

**VOLUNTEER AGREEMENT**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

This agreement made between the Town of Westport, Massachusetts, hereinafter referred to as the "Town" and \_\_\_\_\_ hereinafter referred to as the "Volunteer."  
Name of Person Volunteering

**WITNESSETH:**

Whereas: The Volunteer will provide the following service for the Recreation Department for the Town of Westport, MA.

Type of Service: \_\_\_\_\_ Volunteer \_\_\_\_\_  
Name of Program or Service: \_\_\_\_\_  
Program Dates: \_\_\_\_\_  
Program Times: \_\_\_\_\_  
Any Set/Up, Clean/Up Times If Needed: \_\_\_\_\_

NOW THEREFORE; in consideration of the following mutual covenants contained herein, the parties agree with each other as follows:

**Article I:** It is understood that the Volunteer will be providing a service for free and will not expect compensation of any kind.

**Article II:** The Volunteer shall furnish services under this agreement and not as an employee of the Town. No employees, agents or representatives of the Volunteer shall be entitled to any medical coverage, life insurance, participation in the Town's savings plan or other benefits afforded to the Town's regular employees. Personnel to whom Town employees, agents and representatives of agencies to which employees are referred under this agreement shall not be considered to be employees of or independent contractors with the Town and shall not be entitled to any medical benefits, life insurance benefits, participation in the Town's savings plan or other benefits available to Town employees.

**Article III:**

- 1. This agreement shall not be assigned by either party without prior express written approval of the other party.
- 2. No amendment or modification of the terms or conditions of this agreement shall be effective without prior express written approval signed by both parties therein.
- 3. This agreement is binding upon, and shall inure to benefit of, the heirs, assigns and successors in interest of the parties.
- 4. This agreement shall be governed by Massachusetts law.

**Article IV:** The Volunteer agrees to indemnify and hold harmless the TOWN OF WESTPORT, its servants, agents and employees, representatives and guests from and against all liability, loss or damage arising out of the use of the Recreation Department Program and the provision of this service. If needed, Volunteer's Insurance Certificate shall name the TOWN OF WESTPORT as an "Additional Insured". TOWN OF WESTPORT as "Certificate Holder" is not acceptable.

\_\_\_\_\_  
Dana Stewart, Recreation Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Volunteer Signature

\_\_\_\_\_  
Date