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 of _____ recognizes the recreational and economic impacts of snowmobiling in the Town and decides to enter into an agreement with the Snowmobile Club regarding snowmobile trail maintenance;

NOW THEREFORE, the parties agree as follows:

1) The _____ Snowmobile Club shall be authorized to use and maintain the snowmobile trails in the Town of _____.

2) The Snowmobile Club of _____ agree to take appropriate precautions to avoid hazardous riding conditions that may result on bodily injury or property damage.

3) The Snowmobile Club shall immediately report major trail hazards such as washed out culverts or bridges to the Town of _____ Highway Superintendent and close the trails with signs and barricades.

4) 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 of _____ Highway Superintendent and work with the Highway Superintendent to remove said hazard or close the trail if said hazard cannot be removed.

5) The Snowmobile Club agrees to notify the Town of _____ Highway Superintendent of any missing or destroyed signs discovered.

6) The Snowmobile Club agrees to comply with the following conditions regarding Groomer Operators:

    a. All Groomer Operators must have a minimum of a Class D driver's license.

b. All Groomer Operators shall not operate while under the influence of drugs or alcohol.
c. All trails shall be groomed to a minimum of 10 feet wide.
d. All Groomer Operators shall not pile snow in the trails.
e. All Groomer Operators shall not deposit snow, ice or any other material in any highway or turnarounds maintained by the Town.

7) 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 per occurrence naming the Town as an additional insured by with ISO Endorsement SF-20-36.

8) That this Agreement may be revoked at any time by the Town of _____ 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.

9) 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

By: _____, President Date: _____

Town of _____

By: _____, Supervisor Date: _____