

EXCLUSIVE USE OF LANDSITE DURING TCC CALENDER SCHEDULED EVENTS

STATEMENT OF POLICY:

It is the policy of the TCC that organizations hosting TCC sanctioned events, (i.e. listed on the TCC Calendar of Events), have the authority to govern the concurrent use of the Landsite. This governance authority specifically includes the right to exclude members and guests not registered for an Event from the entire Landsite, including common use facilities and individual members' established sites. The right and period of exclusion exist only during the Reserved Period and Event Period of Events conducted under the provisions of a properly executed TCC Landsite Event Agreement.

PURPOSE:

To establish a policy governing the exclusive use of the Landsite and common use facilities by organizations hosting events scheduled on the TCC Calendar of Events.

EFFECTIVE DATE:

January 1, 2007

GOVERNING AUTHORITY(S):

Voted and approved by TCC Delegates July 27, 2006

DEFINITION OF TERMS:

See Appendix A, Definition of Terms.

POLICY DETAILS

EFFECTIVITY:

This policy applies to Events:

1. Scheduled after the EFFECTIVE DATE of this policy document, and:
2. That have been listed on the delegate approved TCC CALENDAR OF EVENTS and/or posted to the TCC WEBSITE Calendar of Events for a period of no less than thirty days prior to the first date of restricted use, and:
3. For which a TCC LANDSITE EVENT AGREEMENT has been properly executed, and:
4. For the RESERVED and EVENT PERIODS (dates) specified in a TCC Landsite Event Agreement and TCC Calendar of Events.

TCC ORGANIZATIONS AND INDIVIDUALS AFFECTED:

1. TCC MEMBER CLUBS, COMMERCIAL MEMBERS, and their individual members and owners/employees/guests, respectively.
2. TCC INDEPENDENT MEMBERS and their guests.
3. The TCC BOARD MEMBERS, (Chairman, Vice Chairman, Secretary, and Treasurer).
4. The TCC WEBMASTER.
5. ORGANIZATIONS HOSTING EVENTS.
6. EVENT COORDINATORS, REGISTRARS, and PARTICIPANTS.
7. The DESIGNATED TCC REPRESENTATIVE for each Landsite Event.

APPLICABILITY:

This policy applies to:

1. Organizations scheduling an Event via a request for listing on the TCC Calendar of Events at the October TCC Business Meeting, (Pre TCC Calendar publication slated Events), or after the January/Annual TCC Business Meeting via the execution of a TCC Landsite Event Agreement for subsequent inclusion via a change to the annual TCC Calendar of Events, (Post TCC Calendar publication slated Events).
2. TCC members and guests planning visits to the Landsite in a Day Use or Casual Camper status during the Reserved Period of an Event scheduled on the TCC Calendar of Events.

SCOPE:

This policy **allows** organizations hosting an Event to specifically exclude from the Landsite the following categories of Landsite visitors during the Event Period and/or Reserved Period of an Event scheduled on the TCC Calendar of Events:

1. Members and their guests on the Landsite, or seeking entry to the Landsite, for day use or overnight casual camping.
2. Members and their guests on the Landsite, or seeking entry to the Landsite, for the purpose of making non-emergency maintenance/improvements to long term reserved sites or the vehicles, structures, or material thereon.

This policy **does not**:

1. Restrict an Event hosting organization's authority to reject applications to their event from any individual, or class or category of individual, for any reason.
2. Prevent concurrent use of the Landsite by Casual Camping members and guests not registered for an Event during the Event Period and/or Reserved Period if the hosting organization so desires.

EXCEPTIONS:

As exceptions to the above stated exclusion policy, hosting organizations **may not** exclude entry onto the Landsite by:

1. **LOCAL, STATE, AND FEDERAL OFFICIALS** - lawfully executing their official duties including, but not limited to, law enforcement and criminal/civil investigation activities.
2. **EMERGENCY RESPONDERS** - in the conduct of their duties including, but not limited to, emergency medical service (EMS) response personnel and fire/rescue personnel.
3. **THE DESIGNATED TCC REPRESENTATIVE** - appointed in accordance with Land Use Procedure 10-2 to aid the hosting organization and to insure that TCC land use rules and procedures are followed and the interest of the TCC are protected.
4. **TCC ELECTED OFFICIALS** - or designated representatives thereof, in the conduct of essential, non-routine, TCC business.
5. **OTHER PERSONS** - deemed essential by the Designated TCC Representative or a TCC Board Member to provide emergency repairs or services to TCC owned property or material during the Reserved Period of an Event.
6. **THE LANDSITE CARETAKER** - the person(s), designated by the TCC as Caretaker and living on the Landsite on a part or full time basis.

7. **VENDOR PERSONNEL** - with established business relationships with the TCC to provide essential services such as trash dumpster servicing, electrical service meter reading, and propane tank replenishment. Such vendors may have a gate key and their service agreements may authorize their making brief, periodic, unannounced visits to the Landsite, generally during weekday business hours, in accordance with their own business schedules.
8. **MEMBERS WITH ESTABLISHED RESERVED SITES** - seeking temporary entry to the Landsite to perform **emergency** repairs/maintenance necessary to eliminate conditions that represent a hazard to health or imminent hazard to property if not immediately attended to.

ENFORCEMENT:

Event Coordinators of Hosting Organizations and/or the Designated TCC Representative may deny entry to or ask persons to vacate the Landsite under the following circumstances:

1. A person on the Landsite is in violation of the provisions of this policy document.
2. A person is presenting an imminent danger to themselves, other persons, or property.
3. A person is violating the laws of any applicable political entity.
4. A person is preventing the peaceful enjoyment of an Event by others.

DISPUTE RESOLUTION:

Disputes between Event coordinators and persons in violation of the provisions of this policy document that cannot be resolved will be referred to the Designated TCC Representative for resolution.

1. **USE OF FORCE** - or any form of physical coercion or restraint will not be used in the enforcement of this policy except in cases of perceived imminent danger to persons or property.
2. **IMPAIRED VIOLATORS** - In no case will a person not in full control of their physical or mental faculties be asked, or allowed, to drive or vacate the Landsite by any means or transport that could present a danger to them selves or others.
3. **PRECEIVED IMMINENT DANGER** – by individuals to persons or property that cannot be resolved in a peaceful and reasonable manner, will be resolved by the Designated TCC Representative, (or Event Coordinator in the absence of the Designated TCC Representative), by calling 911 for assistance in evacuating the offender from the Landsite by the Milam County Sheriff's Office, or Emergency Medical Services, as appropriate.
 - A. **MEDICAL EMERGENCY EVACUATIONS** - The recommended method of evacuating individuals for traumatic injury or life threatening use of alcohol or drugs is by the Emergency Medical Services (EMS) available through calling 911.

- B. BREACH OF THE PEACE EVACUATIONS - of individuals for reasons of physical aggression or disturbing the peace, but not experiencing life threatening medical condition, should be accomplished by calling the Milam County Sheriff's Office at 911.
4. REPORTING OF VIOLATIONS - The Event Coordinator is to notify the Designated TCC Representative in all cases of a TCC member or guest refusing to comply with the provisions of this document, or requiring law enforcement or EMS intervention.
 5. REMEDY FOR VIOLATIONS - In cases of egregious violations of this policy, or repeated flagrant disturbances of the peace during Events, the TCC may review the membership status of the violator(s) in accordance with the TCC Articles of Agreement or other applicable TCC policies, rules, or regulations.

POLICY RESPONSIBILITIES:

1. TCC BOARD - is responsible for reviewing and ultimate approval/disapproval of the provisions of this document.
2. TCC LAND MANAGEMENT CHAIRMAN - is responsible for periodically reviewing the provisions of this document and recommending changes to the TCC Board for consideration.
3. TCC SECRETARY - is responsible for clearly annotating Event dates on the TCC Calendar of Events that restrict entry to, and use of Landsite facilities, by members and their guests under the provisions of this policy document.
4. TCC INDEPENDENT and CLUB MEMBERS - are responsible for knowing the provisions of this policy document, adhering to the provisions, and insuring that their guests know and adhere to the provisions.
5. THE DESIGNATED TCC REPRESENTATIVE - for a scheduled event is responsible for knowing the provisions of this policy document, adhering to the provisions, and insuring that the organization hosting the event adheres to the provisions.

IMPLEMENTATION RESPONSIBILITIES:

1. ORGANIZATIONS HOSTING EVENTS - To avoid unnecessary additions / updates / changes to the TCC Calendar of Events, and possible confusion and misunderstandings resulting from late additions or frequent updates to the TCC Calendar of Events; it is incumbent upon organizations hosting Events to identify their annual Event and Reserved Period dates as early as possible—preferably at the October/Fall Business Meeting when the draft TCC Calendar of Events for the year is proposed.
2. TCC SECRETARY - The TCC Calendar of Events approved by the Delegates at the January/Winter Business/Annual meeting and all subsequent revisions thereto will be released for publication, distribution, and posting to the TCC Website by the Secretary as expeditiously as practicable so as to:

- A. IDENTIFY - the Event hosting organization and title of their Event.
 - B. SPECIFY - the inclusive Event Period.
 - C. ANNOTATE - separately any additional pre or post Event Reserved Period(s) specified by the hosting organization so as to clearly distinguish the inclusive Event dates from Reserved Period(s) so as to prevent confusion between the two Periods.
 - D. Identify every update of the TCC Calendar of Events by a sequential numbering/dating method.
 - E. Forward immediately the TCC Calendar of Events and updates to the TCC webmaster for immediate posting to the applicable TCC website.
 - F. Notify TCC Delegates, Independent Members, and Commercial Members via e-mail of all TCC Calendar of Events changes and updates.
- 3. TCC WEBMASTER - will immediately update the TCC web site with the TCC Calendar of Events changes and updates provided by the TCC Secretary.
 - 4. TCC DELEGATES - are responsible for disseminating the information contained in the TCC Calendar of Events and all updates and changes to their constituent members.
 - 5. TCC COMMERCIAL MEMBERS - are responsible for disseminating the information contained in the TCC Calendar of Events and all updates and changes to their organizations and employees.

ASSOCIATED TCC FORMS, DOCUMENTS, AND POSTINGS:

- 1. TCC Landsite Event Agreement.
- 2. TCC Land Use Policy and Procedures
- 3. TCC Calendar of Events.
- 4. TCC Website Calendar of Events Posting.

PREPARED BY: Dan Murdoch, TCC Land Management Committee
Member for the TCC Land Management Committee.

SIGNED: _____
Seth Cortigene
TCC Chairman

SIGNED: _____
Larry Perry
TCC Vice Chairman

SIGNED: _____
Bob Whitaker
TCC Secretary

SIGNED: _____
Hal Pryor
TCC Treasurer

SIGNED: _____
Dale Arndt
TCC Land Management
Committee Chairman

APPENDIX A:

DEFINITION OF TERMS FOR EXCLUSIVE USE OF LANDSITE DURING TCC CALENDER SCHEDULED EVENTS POLICY DOCUMENT

DEFINITION OF TERMS:

1. **Casual Camping:** Any day use or overnight stay on the Landsite, Common Use Areas and/or Long Term Reserved Sites, for any purpose, by members and guests **not** in conjunction with an Activity Weekend or Event scheduled on the TCC Calendar of Events.
2. **Common Use Areas:** All areas, buildings, and facilities on the Landsite not reserved for individual use under the provisions of a TCC Land Management Proposal – Request – Donation form or TCC Land Use Agreement.
3. **Day Use:** Any use of the Landsite, Common Use Areas and/or Long Term Reserved Sites, by members and guests, for any purpose, not involving an overnight stay and not in conjunction with an Activity Weekend or Event scheduled on the TCC Calendar of Events.
4. **Designated TCC Representative:** The Designated Land Management Committee member(s) or TCC Officer(s) Representative appointed in accordance with Land Use Procedure 10-2 to aid the hosting organization and insure that TCC land use rules and procedures are followed and the interest of the TCC are protected.
5. **Event:** Any run, campout, retreat, or other similarly titled activity held on the Landsite under the provisions of a TCC Landsite Event Agreement, (formerly titled “Lease Agreement”).
6. **Event Period:** The inclusive dates an organization is scheduled to host the registered participants of an Event on the Landsite.
7. **Long Term Reserved Sites:** A plot on the Landsite reserved for by a member for personal use under the provisions of a TCC Land Management Proposal – Request – Donation form or TCC Land Use Agreement.
8. **Reserved Period:** The inclusive dates an organization is reserving the Landsite for its exclusive use; including preparation days for an Event, the Event Period, and post Event restoration and rehabilitation activities; during which the organization wished to restrict Day Use and Casual Camping.
9. **TCC Calendar of Events:** The annual schedule of events to be held on the Landsite under the provisions of a TCC Landsite Event Agreement as approved by the TCC delegates and subsequently posted on the TCC website.
10. **TCC Landsite Event Agreement:** The contractual document executed between the organization hosting an event and the TCC that reserves the Landsite for a specified period of time.