

IMBA Chapter Charter Agreement (“Charter Agreement”)

Between the International Mountain Bicycling Association and the Mid-Atlantic Off-Road Enthusiasts

ARTICLE I: TERM OF AGREEMENT

This Charter Agreement is made this _____ day of _____, 20____ by and between the International Mountain Bicycling Association (herein after referred to as IMBA) and the Mid-Atlantic Off-Road Enthusiasts, (herein after referred to as the Chapter or MORE). Modifications to the Charter Agreement may be proposed by either party and shall become effective upon written approval of both parties.

ARTICLE II: BACKGROUND AND OBJECTIVES

WHEREAS, IMBA is a California 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 preserve trail experiences for mountain bicycling through a network of individual members, and local affiliates; and

WHEREAS, IMBA seeks to equip, empower and build chapter and affiliate organizational capacity; and

WHEREAS, increased affiliate capacity also enhances IMBA’s capacity to achieve its mission; and

WHEREAS, MORE is a 501(c)3 nonprofit organization representing over 1,000 mid-Atlantic area mountain bikers. Founded in 1992, MORE maintains more than 300 miles of natural-surface trails in 40 federal, state, and county parks throughout the mid-Atlantic region. MORE leads the mid-Atlantic effort to create, enhance and preserve trail experiences for mountain bicycling through its network of Trail Liaisons and individual members.

WHEREAS, MORE has an affiliate in the Richmond, VA area (“RA-MORE”) that is directed by an independent board of directors but shares MORE’s 501(c)3 designation.

WHEREAS, IMBA and the Chapter, exclusive of RA-MORE, wish to set forth their mutual understandings and agreements pertaining to the designation of an IMBA Chapter Charter and the mutual rights and responsibilities created thereby; and

WHEREAS, IMBA and the Chapter 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.

ARTICLE III: CHARTER RIGHTS & RESPONSIBILITIES

NOW, THEREFORE, in consideration of the foregoing and of other mutual promises and agreements hereinafter set forth, IMBA and the Chapter agree as follows:

1. Rights of Chapter.

- a. The Chapter shall have the right to the following benefits:
 - i. Database and database application/infrastructure management
 - ii. Joint membership marketing and promotion campaigns for both renewals and acquisition of new members.
 - iii. Personnel Management Services, (e.g., payroll, benefits, employment tax filings, performance management, etc.)
 - iv. Organizational Development and guidance (e.g., governance, board and volunteer leadership development, staff development, etc.)
 - v. Shared paid staff - Within six months of the execution of this agreement, the Chapter and IMBA will jointly recruit and hire a qualified full-time paid staff person whose job title and roles and responsibilities are consistent with the jointly written job description (Attachment 1). The final hire decision will be made with consensus agreement between IMBA and MORE and their respective hiring representatives (one each from MORE and IMBA).
 - vi. Branding benefits -The chapter shall have the right to utilize the name of IMBA in the name of the Chapter, and to acknowledge chapter affiliation with IMBA, see Article III Paragraph 12.
- b. Additionally, IMBA may provide the following benefits to the chapter as needed or as available:
 - a. Joint Communications
 - b. Joint Events and Educational Programs
 - c. Joint Sponsorship
 - d. Pooled Purchasing and/or equipment leasing (eg., insurance, technology, trail building tools/equipment, training programs, etc.)

- e. financial management
- f. Website hosting
- g. Inclusion with IMBA's IRS Group Exemption – 501(c)3 charitable status

2. Relationship. IMBA and the Chapter 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 Chapter 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 Chapter shall be liable for any act, error, omission, debt, or other liability or obligation of the other party. The Chapter shall continue to operate under its separate 501(c)3 designation and will not be included in IMBA's IRS Group Exemption.

3. Bylaws. Each Chapter shall adopt and maintain bylaws and/or club rules. The Chapter shall abide by and promote the core values, mission, purposes and objectives of IMBA as set forth in the most current version of the IMBA Bylaws. The Chapter may adopt the bylaws provided by IMBA for its operations or use its existing bylaws and club rules which were previously provided to IMBA. Chapter will submit any changes to its bylaws and/or club rules and all bylaw/club rules amendments to IMBA for review to ensure the Chapter continues to operate consistent with IRS "charitable" purposes with any discrepancies handled in accordance with Article V Paragraph 2.

4. Geographic Scope. The Chapter agrees to operate within the general geographic scope of Northern Virginia, Maryland and the District of Columbia. See Attachment 2.

5. Territory. The Chapter's territory is a consolidated geographic area used to identify contacts for joint membership. The territory for joint membership will be defined in Attachment 2.

6. Membership. All Chapter membership will be shared with IMBA. Members join IMBA when they become members of the Chapter. All current IMBA members in the Territory will become Chapter members upon execution of this agreement.

7. Dues. The Chapter shall set and impose annual dues on its members in accordance with IMBA's membership fee structure. The Chapter will retain 40% of annual member dues and 60% will be retained by IMBA. The Chapter will be given at least 60 days notification and opportunity to comment before any changes are made to the membership fee structure.

8. Fundraising. IMBA and the Chapter may pursue mutually beneficial fundraising campaigns sharing revenue and associated campaign expenses (e.g., merchant fees, online processing fees, marketing, printing, etc.). Any joint

fundraising will be subject to the standard membership dues revenue share percentage, unless mutually agreed to prior to a specific campaign. The Chapter will keep and account for all funds raised locally with the exception of dues and mutually beneficial fundraising.

Exceptions to the fundraising revenue share may include, but is not limited to:

- a) Corporate Sponsorship and membership – Note that exclusive arrangements would not be subject to revenue sharing, e.g. Subaru of America, the exclusive automobile sponsor of IMBA.
- b) Major donors – both the Chapter and IMBA may pursue their own individual major donor campaigns or work cooperatively to develop campaigns. This exception excludes IMBA/MORE individual membership fee structure at any level (e.g., Single Track Society Member, Benefactor) which is eligible for the distribution contained in Article III paragraph 7 above.
- c) Annual or special gift campaigns – e.g., IMBA's Trail Building, and Trail Access Funds.
- d) Special event fundraisers
- e) Foundation and government grants – Note that often such funding is typically restricted for specific programs and will not be subject to sharing.

9. Reports and Payments. The Chapter and IMBA shall submit the following reports and payments:

- a) A Chapter annual report one week prior to IMBA's annual audit should the chapter and IMBA wish to present to the public a combined statement of financial activity. The chapter annual report should include:
 - i. A roster of outgoing and newly elected Chapter Officers and Committee Chairs and;
 - ii. Summary of the past year's program activities, including trails stewardship projects, educational meetings, and any special events, such as seminars or trade show participation; and
 - iii. A roster of current members, the Chapter mailing list, and attendance lists for meetings and/or events; and
 - iv. A financial report including a balance sheet as of December 31, showing the current assets, liabilities and fund balances of the Chapter as prescribed by IMBA
- b) Should IMBA and the Chapter desire not to present to the public a combined statement of financial activity, the Chapter and IMBA will provide copies to each other of their required IRS filings.
- c) IMBA shall provide quarterly reports of the Chapter's membership activity including quarterly payments for the Chapter's share of membership revenue. Payments will be mailed no later than the 15th of the month following the end of each calendar quarter.

10. Bank Account and EIN. The Chapter shall establish and maintain its own bank account(s) which requires having its own federal employer identification number.

11. Logo Use. The Chapter use of the IMBA logo, the name “International Mountain Bicycling Association,” and the IMBA acronym must always include the name of the Chapter so as not to confuse communications from IMBA with those of the Chapter.

12. Chapter Name and Branding.

- a) To maintain proper branding of the Chapter, especially in communications with the general public, the Chapter must always use a name and logo that integrates IMBA’s name and logo (with the exception below, item III.12.b. Examples:
 - i. “XYZ Mountain Bike Association, an International Mountain Bicycling Association Chapter”; or
 - ii. “XYZ Mountain Bike Association, an IMBA Chapter”; or
 - iii. “XYZ Mountain Bike Association, a Chapter of the International Mountain Bicycling Association”; or
 - iv. “XYZ Mountain Bike Association, a Chapter of the International Mountain Bicycling Association”; or
 - v. “_____”, an IMBA Chapter”; or
 - vi. IMBA _____ (insert a geographic identifier).
- b) The Chapter may choose to not include IMBA as a co-branded partner if and when a specific chapter program or event or activity is unique as defined by trademarked or registered MORE intellectual property.

13. Reserved.

14. Compliance with Federal, State, and Local Tax Regulations. The Chapter agrees to comply with all Federal, State, and Local tax requirements and regulations. This includes, but is not limited to, fundraising activities such as raffles or silent auctions.

15. Reserved.

16. Insurance. The Chapter shall obtain and constantly maintain enrollment in appropriate insurance coverage for all activities.

a) The Chapter shall obtain and maintain general liability coverage for day-to-day operations. The Chapter’s general liability policy must be endorsed or approved by IMBA.

b) Chapters that have paid staff or manage more than \$50,000 in revenue per year shall obtain Director’s and Officer’s coverage.

c) Chapters shall properly insure all events and activities, including but not limited to races, festivals, skills clinics, organized trips, or group rides.

17. Chapter Officer Code of Conduct. The Chapter Board of Directors (Board) and all Chapter Officers commit to ethical, businesslike, and lawful conduct, including proper use of authority and appropriate decorum while acting as Directors or Officers.

1. Board members and Officers must have loyalty to the membership of the organization, unconflicted by loyalties to staff, other organizations or groups, and any self-interest.
2. Board members must avoid conflict of interest with respect to their fiduciary responsibilities.
 - a. Members will annually disclose their involvements with organizations or with vendors, staff or affiliates and any other associations that might be reasonably seen as representing a conflict of interest.
 - b. When the Board is to decide on an issue about which a member has an unavoidable conflict of interest, that member shall disclose such conflict and absent him/herself without comment not only from the vote but from the deliberation.
 - c. Board members will not use their Board position to obtain employment in the Chapter for themselves, family members, or close associates. A board member who applies for employment must first resign from the Board.
 - d. An employee who becomes a candidate for the Board shall automatically be deemed to be on an extended leave of absence during his or her candidacy. An employee candidate who successfully becomes a board member shall be deemed to have automatically and voluntarily resigned as an employee.
3. Board members may not attempt to exercise individual authority over the organization, its affiliates, or any of their parts or staff.
4. Board members will respect the confidentiality appropriate to issues of a sensitive nature.
5. Board members will be properly prepared for Board deliberation.
6. Board members will support the legitimacy and authority of the final determination of the Board on any matter, irrespective of the member's personal position on the issue.
7. Board members who miss three consecutive board meetings will be dismissed from the board.
8. Board members are bound at all times to comply with all federal, state and local laws and regulations that apply to the chapter and its activities. Any Board member that fails to comply with any such law or regulation governing the actions of the chapter is subject to impeachment pursuant to the provisions of the bylaws. The foregoing includes knowingly and purposefully riding on trails on which the applicable governing authority has officially prohibited mountain biking and the construction or alteration of trails in violation of any applicable law or regulation. In addition, a Board member's participation in the construction of unauthorized trails is presumptively deemed to be in direct conflict with the chapter bylaws and mission statement and shall

constitute ground for immediate removal from the Board pursuant to the procedures set forth in the bylaws.

ARTICLE IV: DEFINITIONS

As used herein, the following terms shall have the following meaning:

1. Major Donor – a single gift of \$100 or greater will define a major donor for the purposes of joint fund raising campaigns.

2. Chapter vis-à-vis Affiliate – an IMBA Chapter specifically refers to those local nonprofit organizations that fully executes the chapter charter agreement and/or desires to be included under IMBA's 501(c)3 IRS group tax exemption. Affiliate is a broader designation and is inclusive of Chapters. Chapters do not pay annual affiliate dues to IMBA but agree to share membership and may share some fundraising revenue when mutually agreed.

3. Officer – A club or chapter officer is anyone who is authorized to conduct club or chapter business. This includes but is not limited to Board members, committee members, crew leaders or those that manage Chapter resources, including volunteers and marketing devices, in any capacity.

ARTICLE V: TERMINATION

1. Either party may terminate this Chapter Charter Agreement by providing the other with written notice 60 days in advance. Upon termination by either party for any reason, the Chapter shall cease utilizing the name " International Mountain Bicycling Association Chapter," the acronym "IMBA", and the logo of IMBA, all of which are owned completely and exclusively by IMBA.

2. In the case that the Chapter accepts the Chapter Charter Agreement and subsequently the Chapter's bylaws or club rules change such that the Chapter is no longer operating consistent with IRS "charitable" purposes, the Chapter will be given 30 days after the notice date to either cure its bylaw/club rule inconsistency or terminate this agreement, with the notice sent by a nationally recognized delivery service providing receipt of delivery.

Article VI: Addendums

By mutual agreement, Both IMBA and the Chapter may enter into additional conditions set forth by an addendum. These addendums may include over and above conditions that are unique to an individual Chapter. Addendums may also be used to update and amend any single Article of the Charter Agreement or to add additional Articles. Such addendums must include a separate Authorizing Signature clause, including all the standard information and signatures as set forth by Article VII of this Charter Agreement.

ARTICLE VII: KEY OFFICIALS AND LIAISONS

The personnel listed below are identified as key staff and are considered

essential to the work being performed under this Charter:

The Chapter - Dave Ferraro, MORE President, Jennifer Boynton, MORE Vice President

IMBA – Mike Van Abel, Executive Director, and Frank Maguire, Mid-Atlantic Region Director.

Prior to any changes in key officials by either the Chapter or IMBA, written notice will be given reasonably in advance of a change.

Each of the above named individuals a) is duly elected, qualified, and acting office of IMBA/MORE who is authorized to execute the Chapter Agreement and any and all documents on behalf of IMBA/MORE relating to the Chapter Agreement and b) holds the office(s) set forth opposite his/her name(s) as of the date hereof.

ARTICLE VIII: AUTHORIZING SIGNATURES

IN WITNESS HEREOF, the parties hereto have signed their names and executed this Charter Agreement.

President Mid-Atlantic Off-Road Enthusiasts Chapter,

By:

_____ Date: _____
MORE President

International Mountain Bicycling Association

By:

_____ Date: _____
IMBA President and Executive Director

Attachment 1

Associate Director, IMBA Mid-Atlantic Region Job Description

Status: Full-time, salaried, exempt position

The Associate Director of IMBA's Mid-Atlantic Region is responsible for growing the organizational capacity of IMBA and the Mid-Atlantic Off-Road Enthusiasts (MORE) in order to create, enhance and preserve trail access, and mountain biking experiences in the region. The position's accountability is to achieve MORE's strategic and programmatic goals by cultivating volunteer leadership, increasing MORE and IMBA's financial capacity with fundraising, and membership growth, coordinating regional advocacy and public affairs activities, including marketing and communications activities and developing and cultivating public land management agency partnerships.

The position will report to IMBA's Executive Director, with coaching and technical support from IMBA's team of Region Directors. IMBA's Executive Director will work directly with MORE's board and volunteer leadership to ensure alignment of the Associate Director's roles and responsibilities with that of MORE's program and organizational goals.

IMBA Responsibilities¹ of the Position Include:

- Developing, updating, and activating a plan for regional growth in membership, funding resources, and volunteer capacity
- Facilitating communication between IMBA staff, MORE board of directors, state and regional work groups, and other local advocates
- Actively cultivating, documenting and disseminating best practices in all aspects of sustainable trails advocacy and trails and land conservation
- Assessing and developing partnerships for trails development, cataloging stakeholders, partners, resources, and opportunities throughout the region
- Developing, engaging and mobilizing volunteer leadership
- Cultivating and aligning trail development opportunities with IMBA's Trail Solutions program and other professional trail consulting services.
- Representing and promoting IMBA at relevant public events and festivals
- Identifying, cultivating, and activating grassroots advocacy efforts.

Collaborating with other regional directors' team to support broader trail development and advocacy that also benefits MORE members, e.g., destination trail development in neighboring regions.

MORE Responsibilities Include:

- Fundraising

¹ Some of the Associate Director's responsibilities may be unique to IMBA's program goals, and not relevant to MORE's program goals and vice-versa, but this position will function optimally when the responsibilities and outputs align with both MORE and IMBA's program and organizational goals.

- Create promotional programs to cultivate and secure program and/or event sponsorship
- Develop and implement best practices and processes to generate, direct and organize fundraising activities at relevant existing and stand-alone events
- Lead and direct volunteer engagement and involvement for fundraising activities.
- Manage and organize local and regional membership marketing and acquisition and retention activities in close collaboration with IMBA's national marketing efforts

Organizational Guidance

- Support organizational decision-making processes in support of the MORE board governance and leadership.
 - Establish and maintain a permanent central response file for records retention (i.e., tax filings, IRS 501(c)3 designation letter, sales taxes exemptions, articles of incorporation, bylaws, club rules, etc.)
- Communications
 - Facilitate communication between MORE board of directors, key government officials, state and regional work groups, and trail liaisons
 - Facilitate communication between MORE board of directors, MORE members, other mountain bikers, and other trail and bicycle user groups and/or clubs
 - Develop, engage and mobilize volunteer leadership
 - Identify, cultivate, and activate grassroots leaders within the mountain bike advocacy community
 - Manage grassroots advocacy and public affairs - letter writing campaigns, showcase trail work and program results, and generally present MORE's position and accomplishments to the public

Traveling extensively. The position will be home-based in the MORE assigned territory, but reliable transportation is a must

Working on a flexible, opportunistic schedule, including some evenings, weekends, and holidays

Desired Qualifications:

- Outstanding written and verbal communication skills
- Proficiency with business-related software, technology and applications for writing, presentations, communications, social networking, databases and spreadsheets
- Demonstrated public speaking, presentation and group facilitation and negotiation skills
- Successfully building, or significantly expanding, grassroots initiatives
- Experience with volunteer leadership development, and bringing to the MORE

board's attention, future MORE board candidates.

- Experience leading and working in a collaborative team environment with professional staff or volunteers
- Fundraising and/ and/or relevant business development and sales experience
- Experience and skill in working with land management agencies, elected officials and other land conservation stakeholders
- Recruiting and motivating volunteers for grassroots initiatives
- Attention to detail and strong time-management and organizational skills
- Knowledge and understanding of bicycle and outdoor recreation industries
- Ability to represent MORE in their mission and programs in an authentic and credible manner
- Ability to meet the requirements of overnight travel, away from home
- Demonstrated ability to problem solve in a collaborative team environment

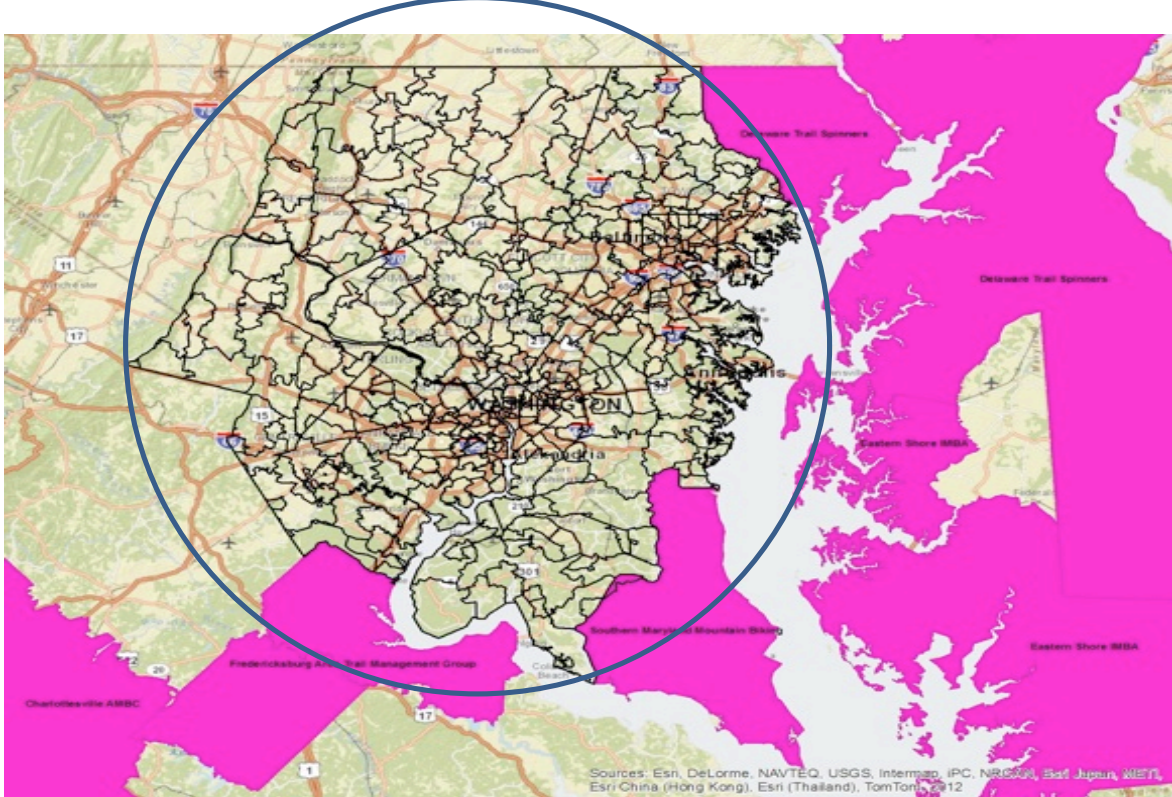
The successful candidate will be passionate about mountain biking, with an energetic, "can-do" personality, who is comfortable working both independently and as part of a team. Experience with land use planning and connection to grassroots advocates and the active outdoor recreation and/or bicycle industry are highly desirable. IMBA/MORE membership is a plus!

- ATTACHEMENT 2 -

Chapter Geographic Scope and Territory

Frederick, Montgomery, Carroll, Howard, Baltimore, Anne Arundel, Prince Georges, and Charles Counties in the State of Maryland; the District of Columbia; Alexandria City; Arlington, Fairfax, Loudoun, and Prince William Counties in the Commonwealth of Virginia inclusive of the following Map and corresponding Zip Codes:

MORE Territory Map



Zip Codes

20625	21048	21206	20110	20735	20129	20837	22180	20705	20772	20906	21223
20871	21051	21207	20111	20736	20130	20838	22181	20706	20774	20910	21225
20872	21053	21208	20112	20744	20132	20839	22182	20707	20776	20912	21226
21701	21057	21209	20119	20754	20135	20841	22205	20708	20777	21012	21227
21702	21071	21210	20136	20758	20137	20842	22213	20710	20778	21029	21228
21703	21074	21211	20181	20779	20141	20850	22312	20711	20781	21032	21230
21704	21082	21212	20187	22025	20143	20854	20001	20712	20782	21035	21240
21710	21085	21213	20601	22026	20147	20874	20002	20715	20783	21036	21250
21716	21087	21214	20602	22039	20148	20876	20003	20716	20784	21037	21401
21718	21093	21215	20603	22060	20151	20877	20004	20720	20785	21042	21402
21719	21102	21216	20607	22079	20152	20878	20005	20721	20794	21043	21403
21727	21104	21217	20608	22134	20155	20879	20006	20722	20812	21044	21409

21754	21111	21218	20611	22150	20158	20886	20007	20723	20814	21045	21737
21755	21117	21220	20613	22152	20164	21777	20008	20724	20815	21046	21738
21757	21120	21221	20616	22153	20165	21790	20009	20733	20832	21054	22041
21758	21128	21224	20617	22172	20166	22003	20010	20737	20833	21056	22201
21769	21131	21229	20622	22191	20169	22015	20011	20740	20851	21060	22202
21770	21133	21231	20623	22192	20170	22027	20012	20742	20852	21061	22203
21771	21136	21234	20632	22193	20171	22030	20015	20743	20853	21075	22204
21773	21152	21236	20637	22306	20175	22031	20016	20745	20855	21076	22206
21774	21153	21237	20640	22307	20176	22032	20017	20746	20860	21077	22207
21778	21155	21239	20645	22308	20180	22033	20018	20747	20861	21090	22209
21780	21156	21244	20646	22309	20184	22042	20019	20748	20862	21108	22211
21783	21157	21251	20658	22315	20190	22043	20020	20751	20866	21113	22301
21787	21158	21252	20659	20041	20191	22044	20024	20755	20868	21114	22302
21788	21161	21286	20662	20105	20192	22046	20032	20759	20882	21122	22303
21791	21162	21723	20664	20107	20194	22066	20036	20762	20895	21140	22304
21793	21163	21765	20675	20109	20197	22067	20037	20763	20901	21144	22305
21798	21201	21776	20677	20117	20198	22101	20057	20764	20902	21146	22310
21013	21202	21784	20693	20120	20816	22102	20059	20769	20903	21219	22311
21030	21204	21794	20695	20121	20817	22124	20064	20770	20904	21222	22314
21031	21205	21797	20714	20124	20818	22151	20701	20771	20905		

Any conflicts with other area or bordering clubs will be mutually agreed upon through formal Amendment to the Charter Agreement