

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 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 charitable, civic, educational, or community activities and accepts the donated time and effort of volunteers. The Volunteer wishes to donate services to the Organization without expectation of wages or other compensation, and the Organization wishes to accept those services on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

1. Volunteer Role and Scope

1.1 Volunteer position. The Volunteer will serve in the role of [VOLUNTEER ROLE/TITLE] and will perform the activities described in [Exhibit A / the position description / the following]: [DESCRIBE VOLUNTEER DUTIES] (the "**Volunteer Services**").

1.2 Donated service. The Volunteer acknowledges that the Volunteer Services are offered freely and voluntarily, with no promise, expectation, or entitlement to wages, salary, benefits, or other compensation of any kind, except for the limited reimbursements expressly stated in Section 4.

1.3 No employment relationship. This Agreement does not create an employment relationship. The Volunteer is not an employee, agent, independent contractor, or partner of the Organization, and is not entitled to any employee benefits, workers' compensation coverage (except as required by applicable law or as the Organization elects to provide), unemployment insurance, or similar protections, except where local law treats volunteers otherwise.

1.4 Supervision and direction. The Volunteer will perform the Volunteer Services under the general direction of [SUPERVISOR NAME / DEPARTMENT] and will follow the reasonable instructions, schedules, and assignments given by the Organization.

2. Term, Scheduling, and Commitment

2.1 Term. This Agreement begins on the Effective Date and continues until terminated under Section 8, or until [END DATE / COMPLETION OF THE PROGRAM], whichever occurs first.

2.2 Schedule. The Volunteer is expected to be available approximately [NUMBER] hours per [week / month], on the days and times agreed with the Organization. The Volunteer will give reasonable advance notice if the Volunteer cannot attend a scheduled shift or activity.

2.3 No guarantee of hours. The Organization does not guarantee any minimum number of volunteer hours, shifts, or activities, and may adjust or cancel assignments at its discretion.

3. Conduct, Policies, and Standards

3.1 Compliance with policies. The Volunteer will comply with the Organization's policies, codes of conduct, safety rules, and applicable laws while performing the Volunteer Services, including any policies governing harassment, discrimination, substance use, and child or vulnerable-adult safety.

3.2 Professional conduct. The Volunteer will act honestly, courteously, and respectfully toward the Organization's staff, other volunteers, clients, beneficiaries, and the public, and will not engage in conduct that could harm the Organization's reputation or mission.

3.3 Background screening. If the Volunteer Services involve contact with children, vulnerable adults, money, or sensitive information, the Volunteer agrees to complete any background check, screening, or training the Organization reasonably requires, and the Organization may decline or end the volunteer relationship based on the results, consistent with applicable law.

3.4 Use of property. The Volunteer will use the Organization's facilities, equipment, vehicles, and materials only as authorized and for the Volunteer Services, and will return all such property on request or on termination.

4. Expenses

4.1 Reimbursement. The Volunteer serves without compensation. The Organization will, however, reimburse the Volunteer for reasonable, pre-approved, documented out-of-pocket expenses directly incurred in performing the Volunteer Services, such as **[mileage, supplies, parking]**, in accordance with the Organization's reimbursement procedures.

4.2 No other payments. Except for reimbursements under Section 4.1, the Volunteer will receive no payment, stipend, or thing of value, and any nominal recognition (such as meals or appreciation gifts) is provided at the Organization's discretion and is not compensation.

5. Confidentiality

5.1 Confidential Information. "**Confidential Information**" means non-public information the Volunteer learns through the Volunteer Services, including donor and client records, personal information, financial data, business plans, and any information a reasonable person would understand to be confidential.

5.2 Obligations. The Volunteer will keep Confidential Information in confidence, use it only to perform the Volunteer Services, and not disclose it to anyone outside the Organization without authorization, both during and after the volunteer relationship.

5.3 Privacy of beneficiaries. The Volunteer will treat the personal and sensitive information of the Organization's clients and beneficiaries with particular care and in accordance with the Organization's privacy policies and applicable law.

6. Intellectual Property and Media

6.1 Work product. Any materials, content, or work product the Volunteer creates for the Organization as part of the Volunteer Services are donated to the Organization, and to the extent permitted by law the Volunteer assigns to the Organization all rights in such work product created within the scope of the Volunteer Services.

6.2 Likeness release. The Volunteer [grants / does not grant] the Organization permission to photograph, film, and record the Volunteer during Organization activities and to use the Volunteer's name, image, and likeness in the Organization's promotional, educational, and fundraising materials, without further compensation. The Volunteer may revoke this permission in writing for future use.

7. Assumption of Risk, Waiver, and Indemnity

7.1 Assumption of risk. The Volunteer understands that the Volunteer Services may involve risks, including physical activity, travel, and contact with the public, and voluntarily assumes the ordinary risks associated with the Volunteer Services.

7.2 Release. To the fullest extent permitted by applicable law, the Volunteer releases the Organization and its directors, officers, employees, and agents from liability for ordinary negligence resulting in injury, loss, or damage arising from the Volunteer Services, except for harm caused by the Organization's gross negligence or willful misconduct. The enforceability of liability waivers varies by jurisdiction; this provision is to be applied only as local law allows.

7.3 Indemnification. The Volunteer will indemnify the Organization against claims arising from the Volunteer's gross negligence, willful misconduct, or violation of law or this Agreement. The Organization will, to the extent permitted by law and its policies, indemnify and provide insurance coverage for the Volunteer for acts performed in good faith within the scope of the Volunteer Services.

7.4 Insurance. The Volunteer is encouraged to maintain personal health and automobile insurance. The Organization [does / does not] provide volunteer accident or liability coverage as described in [POLICY/PLAN NAME].

8. Termination

8.1 At-will relationship. Either Party may end the volunteer relationship at any time, with or without cause and with or without notice. The Organization may remove the Volunteer from any assignment at its discretion.

8.2 Return of property. On termination, the Volunteer will promptly return all Organization property, materials, and Confidential Information in the Volunteer's possession.

8.3 Survival. Sections 5, 6, 7, and 9 survive termination of this Agreement.

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 state and federal courts located in [COUNTY, STATE].

9.2 Entire agreement; amendment. This Agreement is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

9.3 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.

9.4 Assignment. The Volunteer may not assign this Agreement. The Organization may assign it to a successor.

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

9.6 **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.

ORGANIZATION	VOLUNTEER
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE]	Title: N/A
Date: _____	Date: _____

[IF THE VOLUNTEER IS A MINOR — PARENT/GUARDIAN CONSENT]

PARENT / LEGAL GUARDIAN
Signature: _____
Printed name: [NAME]
Relationship to Volunteer: [RELATIONSHIP]
Date: _____

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