



Bytown Motorcycle Association Trail Land Use Permission Form  
**MEMORANDUM OF UNDERSTANDING**

(Please print clearly, pressing hard, or type)

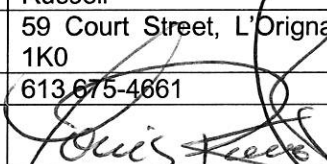

On this **9<sup>th</sup> day of February, 2017** I, the undersigned owner/occupier of the lands known as the Larose Forest, located in the City of Clarence-Rockland and the Nation Municipality in the United Counties of Prescott and Russell do hereby give the Bytown Motorcycle Association (hereinafter BMA) Club, as a member in good standing of the Ontario Federation of Trail Riders (hereinafter OFTR) 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 BMA and individual members of the OFTR who are not members of the BMA but are members of a club in good standing of the OFTR to use said designated premises for dirt bike riding under the following terms and conditions:

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

By remaining in good standing of the OFTR, the BMA club shall have access to the OFTR 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 BMA club, and individual OFTR 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. A copy of the Schedule 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, motorbike 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 BMA club shall maintain that portion of said designated premises to be used by individual BMA members and individual members of the OFTR who are not members of the BMA but are members of a club in good standing of the OFTR in reasonably good condition for dirtbike purposes only. The BMA 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 BMA club will undertake the posting of appropriate signage, remove on an annual basis any litter caused by individual BMA members, and repair any damage to property caused by individual BMA members on that portion of the property designated for dirt bike 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 BMA 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.

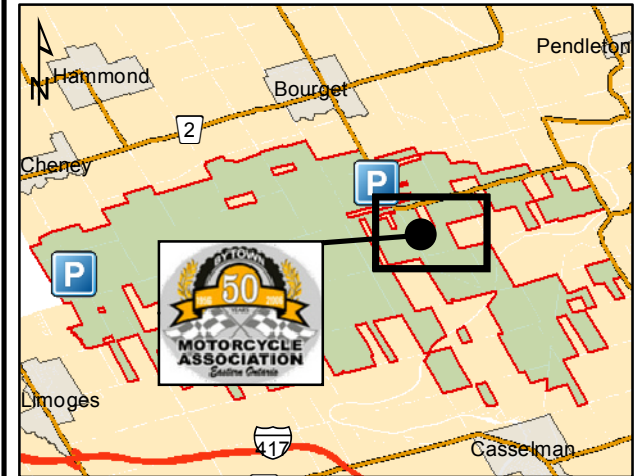
Land Owner/Occupier		BMA Club	
NAME	United Counties of Prescott and Russell	NAME	<b>Bytown Motorcycle Association</b>
ADDRESS	59 Court Street, L'Orignal ON K0B 1K0	ADDRESS	36 Lismer Crescent, Kanata, ON K2K 1A2
PHONE	613 675-4661	PHONE	613 592 3447
SIGNATURE		SIGNATURE	

**BMA Contact Person Name and Phone:**






**OFTR Representative Director Name and Phone:**

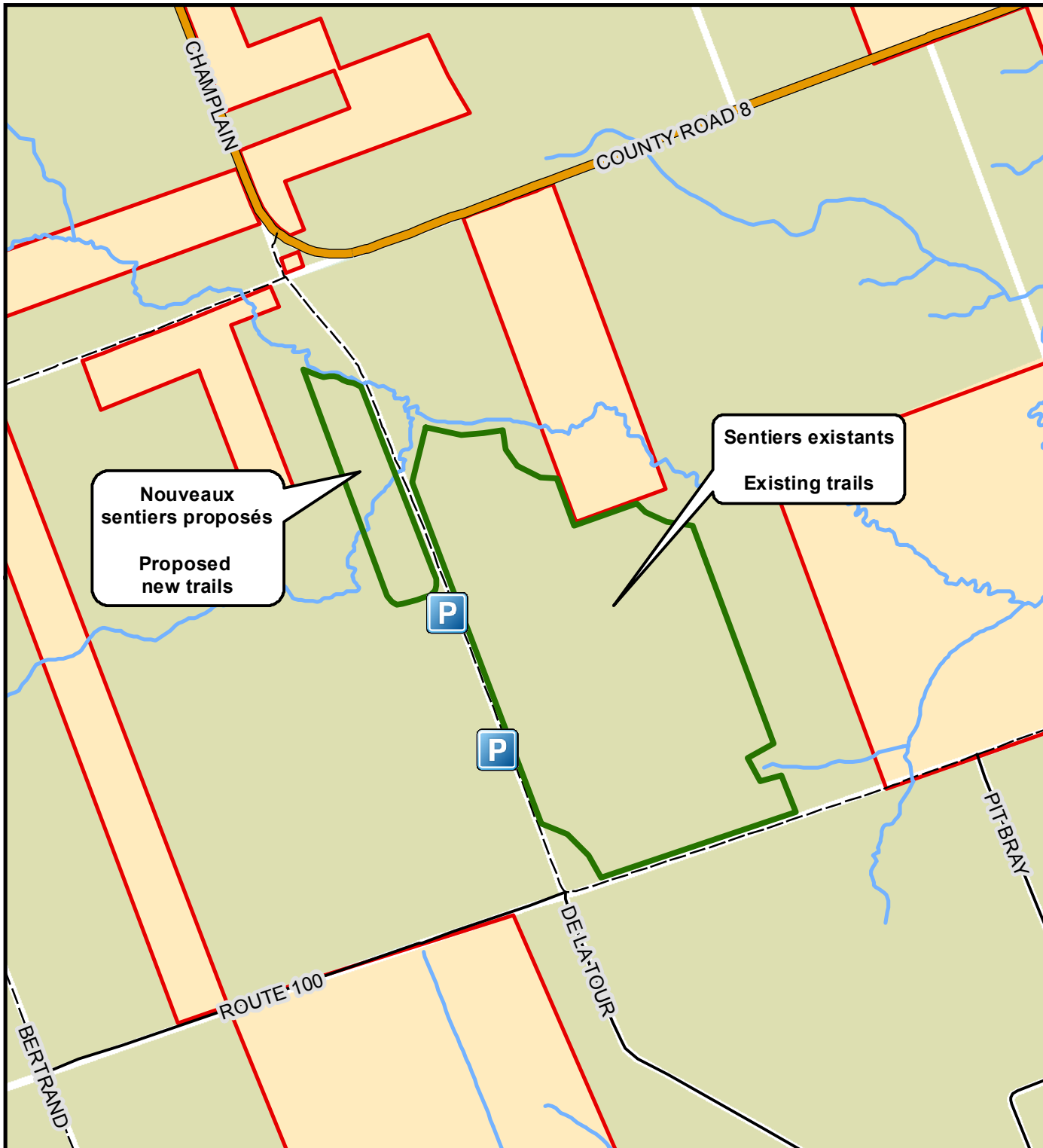
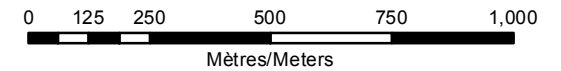
CJR Davis President BMA 613 592 3447	Art Ash President OFTR 519 942 5392
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# Annexe 1 - Schedule 1



## Légende / Legend

-  Chemin de comté - County Road
-  Chemin local - Local Road
-  Autre chemin - Other Road
-  Zone proposée pour motocross  
Proposed Zone for Motocross
-  Forêt Larose - Larose Forest



## Schedule A

- 1.1. The Bytown Motorcycle Association 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.
- 1.2. The Bytown Motorcycle Association 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 Bytown Motorcycle Association 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.