

Community Engagement Agreement

_____ (“Client”) is a nonprofit organization that [describe mission and core activities].

In line with its mission, Client engages businesses and their employees with volunteer activities at [schools] and other locations. The company named below (“Company”) wishes to participate in such an event (“Event”), on the basis set out in this Community Engagement Agreement (“Agreement”).

Company information	Name of Company
Event information	<p>Date(s), Time(s), and Location</p> <p>Date and time:</p> <p>Site: Address:</p> <p>The organization hosting the Event is referred to as the “Site.”</p> <hr/> <p>Nature of Activity</p> <p>Minors present at Event: <input type="checkbox"/> yes <input type="checkbox"/> no</p> <hr/> <p>Event Coordination</p> <p>Client will plan and lead the Event, including coordinating with Site.</p> <hr/> <p>Company Participants</p> <p>The maximum number of Company participants for the Event is ____.</p> <p>Company employees and others participating in the Event at Company's invitation, are referred to as “Participants.”</p> <p>Company will be responsible for selecting Participants and ensuring their suitability for the Event. If requested by Client, Company will provide to Client the names of all Company participants for background checking purposes no later than _____, ____.</p> <p>If requested by Client, Company will obtain from each Participant and deliver to Client, before the Event, liability waivers in a form approved by Client.</p> <hr/> <p>Transportation to and from Event</p> <p>Company will be responsible for Participant transit to and from the Event.</p> <hr/> <p>Equipment</p> <p>Client will provide equipment for Event activities [and a first aid kit].</p>

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	<p>Refreshments</p> <p>[Client] will provide water and [non-alcoholic] beverages for Participants.</p>
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Fees and payment	<p>Company will pay Client a total of \$__.</p> <p>Company will pay \$__ (50% of the total) at the time it signs this agreement (“deposit”). Company will pay the balance on the day of the Event.</p> <p>Except as provided in this Agreement, Company will not be entitled to any fee refunds, including with respect to individuals who do not participate in the Event because of illness, business need, or other reason.</p>
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Expense reimbursement	
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Insurance	<p>Company</p> <hr/> <p>Client</p>
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Contact information	Company Contact Person	Client Contact Person
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This Agreement, which consists of this form (called “Plan”) and the attached terms and conditions, creates a legal contract. By signing below, Company and Client each confirm that it understands and agrees to the terms of this Agreement.

[insert legal name of Client]

[insert legal name of Company]

Signature

Signature

Name

Name

Title

Title

Date

Date

Terms and Conditions

1. Generally

1.1 Responsibilities

Client and Company will each carry out its responsibilities as described in the Plan.

1.2 Cooperation

Client encourages Company to share with Client its goals and expectations for the Event. Company will cooperate with Client in connection with the Event including, without limitation, responding to messages and providing Client with information on a timely basis.

1.3 Changes in Event

Client may, in its reasonable discretion, adjust Event activities in view of weather, conditions at the Site, or similar factors.

1.4 Rescheduling

If Site withdraws from the Event, or if Client believes that conditions are unsafe or execution of the Event is otherwise inadvisable, Client will promptly notify Company. Client and Company will seek another location, reschedule the Event, cancel the Event as provided in Section 5, or take such other actions as they agree are appropriate.

2. Participants

2.1 Background Checks

Company understands, and is responsible for so advising Participants, that Client may do background checks on them, and may decline to permit an individual to participate in the Event.

2.2 Attendance

Company will not allow employees or others not identified to Client as Participants as provided in the Plan, or individuals Client identifies to Company (based on background checks or lack of receipt of waiver) as non-attendees, to attend, participate, or otherwise be present at the Event.

2.3 Post-Event Communications

Company understands that Client may contact Participants directly after the Event for feedback, volunteer recruitment, fundraising, or other purposes. Client will give Participants the ability to opt-out of any such communications.

3. Event Management

3.1 Instructions and Policies

Company will comply with Client's activity directions, safety instructions, and other directions for Event activities.

3.2 Harassment and Discrimination

Company and Client agree that no student, Site employee, Client staff member, or Participant will be subjected to any form of harassment, discrimination, retaliation, or abusive conduct during the Event.

Company and Client are committed to that principle in how they carry out the Event.

3.3 Company Responsibility for Participants

Company will be responsible for the behavior and activities of all Participants including, without limitation, compliance with Section 3.2. Client may terminate the Event if Client believes the conduct of any Participant is unsafe, non-compliant with this Agreement, or otherwise inappropriate for the context.

3.4 Materials

In connection with the Event, Client may provide Company with training materials, assessment tools, reference documents, and other materials (collectively, "Materials"). Client may make Materials available in various ways, including, without limitation, through providing hard copies, enabling Company to download Materials from Client websites, and providing Company with access to interactive websites. For clarity, Client owns and retains all copyright and all other rights in the Materials and any other proprietary know-how or methodologies used or shared by Client in carrying out the Event. Company may use, copy, and distribute the Materials solely in connection with internal activities, and may not disseminate the Materials externally without Client's prior written consent.]

4. Promotion

4.1 Event Photos and Videos

Unless otherwise provided in the Plan, (a) Company and Client may take photographs, make videos, or make recordings (collectively, "Recordings") of the Event and (b) Recordings created by Company, and any photos or videos created by Participants, may not depict [students], [school employees], or others at the Site beyond Participants and Client staff.

4.2 Use of Recordings and Logo by Company

After the Event, Company may, in its publications, internal intranet sites, postings in the workplace, and websites and social media vehicles, use Recordings and Client's logo and name for the sole purpose of acknowledging Company's volunteer activities and support of Client.

4.3 Use of Recordings and Logo by Client

After the Event, Client may, in its publications, internal intranet sites, postings in the workplace, and websites and social media vehicles, use Recordings and Company's logo and name for archival, educational, and promotional purposes, including acknowledging

Company's support of Client and identifying Company as a partner in external communications.

4.4 Understandings Regarding Recordings

Client and Company understand that neither is entitled to inspect or approve versions of the Recordings prior to their use by the other party, or to receive any payment for such use.

4.5 Stopping Public Use

Client and Company will promptly cease public use of the other's logo and Recordings upon request by the other party. Each party can make such request at any time and in its sole discretion.

4.6 Understandings Regarding Name and Logo

For clarity, Client's and Company's rights to use the other's name and logo are non-exclusive, non-transferable, non-sublicensable, and revocable. Each acknowledge that (a) it has no interest in the other's logo other than the license granted under this Agreement and (b) the other party will remain the sole owner of all rights in its logo. Client and Company will comply with reasonable trademark use guidelines that the other may provide.

5. Cancellation

5.1 Cancellation by Company

Company may cancel the Event and terminate this Agreement at any time. Such a cancellation will be effective upon delivery by Company to Client of an email or other written notice to that effect. If Company cancels 14 or more days before the Event, Client will refund the deposit to Company no later than 30 days after the effective date of cancellation. If Company cancels less than 14 days before the Event, Client may keep the deposit.

5.2 Cancellation by Client

Client may cancel the Event and terminate this Agreement at any time. If Client cancels, it will refund the deposit to Company no later than 30 days after the effective date of cancellation; however, if Client cancels because of Company's non-compliance with its pre-Event obligations under this Agreement, Client may retain the deposit.

6. Insurance, Liability, and Indemnification

6.1 Insurance

Company and Client will carry or obtain the insurance, if any, specified in the Plan. Each party will furnish evidence of such coverage upon reasonable request of the other party.

6.2 Liability for Participants

Company will be solely responsible for its Participants including, without limitation, any claims by or on behalf of Participants arising out of death or injury during the Event, any claims by third parties which

arise from conduct of Participants, or any loss of property by Participants at the Site.

6.3 Indemnification

In line with Section 6.2, Company will defend, indemnify, and hold Client and its directors, officers, and employees ("Client Parties") harmless against all liabilities and costs resulting from (a) claims by Participants relating to the Event; (b) third-party claims arising from actions of Participants or other Company staff at or in connection with the Event, including claims which arise from interactions between Participants and students or others at the Site; or (c) third-party claims arising from Company's activities under or breach of this Agreement. Company will have no obligation to indemnify any Client Party to the extent the liability is caused by such Client Party's gross negligence or willful misconduct.

6.4 Property Loss or Damage

Client will not be liable to Company for the loss or theft of, or damage to, any equipment, supplies, or other property of Company brought to the Site.

6.5 No Representations

Company acknowledges that Client is not making any representations or guarantees of any kind about the Event, including without limitation, any representations about the quality, condition, or suitability of the Site for the Event.

6.6 Force Majeure

Client will not be liable for failure to perform if nonperformance is caused by acts of God; destruction, damage, withdrawal, or other unavailability of the Site; protests, civic unrest, or terrorist activity; interruption of public utilities; labor disputes; power failures; or any other causes beyond Client's control.

7. Independence; General Provisions

7.1 Independence

The arrangements contemplated by this Agreement do not create a partnership, joint venture, fiduciary, or similar relationship for any purpose. Client is an independent contractor engaged by Company.

7.2 General Provisions

This Agreement represents the final and exclusive agreement between Client and Company relating to the same subject matter. This Agreement may be changed only as described in a writing signed by the parties. Each Client Party is an intended third-party beneficiary of this Agreement. If any provision in this Agreement is held unenforceable, the other provisions will remain enforceable, and the unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law. This Agreement will be governed by the law of the state where Site is located.