



MEMORANDUM OF AGREEMENT

BETWEEN:

THE CITY OF COLD LAKE

OF THE FIRST PART

- and -

COLD LAKE SNOWMOBILE CLUB

OF THE SECOND PART

Date of Agreement: December 8, 2014

MEMORANDUM OF AGREEMENT made effective this 8th day of December, 2014.

BETWEEN:

THE CITY OF COLD LAKE
A municipal corporation incorporated
pursuant to the laws of the Province of Alberta
(hereinafter called the "City")

OF THE FIRST PART

- and -

COLD LAKE SNOWMOBILE CLUB
A member of the Alberta Snowmobile Association
(hereinafter called the "Club")

OF THE SECOND PART

WHEREAS the City is the registered owner of the Lands on which the designated Snowmobile Trail occupies;

AND WHEREAS the Club is a duly authorized snowmobile club affiliated with the Alberta Snowmobile Association;

AND WHEREAS the Club has requested the right to use the lands of the City for the purpose of snowmobiling. In consideration of the covenants herein contained, the parties covenant and agree with each other as follows:

1. The City grants the Club permission to enter, establish, groom, maintain, sign and use that portion of the Lands designated as the Snowmobile Trail in Schedule "A" for the exclusive purpose of allowing snowmobiling;
2. The Club will:
 - a. repair or replace property damaged on the Trail used for snowmobiling;
 - b. maintain the Trail in reasonably good condition for snowmobiling;
 - c. undertake to post appropriate signage; and
 - d. remove on an annual basis any litter caused by users.
3. The Club shall maintain third party liability insurance with a limit of at least \$2,000,000 which provides for insurance coverage to the City to cover Trail use as specified herein. The insurance company shall defend all actions commenced under the coverage of this policy, up to the policy limits, on behalf of the City. This coverage is confirmed to the City by submitting a copy of the policy to the City and by signing this Agreement on the condition that no fee has been charged by the City for the use of the Trail.
4. The Club hereby indemnifies the City against all liability and claims for compensatory damages for bodily injury and property damage in connection with the use of the Trail.

5. The term of this Agreement shall be for five (5) years and shall have the option to renew on an annual basis at the discretion of the City.
6. This Agreement may be terminated by either party, without cause, by giving thirty (30) days prior notice to the other party at the address designated below.
7. This Agreement is non-transferable.
8. If any term of this Agreement is determined to be invalid or unenforceable by any court, such determination will not invalidate the rest of this Agreement which will remain in full force and effect as if the invalid term had not been made part of this Agreement.
9. The Club shall at all times comply with all legislation, regulations and municipal bylaws and resolutions relating to the use of the Trail.
10. Verbal amendments to this Agreement shall not be provided by or accepted by either party.
11. The Club hereby acknowledges that it is executing this Agreement having been given the full opportunity to review the same and seek proper and independent legal advice and that the Club is executing this Agreement freely and voluntarily and of its own accord without any duress or coercion whatsoever, and that the Club is fully aware of the terms, conditions and covenants contained herein and the legal effects thereof.
12. Any notice, demand or request to be given pursuant to this Agreement shall be made in writing and sent by registered mail or by personal delivery to the address stated below.

To the City:

The City of Cold Lake
5513 48 Avenue
Cold Lake, AB T9M 1A1

Attention: General Manager of Planning and Development

To the Club:

Cold Lake Snowmobile Club
P.O. Box ~~447~~ *Box 55*
Cold Lake, AB T9M 1P1

Attention: President, Cold Lake Snowmobile Club

Provided, however, that such address may be changed upon ten (10) days' notice. Further, if a notice is sent by registered mail, it is deemed to have been received at the expiry of seven (7) business days following the date of mailing, or if by personal delivery, at the time the notice was delivered. In the event that a notice is to be served at a time when there is an actual or anticipated interruption of mail service affecting the delivery of such mail, any notice permitted or required to be given shall be made by personal delivery.

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals, duly attested by the hands of their respective proper officers in that behalf, effective on the day and year last written below.

CITY OF COLD LAKE

Per: General Manager of Planning & Development

Howard Pinnock
Print Name

[Signature]
Signature

DECEMBER 8, 2014
Date

COLD LAKE SNOWMOBILE CLUB

Dean Dube
Print Name

Dean Dube
Signature

Dec 01, 2014
Date

Witness:

Chris [Signature]
Print Name

Dec 1, 2014
Date

[Signature]
Signature

Dec 1/2014
Date

SCHEDULE "A" – SNOWMOBILE TRAIL

