

TRAILS LAND USE PERMISSION

Memorandum of Understanding

On this ____ day of _____, 20____, I, the undersigned owner/occupier of the premises that is lot #____, Concession #_____, or other _____ in the Township of _____, County/District/Region of _____, do hereby give the undersigned named local trail management group, as a member in good standing of the [trail group], hereinafter referred to as the [TRAIL GROUP], permission to legally enter, establish, maintain, sign and use that portion of the premises hereinafter designated by me for the exclusive purpose of allowing individual trail permit members of the [TRAIL GROUP] to use said designated premises for the forms of recreational transportation specified below under the following terms and conditions:

1. The local trail management group shall at all times remain a member in good standing of the [TRAIL GROUP] and be able to verify this to the owner/occupier with a current [TRAIL GROUP] membership card or this agreement shall be immediately null and void.
2. The local trail management group agrees to carry third party liability insurance of no less than \$5 million per occurrence to cover land uses specified herein by the local trail management group on the designated premises, which coverage is confirmed to the undersigned owner/occupier by signing this Memorandum of Understanding on the condition that no fee has been charged by the owner/occupier for the use of the designated premises.
3. 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.
4. It is understood that, in addition to the designated recreational uses and with the owner/occupier's verbal consent on each occasion, the local trail management group shall have access to the designated premises for the purpose of upgrading and maintaining the trail. In every case, the owner/occupier will be informed of the upgrade/maintenance action for which the access is intended.
5. The local trail management group shall maintain that portion of the designated premises to be used by individual trail permit members in reasonably good condition for the specified uses; and undertake to post appropriate signage; remove on a regular basis any litter caused by individual trail permit members; and repair or replace property damaged by individual trail permit members on the portion of the designated property used for the specified recreational purposes.
6. This agreement is to remain in force for a minimum of _____ months after which, each party hereto shall give the other _____ days prior written notice to the address below of any changes to, or cancellation of this agreement.
7. The local trail management group, its officers and executives are hereby authorized to be the undersigned owner/occupier's agent(s) 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.T. 21; the Motorized Snow Vehicles Act R.S.O. 1990, C.M. 44; and the Occupier's Liability Act R.S.O. 1990, C.O.1.

The following trail based activities are permitted on the subject property _____

Owner/Occupier's mailing address, phone & signature:

Local Trail club mailing address and phone:

Local Trail club contact person signature and phone:

[TRAIL GROUP] director or officer signature and phone:
