



Black Forest Together Resource Center  
11460 Black Forest Road  
Black Forest, CO 80908

[www.BlackForestTogether.org](http://www.BlackForestTogether.org)

Phone: 719-495-2445

Resourcecenter@Blackforesttogether.org

## Work Project Application

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

PROJECT ADDRESS: \_\_\_\_\_

ZIP: \_\_\_\_\_ HOME #: \_\_\_\_\_ CELL #: \_\_\_\_\_

EMAIL: \_\_\_\_\_

BFT WORK ORDER #: \_\_\_\_\_ BFT INTAKE VOLUNTEER: \_\_\_\_\_

BFT enters this (Date mmddyr and unique sequential # for given day)

Example: 0615141 indicates June 15, 2014, the first order of the day

### NEEDS:

<input type="checkbox"/> Black Tree Cleanup	<input type="checkbox"/> Green Tree Trimming	<input type="checkbox"/> Tree Felling
<input type="checkbox"/> Raking	<input type="checkbox"/> Erosion Control	<input type="checkbox"/> Chipping
<input type="checkbox"/> Tree Planting	<input type="checkbox"/> Debris Cleanup	<input type="checkbox"/> Tree Assessment
<input type="checkbox"/> Grass Seeding	<input type="checkbox"/> Fencing	Other _____

Home Loss  Yes  No Property # of Acres: \_\_\_\_\_

Rebuilding?  Yes  No If "Yes", Status of Rebuild \_\_\_\_\_

Tree Loss  All  Partial - # of Acres \_\_\_\_\_ of green & # of Acres of black \_\_\_\_\_

Utilities Available? Electric  Y or N Water  Y or N Porta-Potty needed?  Y or N

You can provide (#) \_\_\_\_\_ workers including yourself.

Will you be willing to volunteer on future BFT projects? YES! Or No, not at this time

A Service Fee will be determined upon completion of a Site Visit.

 Property Owner's Signature \_\_\_\_\_

NOTES:



Black Forest Together Resource Center  
Forest Plaza Center, 11590 Black Forest Road, Suite 30  
Black Forest, CO 80908  
www.BlackForestTogether.org  
Phone: 719-495-2445  
Blackforesttogether@ gmail.com

For BFT staff use only

County: El Paso; Grant

Community Information (HOA, Subdivision, etc.):

**SIGNATURE REQUIRED – FAILURE TO SIGN THIS DOCUMENT WILL RESULT  
IN SIGNIFICANT PROJECT DELAYS.**

## LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY

THIS LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY is an agreement made

and entered into the date: \_\_\_\_\_ by and between \_\_\_\_\_,  
“Licensor” (landowner or landowner’s legal designee) and Black Forest Together hereinafter referred to  
as “BFT”.

WHEREAS, BFT has requested access to and the right to enter upon the land described herein below (the  
“Property”), for the purposes described below that are related to the BFT’s mission; and

WHEREAS, Licensor is the owner of the Property, or of the current right to occupancy thereof, and has  
the right to grant a license to enter upon the Property for the purposes described herein, and desires to  
grant such right to BFT upon the terms and conditions set forth in this Agreement;

NOW, therefore, in consideration of the mutual promises and covenants contained herein, receipt and  
sufficiency of which is hereby acknowledged, the Parties agree as follows.

A. License Grant. The Licensor grants to BFT, its employees and authorized volunteers, contractors  
and subcontractors, acting within the scope of their employment or contract (collectively, the  
“Licensees”), a non-exclusive license to enter upon the Property during the term hereof, without prior  
notice, for the purposes described below. Licensor may revoke such license at any time by written notice  
to BFT in accordance with the Notice provisions herein. Said license is subject to the following terms and  
conditions:

1. Description of Property. This License concerns the following Property:  
(enter street address and/or legal description of property to be accessed; attach map if possible)

2. Mailing Address, if different from property address:

3. License Period. This License shall be in effect

for these dates: \_\_\_\_\_ through \_\_\_\_\_ inclusive (the "License Period").

If any dates or times are excluded from the License Period, they are specified here:

- not applicable
- describe dates to be excluded:

4. The parties may by mutual written agreement extend the term of this License as necessary to permit the purposes and activities for which it is granted to be completed. **No work shall be commenced until this License has been fully signed.**

5. Purpose. This agreement applies to BFT for the purpose of conducting the following activities (*check all that apply; add additional pages as necessary for work descriptions*)

- Access to property for planning of potential volunteer projects, forest health projects, or other work. Date checked, if different from original signature date \_\_\_\_\_
- Locate and store tools, supplies, equipment requisite to field work  
Date checked, if different from original signature date \_\_\_\_\_
- Volunteer Projects: Undertake fire rehabilitation projects, that may include the creation or installation of erosion control barriers, sandbags, logs or other native materials and other projects or events as determined by Licensor and BFT.  
Date checked, if different from original signature date \_\_\_\_\_
- Other Projects – Fire Mitigation

6. Commencement of Work. Work by BFT and/or its contractors is expected to commence on or about the Effective Date, but is subject to change due to contractor scheduling, weather conditions, and other factors. BFT will endeavor to provide notice to Licensor when work has commenced.

7. No License Fee. This license is granted at no cost to BFT.

B. Release of Liability. BFT hereby releases the Licensor from all liability or responsibility for injury that the Licensees may suffer as a result of or in connection with his/her entering upon the Property (except for injuries caused by the negligent or intentional acts of the Licensor).

C. Liability of Licensee. The Parties understand and agree that the liability of BFT, its agents and assigns, is limited to its actions. Contractors shall be required to provide reasonable proof of general liability insurance, prior to undertaking work for BFT on the Property.

D. Additional Terms and Conditions.

1. **Notices.** All notices required to be given under this License shall be deemed given when actually delivered to the designated representative(s) of the party to be given notice by (i) certified mail, return receipt; or (ii) by hand delivery or courier service, if a signed receipt is obtained upon delivery; or (iii) by facsimile transmission, if confirmation of receipt of the transmission is obtained,. A party may change its designated representative(s) or address at any time by written notice in the same manner as for any other notice. The initial representatives of the parties shall be the persons whose names and addresses are:

Licensor - (physical and mailing address(s) must be listed above in paragraph A., sections 1.&2.)

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

Phone / Email: \_\_\_\_\_

Black Forest Together (BFT) Representative: \_\_\_\_\_

719-495-2445 resourcecenter@blackforesttogether.org

2. **Non-Assignment.** Except as specifically permitted under section A herein above, BFT shall not transfer, assign, or otherwise convey the rights granted in this agreement to any other person or party without the express prior written consent of the Licensor(s). Any such conveyance in violation of this paragraph shall be null and void.

3. **Legal Authority.** The Licensor warrants he/she/it possesses the legal authority to enter into this License and has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this License and to bind the Licensor to its terms. The person(s) executing this License on behalf of the Licensor warrant(s) that such person(s) have full authorization to execute this License.

4. **Non-Assignment.** Licensor shall not assign or sublicense any of its obligations under this License without the advance written consent of BFT. Any unauthorized assignment shall be void. BFT shall have the right, but not the obligation to terminate this License, without waiver of any other right or remedy, upon notice of Licensor's assignment or sublicense in violation of this section.

5. **Binding effect.** This License is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.

6. **Entire Agreement.** This License including the exhibits incorporated herein by reference constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this License.

7. **Amendment.** No modification or amendment to this License shall be valid unless it is made in a writing signed by the authorized representatives of the parties.

8. **Waiver.** The waiver by either party of a breach or violation of any provision of this License shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

**9. AUTHORIZATION AND RELEASE FOR USE OF PICTURES IN ANY MEDIA**

I hereby grant to the Black Forest Together (BFT), its legal representatives, successors and assigns, irrevocable permission to take and to copyright, in its own name or otherwise, and re-use, publish and republish photographic portraits, pictures or similar images or likenesses (collectively, the "Pictures") of me and my children and/or other minors for whom I am legally responsible, including, without limitation, any other pictures in which I or they may be included, in whole, in part, or altered using software, through any medium, and in any and all media now or hereafter known for illustration, promotion, art, editorial, or any other purpose whatsoever. The pictures may be published in any manner, including in noncommercial advertising, periodicals, trade show exhibits and other promotional applications. Furthermore, I will hold harmless BFT, its representatives, successors and assigns, from any liability arising from or in connection with the aforementioned Pictures. (Optional)

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

**LICENSOR (Property Owner):**



\_\_\_\_\_

Print Name

\_\_\_\_\_

Signature & Date

Signature connotes acceptance with the terms of this agreement;  
Failure to sign will result in delays of proposed work.

**Black Forest Together (BFT) Representative:**

\_\_\_\_\_

Print Name &

Title

\_\_\_\_\_

Signature & Date