Asheville Butterfly Trail Station Host
Memorandum of Agreement

Bee City USA – Asheville's (BCU-AVL) Asheville Butterfly Trail (Trail) program seeks to educate both residents and visitors about the life cycles of many butterflies that are native to our area, the relationship between plants and pollinators, and the role of butterflies in the food web and pollinating our native plants. BCU-AVL is grateful to the public and private property owners who have chosen to host a Station on the Trail. This Memorandum of Agreement seeks to list the expectations of BCU-AVL and each Host to make participating in the Trail experience a pleasant one for all concerned.

BCU-AVL agrees to:

1. Identify a mutually agreeable location for the Trail Station, with parking and the path to parking accessible to wheelchair users.

2. Create, install, and maintain a set of human-scale butterfly wings for educational and photo opportunities accompanied by interpretive signage that explains the butterfly's life cycle and includes a QR code that links back to the Trail website. The wings and sign will have graffiti protection coating (allowing graffiti removal with a soft cloth and denatured alcohol).

3. Create and maintain a mobile-friendly Trail website with dynamic links to the Host (and their Station's corporate or foundation sponsor, if applicable) to promote and provide information about the Trail.

4. Create and maintain downloadable Trail maps, rack cards ("passports"), and butterfly coloring books. (Coming soon) Maps and coloring books will include logos linked to the Host (and their Station's corporate or foundation sponsor, if applicable).

5. Print a Trail rack card, and keep it supplied in various locations. (Coming soon)

6. Create and maintain Trail Instagram account with links to the Trail website.

7. Retain and maintain commercial general liability insurance to cover destructive, negligent acts.

8. Retain the right to terminate this agreement and remove and relocate the wings, sign, and website references upon sixty (60) days' notice.

The Asheville Butterfly Trail Station Host agrees to:

1. Host their Trail Station for a minimum of five years from the date of installation with the potential of renewing.

2. Identify a mutually agreeable location for the Trail Station, with parking and the path to parking accessible to wheelchair users; and allow BCU-AVL to install the wings and sign as described in Bullet 2 above.

3. Check the Trail Station at least weekly to notify BCU-AVL of any wing or sign maintenance, repair, or replacement needs, maintain the butterfly's larval host and nectar plants near the Trail Station, and keep the area free of litter and its landscaping maintained.

4. Contribute a one-time Trail Station installation fee of $10,000 to BCU-AVL prior to installation, and an annual stewardship fee of $1,000 thereafter for five years starting one year from the date of installation. (Payment options are negotiable.) In the event the Host is unable to contribute this installation fee and/or the annual stewardship fee, the Host may A) seek a sponsorship approved by BCU-AVL, or B) allow BCU-AVL to raise these funds through individual donations, grants or corporate sponsorships. Both Hosts and corporate/foundation sponsors will be recognized as noted above in bullets 3 and 4 of BCU-AVL's agreements.

5. Ensure that the Host's liability insurance covers the Trail Station and provide a Certificate of Insurance naming Bee City USA-Asheville as an additional insured party.

6. Hold BCU-AVL harmless for any personal injury or property damage occurring at or caused by the Trail Station.

7. Comply with the applicable provisions of the Americans with Disabilities Act (ADA) at the Trail Station and its rules and regulations. In short, there is an accessible parking space that connects to an accessible path (at least 36 inches wide, and 60 inches wide where passing room is needed) that leads to the accessible butterfly wings. Hold BCU-AVL harmless from all claims arising out of or connected with the failure of the Host to comply with applicable provisions of the ADA or its rules and regulations.

8. Retain the right to terminate this agreement and allow BCU-AVL to remove and relocate the wings, sign, and website references upon sixty (60) days' notice to BCU-AVL.

Bee City USA – Asheville, info@beecityasheville.org

Name & Title

Signature & Date

Phone

Asheville Butterfly Trail Station Host

Company/Organization

Street Address, City, State, Zip

Name & Title

Signature & Date

Phone & Email

Website