

## MEMORANDUM OF UNDERSTANDING (MOU) PRESCRIBED SNOWMOBILE TRAIL LAND USE PERMISSION

I, \_\_\_\_\_, being the owner and/or occupier (hereinafter the "Landowner") of the legally described lands below, hereinafter the "Lands",

Address including lot #, concession # and/or other legal description.	Township, County, District, Region, Municipality. Include all that apply.
---	---

hereby gives the \_\_\_\_\_, hereinafter the "Local Snowmobile Club" and/or "LSC", a license to enter onto, and access, the Lands on the following terms and conditions:

1. The term of this MOU is from \_\_\_\_\_ to \_\_\_\_\_.
2. The LSC shall remain a member in good standing with the Ontario Federation of Snowmobile Clubs (OFSC) during the term of this MOU. At the Landowner's request, the LSC will provide its current OFSC Certificate of Insurance (COI).
3. The Landowner grants a license to the LSC so the LSC can enter the Lands to establish, groom, maintain, sign and use the Lands for snowmobiling by legally permitted snowmobiles and their riders.
4. The LSC will provide liability insurance of \$15,000,000.00 through an OFSC-held insurance policy (the "OFSC Insurance Policy" or "OFSCIP") for liability arising from the grooming, operation, use and maintenance of the snowmobile trail but only with respect to the negligence of the LSC for those operations usual to a snowmobile trail. The Landowner's signature on this MOU confirms its coverage provided that the Landowner charges no fee to use the Lands.
5. The Landowner will be added as an additional insured under the OSFCIP but only with respect to liability arising from the operations of the named LSC. Coverage will be extended to the Lands through an insurance policy held by the OFSC and its member organization snowmobile club. The OFSCIP does not cover the Landowner's willful misconduct and/or negligence.
6. The Landowner and LSC have each initialed a sketch or map of the Lands attached as "Schedule 'A'" to this MOU.
7. Before or after the winter months when there is no snow cover, the LSC may access the Lands to open, close, upgrade and maintain the snowmobile trail.
8. During the winter months the LSC shall maintain that portion of the Lands used as a snowmobile trail in reasonably good condition for snowmobiling and the LSC may also perform other upgrades and/or trail maintenance or other similar works or projects.
9. The LSC shall post snowmobiling signage on the snowmobile trail and annually remove litter from the snowmobile trail.
10. If valid permitted and exempted snowmobiles and their riders damage property on the Lands used for snowmobiling, the LSC will repair or replace the damaged property.
11. The Landowner authorizes the LSC's or OFSC District's representative(s) to be its agent(s) to cooperate with local law enforcement agencies' efforts to supervise and enforce the uses of the Lands permitted by this MOU under the *Trespass to Property Act*, R.S.O., 1990 C. T.21, the *Motorized Snow Vehicles Act*, R.S.O. 1990 c. M.44 and the *Occupiers Liability Act*, R.S.O. 1990 c. O.2, all as amended.
12. Either party may terminate this MOU by providing at least 60 days' prior written notice to the other party as listed below.
13. Additional Conditions:

The Ontario Federation of Snowmobile Clubs, and the Six Star Snow Riders Snowmobile Club shall hold harmless and agree to indemnify The Archipelago, including its members of Council, administrators, successors, assigns, officials, directors, employees, servants, volunteers, representatives and agents, from and against all costs, claims, losses, and cause of action of any kind whatsoever, including any fines, orders, charges by a governmental authority, or convictions, made or brought against, suffered by or imposed on The Archipelago, its members of Council, administrators, successors, assigns, officials, directors, employees, servants, volunteers, representatives, or agents, directly or indirectly arising out of, resulting from, sustained in consequence of, or in relation to this Agreement. This indemnification shall survive the Term of this Agreement or any renewal term or extension of this Agreement.

Address	Phone

### LOCAL SNOWMOBILE CLUB

Name - Club Contact	Phone	Email
---------------------	-------	-------

**Landowner Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Club Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Schedule A Attachments:

sketch and/or

map

*Privacy Policy: Personal information provided on this form will only be used for purposes related to this agreement.*