

## IMBA Chapter Charter Agreement

Between the International Mountain Bicycling Association and the

Clinton River Area Mountain Bike Association (CRAMBA).

(Full chapter name and acronym)

### ARTICLE I: TERM OF AGREEMENT

This charter is made this 1<sup>st</sup> day of July, 2017 by and between the International Mountain Bicycling Association (herein after referred to as "IMBA") and the Clinton River Area Mountain Bike Association Chapter, (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 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 through a network of individual members, Chapters; and

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

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

**WHEREAS**, the Chapter is a nonprofit corporation, or registered, in the State of [CHAPTER STATE] 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 and the mutual rights and responsibilities created upon the Chapter's adoption of and integration into IMBA 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. Organizational development and guidance (e.g. governance, board and volunteer leadership development, staff development, etc.)
- iv. 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)
- v. Inclusion as an IRS subordinate under IMBA's Group Exemption – 501(c) 3 tax-exempt charitable status (if such status is not currently held by the chapter)

B. Additionally, IMBA may provide the following benefits and services to the Chapter in either an as needed, or as available basis:

- i. Joint communications
- ii. Joint events and educational programs
- iii. Joint development or fundraising programs
- iv. Pooled purchasing and/or equipment leasing (e.g., insurance, technology, trail building tools/equipment, training programs, etc.)
- v. Financial management
- vi. Personnel management services (e.g., payroll, benefits, employment tax filings, performance management, 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. IMBA must approve the chapter bylaws. Such consent will not be unreasonably withheld. The Chapter shall submit any changes to the Chapter 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 outlined at the Chapter's integration into IMBA's Chapter Program, signified by signing of this Chapter charter.

### **5. Territory**

The Chapter's territory shall be determined by mutual agreement between IMBA, the Chapter, and the Chapter's adjacent Chapters, those chapters whose territory borders are adjacent to the new Chapter. The prospective Chapter's Chapter Integration Committee and the designated IMBA representative shall work together to determine the Chapter territory. The Chapter territory is a consolidated geographic area used to identify contacts for joint membership. The Chapter territory will be defined by a zip code list.

### **6. Membership**

All Chapter membership, as defined by the Chapter territory, will be shared with IMBA. Chapter members will become members of IMBA when they join the Chapter. All current IMBA members in the Chapter territory will become Chapter members upon execution of the Chapter's integration into IMBA, signified by signing of this Chapter Charter and submission of a current contact list from the Chapter to IMBA.

### **7. Dues**

The Chapter shall set and impose annual dues on its members in accordance with IMBA's membership fee structure, which is currently \$39 for an individual membership and \$50 for a family membership, and \$20 for a student membership. The Chapter will retain 50% of annual member dues and 50% will be retained by IMBA. This revenue share applies to individual and family memberships only and is in effect regardless of membership level. The chapter

will be given no less than 30 days notice and opportunity to comment via email, before any changes are made by IMBA to the membership fee structure.

## **8. Fundraising**

IMBA and the Chapter are free to engage in separate fundraising activities. IMBA and the Chapter may also elect to pursue mutually beneficial fundraising campaigns, grants, events or other activities, sharing non-membership revenue, and associated campaign expenses, if mutually agreed in writing. Any joint fundraising will be subject to the standard membership dues revenue share percentage (described in section 7), unless mutually agreed otherwise in writing prior to the initiation of fundraising activities.

## **9. Member Reports and Shared-Revenue Payments**

The Chapter and IMBA shall submit the following reports and payments:

A. Quarterly revenue-share checks will be mailed to the Chapter's business mailing address approximately 45 days following the end of each accounting quarter. Upon request, an itemized list of will be provided to chapters.

B. If the Chapter manually collects memberships (e.g. at an event), those memberships should be sent to IMBA in a single batched report with full payment to IMBA of the full portion of the membership fee (100%) as outlined in Section 7(100%) within 30 days. The membership report shall include all relevant member data, including member's name and address. The revenue-sharing amount will be allocated to the quarter in which the funds and accompanying report are received by IMBA and will be included in that quarter's revenue-sharing check to the Chapter. Delayed or incomplete reporting may cause delays in data entry, revenue allocation and revenue-sharing payment.

## **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's 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, the Chapter must always use a name and logo that integrates IMBA's name and logo. Examples include:

A. "[CHAPTER NAME], an International Mountain Bicycling

Association Chapter”; or

B. “[CHAPTER NAME], an IMBA Chapter”; or

C. “[CHAPTER NAME], a Chapter of the International Mountain Bicycling Association”; or

D. IMBA [CHAPTER GEOGRAPHIC SCOPE].

### **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 \$750 to help defray costs related to IRS group exemption application, website set-up, data base set-up and other related administrative start-up costs (see article V section 2 for exceptions). This fee is not applicable to current chapters.

### **14. Compliance with Federal, State, and Local Tax Regulations**

The Chapter agrees to comply with all federal, state, and local tax requirements and regulations, including incorporation with their state. This includes, but is not limited to, fundraising activities, such as raffles, or silent auctions.

### **15. Financial, operational, and tax reporting and obligations.**

A. The Chapter is required to comply with any and all federal, state and local laws and must submit financial and/or organizational reports and filings including, but not limited to, tax filings to those agencies, as required by the laws under which the Chapter operates. This includes, but is not limited to, the filing of the applicable annual IRS Form 990 Tax Return. The Chapter must provide to IMBA by August 1 of each year, while under this agreement, proof of their 990 filing for the most recent fiscal year by filing the proof in their chapter account in the database.

B. The Chapter shall have and maintain all organizational, programmatic, and financial records necessary to comply with federal and state requirements. In accordance with those requirements, the Chapter must make its records available for review by IMBA.

C. If the Chapter is dissolved while under this agreement, any and all assets, including funds remaining after payment of any Chapter obligations, will be transferred to IMBA.

D. The Chapter authorizes IMBA, in its discretion, to communicate directly with the IRS with respect to any and all group exemption, or other tax issues pertaining to the Chapter.

E. The Chapter shall:  
Maintain accurate records of chapter address, email, and directors in the

CRM database;  
Maintain current board and officer memberships;

#### **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.
- 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.

A. Board members and Officers must have loyalty to the membership of the organization and be current members. Conflict of interest due to loyalties to staff, other organizations, or groups, and any self-interest is to be avoided.

B. Board members must avoid conflict of interest with respect to their fiduciary responsibilities.

i. Members will annually disclose their involvements with organizations, or with vendors, staff, affiliates, and/or any other associations that might be reasonably seen as representing a conflict of interest.

ii. 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.

iii. 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.

iv. 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.

C. Individual board members may not attempt to exercise authority over the organization, or any of its parts or staff.

D. Board members will respect the confidentiality appropriate to issues of a sensitive nature.

E. Board members will be properly prepared for Board deliberation.

F. 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.

G. Board members who miss three consecutive board meetings may be dismissed from the Board.

H. 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 Chapter's 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's bylaws and mission statement and shall constitute ground for immediate removal from the Board pursuant to the procedures set forth in the Chapter's bylaws.

## **ARTICLE IV: DEFINITIONS**

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

### **1. Chapter**

A Chapter specifically refers to those local nonprofit mountain biking organizations that desire to have members in common with IMBA and share membership revenue. Chapters may also be included in IMBA's 501(c)3 IRS group tax exemption.

### **2. Officer**

A Chapter Officer is anyone who is authorized to conduct Chapter business. This includes but is not limited to board members, committee members, crew leaders, or anyone assigned to direct and manage chapter resources. A more narrow definition of Officer would be the chapter's "corporate officers" who are the legally required officers that typically serve as President, Vice-president,

Secretary and Treasurer.

## **ARTICLE V: TERMINATION**

1. Either party may terminate this charter by providing the other with written 30 day notice. 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 the Chapter's rules change such that the Chapter is no longer operating consistent with IRS "charitable" purposes, IMBA will give the Chapter written notice of the Chapter's non-compliance and 30 days from the notice date to either remedy the inconsistency of its bylaws/rules, or terminate this agreement. Notice of non-compliance will be sent by certified mail.
3. Failure to comply with federal or state 501(c)3 rules and regulations, and/or requirements as set forth in this Charter may result in forfeiture of revenue share, termination of this Chapter Charter Agreement and removal of the Chapter from IMBA's 501(c)3 group exemption, if applicable.
4. Failure to comply with any of the stipulations in this Charter and any amendments may result in forfeiture of revenue share for non-compliant quarters, up and to dismissal from the Chapter program.

## **ARTICLE VI: Entire Agreement**

This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral.

## **ARTICLE VII: ADDENDA**

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 Chapter Charter, or to add additional Articles. Such addendums must include a separate Authorizing Signatures for representatives with signing authority for IMBA and the Chapter.



### ARTICLE VIII: KEY OFFICIALS AND LIAISONS

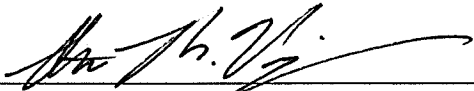
The personnel listed below are identified as key staff and are considered essential to the work being performed under this Charter:

The Chapter – Steven R. Vigneau, Chairperson  
(Primary Chapter Contact)

IMBA – Dave Wiens, President and Executive Director

### ARTICLE VII: AUTHORIZING SIGNATURES

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

By:  Date: July 1, 2017  
Chapter Chair/President and Chair of the Board

  
By: \_\_\_\_\_ Date: June 1, 2017  
IMBA President and Executive Director