



State of New Hampshire
Department of Natural and Cultural Resources
Division of Parks and Recreation
Bureau of Trails

LOANED GROOMING EQUIPMENT AGREEMENT

This Agreement is made this ____ day of _____, 2023, between the STATE OF NEW HAMPSHIRE BUREAU OF TRAILS, hereinafter referred to as the "Bureau", and the **NAME OF CLUB**, a non-profit incorporated snowmobile club, hereinafter referred to as the "Club", with a principal place of business in **«Location»**.

WHEREAS, the Club desires to maintain a public snowmobile trail system and is in need of a groomer to accomplish this with their one club-owned groomer, and;

WHEREAS, the Club does not have the funds to purchase or lease a groomer;

NOW, THEREFORE, IT IS AGREED between the parties hereto:

1. Equipment:

- 1.1 The Bureau will loan their **[describe equipment, YEAR, MAKE, MODEL, VIN#, DRAG, DRAG SIZE, DRAG SN#]** to the Club for the **[YEAR-YEAR]** winter grooming season. The Club agrees to accept the aforementioned equipment in "AS IS" condition. The equipment's initial hour and odometer reading are **[]** and **[]** respectively.
- 1.2 The Club acknowledges that it has been advised by the Bureau regarding the general use of the equipment described above and acknowledges that all members who will be using the equipment will be advised regarding the general use of the equipment. The Club shall use the equipment at its sole risk.
- 1.3 The Club shall ensure all operators of this equipment have reviewed the "NH Trail Groomer Operator Safety Awareness Training" video found on the NH Bureau of Trails [website](#), YouTube and shown at the annual Trail Master meeting hosted by NH Snowmobile Association. The Club shall also ensure all operators of this equipment have submitted their "Groomer Operator Certification Quiz" (also found on Bureau [website](#)) to the Bureau and received a passing score.
- 1.4 Operators who have received a passing score on their "Groomer Operator Certification Quiz" shall also receive a training demonstration from Bureau staff on proper operation of equipment.
- 1.5 Club shall apply for an annual "Trail Maintenance Registration" through Fish & Game for this equipment and will be responsible for supplying the fee for this registration. The application for this registration is found on Fish & Game [website](#) and Bureau [website](#). Clubs are responsible for obtaining this registration every year for the Term of this Agreement.
- 1.6 The Club shall not use the equipment for other than the intended purpose and shall not allow anyone else to use the equipment for any purpose other than the intended purpose.

2. Loan Agreement:

The Club and Bureau agree that this Loan Agreement shall not be interpreted as providing the Club any ownership interest in the groomer for this season or at anytime in the future. This equipment is a State-owned grooming tractor that is available for this season only for the Term identified below.

3. Term:

The grooming season and the Term of this Loan Agreement runs from [Date through Date].

4. Pickup and Return of Equipment:

- 4.1 The Club shall be responsible for picking equipment up from, and returning it to, the [NAME OF FACILITY, ADDRESS OF FACILITY]. The equipment must be returned to the Bureau no later than [DATE].
- 4.2 The Bureau shall notify the club, in writing, at least fifteen (15) days in advance of any requested return date prior to the end of this Agreement.
- 4.3 Upon completion of this Agreement or if the Bureau initiates early termination of this Agreement pursuant to provision 7 below, the equipment must be immediately returned to the Bureau in satisfactory condition consistent with the normal wear and tear expected when properly using the equipment.
- 4.4 If the Club does not return the equipment in satisfactory condition, the Club shall be responsible for all costs associated with repairing the equipment to return it to a condition that is satisfactory to the Bureau and consistent with the normal wear and tear expected from proper use of the equipment.

5. Maintenance and Repairs:

- 5.1 The Club agrees to maintain the equipment in good running condition, performing routine regular maintenance on the equipment at the expense of the Club.
- 5.2 The Club agrees to store equipment under cover during off season for the duration of the Term.
- 5.3 The Club shall submit completed MV-2 forms, which are provided by the Bureau, to the Bureau by the 10th of each month for the entire Term of this Agreement. Each of the aforementioned MV-2 forms shall include the hour and odometer reading at each fueling and/or maintenance of the equipment Term of this Agreement.
- 5.4 The Club shall contact the Bureau immediately to discuss any major repairs, major part replacements or other issues related to the loaned equipment.
- 5.5 The Bureau will be responsible for major repairs and/or major part replacements on the loaned equipment, unless it is determined that these repairs were the result of misuse and/or non-maintenance by the Club or its members.
- 5.6 The Club can apply for Grant-in-Aid (GIA) funds to support the refurbishment of equipment.

- 5.7 The Bureau will not be responsible for any major repairs or replacement costs not approved in writing and in advance by the Bureau.
- 5.8 The Bureau shall have physical access to the equipment at all times during the Term of this Agreement. If the equipment is kept in a locked facility, the Bureau's District Supervisor shall be provided a facility access key.
- 5.9 Bureau staff may perform an end of season audit of all equipment as needed.
- 5.10 The Prinoth Husky's have built in GPS for tracking equipment health.

6. Insurance:

- 6.1 The Club shall, at its own expense, obtain and continuously maintain insurance coverage sufficient to cover the actual cash value of the loaned equipment for the Term of this Agreement.
- 6.2 The Club shall also, at its own expense, obtain and continuously maintain commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- 6.3 All insurance policies obtained pursuant to this Agreement shall name the State of New Hampshire Bureau of Trails as the certificate holder. A copy of the certificates shall be provided to the Bureau before the equipment is picked up by the Club.

7. Termination

Failure of the Club to comply with any of the terms and conditions of this Agreement may result in the termination of the Agreement, at the election of the Bureau, and the immediate return of the equipment by the Club. The equipment shall be returned in a condition consistent with provisions 4.2 and 4.3 above.

8. Indemnification:

- 8.1 The Club shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses and other expenses, including, without limitation, reasonable attorneys fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Club. The State shall not be liable for any costs incurred by the Club arising under this paragraph.
- 8.2 Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State. This covenant shall survive the termination of this Agreement.

9. Choice of Law and Forum:

- 9.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

9.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

10. Amendment

This Agreement may be modified, waived, or discharged only by an instrument signed by the parties hereto.

Signatures:

Club President Name
(printed)

Club President Name
(signature)

Date

Bureau of Trails District Supervisor
(printed)

Bureau of Trails District Supervisor
(signature)

Date

Bureau of Trails Chief
(printed)

Bureau of Trails Chief
(signature)

Date