Petitioning Park
Agreement/Contract

This agreement is entered into this ___ day of ____, 20__ between Amtgard: Kingdom of the Emerald Hills, Inc. ("Emerald Hills") and _____ located at _____ in the city of _____, _____ ("Petitioning Park"). Emerald Hills, a Texas non-profit corporation, agrees to allow Petitioning Park the use of the name and the live action, role-playing game system known as Amtgard directly under Emerald Hills. Amtgard, Inc., the originator, founder, and author of this role-playing system, holds all applicable rights.

Providing that all terms of this agreement are met, Petitioning Park shall be allowed to contract with Emerald Hills to become an official park under Emerald Hills and, in perpetuity, be permitted the use of the Amtgard name and role-playing system. After becoming an official park under Emerald Hills, Petitioning Park will also enjoy all the rights and privileges granted to an Amtgard group.

TERMS OF AGREEMENT

Petitioning 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, a Sheriff, a Shire Regent, a Chancellor, and a Shire Champion. Definitions, responsibilities, and duties of these officers can be found 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").

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.

Petitioning Park Status:

1. Petitioning Park becomes a SHIRE upon both parties signing this contract.

2. Petitioning Park has power to give awards at the Shire level as described in the Emerald Hills' Corpora. Officers of Petitioning Park may make higher award recommendations to the Emerald Hills' monarchy. Said awards will be given at the discretion of the Emerald Hills' monarchy.

3. Members of Petitioning Park can qualify as residents and dues paid members of the Emerald Hills.

4. Petitioning Park will be eligible to contract for official park status after successfully abiding by this contract for a minimum of six months. It is within the monarch's sole discretion to determine when a park will be offered the right to become an official park of the Emerald Hills.

LIABILITY

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

TERMINATION OF AGREEMENT

Petitioning 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 Petitioning 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 the Petitioning 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 Petitioning 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	*Petitioning Park* Representative
_____ Signature	_____ Signature
_____ Printed Legal Name	_____ Printed Legal Name
_____ Printed Amtgard Name (If Applicable)	_____ Printed Amtgard Name (If Applicable)
_____ Date	_____ Date