



Volunteer Services Agreement

This Volunteer Services Agreement (the “**Agreement**”) is entered into effective as of the ___ day of _____ 200_, by and between _____ (“**Volunteer**”) and Now I Lay Me Down to Sleep Foundation, a nonprofit corporation incorporated and headquartered in Colorado (“**NILMDTS**”).

WITNESSETH

WHEREAS, NILMDTS administers a network of volunteers who donate their time, services and/or materials in furtherance of the goals of NILMDTS (the “**Services**”); namely the provision of professional photography services to parents experiencing the death of an infant or to parents whose infant is close to death in order to assist them begin their healing journey (the “**Recipient(s)**”);

WHEREAS, NILMDTS operates a website (the “**Site**”) through which Recipient may locate information regarding the Services, including the listing of NILMDTS volunteers’ names and contact information;

WHEREAS, Volunteer desires to offer his or her Services free of charge to families in need on behalf of NILMDTS and to be included on the Site as a volunteer; and

WHEREAS, NILMDTS desires, in its sole discretion, to list Volunteer on the Site as a volunteer.

NOW THEREFORE, in consideration of the foregoing and of the mutual undertakings set forth below, the parties hereto agree as follows:

Section 1 Membership Fee. Volunteer agrees to pay NILMDTS an annual membership fee (the “**Membership Fee**”) by the due date set by NILMDTS. NILMDTS shall provide written notice of such Membership Fee due date to the Volunteer. The Membership Fee amount, currently \$25.00, may be changed from time to time, by NILMDTS in its sole discretion. Volunteer may request from NILMDTS a Membership Fee waiver which may be granted, in NILMDTS’ sole discretion, by written approval thereof.

Section 2 Scope of Service. Volunteer agrees to provide the Services as directed by and on behalf of NILMDTS. Volunteer professional photographers may provide their Service by conducting a private portrait session of Recipient’s child (specifically referred to herein as “**Photography Services**”). Photography Services shall include: traveling to the hospital or medical facility to provide Services to the Recipient; conducting a private portrait session of Recipient’s child; professionally retouching such portraits; presenting the portraits to Recipient

on an archival DVD or CD, which allows for the portraits to be printed; and providing Recipient with the final portraits on an archival DVD or CD within eight [8] weeks of taking such photographs.

Section 3 Donation of Time and Materials. It is mutually and expressly understood that Volunteer shall donate the Services and that Volunteer is not entitled to nor expects any present or future salary, wages, or other benefits for these Services from NILMDTS or the Recipient. Under no circumstance shall Volunteer bill or charge Recipient or NILMDTS for any Services, including but not limited to Photography Services, or related costs and expenses, including without limitation costs and expenses related to materials, processing, or any other costs associated with producing the portraits on an archival DVD or CD. Volunteer may request in writing from NILMDTS in January of each year a tax deductible receipt for materials and expenses he or she incurred for the Services provided.

Section 4 Covenants, Representations and Warranties. Volunteer covenants, represents and warrants that:

(a) Services shall be performed in a highly professional manner and in accordance with the terms and conditions of this Agreement;

(b) he or she understands and agrees to fully abide by the NILMDTS Code of Conduct (the “**Code of Conduct**”) posted on the Site, which Code of Conduct may be updated from time to time;

(c) the DVD or CD provided in accordance Photography Services, as well as any photographs, videos, film or other tangible items that may be provided in connection therewith, shall be reasonably free of defects; and

(d) Volunteer shall, in performing the Services, comply with all applicable federal, state and local laws.

Section 5 Ownership Rights. Volunteer agrees that Recipient shall have, at no charge to Recipient, all right and title to all photographs, film, data, video and all other work product acquired, gathered, produced or developed by Volunteer relating to or in connection with the Services (any and all of which are collectively referred to herein as the “**Work Product**”), including without limitation all intellectual property rights associated therewith. Volunteer shall receive no license or other rights from Recipient with respect to any of the Work Product, unless specifically granted by Recipient to Volunteer in writing. Volunteer shall keep a copy of the Work Product for at least 6months after providing it to the Recipients for the sole purpose of providing additional copies thereof to Recipients upon their request and as a back up in case the Work Product is lost or damaged during its delivery to Recipient.

Section 6 Site Listing.

(a) Within a reasonable time after execution of this Agreement and receipt by NILMDTS of any additional information required by NILMDTS of Volunteer, NILMDTS, in its sole discretion, will list the Volunteer on the Site.

(b) Volunteer acknowledges that NILMDTS has no control over who accesses the Site or who contacts Volunteer as a result of its listing on the Site. NILMDTS takes no responsibility for, nor does it make any representations, guaranties, endorsements or warranties with respect to, any Recipient who may contact or receive Services from Volunteer. NILMDTS does not screen and has no obligation to screen Recipients. Volunteer understands that it is the sole responsibility of Volunteer to screen Recipients, should Volunteer desire to do so, prior to providing any Services.

Section 7 Termination.

(a) This Agreement shall be effective as of the date first written above and shall continue and extend until terminated as set forth herein. Each party shall have the right to terminate this Agreement at any time without cause by giving thirty (30) days' prior written notice to the other party. NILMDTS shall further have the right to terminate this Agreement immediately at any time by written notice to Volunteer if NILMDTS deems in its sole discretion, through its Board of Directors, applicable committee or other authorized group or person(s), that Volunteer has not fully complied with the Code of Conduct or does not otherwise meet NILMDTS' standards of conduct.

(b) If Volunteer's Services includes Photography Services, Volunteer agrees upon the termination of this Agreement to immediately: notify NILMDTS in writing of any pending photography sessions which he or she agreed to provide Recipients, but has not yet performed, so that alternative arrangements can be made; and complete any and all pending DVD or CD orders, if applicable, in connection with photography sessions for Recipients which Volunteer already performed.

Section 8 Indemnity. To the fullest extent permitted by law, Volunteer shall and does hereby agree to indemnify, hold harmless and defend NILMDTS, its officers, directors, affiliates, employees, agents, contractors and/or representatives from and against any and all claims, losses, damages, expenses and all other liabilities arising out of or resulting in whole or in part from Volunteer's, or any of his or her agents', employees' or subcontractors' (collectively, "**Indemnitors**"), performance or failure to perform under this Agreement (collectively, the "**Liabilities**"). The foregoing indemnity shall include, but not be limited to, court costs, attorney's fees, cost of investigation, costs of defense, settlements, and judgments associated with any and all of the Liabilities.

Section 9 Limitation of Liability. In no event shall NILMDTS have any liability for any loss or damage, whether direct, consequential, indirect or incidental, suffered by Volunteer arising from or related to this Agreement, including without limitation, loss of profits, interest or revenue, or use or interruption of business. Volunteer agrees that any funds expended or expenses incurred for labor, equipment, materials or other items with regard to its provision of Services, including but not limited to Photography Services, to Recipients are the sole responsibility of Volunteer and in no event shall NILMDTS or any Recipient be liable for such expenses. Volunteer hereby waives any and all claims now and in the future that it may have against NILMDTS for liabilities, losses, actions, damages, judgments, costs or expenses of whatever nature, including attorneys' fees, incurred by reason of or arising out of any injury to any person(s), damage to property, loss of use of any property, violation of law, or otherwise in

connection with or related to this Agreement and the provision of Services, including but not limited to Photography Services, to Recipients.

Section 10 Parties Relationship. None of the provisions of this Agreement are intended to create any relationship between the parties other than that of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement. In addition, none of the provisions of this Agreement are intended to create any relationship between the Volunteer and any other NILMDTS volunteer. The terms of this Agreement do not authorize any NILMDTS volunteer or party hereto, including any of their respective officers, directors, employees, or agents, to bind any of the others or cause any of them to be deemed or construed to be the agent, employee or representative of any of the others. Neither Volunteer, nor any of his or her employees or agents, shall have any claim under this Agreement or otherwise against NILMDTS for benefits or compensation of any kind.

Section 11 Confidentiality.

(a) Volunteer shall treat all information, whether or not in writing, that is shared with him or her by NILMDTS and/or the Recipients, as well as either of their representatives and agents, in furtherance of, in connection with or relating to the Services and which is not otherwise available to the public, as confidential including, but not limited to: i) information about the Recipients and/or their infant; ii) information included on NILMDTS feedback forms; and iii) information discussed or documented as part of any NILMDTS incident report review or investigation (collectively referred to herein as “**Confidential Information**”). Volunteer may share Confidential Information to the extent necessary to comply with the requirements of judicial process or otherwise as required by law. No Confidential Information in any way relating to the Recipient and/or their infant shall be permitted without first obtaining the prior express written consent of the Recipients in addition to any other authorizations required by law.

(b) Volunteer agrees to provide immediate written notice to NILMDTS of the receipt or service of any subpoena or other legal process directed to Volunteer regarding any Services performed under this Agreement or in any way related to NILMDTS.

Section 12 Enforceability. If any one or more of the provisions contained in this Agreement is for any reason, held to be invalid, illegal or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality or unenforceability will not affect any other provision of this Agreement. This Agreement’s indemnification and confidentiality provisions shall survive termination of this Agreement.

Section 13 Counterparts; This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement may be executed and delivered by postal mail or electronic transmission, and a facsimile or emailed copy of this Agreement or of a signature of a party will be effective as an original.

Section 14 Notices All notices, requests, demands and other communications which are required or may be given under this Agreement will be in writing and will be deemed to have

been duly given when received if personally delivered; when transmitted if transmitted by confirmed facsimile, electronic or digital transmission method; the day after it is sent, if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., FedEx); and upon receipt, if sent by certified or registered mail, return receipt requested. In each case notice will be sent to the parties' respective address as provided herein, unless notification of another address is provided in accordance with this Section. The address for NILMDTS is as provided below and Volunteer's address is as provided in the Volunteer's signature block on the signature page hereto.

NILMDTS:

Now I Lay Me Down To Sleep Foundation
7800 S. Elati St. #111
Littleton, Colorado 80120
Phone: 720-283-3339
Facsimile: 720-283-8998
Email: headquarters@nilmdts.org
Attn: Headquarters Staff

Section 15 Governing Law. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Colorado without reference to its conflict of laws rules.

Section 16 Scope and Modification. This Agreement contains all of the terms and conditions agreed upon by the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties pertaining to the subject matter hereof. This Agreement cannot be modified or changed except by written instrument signed by all parties hereto. No waiver of any of the provisions of this Agreement will be deemed or will constitute a waiver of any other provision hereof, whether or not similar, nor will such waiver constitute a continuing waiver, unless otherwise expressly provided in writing by the party hereto granting such waiver.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed effective as of the date first written above.

NILMDTS

By: _____

Name: _____

Title: _____

VOLUNTEER

By: _____

Name: _____

Address: _____

Phone: _____

Facsimile: _____

Email: _____