

VOLUNTEER AGREEMENT

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This Volunteer Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[ORGANIZATION LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. nonprofit corporation] with its principal place of business at [ORGANIZATION ADDRESS] (the "**Organization**"); and

[VOLUNTEER FULL NAME], an individual residing at [VOLUNTEER ADDRESS] (the "**Volunteer**").

The Organization and the Volunteer are each a "**Party**" and together the "**Parties**."

Recitals. The Organization carries out a charitable, educational, or community mission described as [DESCRIBE MISSION] and relies on volunteers to support that mission. The Volunteer wishes to donate time and effort to the Organization without expectation of compensation, and the Organization wishes to accept that service, on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

1. Volunteer Role and Term

1.1 Role. The Volunteer will serve in the role of [ROLE TITLE] and perform the activities described in **Exhibit A** or as otherwise assigned and agreed (the "**Volunteer Services**"). The Volunteer will perform the Volunteer Services in good faith and to the best of the Volunteer's ability.

1.2 No employment. The Volunteer serves voluntarily and is not an employee, agent, independent contractor, or partner of the Organization. This Agreement does not create an employment relationship, and the Volunteer is not entitled to wages, benefits, workers' compensation (except as the Organization elects or law requires), or other employee protections, except as applicable law provides.

1.3 No compensation. The Volunteer serves without compensation. The Organization may, at its discretion, reimburse pre-approved, documented out-of-pocket expenses under Section 4.

1.4 Term. This Agreement begins on the Effective Date and continues until ended under Section 8. Either Party may end the volunteer relationship at any time as provided in Section 8.

2. Schedule and Supervision

2.1 Schedule. The Volunteer's expected schedule is [DESCRIBE, e.g. 4 hours per week on Saturdays], subject to change by mutual agreement. The Volunteer is not obligated to perform any minimum hours, and the Organization is not obligated to provide any minimum opportunities.

2.2 Supervision. The Volunteer will report to [SUPERVISOR NAME / TITLE] and will follow the reasonable directions of the Organization's staff and the Organization's policies and procedures.

2.3 Check-in. The Volunteer will sign in and out or otherwise record time as the Organization requires, and will notify the Organization in advance if unable to attend a scheduled shift.

3. Volunteer Obligations and Conduct

3.1 Compliance. The Volunteer will comply with the Organization's policies, including its code of conduct, safety procedures, anti-harassment policy, and any policy on contact with vulnerable persons.

3.2 Standard of conduct. The Volunteer will act professionally, treat staff, other volunteers, clients, and the public with respect, and refrain from conduct that could harm the Organization's reputation or mission.

3.3 Screening. The Volunteer consents to any background check, reference check, or screening the Organization reasonably requires for the role, subject to applicable law and the Volunteer's separate written authorization where required.

3.4 Prohibited conduct. The Volunteer will not (a) misrepresent authority to act for the Organization; (b) solicit donations or make commitments on the Organization's behalf without authorization; (c) use the Organization's resources for personal gain; or (d) engage in unlawful conduct while volunteering.

4. Expenses

4.1 Reimbursement. The Organization will reimburse the Volunteer for reasonable, pre-approved, documented out-of-pocket expenses incurred in performing the Volunteer Services, in accordance with the Organization's reimbursement policy.

4.2 No expectation. Reimbursement of expenses does not convert the volunteer relationship into employment and does not constitute compensation.

5. Confidentiality

5.1 Confidential Information. "Confidential Information" means non-public information the Volunteer learns through the Volunteer Services, including donor information, client and beneficiary information, personnel matters, financial information, and the Organization's plans and operations.

5.2 Obligations. The Volunteer will keep Confidential Information confidential, use it only to perform the Volunteer Services, and not disclose it except as the Organization authorizes or as required by law. This obligation continues after the volunteer relationship ends.

5.3 Privacy of beneficiaries. The Volunteer will protect the privacy and dignity of the Organization's clients and beneficiaries and will follow any heightened confidentiality rules that apply to health, minors, or other protected information.

6. Intellectual Property and Media

6.1 Work product. To the extent the Volunteer creates original written, visual, or other materials specifically for the Organization in the course of the Volunteer Services, the Volunteer assigns to the Organization all right, title, and interest in those materials, to the extent permitted by applicable law, and will sign documents reasonably needed to confirm that assignment.

6.2 Volunteer's likeness. The Organization may photograph or record the Volunteer during activities for the Organization's records and promotion. The Volunteer **[grants / does not grant]** the Organization permission to use the Volunteer's name, image, and likeness for these purposes, which the Volunteer may withdraw for future use by written notice.

7. Assumption of Risk, Release, and Liability

7.1 Assumption of risk. The Volunteer understands that the Volunteer Services may involve risk, including physical activity, travel, or contact with the public, and the Volunteer voluntarily assumes those risks to the fullest extent permitted by applicable law.

7.2 Release. To the fullest extent permitted by applicable law, the Volunteer releases the Organization and its directors, officers, employees, and other volunteers from liability for claims arising from the Volunteer's participation, except claims caused by gross negligence or willful misconduct. Releases are enforced differently across jurisdictions and apply only as local law allows.

7.3 Volunteer protection. Many jurisdictions provide statutory immunity to volunteers of nonprofit organizations who act in good faith within the scope of their duties. Nothing in this Agreement waives or limits any protection the Volunteer has under applicable volunteer-protection law.

7.4 Personal property. The Organization is not responsible for loss of or damage to the Volunteer's personal property, except as required by applicable law.

8. Term and Termination

8.1 At-will service. Either Party may end the volunteer relationship at any time, with or without cause, on notice to the other.

8.2 Removal for cause. The Organization may immediately suspend or remove the Volunteer for violating a policy, endangering others, or conduct detrimental to the Organization.

8.3 Effect of ending. On ending, the Volunteer will return Organization property, including keys, equipment, badges, and materials, and will not represent that the Volunteer continues to act for the Organization. Sections 5, 6, 7, and 9 survive.

9. General Provisions

9.1 Governing law and venue. This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the jurisdiction of the courts located in [COUNTY, STATE].

9.2 Independent relationship. Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship between the Parties.

9.3 Notices. Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

9.4 Assignment. The Volunteer's role is personal and may not be assigned. The Organization may assign this Agreement to a successor that continues its mission.

9.5 Entire agreement; amendment. This Agreement, with any exhibits and the Organization's policies, is the entire agreement between the Parties on its subject. It may be amended only by a writing signed by both Parties, except that the Organization may update its policies with reasonable notice.

9.6 Severability and waiver. If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

9.7 Counterparts and electronic signature. This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

THE ORGANIZATION**THE VOLUNTEER**

Signature: _____

Signature: _____

Printed name: **[NAME]**Printed name: **[NAME]**Title: **[TITLE]**

Title: N/A

Date: _____

Date: _____

If the Volunteer is under the age of majority, a parent or legal guardian must also sign.

PARENT / GUARDIAN (if applicable)

Signature: _____

Printed name: **[NAME]**

Date: _____

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