

Official Park Agreement/Contract



This agreement is entered into this 10th day of October, 2009 between Amtgard: Kingdom of the Emerald Hills, Inc., a Texas non-profit corporation ("Emerald Hills") and Balden Bridge located at _____ in the city of Stephenville, TX ("Official Park").

Upon Emerald Hills' receipt of this signed contract, Official Park becomes an official park under Emerald Hills and, in perpetuity, is permitted the use of the Amtgard name and live action role-playing game system 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

Official 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").

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.

Official Park Status:

1. Official Park continues to maintain the status of SHIRE upon both parties signing this contract.
2. Official Park may become a barony after achieving the following criteria:
 - a. Six months of satisfactory and continual existence under this contract;
 - b. Average attendance of twenty (20) different players per event; and
 - c. Approval of the current Monarch.
3. Official Park may become a duchy after achieving the following criteria:
 - a. One and one half years of satisfactory and continual existence under this contract;
 - b. Average attendance of forty (40) different players per event; and
 - c. Approval of the current Monarch.
4. Official 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 Official 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 Official Park. Official Park enters this agreement under its own recognizance, and its members participate in the Amtgard role-playing system by choice.

TERMINATION OF AGREEMENT

Official 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 Official 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 Official 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 Official 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


Signature

Susan Simmel
Printed Legal Name

Fawnna Domersbach
Printed Amtgard Name (If Applicable)

10-10-2009
Date

Official Park
Representative


Signature

Marcy Waters
Printed Legal Name

Stapels Estnater
Printed Amtgard Name (If Applicable)

10-10-2009
Date