**Model Trail License Agreement**

**WeConservePA publishes this model at WeConservePA.org. Refer to the commentary for explanation of each of the model’s provisions. WeConservePA also publishes the Model Trail Easement Agreement and Model Grant of Trail Easement. Explore all the alternatives to ensure that you are using the best tool for your circumstances.**

TRAIL LICENSE AGREEMENT

THIS TRAIL LICENSE AGREEMENT dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Owners”), with a mailing address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Organization”), with an address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

# Background

The Organization wishes to maintain a footpath (the “trail”) on the Owners’ land at \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Property”).

With this agreement, the Owners are providing a revocable license to the Organization for the trail. Either party may terminate it as provided below.

The Owners and Organization recognize that the Recreational Use of Land and Water Act limits their liability for personal injury and property loss if no disqualifying fee is charged for use of the trail.

# AGREEMENT

## **Access.** The Owners grant to the Organization certain rights to enter the Property and make the trail available for public use on the terms and conditions set forth in this agreement.

## **Trail Specifications.** The location of the trail is:

in its presently existing location with some minor adjustments in places over time to stabilize the trail, maintain a passable path, and prevent erosion as needed.

to be determined by mutual agreement of the Owners and the Organization.

shown on the attached sketch, which is incorporated into this agreement by this reference.

to be determined by the Organization subject to the limitations (if any) described as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## **Trail Use.** The Organization may make the trail available to the public for foot travel, nature appreciation, and the activities checked below:

\_\_\_ snowshoeing \_\_\_ cross-country skiing \_\_\_ bicycling \_\_\_ horseback riding

\_\_\_ hunting \_\_\_ fishing \_\_\_ [other]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## **Trail Development and Maintenance.** The Organization, and persons engaged by the Organization, may:

1. paint blazes and install markers so that the trail route can be followed easily.
2. install signs related to the trail such as private property courtesy signs and signs prohibiting undesired activities.
3. maintain, replace, and upgrade already existing trail structures.
4. install structures within and along the trail to stabilize or prevent erosion of the trail, or to facilitate passage of the trail through wet areas.
5. only after consultation and agreement by Owners, install bridges, boardwalks, or other structures not described above.

## **Liability.** Use of the trail is for recreational purposes only. Persons using the trail do so at their own risk. Neither the Owners nor the Organization may charge for access, nor do they assume any duty to inspect or maintain the trail or warn of any defects or dangerous conditions.

## **Trail Closure.** The Organization has the right to close the trail at any time and for any length of time. The Owners reserve the right to close the trail and post notice of closure at trail entry points when, in their judgement, closure is advisable to avoid risk of injury to trail users. When trail closures are scheduled in advance, the Owners may, by five days’ advance notice, require the Organization to post notice of trail closure at trail entry points.

## **Entire Agreement.** This agreement, including any sketch or other exhibit referred to and attached to this agreement, is the entire agreement of the Owners and the Organization pertaining to the trail and supersedes any other agreements or understandings whether or not in writing.

## **Termination.** Either party may terminate this agreement and license after 60 days’ notice to the other party.

## **Transfer of Property.** In the event the Property is transferred to another party, this agreement does not extend to the new party. However, to support the continued existence of the trail, the Owners agree to inform anyone to whom the Owners anticipate transferring the Property of the trail and this agreement; if the Property is transferred, the Owners agree to inform the Organization of the names and contact information for the new owners.

## **Consideration.** The Owners and the Organization mutually acknowledge the receipt of $1.00 and other good and valuable consideration for the execution and delivery of this agreement.

INTENDING TO BE LEGALLY BOUND, the Owners and the Organization have signed this agreement as of the date set forth above.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner’s name:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner’s name:

[Organization]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and title of authorized representative:

This document is based on the Model Trail License Agreement (v. 2022.10.03) provided by WeConservePA. Nothing contained in the model, which was prepared in the context of Pennsylvania law, is intended to be relied upon as legal advice or to create an attorney-client relationship. There is no guarantee that it is up to date or error free. It should be revised under the guidance of legal counsel to reflect the specific situation.