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PARK AND RECREATION DEPARTMENT

AN AGREEMENT BETWEEN THE COUNTY OF MECKLENBURG, HEREIN THE COUNTY, AND THE WAYMER AEROMODLER CHAPTER OF AMA (WACAMA), HEREIN THE CONTRACTOR, FOR THE OPERATION OF THE WAYMER FLYING FIELD AT DAVID B. WAYMER PARK ON HOLBROOKS ROAD, HUNTERSVILLE, NORTH CAROLINA.

In consideration of the mutual promises and conditions stated below, and in recognition of the CONTRACTOR's role as an independent CONTRACTOR and not as an employee of the COUNTY, does with the COUNTY agree as follows:

I. DUTIES OF THE CONTRACTOR:

- A. The CONTRACTOR shall operate Waymer Flying Field for aero modeler events including races, practices, open flying and other aero modeler related activities. CONTRACTOR shall operate the facility per Academy of Model Aeronautics (AMA) guidelines where applicable;
- B. The CONTRACTOR shall be responsible for and entitled to the use of Waymer Flying Field during all normal operating hours of David B. Waymer Park and at other times which may be approved by COUNTY. CONTRACTOR is responsible for determining and posting hours the Waymer Flying Field will be open for public use. The CONTRACTOR shall be responsible for the use of Waymer Flying Field any hours that a CONTRACTOR authorized flyer is using the field. Those responsibilities include opening the park gates during use of the field; closing and locking the park gates upon leaving the field.
- C. The CONTRACTOR shall use said facility for aero modeler related activities and no other purpose without the prior written consent of the COUNTY;
- D. This section reserved;
- E. The CONTRACTOR shall include the department seal and logo of the Park and Recreation Department on any and all promotional materials released on or after the endorsement of this agreement;
- F. The CONTRACTOR shall coordinate necessary arrangements for program needs with the COUNTY by written request at least two weeks in advance;
- G. The CONTRACTOR has had an opportunity to tour the facility and is aware of its condition and equipment available. Any equipment furnished by the CONTRACTOR

shall be brought in, installed, and removed at the CONTRACTOR's sole expense.

- H. The CONTRACTOR shall replace any of the COUNTY's equipment, which is destroyed, stolen or damaged as a result of the CONTRACTOR's use during the CONTRACTOR's hours of operations. The COUNTY shall not be liable for theft of or damage to the CONTRACTOR's equipment or other personal property;
- I. The CONTRACTOR shall make no repairs, alterations or additions to COUNTY property and/or grounds without the written permission of the COUNTY;
 - 1. No signs or other materials may be affixed to any portions of the facilities by nails, tacks, tape or other materials which penetrate, cause paint to be removed from, or otherwise damage the structure or its surfaces;
 - 2. Structures other than tents are not to be erected nor are vehicles to be parked in areas other than those designated and agreed to by the COUNTY;
- J. The CONTRACTOR agrees to deliver the premises at the expiration of the Contract in as good order and condition as at the beginning of the term of the contract, except for ordinary wear and tear;
- K. Except for the regular staff supplied and directed by the COUNTY and any sub-contracted workers on behalf of the COUNTY, the CONTRACTOR is responsible for obtaining volunteers and paying for all help needed in connection with its operations and events.
- L. All park exits must remain open at all times during the CONTRACTOR's use;
- M. The CONTRACTOR agrees to abide by all ordinances and regulations of the Mecklenburg County Park and Recreation Department, and any other governmental laws and regulations applicable to use of said premises;
- N. This section reserved.
- O. In the event inclement weather, pending adverse weather conditions, or any other conditions that may arise that would place the participants, staff, volunteers etc. in jeopardy, the CONTRACTOR agrees that the COUNTY may make the decision whether to postpone or cancel the event or close the park;
- P. The CONTRACTOR shall provide the following:
 - 1. Provide operational maintenance support personnel for the upkeep of the facility and adjacent grounds for every event and during operational hours. CONTRACTOR will get refuse to COUNTY provided trash containers
 - 2. Provide updated language for rules and regulation signs that pertain to Academy of Model Aeronautics AMA Safety Code and field specific requirements. Signs will be approved and purchased by COUNTY.
 - 3. Provide COUNTY with a tentative event schedule in January for the calendar year.
 - 4. Conduct appropriate inspections of the facility so that the facility will be clean and safe for participants and spectators
 - 5. Will allow COUNTY usage of the facility at any time pending no interference

- with any scheduled event.
6. Provide the COUNTY with a two liaison people for communication and emergency along with a phone numbers.
 7. Will provide a quarterly report of estimated facility visitors.
 8. Agree to pay for Off-Duty Security for any events the COUNTY deems necessary.
 9. Shall address organization/spectator issues immediately.

Q. Failure to comply with any provision of this contract will be grounds for immediate cancellation of the contract. For instance, CONTRACTOR's failure to abide by rules, regulations or instructions;

II. HOLD HARMLESS, INDEMNITY AND INSURANCE

A. CONTRACTOR's Indemnification. CONTRACTOR agrees to indemnify, defend and save harmless the COUNTY and its agents, officers and employees from and against any and all liability, expense (including defense costs and legal fees) and claims for damages including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with CONTRACTOR's operations or its services hereunder, including any Worker's Compensation suits, liability or expense, arising from or connected with services performed on behalf of CONTRACTOR by any person pursuant to this Agreement except to the extent that such bodily injury, death, personal injury or property damage arises from or is connected with the COUNTY'S operations or services. CONTRACTOR's duty to indemnify the COUNTY shall survive the expiration or other termination of this Agreement.

Provided that CONTRACTOR procures and maintains such insurance as is required by this Agreement, at such times as such insurance is in effect, CONTRACTOR's liability shall be limited to the amount of such insurance, including deductibles.

B. COUNTY's Indemnification. COUNTY agrees to indemnify, defend and save harmless CONTRACTOR, its agents, officers and employees from and against any and all liability, expense (including defense costs and legal fees) and claims for damages including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with COUNTY's operations or its services hereunder, including any workers compensation suits, liability or expense, arising from or connected with services performed on behalf of COUNTY by any person pursuant to this Agreement, except to the extent that such bodily injury, death, personal injury or property damage arises from or is connected with CONTRACTOR's activities. COUNTY's duty to indemnify CONTRACTOR shall survive the expiration or other termination of this Agreement.

C. CONTRACTOR's Insurance. CONTRACTOR shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance covering its operations. Such insurance shall be provided by insurer(s) satisfactory to the COUNTY as approved by the COUNTY's Risk Management Division and evidence of such programs satisfactory to the COUNTY shall be delivered to the COUNTY on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain the express condition that the **COUNTY is to be given written notice of at least ten (10) days in advance of any modification or termination**

of any program of insurance. Such insurance, with the exception of Workers' Compensation insurance, shall be primary to, and not contributing with any other insurance maintained by COUNTY, **and shall name the COUNTY as an additional insured:**

Commercial General Liability: Insurance endorsed for Independent CONTRACTOR, Professional Liability, Premises-Operations, Products/Completed Operations, Contractual, bodily injury and property damage with a combined single limit of not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence.

III. LIMITATIONS:

- A. CONTRACTOR may assess annual, special event and program participant fees as may be required for aero modeler related activities;
- B. The CONTRACTOR shall abide by the Mecklenburg County Department of Environmental Health rules for provision of food for the public.
Permit(s) are required.
- C. The CONTRACTOR shall insure no sales, public demonstrations or other activities are allowed that do not use appropriate concessionaires, vendors, or other contractors who are under license by COUNTY;
- D. The CONTRACTOR shall not sell, provide, cause or allow alcoholic beverages at the park;
- E. The CONTRACTOR shall not transfer or sub-lease this contract to other interested parties;
- F. Programs and activities conducted by the CONTRACTOR will be available to all participants without regards to race, religion, national origin, sex, or disability;
- G. Either party may terminate this agreement with sixty (60) days written notice for any reason.
- H. Any changes to this contract must be mutually agreed upon by both parties and must be incorporated by written amendment to this contract.

IV. DUTIES OF THE COUNTY:

The COUNTY, in consideration of the above, agrees to:

- A. Allow CONTRACTOR exclusive operation of Waymer Aeromodeler Flying Field at David B. Waymer Park;
- B. Insure the facilities and grounds are clean and safe to include mowing of the turf, getting refuse from trash cans to dumpsters;

- C. Repairing vandalism and damage to property as a result of acts of God.
- D. Provide a port a jon and signage referenced in I.P.2.

V. METHOD OF PAYMENT:

In recognition of the recreational value provided to the public by the CONTRACTOR's operation of the Waymer Flying Field, no rental fees will be charged, however, CONTRACTOR agrees to reimburse COUNTY for any expenses incurred. Such reimbursement will be due by the 15th of the month after the expense was incurred.

VI. TERM OF THIS AGREEMENT:

The term of this agreement will be from January 1, 2010 until December 31, 2010 except that, providing that CONTRACTOR has fulfilled all requirements of this agreement, COUNTY and CONTRACTOR may extend this agreement on a year to year basis as may be agreed upon.

IN WITNESS WHEREOF, THE PARTIES HAVE DULY EXECUTED THIS CONTRACT AS OF THE DATE SHOWN BELOW:

CONTRACTOR:

COUNTY:

Waymer Aeromodler Chapter of AMA
(Print CONTRACTOR Name)

Division Director

BY: _____
(Signature)

(Address)

Contracts Supervisor

(City, State, Zip)

(Area Code, Phone/ Fax Num.)

P&R Department Director/Designee