



Trail Structure Sponsorship Program

Program Outline: The Board of Directors of the St. Margaret's Bay Area Rails to Trails Association (SMBARTA), hereafter referred to as the "Board", are pleased to offer a Bench Sponsorship Program to its members. The sponsorship program is designed to provide the association's members the opportunity to sponsor a bench along the trail route so as to increase the usability, functionality, and overall enjoyment of the trail. Sponsorship will be acknowledged with a recognition plaque placed on the bench engraved with; your name, family names, name of a friend, in remembrance of a loved one, or the name of your local community group or association. \$40.00 of the initial sponsorship fee goes towards the "Nova Scotia Metre Sales Program". SMBARTA will submit the fee and details on your behalf to the NS Trails and a recognition plaque will be permanently placed on the trail head "Metre Program" notification board.

Program Purpose: The purpose of the sponsorship program is to generate additional working funds enabling the "Board" to provide on going trail maintenance and modifications as deemed necessary in the effort to provide continued safety and overall aesthetics of the trail, while also providing the opportunity to its members to demonstrate pride of ownership and / or as a means of investing in a small memorial.

Program Terms & Conditions:

1. Sponsorship is open to any member in good standing of the St. Margaret's Bay Area Rails to Trails Association.
2. The sponsorship term shall be for a period of 5 years. At the end of the term an application for renewal and renewal fee will be required.
3. The term starts from the date of installation. Installations will be carried out based on "weather permitting" and the ground frost free.
4. Sponsorships will be subject to an annual maintenance and association membership fee as set out in the Sponsorship Fee Schedule (a portion of the annual maintenance fee covers the annual SMBARTA membership dues).
5. Annual maintenance fees can be prepaid for the complete term(s) and would be entitled to a 15% discount and 5 year trail family membership. Discount applies to only the maintenance fee portion.
6. Annual maintenance fees will be due on the anniversary of the bench installation date. Invoices will be sent out 30 days prior to anniversary date each year.
7. Annual maintenance fees that are 90 days delinquent after date of invoice are, at the "Boards" discretion, subject to sponsorship plaque removal (on structure only, not NS Metre Sales Program plaque). Following 150 days after date of invoice, the "Board", at its discretion, can deem said structure open for alternate sponsorship.
8. Renewal fees would only be required for years six (6) and eleven (11) after which time sponsorship would only be subject to annual maintenance fees.
9. The "Board", at their expense, shall be responsible to maintain and repair the structures as deemed necessary by the "Board" for the duration of any existing term that is in good standing.
10. All structures remain the property of the SMBARTA and will be managed by the "Board".
11. The "Board" has the right to select what it deems the best structure design and source, and reserves the right to change the design and source of the structures if it is felt to be in the best interest of the association, trail users and that of the sponsors as a whole.

12. No alterations or modifications can be made to the structures without written approval by the “Board”.
13. All plaque contents must be approved by the “Board” and will be limited in size.
14. All sponsorship applications must be approved by the “Board” and the “Board” does reserve the right to reject any application. The “Board” will explain why an application was declined and, if at all possible, offer a remedy.
15. The “Board” reserves the right to change, modify, delete or add to the programs Terms and Conditions as it deems necessary and will advise existing sponsors of any changes.
16. The “Board” reserves the right to change the Fee and Maintenance Schedule as it deems necessary. Sponsorships currently in place at the time of any fee and maintenance changes will take effect at time of the next renewal or sooner if in the best interest of the sponsor.
17. Any existing sponsor in good standing may opt out of this agreement at any time upon written notice to the “Board” and will not be responsible for any future maintenance fees remaining on the balance of the term. The sponsorship agreement would then cease at the end of the current maintenance fee period or term, whichever ever is sooner.
18. The “Board” has the right to end the sponsorship program should; the “Board” be dissolved, operation and maintenance of the trail is returned to the NS Department of Natural Resources, or in the event that the “Board” deems the program to be a money losing program. In the event of the latter, the “Board” will be responsible to honour the terms and conditions of the program for the balance of the existing term with no option of renewal.

Sponsorship Fee and Annual Maintenance Fee Schedule

Item	Initial Fee Yr 1	Annual Maintenance Fee Yr 2,3,4 & 5 / 7,8,9 & 10 / 12 ...	Renewal Fee Yr 6 / Yr 11
5 – 8 Foot Bench *	\$375.00 **	\$50.00 ***	\$150.00

- * Length is determined by space available at selected location.
- ** Fee includes \$40.00 Nova Scotia Meter Sales Program.
- *** Fee includes annual membership fee in the St. Margaret’s Bay Area Rails to Trails Association

I, the under signed, have read and agree to the Terms and Conditions, and the Sponsorship Fee and Annual Maintenance Fee Schedule as set out above and hereby wish to participate in the Bench Sponsorship Program. I hereby sponsor the bench to be located:

Sponsor Signature

Date

St. Margaret’s Bay Area Rails to Trails
Association Representative

Date

Date Installed _____

Sponsors Name: _____

Phone #: _____

Mailing Address: _____

FOR AGREEMENTS WITH THOSE WHO DO NOT WANT TO PAY THE ANNUAL MAINTENANCE FEES

Delete and initial Clauses 4, 5, 6 7 and 9 and have the following additional clause signed

The sponsor and the “Board” agree that there will be no annual maintenance fee for this bench. The Sponsor acknowledges that, should there be any damage or maintenance required, any costs associated with this effort will be the sole responsibility of the Sponsor.

Sponsor Signature

Date

St. Margaret’s Bay Area Rails to Trails
Association Representative

Date

Note re payment:

If sponsor would like a tax receipt, cheque is to be made out to Nova Scotia Trails. SMBARTA will send the money to NS trails who will forward the tax receipt, and then refund monies to SMBARTA.