

**Stoney Creek Recreation Association (SCRA) Clubhouse
Fire Pit and BBQ Grill Addendum**

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Any clubhouse renter, who wants to use his or her portable fire pit or BBQ grill on SCRA property, must first have approval from the SCRA board. At least two week prior to the event, the renter should email the clubhouse chairperson to request permission and include specific details. Among other conditions, approval will be conditional on the renter determining a suitable location that does not damage any property including the surface below the pit. As part of the Fire Pit and BBQ Addendum, this location must be specifically described with pictures and including distances to combustible materials, and how the fire will be contained. The renter must provide his or her own hose or fire extinguisher as required.

No fire of any kind is allowed without SCRA board approval. You will be notified by email of the board's decision.

Per Boiling Springs Fire Marshall, Trent Carson, an open fire must meet the following requirements:

- 1) Be a least 20 feet, away from any combustible materials such as a building, automobiles or trees and bushes.
- 2) Continuously monitored by a responsible adult
- 3) A water hose or 10 pound ABC rated fire extinguisher must be present.

The operator/ agent can be fined \$240-\$1080 for an unsafe fire.

Anyone with any questions should contact the Boiling Springs Fire Marshall Trent Carson at 268-3637.

Description of proposed location:

- 1. Indemnity and Release.** Licensee and all of Licensee's guests, invitees, employees and agents shall assume all risk of use. Licensee shall indemnify, defend and hold harmless SCRA from any claims, demands, expenses, attorneys' fees and liability arising out of Licensee's use. In addition, Licensee, for itself and for all persons who may come upon the Facilities or adjoining areas and grounds during Licensee's use of the Facilities, hereby agrees that SCRA shall not be liable in any way for any manner, cause, thing, actions, or omission with respect to the Facilities or the adjoining areas and grounds or with respect to Licensee's use of the Facilities, and SCRA is hereby released and discharged of any and all liability of any kind with respect thereto. Licensee and SCRA are not partners, joint ventures, principals, and agents or otherwise related in any way. Licensee agrees that SCRA may file a lien against Licensee's property located within Stoney Creek for any and all costs, expenses and/or damages incurred by SCRA in connection with this Agreement which have not been satisfied within thirty (30) days written notice from SCRA to Licensee.
- 2. Miscellaneous.** This document contains all statements and agreements made regarding the use of the Facilities by the Licensee. Duplicate originals of this Agreement shall be permitted. This Agreement may not be amended or modified, except by a written agreement signed by both Licensee and SCRA. The provisions of this Agreement shall control over any conflicting provisions of the Information.

RESIDENTS Homeowner/Licensee/Sponsor:

Name:

Phone #:

Address:

E-Mail Address

Type of Event:

Time Period:

Day: _____ **Date:** _____

Time from: _____ **To:** _____

HOMEOWNER/LICENSEE/SPONSOR:

Sign:

Date:

Date Received: _____

Non Resident Licensee Information:

Name:

Phone #:

Address:

E-mail Address

Non Resident Licensee

Sign:

Date: