



SPECIAL USE PERMIT

Palm Beach County hereby authorizes a special use permit for Palm Beach Radio Control Association (PBRCA), herein referred to as "Organization", for use of a portion of West Delray Regional Park, herein referred to as "Site", for a term of one year, provided the following terms and conditions are met by Organization:

General

1. The County shall cause the Site (as more specifically set out in Exhibit A, attached hereto and incorporated herein by reference) to be made available to Organization for use by Organization members as a radio control model aircraft flying field only and for no other purpose.
2. The Organization understands that this is County property and that under this Permit its use is only temporary. This Permit shall continue and be renewed every three (3) years or until terminated by either party by giving a thirty (30) day written notice of termination, except that the Permit shall terminate immediately and concurrently with the termination of the insurance coverage required in this Permit, or with any other breach of this Permit or other applicable state, local, county and federal laws and ordinances considered by the Department in its severity to warrant immediate termination of the Permit.
3. The Organization represents that it is a non-profit organization currently in good standing under Florida law.
4. The Organization, its members and guests shall comply with the requirements specified within this Permit and will be subject to periodic inspections by the Parks and Recreation Department, hereinafter referred to as "Department". Deficiencies or failure to comply with all requirements shall be grounds to temporarily suspend or permanently terminate this Permit at the sole discretion of the Director of Parks and Recreation, hereinafter referred to as "Department Director", or the Assistant Director of Parks and Recreation, hereinafter referred to as "Deputy Director", as designated by the Department Director.
5. All Organization members and guests shall be required to strictly follow and enforce all requirements of this Permit and, in general, good standards and practices for the safe and orderly use of the Site. The Department recognizes that the Site is open to the public and membership in the Organization is not required for the public to use the Site for radio control model aircraft flying. Reports to the Department of inappropriate use of the Site by members or non-members are welcome.
6. The Organization shall report any accidents/incidents involving injuries or property damage within 24 hours to the Parks and Recreation Department liaison with details of the incident, any photos and other pertinent information.
7. The Organization shall be responsible for the appropriate maintenance of the Site. Only Organization members are allowed to maintain the Site.

Maintenance and Site Improvements

8. The Organization shall, at all times during the use of the Site, maintain the paved runway, covered pit areas, worktables, aircraft stations, and portable restrooms and keep them clean and free of litter and refuse.



9. The Organization and the County shall work cooperatively to develop Site rules to be posted on Site. Site rules shall be reviewed periodically and amended as needed. Any Organization signs proposed for placement on the Site must have approval by the Department Director prior to posting and are allowed only in designated locations as determined by the Department.
10. Site improvements and alterations may only be placed upon the Site with prior written approval of the Department Director and in accordance with all other required associated permits (building, digging, etc.).
11. The Organization must submit complete Site improvement plans, including a list of proposed improvements, and an approximate time frame for their completion in writing to the Department Director, prior to the commencement of any improvements. The Department Director will provide a written response approving, denying or recommending changes to the plan within 30 days.
12. Site use is offered in "as is" condition with no responsibility or commitment from the County or the Department to make any changes or improvements, to remedy any patent or latent defects, if any, or to otherwise change or correct existing or future conditions of, on or at the Site.
13. The Organization shall design and construct and maintain the Site in a manner which keeps radio-controlled aircraft flying activities within the designated boundaries of the Site and protects the health and safety of park patrons and to minimize the impact of Organization activities on wildlife.
14. Temporary facilities may only be placed upon the Site with the prior written approval of the Department Director, and in accordance with all required associated permits.
15. Temporary improvements or alterations shall be removed by the Organization and shall be restored to its original or better condition by Organization upon termination or expiration of this Permit. All permanent improvements to the Site shall remain the property of Palm Beach County. Upon termination or expiration of this Permit, County shall not reimburse Organization for any improvements made to the Site.
16. The Organization may pay for an extension to the runway the Organization uses at the Site, but ownership in the runway and any improvements thereof shall remain vested with Palm Beach County. Upon termination or expiration of this Permit, the County shall not reimburse the Organization for any improvements made to the runway. The Organization must receive prior written approval from the Department Director prior to making any improvements, changes, or alterations to the runway.

Use of Premises

17. The Organization shall include equitable use opportunities for economically disadvantaged members of the public who are unable to pay membership fees.
18. The Organization shall comply with Palm Beach County Code Chapter 21, and the same as may be amended with respect to any and all rules, hours of operation, and/or any special event, activity or use occurring on or about the Site.
19. The Organization shall be permitted to use the Site during the hours between sunrise and sunset only, with the exception of special events that have received prior written approval from the Department Director.



20. The Organization shall not use the Site or allow the Site to be used for any purpose not authorized by this Permit or by any other groups, clubs, organizations, or persons without express written approval from the Department Director.
21. The Organization shall be required to strictly enforce all rules, regulations and safety procedures of the Organization and Palm Beach County with respect to Organization members and Organization guests.
22. The Organization shall require all members, guests, and visitors participating in radio control aircraft flying activities to sign a waiver releasing Palm Beach County from liability. The liability waiver must be approved by the Department.
23. The Palm Beach Radio Control Association Site is adjacent to other sites used by the Gold Coast Archers. The Palm Beach Radio Control Association may, from time to time, potentially share some Site and/or park amenities with this group, and agrees to work cooperatively with them for peaceful, quiet enjoyment and recreation.
24. Site users are required to maintain membership in the Academy of Model Aeronautics (AMA) and must have a valid AMA license in their possession while using the Site.
25. Site users are required to display at all times either a PBRCA Membership Card or PBRCA Airfield Pass while using the Site. All revenue generated from PBRCA Airfield Passes is dedicated solely to maintaining the RC airfields.
26. All aircraft shall remain within the flying field Site at all times. It is prohibited for radio-controlled aircraft to fly over and/or into the Arthur R. Marshall Loxahatchee National Wildlife Refuge (Conservation Area). Radio controlled aircraft are prohibited from designated no-fly zones, which include the Conservation Area, the established perimeter around the Conservation Area and the airspace above these areas. Every effort shall be made to eliminate the need to retrieve aircraft from these areas.
27. Model airplanes weighing more than 55 pounds must be built, inspected, and operated in compliance with the rules set forth in AMA's Large Model Airplane program (LMA). No aircraft exceeding 98 decibels at 25 feet shall be flown at the Site. All aircraft powered by internal combustion engines must be equipped with an effective silencing device.
28. Aircraft operating on anything other than battery power must be fueled in designated fueling/refueling areas. Contaminates shall not be introduced into natural areas.
29. The Organization shall prominently display code of conduct rules for its members and guests where applicable. All members and guests shall behave in a civil and respectful manner. Violators of this condition may be ordered to leave the Site and the Park by law enforcement officers and/or designated Department employees.
30. The Organization shall not commit or permit any reckless or dangerous conduct by Organization guests or members on the Site at any time. The Organization shall take all reasonable precautions for and shall be responsible for initiating, maintaining and supervising all programs relating to the safety of all persons and property affected by or involved in the performance of the Organizations operations or use under this Permit.



31. The use of drugs or alcoholic beverages on the Site is prohibited at all times. No person who is intoxicated or under the influence of drugs or alcohol is permitted to be on the Site.
32. The Organization must have an emergency action plan on file with the Department that details what actions your operation will take to prepare for a storm.
33. Under no circumstances shall wildlife be harassed or unduly disturbed by Club activities, members, guests, aircraft or equipment. Endangered, threatened and protected wildlife are protected by Federal law. West Delray Regional Park property users are required to know and abide by applicable laws and to exercise caution and good judgment to ensure protection of and curtail disruption of local wildlife.
34. The Organization shall not charge any admission to any person, or any vehicle, for entry to the Site without prior approval from the Department Director. Commercial activities are not allowed at the Site without prior written approval from the Department Director or Deputy Director.
35. Organization members and Organization member guests under the age of sixteen (16) must be chaperoned at all times with direct supervision of a least one (1) adult twenty-one (21) years of age or older who is an Organization member, for every five (5) children.
36. The Organization and its guests shall not prohibit or hinder Palm Beach County, its Administrator, Palm Beach County Parks and Recreation Department staff, Park Caretakers, or other duly authorized agents, or any peace officers from performing their official duties. The Organization shall ensure that they and all guests obey instructions from Department staff and Park Rangers.
37. No person shall use or possess firearms or trapping devices within any park property except in accordance with Florida Statutes or upon prior approval from the Department Director. Discharge of any firearm is strictly prohibited and will result in immediate termination of this Permit.
38. The Organization agrees that it shall promptly reimburse County for any and all costs or expenses incurred by County to repair, maintain, cleanup or secure the Site as a result of the Organization's failure to comply with any requirement of this Permit.

Special Events

38. The Organization shall coordinate with, and obtain prior written approval from, the Department's Special Event Staff for any special event activity occurring on the Site. A special event shall be considered any Organization activity or event for which the Organization is requesting the use of any Parks and Recreation property to host a group for a tournament, fundraising event, event for which a fee may be charged, or which may impact any entrances to the Park or parking not within the boundaries of the designated Site, or event which may significantly increase foot, bicycle or motor vehicle traffic into and out of the park. Requests for approval shall follow the Parks and Recreation Department's Policies and Procedures and be submitted in accordance with required deadlines. The Department's Special Events Staff shall have 15 business days to review the request and approve or deny same. Special events that will employ the use of outside vendors, tents, bleachers, dumpsters, port-o-lets, sound equipment, liquor licensing, generators, staking, etc. may have extensive deadline requirements of six (6) months or greater and shall be presented to the Department accordingly.



39. The Organization shall coordinate and cooperate with the Department's special events and activities conducted on the Site and may be required to temporarily suspend or cease its activities upon request, when such events warrant.
40. The Organization shall include indemnification language on event registration forms releasing Palm Beach County from liability (42). The liability waiver must be approved by the Department.

Insurance and Indemnity

41. The Organization shall procure comprehensive general liability insurance in a form acceptable to the County for the Organizations activities associated with the use of the Site. Such insurance coverage shall be in an amount of not less than \$1,000,000 of comprehensive general liability and shall name Palm Beach County Board of County Commissioners as an additional insured under the policy and shall require the insurer to give 30 days written notice to County before any cancellation of said policy. A certificate of insurance evidencing that such required insurance is in place shall be submitted to the County before the Organization shall be given any access to the Site, and this required insurance coverage shall be a continuous condition precedent to the continued use of the Site by the Organization. This Permit shall terminate immediately upon expiration, cancellation or non-renewal of the required insurance(s). Failure by the Organization to forward a current or updated certificate of insurance to the designated County representative prior to or upon the expiration date of the certificate on file with the County may result in termination of this Permit.
42. The Organization shall indemnify, defend and save harmless the County from and against any and all claims, suits, actions, damages and/or causes of action arising during the term of this Permit for any personal injury, loss of life, environmental contamination, and/or damage to property sustained in or about the Site and park premises and its appurtenant facilities by the Organization by reason, during, or as a result of the use of the Site by the Organization, its members, volunteers, participants, officials, agents, sponsors and invitees and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, attorney's fees, expenses and liabilities incurred in and about the defense of any such claim at trial or on appeal. In the event County shall be made a party to any litigation commenced against Organization or by Organization against any third party, Organization shall protect and hold Palm Beach County harmless and pay all costs and attorney's fees incurred in connection with such litigation, and any appeals thereof. Organization recognizes the broad nature of this indemnification provision and specifically acknowledges that Palm Beach County would not have entered into this Agreement without Organization's agreement to indemnify Palm Beach County and further acknowledges the receipt of good and valuable separate consideration provided by Palm Beach County in support hereof in accordance with the laws of the State of Florida. This provision shall survive expiration or termination of this Permit.



Miscellaneous

43. All Notices and other communications from either party to the other hereunder shall be in writing and shall be deemed received when delivered in person or upon the signing of receipt, by the party to whom notice is sent, where notice is deposited in the United States mail, postage prepaid, certified or registered mail (return receipt requested) addressed to the other party at the following respective addresses or at such other address as may be designated in writing. Additionally, notices and communications may be delivered via email or other electronic means. Electronic communications shall be considered received on the date and time they are successfully transmitted unless a delivery failure notice is received.

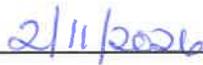
Palm Beach County Parks and Recreation Department
Attn: Kirk Brooks, Manager Support Services, Special Facilities Division
2700 6th Avenue South
Lake Worth, Florida 33461

John Scaduto, President
Palm Beach Radio Control Association
PO Box 480392
Delray Beach, FL 33448

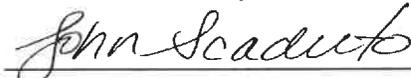
The signatures below acknowledge the Organization's understanding of and agreement with the conditions of this Permit.



Jennifer Cirillo, Director
Palm Beach County Parks and Recreation



Date



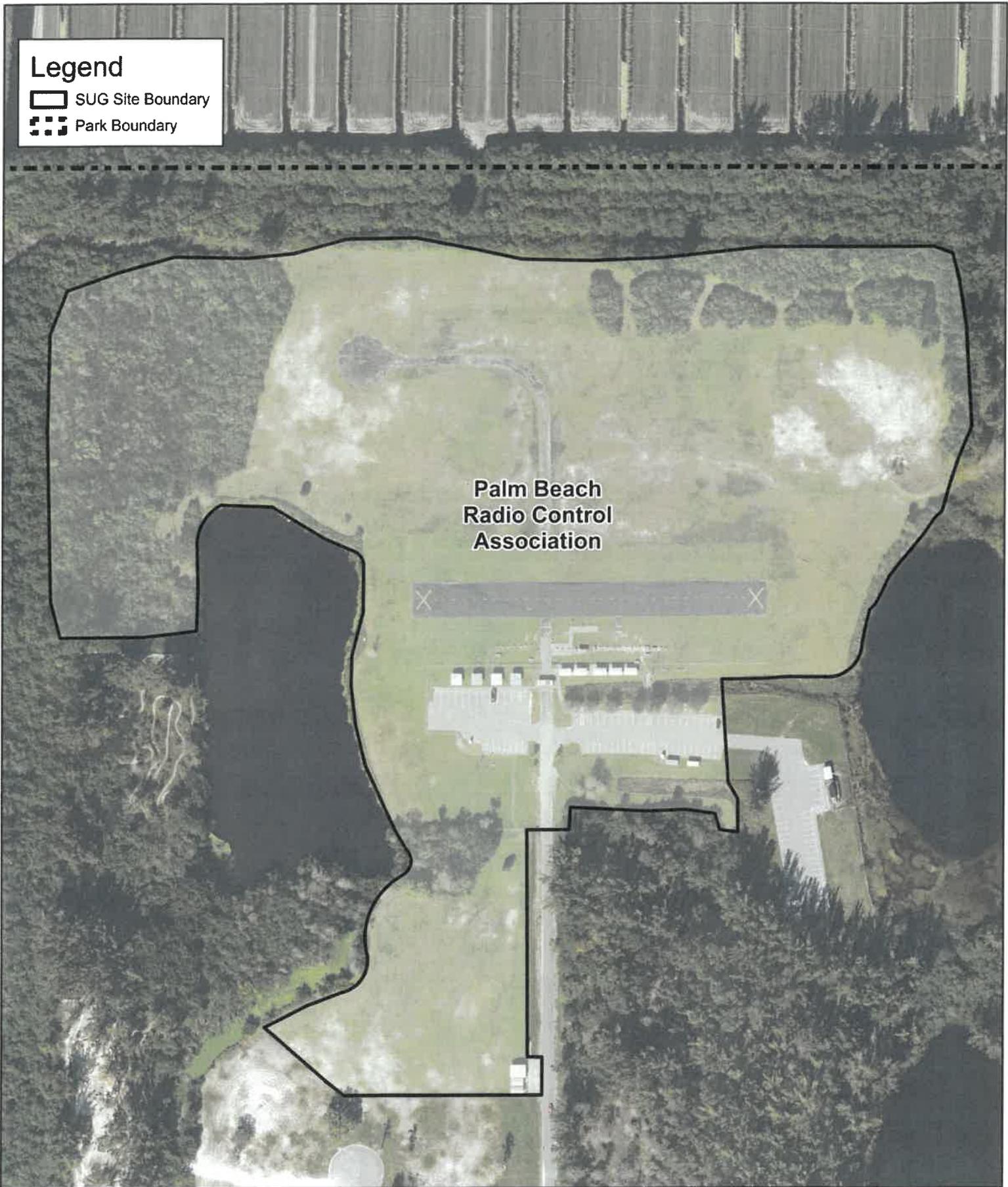
John Scaduto, President
Palm Beach Radio Control Association



Date

Legend

-  SUG Site Boundary
-  Park Boundary



Palm Beach
Radio Control
Association



West Delray Regional Special User Group Boundary Palm Beach Radio Control Association

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Palm Beach County Parks and Recreation
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