

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

MODEL AIRPARK AGREEMENT

THIS AGREEMENT is made and entered into by and between the County of Fort Bend (hereinafter referred to as "County") and the Fort Bend Radio Control Club (hereinafter collectively referred to as "F.B.R.C.").

WHEREAS, the County desires to provide County property for the operation of a Model Airpark; and,

WHEREAS, the use of County property for a Model Airpark is in the public interest; and,

WHEREAS, F.B.R.C., an experienced and qualified radio-control organization, desires to use the County property for the operation of a Model Airpark; and,

WHEREAS, County and F.B.R.C. recognize that any activity on County property must be conducted in the best interest and safety of all participants; and,

WHEREAS, the County shall supervise the activities of F.B.R.C.

NOW, THEREFORE, in consideration of mutual covenant set forth herein, the parties hereto agree as follows:

**ARTICLE I
SCOPE OF SERVICES**

- A. The County agrees to assign F.B.R.C a section of Fort Bend County Engineering property located at 1135 Spur 359 designated as "Model Airpark," as shown in Exhibit "A" for use by members of F.B.R.C. and Fort Bend County residents to operate radio-control models.
- B. F.B.R.C. shall administer the "Model Airpark" area, provide on-site supervision during the times, which their models are operating, and shall post the area accordingly with rules and regulations pertaining to the use of radio-controlled models.
- C. At the times that this area is in use and being supervised by F.B.R.C., 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 F.B.R.C. F.B.R.C. 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 and rules and regulations.

**ARTICLE II
TERM AND COMPENSATION**

- A. The term of this Agreement will be from the date of execution by the last party hereto until midnight on September 30, 2010, and continuing thereafter until terminated by a party.

- B. In consideration of the supervisory services and capital improvements to be provided by F.B.R.C. pursuant to the terms of this Agreement, the County hereby agrees to grant F.B.R.C., its members and guests the right to use the "Model Airpark" facilities free of rent as a radio-controlled model field.

ARTICLE III COUNTY SAVED HARMLESS

- A. F.B.R.C. agree 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 goods, chattels, or any other property that may be in or upon the areas or premises to be used by F.B.R.C., whether belonging to the County or others, which results from the flying of their model aircraft in the respective area and under their supervision during the term of this Agreement and the times during which this area is in use by F.B.R.C. F.B.R.C. shall take proper care, safety, and health precautions to protect the County, the public, and the property of others. F.B.R.C. hereby agrees to indemnify County, defend it against and hold it harmless from any and all claims, demands, and causes of action arising out of the use of the premises as a radio control model 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 F.B.R.C., either individually or collectively, in connection with any functions, operations or activities contemplated or referenced herein

ARTICLE IV INSURANCE

- A. F.B.R.C. shall furnish certificates of insurance to County evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of F.B.R.C., name of insurance company, policy number, term of coverage and limits of coverage. F.B.R.C. shall cause its insurance companies to provide County with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. F.B.R.C. shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
1. Model Aeronautics Liability Insurance, on an occurrence form, with the County as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general policy aggregate.
- B. County and the County Commissioners shall be named as additional insured to all required coverage. Any policy written on behalf of F.B.R.C. shall contain a waiver of subrogation in favor of County and County Commissioners.

ARTICLE V LICENSES AND RESPONSIBILITIES OF F.B.R.C.

- A. F.B.R.C. shall be solely responsible for obtaining and necessary licenses and for complying with any applicable federal, state and municipal laws, codes and regulations in connection with the use of the "Model Airpark."
- B. F.B.R.C. agrees to maintain the "Model Airpark" area in a clean and undamaged state and shall have the right to make minor repairs (such as repairing depressions which result from settling) 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 F.B.R.C. with the assistance of the varied County departments when that assistance is available. Changes, alterations or construction plans concerning the "Model Airpark" shall be submitted to the County Facilities Coordinator for approval and shall be permitted only with the express written consent of the County.

ARTICLE VI TERMINATION

Either party may terminate this Agreement, with or without cause, which shall be effected by delivery to the other party of a written Notice of Termination thirty (30) days in advance of said termination. If emergency public use is required, Notice of Termination shall be given at least twenty-four (24) hours in advance of said termination.

ARTICLE VII ASSIGNMENT

Neither this Agreement nor any interest therein, nor shall any claim hereunder, be assigned or transferred by F.B.R.C., except as expressly authorized in writing by the County.

ARTICLE VIII NON-DISCRIMINATION

F.B.R.C. hereby certifies that they do 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 IX INDEPENDENT CONTRACTORS

F.B.R.C. 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 F.B.R.C. be considered sub-agents of the County.

ARTICLE X NOTICE

Any notice required or permitted hereunder to be given shall be sent postage prepaid, addressed to:

To County:

Fort Bend County
301 Jackson, 7th Floor
Richmond, Texas 77469
Attn: Robert E. Hebert
County Judge

To F.B.R.C.:

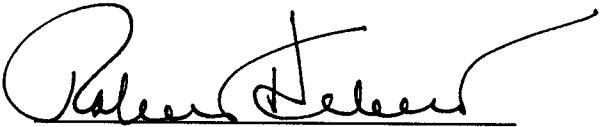
Fort Bend Radio
Control Club
Attn: Linward Moore
P. O. Box 667
Sugar Land, Texas 77478

**ARTICLE XI
ENTIRE AGREEMENT**

- A. This Agreement contains all of the agreements and conditions made between the parties and may not modified orally or in any other manner other than by written agreements signed by all the parties or their respective successors in interest.
- B. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

IN WITNESS WHEREOF, the County and F.B.R.C. have executed this Agreement on the _____ day of _____, 2010.

FORT BEND COUNTY, TEXAS

By: 
Robert H. Hebert, County Judge

ATTEST:


Dianne Wilson, County Clerk

Date: 5-4-2010

FORT BEND RADIO CONTROL CLUB

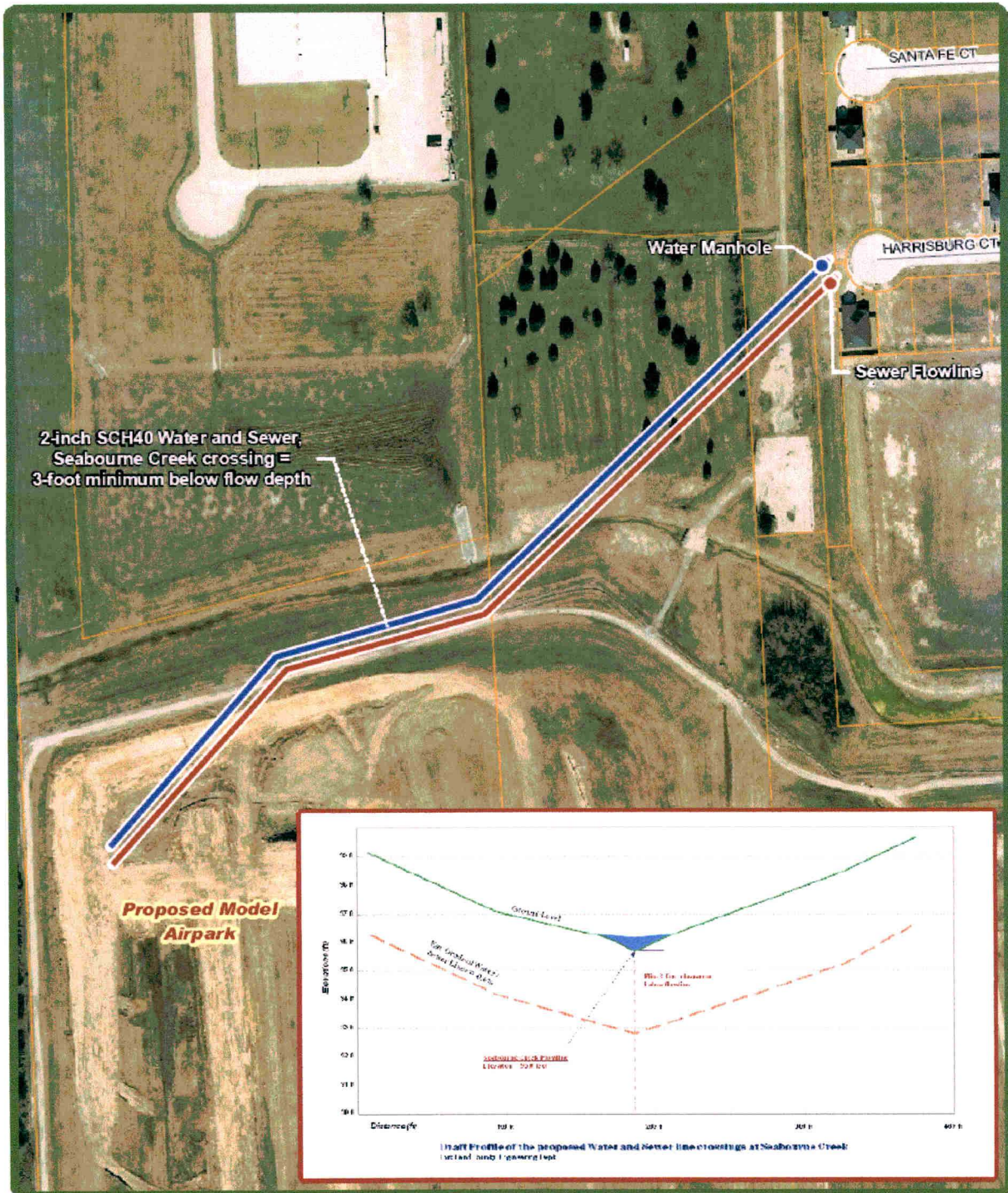
By: 

Title: President - Fort Bend RC Club

Date: 31-March-2010

MTR: Model Airpark Agreement 3909 (03292010)

Exhibit A



Proposed Model Airpark: Water & Sewer Line layouts and creek flowline profile

Map Date = October 2009
Map Scale = 1 inch : 200 feet