

SCHEDULE "A"
MEMORANDUM OF UNDERSTANDING
PRESCRIBED SNOWMOBILE TRAIL LAND USE PERMISSION

On this 18th day of September, year 2018 I, the undersigned, owner/occupier of the premises that is Concession 3 Part Lots 4 to 7, Concession 4 Part lots 1 to 4, Concession 5 Part Lot 1 in the Township of Horton, County of Renfrew do hereby give the undersigned named local snowmobile club, as a member in good standing of the Ontario Federation of Snowmobile Clubs, hereinafter referred to as the 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 valid permitted and exempted snowmobiles and their riders to use said designated premises for snowmobiling under the following terms and conditions:

1. 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.
2. By remaining a member in good standing of the OFSC, the local snowmobile club shall be party to the OFSC's third party liability insurance. 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. The insurance shall have adequate limits to cover land uses specified herein by the local snowmobile club and valid permitted and exempted snowmobiles and their riders on 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 the local snowmobile club, with the owner/occupier's verbal consent on each occasion, shall have use of the designated premises from Dec 1st to April 1st, and prior to this period for the purpose of opening and closing, upgrading and maintaining the trail when there is no snow cover.
5. The local snowmobile club shall maintain that portion of the designated premises to be used by valid permitted and exempted snowmobiles and their riders in reasonably good condition for snowmobiling purposes only; and undertake to post appropriate signage; remove on an annual basis any litter caused by valid permitted and exempted snowmobiles and their riders; 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.
6. 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.
7. The local Snowmobile Club, its Trail Patrol Members and 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.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.
8. This agreement is held in good faith. The local snowmobile club shall not, nor has any intention of laying claim to or assigning easement rights to any portion of the property detailed in this agreement.

LANDOWNER/OCCUPIER

LOCAL SNOWMOBILE CLUB

NAME	<i>Corporation of the Township of Horton</i>	NAME	
ADDRESS	<i>2253 Johnston Road, Renfrew, ON K7V 3Z8</i>	ADDRESS	
PHONE	<i>613-432-6271</i>	PHONE	
SIGNATURE		SIGNATURE	

LOCAL SNOWMOBILE CLUB CONTACT PERSON NAME & PHONE:

OFSC DISTRICT OFFICE CONTACT NAME & PHONE:

"Your local snowmobile club is committed to safeguarding your personal information provided on this form and may only be used by the clubs to provide guidelines and procedures under which the Club and Landowner operate"