



2009 TYPE ACCEPTED AGREEMENT

In consideration of the mutual promises and covenants herein contained, the following agreement is entered into this _____ day of _____, 20____ by and between the National Marine Manufacturers Association, Inc. a corporation organized under the laws of the State of Delaware and hereinafter referred to and described as 'NMMA', and:

Component Manufacturer

Address, City, Zip Code, Phone

a manufacturer of marine components, hereinafter referred to and described as the 'Manufacturer'. The purpose of this Agreement is to provide for the issuance by NMMA of Type Acceptance in the name of the Association for marine components produced by the Manufacturer for the **2009** model year.

The purpose of this Agreement is to provide for the terms and conditions under which marine products of the Component Manufacturers will be included in the NMMA Type Accepted lists and NMMA website.

Type Accepted Lists are established for and limited to boat/yacht components, for which performance requirements are published in the NMMA Certification Handbook, conformance to which cannot readily be ascertained by visual inspections.

Section I. NMMA agrees:

- A. To issue an NMMA Type Accepted Identification Number upon the receipt of one or more of the following:
 - Acceptable test data from an independent laboratory
 - Acceptable test data from Component Manufacturer’s test laboratory or R&D department
 - Engineering literature
 - Other information specified by NMMA indicating conformance of the boat components to the requirements published in the NMMA Certification Handbook
- B. To notify Component Manufacturer of the Type Accepted Identification Number.
- C. To furnish copies of the applicable Type Accepted Lists to the Component Manufacturers upon request at the time of revisions.
- D. To furnish copies of the complete Typed Accepted Lists to NMMA Certification Program Boat and Yacht Manufacturers upon request.
- E. To maintain the Type Accepted list available on the NMMA website

Section II. The Component Manufacturer agrees:

- A. To provide accurate test reports and information for each component submitted for Type Acceptance as required by NMMA.
- B. To pay NMMA according to the attached Type Accepted program charges schedule (Schedule A).
- C. To accept the sole responsibility for the accuracy and completeness of the test reports and information provided to NMMA.
- D. To hold harmless and also defend NMMA from any liability arising from errors in the provided information.
- E. To refrain from creating the impression in any trade or consumer advertising or publicity or other statements or written releases that such Type Acceptance is (1) exclusive to the manufacturer, (2) implies or constitutes any NMMA product endorsement, and (3) has any connotation as to the durability or any other characteristic of design or performance other than the factors for which it is actually Type Accepted.

Through signature and submission of this form to NMMA, our company acknowledges, agrees and consents to receipt of notices from NMMA and its affiliates by facsimile or electronically, using the contact information set forth on this form.

Date _____

Signature _____
NMMA Engineering Standards Department

Date _____

Signature _____
Component Manufacturer

SCHEDULE A

NMMA Type Accepted Program Charges Model Year 2009

Annual Component Listing for NMMA Members

Type Accepted Agreement Processing Fee \$200 Per Manufacturer *

Please submit completed Type Accepted Agreement form and return attached invoice with payment.

Annual Component Listing for non-NMMA Members

Type Accepted Agreement Processing Fee \$500 Per Manufacturer *

Please submit completed Type Accepted Agreement form and return attached invoice with payment.

* Type Accepted components will be posted when payment is received. Payment due by November 15, 2008. Non-receipt of fees will result in removal of components from the NMMA Type Accepted list.