

Agreement/Contract (2009-)

This **Agreement** is entered into on this day of _____, 20__; between **Amtgard: Kingdom of the Burning Lands, Inc.** and “_____” hereinafter referred to as “**Grantee.**” Under specific terms contained herein, Amtgard: Kingdom of the Burning Lands, Inc., a Texas Non-profit Corporation hereinafter referred to as “**Amtgard, Inc.,**” which holds all applicable copyrights, agrees to allow the Grantee use of the name Amtgard and the live action, role-playing system. Providing that all terms of this Agreement are met, the Grantee shall, in perpetuity, be permitted the use of the Amtgard name and role-playing system and enjoy the rights and privileges of an Amtgard Group.

Terms of Agreement

The Grantee agrees to:

1. Operate a non-profit group with governmental recognition. All proceeds gained from dues, sales of publications, special events, etc., must be used for the furtherance of the contracted group. At no time may any monies gained by the contracted group be used for personal profit.
2. Abide; without deletion, addition, or alteration; by the Amtgard Rules of Play, the Burning Lands Corpora (or sponsoring kingdom corpora, if applicable), and all ratified agreements by the Circle of Monarchs. While special events may warrant the creation of special rules, regular events must utilize the Official Amtgard Rules of Play.
3. Appoint, through fair and equitable means; whether competition, election, or other method; officers as described in the Burning Lands Corpora (or sponsoring kingdom Corpora, if applicable), for the appropriate group size.
4. Abide by all laws, whether local, state, or federal.
5. Maintain a positive relationship with the authorities, with the general public, with other groups and organizations, and with other Amtgard groups.
6. Educate and enrich the membership and the public through demonstration, instruction, and creativity in the Fantasy, Medieval, or Ancient genres; arts and sciences or combat-based.
7. Refrain from producing any copyrighted materials without express written permission from the Board of Directors of Amtgard, Inc. (hereinafter referred to as the **B.O.D.**).
8. Hold Amtgard events on at least a biweekly basis. The events may be combative, competitive, or instructional, but must be related to Amtgard. These events must be open for participation to the entire membership of the Grantee’s group, members of other Amtgard groups, and non-members interested in joining.
9. Maintain records of attendance, a membership roster, accurate financial records, and records of awards and honors received by members. These records must be available for review by the Board of Directors of Amtgard, Inc. upon request.
10. Treat all members fairly and equally, without regard to sex, race, creed, color, national origin, religion, disability, or age. Such restrictions as must be placed for purposes of safety and reduction of liability must be fair and not discriminatory.

The Grantee may choose to seek status as a non-profit corporation. Upon meeting all governmental requirements, the Grantee may incorporate under the name of Amtgard: Chapter of “_____”, and elect a board of directors. The Grantee’s incorporation has no effect upon this agreement, and both parties remain bound under its terms and obligations. Incorporation is relevant to group size and status (Note that the criteria listed below do not apply to kingdoms already having signed older versions of this contract) (Note: groups sponsored under kingdoms other than the Burning Lands may be subject to the status requirements of the sponsoring kingdom, save for kingdom status which is bound by this agreement):.

- A A new group may become a shire upon signing, and approval, of this contract.

- B A group may become a barony after achieving all of the following criteria:
 - 1. One year of existence after initial contract approval by the B.O.D.
 - 2. Average yearly attendance of twenty unique players per meeting.
 - 3. Approval of the Monarch of the sponsoring kingdom.

- C. A group may become a duchy after achieving all of the following criteria:
 - 1. Three years of existence after initial contract approval by the B.O.D.
 - 2. Average yearly attendance of forty unique players per meeting.
 - 3. Approval of the Monarch of the sponsoring kingdom.

- D. A group may become a kingdom after achieving all of the following criteria:
 - 1. Five or more years of existence after initial contract approval by the B.O.D.
 - 2. Average yearly attendance of seventy-five unique players per month.
 - 3. Approval of the Monarch of the sponsoring kingdom.
 - 4. Achievement of non-profit corporate status.
 - 5. Approval and agreement by the B.O.D. that the Grantee has adhered to all terms of this Agreement.
 - 6. Kingdoms must allow all sub groups under them to participate in all Amtgard functions as defined by their NPO status (including elections and running for kingdom offices).
Kingdoms may not form within one hundred and fifty miles of another kingdom’s crown lands (defined as the city where the kingdom’s first monarch held office). Kingdoms have all rights and responsibilities as listed in the Burning Lands Corpora (or in the kingdom corpora approved at the time kingdom status was granted the group for as long as it does not violate the tenets of this Agreement or the Kingdom Agreement.) (This includes awarding knighthood, permanent titles of viscount and above, orders above 8th level, etc.)
 - 7. Approval of the Circle of Monarchs.

Amtgard, Inc. agrees to:

1. Grant permission for use of the Amtgard name and role-playing system in perpetuity for as long as the Grantee meets the terms of this Agreement.
2. Provide online, printable copies of the Rules of Play, the Corpora of Laws, and sundry supplemental documents used to facilitate play of the Amtgard role-playing system. The Grantee may resell these publications to its members, without alteration, at a cost no greater than 10% above the price paid by the Grantee.
3. Provide copyright-free forms for copying and use for maintenance of attendance and other records.

Liability

Amtgard, Inc., its officers and members, accept neither liability nor responsibility for the actions of, or any injury to, any member or officer of the Grantee's group.

The Grantee undertakes the formation of an Amtgard group under its own recognizance, and its members participate in the Amtgard role-playing system by choice and at their own risk.

Termination of Agreement

The Grantee may choose at any time to terminate this Agreement. A letter detailing the reasons for termination must be sent by registered mail to the President of the Board of Directors of Amtgard, Inc (PO Box 640186 El Paso, Texas 79904) within thirty days. Copies of all records, including a full accounting of the distribution of assets, must be forwarded to the President of the Board of Directors of Amtgard, Inc. If the Grantee has not incorporated, the letter must be signed by the two highest ranking officers remaining in the group with an accompanying althing vote tally approving the dissolution. If incorporated, the letter must be signed by a quorum of board members, or by the President, with an accompanying resolution by the board. The Board of Directors of Amtgard, Inc. may, at their sole discretion, choose to form a new Agreement with any members of a terminated group who desire to remain active Amtgard members. Failure to comply with any term of this Agreement by the Grantee will constitute a material breach of this Agreement, and may result in the termination of this Agreement by Amtgard, Inc. A letter detailing the reasons for termination must be sent by registered mail to the highest officer of an unincorporated group, or the Board President of an incorporated group. Within thirty days of receipt of such letter, copies of all records, including a full accounting of the distribution of assets must be forwarded to the President of the Board of Directors of Amtgard, Inc.

Distribution of Assets

Immediately upon the termination of this Agreement, all assets must be eliminated in a fair and legal fashion. Such elimination of assets must be completed within thirty days of termination of this Agreement, at the end of which period a full report must be forwarded to the President of the Board of Directors of Amtgard, Inc. as previously described. Options for elimination of assets include:

1. Use of cash on hand for the sponsorship of a final special event.
2. Contribution of cash assets and/or capital property to a legally recognized non-profit charitable organization.
3. Return of dues to members who paid them, return of capital properties to donors, equal redistribution of special event profits to members who purchased tickets to the event, etc.

Whatever method used must be in compliance with all applicable laws and reported in detail to Amtgard, Inc. within thirty days of termination.

Responsible Parties

Signatures recorded below are for individuals who warrant that they are authorized representatives of the Grantee or Amtgard, Inc. This Agreement is binding upon the groups represented by these individuals, and shall remain in effect regardless of changes of officers or group membership.

Amtgard: Kingdom of the Burning Lands, Inc. **Amtgard: Chapter of “_____”**
(This side reserved for Amtgard Inc.)

By: _____
Signature *Date*

Title

By: _____
Signature *Date*

Position

By: _____
Signature *Date*

Title

By: _____
Signature *Date*

Position

City:

State:

- All contracts must be remitted by email to contracts@amtgardinc.com. If unable to do so, please contact the above email address in order to make arrangements.
- This contract is invalid if not accompanied by a legible copy of each applicant’s valid identification card (drivers license, ID, military ID, passport, et cetera) or notarized should copies be unavailable.
- Note: This contract is valid with a single signatory representing Amtgard Inc.