

AGREEMENT BETWEEN _____ CLUB AND

(Governmental owner of Property; e. g. County)

This Agreement, entered into this _____ day of _____, 20____, by and between _____ Club (hereinafter referred to as "Club"), a not for profit organization and _____ (Owner of Property) of the State of _____ hereinafter collectively referred to as "County";

WITNESSTH:

Whereas, the County recognizes that many of its residents are model enthusiasts, and that the making and operating of models is recognized as a healthy and constructive activity; and whereas, the County owns property at _____ and that this property will be set aside for modeling activities from time to time; and whereas, the County desires supervisory assistance from qualified and experienced sources, and further wishes to affirm or guarantee appropriate applicable insurance coverage for the County and those involved in said modeling activities; and whereas, Club is an organization which desires to assist the County in this endeavor; and whereas, the County recognizes a need to protect the safety and welfare of County residents using _____ (property) and provide them with sound supervisory assistance and adequate insurance coverage for this activity; wherefore, for and in consideration of the respective covenants and agreements to be kept and performed by the parties hereto, _____ Club and _____ County do mutually agree as follows:

ARTICLE I

- A. The County agrees to assign the Club the area designated as _____
_____ (property for use by members of the Club and County residents to engage in modeling activities.
- B. The Club shall administer the _____ (property) area, provide on-site supervision during the times which their models are operating and as assigned by the County, and shall post the area accordingly with the rules and regulations pertaining to the use of models.
- C. At times that this area is in use and being supervised by the Club, County residents shall be permitted to use the facilities, but must be current members of the Academy of Model Aeronautics (“AMA”) and shall abide by all rules and regulations posted and administered by the Club, including but not limited to the AMA Safety Code. The Club shall have the authority to request that violators of such rules and regulations remove themselves from the premises. At all other times, any use of these facilities shall be at the user’s own risk and in accordance with any posted times, rules, and/or regulations.

ARTICLE II

In consideration of the supervisory services and capital improvements to be provided by the Club pursuant to the terms of this Agreement, the County hereby agrees to grant the Club, its members and guests the right to use the _____
(property) facilities free of rent as an aeromodeling field.

ARTICLE III

- A. The Club agrees to assume all risks of loss, injury, or damage of any kind or nature to any person or property including, but not limited to, any building or

- other structure, or to the contents of any such building or structure, or to any good, chattels, or any other property that may be in or upon the area or premises to be used by the Club, whether belonging to the County or others, which results from the flying of their model aircraft in their respective area and under their supervision during the term of this Agreement and at the times in which the area is in use by the Club. The Club shall take proper care, safety, and health precautions to protect the County, the public, and the property of others. The Club hereby agrees to indemnify the County, defend it against and hold it harmless from any and all claims, demands, causes of action arising out of the use of the premises by the Club as an aeromodel aircraft field pursuant to this agreement.
- B. Nothing in this Agreement shall be construed, nor shall it serve, to impose any personal liability upon any officer, director, member or representative of the Club, either individually or collectively, in connection with any functions, operations or activities contemplated or referenced herein.
- C. The Club agrees to carry, during the term of this Agreement, insurance through the Academy of Model Aeronautics, covering the Club, members and the County, in the amount of at least \$ 2,500,000 combined single-limit for personal injury or property damage. Such insurance shall be evidenced by the filing with the County of an AMA chartered club additional insured certificate, naming the County as an additional insured under the AMA general liability policy.

ARTICLE IV

- A. The Club shall be solely responsible for obtaining any necessary licenses and for complying with any applicable Federal, State and municipal laws, codes and regulations in connection with the use of the _____
(property).
- B. The Club agrees to maintain the _____ area in a clean and undamaged state and shall have the right to make more repairs to those areas. The general maintenance of grounds such as mowing of grass or the

collection of trash and/or debris, shall be provided by the Club with the assistance of the varied County departments when that assistance is available. Changes, alterations or construction plans concerning the _____ (property) is required.

ARTICLE V

This Agreement may be rescinded by the Club or the County for convenience by giving to the other notice in writing. The County reserves the right and discretion at all times to cancel and terminate this Agreement. Termination hereunder shall be effected by delivery to the other party of a written Notice of Termination thirty (30) days in advance of said termination, or not less than twenty-four (24) hours in advance of said termination if emergency public use of the _____ (property) is required.

ARTICLE VI

Neither this Agreement nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Club, except as expressly authorized in writing by the County.

ARTICLE VII

The Club hereby certifies that it does not and will not practice any unlawful discrimination against any person or group on the basis of race, color, sex, religious creed, ancestry, or national origin.

ARTICLE VIII

The Club shall perform this Agreement as independent contractors and shall not be considered agents of the County, nor shall any of the employees, agents, officers, members, or other personnel of the Club be considered sub-agents of the County

ARTICLE IX

This Agreement contains all of the agreements and conditions made between the parties and may not be modified orally or in any other manner other than by written agreement signed by all parties or their respective successors in interest.

In witness whereof, the County and the Club have executed this agreement on the date first written above.

(County)

(Club)

(Title)

(Title)

(Date)

(Date)