

## **Contract for Volunteer Services NC Bourbon & Spirits Festival**

This agreement for services (“Agreement”) is made effective as of **September 28th, 2024**, by and between **NC Bourbon & Spirits Festival, LLC** (the “Producer”) and you (the “Volunteer”).

**NC Bourbon & Spirits Festival, LLC** is the producer of the **NC Bourbon & Spirits Festival**, scheduled to be held on **September 28th, 2024** at **Weldon Mills Theatre**, Roanoke Rapids, NC. The Producer wishes to engage the Volunteer for services in connection with the festival, and the Volunteer agrees to provide services on the terms and conditions set forth in this Agreement.

The Volunteer must agree to these terms and conditions to be considered for volunteering during the NC Bourbon & Spirits Festival.

I acknowledge that I have applied to volunteer at the NC Bourbon & Spirits Festival. I understand that as a Volunteer, I am not acting as an employee of the Festival or NC Bourbon & Spirits Festival, LLC. In consideration of the mutual promises and covenants set forth herein, the Producer and Volunteer agree to the following terms:

### **1. ENGAGEMENT**

The Producer hereby engages the Volunteer for services at the festival.

### **2. COMPENSATION**

In exchange for the Volunteer’s services, the Producer will provide the Volunteer with **\$60 Weldon Mills Theatre credit**, which may be used for future ticketed events. The Volunteer agrees to work **5 hours** as part of this arrangement.

### **3. TERMINATION**

The parties specifically acknowledge and agree that the Volunteer’s services may be terminated by the Producer or the Volunteer at any time, with or without cause. If the Volunteer fails to perform their duties or violates the terms of this Agreement, they forfeit any compensation (including event credits) and access to the Festival.

### **4. TERMS and CONDITIONS**

**a. Survival of Covenants**

The agreements and covenants made by the Volunteer shall survive the termination of this Agreement. The Volunteer agrees that any breach of these covenants will not serve as a defense to the enforcement of this Agreement.

**b. Liability and Indemnification**

The Volunteer agrees to indemnify and hold harmless the Producer, its owners, affiliates, sponsors, and other involved parties from any claims, damages, or liabilities arising from participation in the Festival, including personal injury or property damage.

**c. Insurance Coverage**

The Volunteer acknowledges that they are not covered by any insurance provided by the Producer, including medical, liability, or worker's compensation insurance.

**d. Confidentiality**

While volunteering, the Volunteer may have access to confidential information relating to the Producer's business practices and plans. The Volunteer agrees to maintain the confidentiality of this information and understands that any breach may result in legal action.

**e. Property of the Producer**

All materials and information obtained while volunteering, including documents, reports, and records, remain the property of the Producer. The Volunteer agrees to return all such property upon termination of this Agreement.

**f. Name and Likeness**

The Volunteer grants the Producer the right to use their name, likeness, and image for promotional purposes, including photos, videos, and interviews created in connection with the festival.

**5. MISCELLANEOUS PROVISIONS**

**a. Amendments**

This Agreement constitutes the entire understanding between the parties and may only be amended in writing, signed by both parties.

**b. No Waiver**

No delay or failure by either party to enforce any right or remedy will constitute a waiver of such rights or remedies.

**c. Binding Agreement**

This Agreement is binding upon and inures to the benefit of the parties and their successors, assigns, and representatives.

**d. Acknowledgement and Execution**

By submitting an application and agreeing to these terms, the Volunteer acknowledges that they have read, understood, and accepted the terms of this Agreement. The Volunteer certifies that they are at least 18 years old.

**NC Bourbon & Spirits Festival, LLC**

**Signature:**

**Date:**

**Print Name:** Allison Askew

**Title:** Events Director

**Volunteer**

**Signature:**

**Date:**

**Print Name:**