

COPPLE CROWN VILLAGE DISTRICT

81 MOUNTAIN DRIVE • NEW DURHAM • NEW HAMPSHIRE • 2015CCVD@GMAIL.COM

AGREEMENT AND RELEASE OF LIABILITY COPPLE CROWN VILLAGE DISTRICT PARKING LOT

This agreement and release of liability (the "Release") is executed to (name): _____
whose address is _____, that wishes to park a (henceforth the "vehicle"):

- | | |
|---|---------------------------------------|
| <input type="checkbox"/> Personal Trailer | <input type="checkbox"/> Boat |
| <input type="checkbox"/> Recreational Vehicle | <input type="checkbox"/> Snowmobile |
| <input type="checkbox"/> Camper | <input type="checkbox"/> Other: _____ |

with a color of _____ and a bow/plate number of _____

Start (month): _____ - valid for 12 months

I can be reached at (Phone #): _____ and (email): _____

By signing below, I agree to the following terms and conditions:

1. I am a resident of Copple Crown Village District (CCVD) and desire to leave an item of my belonging (vehicle listed above) in the designated parking area for one year (12 months), for the agreed upon fee of **\$100**, paid in full before parking said vehicle.
2. I agree that any damage or loss that may occur to my vehicle or its contents while in the designated parking area is my sole responsibility. I further understand and agree that CCVD cannot and does not assume responsibility for any damage to my vehicle, theft of property, or any part of the vehicle, or loss of personal articles from the vehicle.
3. I release and discharge CCVD, its trustees, officers, agents, employees, and any person acting as employees (Releasees) from any and all liability for any injury, damage claim, demand, action, cost, and expense of any nature that I may at any time have or incur, arising out of or in any manner related to parking my vehicle in the designated parking area during the above noted period.
4. I agree to indemnify, defend, and hold the Releasees harmless from any liability, claim, action, debts, damage, loss, cost, and expense of every kind or nature asserted by any party against any Releasees or incurred by any Releasee and arising directly or indirectly from or in connection with the parking of my vehicle in the designated parking area.
5. I agree to affix a provided identification tag to my vehicle so that I can be contacted in case of emergency regarding my vehicle.
6. I further agree that if I do not claim my vehicle by the end of the year as noted in this release, CCVD may move my vehicle to another location on property or have it removed completely. I further agree that should I not claim my vehicle by the end of the year, I shall be responsible for any costs associated with moving my vehicle.
7. I agree that I will park only one vehicle registered to my address in the designated parking area. Forms may not be filled out for vehicles that do not belong to the applicant.
8. I understand that parking in the parking area is first come first serve for full time residents. Filling out this form does not guarantee that I will have a place to park my vehicle.
9. I agree that CCVD has the right to move my vehicle should they need to. This could include, but is not limited to, parking the vehicle incorrectly (see #10), parking in a no parking zone, or space needed for snow removal.
10. I agree to park my vehicle in such a manner that allows as many vehicles as possible to be parked in the designated parking area. I understand that this means parking perpendicular to the tree line, parallel to the other vehicles in the parking area, and as close as possible to the next vehicle. I understand that if I don't, CCVD has the right to ask me to fix it or move it themselves (see #9).

11. I represent to CCVD that

- a. I have read this Release and fully understand its contents and the effect of its terms and provisions.
- b. I sign the Release as my own free act and deed.
- c. With respect to the matters set forth in this Release, no oral representations, statements, or inducements other than those expressly contained herein have been made to me by any of the Releasees.
- d. I am over eighteen (18) years of age and fully competent to sign this Release.
- e. I execute this release for complete and adequate consideration, fully intending to be bound by the same.
- f. I agree that this Release shall be constructed in accordance with the laws of the State of New Hampshire.

12. If any term or provision of this Release shall be held illegal, unenforceable, or in conflict with any law governing this Release, then I agree that the validity of all remaining terms and provisions shall not be affected thereby.

Resident Signature: _____

Date: _____

Commissioner Signature: _____

Date: _____

This is in accordance to RSA:52:1

3.c

The Lodge parking lot is to be used for temporary overnight parking for residents and their guests. No business or commercial vehicles or trailers may be parked in the CCVD Lodge parking lot without Commissioners written permission.

3.d

Vehicles, personal trailers, recreational vehicles, campers, snowmobiles and boats may not be left in the Lodge parking lot for more than 5 days unless written permission is received from the board of commissioners. Commissioners may limit the length due to available space. Parking in excess of this time period will result in a fine and the vehicle will be towed at owners' expense.

3.e

Unregistered vehicles, personal trailers, recreational vehicles, campers, snowmobiles and boats are prohibited.
Per order of CCVD commissioners.

For Office Use Only

Permit # _____

Date Parked: _____

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PAYMENT FORM

I (applicant) _____, intend to park a vehicle listed in the attached release. I have requested to park for a year (12 months), starting (month)_____ (year)_____. By signing the above release, I have agreed that the fee for this is \$100, paid up front.

Included is may payment of \$100

Cash

Check

Date: _____

Signed,

(Applicant)

(Commissioner)

(Treasurer)