

## MEMORANDUM OF AGREEMENT

### PREAMBLE

For consideration of use of the airfield at Lake Whitney State Park by Whitney Area Miniature Aircraft Club for model aviation flight activities, the Texas Parks and Wildlife Department (hereinafter referred to as the "Department") and the Whitney Area Model Aircraft Club (hereinafter referred to as the "Association"), each entity acting by and through duly authorized officers, enter into the following MEMORANDUM OF AGREEMENT.

WHEREAS, the Department is an agency of the State of Texas responsible for acquiring, maintaining and operating a system of public parks for the benefit of the people generally; and

WHEREAS, the Department, on behalf of the State of Texas, operates Lake Whitney State Park (hereinafter referred to as the "Park"), which is operated by the State Parks Division and which is managed for the benefit of the people of Texas; and

WHEREAS, the main purpose of the Association is to assist with the programs and projects of the Park and increase visitation and income by providing additional outdoor recreational opportunities in the form of model aircraft aviation.

NOW THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

### I. PURPOSES OF THE AGREEMENT

Jointly, the Department and the Association understand their purposes to be:

- A. To preserve and protect the natural and cultural resources of the park.
- B. To provide additional outdoor recreational opportunities
- C. To provide for the enjoyment and safety of visitors.

### II. ORGANIZATIONAL REQUIREMENTS:

The Association agrees that it will use its best efforts, in good faith to observe and comply with the following requirements and will continue to do so during the entire term of this Agreement:

- A. That it will comply with all rules, regulations and laws now in effect or which may be promulgated during the term of this Agreement by the Department or by any municipality, county, state, or federal authority having jurisdiction including but not limited to Texas Parks & Wildlife and US Army Corps of Engineers.
- B. That it will pay all normal entrance and use fees when entering the park at any time.
- C. That vehicle parking will be limited to the old taxiway and no closer than 125 feet from the center line of the runway. The Park Superintendent or his representative may further limit parking at any time.
- D. That any and all conflicts with park visitors, Texas Parks & Wildlife, US Army Corps of Engineers, and Texas Department of Transportation Aviation Division will be resolved in favor of the other party
- E. That structures to support operations at a location and of a type approved in advance by the Park Superintendent may be built at no cost to the State. No structure may be built closer than 125 feet from the center line of the runway. Any structures constructed become property of the State of Texas. The Association will be responsible for maintenance of any structure constructed.
- F. That all liability for personal injury or property damage assumed by Whitney Area Miniature Aircraft Club and Texas parks & Wildlife, US Army Corps of Engineers, and their employees are released from any liability. Liability insurance of at least one million dollars will be maintained and a copy of said insurance policy will be available to Texas Parks & Wildlife.
- G. That each member will be given a copy of this Agreement.
- H. That the Department designee will be an ex-officio representative on the managing board of the Association. The designee will be notified of all meetings of the Association, its general membership, managing board, and committees in advance so that ample opportunity to attend is granted and the ex-officio representation made effective.
- I. All pilots must be a current member of Academy of Model Aeronautics (AMA) or under the immediate supervision of an AMA instructor and covered by appropriate liability insurance.
- J. That non-members, park visitors, have access to the airfield for personal use of approved model aviation. Park visitors shall comply with all fees, rules, regulations and laws now in effect or which may be promulgated by the Department or by any

municipality, county, state, or federal authority having jurisdiction including but not limited to Texas Parks & Wildlife and US Army Corps of Engineers.

### III. NON-ASSIGNABILITY

This Agreement or any part hereof or the administration or performance of any activity or service performed by the Association hereunder cannot be assigned or sublet, contracted away, or in any manner transferred without prior written consent and full approval by the Department.

### IV. NON-DISCRIMINATION

A. The Association will not discriminate in its employment or membership practices against any individual because of race, color, religious creed, ancestry, age, sex, national origin, or disability.

B. The Association will comply with the requirements of the Texas Commission on Human Rights Act, Tex. Rev. Civ. Stat. Ann, Article 5221k as amended, and will not deny to any person because of his or her race, color, sex, religious creed, ancestry, national origin, or handicap or disability any of the accommodations, advantages, facilities, or privileges of the premises or made available in connection with activities conducted on the premises.

C. The Association will comply with all other applicable provisions of the Texas Commission on Human Rights Act, Tex. Rev. Civ. Stat. Ann., Article 5221k as amended.

### V. TERMINATION

Either party will have the right to terminate this Agreement upon three months' written notice to the other. Upon termination of this Agreement or upon dissolution of the Association, all assets of the Association raised for the benefit of the Park or in connection with activities conducted on the premises will become the property of the Department, if so desired by the Department, without consideration therefore. Any such funds received by the Department will be deposited in the Department's account and will be used exclusively for the development of the Park.

### VII. NOTIFICATION AND COMMUNICATION

Written communication shall be addressed as follows:

If to the Park:

Park Superintendent  
Lake Whitney State Park  
PO Box 1175  
Whitney, TX 76692

If to the Association:

President  
Whitney Area Miniature Aircraft Club  
PO Box 1427  
Whitney, TX 76692

#### VIII. INTEGRATION

This Agreement sets forth the entire agreement and understanding among the parties relating to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings not specifically set forth herein. This Agreement may not be modified or changed other than by an agreement in writing executed by all of the parties hereto.

#### VIV. CONSENT TO BREACH NOT WAIVER

No term or provision of this Agreement will be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by an authorized representative of the Department. Any consent by the State to or waiver of a breach by the Association, whether express or implied, will not constitute a consent to or waiver of or excuse for any other different or subsequent breach.

#### X. TERM OF AGREEMENT

This agreement takes effect upon signing and expires on December 31, 2016.

ATTEST: WHITNEY AREA MINIATURE AIRCRAFT CLUB

By: \_\_\_\_\_

John Miller

President

ATTEST: STATE OF TEXAS

TEXAS PARKS AND WILDLIFE DEPARTMENT

By: \_\_\_\_\_

Patrick Schutz

Park Superintendent