

**MEMORANDUM OF AGREEMENT  
BETWEEN Port Townsend Silent Flight Association AND  
Fort Worden Public Development Authority**

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between **Port Townsend Silent Flight Association** (“PTSFA” or “User”) and the **Fort Worden Public Development Authority** (“FWPDA”). (Date above is last date of person signing this Agreement.)

In consideration of the mutual benefits to be conferred on the parties hereto, the parties agree as follows:

1. Area Subject to Agreement. Subject to the terms of this Agreement, FWPDA makes available to PTSFA the parade ground within Fort Worden State Park that is leased to FWPDA by Washington State Parks. This Agreement does not include other areas of the Fort Worden campus leased to FWPDA, or beaches, bluffs, or other area of the Park that are not leased to FWPDA and that remain under jurisdiction of Washington State Parks.

2. Terms in Memorandum of Understanding. Attached Exhibit A (“Memorandum of Understanding” dated March 26, 2015) incorporated by reference contains additional terms to this Agreement.

3. Additional Terms. In addition to the terms set forth in Exhibit A, the following terms apply. Where there is conflict in the terms in this paragraph and Exhibit A, the terms in this paragraph shall apply.

- a. Termination. The FWPDA or PTSFA may terminate this Agreement at any time for any reason.
- b. Signage. The following or similar shall be part of and added to the signage placed during flying sessions (per Signage in Exhibit A, at page 4):

*Violators are subject to personal liability and criminal trespass law enforcement.*

- c. Direction. PTSFA and its members shall immediately comply with all directives or orders from any staff member or representative of the FWPDA. Any questions as to the directive or order shall be referred only to the FWPDA executive director. For example, if a FWPDA representative directs a PTSFA member to cease flying, the order shall be complied with immediately, and any issue as to the order shall be taken up with the FWPDA executive director. This right to make directives or orders shall impose no liability on the FWPDA for any failure or omission to make any orders or directions, and FWPDA, its employees, or representatives have no duty or obligation to members of the PTSFA or the public to supervise any activity by PTSFA or its members.
- d. No Partnership. It is understood and agreed that nothing contained in this Agreement shall be considered as in any way constituting a partnership or employment relationship

between the FWPDA and PTSFA. PTSFA and its employees and members are not employees or agents of FWPDA.

- e. Non-discrimination. PTSFA and its employees, agents and subcontractors, if any, shall at all times comply with any and all federal, state or local laws, ordinances, rules or regulations with respect to non-discrimination and equal employment opportunity, which may at any time be applicable to the PDA by law, contract or otherwise, including but not limited to all such requirements which may apply in connection with employment or the provision of services to the public.
- f. Compliance with all applicable laws. PTSFA shall at all times in connection with performance of this Agreement, comply with any and all other applicable federal, state and local laws, rules, ordinances and regulations.
- g. Nonwaiver. Any failure by the FWPDA to enforce strict performance of any provision of this Agreement will not constitute a waiver of the FWPDA's right to subsequently enforce such provision or any other provision of this Agreement.
- h. Legal Fees. In any lawsuit between the parties with respect to matters covered by this Agreement, the prevailing party will be entitled to receive its reasonable attorney fees and costs in the lawsuit, in addition to any other relief that may be awarded.
- i. Applicable Law; Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action shall be in the Superior Court of Jefferson County.
- j. Assignment or Delegation. PTSFA shall not assign any of its rights or interest in this Agreement, nor delegate any of its duties hereunder to any other person, firm or entity without the express written consent of the PDA first being obtained.
- k. Modification. No modification of this Agreement shall be effective unless agreed to in writing and signed by the Parties.
- l. Complete Agreement. This Agreement together with the Attachments reflects the entire agreement of the parties relating to the subject matter thereof, supersedes all prior or contemporaneous oral or written agreements, or any understandings, statements, representation or promises, and is intended fully to integrate the agreement between the parties with respect to the matters described in this Agreement.
- m. Authority. The person signing below represents they have the authority to sign on behalf of and bind the entity to the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

**FORT WORDEN WASHINGTON  
PUBLIC AUTHORITY**

**PORT TOWNSEND SILENT FLIGHT  
ASSOCIATION**

By: \_\_\_\_\_  
David Robison, Executive Director

By: \_\_\_\_\_  
Name:  
Its:

Date: \_\_\_\_\_, 2015

Date: \_\_\_\_\_, 2015