

NO. \_\_\_\_\_

**WESTERN MICHIGAN SNOWMOBILE TRAIL**

A cooperative project of the Michigan Department of Natural Resources  
and the Western Michigan Snowmobile Council, Inc.

MEMORANDUM OF AGREEMENT MADE AND EXECUTED THIS \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and  
between Western Michigan Snowmobile Council, hereinafter referred to as permittee and:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ hereinafter referred to as permitter,

**WITNESSETH:**

In consideration of the granting of permission from permitter to the permittee allowing permittee to establish a public snowmobile trail - approximately twenty (20) feet wide - over certain designated premises of permitter, described premises, situated and being in the Township of \_\_\_\_\_, County of \_\_\_\_\_ and State of Michigan to wit:

MILEAGE BETWEEN ENTRANCE AND EXIT POINTS: \_\_\_\_\_ and in further consideration of certain covenants made by the permittee to the permitter with respect to said use, the parties do hereby agree as follows:

1. Permitter agrees to permit the permittee to use such part of the premises of permitter as specifically designed between the parties as a "Public Snowmobile Trail", said trail to be enjoyed equally by all individuals without regard to race, color, creed and sex.
2. Permittee agrees to pay rent to the permitter for the winter season 20\_\_\_\_ - 20\_\_\_\_ for the total sum of \_\_\_\_\_.
3. The permittee does acknowledge and agree as follows:
  - A. To use only such part of the premises of the permitter as specifically designated for the said snowmobile trail, that being a 20' wide easement strip.
  - B. To use all reasonable measures to prevent the deposit of litter of any nature upon the said snowmobile trail by the users thereof and to remove any that might be so deposited.
  - C. To mark and maintain said snowmobile trail and to cut, trim, burn or remove only those trees and shrubs on said premises where written consent of the permitter has been received.
  - D. To take down only those fences that are necessary to provide access to said snowmobile trail on or after November, 15, 20\_\_\_\_ and to re-establish said fences not later than April 15, 20\_\_\_\_.
  - E. To use all reasonable measures to restrict the use of said snowmobile trail when less than four inches (4") of snow are on said described premises.
  - F. To post necessary trail markers and remove them at end of snowmobile season.
  - G. To grade, level or clear and maintain trail bed for safe snowmobile operations.

**IT IS FURTHER UNDERSTOOD AND AGREED THAT:**

4. Permitter shall not assign this agreement or sublet same or any part thereof without the written consent of the permittee.
5. Permitter shall not post "No Trespassing" or similar signs or erect blockages on the areas under this agreement.
6. The within agreement shall remain in full force and effect until May 1, 20\_\_\_\_ unless terminated by the permittee by written notice to the permitter prior to November 1, 20\_\_\_\_.
7. The permittee assumes basic liability for the easement, and agrees to provide liability insurance for the easement area only, during the present and successive winter seasons covered by this Memorandum of Agreement.

**SPECIAL PROVISIONS:** This agreement shall be automatically renewed for successive one year periods by payment by permittee of the annual fee set forth above by January 1, of the year in question unless terminated by written notice by either party on or before October 15, of said year.

IN WITNESS WHEREOF the parties have hereunto executed the within agreement the day and year first written.

WESTERN MICHIGAN SNOWMOBILE COUNCIL

Permitter

Agent

Owner

Approval recommended by:

Owner

Name

Phone

Total Lease \$

Snowmobile Club

This Memorandum of Agreement shall comply with the rules and guidelines, conditions and laws as covered in the Grant & Aids Program of the Department of Natural Resources and the applicable portions therefore described in the Snowmobile Laws of the State of Michigan.

Act 201, Publics Acts of 1953, as amended restricted suits by persons coming upon the property of another for snowmobiling, Section 1 of Act 201, supra, states, "No cause of action shall arise for injuries to any person who is on the lands of another without paying to such other person a valuable consideration for the purpose of fishing, hunting, trapping, camping, hiking, sightseeing, motorcycling, snowmobiling, or any other outdoor recreational use, with or without permission, against the owner, tenant, or lessee of said premises unless the injuries were caused by the gross negligence or willful and wanton misconduct of the owner, tenant, or lessee."