

Burland Homeowners' Association, Inc.

P.O. Box 372

Bailey, CO 80421

burlandhoa@yahoo.com

AGREEMENT FOR USE OF WEAKLAND-FAWKS PARK PAVILION

Name \_\_\_\_\_ Date \_\_\_\_\_

The Burland Homeowners' Association, Inc., (BHOA) hereby grants permission to the undersigned applicant, a resident of Burland Ranchettes or one of its immediately adjacent neighborhoods, for the use of the Pavilion at Weakland-Fawks Park on: \_\_\_\_\_, from \_\_\_\_\_ to \_\_\_\_\_ o'clock.

I expect approximately \_\_\_\_\_ guests to attend. (NOTE: The Pavilion capacity is approximately 80 persons. Please DO NOT place equipment beyond the area immediately surrounding the Pavilion. If you need to drop off supplies at the Pavilion, please DO NOT drive from the parking lot to the Pavilion inside the fence. We can open the chain across the road for you. When unloaded please remove all but one of your vehicle(s). DO NOT park vehicles on the grass field. There are only 20 parking spaces in the lot. Please carpool large groups and leave at least 5 parking spaces open for other Burland residents. Please observe and obey the No Parking signs along the fence. Park Closes at Sundown. Thank you.)

Propane and electric grills ONLY. Absolutely NO charcoal, wood, or other ember or spark producing fires allowed.

Will you need electricity at the Pavilion? \_\_\_\_\_. For vehicle access to the Pavilion, access road chain unlocked? \_\_\_\_\_.

The undersigned applicant hereby deposits \$50.00 with the BHOA as security to ensure that the facilities are clean, trash and debris created by this party removed, and the property is in a condition consistent with the park facilities prior to use by the undersigned. When we have determined such, the deposit check will be marked Void and shredded. Receipt of check by the BHOA reserves the Pavilion for the date indicated above and your good faith agreement to abide by the Rules stated herein and on all signage at the Park.

I am aware that this Agreement is for the exclusive use of the Pavilion only and there could be others using the Park facilities (parking lot, playground, field, trails and sanitary station) at this time.

If for some reason the event is cancelled and the facility will not be used on the date indicated, I will notify you by emailing Burlandhoa@yahoo.com.

The undersigned, on behalf of himself, herself, and all other persons using the Park related to the Agreement, hereby agrees to hold BHOA, its officers, directors, employees and representatives, harmless from any claims, demands, and caused of action, and acknowledges and agrees that BHOA is not liable for any injury or damages. All persons using the Park do so at their own risk. The undersigned is responsible for supervising their guests so as to prevent public nuisances. The undersigned further agrees to defend BHOA, its officers, directors, employees and representatives, and to bear all such costs including reasonable legal fees.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Physical

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Receipt of the sum of \$50.00 is acknowledged.

By: \_\_\_\_\_