



3030 North Rocky Point Dr.,
 Suite 150, Tampa, FL 33607
 Phone: (813) 853 – 5927
 Fax: (813) 945 – 2700

VOLUNTEER AGREEMENT

Name: _____

Address: _____

Phone:(Home) _____ (Cell) _____

Date of Birth*: _____

**Attach proof of age if volunteer is under the age of 18*

In case of emergency, please
 contact: _____

Name

Relationship

Phone Number

Volunteer agrees to donate services to charity in the capacity of _____ [Title].

Said services shall include, but not limited to, the following:

(See attached sheet of additional notes, if necessary)

It is mutually and expressly understood that volunteer services shall be donated, and that said volunteer is not entitled to nor expects any present or future salary, wages, or other benefits for these voluntary services; and that the organization or volunteer may terminate this agreement at any time without prior notice.

Safety and Conduct: Volunteer will comply with MASSÉ’s volunteer policies, safety rules, conduct expectations, and other directions. Volunteer understands that MASSÉ does not tolerate

bullying, harassment, threatening behavior, or violence of any kind.

Volunteer is Not an Employee: Volunteer understands that he/she is not an employee of MASSÉ and will not be paid for participation as a volunteer or be eligible for participation in MASSÉ's benefit plans. Volunteer understands that MASSÉ may terminate volunteer status at any time, for any or no reason.

Liability: Volunteer further understands that if volunteer is responsible for injuries to third parties or damages to their property while acting outside the scope of assigned volunteer duties, said volunteer may be held personally liable for any monetary damages a court may award to the injured party. It is further understood and agreed to by volunteer that the services rendered to MASSÉ shall apply only in the case of liability arising out of the ordinary negligence that occurs during the scope of the volunteer's services agreed to herein; and that in no way do any of these provisions apply for the benefit of volunteer, his/her heirs, executors or administrators in any action arising out of gross negligence, willful misconduct, or any other conduct on the part of said volunteer, which cause or give rise to criminal liability. Volunteer further agrees that volunteer will fully cooperate with the charity and its agents in any investigation, lawsuit, arbitration, or any other legal or quasilegal proceedings that arise from the matters covered by this agreement. Volunteer further agrees to notify the organization immediately of any incident that occurs or may occur within the knowledge of the volunteer, which gives rise to liability on the part of the volunteer of MASSÉ.

Ownership Of Proprietary Information: Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code, as well as any other documents and drawings, prepared or in the course of preparation by the volunteer while engaged in the performance of those services set forth in the "Description of Volunteer Duties" statement shall be the exclusive property of MASSÉ and all such materials shall be remitted to MASSÉ by the volunteer upon completion, termination, or cancellation of service. A volunteer shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of the volunteer's service under this agreement, without prior written consent of MASSÉ.

Confidentiality: Volunteer shall keep all information confidential, in whatever form, produced, prepared, observed, or received by the volunteer to the extent that such information is confidential by law.

Assignment of Work Product: Volunteer grants full rights to MASSÉ in any reports, brochures, website content, photos, images, videos, or other materials or works created in the course of volunteer activities, and any intellectual property rights in or derivatives of such materials.

Use by MASSÉ of Volunteer's Name and Image: Volunteer consents to use by MASSÉ of his/her image, voice, name, and story, and of images of any works he/she may create as a volunteer, in MASSÉ's digital and print promotional, fundraising, educational, and other communications; and Masse shall own all Copyrights for such information. MASSÉ may use volunteer's image, etc. as outlined above, without obtaining volunteer's approval or paying volunteer for such use. Volunteer waives any legal claims related to such use, including claims relating to copyright or rights of publicity or privacy.

General Provisions: This Agreement will run in favor of each of MASSÉ and its directors, employees, and other volunteers, and will bind Volunteer heirs, next of kin, and legal representatives. If any provision of this Agreement is found to be unenforceable, the other terms will remain effective.

Applicable to All Volunteer Work: Volunteer understands that this Agreement applies throughout the duration of volunteer's participation as a MASSÉ volunteer.

Additional Notes:

TO BE COMPLETED BY THE SUPERVISOR

Department where the volunteer will work: _____

Supervisor responsible for volunteer's work: _____

Name and Title

Supervisor's Phone #: _____ Email _____

Work will begin on: _____ and end on: _____

Supervisor's Signature: _____ Date: _____