

## Kingdom Agreement/Contract (2008-)

This **Agreement** is entered into on this day of \_\_\_\_\_, 20\_\_\_\_; between **Amtgard: Kingdom of the Burning Lands, Inc.** and the Kingdom of “\_\_\_\_\_” 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 kingdom.

### 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 kingdom-level Agreement, and all ratified agreements by the Circle of Monarchs.
3. Appoint, through fair and equitable means; whether competition, election, or other method; officers as described either in the Amtgard Corpora, or the kingdom-level corpora approved at the time of this Agreement.
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.
7. Provide its populace with rulebooks, corpora, newsletters, supplements, etc. at a cost no greater than 10% above the price paid by the contracted kingdom.
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.
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.

**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 printable copies of the Rules of Play, Burning Lands Corpora, and other copyrighted publications. These forms are available at [www.amtgardinc.com](http://www.amtgardinc.com). The Grantee may resell these publications to its members 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.

**Provisions of Kingdom Status**

**Amtgard, Inc. confers the rights to:**

1. Alter the kingdom-level corpora that was approved at the time that kingdom status was granted, in any manner that does not conflict with or contradict the Rules of Play, this Agreement, or any ratified agreements by the Circle of Monarchs.
2. A single seat within the Circle of Monarchs (hereinafter referred to as the CoM).
3. Cast a single, equally weighted vote in all CoM meetings (either in person or by written proxy).
4. An equal voice of representation in the Rules Revision Process.
5. Grant any existing award, honor, or title (to include knighthood) at kingdom-level or below, to the members of the contracted kingdom, or its contracted subgroups, that does not conflict or contradict the Rules of Play, this Agreement, or any ratified agreements made by the Circle of Monarchs.
6. Create any award, honor, or title (excluding knighthood) that does not alter or affect the existing Ladder Awards and does not conflict or contradict the Rules of Play, this Agreement, or any ratified agreement made by the Circle of Monarchs.
7. Administer internal kingdom affairs (in game and mundane), and those of its subgroups, without interference so long as the policies created do not conflict with or contradict the Rules of Play, this Agreement, or any ratified agreement made by the Circle of Monarchs.
8. Sponsor contracted Amtgard groups below kingdom level. (Every group that wishes to use the name Amtgard, or use the Amtgard role-playing system, must have a valid contract with Amtgard Inc. before they can be sponsored by an Amtgard Kingdom.)
9. Copy and distribute any copyrighted materials to its members within the limits of this Agreement.

## **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 kingdom 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, or Amtgard Inc.**, 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. 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. 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 Board President of an incorporated kingdom. 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, group membership, or governing corpora.

**Amtgard: Kingdom of the Burning Lands, Inc.**

**Amtgard: Kingdom of “\_\_\_\_\_”**

By: \_\_\_\_\_  
*Signature* *Date*

By: \_\_\_\_\_  
*Signature* *Date*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Title*

By: \_\_\_\_\_  
*Signature* *Date*

By: \_\_\_\_\_  
*Signature* *Date*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Title*

- All contracts must be remitted by email to [contracts@amtgardinc.com](mailto: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)
- Note: This contract is valid with a single signatory representing Amtgard Inc.
- Note: This contract must be signed and remitted to Amtgard Inc within three (3) months of kingdom status approval.