



City of Rowlett

Official Copy

Resolution: RES-047-10

4000 Main Street
P.O. Box 99
Rowlett, TX 75030-0099
www.rowlett.com

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS, TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A LICENSE AND USE AGREEMENT WITH THE ROWLETT CHAPTER #4440 OF THE ACADEMY OF MODEL AERONAUTICS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Parks and Recreation Advisory Board listened to community concerns regarding the use of Springfield Park for flying radio controlled model aircraft; and

WHEREAS, the Parks and Recreation Advisory Board has considered the compliance and reasonably good stewardship of the Rowlett Chapter #4440 of the Academy of Model Aeronautics (RC/AMA) with respect to the past use of Springfield Park for the foregoing purpose; and

WHEREAS, the Parks and Recreation Advisory Board recommends the City enter into a new license agreement with RC/AMA for use of Springfield Park for flying radio controlled model aircraft; and

WHEREAS, the City Council of the City of Rowlett finds it to be in the public interest to concur with the recommendations of the Parks and Recreation Advisory Board.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROWLETT, TEXAS:

Section 1: The City Manager is hereby authorized to sign on behalf of the City, a License and Use Agreement with the Rowlett Chapter #4440 of the Academy of Model Aeronautics (RC/AMA) substantially in the form set forth in Exhibit "A", attached hereto and incorporated herein by reference.

Section 2: This resolution shall become effective immediately upon its passage.

At a meeting of the City Council on June 1, 2010, a motion was made by Councilmember Kilgore, seconded by Councilmember Phillips, to approve the agreement with the following changes: Section 1.05, sub-paragraph F, Sound Test Procedure, that each and every 96dB shall be changed to 85dB, each and every reference to three (3) meters shall be changed to twenty (20) feet, and each and every reference to 1-1/2 meters shall be changed to ten (10) feet. Additionally, paragraph 8.01, Term, amend by striking everything after the phrase 'any renewal date' and adding

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

**LICENSE AND USE AGREEMENT
BY AND BETWEEN THE CITY OF ROWLETT
AND THE ROWLETT CHAPTER #4440 OF THE
ACADEMY OF MODEL AERONAUTICS**

THIS LICENSE and USE AGREEMENT is made and entered into on this 1ST day of June, 2010, by and between the CITY OF ROWLETT, TEXAS (hereinafter referred to as "CITY"), acting by and through its City Manager, and the ROWLETT CHAPTER #4440 of the ACADEMY of MODEL AERONAUTICS (hereinafter referred to as "RC/AMA"), acting by and through its Board of Directors, President or designee.

WITNESSETH:

WHEREAS, the City of Rowlett, Texas owns and maintains CITY parks and facilities at Springfield Park; and

WHEREAS, the RC/AMA is comprised of various pilots for flying radio controlled model airplanes or aircrafts; and

WHEREAS, the RC/AMA desires to use said CITY park and facilities as set forth in Exhibit "A", which is attached hereto and incorporated herein by reference; and

WHEREAS, the maintenance and upkeep of such facilities will be required by both CITY staff and RC/AMA; and

WHEREAS, RC/AMA and the CITY agree that the properties and facilities identified in Exhibit "A" shall be used for the purpose of providing opportunities for the members of RC/AMA to operate such aircraft;

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual agreements contained herein, the parties hereto do hereby agree as follows:

**I.
AGREEMENT**

- 1.01 The CITY and RC/AMA agree, under the terms and conditions provided herein, to permit use of the CITY properties and facilities within the park or portion thereof identified in Exhibit "A", which is attached hereto and incorporated herein by reference.
- 1.02 The RC/AMA shall be charged a fee for the use of the facility under this Agreement. The City will provide a current user fee schedule to the RC/AMA upon execution of this

Agreement. The City reserves the right to amend its user fee schedule at any time and the RC/AMA agrees to pay the amended rate, notwithstanding any provision of this Agreement, or RC/AMA may terminate this Agreement.

- 1.03 The RC/AMA hereby further agrees, as a condition to the license granted herein, to provide a proposed facility use schedule.
- 1.04 FACILITY RULES – Only persons having membership and approved by RC/AMA can operate aircraft at the facility.

A. Membership:

1. Membership in the RC/AMA shall be required for use of this facility. A copy of such membership list shall be provided upon execution of this Agreement. The RC/AMA shall provide the CITY with updated membership lists quarterly.
2. All pilots shall have current membership in the Academy of Model Aeronautics in order to become a member (“Member”).
3. A copy of this Agreement shall be provided to each Member upon joining the Flying Club.
4. The RC/AMA shall issue a membership/approval card to each member. The approval card shall be required to obtain a sequentially numbered City Permit from the City, which will be affixed to the front of the member’s RC/AMA card.
6. New RC/AMA cards are issued every year, therefore a new Flying Club Sticker will be issued upon payment of dues to the RC/AMA for the new year and the Member will be required to obtain a new sequentially numbered City Permit from the City to be affixed to the front of the new RC/AMA card for the new year.

B. Guest privileges:

1. Guest Pilot(s) shall be sponsored and accompanied by a Member when visiting the facility.
2. The Member assumes the responsibility of seeing that the Guest Pilot(s) abide by the terms of this Agreement, specifically the Flying Field Rules.
3. Upon the second (2nd) visit by the Guest Pilot to the Flying Field, the Member will notify the Guest Pilot of membership requirements to continue enjoying Flying Field privileges.

1.05 RADIO CONTROLLED AIRCRAFT SOUND TESTING

- A. All non electric aircraft shall be sound tested and certified before it is allowed to fly at the Flying Field.
- B. When an aircraft passes sound testing, a certification decal will be issued to the pilot to be affixed to the aircraft.
- C. If an aircraft does not have a certification decal, it shall not be allowed to fly at the Flying Field.
- D. Aircraft that do not pass the sound test will not be allowed to fly at the Flying Field.
- E. If an aircraft fails to pass the sound test, the Member may make modifications and request a re-test. If the aircraft passes the re-test, a certification decal will be issued. Re-tests are limited to five (5) per plane per calendar year. An aircraft that fails any additional testing will require the approval of the Director of Parks and Recreation to fly again for a six (6) month period.
- F. Sound test Procedure: The RC/AMA shall administer the sound testing on all non electric aircraft and shall use a sound meter to set the "A" weighting.
 - 1. Fixed wing Aircraft: The maximum noise level shall be 85 dB measured at twenty (20) feet. All measurements will be taken perpendicular to the fuselage centerline on the right hand side of the model, with the nose of the model aircraft pointed into the wind, with motor running at full power; the microphone to be placed on a stand 30 centimeters above the ground and in line with the motor. No noise reflecting objects shall be nearer than twenty (20) feet to model or microphone.
 - 2. Helicopters: The maximum noise level should be 85 decibels (dB) measured at twenty (20) feet from the center line of the model when the helicopter is in stationary hover at ten (10) feet and at a 90 degree angle to the flight path. Additionally, this should be on the exhaust side and slightly downwind from the exhaust point.
 - 3. Electric powered aircraft shall be tested upon request in accordance with the above proceduresIf an aircraft registers anything greater than 85 dB during either of the above procedures, it shall fail the test. Electric powered aircraft shall be tested upon request.
- G. All aircraft are subject to additional testing at anytime. Members shall readily comply.

1.06 FLYING FIELD OPERATIONAL AND SAFETY RULES

- A. The Flying Field is intended for, and is limited to, aircraft of 20 pounds or less. Site limitations preclude its use for "contest" flying. The City endorses and will enforce "Safety First," "Common Sense," and "Courtesy" on the Flying Field.
- B. All model aircraft operations shall be in accordance with a nationally recognized safety code. The City has adopted the official Academy of Model Aeronautics

- (“AMA”) safety code as its guidelines for operational standards at the City’s Flying Field, as may be amended herein, pursuant to City codes, or in accordance with other Flying Field rules determined by the City to promote safety, common sense and courtesy.
- C. A City permit is required to use the Facility. See Section 1.04 herein for the proper procedure for obtaining a City permit.
 - D. All pilots must have a current AMA card, or, if a guest, be under the supervision of a pilot with a current AMA card when flying.
 - E. Flight operations will begin at 9:00 A.M., No flying of aircraft is allowed before these times except that of electric powered aircraft which will be allowed to begin at 7:00 A.M. Flight operations will stop at 30 minutes before sunset.
 - F. Night flying is strictly prohibited at all times.
 - G. Flight operations shall stop during electrical storms. Further, flight operations shall stop when the wind velocity exceeds 35 mph, regardless of wind direction. This rule pertains to all special events at the Flying Field as well as daily use by the pilots.
 - H. The City has adopted the AMA guidelines for Flying Field site specifications. To ensure the safety of all park users and nearby residents, all aircraft must maintain a minimum safety zone of 200 feet from any roads, buildings or other area near the Flying Field where people may be found. This includes, but is not limited to, jogging paths, picnic areas, lakes or other outdoor fields for recreational use. This safety zone buffer does not apply to the entry road and parking lot adjacent to the Flying Field. These rules must be strictly adhered to even if there are no people visible in any of these areas. This rule must also be strictly adhered to for any special events that may be held at the Flying Field as well as daily use by the pilots.
 - I. Flying beyond the designated boundaries of the Flying Field is prohibited. This includes any special events that may be held at the Flying Field as well as daily use by the pilots.
 - J. Mufflers are required on all models. Canister mufflers are required on all gasoline-powered aircraft. Characteristics of a Canister Muffler for gasoline engines: an approved canister muffler will have baffling, and will have profound quieting effect on the motor. Note: Pitts mufflers and homemade mufflers do not qualify as approved "canister mufflers."
 - K. Fueled turbine powered aircraft are not permitted. This rule also applies to special events held at the Flying Field. RC/AMA may petition the CITY to allow other aircraft at special events which do not conform to these rules at least ninety (90) days prior to such event to allow the CITY to investigate whether such exception should be

granted. Failure to make such petition within the designated time limit will result in automatic denial of the exception. Exceptions shall not be routinely granted.

- L. The possession or consumption of alcoholic beverages are strictly prohibited at the Flying Field.
- M. Only pilots and assistants are allowed on the flight line. No children or animals are permitted beyond the spectator area unless under adult supervision. Animals must be leashed.
- N. A line or lines (Safety Flight Line) shall be established for all activity, one side of which is for flying and the other side of which is for pilots, helpers, spectators, joggers, streets, and homes. Deliberate flying behind the Safety Flight Line is prohibited.
- O. Only qualified pilots or instructor pilots may fly without assistance. Pilot trainees may not.
- P. Members shall place their RC/AMA Card (with the City Permit Flying Club Sticker affixed to it) in the Frequency Control Board at the Flying Field to preserve the channel/frequency they will be using during flight. Please remove the card after each flight when two (2) or more pilots are present with the same channel/frequency.
- Q. Flight operations are allowed from designated pilot stations only. All fixed-wing powered aircraft flights shall be controlled from a designated point on the flight line adjacent to the runway.
- R. There should not be more than three (3) planes in the air at any time. This rule also applies to any special events held at the Flying Field. RC/AMA may petition the CITY for an exception to this rule for special events at least ninety (90) days prior to such event to allow the CITY to investigate whether such exception should be granted. Failure to make such petition within the designated time limit will result in automatic denial of the exception. Exceptions shall not be routinely granted.
- S. Aircraft shall be operated only in designated areas. Pilots shall not violate the "No Fly" zones, included in the safety zone described above. It is strongly recommended that pilots do not fly alone to ensure the City's Safety First policy.
- T. All aircraft must be physically constrained while moving between the pit area and the runway. Taxiing in the pit area is prohibited.
- U. Aircraft engines shall be started with the nose of the aircraft pointed toward the runway. Do not direct the prop wash toward another aircraft or pilot.
- V. Pilots shall ensure safe clearance onto the runway by looking both ways, then announcing the intent to enter the runway prior to doing so. Further, Pilots shall

announce their intent to land prior to doing so. All aircraft shall land on the flying side of the Safety Flight Line in accordance with a left-hand or right-hand' traffic pattern approach. Wind direction shall determine the appropriate approach direction.

- W. Aircraft which make an emergency landing or become stalled on the runway should be retrieved as quickly and as safely as possible. Intent to walk across the flight line or onto the runway shall be announced prior to doing so.
- X. Compliance with these Operational and Safety Rules is the responsibility of the RC/AMA and each member. It is also the responsibility of each member to ensure that their guests' conduct is in also in accordance with these rules.
- Y. ALL PILOTS AND THEIR GUESTS MUST READ, AGREE TO BE BOUND BY, AND SIGN AN ACKNOWLEDGEMENT OF THESE RULES, AND THE SANCTIONS FOR SAME, BEFORE BEING ALLOWED TO FLY AT THE FLYING FIELD. THERE ARE NO EXCEPTIONS TO THIS RULE. FAILURE TO SIGN AND AGREE TO BE BOUND BY THESE RULES WILL RESULT IN AUTOMATIC PROHIBITION FROM FLYING AT THE FLYING FIELD. The RC/AMA shall provide to the CITY copies of all acknowledgments signed by the Pilots within thirty (30) days of such signature. The RC/AMA shall also immediately provide to the City a list of pilots not agreeing to these rules. Permits issued by the City to any pilot who refuses to sign will automatically be revoked. Any pilot who flies at the Flying Field without signing an acknowledgement will subject the RC/AMA to sanctions, including the immediate and permanent closure of the Flying Field.
- Z. It shall be the RC/AMA's responsibility to abide by and enforce the terms of this Agreement, the Flying Field Rules, and all safety rules and guidelines, and to appropriately sanction members who fail to comply. Noncompliance by any member, or RC/AMA's failure to enforce this Agreement or any safety rule or guideline, may, at the sole option of CITY, result in an immediate suspension of all activity, closure of the Facility, or revocation of this Agreement and an immediate prohibition of all aircraft operations at the Facility.
- AA. Further, acknowledgement of these rules must be signed by participants at special events who are not part of the RC/AMA.
- AB. ANNUAL FUN FLY event: The RC/AMA may host its ANNUAL FUN FLY event with the following exceptions to the above rules in place:
 - 1. Fuel Flight operations begin no earlier than 9:00 A.M.
 - 2. Maximum of five airplanes in the air at a time.
 - 3. Sound limit changed to 100dB for a two hour window for a one hour in length demonstration show, to begin no earlier than 11 A.M. and end no later than 1 P.M..

4. Start and run the engine up of a turbine powered plane while the plane is held stationary on the ground, for a duration not to exceed fifteen (15) minutes. The exhaust of the engine to be pointed away from residential areas.

1.07 SANCTIONS FOR FAILURE TO ABIDE BY THE FLYING FIELD RULES

- A. Because the City takes seriously the safety of its residents and park users, strict compliance with the Flying Field Rules is required at all times.
 - B. To ensure that the rules are strictly followed the RC/AMA shall designate a Safety Coordinator whose function is to ensure that the safety rules are strictly enforced. The RC/AMA's failure to provide the name of such designee to the CITY within thirty (30) days from the date of this agreement will result in closure of the field for a period of time to be determined by the CITY. Continued violation of this rule may result in the permanent closure of the Flying Field at the sole discretion of the CITY. The RC/AMA agrees to advise the CITY when a new Safety Coordinator is designated. The RC/AMA shall provide to the CITY quarterly reports of all safety violations at the Flying Field and the disposition of same.
 - C. The RC/AMA and the City shall take citizen complaints about possible rules violations seriously. Citizens who file complaints will be asked to supply as much information as possible, and in particular photographs, audiotapes and videos if possible. Complaints will be made by citizens directly to the Parks and Recreation Advisory Board. Citizens filing complaints shall file through the Parks and Recreation Administrative Assistant no later than the Tuesday prior to the week of the Parks and Recreation Advisory Board Meeting, allowing time for the item to be placed on the meeting agenda. City staff will provide technical and advisory support to the board for investigational purposes. The CITY shall then forward the findings back to the Parks & Recreation Advisory Board for final review at the next meeting.
 - D. The Parks and Recreation Advisory Board shall review all investigations and make a recommendation for specific sanctions, if warranted, to the Mayor and City Council.
 - E. The RC/AMA understands and agrees that sanctions may include loss of use of the Flying Field for a specific length of time up to and including permanent closure of the Flying Field.
- 1.08 The CITY reserves the right to amend these rules at its sole discretion to ensure its Safety First, Common Sense, and Courtesy policies, notwithstanding any other provisions in this Agreement. The RC/AMA's continued use of the Facilities shall be deemed acceptance thereof.
- 1.09 The CITY reserves the right to suspend any and all flight activities whenever the Director of Parks and Recreation or designee determines that the public safety and welfare are in

jeopardy or endangered. Upon reasonable notice to RC/AMA, the CITY also reserves the right to close the Flying Field even during the operational hours and may make alternate plans for the use of replacement premises or facilities.

- A. The RC/AMA understands and agrees that the use of the Flying Field is not exclusive and that the City may, from time to time, utilize the Flying Field for other recreational use or events. In such event, the City shall give the RC/AMA thirty (30) days notice and the RC/AMA shall immediately notify its members of same.
- 1.10 The CITY, as the owner, shall be permitted and has the right to make, at its own expense, any alterations or additions to any of the premises listed in Exhibit "A," notwithstanding any provision of this Agreement.
- 1.11 The RC/AMA shall be solely responsible for any and all damage to any property or improvement at the Facility arising from its activities under the terms of this Agreement
- 1.12 RC/AMA shall not add any permanent buildings, facilities or fixtures to the site at Springfield Park.
- 1.13 RC/AMA may not remove, in whole or in part any improvement, facilities, or fixtures, including bleachers, without the express written permission of the CITY and then only in the event that the removal will not subject such improvement, facilities, or fixtures to damage. Any such removal will be at the sole expense of RC/AMA.
- 1.14 Parking: During the terms of the Agreement, RC/AMA shall have non exclusive access and the CITY will provide non exclusive access to parking facilities on the premises which are expressly included as part of this designated facilities agreement in Exhibit "A." The RC/AMA shall be solely responsible for any and all damage to the parking facilities caused by RC/AMA or its members or guests, and shall reimburse the CITY for all costs of repair.
- 1.15 RC/AMA shall not post any signs or banners without the prior written approval of the CITY.
- 1.16 The RC/AMA is encouraged to maintain and keep at the Flying Field all equipment necessary for responding to any emergency at the Flying Field, "including, but not limited to fire extinguishers, first aid kits, etc.
- 1.17 RC/AMA shall promptly report to CITY any defects or dangerous conditions it discovers on or concerning CITY property and shall cease any such use of same until such defect or condition is repaired or occurred by the CITY.
- 1.18 EMERGENCY CONTACT INFORMATION:
 - A. Any injury to any Pilot, spectator, or other park user caused by any aircraft at the Flying Field shall immediately be reported to 911 Emergency so that the proper

medical treatment may be obtained.

- B. Injury, Accident or Unsafe Condition: All known injuries, accidents or unsafe conditions occurring on CITY property will be reported to the CITY within two (2) business days, utilizing the attached "Incident/Accident Form," and/or the "Report of Unsafe Condition Form" which are attached hereto and incorporated herein as Exhibits "B" and "C," respectively. These completed forms shall be delivered by hand delivery, mail, or e-mail to the Director of Parks and Recreation, or designee.
- C. The RC/AMA shall post all emergency contact information at the Flying Field.

II.
GENERAL REQUIREMENTS APPLICABLE TO RC/AMA
USE OF CITY PROPERTY

- 2.01 IMMUNITY. Nothing in this Agreement, or in any exhibit or attachment hereto, shall be construed to affect, alter, or modify the immunity of the CITY under the Texas Civil Practice and Remedies Code §§101.001, *et seq.* It is expressly understood and agreed that in the execution of this Agreement, the CITY does not waive nor shall it be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Nothing in this Agreement shall be construed so as to create or grant any rights or interest in any person not a party to this Agreement, nor shall this Agreement be construed to create any third-party beneficiary hereto.
- 2.02 INDEMNIFICATION. THE RC/AMA SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICIALS, EMPLOYEES, AGENTS AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTIONS, AND ALL LIABILITIES OF WHATSOEVER KIND OR NATURE THAT MAY IN ANY WAY ARISE FROM ITS OR- ITS MEMBERS USE THE FACILITIES OR OPERATIONS CONDUCTED AT THE FACILITIES, EVEN IF SUCH CLAIM, DEMAND, LOSS, DAMAGE OR LIABILITY ARISES FROM THE SOLE NEGLIGENCE OF THE CITY. THE CITY DOES NOT WARRANT THAT THE FACILITIES ARE APPROPRIATE OR SAFE FOR RC/AMA'S INTENDED USE AND DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED REGARDING THE CONDITION OF THE FACILITIES AND ALL EQUIPMENT, FACILITIES AND APPURTENANCES.
- 2.03 INSURANCE. During the term of this Agreement, and any extensions thereof; RC/AMA agrees to obtain and maintain at its sole expense, general liability insurance with the minimum amounts of \$2,500,000 Bodily Injury Liability and \$1,000,000 Property Damage Liability and \$1,000,000 Comprehensive General Liability coverage while naming the City of Rowlett as an additional insured to protect against potential claims arising out of the RC/AMA's use of the Facilities. The RC/AMA shall furnish CITY with

a copy of all certificates of insurance in accordance with this paragraph within thirty (30) days from the date of execution of this Agreement. The policies and certificate shall clearly designate the CITY as an additional insured and shall bear a statement that the policies shall not be changed, modified or cancelled without prior notice to the CITY. The CITY reserves the right to require the RC/AMA to increase its insurance coverage should the CITY determine that such increase is warranted, based on the safety record at the Flying Field.

- 2.04 NOTICE. Each notice or other communication which may be or is required to be given under this Agreement shall be in writing and shall be deemed to have been properly given when delivered by e-mail or personally during the normal business hours of the party to whom such communication is directed or upon receipt when sent by United States registered or certified mail, return receipt requested, postage prepaid to the appropriate one of the following addresses as may be designated by the appropriate party; however, each party has a right to designate a different address by giving the other party fifteen (15) days prior written notice of such designation:

If to RC/AMA:

_____. Texas _____

If to CITY:

Director of Parks and Recreation
City of Rowlett
P.O. Box 99
4701 Rowlett Road
Rowlett, Texas 75030-0099

- 2.05 ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties hereto, and no other oral or written commitments shall have any force or effect if not contained herein.
- 2.06 SEVERABILITY: In case one (1) or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereto: and this Agreement shall be construed as if such invalidity, illegality or unenforceable provision had never been contain herein.
- 2.07 AUTHORITY: The undersigned officers and/or agents are authorized to execute this contract on behalf of the partied hereto, and each party hereto certifies to the other that

any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

- 2.08 ANNUAL FINANCIAL REPORT: RC/AMA shall provide the CITY with an annual financial report. A financial report shall also be provided within ninety (90) days of expiration of this Agreement.

III. TERMINATION

- 3.01 Either party may terminate this Agreement with or without cause, by giving sixty (60) days prior written notice of the date of termination to the other party. However, the CITY may immediately terminate this Agreement without prior notice and revoke the license granted hereunder at any time if the CITY, in its sole discretion, determines that continued flight operations or RC/AMA activities constitute, create or maintain an unbreakable risk of harm or a public nuisance, or if RC/AMA or any member materially breaches any term or provision of this Agreement or any rule intended for the safety and protection of persons or property. RC/AMA agrees to reimburse the CITY for any damages caused to the Flying Field by its removal of permanent improvements and personal property, if such permanent improvements and personal property were added without the express written consent of the CITY. Removal of personal property or improvements shall be subject to the terms contained herein. However, all personal property and improvements remaining on the subject real property ninety (90) days after the date of termination shall become the personal property and improvements of the CITY.
- 3.02 Enforcement of this Agreement shall be through periodic monitoring by the City. Violations of this Agreement or failure to comply with all the provisions set forth in this Agreement may result in termination by the CITY of any and all privileges set forth herein.

IV. REMEDIES

- 4.01 No right or remedy granted or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Agreement may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement. .

V. APPLICABLE LAW

- 5.01 This Agreement is governed by the laws of the State of Texas. Exclusive venue for any action shall be in the state courts of proper jurisdiction of Dallas County, Texas. Nothing

contained in this Agreement shall be deemed to be a waiver or noncompliance with any CITY ordinance applicable to the activity of the licensee.

**VI.
SUCCESSORS AND ASSIGNS**

6.01 This Agreement is binding on and inures to the benefit of the successors and assigns of the parties to this Agreement. RC/AMA shall not assign, sublet, subcontract or transfer this Agreement or the privileges granted herein without the prior written consent of the CITY.

**VII.
RECITALS AND ATTACHMENTS**

7.01 The recitals and attachments to this Agreement are incorporated herein for all purposes as if set out herein verbatim.

**VIII.
TERM**

8.01 The term of this agreement will be for two years beginning on February 1, 2010, and will automatically renew for successive one (1) year periods every February 1st thereafter, unless sixty (60) days prior to any renewal date, either the City or RC/AMA requests changes to the agreement.

**IX.
EXECUTION**

9.01 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

Executed between the parties on the 17th day of June, 2010.

**ROWLETT CHAPTER # 4440 OF THE
ACADEMY OF MODEL AERONAUTICS**

By: James Mc Lee Jr., President

ATTEST:

By: Susie Quinn
Susie Quinn
City Secretary

CITY OF ROWLETT, TEXAS

By: Lynda Humble
Lynda Humble
City Manager

APPROVED AS TO FORM:

By: _____

David M. Berman, City Attorney

EXHIBIT "A"

(CITY PARKS & FACILITIES TO BE USED BY RC/AMA)

Springfield Park in the area designated by the CITY

EXHIBIT "B"
City of Rowlett
ACCIDENT/INCIDENT REPORT

Name:	Date and Time Accident/Incident Occurred:
Address:	Date and Time Accident/Incident Was Reported:
Telephone:	
Organization:	
Names of Witnesses:	Addresses and Telephone Numbers of Witnesses:
Description of Accident/Incident (What happened?) Person Received Medical Attention? Yes/No	
Cause of Accident/Incident:	

Have you addressed the "Five W's" and the "H" required for an accident/incident investigation? (Who, What, When, Where, Why, and How?)

EXHIBIT "C"

**City of Rowlett
REPORT OF UNSAFE CONDITION FORM**

COMPLETE SECTION BELOW AND GIVE TO PARKS DIVISION MANAGER:

Organization: _____

Name: _____

Address: _____

Telephone: _____

Location: _____

Hazard or Problem: _____

Required Repairs: _____

**PARK CREW LEADER COMPLETES SECTION BELOW AND GIVES TO PARKS
DIVISION MANAGER:**

Park Crew Leader: _____

Date Received: _____

Action Taken: _____

Date Action Was Taken: _____

PARKS DIVISION MANAGER/DIRECTOR REVIEW:

Date Received: _____ Type of Hazard: _____

Manager/Director Reviewing Condition: _____

Review Comments/Action to Correct: _____

Signature of Parks Division Manager