



Tahoe Rim Trail Association

Memorandum of Understanding with PARTNER

This Memorandum of Understanding (hereafter referred to as the “Agreement”) is made and entered into on DATE, by and between the Tahoe Rim Trail Association (hereafter referred to as the “TRTA”), and PARTNER (hereafter referred to as the “Partner”). Together, the TRTA and the Partner are the “Parties.”

BACKGROUND:

The TRTA will work with the Partner to provide one to two four-day TRTA Youth Backcountry Camp (YBCC) Program: DATE (hereafter referred to as the “Program”), for 8 to 12 youth between ages 12 to 17 years (hereafter individually referred to as the “Participant” and collectively as the “Participants”). Program Participants will experience the joys and challenges of living in the wilderness and traveling in the backcountry. Participants will learn about the environment, gain new skillsets, and work as a team to achieve Program goals. The TRTA will manage all Program logistics including curriculum, route, risk management, and backpacking gear. The Partner will recruit, register, and arrange transportation for Participants and one to two adult chaperones (hereafter referred to as the “Instructors”) to the meeting location.

SCOPE OF SERVICES:

1. TRTA SCOPE OF SERVICES: The TRTA agrees to:

- i. Provide two lead guides for the Program;
- ii. Direct and provide all logistics for the Program;
- iii. Host a two-day training for Instructors;
- iv. Provide Participants and Instructors with all required backcountry gear and meals during the Program.

2. PARTNER SCOPE OF SERVICES: The Partner agrees to:

- i. Provide one to two adult chaperone to serve as Instructors for the Program.
 - a) Instructors must have the following:
 - i) Documentation at the Partner office of clearance to work with vulnerable populations through a completed FBI criminal background check;
 - ii) Certification in a minimum of basic first aid and CPR;
 - iii) Worker’s compensation insurance provided by the Partner or written volunteer agreements with the Partner in the event Instructors are volunteers.
 - b) Instructors will attend the Program’s Instructor Training from DATE to DATE. New Program Instructors must complete both days of this training. Returning Program Instructors are only required to complete the first day.
 - c) Instructors will abide by the policies and procedures defined in the YBCC Instructor Manual, current COVID-19 protocols based on best practices at the time of your Program, and any other rules, policies, and procedures as communicated by the TRTA.
- ii. Handle all participant recruitment to ensure a Program attendance of a minimum of 8 and a maximum of 12 youth Participants. Return all participant registration forms to the TRTA by May 31. If the minimum requirement is not met, the TRTA will fill the remaining spots.
 - a) Partner will ensure that participants:
 - i) Are between the ages of 12 and 17 years old;
 - ii) Of compatible maturity level;
 - iii) Possess appropriate mental and physical capability for the Program;
 - iv) Have all required registration forms completed properly by their legal guardian;
 - v) Abide by the policies and procedures defined in the YBCC Handbook, current COVID-19 protocols based on best practices at the time of your Program, and any other rules, policies, and procedures as communicated by the TRTA.
- iii. Arrange for transportation to ensure all Participants arrive at the meeting location on DATE no later than TIME and are picked up from the meeting location on DATE at TIME.



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3. **AGREEMENT TERM:** Partner shall provide services to the TRTA pursuant to this Agreement for a term beginning on DATE and ending on DATE, the "Agreement Term".

OTHER PROVISIONS:

4. **CONFIDENTIALITY:** The Partner acknowledges that their staff may have access to the TRTA's confidential and proprietary information. Such confidential information may include, without limitation: i) business and financial information, ii) business methods and practices, iii) technologies and technological strategies, iv) marketing strategies, and v) other such information that the TRTA may designate as confidential (hereafter referred to as "Confidential Information"). The Partner additionally agrees to not disclose Confidential Information to any other person, unless required by law, or use Confidential Information for personal gain at any time during or after the Agreement Term, unless the TRTA grants expressed, written consent of such a disclosure. The Partner additionally agrees to protect and prevent disclosure of Confidential Information. Confidential Information will not include information that is in the public domain, unless such information falls into public domain through the Partner's unauthorized actions.
5. **MARKETING:** The TRTA reserves the right to review and request changes to marketing material and public information that is distributed by the Partner and related to the Program.
6. **OTHER RULES AND POLICIES:** The Partner agrees to abide by the policies and procedures defined in the YBCC Instructor Manual, current COVID-19 protocols based on best practices at the time of your Program, and any other rules, policies, and procedures as communicated by the TRTA.
7. **TERMINATION:** This Agreement may be terminated for any of the following reasons:
- a) **By the TRTA**
 - i. If the Partner fails to perform their duties or materially breaches any obligation in the Agreement, and the failure or breach is not corrected within 10 days of receiving written notice from the TRTA; or
 - ii. If the Partner is unable to provide the services in this Agreement due to illness, death, or disability.
 - b) **By the Partner**
 - i. If the TRTA materially breaches any obligation in the Agreement, and such breach is not corrected within 10 days of receiving written notice from the Partner; or
 - ii. If the TRTA files for bankruptcy.
8. **RETURN OF PROPERTY:** Upon termination of services, the Partner agrees to promptly return to the TRTA all drawings, documents, and other tangible manifestations of Confidential Information and all copies and reproductions thereof. In addition, the Partner will return any other property belonging to the TRTA, including but without limitation to: building keys, computers, office supplies, money, and documents.
9. **COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS:** The Parties shall be responsible for compliance with all applicable federal, state, and local laws, regulations, and ordinances. Nothing in this Agreement shall be construed to authorize the TRTA or the Partner to perform any act in contravention of any and all federal, state, and local laws, regulations, and ordinances.
10. **RELATIONSHIP OF THE PARTIES:** The relationship between Parties is that of an independent business entity. The Partner understands that his/her staff/volunteers are not employees of the TRTA and are not entitled to benefits or rights the TRTA provides to its employees. The TRTA has no obligation to provide workers compensation, FICA, FUTA, or income tax withholding.



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11. **PROGRAM FEES:** The Program is provided at no cost to the Participant. The Partner may not charge the Participant any fees for the Program or accept any payments from the Participant for the Program.
12. **MISCELLANEOUS PROVISIONS:** I agree that TRTA may utilize photographs or videos of YBCC Instructors providing services and participating in the Activity for any purpose, and that any such image is the property of TRTA.
13. **I HEREBY AGREE NOT TO SUE** the TRTA, its volunteers, employees, agents, representatives, directors or officers, insurance companies, affiliated companies and subsidiaries, or any of their respective successors in interest (each hereinafter a "Released Party") for any property damage (including but not limited to equipment damage), injury or loss to YBCC Instructors, including death, which YBCC Instructors may suffer, arising in whole or in part out of YBCC Instructor's services and participation in the Activity. By signing this Agreement Not to Sue, I am releasing any right to make a claim or file a lawsuit against any Released Party.
14. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and supersedes any prior agreement or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and executed with signing by the Parties.
15. **SEVERABILITY:** If any term, provision, agreement, or condition of this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.
16. **NOTICE:** Any required notice, shall be in writing and hand-delivered or mailed, certified with return-receipt requested and postage prepaid, or delivered by overnight delivery service, to the TRTA office and Partner office, as follows:

TRTA:
Morgan Steel, Executive Director
Tahoe Rim Trail Association
PO Box 3267
Stateline, NV 89449
(775) 298-4485
morgans@tahoerimtrail.org

Partner:

Either party may change such addresses from time to time by providing notice as set forth above.



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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first written above.

TRTA:

Tahoe Rim Trail Association

Signature

Date

Print Full Name

TRTA Staff Title

PARTNER:

PARTNER NAME

Signature

Date

Print Full Name

Partner Staff Title