

**DEPARTMENT OF THE ARMY LICENSE
MARK TWAIN LAKE PROJECT OFFICE
PERRY, MISSOURI**

THE SECRETARY OF THE ARMY, hereinafter referred to as the Secretary, acting under his general administrative powers, hereby grants to **Mark Twain Lake Visitors and Educational Resource Center Committee**, hereinafter referred to as the grantee, a license for a vending area and facility use at the M.W. Boudreaux Memorial Visitor Center, over, across, in and upon lands of the United States, as identified in Exhibit "A", attached hereto and made a part hereof, hereinafter referred to as the premises.

THIS LICENSE is granted subject to the following conditions:

1. TERM

This license is granted for a term of Four (4) years, one (1) month, eight (8) days, beginning August 22, 2011, and ending September 30, 2016, but is revocable at will by the Secretary. The period August 22, 2011 to September 30, 2012 will be considered the first year of the license. The Grantee shall have the right to extend the original term of the license for a five (5) year period ("extension term"), provided that the Grantee shall give notice to the Government of its election to extend such term at least ninety (90) days prior to the time when the term then in force would otherwise expire; that, at the time when such notice is given, there shall not be any uncured event of default on the part of the Grantee.

2. CONSIDERATION

The consideration of this license shall be the operation and maintenance of a vending area and facility use located at the M.W. Boudreaux Memorial Visitor Center.

Any other written agreements between the parties, including the Cooperating Agreement shall be interpreted insofar as possible to be in conformance with the terms of this License. In the event of any conflicts between this License and any other written agreements between the parties, the terms of this License shall prevail.

3. NOTICES

All notices and correspondence to be given pursuant to this license shall be addressed, if to the grantee, to Mark Twain Lake Visitors and Educational Resource Center Committee, c/o Robin Fitzgerald, 42494 Delaware Lane, Perry, Missouri 63462, and, if to the United States, to the District Engineer, Attention: Chief, Real Estate Division, St. Louis District, 1222 Spruce Street, St. Louis, Missouri 63103-2833; or as from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope addressed as aforesaid, and deposited, postage prepaid, in a post office regularly

maintained by the United States Postal Service, or a nationally recognized overnight delivery service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to "grantee" shall include any duly authorized representatives.

5. SUPERVISION BY THE DISTRICT ENGINEER

The use and occupation of the premises shall be subject to the general supervision and approval of the District Engineer, St. Louis District hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

6. APPLICABLE LAWS AND REGULATIONS

The grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

7. CONDITIONAL USE BY GRANTEE

The exercise of the privileges herein granted shall be:

- a. without cost or expense to the United States;
- b. subject to the right of the United States to improve, use or maintain the premises;
- c. subject to other outgrants of the United States on the premises;
- d. personal to the grantee, and this license, or any interest herein, may not be transferred or assigned.

8. CONDITION OF PREMISES

The grantee acknowledges that it has inspected the premises, knows its condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the United States.

9. COST OF UTILITIES

Should the Association require facilities, utilities, and services over and above what the Corps would normally require for operation of the facility, or areas used by the Association, the Association will reimburse the Corps at the agreed upon, nominal cost in recognition of the services that the Association is contributing to the public.

10. PROTECTION OF PROPERTY

The grantee shall keep the premises in good order and in a clean, safe condition by and at the expense of the grantee. The grantee shall be responsible for any damage that may be caused to property of the United States by the activities of the grantee under this license, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefore by the grantee in an amount necessary to restore the property to a condition satisfactory to said officer.

11. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the grantee, or for damages to the property or injuries to the person of the grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

12. RESTORATION

On or before the expiration of this license or its termination by the grantee, the grantee shall vacate the premises, remove the property of the grantee, and restore the premises to a condition satisfactory to said officer. If, however, this license is revoked, the grantee shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as the District Engineer may designate. In either event, if the grantee shall fail or neglect to remove said property and restore the premises, then, at the option of said officer, the property shall either become the property of the United States without compensation therefor, or said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The grantee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this license in restoring the premises.

13. NON-DISCRIMINATION

The grantee shall not discriminate against any person or persons or exclude them from participation in the grantee's operations, programs or activities because of race, color, religion, sex, age, handicap or national origin in the conduct of operations on the premises. The grantee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

14. TERMINATION

This license may be terminated by the grantee at any time by giving the District Engineer at least ten (10) days notice in writing provided that no refund by the United States of any consideration previously paid shall be made and provided further, that in the event said notice is not given at least ten (10) days prior to the rental due date, the grantee shall be required to pay the consideration for the period shown in the Condition on **CONSIDERATION**.

15. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this license shall protect the premises against pollution of its air, ground and water. The grantee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this license. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the grantee's activities, the grantee shall be liable to restore the damaged resources.

c. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

16. HISTORIC PRESERVATION

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

17. DISCLAIMER

This license is effective only insofar as the rights of the United States in the premises are concerned; and the grantee shall obtain any permit or license which may be required by Federal, state, or local statute in connection with the use of the premises. It is understood that the granting of this license does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 U.S.C. § 403), and Section 404 of the Clean Waters Act (33 U.S.C. § 1344).

18. SPECIAL CONDITIONS

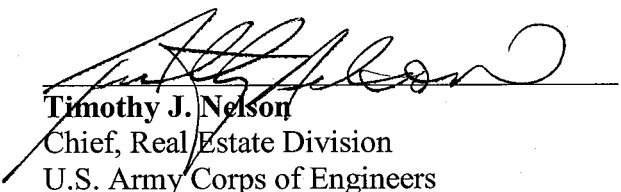
a. The premises described in Exhibit A may be used by the Grantee to perform visitor/interpretive services or hold special activities as described in the Cooperating Agreement, and as detailed in the attached Exhibit B, Facilities Information and Application. The Grantee shall be responsible for submitting a completed application form to the Corps of Engineers, Mark Twain Lake Project Office, for approval no less than seven (7) days prior to the proposed date of each activity. The Grantee shall ensure compliance by the special activity applicant with facility use terms and conditions, and will not proceed with any activity planning until approval is obtained from the Corps of Engineers. The Grantee shall be responsible for all logistics associated with the special activity, including onsite and offsite preparation, supervision during the activity, removal of property and debris, and restoration of the premises to pre-activity conditions.

b. This license does not provide the Grantee with any exclusive rights to the premises described in Exhibit A.

c. The Grantee may charge a general admission fee and/or fees for visitor/interpretive services or special activities. All such visitor/interpretative services or special activities shall be coordinated with the Mark Twain Lake Project Operations Manager or designed representative, who shall have the right to refuse permission for the activity or review such rates and prices and require an increase or reduction when it is determined that the objective of this paragraph has been violated. However, no fees may be charged by the Grantee for use of facilities developed in whole or in part with federal funds if a charge by the Corps of Engineers for the facility would be prohibited under law. The Grantee will be responsible for the collection and processing of all fees in accordance with the terms of the Cooperating Agreement, and shall submit the appropriate annual financial report to the Real Estate Division for review.

THIS LICENSE is not subject to Title 10, United States Code, Section 2662, as amended.

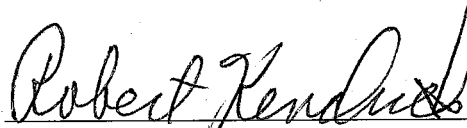
IN WITNESS WHEREOF I have hereunto set my hand by authority/direction of the Secretary of the Army this 14th day of Sept, 2011.


Timothy J. Nelson
Chief, Real Estate Division
U.S. Army Corps of Engineers
St. Louis District

THIS LICENSE is also executed by the grantee this 9th day of September, 2011.

**Mark Twain Lake Visitors and Educational
Resource Center Committee**

By:

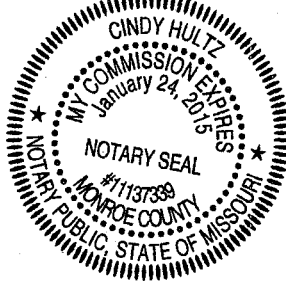

Robert Kendrick
Chairman, Board of Directors

ACKNOWLEDGMENT

STATE OF Missouri)
 : ss
COUNTY OF Monroe)

On this 9th day of September, 2011, before me the undersigned Notary Public, personally appeared **Robert Kendrick**, known to me to be the person described in the foregoing instrument, who acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Cindy Hultz
Notary Public

My Commission Expires:

January 24, 2015

ACKNOWLEDGMENT

STATE OF MISSOURI)
 : ss
CITY OF ST. LOUIS)

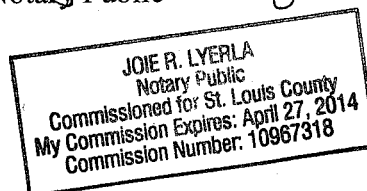
On this 14th day of September, 2011, before me the undersigned Notary Public, personally appeared **Timothy J. Nelson**, Chief, Real Estate Division, U.S. Army Engineer District, St. Louis, known to me to be the person described in the foregoing instrument, who acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Joie R. Lyerla
Notary Public

My Commission Expires:

April 27, 2014



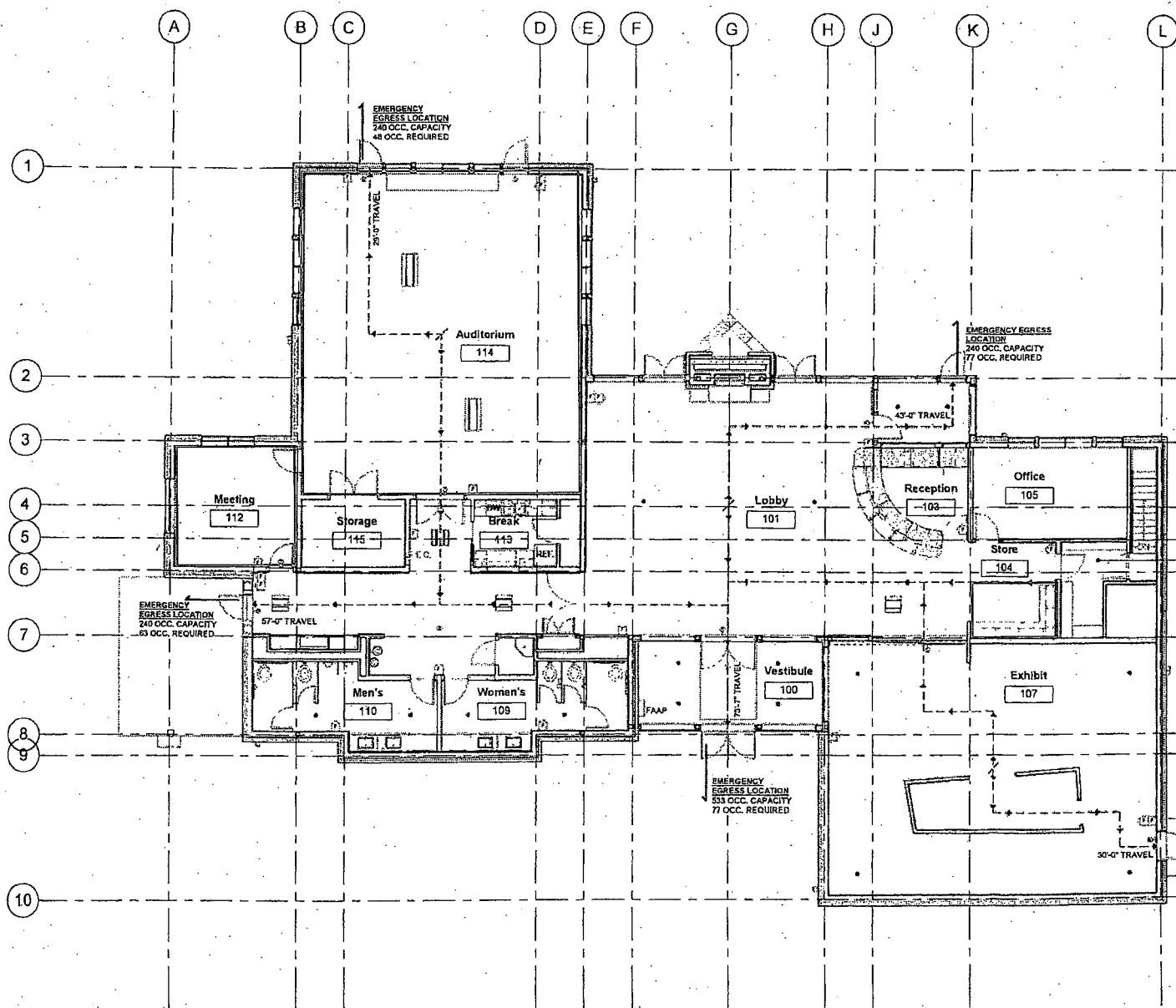
THIS INSTRUMENT PREPARED BY:

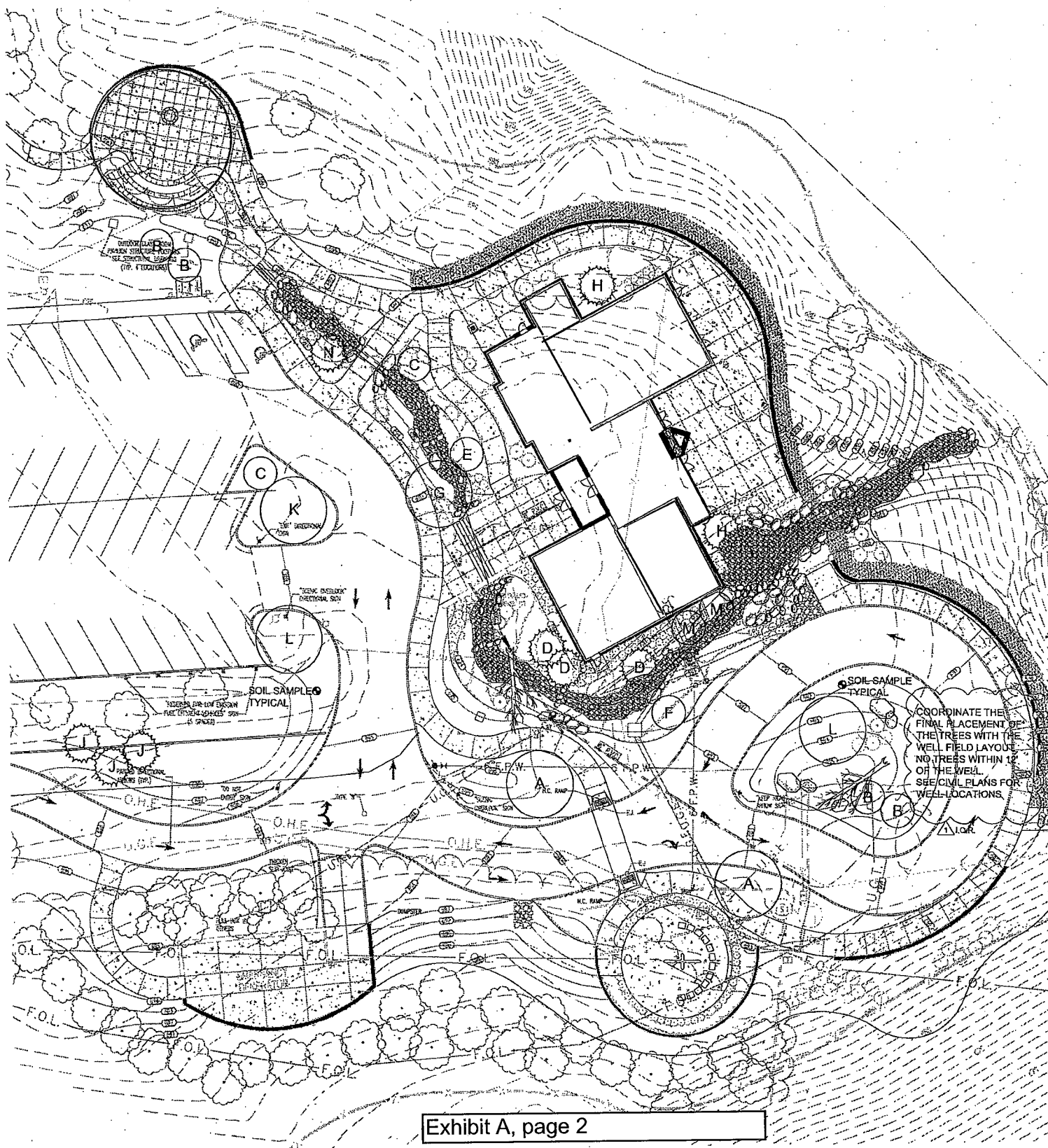
Mary Winston
Mary Winston, Realty Specialist
U.S. Army Corps of Engineers
1222 Spruce Street
St. Louis, Missouri 63103-2833
314-331-8183

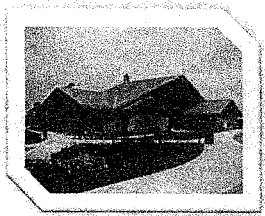
REVIEWED FOR LEGAL SUFFICIENCY BY:

Mark Wunsch
for **Angela Bonstead**, Attorney
314-331-8190

License spaces outlines in red.







FACILITIES USE INFORMATION AND APPLICATION

MTLVERCC

About the Facility

The M.W. Boudreaux Memorial Visitor Center is located at Clarence Cannon Dam and Mark Twain Lake in Northeastern Missouri. It is operated and managed by the U. S. Army Corps of Engineers with support from the Mark Twain Lake Visitors and Educational Resource Center Committee. The MTLVERCC is a non-profit organization whose goal is to support the U.S. Army Corps of Engineer's efforts of interpretation and education by funding programs, exhibits, displays and materials. The Visitor Center is located in the M.W. Boudreaux Recreation Area off Highway J, south of Cannon Dam, twelve miles south of Highway 24/36 (Monroe City) and nine miles north of Perry, Missouri. The Visitor Center is open daily 9:00 a.m. to 5:00 p.m. Admission is free. The Visitor Center is closed on winter federal holidays such as Thanksgiving Day, Christmas Day and New Years Day. Check with the Visitor Center for exact schedule.

The Mark Twain Lake Visitor and Educational Resource Center Committee invites all interested parties to consider the Center for your next social or business function. This information is provided as a helpful guide in your planning efforts.

Types of Events

- Holiday Gatherings
- Business Meetings
- Social Functions
- Graduations
- Conferences and Seminars
- Suggestions for other events will be considered

Major events not open to the general public may be held at the Visitor Center, but must take place after established public hours. Any individual, group, society or organization willing to assume responsibility for the activity may apply for use of the facility.

Who to Contact

Please contact the Events Manager at 573-565-2112. The Events Manager will assist with the completion of an application form. Keep in mind that the U. S. Army Corps of Engineers must review all applications, and that an application is not accepted without their approval.

Spaces Available

The Visitor Center is a 5,800 sq. ft. facility consisting of a grand lobby, exhibit gallery, a multi-purpose community room, executive conference room, covered outdoor amphitheater style classroom and large viewing patio just outside the lobby and community room. The community room, executive conference room and outdoor classroom may be reserved as follows:

Multi-purpose Community Room: (seats 75 maximum) Meeting space, including use of the small kitchenette with refrigerator, ice maker, sink and microwave.

Availability: 5 p.m. until 9 p.m.

Capacity: 75 guests **Fee:** \$150 for 4 hours

*Additional hours of availability may be considered during normal public hours of operation on a case by case situation.

Executive Conference Room: Wi-fi available. TV/DVD player available.

Availability: 5 p.m. – 9 p.m.

Capacity: 10 seat conference table **Fee:** \$25 for 4 hours

*Additional hours of availability may be considered during normal public hours of operation on a case by case situation.

Covered Outdoor Classroom: amphitheater style shelter with fire ring.

Availability: 9 a.m. until 9 p.m.

Capacity: 25-30 guests

Fee: \$50

*This area is available during regular visitor center business hours pending the intended activity does not interfere with the general public use of surrounding facilities.

Active members of the Friends of Recreation and Environmental Stewardship Council (FOREST) at Mark Twain Lake will receive a 50% discount for the facility fees. Approved activities must be established to receive this discount.

Federal, State, and Local Government agencies, partners as well as 501 C 3 organizations may qualify for a waiver of fees.

Special circumstances will be addressed on a case by case basis.

Equipment Use

A limited number of tables and chairs are available for use in the multi-purpose community room. Any additional equipment and supplies are the responsibility of the applicant.

- 12 - 30 x 96 tables
- 10 - 5-ft. round tables
- 75 stackable chairs

Restrictions

The following restrictions apply to the use of the facility and its grounds. This list is not intended to be all-inclusive, other restrictions may apply. In addition, specific conditions may be enforced on a case-by-case basis.

- No smoking
- No candles or open flames
- No animals (except assistance dogs)
- No confetti or helium/mylar balloons
- No tape, tack or nails on walls or any surface.
- All decorations must be approved in advance

Important Information

- **Period of Use.** Use of the facilities is limited to the times specified. Setup and cleanup must take place during those times, and is the sole responsibility of the applicant. Entrance to the facility will not be permitted prior to the specified arrival time, and the premises must be vacated by the specified departure time. **An additional charge of \$100 per half hour or fraction thereof will apply for occupancy exceeding the designated time frames.**
- **Receipt of Required Fees.** Fees and deposits must be received by the Committee no later than seven (7) working days prior to the event date. **NO REMINDERS WILL BE SENT.** If use fee deadlines are not met, access to the facility will be denied.
- **Damage Deposit.** A damage/cleaning deposit consistent with the level of facilities use may be required, and will be specified as a special condition. A damage deposit/cleaning of \$250 is standard, however, the amount of the deposit required will be adjusted based on the scope of the event. Damage to public property by the applicant and their guests is the responsibility of the applicant. Cost of repair or replacement of damaged items or facilities shall be deducted from the applicant's damage deposit or billed directly to the applicant if costs exceed the damage deposit.
- **Food and Beverage Restrictions.** *All food and alcoholic beverages must be arranged in advance with the Events Manager's approval.* Alcoholic beverages are limited to beer and wine. Strict compliance with all federal, state and local laws and regulations with respect to the serving of alcoholic beverages must be observed. Under no circumstances will minors be served alcoholic beverages while on the premises. The applicant must comply with all applicable health and sanitation standard and codes.

- **Cancellation.** If the event is cancelled, the entire use fee will be refunded if the cancellation is received by the Events Manager 48 hours in advance of the reservation date. If the cancellation is received less than 48 hours before the reservation date, fifty percent (50%) of the use fee will be refunded. Any false information given by the applicant on the application form or non-compliance to the conditions of the application is grounds for cancellation by the Corps or the Committee.
- **Parking.** Parking at the Visitor Center is free; however, parking is strictly limited to the designated spaces in the lot. (total 86 spaces)
- **Security arrangements.** The Committee/Corps shall have a representative available and on site during any event.
- **Transference.** The permission for the use of the facilities may not be transferred or assigned to any other party without the consent of the Committee, in writing.
- **Liability.** Neither the Committee nor the U.S. Army Corps of Engineers are responsible for any personal injuries or damage to personal property and equipment brought onto the premises by the applicant or their guests. Proof of liability insurance may be required.
- **Music.** Music will only be permitted at events held during times when the Visitor Center is not open to the public. If music is to be provided by the applicant, it must be approved in advance of the event. The Committee and the Visitor Center staff reserve the right to regulate the volume of music during the event.
- **Tours:** *Tours of the Visitor Center structure **may** be made available upon request to groups of 25 or less. Tour arrangements must be made in advance.*
- **NATIONAL EMERGENCY.** The M.W. Boudreaux Memorial Visitor Center is a federal facility. Immediate complete or partial closure of the grounds may be required in the event of a national emergency, threats to public safety or due to a heightened alert required to safeguard federal security. This may require cancellation of an event at the sole discretion of the Mark Twain Lake Operations Manager. In the case of cancellation due to national emergency, the Events Manager shall notify the permittee immediately that the facility will not be available and a full refund of any facility fees or deposits that the applicant has advanced will be made. This information is provided to you as a courtesy for your consideration in choosing between this venue and other alternatives.

FACILITIES USE APPLICATION FORM

Please fill out the information below.

NAME: _____ TELEPHONE: (____) _____

ORGANIZATION: _____ FAX: (____) _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

REQUESTED DATE(S): _____ TIME: _____

Number of people expected: _____ Age range: _____

DESCRIPTION AND PURPOSE OF ACTIVITY (Be Specific):

Will food be served? Yes _____ No _____ Will alcoholic beverages be served? Yes _____ No _____

FEES: (See facilities use information handout for specific fees):

	Hours	Unit Cost	Total
Exhibit Gallery/Lobby			
Multi-purpose Community Room			
Executive Conference Room			
Covered Outdoor Theater			

Total Amount Remaining: _____

Make check payable to Mark Twain Lake Visitors and Educational Resource Center Committee and send with this application form to:

*Mark Twain Lake Visitors and Educational Resource Center Committee
Mark Twain Lake Project Office
20642 Highway J
Monroe City, Missouri 63456*

I have read and understand all the information presented in the handout entitled "Facilities Use Information" and will follow all guidelines and restrictions. I also confirm that I am authorized to act on behalf of the organization listed above.

Applicant Signature

Date

Approved by: _____
Corps of Engineers Representative

Date

Committee Representative

Date