



Mush Larose Land Use Permission Form  
MEMORANDUM OF UNDERSTANDING

(Please print clearly, pressing hard, or type)

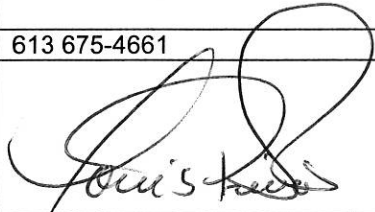
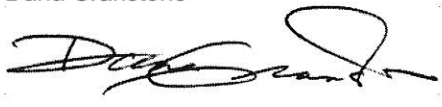
On this **1<sup>th</sup>** day of **February, 2017** I, the undersigned owner/occupier of the lands known as the Larose Forest as identified on the attached Schedules, located in the City of Clarence-Rockland and the Nation Municipality in the United Counties of Prescott and Russell do hereby give the undersigned named Association Mush Larose Association (hereinafter Mush Larose) Club, permission to legally enter, establish, maintain, groom, sign, and use that portion of the premises herein designated by the Council of the United Counties of Prescott and Russell for the purpose of allowing individual members of Mush Larose to use said designated premises for dog sledding, skijor, bikejor, scootering, carting canicross, or any other dog-powered sports activity under the following terms and conditions:

- 1) Mush Larose shall, at all times, maintain its status as a Club, and be able to verify this to the owner/occupier with a current membership list/certificate, or this agreement shall be immediately null and void.

Before this document is signed, proof of coverage should be presented to the land owner/occupier, and is confirmed to the undersigned landowner/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 Mush Larose, and individual members on the designated premises, save and except any intentional acts by the owner or occupier.

- 2) The designated premises are sketched on Schedule 1. A copy of the Schedule 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, Mush Larose will start using the trails in late Fall and cease in early Spring.
- 4) Mush Larose shall maintain that portion of said designated premises to be used by individual Mush Larose members in reasonably good condition for dog powered sports purposes only. Mush Larose 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. Mush Larose will undertake the posting of appropriate signage, remove on an annual basis any litter caused by individual Mush Larose members, and repair any damage to property caused by individual Mush Larose members on that portion of the property designated for dog sledding 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.
- 6) Mush Larose, 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.
- 7) Additional Conditions: All the conditions listed in Schedule A must be met.

**Land Owner/Occupier****Mush Larose**

NAME	United Counties of Prescott and Russell	NAME	<b>Association</b> <b>Mush</b> <b>Larose</b> <b>Association</b>
ADDRESS	59 Court Street, L'Original ON K0B 1K0	ADDRESS	Dana Cranstone 6339 Dalmeny Rd Osgoode ON K0A 2W0 FrostWoodSiberians@gmail.com
PHONE	613 675-4661	PHONE	613-826-1646
SIGNATURE		SIGNATURE	Dana Cranstone 

## Schedule A

1.1. Mush Larose shall provide the Counties with an insurance certificate as follows:

1.1.1. Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5 million per occurrence / maximum of \$5 million (annual aggregate for any negligent acts or omissions relating to the obligations. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; owners & contractors protective; occurrence property damage; products; broad form completed operations; employees and volunteers as Additional Insured(s); contingent employers liability; tenants legal liability; cross liability and severability of interest clause.

The United Counties of Prescott-Russell shall be added as an additional Insured. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available.

1.1.2. Automobile Liability Insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the Services covering liability for bodily injury, death and damage to property with a limit of not less than \$2 million inclusive for each and every loss.

1.2. Mush Larose must provide, at his or its cost, a certificate of insurance verifying the above noted coverage prior to the effective date of the contract, to the satisfaction of the County and in force for the entire contract period.

1.3. An endorsement to the effect that the policy or policies will not be altered, cancelled, or allowed to lapse without giving the Corporation a written notice of thirty days.

1.4. The Counties reserve the right to assess exposures and add additional insurance requirements where deemed necessary.

1.5. Mush Larose shall indemnify and release the Corporation from any responsibility, loss claims, demands, costs and expenses, including reasonable legal fees, caused wholly or in part by any negligence acts or omissions whether wilful or otherwise by the bidder, its agents, officers, employees or other persons for whom the bidder is legally responsible.