



## **The Volunteer Center Nonprofit Membership Partnership Agreement**

### **Purpose of Agreement**

The Volunteer Center develops partnerships with nonprofit organizations that need volunteer support to address a variety of needs in the community. Our program is of no cost to volunteers. This agreement describes the types of organizations The Volunteer Center (TVC) partners with and outlines general expectations between TVC and our Partner Agencies.

### **Volunteer Center partner agencies (or their fiscal sponsor) must meet the following criteria:**

- Must be an organization that has nonprofit 501(c)3 status or is a public entity (eligible if organization has a fiscal sponsor with either status) serving community needs that are broader than the interests of its membership. Proof of 501(c)3 status to be attached to online application.
- Have nondiscrimination policies in place in accordance with state and federal law regarding clients served and volunteers accepted.

TVC **requires** that all Partner Agencies have liability insurance to cover volunteers while performing service. If you are a community organization applying for partnership through a nonprofit/public entity fiscal sponsor, we require that the sponsors' liability insurance covers your organization and volunteers.

**By completing applications indicates that your organization has liability insurance covering volunteers.** This is needed for all Membership Tiers.

### **Other Partner Policies:**

1. Membership runs on a rolling basis and billed annually.
2. You have 10 business days after the final month of your membership to renew.
3. TVC works hard to ensure high-quality, meaningful volunteer opportunities. However, we cannot guarantee that we will provide a given number of volunteers per project.
4. Organization may not release contact information of volunteers recruited through The Volunteer Center or add volunteers to mailing list without prior written consent of the volunteer.
5. Organization must only use the volunteer contact information for communication directly regarding legitimate volunteer business.

### **Release of Liability and Indemnification Agreement for Partner Agencies**

1. The Partner Agency has overall responsibility for managing the volunteer project(s) it has agreed to coordinate.
2. The Partner Agency, affiliates, successors and assigns agree that The Volunteer Center is not responsible for the acts of the volunteers that it provides or refers for projects with the Partner Agency.
3. Partner Agency acknowledges and agrees that TVCs act of referring or providing volunteers to Partner Agency for volunteer activities in no way constitutes a representation, warranty or endorsement with respect to the safety or suitability of Partner Agency's premises or property, transportation, staff or employees, or the community service activities carried out by Partner Agency.

4. In consideration for the volunteer services provided by TVC, the Partner Agency hereby agrees to release, discharge, defend, indemnify and hold harmless The Volunteer Center and, in their capacities as such, its trustees, officers, directors, staff members, employees and agents from and against any damage, claim, loss, liability or expense incurred in connection with or arising out of any accident or injury to a person or property which may occur during such community service for TVC has referred or provided volunteers to Partner Agency. This agreement to release, discharge, defend, indemnify and hold harmless The Volunteer Center shall also apply to any damage, claim, loss, liability or expense incurred as a result of accidents or injuries arising out of a volunteer's intentional, negligent or reckless conduct.

5. The Partner Agency agrees to provide a safe work environment for volunteers and provide general liability insurance (required), motor vehicle insurance, and worker's compensation coverage, as appropriate. Further, any commercial general liability insurance carried by a Partner Agency will be considered primary for any applicable occurrence under the Policy. Any applicable insurance carried by United Way shall be considered excess coverage under the policy.

6. The Partner Agency hereby acknowledges and agrees that The Volunteer Center does not provide any motor vehicle, health, medical, workers compensation or disability insurance coverage for any volunteers participating in volunteer activities coordinated by the Partner Agency.

7. Wherever in this document the term volunteer is used, the term shall refer to volunteers who are referred to or whose names have been provided to Partner Agency by The Volunteer Center.

8. Wherever in this document the term The Volunteer Center is used, the term shall include all of its trustees, officers, faculty, staff members, employees and agents.

9. Partner Agency agrees that any dispute, claim, lawsuit, or other action arising from this Release of Liability and Indemnification Agreement shall be determined by the laws of the State of North Carolina, without regard to the conflicts of law provisions contained therein.

10. If any provision of this Release is held to be invalid or unenforceable, the balance hereof shall continue in full force and effect.

11. The person signing this Release and Indemnification Agreement on behalf of the Partner Agency represents that s/he is authorized to do so; has read this entire Release and understands its terms; that his or her agreement to the provisions hereof is wholly voluntary; and that prior to signing this Release of Liability and Indemnification Agreement, he or she had the right and opportunity to consult with any attorney, counselor, or advisor.

12. This Partner Agency Agreement may be terminated by either party without cause at any time upon notice to the other party. The terms of this agreement are at all times subject to amendment by written agreement.

13. This agreement will be reviewed annually, or at any other time as determined by The Volunteer Center staff.

**By clicking on the application page, I am acknowledging that I have read and agree to abide by the above conditions during all collaborative volunteer projects.**

**Agency covered by this agreement: The Volunteer Center (TVC)**