

MEMORANDUM OF UNDERSTANDING (MOU)
PRESCRIBED SNOWMOBILE TRAIL LAND USE PERMISSION
(PLEASE PRINT OR TYPE)

On this 2nd day of January, year 2023 I, the undersigned, owner/occupier of the premises that is lot # _____
concession # _____ or other 1R11921 PART 1 RP 1R12423 PART 1 PCL 4765 AES in the Township of Elliot Lake,
County/District/Region of Algoma do hereby give the Elliot Lake Snowbirds


(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 January 2, 2023 and ending May 1, 2023.
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 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: Futher conditions outlined in Appendix A & Map of area marked as "Staging" in appendix B

LANDOWNER/OCCUPIER

Name		Phone:	
Address		Email:	
Landowner Signature			

LOCAL SNOWMOBILE CLUB

Club Name	<u>ELLIOT LAKE SNOWBIRDS</u>	Phone:	<u>705 - 848 - 4620</u>
Address	<u>32 TIMBER RD</u>	Email:	<u>GERRY.ROBICHAUX@HOTMAIL.COM</u>
Alternate Contact (District)	<u>GERRY ROBICHAUX</u>	Alternate Phone/Email	<u>705 - 691 - 3912</u>
Club Signature			

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

Memorandum Of Understanding (MOU)
Prescribed Snowmobile Land Use Permission
Appendix A

Further to the terms and conditions outlined in the Memorandum Of Understanding (MOU), the City of Elliot Lake, the following apply specifically to the use of the snowmobile staging area located at 46.360654, -82.562939:

- The lot is to be used as a snowmobile staging area and is being allotted to the Elliot Lake Snowbirds for the entirety of the 2022/2023 snowmobiling season.
- The City of Elliot Lake will plow the lot on a plowing schedule consistent with that of the Elliot Lake Airport
- The City of Elliot Lake will not be held responsible for costs incurred by plowing delays or damages to property caused by vehicles using an unplowed lot.
- The lot will not serve as public parking, solely as a parking/staging area for use by trail riders on OFSC Trail riders
- OFSC signage will be present on the site
- The City assumes no responsibility for loss, theft or damage of vehicles or equipment parked on site.



**Staging
Area
(Snowbirds)**

Google