

MEMORANDUM OF UNDERSTANDING (MOU)

PRESCRIBED SNOWMOBILE TRAIL LAND USE PERMISSION

(PLEASE PRINT OR TYPE)

On this 15 day of OCTOBER, year 2024 I, the undersigned, owner/occupier of the premises that is lot # N/A concession # N/A or other HURON WINLOSS OWNED PROPERTY in the Township of HURON WINLOSS County/District/Region of BRUCE COUNTY do hereby give the BLUEWATER TOWN & COUNTRY SNOWMOBILE CLUB

(snowmobile club), hereinafter referred to as the "local snowmobile club" (a member in good standing of the Ontario Federation of Snowmobile Clubs – OFSC), permission to legally enter, establish, groom, maintain, sign and use that portion of the premises herein designated by me for the exclusive purpose of allowing legally permitted snowmobiles and their riders to use said designated premises for snowmobiling under the following terms and conditions:

1. This MOU is valid for the period commencing 15 OCT 2024 and ending 15 OCT 2034.
2. The local snowmobile club shall at all times remain a member in good standing of the OFSC and be able to verify this to the owner/occupier with a current OFSC certificate or this agreement shall be immediately null and void.
3. The local snowmobile club will provide liability insurance in the amount of \$15,000,000 for liability arising from the grooming, maintenance and use of the snowmobile trail but only with respect to the negligence of the local snowmobile club name for those operations usual to a snowmobile trail. This coverage is confirmed to the undersigned owner/occupier by signing this memorandum of understanding on the condition no fee has been charged by the owner/occupier for the use of designated premises.
4. The insurers will add the landowner as an additional insured but only with respect to liability arising from the operations of the named local snowmobile club name. Coverage will be extended to the location listed in the landowner agreement through an insurance policy held by the OFSC and its member organization snowmobile club.
5. The above referenced insurance liability policy will not provide any coverage for the willful misconduct and or negligence on the part of the landowner.
6. The designated premises shall be sketched on a separate sheet of paper or shown on an attached map and a copy of each/both shall be initialed by both parties hereto and attached to each copy of this agreement.
7. It is understood that the local snowmobile club, with the owner/occupier's verbal consent on each occasion, shall have access to the designated premises prior to and after the winter months for the purpose of opening and closing, upgrading and maintaining the trail when there is no snow cover.
8. The local snowmobile club shall maintain that portion of the designated premises to be used as a trail in reasonably good condition for snowmobiling purposes only; and undertake to post appropriate signage; remove on an annual basis any litter and repair or replace property damaged by valid permitted and exempted snowmobiles and their riders on that portion of the designated property used for snowmobiling.
9. Each party hereto shall give the other sixty (60) days prior written notice to the address below of any changes to, or cancellation of this agreement.
10. Representative of the local snowmobile club or district are hereby authorized to be the owner/occupier's agent(s) to cooperate with local law enforcement agencies in their efforts to supervise and enforce the uses defined hereunder with respect to the designated premises in accordance with the Trespass to Property Act R.S.O. 1990, c.T21; the Motorized Snow Vehicles Act R.S.O. 1990, c.M44; and the Occupiers Liability Act R.S.O. 1990, c.O-2 as amended.
11. The landowner/occupier and the local snowmobile club mutually confirm that the landowner/occupier, by signing this MOU is not requesting nor granting permission for a registered easement over the designated premises.
12. Additional Conditions: _____

LANDOWNER/OCCUPIER

Name	<u>HURON WINLOSS</u>	Phone:	<u>519-395-3735</u>
Address	<u>21 QUEEN STREET RIPLEY ON N06 2R0</u>	Email:	<u>JYUNG@BLVTHURONWINLOSS.COM</u>
Landowner Signature			

LOCAL SNOWMOBILE CLUB

Club Name		Phone:	
Address		Email:	
Alternate Contact (District)		Alternate Phone/Email	
Club Signature			

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