

Pontchartrain Astronomy Society, Inc.

SANDRAS-PAULK MEMORIAL OBSERVING SITE RULES AND REGULATIONS

Use of the Sandras-Paulk Memorial Observing Site (SPMOS) has been arranged through a use-lease between the Pontchartrain Astronomy Society (PAS) and the Jenkins Family. Any member in good standing and their immediate family may use the SPMOS at any time providing that they obey all rules regarding use of the site. Contact information may be found in the latest PAS Times Newsletter.

The following rules apply to all who use the site:

1 Everyone (members and guests) must sign a "Release of Liability" agreement before using the site.

The agreement is in the SPMOS handbook and available from the Treasurer or in the bunkhouse. Use of the site is limited to the observing area, picnic and campgrounds, bunkhouse, and access road. The site is provided for the express purpose of astronomy and club sponsored activities. Only activities directly related to astronomy or the care and upkeep of the property are allowed.

2 The SPMOS Manager oversees the operation of the site. Any damage or problems must be reported to the SPMOS Manager as soon as possible. If he can not be reached and the matter is urgent contact any PAS Officer. Contact information is listed in the PAS Times Newsletter.

3 Any activity with the potential to harm the land, buildings, equipment, yourself, or others is prohibited.

Common sense as well as all local, state, and federal laws apply to those using the site. Any member found purposely disregarding these rules will be subject to disciplinary action up to the loss of use of the site. Give the same respect to others at the site that you would expect them to give you.

4 Any member may bring a maximum of 3 guests and must insure they sign the Release of Liability agreement and follow all rules. The member is fully responsible for their guest and must not leave the site while their guest is still there. A non-member is limited to three visits to the site per year.

5 The site shall not be used as a hurricane evacuation shelter.

6 Anyone occupying the bunkhouse or camping at the site for more than 3 days must obtain permission from the SPMOS Manager.

7 Pets are not allowed at the site. Do not feed stray animals, if you are concerned about the animal then take it to the Animal Shelter in Franklinton.

8 Only red lights of appropriate intensity are allowed in the observing area while the site is in use. Electronic devices and even bright indicator lights on your equipment should be covered with red material if they might bother others. If someone complains that your light is too bright, then cover it with additional red material or turn it off. If EVERYONE agrees, light rules may be relaxed when a bright moon is up or it is cloudy.

9 Do not smoke around other people's equipment. If you wish to smoke while observing then set up well away from the main observing area (not in front of the observatory) and if anyone sets up next to you,

warn them that you will be smoking and if it bothers them they should not set up next to you.

10. Music may be played at low volume on the observing field only if it does not bother anyone.

11. Primary members may obtain keys to the site from the Treasurer by paying a one time non-refundable usage fee. Keys may not be duplicated, transferred to another member, or used by non-members. The following keys are available:

a. SPMOS gate key - \$25 non-refundable usage fee.

b. Bunkhouse key - \$25 deposit (requires gate key)

c. Stuart Wood SPMOS Observatory - \$50 deposit (requires gate key, 1-year membership, participate in grass cutting, and demonstrate proficiency with telescope)

12. SPMOS gate is to be kept locked at all times. Members without a gate key must be accompanied by a key holder and should arrange with that key holder to let them out when they are ready to leave.

This will prevent anyone getting locked in when everyone else has gone to sleep.

13. There is no garbage pickup at the site. Everyone must pack-up their own trash and take it with them when they leave.

14. An Off-Field parking area is provided for those who have little equipment and will be leaving while others are still using the site.

15. Interior car lights must be disabled or covered in red material if you plan to park on the observing field. If you can not disable your lights then park in the Off-Field parking area.

16. When entering the site after dark, only parking lights are allowed past the bunkhouse. Before turning into the observing area all car lights must be extinguished. If you drive into or out of the observing area with your lights on you will be reprimanded, if it happens again you will be banned from the site. Packing and unpacking your car must be done with red light only.

17. Do not let your engine idle on the observing field; moisture and pollutants in your exhaust can have adverse effects on telescope equipment.

18. Exit windows will be decided on an ad hoc basis but headlights are not allowed. Parking lights are allowed if EVERYONE agrees. If no lights are allowed then have someone guide you.

19. Camping is only permitted in the designated camping area (south end of the observing field under the trees). No tents or campers allowed on the observing field.

20. Cooking is only allowed in or near the covered shelter. No cooking on the field and smoke must not be allowed to blow toward telescope equipment. No open fires on the ground.

21. **Discharging of firearms on the site is strictly prohibited.** Anyone who has a firearm for personal protection must keep it out of sight, safely within his or her vehicle or tent. **Firearms are not allowed in the bunkhouse.**

22. The bunkhouse may be used by any member when accompanied by a bunkhouse key holder. Bunks will be claimed as outlined in the Bunkhouse Sign-In Sheet. If you do not have a gate key arrange for someone to make sure you do not get locked in.

23. The bunkhouse is first and foremost a sleeping facility:

- a. If anyone is sleeping do not make noise or turn on bright lights.
- b. No smoking at any time.
- c. No music except for Walkman type devices when used with headphones.
- d. No firearms allowed in the bunkhouse.
- e. After eating immediately pick up your mess, others must share the table.
- f. Do not place garbage bags or trash cans in the bunkhouse. If forgotten the bunkhouse will stink when the next person visits several weeks later.

24. Leave the facility in a clean and orderly condition with no garbage inside or food in the refrigerator.

25. If lost items are found they should be placed in the bunkhouse, however the PAS is not responsible for any items left at the site.

26. The building is not to be used as a storage facility. Do not donate any items to the bunkhouse without SPMOS Manager's permission.

27. Members with gate keys are expected to volunteer once per year for grass cutting. The SPMOS Manager will create a grass cutting schedule and post the schedule in the club newsletter. If someone can not cut as scheduled they should arrange a swap and notify the SPMOS Manager of the change.

Pontchartrain Astronomy Society, Inc.

RELEASE OF LIABILITY - revised 11-25-16

I, ____, being a member of the Pontchartrain Astronomy Society (PAS), hereby irrevocably covenant, promise and agree to relieve, release and hold harmless the Jenkins Family, lessors of The Franklinton observing site (AKA, the Sandras-Paulk Memorial Observing Site) from any and all losses, claims expenses, suits, costs, demands, damages or liabilities, whether joint or several or of whatever kind or nature related, or from any injuries, up to and including accidental death, or any property damage which may have occurred by the undersigned member, or any third person for whom the undersigned may be legally responsible as a result of using the stated observing site.

It is understood that the Sandras-Paulk Observing Site is located on a wooded piece of property owned by the Jenkins Family. As this piece of property is considered wooded, certain dangers and perils are understood and accepted by me in using the observing site. Specifically, I hold harmless the Jenkins Family FROM AND INCLUDING, BUT NOT LIMITED TO, ANY ACTIONS OR CLAIMS ARISING OUT OF OR RELATED TO ACCIDENTAL SHOOTINGS BY TRESPASSERS. It is understood and agreed that both the observing site and the surrounding property owned by the Jenkins Family shall be considered and duly marked as "POSTED", prohibiting any and all hunting pursuant to a lease sought, entered into and signed by a representative of the Pontchartrain Astronomy Society, which lease between the PAS and the Jenkins Family is for recreational purposes as defined by La. R.S. 9:2795; and provided further that nothing in this agreement shall be construed as limiting or otherwise affecting the Jenkins family entitlement to claim the limitation of liability established pursuant to La. R.S. 9:2795.

In addition I also hereby irrevocably covenant, promise and agree to relieve, release and hold harmless the Pontchartrain Astronomy Society, Inc., it's officers and fellow members from any and all losses, claims, expenses, suits, costs, demands, damages or liabilities, whether join or several or of whatever kind or nature related, or from any injuries up to and including accidental death, or any property damage which may have occurred by the undersigned member or any third person for whom the undersigned may be legally responsible as a result of using the stated observing site.

It is assumed by all parties that I have procured sufficient personal injury/property damage insurance as considered appropriate by me and I do hereby waive any and all claims against the Pontchartrain Astronomy Society, Inc., it's officers and members and the Jenkins family, their employees, servants, relations and any other person or persons contractually related to the said Jenkins Family for injury or property damage in excess of my personal insurance coverage, except in matters of gross neglect or criminal actions. In such matters those persons deemed directly responsible shall be held accountable for their actions and all appropriate claims.

This letter, when signed by me, shall remain in effect for the entire period of use of the observing site by this organization or any of its members. Use of the observing site includes the lease period and any further use or access to the observing site beyond the termination of said lease as provided for the proper removal of all organization and personal property from the observing site.

This waiver, when fully executed, supersedes any previous waivers of liability and/or indemnification agreement, heretofore executed by the undersigned.

WITNESSED:

Name _____ Signature _____
Date _____
(Please Print)

Agreement Received by:

Name _____ Signature _____
Date _____
(Please Print)

_____ Signature