



IMBA Chapter Charter Agreement

Between the International Mountain Bicycling Association and the Dixie Mountain Bike Trails Association (DMBTA)

ARTICLE I: TERM OF AGREEMENT

This charter is made this 30th day of May, 2012 by and between the International Mountain Bicycling Association (herein after referred to as IMBA) and the Dixie Mountain Bike Trails Association, (herein after referred to as the Chapter). Modifications to the charter 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, the Chapter is a nonprofit corporation, or registered, in the State of Utah and organized exclusively for charitable, educational, and recreational purposes.

WHEREAS, IMBA and the Chapter 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. The Chapter shall have the right to utilize the name of IMBA in the name of the Chapter, to acknowledge affiliation with IMBA, and to receive certain benefits granted by IMBA. Benefits may include but are not limited to;

- a) Inclusion with IMBA's IRS Group Exemption - 501(c)3 Charitable status
- b) Website hosting
- c) Joint programs and trails projects
- d) Joint fundraising campaigns
- e) Joint membership campaigns
- f) Joint communications
- g) Joint events and educational programs
- h) Joint sponsorship
- i) Pooled purchasing and/or equipment leasing (e.g., insurance, technology, trail building tools/equipment, training programs, staffing, etc.)
- j) Data base and data management
- k) Financial management
- l) Personnel management and services, e.g., payroll, benefits, employment tax filings, etc.
- m) Organizational development and guidance (e.g., governance, board and volunteer leadership development, staff development, etc.)

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.

3. Bylaws. Each Chapter shall adopt and maintain bylaws. 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 their existing bylaws, subject to the approval of IMBA. Such consent will not be unreasonably withheld. The Chapter shall submit any changes to the bylaws and all bylaw amendments to IMBA for review to ensure compliance with this paragraph prior to adopting the bylaws.

4. Geographic Scope. The Chapter agrees to operate within the general geographic scope of the southwest Utah area.

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 as the counties of Washington, Iron, Beaver, Garfield, and Kane.

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 area 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 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.). The Chapter will keep and account for all funds raised with the exception of dues and cooperative fundraising efforts that have been agreed upon in writing by both IMBA and the Chapter. This 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 – applicable only to new donors.
- c) Annual or special gift campaigns – e.g., IMBA's Trailbuilding, and Legal 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. Annual Report and Audit. The Chapter shall submit an Annual Report one week prior to IMBA's annual audit in order to present to the public a combined statement of financial activity. The chapter annual report should include:

- a) A roster of outgoing and newly elected Chapter Officers and Committee Chairs and;
- b) 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
- c) A roster of current members, the Chapter mailing list, and attendance lists for meetings and/or events; and
- d) 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

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. 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. Examples:

- a) "Dixie Mountain Bike Trails Association, an International Mountain Bicycling Association Chapter"; or
- b) "Dixie Mountain Bike Trails Association, an IMBA Chapter"; or
- c) "Dixie Mountain Bike Trails Association, a Chapter of the International Mountain Bicycling Association"; or
- d) "DMBTA, an IMBA Chapter"; or
- e) IMBA southwest Utah.

13. Charter Application fee. The Chapter agrees to submit to IMBA, along with this signed charter agreement, a one time chapter charter application fee of \$500 to help defray costs related to IRS group exemption application, website set-up, data base set-up and other related administrative start-up costs.

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. Financial Reporting. The chapter shall submit 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 by April 15th each year.

a) IMBA reserves the right to assume control of Chapter finances should the Chapter operate in such a way as to threaten IMBA's non-profit status or fail to submit required financial reports, including tax filings to Federal, State, or Local agencies.

b) IMBA will deduct the cost of financial management from Chapter membership revenues should IMBA be required to assume control of Chapter financial management operations

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. The actions of individual Board members should in no way reflect poorly on the chapter or IMBA. By pursuing a Board position in the Chapter, Board members are willing to be held to a higher standard. Decisions as to what constitutes "Illegal" or "Blatant" will be made by the Chapter Board, but IMBA will be the final arbitrator if the matter has risen to the level where it jeopardizes IMBA's reputation or efficacy.

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- or 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 and Officers shall not commit or advocate for actions outside of the law. Board members that commit an illegal act may be dismissed from the Board.

18. Chapter Employees and Contractors: The chapter shall consult with IMBA on any employment of staff or contracting of labor that the chapter wishes to undertake. IMBA reserves the right to deny or approve any employment of staff or contracting of labor that the chapter wishes to undertake. Staff shall be managed by IMBA as IMBA employees in collaboration with the chapter Board of Directors. IMBA shall perform all duties related to human resources, included but not limited to:

- a. payroll
- b. benefits
- c. hiring
- d. firing
- e. tax filing
- f. insurance

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.
- 2. Chapter vis-à-vis Affiliate** – an IMBA Chapter specifically refers to those local nonprofit organizations that share membership with IMBA. Affiliate is a broader designation and is inclusive of Chapters. Chapters do not pay annual affiliate dues to IMBA. A Chapter may chose to operate under IMBA's groups 501(c)3 exemption.
- 3. Officer** – A club officer is anyone who is authorized to conduct club 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 charter 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. IMBA is responsible for assuring that all chapter assets are used or distributed in accordance with IRS regulations. Upon termination, chapter assets will be managed under the following conditions:

- a. A chapter that is legally incorporated as a 501c3 non-profit in good standing at the time of termination shall retain all chapter assets.
- b. A chapter that is not legally incorporated as a 501c3 non-profit at the time of termination shall transfer all chapter assets to IMBA.



ARTICLE VI: 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:

DMBTA: Cimarron Chacon, President; Bonnie Strawser, Technology; Bonnie Strawser, Treasurer; Lucas Brinkerhoff, Secretary

IMBA – Mike Van Abel, Executive Director and Patrick Kell, Region Director

Written notice will be given upon any changes in key officials by either the Chapter or IMBA.

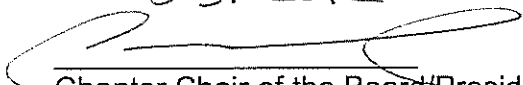
ARTICLE VII: AUTHORIZING SIGNATURES

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


Dixie Mountain Bike Trails Association,

By: Cimarron Chacon

Date: 5-31-2012


Chapter Chair of the Board/President

International Mountain Bicycling Association

By: 

Date: 6-5-2012

Mike Van Abel
IMBA Executive Director



**Addendum to Chapter Charter Agreement
Between the International Mountain Bicycling Association and the
Dixie Mountain Bike Trails Association (DMBTA)
May 30th, 2012**

1. As an addendum to Section 16, DMBTA are currently fundraising to cover insurance costs, and will purchase an insurance policy as soon as funds are available.
2. As an addendum to Section 18, IMBA and DMBTA both understand that should the opportunity arise for DMBTA to employ a staff person (an Executive Director, for example), then we shall establish the terms of that position at that time through a cooperative dialogue. This may include adopting none, some, or all of the existing language per Section 18.
3. This agreement does not limit DMBTA to using the IMBA Trail Solutions program for trail design and construction projects.