

Sample Service Project Agreement

This sample agreement should be reviewed and approved by your attorney prior to use.

Service Project Information *(To be completed by the Sponsoring Organization)*

Name of Sponsoring Organization: _____

Address: _____ Telephone: _____

Name of sponsor's coordinator: _____

Description of Service Project: _____

Date(s) and location of Service Project: _____

Service Recipient Information *(To be completed by Service Recipient)*

Name(s) of Service Recipient: _____

Address: _____

Telephone: _____

Service Project Agreement

In return for the receipt of services offered by the Sponsoring Organization, Service Recipient agrees to the following terms of this Service Project Agreement ("Agreement"):

I acknowledge that the Sponsoring Organization's performance of the Service Project described above involves risk to the Service Recipient and to any persons in Service Recipient's care or at the location of the Service Project, and may result in various types of injury including, but not limited to, the following: sickness, bodily injury, death, emotional injury, personal injury, property damage and financial damage.

SERVICE RECIPIENT HEREBY RELEASES SPONSORING ORGANIZATION, ITS AGENTS, EMPLOYEES, VOLUNTEERS AND OTHER REPRESENTATIVES, FROM ANY AND ALL INJURY AND LIABILITY ARISING FROM THE SERVICE PROJECT AND ASSOCIATED ACTIVITIES. SERVICE RECIPIENT FURTHER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS SPONSORING ORGANIZATION, ITS AGENTS, EMPLOYEES, VOLUNTEERS AND OTHER REPRESENTATIVES (COLLECTIVELY "INDEMNIFIED PARTIES") FOR ANY AND ALL INJURY OR LIABILITY ARISING DIRECTLY OR INDIRECTLY OUT OF THE SERVICE PROJECT AND ASSOCIATED ACTIVITIES, EXCEPT TO THE EXTENT THAT AN INJURY TO ANY THE INDEMNIFIED PARTIES IS CAUSED BY THE NEGLIGENCE OF ANY OF THE INDEMNIFIED PARTIES'. In no event shall the Indemnified Parties be liable for any damage or injury to Service Recipient or to any person coming upon the premises of Service Recipient in connection with the Service Project. Service Recipient acknowledges and agrees to reimburse Sponsoring Organization for any and all damage to Sponsoring Organization's property and injury to Sponsoring Organization's agents, employees, volunteers or representatives that result from the acts of Service Recipient.

Sponsoring Organization makes no guarantee regarding the quality of the work done as a part of the Service Project. Further, Sponsoring Organization disclaims any warranty, express or implied, including but not limited to, the implied warranty of merchantability and fitness for a particular purpose regarding the Service Project.

If a dispute over this agreement or any claim for damages arises, the Service Recipient agrees to resolve the matter through a mutually acceptable alternative dispute resolution process. If the Service Recipient and the Sponsoring Organization cannot agree upon such a process, the dispute will be submitted to a three-member arbitration panel for resolution pursuant to the rules of the American Arbitration Association.

Signature: _____ Date: _____

Signature: _____ Date: _____

This is a sample document only. Your organization is responsible for compliance with all applicable laws. Accordingly, this form should not be used or adopted by your organization without first being reviewed and approved by an attorney. Brotherhood Mutual Insurance Company assumes no liability in the preparation and distribution of this sample form.