

Form of Recognized Agency Agreement

THIS AGREEMENT made this 6 day of JULY, 2017.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE
(hereinafter referred to as the "Township")

OF THE FIRST PART

- and -

THE TALBOT TRAIL ATV CLUB INC.
(hereinafter referred to as the "Agency")

OF THE SECOND PART

WHEREAS the Agency has established a series of trail routes for use by off-road vehicles in the Township of Malahide;

AND WHEREAS the Agency represents and warrants that it has the permission of all owners of the land over which the trail route runs;

AND WHEREAS the Township has passed By-law No 17-51 (the By-law), which permits the use of off-road vehicles upon certain highways within the Township, subject to terms and conditions as set out in the By-law;

AND WHEREAS the Agency acknowledges that operation of off-road vehicles on highways is an inherently dangerous activity and that its members bear their own risk if they choose to ride on the highway;

AND WHEREAS the Township and the Agency wish to enter into an agreement to ensure that the use of off-road vehicles within the Township is orderly and lawful;

NOW THEREFORE this Agreement witnesseth that in consideration of the permission granted by the Township to the Agency, the sum of TWO DOLLARS (\$2.00) of lawful money of Canada now paid by the Agency to the Township, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree and covenant as follows:

1. The Township and the Agency agree that the above recitals are true.

DEFINITIONS:

2. All words used in this Agreement shall have identical meanings here as in the By-law.

TOWNSHIP'S RESPONSIBILITIES:

3. The Township shall permit the Agency to operate a system of trail routes for off-road vehicle use within the Township.

AGENCY'S RESPONSIBILITIES:

4. The Agency shall:

- a) Require all its members to sign a waiver of liability in the form of Schedule "C" to the By-law prior to operating an off-road vehicle on a highway;

- b) Provide its membership with training regarding the applicable laws and regulations, including the *Off-Road Vehicles Act*, the *Highway Traffic Act*, O. Reg. 316/03, and the By-law;

- c) Refuse or revoke the trail pass of any person who:

- i. Is not properly licenced and insured; or,

- ii. Violates the provisions of any applicable law or regulation, including the By-law, while operating on a highway; and,

- d) Promptly reimburse the Township for any and all costs incurred by the Township as a result of this Agreement, including any increased maintenance costs as a result of the operation of off-road vehicles upon the Designated Highways when provided with a detailed invoice for such costs by the Township;
5. In the event that the Director issues a Notice in accordance with section 6(f) of the By-law, the Agency, in addition to posting the Notice on its website, shall forthwith disseminate the Notice to its membership.

INSURANCE:

6. The Agency shall arrange for, obtain, and maintain, at its expense, insurance in accordance with the following:
- a) The policy or policies will include comprehensive general liability coverage subject to limits of not less than five million dollars (\$5,000,000) per occurrence for personal injury, including death, and damage to property, including loss of use thereof and such policy or policies shall name the Township as an additional insured;
 - b) The insurance policy or policies shall be in full force and effect for the Term of this Agreement;
 - c) A Certificate of Insurance evidencing the insurance coverage required shall be provided by the Agency to the Township prior to the Township signing the Agreement and thereafter promptly on the insurance renewal date; and,
 - d) The insurance premium for the insurance required herein shall be prepaid for a period of not less than one (1) year.
7. In the event that the Agency fails to provide a certificate of insurance when required or upon request by the Township, pay premiums or otherwise keep such policy or policies of insurance in force, the Township may pay premiums or take

out such additional policies as it considers necessary and all sums paid for this purpose shall be at the expense of the Agency.

INDEMNIFICATION:

8. The Agency agrees to indemnify and save harmless the Township against any and all liability, damages (of any nature and kind) and costs (including legal costs) and any other loss to person or property that result from the activities or use of property contemplated by this Agreement by either the Agency or any of its members, save and except for any loss attributable to the actions or negligence of the Township.

TERM AND TERMINATION:

9. Subject to earlier termination and other conditions as provided for in this Agreement, this Agreement shall be effective on the date it is signed by both parties and shall continue for a period of two (2) years (the "Term").
10. The Township may terminate this Agreement on sixty (60) days' written notice for any reason whatsoever. In the case of emergency, this Agreement may be terminated forthwith by the Township.
11. In the event that the Agency no longer operates any trail route within the Township, the Agency may give the Township notice in writing and such notice shall include the date upon which the Agency will no longer operate any trail routes within the Township. This Agreement shall terminate on the date provided by the Agency in the said notice subject to the Township being satisfied that the Agency has ceased to operate any trail route.

GENERAL:

12. This Agreement is not transferrable or assignable by the Agency to any third party without the Township's prior written consent, which consent may be unreasonably withheld.
13. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

14. The Agency acknowledges:

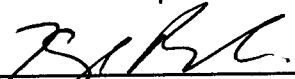
- a) That it has had an adequate opportunity to read and consider this Agreement and to obtain such legal and other advice as it considers advisable;
- b) That it understands this Agreement and the consequences of signing same; and,
- c) That it is signing this Agreement voluntarily, without coercion and without reliance on any representation, express or implied, by the Township.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed as of the date first written above.

SIGNED, SEALED and DELIVERED)

TALBOT TRAIL ATV CLUB INC.

in the presence of)



Witness)


KYLE BEECH)

per: 
_____)


Tiny Van Pinxteren,
President)

I have authority to bind the Corporation.

The Corporation of the Township of Malahide



Mayor



CAO/Clerk

We have authority to bind the Corporation.

Designated Highways

HIGHWAY	FROM	TO
Sawmill Road	Vienna Line	John Wise Line
John Wise Line Road	820meters West of Sawmill Road	150meters West of Anger
Mapleton Line	2170 meters West of Springwater Road	1560 meters West of Springwater Road