

Memorandum of Agreement (MOA)
between
Meadowkirk, Inc.
and
Northern Virginia Astronomy Club

I. Overview

This Memorandum of Agreement (“MOA”) outlines terms of collaboration involving Meadowkirk, Inc. (“Meadowkirk”) and the Northern Virginia Astronomy Club (“NOVAC”) (Meadowkirk and NOVAC are referred to collectively herein as the “Parties”).

Meadowkirk understands that NOVAC is an astronomy club composed of members dedicated to the pursuit of amateur astronomy and public outreach. NOVAC understands that Meadowkirk is foremost a nonprofit Christian retreat ministry dedicated to providing respite, refreshment and renewal to the churches, faith-based groups, nonprofits and others it serves.

The Parties’ collaboration is focused principally on providing an additional observing venue for NOVAC members and, for Meadowkirk, access to NOVAC amateur astronomers whose knowledge, observing equipment and volunteered time are core elements of the astronomy observing experiences that Meadowkirk is able to offer its guests.

NOVAC members and guests who may accompany them will be granted access to Meadowkirk’s grounds in accordance with the terms of this MOA. This MOA, a copy of the Meadowkirk Release, Hold Harmless & Indemnification Agreement (“Release”), and directions to Meadowkirk’s Designated Observing Areas, as defined in Section III herein, will be available to NOVAC members in the members-only section of its website. A copy of the Release is attached hereto as **Exhibit A**.

II. NOVAC Members/Guests – Required Meadowkirk Documentation

Prior to accessing Meadowkirk’s grounds, NOVAC members and guests must execute the aforementioned Release, a copy of which is available on the NOVAC website. A signed Release is required for each NOVAC member and guest as an initial Meadowkirk access requirement (rather than on a per-visit basis), and must be emailed to the Meadowkirk executive director and/or other Meadowkirk designee(s) as indicated on the Release.

NOVAC members also agree to have a copy of their NOVAC observing pass and a copy of their signed Release when on site at Meadowkirk.

III. NOVAC Access to Meadowkirk and Designated Observing Areas

NOVAC member and guest access to Meadowkirk's grounds will require prior permission of and coordination with Meadowkirk. NOVAC members intending to use Meadowkirk's grounds for observing must inform the Meadowkirk and NOVAC coordinators prior to arrival for each visit.

Unless otherwise approved by Meadowkirk, NOVAC astronomy activity at Meadowkirk will be limited to specific observing areas, which typically include the Brinton Observatory area, adjacent Observatory field and/or the Cottage meadow area (opposite the water treatment facility) ("Designated Observing Areas"). Access to the Designated Observing Areas by NOVAC members and guests will be solely for the purpose of astronomy observing activity.

All NOVAC guests (and any minor children affiliated with NOVAC) must be accompanied by a NOVAC member.

IV. NOVAC-led Outreach Events at Meadowkirk

At Meadowkirk's request and under its direction, NOVAC will support pre-arranged astronomy outreach events at Meadowkirk, including night-sky observation and/or astronomy-related lectures.

All such activity will be coordinated by the Parties' designated liaisons. All agreed outreach dates will be planned and communicated as early as possible to the NOVAC membership to help facilitate attendance. Meadowkirk will provide the approximate number (and age groups) of its guest groups expected at each outreach event. A NOVAC member— one of at least two NOVAC-affiliated adults (at least one of whom is a NOVAC member, per the Two-Person Protocol defined herein) – will attend each outreach event and serve as spokesperson for NOVAC. Meadowkirk recognizes that NOVAC is a completely volunteer-based organization and that outreach volunteers will be available on a best-effort basis to support events. In some cases, support may not be possible due lack of volunteers or inclement weather forecasts.

While participation by Meadowkirk guests and team members in NOVAC-led astronomy observing activity will typically be arranged via prior scheduling and coordination with NOVAC, Meadowkirk guests and team members will be welcomed at any time to share

astronomy observing with NOVAC members.

V. NOVAC/Meadowkirk Liaisons

A NOVAC liaison will be appointed by the NOVAC President. Meadowkirk will also designate a Meadowkirk liaison(s). Liaison names, email addresses and phone numbers will be exchanged to help facilitate effective communication between the Parties.

VI. NOVAC Vehicles

NOVAC members and their guests will limit their vehicle traffic to the main gravel roadways between the Meadowkirk site entrance (Delta Farm Lane off Lime Kiln Road) and the Designated Observing Areas.

Parking in or along these roadways by NOVAC members and their guests is strictly prohibited. NOVAC members and their guests may only use Meadowkirk guest and staff parking areas with Meadowkirk's prior written permission.

Access to Meadowkirk by small trailers with astronomy equipment will be allowed. RVs will not be allowed under any circumstances. After dark, NOVAC members and their guests will use their vehicle headlights in a manner consistent with good astronomy protocol, and in consideration of Meadowkirk guests and resident staff. The use of vehicle horns is strictly prohibited, except in cases of an emergency.

Parking on the field adjacent to the Brinton observatory will be in orderly rows, facing the access roadway, to help ensure safe ingress and egress, and to avoid endangering the equipment of NOVAC members and their guests. Based on the number of NOVAC vehicles and their size, Meadowkirk, in its sole discretion, may require NOVAC members and their guests to adjust their parking configurations/locations given the presence of buried utilities and other factors. Meadowkirk may require NOVAC parking on designated roadway areas adjacent to the Designated Observing Areas (to include observing Meadowkirk's "two wheels on, two wheels off" roadway parking protocol to help preserve roadway access and address other factors such as helping to mitigate the potential impact of vehicles on buried utilities).

VII. Designated Observing Area Protocols and Maintenance

Meadowkirk requires that, during their time onsite, NOVAC members and their guests conduct themselves in a professional manner, and refrain from any use of inappropriate language or dress. Consumption of alcoholic beverages by NOVAC members and NOVAC guests is strictly prohibited, as is the use of loud audio devices. The outdoor use

of any NOVAC-related audio devices will be at Meadowkirk's sole discretion. Except for service animals, NOVAC members and their guests are prohibited from bringing any pets onsite. No open fires are permitted on Meadowkirk grounds, unless NOVAC reserves a Meadowkirk fire pit pursuant to a validly-issued standard Meadowkirk guest contract. NOVAC members and their guests will be permitted to sleep in their vehicles with prior permission from Meadowkirk. NOVAC will endeavor to maintain the Designated Observing Areas in clean, "as-is" condition, and will clear the Designated Observing Areas of litter prior to departure. Meadowkirk will endeavor to mow the Designated Observing Areas as part of its grounds maintenance activity.

VIII. Facilities Use

An outdoor toilet (port-a-john), typically located near the Meadowkirk water treatment plant, will be made available by NOVAC for use by its members and their guests. Its regular servicing is the exclusive responsibility of NOVAC, which commits to maintaining good sanitary and general conditions in and around the facility. Meadowkirk reserves the right, in its sole discretion, to request its relocation, with adequate advance notice, to another accessible area based on the organization's operating and guest retreat needs.

The Brinton Observatory will only be available for NOVAC use in conjunction with Meadowkirk-requested NOVAC outreach events, or planned maintenance activities, and only with prior knowledge of the NOVAC and Meadowkirk liaisons.

IX. Two-Person & Arrival/Departure Protocols

To help ensure the safety of its members, NOVAC access to Meadowkirk – whether for the club's own astronomy observing activity, NOVAC-led astronomy observing events for Meadowkirk guests, Observatory inspection or maintenance/repair activity, or for any other purpose – requires the presence of at least two NOVAC-affiliated adults at all times (at least one of whom is a NOVAC member).

NOVAC members will alert Meadowkirk's designated liaison(s) of their arrival and departure via a pre-arranged phone, text messaging, or other communications format.

X. Other Provisions

NOVAC and Meadowkirk will exchange current certificates of insurance.

XI. Term

This MOA will remain in effect from the date of signing through calendar year 2023,

renewing automatically thereafter for twelve (12) month periods unless either party gives the other written notice of its intention not to renew the MOA at least (30) days before the end of the applicable twelve (12) month period.

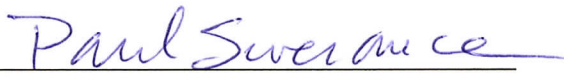
Meadowkirk and NOVAC reserve the right to mutually amend or unilaterally suspend this MOA with thirty (30) days' written notice from either Party.

SIGNED:



Timothy Sipols
Executive Director & CEO
Meadowkirk, Inc.

Date: 4-14-22



Paul Severance
President
NOVAC

Date: 4/14/22



RELEASE, HOLD HARMLESS & INDEMNIFICATION

In exchange for the right to enter upon property located at 38012 Delta Farm Lane, Middleburg, Virginia (the "Meadowkirk Site") and/or the ability to participate in various activities coordinated by Meadowkirk, Inc., the undersigned Participant agrees to the following:

Participant on behalf of himself or herself, and his or her executor, administrators, assignees or heirs, voluntarily releases, forever discharges, and waives any and all rights and claims for damages, losses, demands and any other actions whatsoever, including all claims for consequential damages, lost earnings or lost profits, which he or she, may have or which may arise against Meadowkirk, Inc., the owner of the Meadowkirk Site, and any of their employees, volunteers, directors, officers, agents, guests, shareholders, and affiliates (together, all such parties are referred to herein as "Meadowkirk"), and including, but not limited to, any and all injuries, damages, or illnesses, which may, in any way whatsoever, arise out of, be related to or be connected with his or her presence on the Meadowkirk Site or any activities coordinated by Meadowkirk. Participant hereby expressly assumes the risk of entering the Meadowkirk Site and of taking part in activities coordinated by Meadowkirk.

Participant on behalf of himself or herself, and his or her executor, administrators, assignees or heirs, agrees to indemnify, hold harmless and defend Meadowkirk from any and all fault, liabilities, costs, expenses, claims, demands or lawsuits arising out of, related to or connected with Participant's use of or presence on the Meadowkirk Site or participation in activities coordinated by Meadowkirk, including but not limited to claims which allege negligent acts or omissions by Meadowkirk as well as claims associated with the novel coronavirus ("COVID-19"). Should any such claim, demand, or lawsuit arise or be asserted in any way whatsoever related thereto, whether arising under the laws of the United States, any state, or under any theory of law or equity, Participant will indemnify, hold harmless and defend Meadowkirk from any and all costs, expenses or liability including, but not limited to, the cost of any settlement or judgment made or rendered against Meadowkirk whether individually or jointly with Participant, together with all costs of court and other costs or expenses incurred in connection with any such claim, demand or lawsuit, including reasonable attorney's fees.

Participant furthermore hereby acknowledges and agrees that he or she has read, understands and will at all times abide by this agreement.

PARTICIPANT

Print Name

Date

Sign and email completed forms to:

Timothy Sipols
tsipols@meadowkirk.org
616-648-5977 mobile/text ok

Jessica Sipols
jsipols@meadowkirk.org
616-648-6077 mobile/text ok

Sarah Wilson
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571-439-4337 mobile/text ok