographic areas. Nothing in this Agreement shall be construed to grant the Facility an exclusive territorial instruction and promotion right.
3. **Legal Status of Facility:** This Agreement does not make the Facility an agent, employee or legal representative of International Training for any purpose whatsoever. The Facility has no right or authority to assume or create any obligation or responsibility, expressed or implied, on behalf of or in the name of International Training, or to otherwise bind International Training in any manner. The Facility further understands and agrees that the Facility is not involved in any co-venture, joint venture or partnership with International Training. The Facility is an independently owned or chartered business or organization, and the relationship between International Training and the Facility is that of vendor and vendee.
4. **Modification of Education System:** International Training reserves the right at any time at its discretion to modify or change the method and manner of instruction under International Training.
5. **Retail Prices:** Resale prices of International Training products and programs are established by the Facility and not by International Training. If requested, International Training may provide a guideline for resale prices.
6. **Other Facilities:** Through International Training: Granting of an International Training Facility designation and/or renewal of a Facility designation does not in any way entitle the Facility to other International Training facility designations that International Training now offers, or may in the future offer. Changes in Facility status require an application process through International Training. All changes in Facility status must be approved in writing. Such approval shall be at International Training's sole discretion.
7. **Assignment:** The Facility agrees that its International Training Facility designation is not transferable, and the Facility may not transfer or assign any interest in this Agreement to any other person, entity, or business location, without the prior written consent of International Training.
8. **Past, Present, or Future Investigations:** The Facility agrees that it has not previously been, or is not currently the subject of, any investigation, action or proceeding brought by any diver training association or organization. Should the Facility become the subject of any such investigation, action or proceeding during the term of this Agreement, International Training may, at its sole discretion, review its Facility status and terminate its Facility designation. The Facility is required to report to International Training any past, present or future investigations.
9. **Records Regarding Investigations:** The Facility authorizes any other diver training association or organization with which it is affiliated to release to International Training any and all records and other information pertaining to any investigation, action or proceeding involving the Facility and/or its employees. The Facility also authorizes International Training 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 Facility and/or its employees.
10. **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.
11. **Governing Law:** This Agreement has been executed in Martin 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 Martin County, Florida.
12. **Waiver of Breach:** No waiver or breach of Agreement shall constitute a waiver of any other or subsequent breach.
13. **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.
14. **Hold Harmless:** The Facility agrees to indemnify and to save, and hold International Training, its officers and directors, and assigns harmless from any liability, loss, claim, damage, cost and expense (including attorney's fees) which in any way arises out of any act or omission of the Facility, its agents, employees, Instructors, Assistant Instructors, Divemasters or assigns.

Initial Here: _____

Facility Agreement

Special Provisions for Training Facilities and Charter Boat Facilities

1. The Facility agrees that it will not sell or repair scuba equipment for the general public.
2. The Facility agrees to carry, at its own cost, liability insurance and agrees to provide International Training on an annual basis with proof of this liability insurance.

Special Provisions for Instructor Training Centers, Professional Development Centers

1. General Liability Insurance covering products and completed operations shall be carried at the Facility's own cost, and proof of such shall be provided.
2. The Facility agrees to offer the SDI Divemaster course exclusively for entry-level leadership training.
3. The Facility agrees to offer the SDI Open Water Instructor course exclusively for instructor training.
4. The Facility agrees to restrict its instructional activities to its immediate trade area, and further agrees not to engage in these activities in other regions in competition with other dive facilities or with International Training.
5. The Facility cannot advertise or solicit to the general public for instructor training unless the Facility complies with all state licensing laws and requirements.
6. Leader training records are the property of International Training.
7. Instructor Training Centers and Professional Development Centers agree to affiliate with an active SDI Instructor Trainer.

Special Provisions for In-Store Card Printing

1. The Facility may be authorized by International Training to print cards in-store.
2. The Facility agrees to adhere to strict quality standards to retain this privilege as the certification cards are a direct reflection on the quality of the International Training brand.
3. The Facility agrees that cards printed in-store and provided to the diver shall be free of flaws. Any flawed cards shall be destroyed and not issued to the diver.
4. The Facility agrees to maintain and clean the card printer to ensure optimum card printing.
5. The Facility agrees that International Training may suspend the privilege to print cards in-store if flawed cards are issued to the diver.
6. The Facility agrees that any diver images shall be a recognizable image (i.e. head and shoulders shot) of the diver, and no other images shall be used. No cards shall be printed containing images of plants, animals, inanimate objects, pornographic images, or any other image not of the diver.
7. The Facility agrees to print only official International Training certifications on cards purchased from International Training that contain trademarked International Training images on the preprinted side.
8. International Training may charge a fee for the privilege of in-store card printing. Any such fees are nonrefundable should the Facility's in-store card printing privilege be revoked.

Dive Center Owner or Authorized Representative:

Date: