

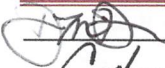

## EAGLE EYE OBSERVATORY AGREEMENT

This Agreement is made and entered in to as of January 1, 2015 (the "Effective Date"), by and between Calibre Management of Texas, LLC (CMT), a Texas limited partnership engaged in hospitality and recreational business within Canyon of the Eagles Nature Park (COTE) at Lake Buchanan, Texas, AND Austin Astronomical Society (AAS), a Texas non-profit corporation with an active application for 501(c) status which fosters and promotes opportunities for its members and the public to share in astronomy. CMT and AAS hereby agree to the following:

### I. SCOPE OF PARTNERSHIP:

1. **Calibre Management of Texas (CMT) will provide** the following services and items to AAS and its membership:
  - A. CMT will make available to AAS the designated land, owned by the Lower Colorado River Authority (LCRA) and leased and/or operated by Calibre Hospitality, LLC (CH) and Calibre Management of Texas, LLC (CMT), for the operation of the Eagle Eye Observatory (EEO);
  - B. CMT will provide oversight and payment for the following services with regards to the routine operation of the observatory and surrounding grounds, or as agreed upon:
    - a. Lawn Maintenance
    - b. Electricity to and from the building
    - c. Portable Toilet Facility
    - d. Minor maintenance of the building;
  - C. CMT will allow AAS members complimentary access to Canyon of the Eagles Nature Park when properly displaying or presenting a current hangtag or membership card for the purpose of observing at Eagle Eye Observatory. AAS guests, not part of the membership program, are required to pay a day use fee when visiting COTE and EEO and will pay at the resort's registration desk;
  - D. CMT will permit an AAS member only party each month. **Dates will be submitted in advance by AAS and approved by CMT prior to distribution to members.** Holidays weekends and special events will remain available to guests at Canyon of the Eagles;
  - E. CMT will provide compensation as required to any AAS certified member who provide their service to EEO programs and guest related activities as it relates to this Agreement or as agreed upon;
  - F. CMT will provide up to two campsites to AAS members when available and with an advance notice of 72 hours from AAS, when said member(s) are observing or assisting CMT at EEO;
  - G. CMT will offer annually to AAS members a special room rate per night per guest room at Canyon of the Eagles Resort with exception of holidays, blackout periods, and special events. This special room rate will be designated each calendar year and may be adjusted accordingly by CMT; and

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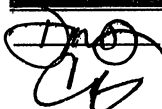
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- H. CMT will allow AAS members usage of EEO and immediate area on non-party designated nights if use does not conflict with COE scheduled groups or events and based on the following terms:
- a. AAS members are required in person to check in at the resort's registration desk upon arrival for security and liability purposes.
  - b. AAS members are required to present their identification to resort and park staff for verification of current AAS membership. Failure to provide proof of membership will subject this member to pay a day use fee and/or be denied access.
  - c. Guests of AAS members will pay the published day use fee for EEO.
  - d. Upon check-in, AAS members will receive a gate access key from the resort and shall return it before leaving COTE. A drop box will be provided for after-hour returns. A \$100 fine will be paid from subject member for keys not returned. Failure to pay may result in termination of this Agreement.


2. **Austin Astronomical Society (AAS) will provide** the following services and items to CMT:

- A. AAS will provide assistance to CMT personnel in the form of observatory operations consulting, training of CMT operators, telescope and equipment loans for the observatory, and holding scheduled monthly public star parties for the benefit of the COTE overnight and day visitors, AAS members, and the general public.
- B. AAS will furnish a minimum of two telescopes (minimum of 12" and 16") as well as accessories and maintenance of the equipment at AAS expense;
- C. AAS will provide necessary structures and public safety features including but not limited to:
  - a. Lights
  - b. Glowing path
  - c. Appropriate signage
  - d. Other items as designated and agreed upon by both parties;
- D. AAS will provide CMT with a minimum semi-annually active membership list;
- E. AAS will provide membership cards and/or hangtags to AAS members for identification purposes. Membership cards and/or hangtags at a minimum shall distinguish single from family memberships, maximum number of family members included in each type of membership, member's name, year of validation and operator status ;
- F. AAS will solicit members and make available trained and certified observatory operators for CMT programs and events. Certified operators shall acquire the EEO door key from the Resort office to gain entry on non-program nights. AAS member shall return it before leaving COTE. A drop box will be provided for after-hour returns. A \$100 fine will be paid from member for keys not returned;
- G. AAS will provide astronomers and equipment at EEO for one Saturday public star party each month;

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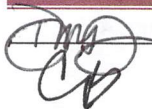
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- H. AAS will solicit and encourage AAS executives or representative to participate in CMT press tours and travel related groups functions as requested by CMT. Complimentary services by CMT may apply;
- I. AAS will actively assist CMT with promoting and participating in the Texas Hill Country Night Sky Co-op or similar venue; and
- J. AAS will provide promotional opportunities, expertise, and information for the following venues:
  - a. Eagle Eye Observatory marketing programs
  - b. AAS Website
  - c. AAS Monthly newsletter
  - d. AAS Social Media
  - e. CMT press tours and travel groups

### II. TERMS AND CONDITIONS:

1. Any operator of the AAS telescopes must be "certified" by an AAS instructor as qualified to use the equipment. All qualified operators will be named and kept to date monthly on a list maintained by AAS, and posted at EEO and resort's front desk.
2. Any certified EEO operator who wishes to provide programs and outreach at EEO and be included on the resort's calendar of events, shall be screened and approved by appropriate COTE personnel;
3. When entering COTE, AAS members must visibly display a hangtag and/or present membership card identifying the member name, year of validation, type of membership and observatory operator status.
4. Overnight camping will not be permitted on the observing field or in the adjacent parking area.
5. The Central Texas Star Party and private AAS monthly member events will be permitted to utilize tents or park their vehicles on the observing field for the purpose of observing only.
6. No campers, pop ups and RVs will be allowed on the field or parking area.
7. Cars will be permitted on the field for the purpose of unloading and loading of astronomical equipment and while said equipment is in use on the observing field.
8. No cooking or fires will be permitted.
9. No grey water discharge will be permitted.
10. Canines (with the exception of services animals) will not be permitted on the field.
11. Smoking will not be permitted on the field.
12. Trash will be picked up by AAS members following any private AAS event.
13. Any sales of food, beverages or any retail items at COTE by AAS or its invitees will require prior written approval by CMT. No catering companies will be allowed at EEO or within COTE.
14. All park rules and regulations will be followed by AAS members and CMT at all times. EEO is located in a preserve with special protection policies.
15. No unlawful activities will be conducted at EEO and within COTE.

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16. The AAS membership list will be sent to CMT semi-annually.
17. The gate and door keys for EEO will be made available to AAS for designated non-program nights. Keys may be obtained from the resort's front desk in order to gain entry. The AAS member shall return it to the front desk before leaving COTE. A drop box will be provided for after-hour returns. A \$100 fine will be paid from the subject AAS member for keys not returned.
18. Neither AAS nor COE shall assign, transfer, or subcontract any portion of its rights or obligations under this Agreement without the prior written consent of the other party and the LCRA.



### III. INSURANCE:

1. AAS shall procure and maintain insurance in full force and effect throughout the term of this Agreement at AAS's sole cost and expense.
2. Insurance shall provide coverage for Comprehensive General Liability with respect to AAS's employees, members, guests and agents. This will include areas such as the parking lot, walkways, inside building, and designated EEO areas.
3. Insurance shall provide coverage for Fire and Extended Coverage equal to the value of AAS's telescopes, accessories and personal property kept within EEO and the surrounding area.
4. AAS will provide CMT with copy of this insurance and liability policy and name Calibre Management of Texas, LLC, Calibre Hospitality, LLC, and LCRA as additional insured to the AAS insurance policy and shall meet the minimum coverage requirement set forth by LCRA.
5. CMT will provide property insurance for the main building only.
6. If AAS acquires any employees, AAS shall secure and maintain worker's compensation insurance at its own expense covering all employees of AAS. Volunteers are not required to be covered by worker's compensation insurance.

### IV. TERM OF AGREEMENT:

1. This agreement shall be for the period of one (1) year from the date stated above and shall automatically renew on an annual basis.
2. In the event either AAS or CMT desires not to renew this Agreement upon the expiration of each term, notice in writing shall be given at least ninety (90) days prior to expiration, with the notice to the other Party that this Agreement is not to be renewed; otherwise it will be construed that the Agreement will renew for another year.
3. Failure to adhere to the terms and conditions and scope of partnership as set forth in this Agreement may subject either party to penalties and up to termination of this Agreement.
4. CMT or AAS may, without cause, terminate this Agreement at any time upon giving ninety (90) days written advance notice.

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5. Upon expiration or termination of this agreement for any reason, AAS will schedule and remove AAS equipment so that it occurs in an orderly fashion with the least possible disruption to the users of EEO and guests of COTE.

### V. INDEMNIFICATION:

1. It is agreed that in the activities and its performance under this Agreement, AAS is acting independently and not as an agent, employee, or representative of COTE. AAS shall indemnify and hold harmless Calibre Hospitality, LLC, Calibre Management of Texas, LLC, and LCRA, and its partners, officers, agents, and employees from and against any and all claims, demands, losses, or liabilities of any kind or nature which CMT, its partners, officers, agents and employees may sustain or incur or which may be imposed upon them or any of them for injury to or death of any person (including employees of AAS) or damage to property (including property of AAS) as a result, arising out of, or in any manner connected with this Agreement or with AAS's activities or AAS's property by anyone.
2. It is agreed that in the operation of its business and its performance under this Agreement, CMT is acting independently and not as an agent, employee, or representative of AAS.

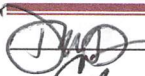

### VI. NOTICES AND COMMUNICATION:

1. All notices, consents, approvals, demands, requests or other communication will be sent via email or mail as outlined below:

If to CMT: Canyon of the Eagles Nature Park and Resort  
16942 Ranch Road 2341  
Burnet, Texas 78611  
Attn: Cindy L. Bower, CHA  
Email: [Cindy@CanyonOfTheEagles.com](mailto:Cindy@CanyonOfTheEagles.com)

If to AAS: Austin Astronomical Society  
P.O. Box 12831  
Austin, TX 78711  
Attn: Executive Committee  
Email: [ContactAAS@AustinAstro.org](mailto:ContactAAS@AustinAstro.org)

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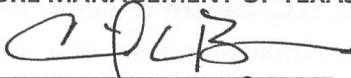
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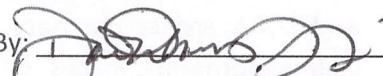
## VII. EXECUTION OF THE AGREEMENT:

1. This Agreement shall be executed between CMT and AAS with one original copy for CMT, one original for AAS, and one copy will be provided to LCRA.
2. The Parties executed this Agreement on the date first stated above.

### CALIBRE MANAGEMENT OF TEXAS, LLC:

By:   
Name: CINDY L. BOWER  
Title: President : CEO

### AUSTIN ASTRONOMICAL SOCIETY:

By:   
Name: DAWN DAVIES  
Title: PRESIDENT

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