

International Mountain Bicycling Association Local Services Agreement

This Services Agreement ("Agreement") entered on this 1st day of January, 2018 is between International Mountain Bicycling Association ("IMBA") and Mid-Atlantic Off-Road Enthusiasts, Inc. (MORE) ("Partner") and is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

WHEREAS, IMBA is a Colorado nonprofit corporation, exempt from federal income tax according to IRS code 501(c)3 and leads a national and worldwide effort to create, enhance, and protect great places to ride mountain bikes; and

WHEREAS, IMBA seeks to equip, empower and build the organizational capacity of its partner organizations; and

WHEREAS, increased organizational capacity also enhances IMBA's capacity to achieve its mission; and

WHEREAS, the Partner is a nonprofit corporation, registered in the State of Virginia and organized exclusively for charitable, educational, and recreational purposes;

WHEREAS, IMBA and the Partner wish to set forth their mutual understandings and agreements pertaining to the designation of an IMBA Chapter and the mutual rights and responsibilities created thereby; and

WHEREAS, IMBA and the Partner agree to mutually promote and conduct programs consistent with the following core values;

- We value public participation in a democratic process, and seek advocacy partners who share our regard for mountain biking.
- We value sustainable trails and the stewardship of those trails by volunteer and professional caretakers.
- We value the natural world, and respect the land and other trail users.
- We value the enjoyment, health benefits and personal challenge that mountain biking provides.

Section 1: Interpretation and Intent

This "Agreement", means this Agreement executed by IMBA and the Partner, and includes these Terms and Conditions, and Attachments attached hereto and referenced in the Agreement.

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between IMBA and Partner. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by IMBA or Partner which in any way modify, vary, alter, enlarge or invalidate any

of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both IMBA and Partner.

In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by IMBA or other rights or obligations of IMBA or Partner the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Partner and affording the greater right or remedy to IMBA, shall govern.

Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against IMBA solely by virtue of IMBA or IMBA's representatives having drafted all or any portion of this Agreement.

Section 2: Services Provided by IMBA to Partner

IMBA agrees to provide Chapter Level Services to Partner, as outlined in Attachment A, IMBA Local Services. Partner acknowledges having reviewed and understands what Chapter Level consists of by initialing this section in the space provided below and on Attachment A.

Level of Service Selected:	Chapter
Initials:	<i>R</i>
Date:	<i>Feb. 1, 2018</i>

Section 3: Consideration for Chapter Services

Partner agrees to pay IMBA \$450 dollars, as a flat fee for the services agreed to in Section 2 and outlined in Attachment A, and any additional fees associated with the services provided to the Partner by IMBA as outlined and agreed to by the Partner in Attachment A.

Section 4: Requirements of Partner to Receive Services

The Partner shall establish and maintain its own bank account(s) which requires having its own federal employer identification number.

The Partner agrees to comply with all Federal, State, and Local tax requirements and regulations.

Section 5: Term of the Agreement

The term of this Agreement shall begin upon execution date of this Agreement by the required signatories and shall be an evergreen agreement with automatic renew at the end of each year unless one of the parties provides written notice of their intent to terminate the Agreement early, with notice given 90 days prior to the date of such early termination.

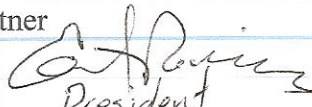
Section 6: Warranties and Indemnification

IMBA and the Partner are not and shall not be considered legal representatives, or agents of each other. At no time shall either party act or represent itself to be acting in any of these capacities. Neither IMBA nor the Partner shall have the right or power to bind or obligate the other party in

any manner and shall not make, or represent that it has the power to make, any contract, agreement, representation, warranty or obligation, express or implied, on behalf of the other Party.

Neither IMBA nor the Partner shall be liable for any act, error, omission, debt, or other liability or obligation of the other party. The Partner shall indemnify IMBA from any claim brought against the Partner for its activities, including but not limited to, events and activities, including but not limited to races, festivals, skills clinics, organized trips, group rides, or trail building.

IMBA shall not be held liable by the Partner for the faults, errors, and omissions of any third-party service provider platform utilized to perform the duties, obligations, and services outlined in this Agreement.

	Partner		IMBA
Signature:		Signature:	
Title:	President	Title:	
Date:	Feb. 1, 2018	Date:	

Attachment A

IMBA Local Services

Section 1: IMBA Local Services Matrix


Standard Services	Chapter	Affiliate Co-Branded	Affiliate White Label	Supported Org	Region
Membership Processing	\$15 per member	\$15 per member	\$15 per member		\$12 Per Member
Membership Acquisition/Retention	X	X			
Membership Drives	X	X			
Co-Branding w/IMBA	X	X			
Premium Membership Fulfilment	X				
Education Services	\$250	See Add'l Svc	See Add'l Svc	See Add'l Svc	\$1,500
Golden Volunteer Tracking App	\$200	See Add'l Svc	See Add'l Svc	See Add'l Svc	\$1,000
501(c)(3)	X				
Additional Services					
Phone Consultation for professional services	X	X	limited	limited	
Dig-In	X	X	limited	limited	
IMBA Marketplace	X	X			
CycleLife HQ	X				
Education Services	Standard Svc	\$350	\$500	\$500	Standard Svc

Golden Volunteer Tracking App	Standard Svc	\$250	\$300	\$500	Standard Svc
Custom Apparel/Gear discounts (Primal, Showers Pass)	X				
MTB Project	X	X			
Retail Program support	X	X			
Discounted Services					
Event Registration	20% off	10% off	regular price	regular price	
Webinars (live with expert guests)	Discounted or FREE	Slightly discounted	regular price	regular price	
Additional Fees					
**Integration fee	\$200	\$200	\$250	n/a	

Section 2: Distribution of Fees from IMBA to Partner

IMBA will distribute fees via mail to Partners on a quarterly basis.

***Does not apply to past IMBA Chapters*

Level of Service Selected:	Chapter
Initials:	
Date:	Feb. 1, 2018

Attachment B

Additional Terms and Conditions Between Partner (X) and IMBA

Attachment C

Standard Terms and Conditions

Section 1: Governing Law

This agreement shall be governed, construed, and enforced in accordance with the laws of the State of Colorado, without regard to its conflict of laws rules.

Section 2: Insurance

The Partner shall obtain and constantly maintain enrollment in appropriate insurance coverage for all activities.

- a) The Partner shall obtain and maintain general liability coverage for day-to-day operations. The Partner's shall submit proof of insurance to IMBA in the form of an electronic certificate.
- b) Partners that have paid staff or manage more than \$50,000 in revenue per year shall obtain Director's and Officer's coverage.
- c) Partner shall properly insure all events and activities, including but not limited to races, festivals, skills clinics, organized trips, or group rides.

Section 3: Requirements to Use and Use Restrictions on IMBA Brand and Trademark

The Partner's use of the IMBA logo, the name "International Mountain Bicycling Association", and the IMBA acronym must always include the name of the Partner, so as not to confuse communications from IMBA with those of the Partner.

To maintain proper branding of the Partner, especially in communications with the general public, the Partner must always use a name and logo that integrates IMBA's name and logo.

Examples:

- A. "CNY-DIRT, an International Mountain Bicycling Association Chapter"; or
- B. "CNY-DIRT, an IMBA Chapter"; or
- C. "CNY-DIRT, a Chapter of the International Mountain Bicycling Association"; or

D. IMBA Syracuse.

See Attachment D for IMBA's Graphic Standards.

Section 4: Failure to Pay for Professional Services

IMBA reserves the right to suspend payment of membership dues to Partners, who fail to compensate IMBA for Professional Services provided to the Partner by IMBA. IMBA will only withhold dues equal to the amount owed it by the Partner and will cease withholding once that amount is reached.

IMBA will first provide written notice to the Partner of their failure to pay for IMBA's Professional Services. Partner will have 30 days to cure their failure to pay, or work in good-faith with IMBA to create a plan to provide payment. In the event Partner is unable to pay, or IMBA and Partner are unable to reach an agreement to pay, then IMBA will provide written notice to the Partner that IMBA will withhold membership payment until IMBA is fully compensated for the Professional Services provided to the Partner.

This clause applies to all Professional Services entered into by the Partner after the signature of this Agreement.

Section 5: Group Exemption Requirements

This Section applies only to Partners that utilize IMBA's Group Exemption. The Partner agrees to file a 990-N form and abide by all IRS regulations. The Partner also agrees to comply with all State tax regulations. For further information, contact IMBA for the Chapter Tax Filing instructions pamphlet.

Section 6: Termination for Cause or Convenience

If Partner becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, then IMBA may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Partner shall be given (1) not less than ten (10) calendar days written notice of IMBA's intent to terminate, and (2) an opportunity for consultation with IMBA prior to termination. In determining the amount of final payment to be made to Partner upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by IMBA to be incurred by reason of Partner's default.

This Agreement may be terminated in part in writing by IMBA for IMBA's convenience; provided that Partner is given (1) not less than ten (10) calendar days written notice of intent to terminate

Section 11: Authority to Bind

Notwithstanding anything in this Agreement to the contrary, the signatory for Partner represents that he/she has been duly authorized to execute agreements on behalf of Partner and has obtained all necessary or applicable approval from the home office of Partner to make this Agreement fully binding upon Partner when his/her signature is affixed and accepted by IMBA.

Section 12: Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.

Section 13: Force Majeure

In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of fire, explosion, power blackout, natural disaster, strike, embargo, labor disputes, war, terrorism, acts of God, acts or decrees of governmental bodies or other causes beyond such party's reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

Initials:



Date:

Feb. 1, 2018

Attachment D

Description Services

Membership Acquisition and Retention

IMBA Local Chapters and co-branded Affiliates will receive assistance and resources in an effort to help grow the membership base and make it easy for members to renew. Included in this service is participation in IMBA's two membership drives, materials, email reminders of renewal date, premium fulfillment of membership at certain levels and inclusion in the Retail Program to include IMBA's and the organization's retail partners.

501(c)(3) Filing

IMBA Local organizations participating at the Chapter level will be able to utilize IMBA's group 501(c)(3) tax filing exemption. This filing allows for Chapters to apply for public/private grant funding, allows Chapters to solicit charitable donations from the public and usually exempts the Chapter from similar state and local taxes. An addendum to the IMBA Local Service Agreement will be added to reflect this option. Should a Chapter decide to change to an Affiliate level then that organization will no longer be able to utilize the tax exemption.

Education

IMBA is providing a robust educational platform that will aggregate 30 years of advocacy and trail building experience into one location called IMBA University. This service will include shareable resources, self-navigating educational tracks and webinars and fee-based webinars with discounts available for Local organizations at different levels. Some topics included within IMBA University are Chapter Governance, Fundraising, Government Relations, and Trail building.

Volunteer Management Software

IMBA is working with partners to provide Local participating organizations with powerful volunteer management software. Software features include volunteer signup, mobile app, state-by-state volunteer contribution calculation, volunteer messaging and many more.

CyclelifeHQ

CyclelifeHQ is bicycle travel and tourism digital platform, a sort of Travelocity for mountain biking communities. This software allows IMBA Local organizations to provide value to their retail partners by promoting their local services to mountain bikers looking for destination riding.

Professional Services

Organizations and partners, regardless of their engagement with IMBA Local, will have access to IMBA's expert professionals as a fee-based service. This fee varies based on the level of engagement with IMBA and extends to partners and organizations not affiliated with the IMBA Local program. This service will be a separate contracted service and managed by the IMBA Local team. Professional Services include Chapter Governance/Strategic Planning, Grant writing/Fundraising, Trail Planning/Design/Construction and Government Relations/Policy.

Custom Apparel

IMBA Local Chapters will have access to IMBA's apparel partners to offer branded clothing to their membership and partners. Currently partners include; Primal (kits/jerseys), Headsweats (hats), Athletic Events Supply (tents, banners, signs, etc...), Bike Fixation (bike stands, racks for towns, etc..).

IMBA Retail Program

The Retail Program is separate from IMBA Local, but integrates by allowing IMBA's and the Local organization's partners to offer a free trial membership to new and beginning riders at no cost to the local organization. This program is designed to introduce new riders to the great work Local organizations are doing in their communities and grow membership.

IMBA Store/Marketplace

The IMBA Marketplace functions as an aggregated collection of IMBA's corporate partners that offer customizable discounts to our Local organizations' loyal members. Members can log in to marketplace.imba.com with their membership credentials to access information about discount codes and deals from brands like Headsweats, BikeFlights, Orange Mud, Flat Tire Defender, Athletic Events Supply and Bike Fixation.

MTBProject

IMBA continues to work with MTBProject to bring exclusive content and services to participating Local organizations. This includes, but not limited to, providing Model Trail designations to the mapping platform allowing for users to search for trails based on their designation and connecting users to the local IMBA Local organizations through the website and app.

Dig In Campaign

IMBA's Dig In Campaign is designed to help bring national attention and funding to trail projects across the country. The program is focused around a crowd-sourced funding website soliciting public support and leverages industry dollars raised by IMBA's development team.

The team continues to work with the corporate partner network to secure even more grant dollars. Also available is an industry kickback purchase program that will provide additional support for Dig In projects.

Attachment E

IMBA Graphics Standards