

DAGORHIR

CHAPTER CONTRACT

INTRODUCTION

(Please Print Legibly Throughout This Application)

This CONTRACT is entered into between Dagorhir Battle Game Association, Incorporated (hereinafter "DBGA") and _____ (hereinafter "Chapter"), of _____ (City) _____ (State/Country) and is effective as of the date of the counter-signature from DBGA on the last page.

CONTACT INFORMATION

(Please Print Legibly)

CHAPTER OFFICERS' NAMES & TITLES _____

CHAPTER MAILING ADDRESS _____

PHONE NUMBER _____

CHAPTER EMAIL ADDRESS _____

DBGA is a Federally recognized non-profit organization incorporated in the State of Maryland, USA, which oversees the copyrights and other intellectual property rights of the Dagorhir name and the Dagorhir game system.

DEFINITIONS

Chapter: A Chapter is defined as any group that holds Dagorhir events for its membership and is recognized by DBGA under the terms of this Contract.

Chapter's Membership: A Chapter's membership is defined as those people who regularly attend that Chapter's events. As such, a Chapter has a geographical basis defined by membership participation. However, no Chapter may claim an exclusive geographic location or boundaries as their membership. (e.g., No Chapter can "claim" the state of Colorado as their Chapter's exclusive territory.)

TERMS OF CONTRACT: RIGHTS AND RESPONSIBILITIES

The Chapter will:

1. Abide by all applicable federal, state, and local laws.
2. Maintain a positive relationship with government organizations, the public, and with other Dagorhir groups.
3. Operate as a non-profit entity. All proceeds from Dagorhir events and related sources must be used for the furtherance of the Chapter or of Dagorhir as a whole (for example, to pay costs of advertising, insurance, materials for "loaner" equipment, or site-use fees). All Dagorhir Chapter positions shall be on a completely unpaid volunteer basis. Proceeds from running Dagorhir events and related sources may never be used for personal profit. Chapters may choose to incorporate or otherwise file for official government recognition of their non-profit status. Should the Chapter choose to incorporate, such incorporation shall have no effect on this contract, and both the Chapter and DBGA will remain bound by the terms and obligations of this contract.
4. Follow the Dagorhir Gaming Rules System, without deletion or alteration, for all events. Chapters may add rules in addition to those in the Dagorhir Gaming Rules System, as long as they do not decrease the safety of the fighting or over-rule the basic tenets of the Dagorhir Gaming Rules System. (For example, but not limited to: all weapons must be safely padded and checked for safety at every event; hits to the head or neck from hand-held weapons are illegal; etc.)

Initials: _____
For DBGA

For Chapter

5. Elect officers through fair and equitable means. At a minimum, these officers shall be the Administrator, Administrative Assistant, and Book Keeper. More positions may be created and staffed as the needs of the Chapter dictate. At least two of these officers must be at least 18 years of age or older. It is the responsibility of the Administrator to notify DBGA via email to chapters@dagorhir.com of the election of, or changes to, the Chapter's officers. The Administrator and at least one other designate shall maintain an email address and phone number through which s/he can be contacted by DBGA, including notifying DBGA in a timely manner via email to chapters@dagorhir.com of any changes to the Chapter contact information.
6. Refrain from reproducing any Dagorhir-related copyrighted materials for sale or broad distribution without the express written consent of an authorized official of DBGA except as provided under "DBGA will" #2, below.
7. Hold Dagorhir events an average of at least once per month. Events may be (but are not limited to) Battles, Tournaments, Feasts, Seminars, Practices in Garb, etc. Event fees must be kept reasonable and are subject to the approval of DBGA.
8. Keep all Chapter events open for participation of the entire membership of the Chapter and of Dagorhir and to new members interested in joining.
9. Treat all members equally and fairly, without regard to race, sex, sexual orientation, national origin, color, creed, religion, disability, or age. Any restrictions instituted for safety and/or reduction of liability must be fair and nondiscriminatory.
10. Maintain accurate financial, attendance, and membership records. These records must at all times be open for review by any Chapter member, DBGA officers, or appropriate governmental entities upon request.
11. Dagorhir Chapters must promote themselves exclusively as Dagorhir organizations; that is, their website and all published material must show the Chapter to be exclusively a Dagorhir group and not a member of any other organization, regardless of members' participation in other activities.

Participant Safety Provisions

12. An individual Chapter may suspend or ban an individual from their Chapter, even if no game-wide disciplinary action is taken.
13. A chapter may discipline an individual for any reason permissible under that Chapter's bylaws and code of conduct, for Dagorhir rule breaking, or for other misconduct. The procedures must be fairly, equitably, and impartially conducted.
14. Neutral decision maker(s) should be responsible for making the final decision in any disciplinary action, never a witness.
15. If the chapter leadership—or any chapter member—feels that a given issue is more than a local matter and relates to the safety of Dagorhir as a whole, they must:
 - a. Make written request that the Arbiter address the issue, including their rationale for requesting it.
 - b. Forward all available, relevant documentation to the Arbiter via email at arbiter@dagorhir.com.
16. The chapter agrees to disallow Dagorhir participation of any individual appearing on the Dagorhir Game-Wide Suspension and Ban List (hereinafter Arbiter's List) for the duration that their name is on that list. The chapter will revoke membership privileges for any individual appearing on the Arbiter's List for the duration that their name is on that list.
17. The chapter will agree to the addendum to the rules of the DBGA Bylaws titled Dagorhir Bans and Suspensions Addendum as provided with this Contract and agree to enforce bans and suspensions issued by the Arbiter.
18. In consideration for the agreement to abide by this Addendum and the Dagorhir Bans and Suspensions Addendum, the chapter will have the right to cast votes regarding the Arbiter, a member of the Dagorhir Battle Games Board of Directors, who will have the task of resolving potential Game-Wide bans and suspensions.

DBGA will:

1. Grant permission for the Chapter to use the Dagorhir name and Dagorhir Gaming Rules System in perpetuity so long as the Chapter does not violate the terms of this contract.
2. Grant limited permission for the Chapter to reproduce Dagorhir-related copyrighted material under the Doctrine of Fair Use, including but not limited to: the Dagorhir Rules, Dagorhir Handbook, Dagorhir History, Dagorhir photographs, etc. "Fair Use" is defined as being for non-profit purposes of membership instruction and/or recruiting.
3. Assist the Chapter in advertising and recruitment through such reasonable means as the www.dagorhir.com web site, web links, referrals, national advertising efforts, and other such means as mutually agreed upon by the Chapter and DBGA.
4. Administer the Dagorhir game-wide Ban & Suspension process per the attachments to this contract.

Initials: _____
For DBGA

For Chapter

LIABILITY

DBGA, its officers, members, and alumni accept neither liability nor responsibility for the actions of, or any injury to, any member, officer, spectator, or bystander of the Chapter. The Chapter recognizes and takes responsibility to notify all its members and participants that Dagorhir is a full-contact sport equivalent to football, ice hockey, or martial arts, and is played out of doors under conditions of unpredictable terrain and/or weather. The Chapter warrants that it is formed and managed under its own recognizance, and its members participate in the Dagorhir Gaming System by choice. The Chapter is responsible for maintaining valid liability waivers for all event attendees and members. The Chapter is also responsible for ensuring that all equipment is inspected and certified for safety at every event, and that events are conducted in such a manner which prevents liability for use of event sites or other property.

TERMINATION OF CONTRACT

The Chapter may choose at any time to terminate this Contract. A letter detailing the reasons for termination must be sent by registered mail to the President of the Board of Directors of DBGA, Inc. at: Dagorhir, 11714 Stonington Place, Silver Spring, MD 20902. Within thirty days of termination, 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 DBGA, Inc. If the Chapter has not incorporated, the letter must be signed by the highest officers of the group. If the Chapter has incorporated, the letter must be signed by a quorum of the Board of Directors, with an accompanying resolution by the Board. The Board of Directors of DBGA, Inc. may, at their sole discretion, choose to form a new Contract with any members of a terminated group who desire to remain active Dagorhir members.

Failure to comply with the terms of this Contract by the Chapter will constitute a material breach of this Contract, and may result in the termination of this Contract by DBGA, Inc. A letter detailing the reasons for termination must be sent by registered mail to address of record for the chapter. Within thirty days of receipt of such a 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 DBGA, Inc.

Violations of some provisions of this contract, such as failure to abide by all applicable laws, are considered a material breach of the contract and will result in an immediate termination of this contract, whether DBGA is aware of the violation or not. If at some time, the Chapter breaches the contract, this Contract cannot be revived until there is a final judgment in court regarding that breach of law. Such revival must be in writing.

Upon termination of this Contract, all Chapter assets must be eliminated in a fair and legal fashion. Such elimination of assets must be completed within thirty days of the termination of this Contract, at the end of which period a full report must be forwarded to DBGA as previously described. Options for the elimination of assets include:

1. Sponsorship of a final event.
2. Contribution of cash assets and/or legal property to a legally recognized charitable organization.
3. Return of dues to members who paid them, return of capital properties to donors, equal redistribution of event profits to members who purchased entrance to events, etc.

VENUE FOR DISPUTES

The venue for settling any disputes which might arise from this contract shall be Maryland, USA. The law for settling any disputes arising from this contract shall be the laws of Maryland, USA.

REVISIONS TO THIS CONTRACT

No revisions may be made to existing Chapter Contracts unless they are mutually agreed to by both the Chapter and DBGA. Revisions to the terms of this Contract will be posted on the dagorhir.com web site for all new contracts. This version must be used for all Chapters effective February 2018.

ATTACHMENTS

1. Dagorhir Ban Addendum to DBGA Bylaws
2. Dagorhir Code of Conduct
3. Dagorhir Game-Wide Ban/Suspension Process Overview and Analysis Rubric

Initials: _____
For DBGA

For Chapter

RESPONSIBLE PARTIES

Signatures recorded below are those of individuals who warrant that they are authorized representatives of the Chapter or DBGA, Inc. This Contract is binding upon the groups represented by these individuals, and shall remain in effect regardless of changes of officers or group membership. Responsible individuals signing this document must be at least 18 years of age.

All signatures must be notarized.

Provide duplicate copies and a self-addressed stamped envelope to ensure the return of one official copy for your Chapter records.

Dagorhir Chapter _____ of _____
Chapter Name *Location*

By: _____
Signature *Printed Name* *Title*

By: _____
Signature *Printed Name* *Title*

Signed before me this ____ day of _____, 20__ **Notary** _____

Notary in and for the County of: _____ State of: _____

My Commission Expires: _____

Dagorhir Battle Game Association, Inc.

By: _____
Signature *Printed Name* *Title*

Signed before me this ____ day of _____, 20__ **Notary** _____

Notary in and for the County of: _____ State of: _____

My Commission Expires: _____