

Memorandum of Understanding between Carolina Mountain Land Conservancy and Carolina Mountain Club pertaining to trail building

Parties

The parties involved in this Memorandum of Understanding (MOU) are Carolina Mountain Land Conservancy (CMLC) and Carolina Mountain Club (CMC).

Responsibilities

CMLC

CMLC will be responsible for obtaining all the legal rights needed to construct trails on any property where they ask for CMC's assistance with trail building. These rights must include the right of ingress and egress to and on the trail corridor, the cutting and use of trees within a pre-defined trail corridor required to construct the trail, the use of rocks and other natural materials within a pre-defined trail corridor to be used in trail construction, and the disturbance of all types of plants, shrubs, and trees within a pre-defined trail corridor that may be required for building the trail. This includes, but is not limited to, wildflowers, native species, and includes protected species, unless specifically identified and marked as not to be disturbed. This corridor is defined as the width of land on each side of the denoted trail centerline made available by a private landowner, CMLC, or other landowning entity for permission to impact natural resources for trail construction. CMLC will make the location and width of this corridor known to CMC prior to groundbreaking on trail projects. CMC use of natural resources outside of the pre-defined corridor may be undertaken only after permission is received from CMLC, who will obtain clearance from the landowner.

CMLC will identify and mark the proposed trail corridor to insure that it is in compliance with the legal requirements above. CMC trail crew leaders will review this proposed trail corridor and may make suggested changes to improve trail construction and/or the finished trail, however, CMLC is responsible for ensuring that these changes do not cause the completed trail to violate any legal constraints.

CMLC will have a representative present on all trail workdays to ensure that all its requirements that have been laid out for the trail construction are followed. If a CMLC representative is not present on any workday, it does not relieve CMLC of the responsibilities indicated above, and does not in any way, obligate CMC for these responsibilities, even if they choose to work on the trail that day.

CMLC does not accept any responsibility or liability for the health and safety of anyone working on a CMC trail crew, and may require a signed waiver indicating such from any person working with the crew.

CMLC shall not be responsible for any loss or damage occurring to trail building tools or equipment used by CMC crews to construct the trail, unless such loss or damage is caused by the willful neglect of a CMLC employee or representative.

CMLC will provide all necessary consumable materials, such as rebar stakes, drill bits, etc. required for building its trails.

CMLC accepts full responsibility for maintaining trails built by CMC. They may request assistance from CMC in performing maintenance work on these trails and CMC trail crews, or individual members may choose to provide this assistance, but CMC and its trail crews will have no obligation to perform this work.

CMLC will communicate openly and promptly with CMC should problems or grievances exist that may lead to the cessation of partnership on existing or future trail construction projects, and discuss

solutions to rectify such issues at large. CMLC will assume best intentions of CMC should conflict occur, and will evaluate and respond objectively and constructively in an attempt to remedy any problems.

CMLC will appropriately credit CMC for its involvement and contributions of work and expertise to trails completed in partnership, when the opportunity exists. This credit may include but is not limited to (and if applicable) trailhead signage, print and online publications/promotional materials, or formal spoken word. Should credit be perceived as insufficient or erroneous, the discrepancy will be brought to the attention of CMLC and a solution to rectify the error will be agreed upon and executed promptly.

CMLC retains the right to utilize additional volunteers not otherwise associated with CMC to construct and modify trails that CMC trail crews are currently constructing, have previously built, or may further construct in the future.

CMC

CMC trail crews or other CMC volunteers working on the construction of CMLC trails are responsible for building a safe and sustainable trail according to standards mutually agreed upon by CMC and CMLC, and when applicable, the private landowner.

CMC shall not be held responsible or liable for any injury or claim for damage arising from a trail they built for CMLC, because the CMLC representative will have the final say as to the safety and suitability of construction of the completed trail and all its features, such as steps or bridges. If there is a dispute between CMLC and the CMC trail crew as to the safety and stability of the trail, CMC may choose to make changes to the trail as requested by CMLC or withdraw from further construction on the trail. If CMC chooses to withdraw, it will be the responsibility of CMLC to find other means of making the changes they believe are needed before opening the trail for public use.

CMC trail builders are responsible for building the trail on the corridor agreed to by CMLC and not deviating from the corridor without prior review and approval by the CMLC representative, however, CMC will be held blameless if the trail is constructed on the corridor, and in the manner, agreed to and this construction results in a conflict or legal issue with the land owner.

CMC accepts no ownership stake in or maintenance obligation of any trails they construct for CMLC.

CMC expects that all trails constructed for CMLC will possess and retain public access.

CMC is responsible for the safety of its trail crew volunteers, and the supervision of them to ensure its work is performed in a safe manner, with the understanding that CMC agrees that the work conditions do not place CMC member in any danger. CMC trail crew leaders will provide training, supervision, and discipline required to accomplish the work. CMLC has the right to require that a crew member, or a whole crew, be removed from the job if they feel that work being performed in an unsafe manner, or are violating agreed on conditions that could expose CMLC to legal issues.

CMC, and its trail crews and other volunteers, do not expect to receive compensation for construction or maintenance performed on trails for CMLC.

CMC agrees to work with CMLC to construct trails in such places and at such times are agreeable to both parties. CMC shall not be obligated to work any set schedule or be held responsible for any set completion date for trails it agrees to work on.

CMC will construct trails for CMLC on a volunteer basis under the condition that their primary use is for hiking only.

