

Snowmobile Permit and Agreement (*Sample*)

_____ County, State of Iowa, and _____ (hereinafter referred to as sponsor) do hereby enter into the following permit and agreement:

1. _____ County hereby consents to and grants permission to the undersigned sponsor and their snowmobile club to utilize county road right of ways for the purpose of snowmobile club activities to the county roads shown on the attached map.
2. All of the sponsors activities will be in compliance with the Code of Iowa, sections 321 and 321G and the _____ County Snowmobile Policy. This permit does not give any rights to the sponsor or snowmobile club members beyond those expressly stated in the Code of Iowa and the _____ County Snowmobile Policy.
3. In consideration of _____ County granting said permission and consent, the sponsor hereby promises and agrees to the following:
 - A. The sponsor, at his/her own expense, shall provide all safety measures and warning devices necessary to protect their members such as, but not limited to, signs and directional markers. Any snowmobile trail signing placed in the right of way will be removed within 30 days of the end of the period covered by this permit.
 - B. If the organization places any temporary structures, including bridges and culverts for the purpose of crossing streams and waterways, these will be removed in their entirety within 30 days of the end of the period covered by this permit. Plans for the structures will be submitted to the county engineer for review prior to installation. The sponsor will also obtain a permit to do construction within county right of way from the county engineer's office prior to undertaking any work.
 - C. Right of ways utilized for the sponsor's activities shall be left in a satisfactory condition subject to the approval of the county engineer.
 - D. The traveled portion of the roadway surface shall not be used for travel by snowmobiles except as provided in Section 321G, Code of Iowa.
 - E. The sponsor shall notify Iowa One Call, and any utilities not registered with One Call, in advance of any excavation or construction of trail structures and follow all appropriate instructions from the utilities to protect those aboveground and underground utilities.
 - F. The sponsor agrees to provide all necessary snowmobile warning signs such as snowmobile legend signs, crossing signs, etc. The sponsor will pay for, or apply for available state grants to provide funding for the purchase of these signs. Signs will become the property of _____ County and will be installed and placed by the county. _____ County will pay the cost of installation of the signs (i.e. posts, labor).
 - G. The sponsor assumes all liability for and agrees to reimburse _____ County for any damage to the roadway or ditch caused by the activities of the snowmobile club.

H. Sponsor will reseed disturbed areas created by the club's activities. _____ County will furnish necessary seed to do so.

I. SPONSOR HEREBY AGREES TO SAVE HARMLESS AND INDEMNIFY _____ COUNTY AGAINST ANY AND ALL CLAIMS FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARISING OUT OF ACTIVITIES OF THE SPONSOR OR ORGANIZATION MEMBERS PURSUANT TO THIS PERMIT AGREEMENT. SPONSOR WILL PRESENT A CERTIFICATE OF INSURANCE TO THE COUNTY UPON APPLICATION FOR THIS PERMIT IDENTIFYING THE COUNTY AS AN ADDITIONAL NAMED INSURED FOR A MINIMUM OF ONE MILLION DOLLARS IN LIABILITY COVERAGE.

J. NOT CONFORMING OR ACQUIRING A PERMIT IS A VIOLATION OF SECTIONS 319.14 AND 321G.9 (1995) CODE OF IOWA.

4. The period for which this permit is approved shall be from the _____ day of _____, 20__ through the _____ day of _____, 20__.

Entered into this _____ day of _____, 20__.

Recommended, _____ County Engineer

Chair, _____ County Board of Supervisors

Sponsor

Address _____

Phone _____