



OFATV

Ontario Federation of All Terrain Vehicle Clubs

OFATV All Terrain Vehicle Trail Land Use Permission Form MEMORANDUM OF UNDERSTANDING

On this **16th day of October, 2017** I, the undersigned owner/occupier of the lands known as the Larose Forest as identified on the attached Schedules, located in the City of Clarence-Rockland and the Nation Municipality in the United Counties of Prescott and Russell do hereby give the undersigned named All Terrain Vehicle (hereinafter ATV) Club, as a member in good standing of the Ontario Federation of All Terrain Vehicle Clubs (hereinafter OFATV) permission to legally enter, establish, maintain, groom, sign, and use that portion of the premises herein designated by the Council of the United Counties of Prescott and Russell for the purpose of allowing individual members of the OFATV to use said designated premises for ATV'ing under the following terms and conditions:

- 1) The local ATV club shall, at all times, maintain its status as a member in good standing of the OFATV, and be able to verify this to the owner/occupier with a current OFATV membership certificate, or this agreement shall be immediately null and void.

By remaining in good standing of the OFATV, the local ATV club shall have access to the OFATV third party liability insurance plan. Before this document is signed, proof of coverage should be presented to the land owner/occupier, and is confirmed to the undersigned land 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 said designated premises. The insurance shall have adequate limits to cover land uses specified herein by the local ATV club, and individual OFATV members on the designated premises, save and except any intentional acts by the owner or occupier.

- 2) The designated premises are sketched on Schedules 1 & 2. A copy of the Schedules shall be initialed by both undersigned parties and attached to each copy of this agreement.
- 3) It is understood that, at the owner/occupiers request, ATV use will cease in the Spring from March 15 or later if weather permits to May 15 or earlier if weather permits and at certain times during the Fall months, as per a common agreement between the two parties, when conditions are considered to be too wet.
- 4) The local ATV club shall maintain that portion of said designated premises to be used by individual OFATV members in reasonably good condition for ATV'ing purposes only. The local ATV club may assist or be assisted by other trail user groups, insofar as trail maintenance and upkeep, only provided that the other user groups in question also have such agreements as this made with the same land owner/occupier, for the same designated portion of same said premises, with all proper documentation and liability coverage in place. The ATV club will undertake the posting of appropriate signage, remove on an annual basis any litter caused by individual OFATV members, and repair any damage to property caused by individual OFATV members on that portion of the property designated for ATV use.
- 5) Each undersigned party shall give the other sixty (60) days prior written notice to the address below of any changes to, or cancellation of this agreement.
- 6) The local ATV club, or its executive, 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 Occupiers Liability Act R.S.O. 1990, C.O.I.; and the Off-Road Vehicles Act R.S.O. 1990.
- 7) Additional Conditions: All the conditions listed in Schedule A must be met.

Land Owner/Occupier		Local ATV Club	
NAME	United Counties of Prescott and Russell	NAME	ATV Club of Eastern Ontario Inc / Club de VTT de l'Est Ontario Inc.
ADDRESS	59 Court Street, L'Orignal ON K0B 1X0	ADDRESS	1330 Inge Crescent, Navan, On K4B 1M7
PHONE	613-675-4661	PHONE	613-835-2964
SIGNATURE		SIGNATURE	

Local ATV Club Contact Person Name and Phone:

OFATV Representative Director Name and Phone:

<i>Tony Weir 613-223-0505</i>	<i>Tony Weir 613-223-0505</i>
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Schedule A

1.1. The OFATV shall provide the Counties with an insurance certificate as follows:

1.1.1. Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5 million per occurrence / maximum of \$5 million (annual aggregate for any negligent acts or omissions relating to the obligations. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; owners & contractors protective; occurrence property damage; products; broad form completed operations; employees and volunteers as Additional Insured(s); contingent employers liability; tenants legal liability; cross liability and severability of interest clause.

The United Counties of Prescott-Russell shall be added as an additional Insured. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available.

1.1.2. Automobile Liability Insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the Services covering liability for bodily injury, death and damage to property with a limit of not less than \$2 million inclusive for each and every loss.

1.2. The OFATV must provide, at his or its cost, a certificate of insurance verifying the above noted coverage prior to the effective date of the contract, to the satisfaction of the County and in force for the entire contract period.

1.3. An endorsement to the effect that the policy or policies will not be altered, cancelled, or allowed to lapse without giving the Corporation a written notice of thirty days.

1.4. The Counties reserve the right to assess exposures and add additional insurance requirements where deemed necessary.

1.5. The OFATV shall indemnify and release the Corporation from any responsibility, loss claims, demands, costs and expenses, including reasonable legal fees, caused wholly or in part by any negligence acts or omissions whether wilful or otherwise by the bidder, its agents, officers, employees or other persons for whom the bidder is legally responsible.