

Property Use Agreement

B E T W E E N:

The Corporation of the County of Dufferin

"County"

- and -

XXX

"User"

The *Municipal Act, 2001*, S.O. 2001, c.25, ("*Municipal Act, 2001*") authorizes the Corporation of the County of Dufferin ("County") to enter into agreements for the use of property owned by the County.

The County is the owner of County Forest Lands throughout the County of Dufferin.

The User is NOT a manufacturing business or other industrial or commercial entity to which section 106 of the *Municipal Act, 2001* applies.

The User is desirous of entering into an agreement whereby it would be entitled to use County Forest Property located within tracts set out in Schedule A" ("Property").

County Council passed the Dufferin County Forest Recreational Use Policy consenting to the entering into of Property Use Agreements.

NOW THEREFORE in consideration of the covenants and agreements herein contained the parties agree as follows:

USE OF PROPERTY

1. The County consents to the User using the Property for the following purposes:
("Event")

TERM

2. This agreement shall be for a term commencing on the date that this agreement is executed by the County until the xx.

EVENT FEE

3. The User shall pay the County the appropriate fee, as outlined in the County Fees By-law.

MAINTENANCE

4. The User is responsible for all costs relating to maintaining the Property for the use made of it by the User during the term of this agreement. The County has no obligation to maintain or repair the trails and/or bridges on the Property for the benefit of the User.

TREE REMOVAL

5. The User and any of its members, employees or agents are prohibited from cutting any trees, branches or brush without the prior written approval of the County Forest Manager or his/her designate. If the County Forest Manager consents to any cutting, such cutting must be completed so as to create as little damage to the natural vegetation as possible. Such consent shall be obtained from the County Forest Manager.
6. The User agrees that any cutting or other damage, that in the opinion of the County Forest Manager or his/her designate has been caused by the User or its members without the approval of the County Forest Manager, shall be rectified at the User's expense upon written notice by the County Forest Manager.

EVENT ROUTE

7. The route of the event must follow established trails. No new trails may be created without prior approval from the County Forest Manager or his/her designate.

SIGNS

8. The User shall be responsible for posting signage on all trails and/or bridges or other signage as requested by the County, at its expense. Any signs or other markings posted specifically for an event must be posted no sooner than two weeks prior to the event date, and must be removed no later than two weeks after the event date.

PUBLIC ACCESS

9. All trails and/or bridges on the Property must remain open to the public and the public shall be allowed to use them without any fees being charged by the User.

INSURANCE

10. The User shall obtain liability insurance in the amount of \$5,000,000.00 showing the Corporation of the County of Dufferin as an additional insured and including a provision for cross liability for insurance against all damages or claims for damages or liability. The User shall provide the County with proof of the insurance required under this agreement by providing a certificate of insurance prior to this agreement being executed by the County followed by a full copy of the policy once issued and by providing a renewal certificate of insurance once annually until this agreement has expired or is terminated. The User shall maintain the insurance policy in effect throughout the term of this agreement.

INDEMNITY

11. The User shall indemnify, save harmless, and waive all rights against the County from and against all suits and claims for loss, damage, accident, death or injury of any nature or kind whatsoever arising out of or connected with the use and maintenance of the Property or any preparation or construction of or on the Property by the User, its members, employees, agents, or any other person using the Property.

TERMINATION

12. If any term of this agreement is breached by the User then, at the option of the County this agreement may be terminated immediately upon written notice by the County Forest Manager or his/her designate.
13. In addition to the right of termination, the County may at any time terminate this agreement upon 30 days written notice to the User.

RESTORE LANDS

14. Upon completion of the Event the User shall restore the lands to a state which, in the opinion of the County Forest Manager or his/her designate, is as good as or better than the original condition prior to the Event.

COSTS

15. The User is responsible for the costs of preparing, enforcing or releasing this agreement or any other documentation relating to the carrying out of this agreement.

STATUTES

16. The User agrees to comply with all applicable municipal, provincial, federal, and other laws, statutes, ordinances and requirements in regard to the same.

ENTIRE AGREEMENT

17. This agreement shall constitute the entire agreement between the parties and the parties further acknowledge that there is no representation, warranty, collateral agreement or adverse condition affecting this agreement other than as expressed herein in writing.

SEVERABILITY

18. The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provision hereof and any such invalid or unenforceable provision shall be deemed to be severable.

SCHEDULE

19. Schedules attached hereto form part of this agreement.

NOTICE

20. Where this agreement requires notice to be delivered by one party to the other, such notice shall be in writing and delivered either personally or by facsimile or e-mail transmission, by one party to the other party at their addresses noted below. Such notice shall be deemed to have been given, if by personal delivery, on the date of delivery, and if by facsimile or e-mail transmission, on the date of delivery with electronic confirmation of receipt obtained:

The Corporation of the County of Dufferin – Dufferin County Forest
936029 Airport Road
Mulmur, ON L9V 0L3

Attention:
County Forest Manager

Telephone: 519-941-1114 ext. 4011
Facsimile: 705-435-9876
E-mail: forestmanager@dufferinmuseum.com

User
Address

Attention:

Telephone:
Facsimile:
E-mail:

BINDING

21. This agreement shall ensure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

EFFECTIVE DATE

20. This agreement is effective from the date it is signed by the County.

THE PARTIES HAVE SIGNED THIS AGREEMENT ON THE DATES SET OUT BELOW:

THE CORPORATION OF THE
COUNTY OF DUFFERIN

Date: _____

Warden

County Clerk

We have the authority to bind the Corporation.

Date: _____

USER

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I/We have the authority to bind the User.