

Established Park Agreement/Contract



This agreement is entered into this 11th day of Aug, 2007 between Amtgard: Kingdom of the Emerald Hills, Inc. ("Emerald Hills") and Shire of Mourningwood Glen located at Veterans Park in the city of Pantego, TX ("Established Park"). By signing this contract, Emerald Hills, a Texas non-profit corporation, agrees that Established Park has already become an official park of Emerald Hills at an earlier date. Emerald Hills allows Established Park to continue to use, in perpetuity, the name and the live action, role-playing game system known as Amtgard with all the rights and privileges of an Amtgard park directly under Emerald Hills. Amtgard, Inc., the originator, founder, and author of this role-playing system, holds all applicable rights.

TERMS OF AGREEMENT

Established Park agrees to:

1. Operate a not-profit group with or without governmental recognition. All proceeds gained from dues, sales of publications, special events, etc., must be used for the furtherance of the group. At no time may any monies gained by the group be used for personal benefit.
2. Abide without deletion, addition, or alteration by the Amtgard Rules of Play and Emerald Hills' Corpora.
3. Appoint through fair and equitable means, whether competition, election, or other method, officers as required by its size and defined in the Emerald Hills' Corpora.
4. Abide by all the laws, whether local, state or federal.
5. Maintain a positive relationship with the authorities, the general public, other mundane groups and organizations, and other Amtgard groups.
6. Educate and enrich the membership and the public through demonstration, instruction, and creativity.
7. Refrain from reproducing any copyrighted materials without the express written permission from the Board of Directors of Amtgard: Kingdom of the Emerald Hills, Inc. ("B.O.D").

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8. Hold Amtgard events on at least a bi-weekly basis. These events may be competitive or instructional but must be related to Amtgard. These events shall be open for participation to the entire membership of Emerald Hills' group, members of other Amtgard groups, and nonmembers interested in joining.
9. Maintain records of attendance, a membership roster, accurate financial records, and records of awards and honors received by members. These records shall be available for review by Emerald Hills' officers and the B.O.D. upon request.
10. Use the official record system of Emerald Hills, currently the Online Record Keeper ("ORK") system located at <http://www.amtgardrecords.com>, to maintain records of attendance and awards. Allow the Emerald Hills' Prime Minister access to said records.
11. Treat all members fairly and equally, without regard to sex, race, creed, color, national origin, religion, disability, or age. Restrictions may be placed for purposes of safety and reduction of liability but said restrictions must be fair and not discriminatory.

Established Park Status:

1. Established Park continues to maintain the status of shire upon both parties signing this contract.
2. Established Park may become a barony after achieving the following criteria:
 - a. Average attendance of twenty (20) different players per event and
 - b. Approval of the current Monarch.
3. Established Park may become a duchy after achieving the following criteria:
 - a. Average attendance of forty (40) different players per event and
 - b. Approval of the current Monarch.
4. Established Park may be demoted for failing to maintain the number of players required for its status by joint agreement of the Emerald Hills' Monarch and Emerald Hills' Prime Minister.

Rights and Privileges of Established Park Based on Size:

All Group Sizes

1. May not award Knighthoods.
2. May not award Dreamkeepers, Hellriders, Masks, or Walkers of the Middle.
3. May not award non-class Masterhoods (Master of the Rose, Lion, etc.).
4. May award Titles of Nobility earned by tenure for a specific service listed in the Corpora (Baron, Baronet, Lord/Ladyship). NOTE: May not award titles greater than what the group's Monarch may receive for stepping down.
5. May create new awards, orders and non-noble titles.
6. Players can qualify as residents and/or dues paid members of the Emerald Hills with the rights and privileges clarified in the Emerald Hills' Corpora.

Shire

1. May give any other award up to level 3.
2. May NOT award any Masterhoods.

Barony

1. May give any other award up to level 5.
2. May award class Masterhoods (Master Warrior, Wizard, etc.)

Duchy

1. May give any other award up to level 7.
2. May award class Masterhoods (Master Warrior, Wizard, etc.)

LIABILITY

Emerald Hills and its officers accept no liability for the actions of, or any injury to, any member or officer of Established Park. Established Park enters this agreement under its own recognizance, and its members participate in the Amtgard role-playing system by choice.

TERMINATION OF AGREEMENT

Established Park may choose at any time to terminate this agreement. A letter detailing the reasons for termination shall be sent by certified mail, return receipt requested, to the Emerald Hills' B.O.D. c/o the Emerald Hills' registered agent. Within forty-five (45) days of the date of termination, copies of all records, including a full

accounting of the distribution of assets, must be forwarded to the Emerald Hills' B.O.D. The three (3) highest officers of the group shall sign the letter. The Emerald Hills' B.O.D. may, at their own discretion, choose to enter into a new Agreement/Contract with any members of the terminated group who desire to remain active group members.

Failure to comply with any term of this agreement by Established Park will constitute a material breach of this agreement, and may result in the termination of this agreement by Emerald Hills. A letter detailing the reasons for termination shall be sent by the Emerald Hills' B.O.D. by certified mail, return receipt requested, to the last known address of the highest officer of Established Park. Within forty-five (45) days of receipt of such letter, copies of all records, including a full accounting of the distribution of assets must be forwarded to the Emerald Hills' B.O.D.

DISTRIBUTION OF ASSETS

Immediately upon the termination of this agreement, all assets must be eliminated in a fair and legal fashion. Such elimination of assets shall be completed within thirty (30) days of the termination of this agreement, at the end of which period a full accounting must be forwarded to the B.O.D. as previously described, options for the elimination of assets include:

1. Use of cash on hand for the sponsorship of a final special event;
2. Contribution of cash assets and or capital property to a legally recognized non-profit charitable organization; and/or
3. Return of dues to members who paid them, return of capital properties to donors, equal redistribution of special event profits to members who purchased tickets to the event, etc.

Whatever method used to eliminate the park's assets must be in compliance with all applicable laws and reported in detail to the Emerald Hills' B.O.D. within forty-five (45) days of the termination date.

RESPONSIBLE PARTIES

Signatures recorded below are for individuals who warrant that they are authorized representatives of Emerald Hills and Established Park. This agreement is binding on the groups represented by these individuals and shall remain in effect regardless of changes of officers or group membership.

Amtgard: Kingdom of the Emerald Hills, Inc.
Representative

Richard Lawrence
Signature

Richard Lawrence
Printed Legal Name

HRM Grand Duke Sir Trinity Skythesis
Printed Amtgard Name (If Applicable)

8/11/07
Date

Established Park
Representative

Jim Curts
Signature

James Curts
Printed Legal Name

Siegfried
Printed Amtgard Name (If Applicable)

8/11/07
Date