

THIS OFF-ROAD VEHICLE AGREEMENT made this 4th day of April 2024, between:

The Corporation of the County of Bruce
(hereinafter referred to in this Agreement as "the County"),

-And-

Bruce Peninsula Off-Road Riders Association
(hereinafter referred to in this Agreement as the "Club"),

And,

Ontario Federation of Trail Riders
(hereinafter referred to in this Agreement as the "OFTR" or the "Federation")

WHEREAS the County finds it desirable to provide off-road motorcycle access to certain lands within the County to members of the Federation;

AND WHEREAS the Federation represents and warrants that they intend on providing off-road riding opportunities for club members in a safe and environmentally responsible fashion on certain lands owned by the County (hereinafter called the "said lands" or "subject lands");

AND WHEREAS the County requires that prior to the commencement of activities by the Federation on the said lands that a renewal agreement be entered into;

NOW THEREFORE in consideration of the premises and other good and valuable consideration, the receipt, and sufficiency of which are hereby acknowledged, the parties agree as follows:

1 Definitions

1.1 "Agreement" means this agreement and all appending Schedules.

1.2. "Trail Season" means the period within any given year within the Terms of this Agreement, beginning May 1st and ending no later than November 30th of the same year, in which conditions on the Trail are suitable for off-road motorcycle use, as deemed so at the sole discretion of the County.

1.3 "Trail", shall mean a designated travel corridor in a location approved by the County, designed to specifications approved by the County, designed for use by vehicles, hikers, cyclists, horseback riders and /or other Trail users as approved by Bruce County.

- 1.4 “OFTR” means the Ontario Federation of Trail Riders which is a coordinating body for organized off-road motorcycle use in Ontario which provides advice and guidance to member clubs on a broad range of topics to ensure provincial objectives are met. In this Agreement, the OFTR is a party to this Agreement, referred to as “the Federation”.
- 1.5 “Club” means the Bruce Peninsula Off-Road Riders Association, an affiliated Club of the OFTR in good standing designated to fulfill the requirements of this agreement.
- 1.6 “Blue-plated licensed motorcycles” means a motorcycle that is licensed for travel on road. The Blue Plate in combination with insurance allows the operator to travel on-road or on permitted off-road areas provided the rider has a valid “M” class motorcycle license. The Blue Plate must be permanently affixed to the rear of the off-road motorcycle in a location visible from directly behind the off-road motorcycle according to the Highway Traffic Act, R.S.O. 1990, c H.8, Ontario Regulation 316/03 Operation of Off-Road Vehicles on Highways.
- 1.7 “Green-plated licensed motorcycles” means a motorcycle that is licensed for travel off-road and to cross highways with a valid Ontario Driver’s License. The green plate must be permanently affixed to the front of the off-road motorcycle according to the Highway Traffic Act, R.S.O. 1990, c H.8, Ontario Regulation 316/03 Operation of Off-Road Vehicles on Highways.
- 1.8 “Club”, means the Bruce Peninsula Off-Road Riders Association, an affiliated club of the OFTR in good standing designated to fulfill the requirements of this agreement.
- 1.9 “Member”, shall mean a person who is a member in good standing of the OFTR.
- 1.10 “Schedule “A”” means the legal description of the County approved lands for off-road motorcycling riding.

2 General Purpose of the Agreement

2.1 The purpose of this agreement is to allow authorized off-road motorcycle riding on the lands and Trails so designated on Schedule A, attached to, and forming part of this agreement, for Members of the Federation.

2.2 By the terms and conditions of this agreement, the Corporation of the County of Bruce grants the Federation permission to legally enter, groom, maintain, sign, and use the lands designated in Schedule A for members operating off-road motorcycles carrying a blue license plate and green license plate and in accordance with the Off-Road Vehicles Act and Motorcycles as defined under the Highway Traffic Act.

3 Term

3.1 The parties agree that the Term of this Agreement shall be for a period of five (5) years commencing on the date of the Agreement, unless terminated earlier in accordance with the provisions of this Lease. The agreement shall apply during the Bruce County Trail Season, as defined under Section 1.2, this period shall be referred to herein as the "Term".

4 Responsibilities of the Federation and Club

4.1 Throughout the term of this Agreement, the Club is required to maintain active membership in good standing with the Federation. If the Club fails to meet this obligation, the Agreement will become null and void. At the time of executing this Agreement, the County must receive a valid membership certificate issued by the Federation, confirming the status of membership.

4.2 The Federation agrees to designate a Club and Contact person to fulfill responsibilities under this agreement and act as the primary liaison between the County and neighboring property owners. The OFTR club is designated as the Bruce Peninsula Off-Road Riders Association.

4.3 The Club is prohibited from initiating the opening of any Trail before May 1 or extending its closure beyond November 30 each year during the term of this Agreement.

4.4 The Club recognizes that, in order to preserve the Trail's structure and environment, the County may, at its sole discretion, postpone the spring opening or necessitate an early closure in the fall if it deems conditions unsuitable for off-road motorcycle use on the Trail.

4.5 The Club agrees that the Trail shall only be open between dawn and dusk daily throughout the Trail Season.

4.6 The Club shall establish a Trail maintenance program to monitor and maintain the Trail(s). The program shall address:

- a) Working with other Trails user groups to maintain/improve Trail access and surfacing.
- b) Brushing back Trail corridor to maintain reasonable sightlines.
- c) Clearing hazards such as protruding sticks, stumps, downed trees, and branches
- d) Ensuring signage is in place.
- e) Notifying County of major Trail repairs such as forest road or trail washouts
- f) Inspect and repair bridges or other wood structures.
- g) Periodic inspection and reporting on Trail condition to the County of Bruce.
- h) Closing and rehabilitation of unauthorized Trails that may be located on designated lands.

4.7 The Federation and Club shall establish maintain a permit system by which to identify Federation Members that is affixed to the vehicle or operator’s helmet.

4.8 The Club may desire to create new Trails or reroute existing Trails. Prior to undertaking such activities, the club shall obtain express written approval from the County.

4.9 The Club is obligated to refrain from closing any portion or the entirety of the Trail without the full knowledge, approval, and involvement, of the County. However, in the event of an emergency, the County acknowledges that the Club may need to promptly close the Trail and subsequently notify the County as soon as the area is securely closed.

4.10 The Federation shall be responsible for providing signage in a format approved by the County, to be provided and maintained in locations approved by the County. At least one sign shall be posted to Trail entrances with the following minimum information:

- 1) Membership requirements to ride.
- 2) Shared nature of Trail use. Expect/respect other users.
- 3) Contact Information
- 4) Speed limit listing of other permitted uses as determined from time to time by the County.
- 5) General Assumption of risk/warning/assumption of liability clauses.

4.11 The Club shall be responsible for the placement, posting, maintenance and removal of off-road motorcycle Trail signs on the Trail. The Club is also responsible for inspecting and replacing Trail signs, ensuring they are in satisfactory condition throughout the entire duration of this Agreement.

4.12 The Club is required to obtain locates prior to all signage placement, or digging, on the Trail, as may be necessary to fulfill its obligations with respect to the Trail under this Agreement.

4.13 The Club is responsible for conducting Annual and Routine Maintenance on the Trail to ensure its safe operation to the standards that are developed and approved by the Federation for the purpose of allowing valid permitted off-road motorcycles and their riders access to ride onto the Trail for off-road motorcycle riding.

4.14 The Club is responsible for ensuring that no trees are cut down on or near the Trail, nor any other natural resources are extracted from the Trail.

4.15 The Club acknowledges that the County assumes no responsibility for any property damage or personal injury, including death, resulting from the use of the Trail, regardless of cause.

4.16 The Club is required to establish landowner contacts with surrounding landowners, serving as the primary point of contact for addressing issues, complaints, or disputes related to off-road motorcycle use.

4.17 The Club shall be responsible for maintaining appropriate vehicle and trailer parking. In the case where the construction of parking areas is required, the Club and other motorized clubs must construct and maintain these areas according to specifications determined by the County.

4.18 The Club shall comply with all policies, procedures, and guidelines set forth by the Federation concerning the use and maintenance of the Trails.

4.19 The Club is required to immediately report to the County any damage, unsafe conditions, arising from the Club’s activities or equipment, or linked to the use of off-road motorcycles on the Trail.

4.20 The Club is obligated to record all activities associated with its responsibilities under this Agreement, including but not limited to the development, maintenance, patrolling, operation, and closure of the Trails. The Club must submit the completed documentation to the County on a bi-weekly basis and retain the records for a minimum of 10 years. In the event of the Club’s dissolution, it shall transfer all documentation to the Federation and provide a complete copy to the County, ensuring that each party has access to the necessary documentation in case of a claim.

4.21 The Federation and Club mutually acknowledge that Trail usage for Club members and may be temporarily suspended at any time for other County related events, and/or where off-road vehicle usage interferes with standard County forestry practices (such as marking, commercial cutting, vegetation maintenance). The County will notify the Club seven (7) days prior to the event, specifying the duration of the suspension. During the suspension, the Club is responsible for posting appropriate notices on the lands in formats and locations approved by the County.

4.22 The Federation and the Club mutually agree and understand that there may be other non-motorized users on the Trails, and that this agreement does not grant exclusive use to the Club. The County retains sole discretion over the range of permitted uses on the Trails.

4.23 Club members are required to adhere to the regulations outlined in the “Off-Road Vehicle Act” while on County lands. This includes, but is not limited to, compliance with vehicle licensing, insurance requirements, wearing helmets, observing speed limits, and practicing environmental protection measures.

4.24 The Federation shall work in conjunction with the local ATV Clubs to provide Trail inspection reports, in a format suitable to the County, on a bi-weekly inspection basis, during the operating season.

5 Responsibilities of The County

5.1 The County shall maintain a good working relationship with local clubs.

5.2 The County shall notify the Club of any Trail issues or non-compliance issues as they arise.

5.3 The County shall monitor vehicle uses on Trails to ensure that Trail use is sustainable and does not negatively impact identified habitat, forestry, or other values.

5.4 The County shall provide operational updates to the Club in relation to County activities that may affect Trail usage.

5.5 The County shall liaise with the Federation to provide assistance and direction on all matters related to Trail usage.

5.6 The County shall be responsible for obtaining all approvals as required from any other authority to authorize all work related to the Trail.

6 Joint Responsibilities

6.1 The County and the Club representatives agree to communicate on issues as they arise from time to time, and to address issues through correspondence and/or site meetings.

6.2 Meet annually with Club representatives to establish priorities for the upcoming season.

7 Emergency Purposes

7.1 Regardless of any other provision in this Agreement, the County may suspend or terminate this Agreement or any part of it, at any time before the expiration of the Term if the County, at its sole discretion, determines that:

- a) It requires the lands occupied by the Trail due to an emergency, or for the purposes of installing, repairing, or maintaining the Trail or other public needs; or
- b) Emergency work must be carried out by the County on the Trail to protect the public and/or preserve the integrity of the Trail;

7.2 The County is obligated to give the Federation oral or written notice about emergencies or the need to install, repair, or maintain the Trail right-of-way.

7.3 The County is not liable or responsible for any expenses incurred by the Federation or the Club due to the suspension or termination of this Agreement, or for any costs associated with the Club restoring the Trail under this section 7. The Club shall indemnify and reimburse the County for all reasonable costs incurred in repairing and maintaining the Trail when such repair and maintenance needs can be reasonably attributed to the Club's

negligent failure to comply with the provisions of this Agreement.

8 No Unauthorized Use of County Property

8.1 The Federation and the Club are prohibited from permitting an off-road motorcycle Trail on the Trail within the Club’s jurisdiction without a signed agreement in place with the County with respect to the Trail. Failure by the Club and Federation to ensure that each off-road motorcycle Trail within their jurisdiction is covered by an executed agreement with the County will be regarded as a material breach of this Agreement.

9 Indemnification

9.1 The Federation and the Club are required to indemnify and absolve the County, its elected officials, officers, employees, representatives, agents, and volunteers from all claims, demands, costs, expenses, losses, damages, suits, or other proceedings arising from the establishment, opening, operation, maintenance, use, closure, decommissioning, retirement and/or abandonment of the Trail. This includes, but is not limited to, loss, damage or injury to persons or property, including loss of life, except in cases where the County is negligent in fulfilling its responsibilities as outlined under Section 5.0 of this Agreement. This provision remains in effect even after the termination or expiration of this Agreement.

9.2 The County will not be liable for any incidental, indirect, special, or consequential damages or any loss of use, revenue or profit suffered by any party in connection with this Agreement, except as outlined in Section 5.0, if the County is negligent in carrying out these responsibilities. This provision remains valid even after the termination or expiration of this Agreement.

10 Insurance

10.1 The Federation is required to secure and maintain Commercial General Liability Insurance, satisfactory to the County, on behalf of itself and the Club, and at its own expense. This insurance should remain in force throughout the duration of the Agreement and must be underwritten by an insurer licensed to operate in the Province of Ontario. The insurance policy must offer coverage for Bodily Injury, Property Damage, and Personal Injury and shall include, but not be limited to:

- a) A limit of liability of not less than Fifteen Million dollars (\$15,000,000) per occurrence and in the aggregate, covering the operations of the Federation including the Bruce Peninsula Off-Road Riders Association to which this Agreement applies.
- b) The Corporation of the County of Bruce, and its Officers, Directors, Employees, and Volunteers shall be named as an additional insured with respect to the activities of the

Club and the Federation under or arising out of this Agreement.

- c) The policy shall include and reference in the Certificate a Cross Liability Clause providing Joint and Several coverages for all insured parties including Additional Insureds, Products and Completed Operations and Non-owned Automobile Liability (including Contractual Liability endorsement SEF 96) with respective Limits of no less than Fifteen Million dollars (\$15,000,000) per occurrence and Broad Form Property Damage.
- d) The Corporation of the County of Bruce shall receive written notification of an alteration, cancellation, or significant change in policy terms that results in reduced coverage, with a minimum notice period of thirty (30) days.

10.2 The Federation is obligated to provide a valid certificate of insurance throughout the Term of this Agreement as proof of the coverage required under this Agreement.

11 Termination

11.1 The County or Federation may terminate this Agreement at any time at their sole discretion upon providing seven (7) days' written notice to the Club.

11.2 The County has the right to terminate this Agreement if the Club or Federation fails to fulfill any terms and conditions of this Agreement.

11.3 In the event that this agreement is revoked, the Club shall be required to close off all Trail entrances in a form suitable to the County and shall provide “Trail closed to vehicle usage” signage in locations as determined by the County.

11.4 Upon the expiration or termination of this Agreement, the Club must promptly remove all its owned equipment and property situated on the Trail. Additionally, the Club is responsible for restoring and repairing any damage to the property caused by such removal.

11.5 The Club commits to ensuring, that upon the expiration or termination of this Agreement, the Trail remains in the same condition as it was at the beginning of this Agreement or in a condition acceptable to the County, as confirmed in a written acknowledgement signed by the County. The Federation shall be responsible for restoring the Trail as necessary to ensure compliance with this provision. This obligation shall survive the termination or expiration of this Agreement.

12 Ownership

12.1 The parties mutually agree that all permanent facilities or structures located on the Trail shall belong to the County.

13 Notice

13.1 All notices required or allowed under this Agreement, and any written communication directed to one of the parties involved, may be delivered through personal delivery, email, facsimile, prepaid registered mail, or courier service.

13.2 Subject to change by a party, written notice shall be addressed as follows:

To the County:

The Corporation of the County of Bruce

30 Park Street

Walkerton, ON N0G 2V0

Email:

To the Club:

Bruce Peninsula Off-Road Riders Association

Address:

Email:

To the Federation:

Ontario Federation of Trail Riders

201-3000 Steeles Ave E

Markham, ON L3R 4T9

Email:

13.3 If delivered in person, the delivery should occur between 9:00 am and 4:30 pm, Monday to Friday, excluding statutory holidays or other business closure periods. Hand-delivered notices will be deemed received on the same business day as delivery. Notices sent by mail will be considered received on the fifth day after mailing unless mail service is disrupted. Notices sent by fax or email will be deemed received on the next business day following the day of sending. However, if the sender is aware or should have been aware that the transmission was not received or would not be received by the intended recipient, then it shall be deemed not have been given.

14. Counterparts

14.1 This Agreement may be executed in one or more counterparts, each considered to be an original and all of which, taken together shall constitute one and the same instrument.

15. Force Majeure

15.1 The County, Federation, or Club shall be held responsible for any damage, or delays arising from war, invasions, insurrection, demonstrations, decisions made by civilian or military authorities, fire, flood, human health emergency, strikes, or any event beyond the

reasonable control of the County, Federation, or Club. No party to this Agreement shall be indemnified by any of the other parties for such events.

15.2 The County, the Federation and the Club agree that in the event of a disaster or Force Majeure, they will co-operate, and the Club will make all reasonable efforts to provide temporary replacement service until permanent service is completely restored as applicable.

16. Successors and Assigns

16.1 No party may assign all or any part of this Agreement without obtaining written approval from the other parties.

16.2 This Agreement benefits and binds the parties and their respective successors and permitted assigns.

17. Entire Agreement

17.1 This Agreement constitutes the comprehensive understanding between the parties with respect to the Club’s and Federation’s use of the Trail described under this Agreement, and all related activities. This Agreement supersedes all prior agreements, understandings, negotiations, and discussions, whether written or oral. Except as explicitly stated in this Agreement, there are no additional conditions, covenants, agreements, representations, warranties, or provisions, whether express or implied, collateral, statutory, or otherwise, related to the Club’s and Federation’s use of the Trail and related activities.

18. Governing Law

18.1 This Agreement will be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada. The parties submit to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising under or related to this Agreement.

19. Severability

19.1 Each clause in this Agreement is distinct and severable. The invalidity or unenforceability of any clause will not affect the validity or enforceability of the other clauses in this Agreement.

20. No Partnership

20.1 This Agreement does not establish a partnership or joint venture between the County, the Club, and the Federation, nor does it create an employment relationship between the County and the employees or volunteers of the Club and/or the Federation in the provision of services under this Agreement.

21. No Waiver

21.1 For either party to release any of its rights under this Agreement, it must be in writing and signed by both parties.

21.2 A waiver of a breach of one clause of the Agreement does not apply to any other clause.

21.3 The failure or delay in enforcing an obligation in the Agreement does not preclude the ability to enforce that obligation at a later date.

22. Dispute Resolution

22.1 If a dispute arises between the parties regarding the interpretation or execution of this Agreement, they commit to resolving the dispute in good faith, either with or without the assistance of a mediator. Should the parties fail to reach a resolution through mediation, any remaining matters in dispute will be conclusively settled through arbitration in accordance with the provisions of the Ontario Arbitrations Act.

22.2 The location for any such arbitration hearing will be within the County of Bruce at a location to be determined by the County.

IN WITNESS WHEREOF THE PARTIES hereunto affixed their signatures and Corporate Seals attested by the hands of the proper officers, duly authorized in that behalf.

The Corporation of the County of Bruce

Date:

Warden: Chris Peabody

Date:

Clerk: Linda White

We have the authority to bind the County

The Ontario Federation of Trail Riders

Date:

Name:

Title:

I have the authority to bind the Federation

Bruce Peninsula Off-Road Riders Association

Date:

Name:

Title:

I have the authority to bind the Association.

Schedule "A" Description of the Bruce County Trail





