

**Elk River Property Owners' Association**  
**Member Representation of Use**

This Representation of Use is given this \_\_\_\_ day of \_\_\_\_\_ from the undersigned member of the Elk River Property Owners' Association, Inc. (the Association is hereinafter referred to as "Elk River" and the member is hereinafter referred to as "Member").

WHEREAS, Member has requested that Elk River grant the individual(s) named on the attached schedule ("hereinafter referred to as "Houseguest") limited rights to use the airport owned by Elk River (hereinafter the "Airport") on and including the dates as set forth on the said schedule.

NOW THEREFORE, In consideration of Elk River granting such limited rights of use of the Airport, the Member hereby makes the following representations:

1. The Member has notified the proposed Houseguest that the Houseguest is required to provide to Elk River an executed Houseguest Memorandum of Understanding, Release, Indemnity and Hold Harmless Agreement together with appropriate documentation of insurance as provided for therein.
2. The Member has completed, in full, the schedule attached to this Representation.
3. On and during the proposed dates of use of the Airport by the Houseguest, the Houseguest shall reside on premises owned or leased by the Member.
4. The Member represents that there is no commercial or business purpose associated with the intended use of the Airport by the Houseguest. Aircraft properly approved for charter activities by, or on behalf of, Elk River Property Owners and their approved guests are not considered a violation of representation number four (4).

It is understood and agreed to by the undersigned Member that the breach of any of the foregoing representations shall result in the suspension of the Member's rights to future houseguest use of the Airport. It is further understood and agreed to by the Member that Elk River reserves the right to deny use of the Airport to the houseguest of a Member if,

in the sole discretion of Elk River, such use is inappropriate for any reason. The Member acknowledges that the fee for the use of the Airport by a houseguest is \$150 for each use (one takeoff and one landing shall constitute a single use). In addition, an overnight parking fee of \$50 shall be charged for each night a houseguest aircraft is parked on the Airport ramp. These fees shall be billed to the Member's account.

Member:

Name \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

### **Schedule**

Names and addresses of proposed Houseguests

Dates of use of the Airport by proposed Houseguests

Make, Model and Registration Number of the Aircraft

