## **Earn-a-Bike Contract**

| This agreement is entered into effective _  | between  |
|---|--|
|   | , hereinafter called "volunteer" and           |
| Des Moines Bicycle Collective, hereinafte   | r called "DMBC". DMBC is duly incorporated     |
| under the laws of the State of Iowa with it | s principal place of business at 506 E. 6th St |
| #100 Des Moines IA 50309                    |  |

## 1. Parties Roles (Right and Obligations)

Volunteer agrees to:

- 1.) Follow all rules and policies set forth in this contract.
- 2.) Arrive and remain completely sober while on DMBC premises.
- 3.) Have a positive attitude and be generally helpful and agreeable for the duration of volunteer time at DMBC.
- 4.) Volunteer for at least 20 hours of service before taking a bike for personal use.
- 5.) Days available for volunteering are Wednesday, Thursday, and Friday, with other days being allowed only under managerial discretion.
- 6.) Respect the tools and work spaces provided by using proper tools for their intended uses and asking for help when unsure of proper processes.
- 7.) While completing hours for earn-a-bike, volunteer has 5 hours of time in which they can use bench time free of charge to work on personal projects. After 5 hours they will be charged at the normal rate of \$10/hr.
- 8.) Understand that when a bike is received managerial permission is needed to continue to volunteer. If extra time is needed to work on personal projects, regular rates will be charged.
- 9.) Understand that one bike per year per volunteer may be earned. The year begins the day a bike is received.
- 10.) Understand that all donated hours that the volunteer wishes to apply to their earn-a-bike must be donated within the calendar year in which they receive the bike.
- 11.) Keep track of donated hours both in computer system and on this sheet.

## DMBC agrees to:

- 1.) Provide a welcoming educational environment in which volunteers may work.
- 2.) Provide the volunteer with a bicycle that fits their needs, which the volunteer may fully refurbish with used parts from DMBC inventory (cables and housing can be new).
- 3.) Provide oversight and technical advice while the volunteer is refurbishing their own bicycle.
- 4.) Allow volunteers to complete the 20 hours on their own schedule within the parameters set forth in this contract
- 5.) Keep track of the volunteer's donated hours both in the computer system and on this sheet

DMBC reserves the right to end this agreement at any time if DMBC employees, agents, officers, trustees, or representatives feel that the continuation of the agreement is not in the best interest of DMBC.

## 2. Liability.

Each party agrees to defend, indemnify and hold harmless the other, and its employees, agents, officers, trustees and representatives from any and all claims, liabilities, damages and expenses, including attorney fees, which arise out of, or are related to the unintentional or negligent acts or omissions of either party, it affiliates, contractors, officers, directors, trustees, employees or agents. Each party to the agreement will remain responsible for losses caused by its own negligence.

| Volunteer printed name   | <br> |  |
|--------------------------|------|--|
| Volunteer Signature      | <br> |  |
| DMBC Staff printed name_ | <br> |  |
| DMBC Staff Signature     | <br> |  |
|                          |      |  |

| Date | Work performed | Time in | Time out | Total<br>time | Staff Initial |
|------|----------------|---------|----------|---------------|---------------|
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