

Fishersville Quarry

Policies & Procedures Agreement For Licensees and Subcontractors

Fishersville Quarry is owned by Shields & Shields, LLC and all scuba activities are authorized by and restricted to a permit (Permit) granted to Dive Connections (Permit Holder) from Shields & Shields, LLC (Owner). The Permit expires December 31, 2008.

All scuba activities must be conducted under the supervision of a Qualified and Insured Scuba Instructor/AI/Divemaster (Subcontractor) who is authorized to operate under the Permit by either (1) Dive Connections or (2) by a party licensed by Dive Connections (Licensee).

The credentials and evidence of insurance of all Subcontractors must be on file with either Dive Connections or the Licensee who is authorizing the Subcontractor and the activities thereof.

The Permit Holder intends with its Licensees to market the quarry to the public (Users) for scuba and related activities at the following fees. Users shall have no privileges other than personal access to the quarry facilities for scuba diving and related activities during the term prescribed in the permit and under the rules established by the Owner and Permit Holder.

Day Pass (Scuba Diver)	\$ 12
Day Pass (Non-Diver)	\$ 6
Season Pass (to 12/31/08)	
Individual	\$ 95
Club Member	\$ 75
Subcontractor (Instructor)	\$ 55
Subcontractor (Divemaster/AI)	\$ 25
PS Dive Team	\$250

License of the Permit

The Permit Holder intends to license qualified independent scuba professionals and entities to market the facilities under the Permit.

Licensee shall have the authority to sponsor and market scuba and related activities at the quarry and to authorize Subcontractors to supervise those activities.

Licensee shall be entitled to charge, collect and retain fees from Users and Subcontractors provided that they

- _____ (1) agree to the terms of the Permit (copy attached),
- _____ (2) agree to abide by provisions of Quarry Rules document (copy attached),
- _____ (3) agree to the record keeping requirements and procedures contained herein, and
- _____ (4) further agree to make their records available at the request of the Owner or Permit Holder.

Licensee Status shall be available from Dive Connections to qualified scuba professionals and entities for the term of the permit at prices stipulated following.

Dive Shop	\$1,500
Independent Instructor	\$ 450

Administrative Requirements of Licensees and Subcontractors:

Licensee/Subcontractor shall provide from each principle

- (1) evidence of current teaching credentials
- (2) evidence of insurance naming Shields & Shields, LLC and Dive Connections, Inc. as additional insureds.

- (3) a signed quarry release,
- (4) an initialed and signed copy of this document, and
- (5) a signed copy of the Quarry Rules document.

____ Licensee/Subcontractor shall agree to be bound by all rules, procedures and releases contained in the documents identified in the forgoing paragraph on behalf of themselves, their company, employees, staff, Subcontractors, agents, administrators and assigns and shall also agree to indemnify Shields & Shields, LLC and Dive Connections on behalf of themselves and all stated parties for all financial ramifications resulting from breaches of those rules, procedures and releases by all parties who were provided usage of the Fishersville Quarry premises by the Licensee/Subcontractor whether as Users or as a Subcontractor of a Licensee.

____ Licensee/Subcontractor shall require all persons accessing the Fishersville Quarry to sign a Release as provided by Shields & Shields, LLC and Dive Connections. The release may be valid for the term of the Permit.

____ Licensee/Subcontractor shall maintain a daily Manifest on a form prescribed by Shields & Shields, LLC and Dive Connections and shall require all persons accessing the Fishersville Quarry on that date to sign that Manifest.

____ Licensee/Subcontractor shall post the Manifest in such a place that anyone entering the premises shall be able to determine who has authorized permission to be on the property and therefore who might be in the water and be otherwise unaccounted.

____ Licensee shall maintain (1) the Releases from all parties and (2) all daily Manifests and shall provide said documents immediately on request by either Shields & Shields, LLC or Dive Connections, Inc. Subcontractor shall maintain and immediately subsequent to the activity turn over all documents to Dive Connections or Licensee as applicable.

I, _____, request that I be granted status as a Licensee/Subcontractor. As evidenced by my initials above and my signature below hereby agree to abide by the all procedures and requirements identified within this document and all documents referred to herein in exchange for the privileges granted herein by and between Shields & Shields, LLC and Dive Connections, Inc.

Licensee/Subcontractor

Date

Accepted:

Dive Connections, Inc.

Name: _____ Title: _____

Date