

Amtgard Inc., Kingdom of the Burning Lands Official Agreement/Contract

This Agreement is entered into on this 21 day of December, 2005, between Amtgard Inc., Kingdom of the Burning Lands, and Shire of Midnight Rain, hereinafter referred to as "Grantee." Under specific terms contained herein, Amtgard Inc., Kingdom of the Burning Lands, a Texas Non-profit Corporation, hereinafter referred to as "Amtgard Inc.," agrees to allow the Grantee uses of the name Amtgard and the live action, role-playing game system known as Amtgard. Amtgard Inc., the originator, founder, and author of this role-playing system, holds all applicable copyrights. Providing that all terms of this Agreement are met, the Grantee shall, in perpetuity, be permitted to use the Amtgard name and role-playing system and enjoy all the rights and privileges of an Amtgard Group.

Terms of Agreement

The Grantee agrees to:

1. Operate a non-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 profit.
2. Abide, without deletion, addition, or alteration, by the official Amtgard Rules of Play and Corpora. While special events may warrant the creation of special rules, regular events must utilize the standard Rulebook.
3. Appoint, through fair and equitable means, whether competition, election, or other method, officers as described in the official Corpora for the appropriate group size.
4. Abide by all laws, whether local, state or federal.
5. Maintain a positive relationship with the authorities, with the general public, with other groups and organizations, and with 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 Inc. (hereinafter referred to as the B.O.D.).
8. Hold Amtgard events on at least a bi-weekly basis. These events must be open for participation to the entire membership of the Grantee's group, members of other Amtgard groups, and non-members 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 must be available for review by the Board of Directors of Amtgard Inc. upon request.
10. Treat all members fairly and equally, without regard to gender, race, creed, color, national origin, religion, disability, or age. Such restrictions as must be placed for purposes of safety and reduction of liability must be fair and not discriminatory.

The Grantee may choose to seek status as a non-profit corporation. Upon meeting all governmental requirements, the Grantee may incorporate under the name of Amtgard, Chapter of "Midnight Rain" and elect a board of directors. The Grantee's incorporation has no effect on this agreement, and both parties remain bound under its terms and obligations. Incorporation is relevant to group size and status (note that the criteria listed below do not apply to kingdoms already having signed older versions of this contract).

1. One year of existence after initial contact with the B.O.D.
2. Average attendance of twenty different players per event.
3. Approval of the Monarch of the sponsoring kingdom.

C. A group may become a duchy after achieving all these criteria:

1. Two years of existence after initial contact with the B.O.D.
2. Average attendance of forty different players per event.
3. Approval of the Monarch of the sponsoring kingdom.

D. A group may become a kingdom after achieving all these criteria:

1. Two or more years of existence after contact with the B.O.D.
2. Average attendance of seventy-five different players per event.
3. Approval of the Monarch of the sponsoring kingdom.
4. Achievement of non-profit corporate status.
5. Approval and agreement by the B.O.D. that the grantee has adhered to all terms of this agreement.
6. Kingdoms must allow all smaller groups under them to participate in all Amtgard functions (including elections and running for kingdom offices).
7. Kingdoms may not form within one hundred and fifty miles of another Kingdom's crown lands (defined as the city where the Kingdom's first Monarch held office).
8. Kingdoms have all rights and responsibilities as listed in the corpora (including awarding knighthood, permanent titles of viscount and above, orders above 8th level, etc.).

Amtgard, Inc. agrees to:

1. Grant permission for use of the Amtgard name and role-playing system in perpetuity for as long as the Grantee meets the terms of this Agreement.
2. Provide, at no greater than the cost of printing and postage plus 10%, copies of the Rulebook, Corpora, and other copyrighted publications. The Grantee may resell these publications to its members and the general public, at a cost no greater than 10% above the price paid by the Grantee. These monies are not to be construed as profits, and shall be

maintained by both Amtgard, Inc. and the Grantee in a separate ledger account for the acquisition of more publications. Should Amtgard, Inc. be unable to provide needed publications within a reasonable time frame, Amtgard, Inc. will provide written permission to the Grantee for the printing of a specified number of copies.

3. Provide copyright-free forms for copying and use for the maintenance of attendance and other records.

LIABILITY

Amtgard, Inc., its officers and members accept no liability nor responsibility for the actions of, or any injury to, any member or officer of the Grantee's group. Grantee undertakes the formation of an Amtgard group under its own recognizance, and its members participate in the Amtgard role-playing system by choice.

TERMINATION OF AGREEMENT

The Grantee may choose at any time to terminate this Agreement. A letter detailing the reasons for termination must be sent by registered mail to the President of the Board of Directors of Amtgard, Inc. Within thirty days of termination, copies of all records, including a full accounting of the distribution of assets, must be forwarded to the President of the Board of Directors of Amtgard, Inc. If the Grantee has not incorporated, the letter must be signed by the three highest officers of the group. If the Grantee has incorporated, the letter must either be signed by a quorum of board members, or by the President, with an accompanying resolution by the Board. The Board of Directors of Amtgard, Inc. may, at their sole discretion, choose to form a new Agreement with any members of a terminated group who desire to remain active group members. Failure to comply with any term of this Agreement by the Grantee will constitute a material breach of this Agreement, and may result in the termination of this Agreement by Amtgard, Inc. A letter detailing the reasons for termination must be sent by registered mail to the highest officer of an unincorporated group, or the Board President of an incorporated group. Within thirty days of receipt of such letter, copies of all records, including a full accounting of the distribution of assets must be forwarded to the President of the Board of Directors of Amtgard, Inc.

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 must be completed within thirty days of termination of this Agreement, at the end of which period a full report must be forwarded to the Board of Directors 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.
- 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.

Legal Signature _____ Date _____

Monarch
Printed Amtgard Title/Position and Name

By: [Signature] 2006 Jan 14
Legal Signature Date

Roberto J. Rodriguez BOB MEMBER
Printed Amtgard Title/Position and Name

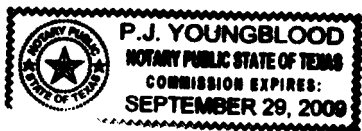
Notary Section:
Signed before me this 14th day of January 2006

[Signature]
Signature of Notary

Notary Public in and for the county of El Paso

State of Texas

My Commission expires 9/29/09



Legal Signature _____ Date _____

J / Chancellor
Printed Amtgard Title/Position and Name

By: [Signature] 12/21/05
Legal Signature Date

Dalamar / Sheriff
Printed Amtgard Title/Position and Name

Notary Section:
Signed before me this 21 day of December 2005

[Signature]
Signature of Notary

Notary Public in and for the county of Lincoln

State of Oklahoma

My Commission expires 1 October 2008

