

Volunteer Services Agreement

This Volunteer Services Agreement (the “**Agreement**”) shall become effective as of the date signed, by and between the volunteer (the “**Volunteer**”) and Now I Lay Me Down to Sleep, a nonprofit corporation incorporated and headquartered in Colorado (“**NILMDTS**”).

NILMDTS administers a network of Volunteers who donate their time, services and/or materials in furtherance of the mission of NILMDTS (the “**Services**”) for families (the “**Recipient(s)**”).

NILMDTS operates a website (the “**Website**”) through which Recipient may locate information regarding the Services, including the listing of NILMDTS Volunteers’ names and contact information.

As a Volunteer of NILMDTS, I understand and agree to the following terms of the Volunteer Service Agreement:

Section 1 Scope of Service

Volunteer agrees to provide the Services as directed by and on behalf of NILMDTS. Volunteer roles may provide different Services as suggested and outlined with NILMDTS provided training. All volunteer photographers provide their Service by conducting a private portrait session of Recipient’s child. Photography Services shall include:

- travel to the hospital or medical facility to provide Services to the Recipient;
- having the Recipient complete a Parent Consent, Authorization and Release Form;
- conducting a private portrait session with Recipient’s child;
- backing up images;
- uploading session information and the Parent Consent, Authorization and Consent, Authorization and Release Form into logged sessions account;
- gently retouching all images to be delivered;
- converting all images to black and white or sepia tone;
- uploading all retouched images to session log for retention and image delivery;
- delivering the final portraits to Recipient within [4] weeks of taking such photographs.

Donation of Time and Materials. It is mutually 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 or related costs. Volunteer may request in writing from NILMDTS a tax-deductible receipt for the logged materials and expenses he or she incurred for the Services provided.

Section 2 Volunteer Conduct

- Conduct the Services in a professional, humble and respectful manner, obeying hospital rules and regulations, and being sensitive to the bereaved Recipient and hospital staff.
- When you are at the hospital to provide Services, contain your activity to the vicinity of the Recipient you are called to serve.
- Use of your affiliation with NILMDTS to solicit or promote your personal photography or other business is prohibited.
- Any usage of images for NILMDTS promotion, training or social media require release from the parent on file with NILMDTS and consent to you from NILMDTS. Recipients may post their images.
- Online Professionalism: NILMDTS online platforms and social media pages are not a place to solve issues or problems within your local group or with Headquarters. If you have constructive criticism, please email or call Headquarters directly.

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- Volunteer shall, in performing the Services, comply with all applicable federal, state and local laws.
- Volunteer will not create or help develop a program anywhere that has similar goals and structure to that of NILMDTS during the period of active volunteering. To do so would be abuse of knowledge of the NILMDTS program, including but not limited to, Website text and/ or images, training curriculum, member lists, organizational practices, and marketing plans, session forms & documents.
- If involved with another photography charity or employed by a hospital for the purpose of providing newborn or birth photography, to the best of your ability represent clearly to the Recipient and hospital staff, which agency you are representing at the time of Services, and clarify the NILMDTS Standard Gift.

Section 3 Copyrights

Volunteer agrees that NILMDTS shall have all rights 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. NILMDTS grants usage rights to the Volunteer that creates the images for their volunteer work as outlined by this Agreement. NILMDTS licenses photographs to parents for personal use. Any other rights or licenses requested in writing to NILMDTS by Volunteer for the Work Product may be permitted in writing by NILMDTS on a case-by-case basis.

Volunteers must upload the finished Work Product and parent release form to an online location designated by NILMDTS.

Section 4 Website Listing

Volunteer **acknowledges** that NILMDTS has no control over who accesses the Website or who contacts Volunteer as a result of its listing on the Website. 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 5 Termination

This Agreement shall be effective as of the date signed and shall continue for one year. A new Volunteer Service Agreement must be signed during your annual renewal process. Each party shall have the right to terminate this Agreement at any time without cause by 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, that Volunteer has not fully complied with the Agreement or does not otherwise meet NILMDTS' standards of conduct.

If Volunteer's Services includes Photography Services, Volunteer agrees prior to termination as a courtesy to our Recipient, to log and upload any outstanding Work Products.

Section 6 Indemnity

To the fullest extent permitted by law, Volunteer shall agree to hold harmless 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' performance or failure to perform under this Agreement (collectively, the “**Liabilities**”). 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 7 Limitation of Liability

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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.

Section 8 Expenses

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.

Section 9 Legal

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.

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 10 Independent Contractor Relationship

None of the provisions of this Agreement are intended to create any relationship between the independents 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

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, volunteer documents, and videos; 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.

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

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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 application.

NILMDTS:

Now I Lay Me Down to Sleep
P.O. Box 621669
Littleton, Colorado 80162
Phone: 720-283-3339
Email: headquarers@nilmmts.org

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.