



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

Work Project Application

NAME: _____

PROJECT ADDRESS: _____

ZIP: _____ HOME #: _____ CELL #: _____

EMAIL: _____

DATE: _____

WORK ORDER #: _____

BFT enters this (Date mmddyy and unique sequential # for given day)
 Example: 0615141 indicates June 15, 2014, the first order of the day

BFT INTAKE VOLUNTEER: _____

IS THIS A COMMUNITY REQUEST? ___yes ___ no. If "yes", the community contact person must complete the next page. If "no", ignore the next page.

NEEDS: NOTE - We do not fell trees

___ Black Tree Cleanup	___ Green Tree Trimming	___ Debris Cleanup
___ Raking	___ Erosion Control	___ Chipping
___ Tree Planting	___ Digging	___ Tree Assessment
___ Grass Seeding	___ 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 you. Provide lunch for the Volunteers? ___ Y or N.

Will You Volunteer on future BFT projects? ___ Y or N. Will you donate to BFT? ___ Y or N.

Property Owner's Signature _____

NOTES:

COMMUNITY WORK PROJECT APPLICATION

A community work project is one where the same work is done for a community, i.e., chipping. If additional work for an individual property owner work is requested, a separate form should be completed by that property owner. A community contact is required.

What is the name of your community: _____

Who will be assisting Black Forest Together in this community project?

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Community Contact:

Name: _____

Address: _____

Community Contact Signature

2. Mailing Address: (mailing address, email, fax)

<<enter address, email, fax>>:

3. License Period. This License shall be in effect from _____ through _____, 2017 inclusive (the "License Period"). If any dates or times are excluded from the License Period, they are specified here:

- not applicable
- describe:

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:

Black Forest Together

<<email of staff contact below>>

Name: _____

Phone / Email: _____

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

Name: _____

Phone / Email: _____

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):

By:

Print Name & Title:

LICENSOR SIGNATURE:

(Signature connotes acceptance with the terms of this agreement – Failure to sign will result in delays of proposed work)

Date: _____

FOR Black Forest Together:

By:

Print Name & Title:

BFT SIGNATURE:

Date: _____