

MEMORANDUM OF UNDERSTANDING

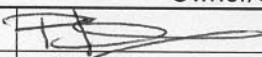

(Please print clearly, pressing hard or type)

On this 19th day of JANUARY year 2005 I, the undersigned owner/occupier of the premises that is known as section(s) 2 of the Bruce County Rail Trail or other County/District/Region of _____ do hereby give the undersigned named All Terrain Vehicle Clubs (hereinafter OFATV) permission to legally enter and use that portion of the premises herein designated by the owner/occupier for the 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 membership 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 presented to the owner/occupier, and is confirmed 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 said designated premises. The insurance shall have adequate limits 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/occupier.

- 2) The designated premises shall be sketched on a separate paper, or shown on an attached map. A copy of the sketch and or map shall be initiated 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 snowmobile grooming season and resume at the end of the grooming season.
- 4) Also ATV use may be temporarily ceased at owner/occupiers request for various reasons. Examples: maintenance, spring thaw, floods, sanctioned events, etc.
- 5) This agreement is effective until January 1, 2006. 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.
- 6) Local OFATV members are encouraged to assist local trail groups in maintaining designated premises.
- 7) The local ATV club, or its executive, are hereby authorized to be the undersigned owner/occupier agent to supervise and enforce the ATV use 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

Owner/Occupier		Local ATV Club	
Name		Name	Huron Shores ATV Club, Jack Metcalfe
Address	30 PINE ST, WILKINGTON	Address	RR#3, Wingham, ON, N0G2W0
Phone #	519-881-2400	Phone #	519-357-2969
Signature	BRUCE CO. HIGHWAYS - BRIAN KNOX	Signature	

Local ATV Club Contact Person Name & Phone #	OFATV Representative/Director Name & Phone #
Jack Metcalfe 357-2969	ROBERT BERNT 368-7319

One (1) copy each to remain with land owner/occupier, ATV club and the OFATV office.

