

The Galiano Trails Society

110-5 Ganner Drive
Galiano Island, BC VON 1P0
Ph: (250) 539-3050

Draft Private Landowner's Agreement

Date:

Property owner(s), address:

Re: *{Legal description and civic address}* (the "Lands")

The Galiano Trails Society (the "Society") was incorporated on 16 July 2010 as a response to a desire by the community to develop a system of trails for use by members of the community and by visitors to the area. The Society is a non-profit organization.

In order to fulfil its objective of developing an integrated system of trails, the Society proposes to develop trails on private lands and, specifically, we are requesting permission to develop a trail (the "Trail") on your property, which are the Lands described above, in the location outlined on the attached map.

We ask that you agree to allow for the development, maintenance and use of the Trail on the Lands on the following terms. If you consent, we ask you to sign the copy of this letter and return it to us. This will then form the agreement (the "License") between you as the owner(s) of the lands and the Society pertaining to the use of the Trail.

The Society's obligations

1. The Society will pay you the sum of \$1 for entering into this License;
2. The Society will keep the Trail in a safe and clean condition;
3. The Society will improve and maintain the Trail at the Society's cost;
4. The Society will not remove any trees from the Lands without your permission;
5. The Society will post signs at its cost for the proper and safe use of the Trail and will remove such signs upon the termination of this License;
6. The Society will not use chain saws and power equipment during periods of high fire risk;
7. The Society will obtain, pay for, and maintain in force, during the term of this agreement, a general liability insurance policy with respect to the society's use and occupation of the Trail, and will name you as an additional insured. This insurance policy will insure against bodily injury, including death, and property damage arising out of such use and occupation of the Trail under the License.
8. The Society will indemnify and save you harmless against any and all claims (except those arising from your own fault or negligence) including all damages, liabilities, expenses and costs arising directly or indirectly from the granting of this License and the use and occupation of the Trail;

9. The Society will give you ninety (90) days written choice if the Society wishes to terminate this license early and the License will then terminate at the end of such ninety day period. The Society may terminate this license for any reason.

10. In the event that the insurance is allowed to lapse, this License will immediately come to an end.

You agree:

11. You agree to grant to the Society the right to the use and occupation of the Trail on the Lands for pedestrian use and hiking by the general public for a period of five (5) years from the date of this agreement;

12. You agree to allow the Society to maintain and make such improvements to the Trail as the Society considers necessary, subject to paragraphs 2 through 6 above. Such improvements and maintenance will be done at the Society's cost;

13. You agree to allow the Society to post signs on the Lands informing the public as to proper and safe use of the Trail, and to publish maps showing the Trail;

14. You agree to give the Society ninety (90) days written notice if you wish to terminate this License early and the license will then terminate at the end of such ninety day period. You may terminate this license for any reason.

15. You agree to inform the Society if you sell the Lands. This License will terminate automatically upon completion of such sale unless renewed by the new owner.

The Galiano Trails Society

_____, Director

Name:

The foregoing is hereby **agreed to this** **day of** , 2011.

Name:

Witness:

Name:

Address: