

AGREEMENT

THIS AGREEMENT ("Agreement") is made this day of , 2016,

BETWEEN :

THE CORPORATION OF THE TOWNSHIP OF NORTH HURON

(hereinafter "North Huron") OF THE FIRST PART

—and—

THE NORTH HURON SNOWMOBILE CLUB

(hereinafter the "Snowmobile Club") OF THE SECOND PART

- A. WHEREAS** North Huron is the lessee of certain lands from the Province of Ontario which form part of the Blyth Greenway Trail;
- B. AND WHEREAS** pursuant to the Lease with the Province, the Province of Ontario permits North Huron to enter into user agreements for the land;
- C. AND WHEREAS** the Snowmobile Club wishes to arrange for the use of these lands for snowmobile activities by its members;

NOW THEREFORE, IN CONSIDERATION OF THESE PRESENTS, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. The Snowmobile Club, through its members, will be allowed the non-exclusive use of the sections of Former G&G Rail Line located within the Town of Blyth commencing to the west at GPS coordinates (Latitude N45°44'20.555 Longitude W81°26,5.681") and ending to the east at GPS coordinates (latitude N43044'2.716" Longitude W81025'8.124") in the Township as depicted in Schedule "A" to this Agreement.
- 2. The right to use the lands will include the right and obligation of the Snowmobile Club to enter, establish, groom, maintain, sign and use the said lands for the exclusive purpose of allowing valid permitted and exempted snowmobiles and their riders to engage in snowmobiling activities.
- 3. The Snowmobile Club shall at all times remain a member in good standing of the Ontario Federation of Snowmobile Clubs ("OFSC") and be able to verify this to North Huron

with a current OFSC certificate or this Agreement shall immediately be deemed null and void.

4. By remaining a member a member in good standing of the OFSC, the Snowmobile Club shall be a party to the OFSC's third party liability insurance. This coverage is confirmed by the Snowmobile Club by signing this Agreement on the condition that no fee has been charged by North Huron for the use of the designated premises. The insurance shall have adequate limits to cover land uses specified herein by the Snowmobile Club and valid permitted and exempted snowmobiles and their riders on the designated premises.
5. The OFSC and the Snowmobile Club shall maintain and provide to the Township of North Huron annually, for so long as this Agreement is in place, along with confirmation that the Snowmobile Club is in good standing with the OFSC, a certificate of insurance. The Commercial General Liability limit shall be no less than Fifteen Million (\$15,000,000) Dollars per occurrence, naming the Township of North Huron and Her Majesty the Queen in Right of the Province of Ontario as additional insureds. Coverage shall include, but not be limited to, bodily injury, property damage, contractual liability and contain a cross-liability severability of insured clause. The policy shall be endorsed to provide the Township of North Huron with thirty (30) days' written notice of cancellation. The policy shall be considered primary and not excess of any insurance available to the Township of North Huron.
6. The Snowmobile Club with North Huron's written 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.
7. The 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.
8. The Snowmobile Club agrees to indemnify and to hold North Huron and Her Majesty the Queen in Right of Ontario harmless from all claims, causes of action, damages, penalties and costs (including legal fees) which may be asserted against North Huron or Her Majesty the Queen in Right of Ontario resulting from any injury, damage, incident, or activities on the designated premises caused by the activities of the Snowmobile Club under this Agreement. The Snowmobile Club's obligations to indemnify herein shall survive the expiration or the termination of this Agreement.

9. Each of North Huron and the Snowmobile Club shall give the other sixty (60) days' prior written notice of any changes to or cancellation of this Agreement.
10. This Agreement may only be amended by a written document executed by both parties.

IN WITNESS WHEREOF the parties have set their hands and seals.

**THE CORPORATION OF THE TOWNSHIP
OF NORTH HURON**

Per: _____
Neil Vincent – Reeve

Per: _____
Kathy Adams – Clerk
We have the authority to bind the corporation.

**THE NORTH HURON SNOWMOBILE
CLUB**

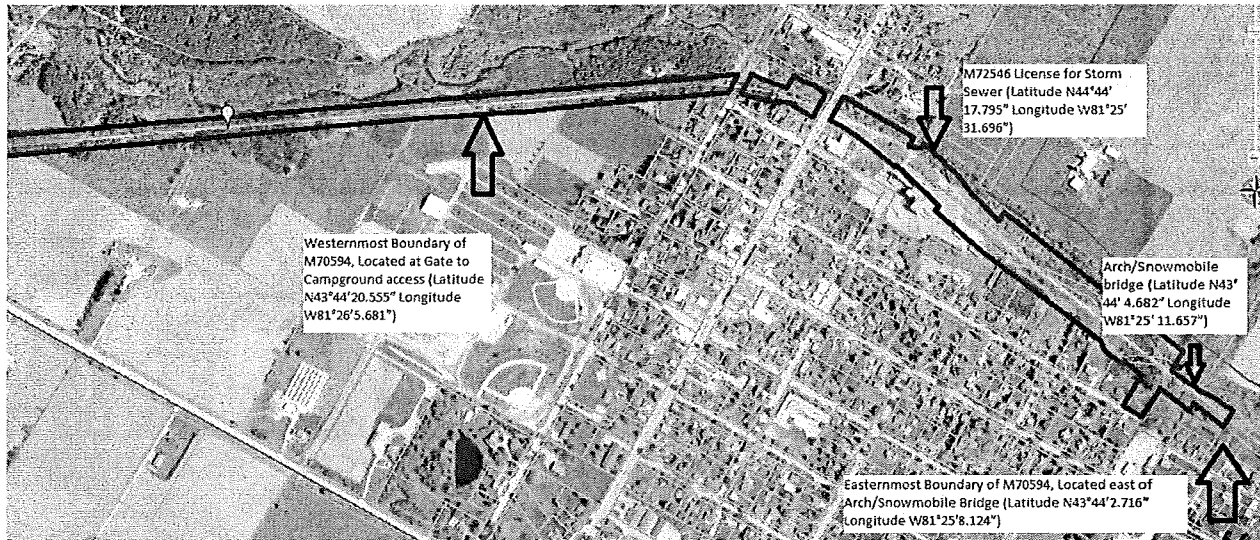
Per: _____

Per: _____

We have the authority to bind the corporation.

SCHEDULE "A"

Sections of Former G&G Rail Line located within the Town of Blyth commencing to the west at GPS coordinates (Latitude N45°44'20.555 Longitude W81°26'5.681") and ending to the east at GPS coordinates (latitude N43°44'2.716" Longitude W81°25'8.124") as shown on the mapping below.



SCHEDULE "B"

North Huron Snowmobile Trail (Map provided by Ontario Federation of Snowmobile Clubs District 9)

