

**NORTH DAKOTA PARKS & RECREATION DEPARTMENT
SNOWMOBILE TRAIL LEASE AGREEMENT**

This lease is entered into by _____, (LANDLORD) and the State of North Dakota acting through its Parks and Recreation Department (STATE).

LANDLORD, in consideration of the **\$1.00** rent to be paid **for the term of the lease** and the covenants to be performed by STATE, hereby leases to STATE the following described real property ("the Trail"), which is approximately _____ miles long, situated in the county of _____, North Dakota:

[Insert property description]

TERMS

- 1. TERM OF LEASE.** This lease shall begin on _____ and **(select one)**:

 - Automatically renew annually, unless terminated earlier as provided in paragraphs 6 and 12. _____(LANDLORD'S initials)
 - Expire on _____, unless terminated earlier as provided in paragraphs 6 and 12. _____(LANDLORD'S initials)

- 2. USE BY PUBLIC.** From December 1st to April 1st of each year, STATE shall have the right to allow the public to operate snowmobiles on the Trail. STATE shall mark the Trail with signs showing the Trail's location. STATE may only open the Trail to the public when, in its sole discretion, it determines that adequate snow cover exists under Snowmobile North Dakota's Trail Guidelines.

- 3. MAINTENANCE OF TRAIL.** From October 1st to April 30th of each year, STATE shall have the right to enter the Trail to perform maintenance on the Trail, including grubbing the Trail and installing and removing signs.

- 4. LANDLORD'S OBLIGATIONS.** From December 1st to April 1st of each year, LANDLORD shall not to make any physical changes on the Trail that would interfere with the use of the Trail for snowmobiling and shall not post any signs prohibiting snowmobile use along the Trail.

- 5. YEAR ROUND SIGNAGE.** Subject to LANDLORD'S agreement, STATE shall have the right to leave snowmobile trail signs on the Trail year-round.

 - Yes, I will allow year round signage. _____(LANDLORD'S initials)
 - No, I will not allow year round signage. _____(LANDLORD'S initials)

- 6. TERMINATION OF LEASE.** This lease may be terminated by mutual consent of both parties, by either party upon 30 days written notice, or under the provisions of paragraph 12.

- 7. MERGER AND MODIFICATION.** This lease is the entire agreement between the parties. STATE may modify the terms of this lease at any time. STATE shall provide LANDLORD written notice of any modification no less than 60 days prior to the effective date of the modification.

8. SEVERABILITY. If any term or provision of this lease is declared by a court of competent jurisdiction to be invalid, the validity of the remaining terms will not be affected, and the rights and obligations of the parties will be construed and enforced as if the lease did not contain the term or provision held to be invalid.

9. RELATIONSHIP. LANDLORD is not the agent of STATE. There is to be no employer-employee relationship between STATE and LANDLORD or LANDLORD'S employees.

10. SPOILIATION – NOTICE OF POTENTIAL CLAIMS. LANDLORD agrees to promptly notify STATE of all potential claims that arise from or result from this lease. LANDLORD shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to STATE the opportunity to review and inspect the evidence, including the scene of an accident.

11. LIABILITY. The parties do not intend for this lease to modify the protection provided to LANDLORD in North Dakota Century Code Chapter 53-08, which says that an owner of land leased to the state for recreational purposes owes no duty of care to keep that land safe for entry or use by others or to give any warning of a dangerous condition on the land. STATE and LANDLORD each agrees to assume its own liability for any and all claims of any nature including all costs, expenses, and attorneys' fees which may in any manner result from or arise out of this lease.

12. INSURANCE. STATE shall require any third party with whom STATE enters into an agreement for maintenance of the Trail to obtain liability insurance for its maintenance operations. LANDLORD shall be named as an additional insured on this policy. Failure of the third party to obtain this insurance immediately terminates this lease, and STATE shall promptly send to LANDLORD a written notice of the lease's termination.

13. ASSIGNMENT AND SUBCONTRACTS. STATE may assign or otherwise transfer or delegate any right or duty without LANDLORD'S written consent.

14. APPLICABLE LAW. This lease is governed by and construed in accordance with the laws of the State of North Dakota. Any action commenced to enforce this lease must be brought and solely litigated in the District Court of Burleigh County, North Dakota

Landlord

Signature: _____ Date: _____

Name: _____

Address: _____

City: _____ Zip: _____

Telephone: _____

**North Dakota Parks & Recreation
Department**

Signature: _____ Date: _____

Melissa Baker, Director
North Dakota Parks & Recreation Department

Trail : _____