

SANS SNOWMOBILE TRAIL LAND USE PERMISSION

MEMORANDUM OF UNDERSTANDING (MOU)

Whereas, the Snowmobilers Association of Nova Scotia (SANS) is seeking ministerial designation of the trail depicted in Schedule A attached hereto and whereas the owner or occupier of land marked as **(Enter Name)** in Schedule A attached hereto; on this day of **(Date)** the undersigned, owner/occupier of the identified land located at **(Location)**, in the County of **(County Name)** hereby give the undersigned named snowmobile club, as a member in good standing of the Snowmobilers Association of Nova Scotia, herein referred to as the SANS, permission to legally enter, establish, groom, maintain, sign and use that portion of the premises herein designated (hereinafter referred to as the designated premises) by me for the exclusive purpose of allowing individual trail permit members of the SANS to use said designated premises for snowmobiling under the following terms and conditions:

1. The snowmobile club shall at all times remain a member in good standing of the SANS and be able to verify this to the owner/occupier or this agreement shall be immediately null and void.
2. By remaining a member in good standing of the SANS, the snowmobile club shall be party to the SANS's third party liability insurance of not less than ten million (10,000,000.00) dollars per occurrence to cover land uses specified herein by the snowmobile club and SANS individual trail permit member of the designated premises, which coverage is extended to the undersigned 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 the designated premises. A certificate of liability insurance will be provided at the request of the owner/occupier. *The snowmobile club and SANS shall indemnify and save harmless the owner/occupier from any and all claims against the owner/occupier resulting from the use of the premises as a snowmobile trail.
3. The owner/occupier hereby grants permission to the SANS and the snowmobile club to use the designated premises, more particularly described in the plan attached hereto as Schedule A and initialed by the owner/occupier and the snowmobile club. The use granted is restricted to that of a snowmobile trail.
4. The owner/occupier hereby grants permission to the snowmobile club to enter on the designated premises for the purposes of opening, closing and maintaining the trail.
5. The snowmobile club shall take all necessary steps to ensure proper signage is placed on the trail and that any damage to the trail or the designated premises are repaired within a reasonable time.
6. The parties agree that this agreement may be terminated by any of the parties upon the party terminating the agreement providing sixty (60) days written notice to the other parties at the addresses below. Upon termination, the snowmobile club shall remove all signs and property of the snowmobile club from the designated premises and return the designated premises to its original condition, reasonable wear and tear excepted.
7. The snowmobile club, the SANS trail wardens, and executive are hereby authorized to be the undersigned owner/occupier's agent(s) to supervise the trail defined hereunder with respect to the designated premises in accordance with the Protection of Property Act, R.S., c.363, s. 1, Occupiers Liability Act, 1996, c.27, s. 1, and the Off-Highway Vehicles Act, R.S., c.323, s.1.

Landowner/Occupier

Snowmobile Club

Name		Name	
Address		Address	
Phone		Phone	
Signature		Signature	
Sign Map		Post signs	

This form shall be signed in triplicate – copies for SANS Admin, SANS Club and the Landowner/Occupier

SCHEDULE A:

[illegible]

Please attach map, if possible.