

MEMORANDUM OF UNDERSTANDING

(Please press hard you are making 3 copies)

On this _____ day of _____, 20____, I the undersigned, owner, occupier of the premises located at _____, in the county of _____, hereby give the Prince Edward Island Snowmobile Association, herein referred to as the PEISA, permission to legally enter, establish, groom, maintain, sign and warden 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 PEISA to use said designated premises for snowmobiling under the following terms and condition:

The PEISA shall provide third party liability insurance of no less than five million dollars (\$5,000,000.00) per occurrence to cover land uses specified herein by the PEISA individual trail permit members on the designated premises, which coverage is confined 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 use of the designated premises.

A certificate of liability insurance will be provided at the request of the owner/occupier. The PEISA 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.

The owner/occupier hereby grants permission to the PEISA to use the designated premises and granted use is restricted to that of a snowmobile trail.

The owner/occupier hereby grants permission to the PEISA to enter the designated premises for the purposes of opening, closing, maintaining and wardening the snowmobile trail.

The PEISA will take all necessary steps to ensure proper signage is placed on the trail and at any intersection of the trail and any road. The PEISA will ensure that any damage to the trail or to the designated premises are repaired within a reasonable time.

The parties agree that this memorandum of understanding may be terminated by either of the parties upon the party terminating the memorandum of understanding providing sixty (60) days written notice to the other party at the address below. Upon termination, the PEISA shall remove all signs and property of the PEISA from the designated premises and return the designated premises to its original condition, reasonable wear and tear excepted.

The PEISA executive and trail wardens 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 Real Property Act, Occupiers Liability Act, and the Off-Highway Vehicle Act.

LANDOWNER INFORMATION

PEISA Contact _____ Name _____

Address _____ Box 2526 _____ Address _____

Charlottetown, PE C1A 8C2 _____

PID Number _____ Civic Number _____

Telephone _____ 1-877-706-7669 _____ Telephone _____

Signature _____ Signature _____

Signature of PEISA administrator _____ Date of motion to accept this form _____



**PRINCE EDWARD ISLAND
SNOWMOBILE ASSOCIATION**
**ASSOCIATION DE MOTONEIGES
DE L'ÎLE-DU-PRINCE-ÉDOUARD**

Box 2526, Charlottetown, PE C1A 8C2
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