**LETTER OF UNDERSTANDING**

**THIS AGREEMENT** is made by and between the Town of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a municipal corporation with its principal office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, NY \_\_\_\_\_\_\_\_\_; hereinafter referred to as “Town” and the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Snowmobile Club of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, NY \_\_\_\_\_\_\_\_\_\_; hereinafter referred to as “Snowmobile Club”.

**WHEREAS,** the Town recognizes the recreational and economic impacts of snowmobiling in the Town and decides to enter into an agreement with the Snowmobile Club regarding the use of grooming and maintenance equipment on designated trails traversing town roads, county roads and property owned and/or maintained by the Town;

**NOW THEREFORE,** the parties agree as follows:

1. The Snowmobile Club shall be authorized to use and maintain the snowmobile trails in the Town that are located on town roads and properties owned and/or maintained by the Town. A list of Town highways that are open to snowmobile traffic is attached to this letter. No grooming shall take place on Town property until this letter is signed by both parties and required documentation is provided to the Town by the Snowmobile Club.
2. The Snowmobile Club shall obtain prior approval from the Town Highway Superintendent before altering, changing or adding a trail that traverses town roads, county roads and property owned and/or maintained by the Town.
3. The Snowmobile Club agrees to take appropriate precautions to avoid hazardous riding conditions that may result in bodily injury, vehicle or property damage.
4. The Snowmobile Club shall immediately report major trail hazards such as washed-out culverts or bridges to the Town Highway Superintendent and close the trails with signs and barricades as soon as possible.
5. The Snowmobile Club shall notify the Town of any trail hazards to the best of their ability. If such hazard cannot be removed by the Snowmobile Club, the Snowmobile Club shall notify the Town Highway Superintendent and work with the Highway Superintendent to remove said hazard or close the trail if said hazard cannot be removed.
6. The Snowmobile Club agrees to notify the Town Highway Superintendent of any missing or destroyed signs when discovered. The Snowmobile Club is responsible for any and all Club signage that needs to be installed or replaced at no expense to the Town.
7. The Snowmobile Club agrees to comply with the NYS Office of Parks, Recreation and Historical Preservation guidelines regarding Groomer Operators and to include the following conditions:
	1. All Groomer Operators must have a minimum of a Class D driver’s license.
	2. All Groomer Operators must have in-house training to safely operate the groomer.
	3. All Groomer Operators shall not operate while under the influence of drugs or alcohol.
	4. All trails shall be groomed to a minimum of 10 feet wide.
	5. All Groomer Operators shall not pile snow in the trails.
	6. All Groomer Operators shall not deposit snow, ice or any other material in any highway or turnarounds maintained by the Town.
8. The Snowmobile Club shall, at their own cost and expense, provide proof of insurance to the Town with the minimal amount of $1,000,000.00 per occurrence naming the Town as an additional insured by with ISO Endorsement SF-20-36.
9. The Snowmobile Club shall be held financially responsible for repairs to Town property damaged by users of their trails, including, but not limited to, Town highways and appurtenances. Prior to the start of snowmobile season each year, the Snowmobile Club and the Town Highway Superintendent shall meet and review the condition of the Town’s infrastructure at each place where a snowmobile trail maintained by the Snowmobile Club crosses a Town road or travels along a Town road. Following the end of snowmobile season, the Snowmobile Club and the Town Highway Superintendent shall meet again and assess any damage done to the Town’s infrastructure over the winter. It is the responsibility of the Snowmobile Club to schedule these meetings with the Town Highway Superintendent. The Town Highway Superintendent shall keep a record of all damages and their associated repair costs and provide same to the Club President on or about June 30th of each year. Theis bill shall be paid in full, or a mutually agreed payment plan shall be established, before the Town signs the Letter of Understanding for the forth coming winter.
10. That this Agreement may be revoked at any time by the Town upon a breach of any condition of this Agreement. The Town shall have the right, without notice or demand, to terminate this Agreement, but such termination shall not release the Snowmobile Club from payment of damages sustained by the Town. Notification of such revocation will be made to the Club at the phone number provided below.
11. The Snowmobile Club assumes liability for, and shall defend, indemnify, protect, save and keep harmless the Town and their officers, employees and agents from and against all losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements, including legal expenses of any kind and nature imposed upon, incurred by or asserted against the Town in any way related to or arising out of this Agreement. The indemnities, contained in this section shall continue in full force and effect, notwithstanding the termination of this Agreement.

**Town of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact Numbers:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Highway Superintendent - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Supervisor - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Snowmobile Club Contact Number:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Snowmobile Club

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, President Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Town of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Supervisor Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_