

SNOWMOBILE LAND USE AGREEMENT

This land use agreement is entered into by and between the Eau Claire County Parks and Forest Department, through its duly authorized representative, hereinafter named "Permittee," and _____, hereinafter named "Owner," for the purpose of entering on and using the following described parcel of land: _____ located in Section _____, Township _____ North, Range _____ West, in the Town of: _____, Eau Claire County, Wisconsin, for the purpose of locating, constructing and maintaining a public snowmobile trail approximately 12 feet wide, on a one (1) rod wide right-of-way, which includes but is not limited to the installation of directional and informational signs, culverts, and/or bridges which are necessary to accomplish the intended use.

Eau Claire County, through its Parks and Forest Department, is the sponsoring agency for the Eau Claire County Snowmobile Trail System. Eau Claire County has entered into an agreement with the Associated Snowmobile Clubs of Eau Claire County to locate, develop, operate and maintain the Eau Claire County Trail System.

This permit shall be in effect on a continuous basis, from year to year, but public use will be restricted to the period between December 1 and April 1 of the following year. This permit may be terminated for just cause, by either party, upon thirty (30) days written notice, which may only be given after April 1 and before October 1 of each year, but, which may not be given until after the completion of at least one public use period.

It is understood and agreed to by and between the Owner and the Permittee that this permit is subject to the following conditions:

1. This permit is not transferable.
2. This permit shall become effective immediately upon signing of this document by both parties. Construction of the trail upon the Owners land shall not begin until there is mutual agreement on the part of the parties with regards to where the trail will be located and what objects will be placed on the trail right-of-way, including but not limited to signs, bridges, surface material, etc.
3. Any bridges, gates, posts, signs, or other installations by the Snowmobile Association on the owner's property shall remain property of the snowmobile program and subject to removal by the Snowmobile Association upon discontinuance of this agreement.
4. The Owner will incur no expense related to the construction and/or maintenance of the snowmobile trail.
5. The Permittee shall retain the responsibility for maintenance of the snowmobile right-of-way during the period of public use as heretofore stated.

6. The Permittee agrees to protect, indemnify, and hold harmless the Owner, its agents and employees, from and against any and all claims, demands, suits, liability and expense(s) resulting from any loss or damage to property or bodily injury to any person what-so-ever, which arises from the construction, maintenance as the result of the negligence of the Permittee during the construction or maintenance of the snowmobile right-of-way. Said indemnification does not extend to the acts of the Owner or others not associated with the Permittee, which are the cause of any loss or damage to property or bodily injury.

7. Additional conditions pertinent to this land use agreement may be set forth below in the space below, or attached as an addendum to this agreement. Both the Permittee and the Owner must initial any additional conditions.

Agreement Secured by:
Associated Snowmobile Clubs of Eau Claire County

OWNER:

Signed: _____

Name: _____

BY: _____

Club: _____

Title: _____

Address _____

Address _____

Phone: (_____) _____

Phone: (_____) _____

Date: _____

Date: _____