

COBEQUID ECO-TRAILS SOCIETY

MODEL LANDOWNER AGREEMENT

This agreement is between the Cobequid Eco-Trails Society and \_\_\_\_\_ of \_\_\_\_\_, Nova Scotia, for the use of their land in northern Nova Scotia as part of a recreational trail for non-motorized activities. This agreement does not restrict use of the land by the landowner in any way, but is intended to protect the landowner from having the land used improperly. It is acknowledged that the landowner may terminate this agreement, if it is demonstrated that the land is abused.

The Cobequid Eco-Trails Society agrees to meet the following conditions:

1. The trail will be restricted to non-motorized use.
2. No permanent marking and clearing will be done until the route is approved by the landowner.
3. The trail will be cleared only to a width suitable for non-motorized use.
4. No living trees greater than four inches in diameter will be cut without the landowner's permission.
5. The trail will be well marked.
6. The route may be changed in the future at the request of the landowner.
7. Signs will be erected to indicate trail conditions and restrictions (e.g. keep on the trail, no fires, etc.)
8. The Cobequid Eco-Trails Society or its subcommittees will maintain the trail and remove litter on a regular basis.
9. Camping will not be permitted unless permission has been granted or specified by the landowner.
10. While it is recognized that there are individuals who abuse access to private property regardless of whether there is a trail or not, the Cobequid Eco-Trails Society will make all reasonable efforts to prevent misuse of the trail and of the landowner's property.
11. The Cobequid Eco-Trails Society agrees to assume the risk associated with the operation of a non-motorized use wilderness trail on the lands and agrees to indemnify the landowner from any claims arising out of the use of the trail unless caused by the negligence of the Landowner. The Trails Association will purchase a general liability insurance policy to cover the agreed upon uses of the trail.
12. If, in the future, the management of the trail is assigned to another organization, the assignment documents will be sent to the owner, and the new organization will assume all rights and obligations of the Society in accordance with this agreement.
13. If there is dissatisfaction later, the agreement can be canceled given 90 days notice by either the landowner or by the Cobequid Eco-Trails Society.

Landowner name and signature: \_\_\_\_\_

\_\_\_\_\_

Property Number: \_\_\_\_\_ Map Number: \_\_\_\_\_

Representative of Cobequid Eco-Trails Society name and signature:

\_\_\_\_\_

\_\_\_\_\_

Position in Cobequid Eco-Trails Society: \_\_\_\_\_

Witness' name and signature: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_