



OFATV

Ontario Federation of All Terrain Vehicle Clubs

OFATV All-Terrain Vehicle Trail Land Use Permission Form MEMORANDUM OF UNDERSTANDING

(Please print clearly, pressing hard, or type)

On this ___ day of _____, year _____ I, the undersigned owner/occupier of the premises that is lot # _____, concession # _____, or other _____, in the township of _____, County/District/Region of _____ do hereby give the undersigned named All-Terrain Vehicle (hereinafter ATV) Club, as a member in good standing of the Ontario Federation of All Terrain Vehicle Clubs (hereinafter OFATV) permission to legally enter, establish, maintain, groom, sign, and use that portion of the premises herein designated by myself for the exclusive purpose of allowing individual members of the OFATV to use said designated premises for ATV'ing under the following terms and conditions:

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

By remaining in good standing of the OFATV, the local ATV club shall have access to the OFATV third party liability insurance plan. Before this document is signed, proof of coverage should be provided to the land owner/occupier, (certificate of insurance) 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 a limit of no less than ten million dollars (10 million) to cover land uses specified herein by the local ATV club, and individual OFATV members on the designated premises, save and except any intentional acts by the owner or occupier. The land owner/occupier is automatically covered under the clubs third party liability insurance upon this agreement, which has been bound by signatures from both parties. If the land owner/occupier wishes to have him/her shown as a named insured; a certificate is available upon request from the club's representative.

- 2) The designated premises shall be shown on an attached map. A copy of the map 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, ATV use will cease in the winter months, for the duration of the snowmobile grooming season, and resume at the end of the grooming season.
- 4) The local ATV club shall maintain that portion of said designated premises to be used by individual OFATV members in reasonably good condition for ATV'ing purposes only. The local ATV 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 ATV club will undertake the posting of appropriate signage, remove on an annual basis, and will make reasonable repairs for any damage to property caused by individual OFATV members on that portion of the property designated for ATV 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. Changes must be agreed upon by both parties prior to the new agreement coming into effect.
- 6) The local ATV 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.

Land Owner/Occupier

Local ATV Club

NAME		NAME	
ADDRESS		ADDRESS	
PHONE		PHONE	
SIGNATURE		SIGNATURE	