

Memorandum of Agreement

This Memorandum of Agreement is by and between **Town of Oconto** hereinafter designated as Owner; the **Oconto Area ATV Club**, hereinafter designated ATV Club.

WHEREAS, the ATV Club wishes to travel on a paved portion of Town of Oconto Highways;

AND WHEREAS, the ATV Club has identified the route as, All Town of Oconto Highways as per attached map.

AND WHEREAS, said designation of the route listed will be maintained by Owner to make it safe for travel, and maintained in a manner to promote safety and prevent erosion;

AND WHEREAS, The term Highway pertains only to the use of the paved surface for the above mentioned routes, in order to access segments as identified above,

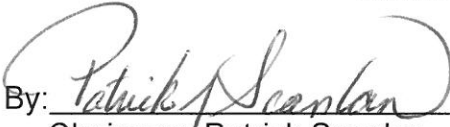
AND WHEREAS, said routes will be posted at 35 mph for ATV/UTV use and will be patrolled by the law enforcement agencies with jurisdiction there over;

NOW THEREFORE, the parties agree that:

- A. This agreement will allow the use of the above identified route effective upon the last date noted with signature below, without setting precedent regarding the use of highway right of way. The ATV Club shall operate in accordance with the provisions of §23.33, Wis. Stats. and all other applicable state and local laws.
- B. The Town of Oconto, as the maintaining authority of the highways designated as routes, shall furnish, install, and maintain the proper signs. Cost of the signs, installation and maintenance shall be charged to the requesting ATV Club. The requesting ATV Club must provide a \$500 deposit upon approval of an ATV route request. This money will be deposited into an account for the ATV Club, which will be credited with the initial deposit, and charged as work is performed for ATV route sign purchase, installation and maintenance. If additional funds are required the ATV Club shall provide an additional \$500 deposit upon demand from the Town.
- C. This agreement may be withdrawn at any time as the Owner may deem necessary to promote the public welfare and/or interest.
- D. **INDEMNITY & HOLD HARMLESS.** The ATV Club shall, at all times during the term of this agreement, indemnify and hold harmless the Owner against any and all loss, damage, and costs or expenses which the ATV Club may sustain, incur, or be required to pay by reason of any person suffering personal injury, death or property loss resulting from the negligent or intentional acts of the ATV Club or its members, agents or employees, in providing the trail access set forth in this agreement, except for any liabilities, losses, damages, charges, costs or expenses which are caused in whole or in part by the Owner's negligence or willful misconduct.

- E. INSURANCE COVERAGE. ATV Club shall maintain general liability coverage with limits of not less than \$1,000,000.00 per occurrence for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises, operations & personal injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the ATV Club's limit of liability. The policy must include the Owner, its officers, agents, employees and servants as additional insureds, but only insofar as the operations under the contract are concerned.
- F. This agreement is binding upon the signatories hereto in their capacities as officials of their respective organizations, and acknowledges proper action of Oconto County and Oconto Area ATV Club to enter into the same.

Town of Oconto Town Board

By: 
Chairman, Patrick Scanlan

Date: 5/1/2017

By: 
Supervisor I, Paul Pansier

Date: 5-1-17

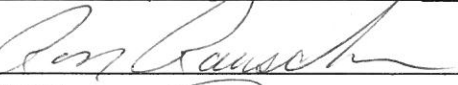
By: 
Supervisor II, Steve Carlin

Date: 5-1-17

Oconto Area ATV Club / ATV Club

By: 

Date: 5-3-17

By: 

Date: 5-3-17



5-3-17