

International Mountain Bicycling Association Local Services Agreement

This International Mountain Bicycling Association Local Services Agreement (this “Agreement”), entered into on 11/20/2018 7:31:09 AM PST and intended to be effective as of January 1, 2018 (the “Effective Date”), is by and between International Mountain Bicycling Association, a Colorado nonprofit corporation, exempt from federal income tax according to Internal Revenue Code Section 501(c)(3) (“IMBA”), and Dixie Mountain Bike Association, a Utah nonprofit corporation, exempt from federal income tax according to Internal Revenue Code Section 501(c)(3) (“Club”).

BACKGROUND

WHEREAS, IMBA is engaged in a worldwide effort to create, enhance and preserve trail experiences for mountain bicycling through a network of individual members, and local affiliates;

WHEREAS, IMBA seeks to equip, empower and build the organizational capacity of other organizations that are involved in creating, enhancing and preserving trail experiences for mountain bicycling;

WHEREAS, increased organizational capacity of Club also enhances IMBA’s capacity to achieve IMBA’s mission;

WHEREAS, Club is organized exclusively for charitable, educational, and recreational purposes; and

WHEREAS, IMBA and Club wish to set forth their mutual understandings and agreements pertaining to the designation of the Club as an IMBA Affiliate, IMBA’s provision to Club of the services described in this Agreement, and the mutual rights and obligations of IMBA and Club to one another.

AGREEMENT

In consideration of the mutual undertakings and covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, IMBA and Club agree as follows:

Section 1: Services Provided by IMBA to Club

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

Level of Service

Selected: Co-branded Affiliate
Initials: _____
Date: 11/20/2018 7:31:09 AM PST

If Affiliate, choose service:

Golden Volunteer IMBA University
Initials: _____
Date: 11/20/2018 7:31:09 AM PST

Section 2: Compensation for Services

Club agrees to pay IMBA fifteen (15) dollars per Club Member per year if not part of a region and twelve (12) dollars per Club Member per year if part of a region, 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 Club by IMBA as outlined and agreed to by Club in Attachment A.

Club agrees to pay IMBA NO extra services at this time 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 3: Term of the Agreement

The term of this Agreement shall begin on the Effective Date and shall be an "evergreen" agreement with automatic renewal on each anniversary of the date of this Agreement unless one of the parties provides written notice of their intent to terminate this Agreement at any time on not less than 60 days' prior written notice to the other party.

Section 4: Warranties and Indemnification

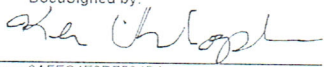
IMBA and Club are not and shall not be considered legal representatives, or agents of each other. At no time shall either party act or represent itself to be acting in any of these capacities. Neither IMBA nor Club shall have the right or power to bind or obligate the other party in any manner and shall 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 Club shall be liable for any act, error, omission, debt, or other liability or obligation of the other party. Club shall indemnify IMBA from any claim brought against IMBA for the activities of Club, 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 indemnify Club from any claim brought against Club for the activities of IMBA, 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. IMBA shall conduct a good faith effort of due diligence for any third-party error, which occurs and impacts a Club. IMBA will make a good-faith effort to assist the Club in being returned to its state prior to the third-party error. This in no way implies IMBA will provide financial assistance to the Club for such an error, as referenced in the paragraph above.

Club

Signature:

DocuSigned by:


Title:

DAFFC4F8D7534BA...
President

Date:

11/20/2018 7:31:09 AM PST

IMBA

Signature:

DocuSigned by:


Title:

D1B8042263A0435...
Vice President Programs

Date:

11/20/2018 8:11:07 AM PST

Section 5: Maintenance of Region Member Status

Club agrees to remain part of a "Region" in order to qualify for Region Level services and pricing from IMBA. For purposes of this Agreement, the term "Region" means a group of not less than three other clubs, groups or associations that obtain Region Level services from IMBA, and which have their representatives meet not less than once each calendar quarter to discuss collective regional issues, share information of mutual interest regarding regional issues, methods and means of creating, enhancing and preserving mountain biking trail experiences, coordination on advocacy, fundraising and other similar regional efforts, and such other matters as the members of the Region may agree to from time to time. Participation in a Region shall not require Club to spend any funds or take any other action, except as may be pre-approved in writing by Club. No changes to the foregoing requirements may be made by IMBA without the prior written consent of Club.

Section 6: Compliance with Banking and Legal Requirements

Each of IMBA and Club shall establish and maintain their own bank account(s) and shall have and maintain their own federal employer identification numbers.

Each of IMBA and Club agrees to comply with all Federal, State, and Local tax requirements and regulations.

Section 7: Membership Dues Processing

At any time during which IMBA collects membership fees or dues (however designated) from Club's members on behalf of Club, IMBA agrees to remit such amounts to Club on a monthly basis within ten (10) days after the end of each calendar month net of any fees payable by Club to IMBA under the terms of this Agreement by ACH transfer to an account designated by Club from time to time. IMBA agrees that Club's membership data is and shall remain the property of Club and IMBA hereby disclaims any right, title or interest in or to any such membership data of Club. IMBA agrees that it will not solicit Club's members for membership in IMBA and will not designate Club's members as members of IMBA by virtue of processing new memberships or renewals of Club's members or through any related interaction with Club's members. IMBA will utilize Club's member data to solicit support for fundraising campaigns, surveys and information gathering, and general contact. This is not an exhaustive list and IMBA reserves the right to add additional uses of Club member data. Any other use of personal data will be subject to Club's prior written approval, which approval will not be unreasonably withheld so long as IMBA will be using it for its charitable purposes.

Section 8: Interpretation and Intent

This "Agreement", means this Agreement executed by IMBA and Club, and includes the 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 Club. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by IMBA or Club 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 Club.

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 Club this Agreement will govern and control.

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 or Club solely by virtue of IMBA, IMBA's representatives or Club or Club's representatives having drafted all or any portion of this Agreement.

IMBA and Club have executed and delivered this Agreement as of the Effective Date.

Club:

Dixie Mountain Bike Association

IMBA:

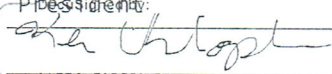
International Mountain Bicycling Association

P.O. Box 20280

Boulder, CO 80308

Name: Kevin Christopherson

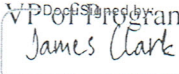
Title: President

Signed: 

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Name: James Clark

Title: VP of Programming

Signed: 

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Attachment A

IMBA Local Services

Standard Services	Chapter	Affiliate Co-Branded	Affiliate White Label	Supporting Org	Region
Membership Processing	\$15/member/ yr	\$15/member/ yr	\$15/member /yr		\$12 Per Member
Membership Acquisition/Retention	✓	✓			
Membership Drives	✓	✓			
Co-Branding w/IMBA	✓	✓			
Premium Membership Fulfilment	✓				
Education Services	\$250	Optional	Optional	Optional	\$150/club/y r
Golden Volunteer Tracking App	\$200	Optional	Optional	Optional	\$150/club/y r
501(c)(3)	✓				
Additional Services					
Phone Consultation for professional services	✓	✓	limited	limited	
Dig-In	✓	✓	limited	limited	
IMBA Marketplace	✓	✓			
CycleLife HQ	✓				
Education Services	Standard Svc	\$350	\$500	\$500	
Golden Volunteer Tracking App	Standard Svc	\$250	\$300	\$500	
Custom Apparel/Gear discounts (Primal, Showers Pass)	✓				

MTB Project	✓	✓			
Retail Program support	✓	✓			
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	

Attachment B

Additional 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

Club shall obtain and constantly maintain enrollment in appropriate insurance coverage for all activities, as may be reasonably determined by Club's Board of Directors or Executive Director.

- a) Club shall obtain and maintain commercial general liability coverage for Club's events.
- b) If Club has paid staff or manage more than \$50,000 in revenue per year, Club shall obtain Director's and Officer's coverage.
- c) Club shall properly insure (as may be reasonably determined by Club's Board of Directors or Executive Director) 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

Club shall have the right, but not the obligation, to use the IMBA logo, the name "International Mountain Bicycling Association" as part of Club's internal or external communications and identification materials, including, but not limited to, Club's website. Club's use of the IMBA logo, the name "International Mountain Bicycling Association", and the IMBA acronym must always include the name of Club, so as not to confuse communications from IMBA with those of Club. If Club uses the IMBA logo, the name "International Mountain Bicycling Association" as described above, Club shall do so in accordance with IMBA's Graphic Standards attached hereto as Attachment D.

Section 4: Failure to Pay for Professional Services

IMBA reserves the right to suspend payment of membership dues to Club, if Club fails to compensate IMBA for Professional Services (as defined in Attachment C to this Agreement) provided to Club by IMBA, as required by this Agreement, in accordance with the following procedure:

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

under no circumstances withhold any portion of such membership payment than the amount Club actually owes IMBA for such Professional Services. This clause applies to all Professional Services delivered to Club after the mutual execution and delivery of this Agreement.

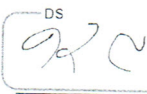
Section 5: Group Exemption Requirements

At any time that Club utilizes IMBA’s Group 501(c)(3) exemption, Club agrees to file a 990-N form and abide by all IRS regulations, and to comply with all State tax regulations. Club also agrees that IMBA shall receive a 15% administrative fee for administering any grants on behalf of the Club.

A Club that fails to file its 990-N has 120 days to cure the mistake and become compliant with IRS regulations. If Club does not make a good-faith effort to return to good standing with the IRS, then IMBA may begin Termination procedures outlined in Section 6 of Attachment B. If Club is unable to show a return to compliance after 120 days, IMBA will continue to track and hold monies owed to Club by IMBA until such time that Club returns to compliance. If IMBA is holding any funds of the Club at any time that the Club ceases to exist as a legal entity for any reason, IMBA shall have the right to retain such funds of the Club and use such funds for IMBA’s charitable purposes.

Utilizing IMBA’s 501c3 exemption:

Yes x No

Initials: 

Date: 11/20/2018 7:31:09 AM PST

Section 6: Termination for Cause or Convenience

If either party becomes insolvent, or if either party violates or fails to perform any term, covenant or provision of this Agreement, then the non-defaulting party may, as its sole remedy, terminate this Agreement, in writing, provided that the defaulting party shall be given (1) not less than ten (10) calendar days written notice of the non-defaulting party’s intent to terminate, and (2) an opportunity for consultation with the non-defaulting party prior to termination, and the non-defaulting party shall not have the right to terminate this Agreement if any such violation or failure is cured by the defaulting party within such ten (10) calendar day period. In determining the amount of final payment to be made to Club upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work.

This Agreement may be terminated in writing by either party for either party’s convenience on not less than ten (10) calendar days written notice of intent to terminate and the non-terminating party shall have an opportunity for consultation with the terminating party prior to termination.

Upon the termination of this Agreement for any reason, (A) Club shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to IMBA all Works and such other information, materials or documents as may have been accumulated by Club in performing this Agreement, whether completed or in process, and (B) Club shall (1) have thirty (30) days after such termination to notify IMBA of any fees, dues or other monies owed to Club, net of any amounts owed by Club to IMBA under the terms of this Agreement, IMBA will reimburse Club the net amount of any such fees, dues or other monies owed to Club with IMBA's quarterly revenue disbursements, and IMBA will return to Club any current data regarding each member of Club then in possession or control of IMBA. IMBA will reimburse Club of any fees with its quarterly revenue disbursements.

Section 7: Notice

Any notice required to be sent under this Agreement shall be in writing and sent by internationally recognized overnight courier, certified mail, electronic mail or hand delivery and shall be directed to the persons and addresses specified below (or such other persons and/or addresses as any party may indicate by giving notice to the other party):

To Club:
2650 E Clear Point Dr
Washington, Uta

Title: President
Email: kevin@dmbta.org

To IMBA:

P.O. Box 20280
Boulder, CO 80308
Attention: James Clark, VP of Programming
Email: james.clark@imba.com

Section 8: [Reserved]

Section 9: Waiver

No delay or inaction in pursuing the rights or remedies of any party set forth in this Agreement, or available by law, shall not operate as a waiver of any of such party's rights or remedies.

Section 10: Attorney's Fees

Each of Club and IMBA shall be liable to the other for reasonable attorneys' fees incurred by such party in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of the other party, or from the other party's failure to fulfill any provisions or responsibility provided herein.

Section 11: Authority to Bind

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

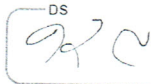
Section 12: Severability

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 a "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 non-performance 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. Under no circumstances shall any Force Majeure Event excuse the prompt payment of any monies by either party under this Agreement to the other party.

Initials:



Date:

11/20/2018 7:31:09 AM PST

Attachment C

Description of 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. The services described in this paragraph are referred to as "Professional Services."

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 and is designed to introduce new riders to the great work Local organizations are doing in their communities and to help grow the Local organization's 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.