

TEAM SIERRA™
VOLUNTEER FUNDRAISER AGREEMENT
(version 20161010)

All volunteers raising funds for Sierra Club through its Team Sierra™ fundraising platform (referred to herein as the “Site”) must agree to this Volunteer Fundraiser Agreement (the “Agreement”).

In this Agreement, “Volunteer fundraiser,” “You” or “Your” means the individual who clicks, signs, or otherwise indicates acceptance of this Agreement; together with each person and/or entity the individual is empowered to represent in connection with a Campaign (e.g., “You” can refer to a participating entity whose director has accepted the Agreement). “Sierra Club” means Sierra Club (a California non-profit corporation headquartered in Alameda County, California). A “Campaign” is any fundraising activity You conduct in support of Sierra Club.

All such activities conducted through the Site or related to a Campaign are subject to the terms of this Agreement.

By clicking “I Agree,” and in consideration for the right to use the Site and raise funds for Sierra Club, You are representing that you are at least 18 years old, and you acknowledge and covenant to be bound by the following terms and conditions.

1. **Your Campaign.** You are solely and exclusively responsible for any Campaign You conduct. You shall not state or imply that Your Campaign is a Sierra Club event, or that Sierra Club endorses, is directly affiliated with, or exercises control over Your Campaign.
2. **Mission.** Your Campaign, and Your use of the Site, should be consistent with Sierra Club’s mission and values, and support its positive reputation in the community.
3. **Promotional Materials.** Any promotional materials for the Campaign, including, but not limited to, letters, brochures, flyers, emails, or postings, must clearly state that You are raising funds for the benefit of Sierra Club. In these materials, Sierra Club may only be identified as a beneficiary of the Campaign. You may not state or imply that Sierra Club is a sponsor or organizer of the Campaign.

4. **Site Use.** You certify that You will only use the Site to conduct Campaigns to benefit Sierra Club, consistent with this Agreement and the instructions on the Site. You will not use the Site in any illegal, untruthful, or objectionable manner, or for any commercial purpose or for compensation.
5. **No Tax Deductions.** Sierra Club is exempt from federal income tax under Section 501(c)(4) of the Internal Revenue Code. Contributions to Sierra Club ARE NOT tax deductible and You are responsible for informing donors of that fact, including in all of Your materials and communications.
6. **Trademarks.** You will receive access to certain downloadable marks (the “Campaign Marks”), such as Team Sierra™ and Benefitting Sierra Club™. The Campaign Marks are Sierra Club trademarks. You may only use them for the limited purpose of raising funds through Your Campaign, in accordance with this Agreement. You may not alter the Campaign Marks in any way, and must comply with any rules Sierra Club provides regarding their use. You may also use Sierra Club’s name (but not its official logo) for the sole purpose of informing people that You are raising funds for Sierra Club. You agree to stop using the Campaign Marks and the Sierra Club name if and as directed by Sierra Club. Except as stated above, You may not display or use the Campaign Marks or any other Sierra Club names, logos, trademarks, service marks, or proprietary marking (collectively, “Sierra Club Marks”). The Sierra Club Marks include registered and unregistered trademarks in the U.S. and other countries.
7. **Expenses.** You are solely and exclusively responsible for the planning and execution of Your Campaign, including any and all costs and expenses. Sierra Club is not responsible for any expenses associated with Your Campaign, and does not guarantee that You will recoup any of Your expenses.
8. **Laws.** You and Your Campaign must comply with all local, state, and federal laws, including, but not limited to, laws regarding charitable fundraising and taxes. You are responsible for, and will pay any applicable taxes on, any gift, incentive, or other item that is sold or given to anyone in connection with Your Campaign.
9. **Waiver.** Should Your Campaign include an event or activity requiring or otherwise allowing for physical participation by You, Your family, friends, or the general public, You agree to obtain or otherwise require each participant (including Yourself) to execute the [ACKNOWLEDGMENT, ASSUMPTION OF RISKS, RELEASE & INDEMNITY, AND BINDING](#)

ARBITRATION AGREEMENT (which is incorporated herein by reference) before participating. If feasible, participants will do so on the Site. Otherwise, You will collect and preserve the signed waivers, and provide copies to Sierra Club as directed.

10. **Posted Terms.** Your use of the Site and Your right to conduct Campaigns are subject to the [Privacy Policy](#) and [Terms and Conditions of Use](#), and any other policies, guidelines, or instructions provided to you or posted on the Site. All of the foregoing documents are incorporated herein by reference. Sierra Club reserves the right to modify these documents, without notice to You. If You continue using the Site after any such modification, You are agreeing to abide by the updated documents.
11. **Donations.** You will request that donors make their contributions to Your Campaign directly through the Site. If You collect donations other than through the Site, You will follow the procedures provided by Sierra Club; properly protect and account for the funds; and remit them to Sierra Club promptly, together with all donor-related information Sierra Club requires. All donor-related information You provide to Sierra Club is the exclusive property of Sierra Club.
12. **Sponsors.** If You wish to seek sponsors to provide either cash or in-kind support, You must first follow the sponsorship procedures on the Site, and obtain confirmation that Your proposed sponsorship(s) will not conflict with Sierra Club's existing sponsorship arrangements or standards.
13. **Independence.** You agree that nothing in this Agreement or on the Site creates or otherwise evidences a partnership, employment, agency, or other relationship between You and Sierra Club other than the right and license to conduct Your own Campaign on the terms of this Agreement.
14. **Indemnification.** You agree to defend, indemnify and hold harmless Sierra Club, its officers, directors, employees, volunteers, contractors, affiliates, and advisors (together, the "Sierra Club Parties"), from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) Your use of and access to the Site; (ii) Your Campaign and related activities; (iii) Your violation of this Volunteer Fundraiser Agreement, the documents incorporated by reference, or any terms posted on the Site; (iv) Your violation of any third party right, including without limitation any copyright, property, or privacy right; or (v) any third party participation in your

Campaign or related activities. This defense and indemnification obligation will survive this Agreement and Your use of the Site.

15. **Dispute Resolution.** Any dispute whatsoever between You and the Sierra Club Parties shall be resolved exclusively in Alameda County, California, under California law, without regard to any choice-of-law jurisprudence. The exclusive method of dispute resolution shall be binding arbitration, according to the then-existing commercial rules of the American Arbitration Association, without regard to the California Arbitration Act. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this agreement, including but not limited to any claim that all or any part of this agreement is void or voidable.
16. **Termination.** Either party may terminate this Agreement at any time, with or without cause. Upon termination, You will promptly: stop using the Site, cancel the Campaign and cease all Campaign activities, deliver any participant waivers, fundraising proceeds, records, and donor information to Sierra Club, and provide Sierra Club with any other information it may reasonably request. You will stop using any Sierra Club Marks, and destroy any physical or digital materials bearing Sierra Club Mark(s). The following Sections will survive termination: 7 (Expenses), 8 (Laws), 14 (Independence), 15 (Indemnification), 16 (Dispute Resolutions), 17 (Termination).