

SAMPLE ASP WORK AGREEMENT

**SAMPLE ONLY-
PLEASE CREATE**

Family/Tenant Name: _____

Family's 9-1-1 Address (not P.O. Box): _____

City, State, Zip: _____

If property is rented:

Owner/Landlord Name (if different than Tenant): _____

Landlord Address: _____

Landlord Phone #: (____) _____

AASP Center Name: _____ Center Phone #: _____

(____) _____

Center Director Name: _____

YOUR OWN

BASED ON

NEEDS OF

INDIVIDUAL

PROJECTS

I. Repairs Initially Agreed Upon: (describe repairs in sufficient detail)

Repairs	Date	CD Initials	Owner Initials	Tenant Initials	Completion of Repairs*		
					Date	Owner	Tenant

I understand that Appaclachia Service Project (AASP) will make the repairs listed above (in this Section I) utilizing volunteer labor, some, or all, of which may be unskilled laborers, depending on the repair, and that these repairs are being made at no cost to me and in furtherance of the ministry of AASP. I further understand that AASP does not warrant its work or provide any guarantee on its fitness for a particular purpose, and I accept any work performed by AASP on an "AS IS" basis. I hereby agree to release AASP, its personal representatives, agents, volunteers, successors and assigns, from any and all past, present and future claims, demands, obligations, causes of action for damages of any kind, known or unknown, in any way related to the above repairs or based upon any construction performed by AASP at the residence listed above, whether founded upon contract, common law, breach of warranty, consumer protection, and/or workmanship.

I understand that AASP has the right to stop work on my property should AASP determine, in its sole discretion, that completion of the above repairs cannot be made 1) without posing a risk to the volunteers, AASP staff members, and/or me or members of my household, or 2) without damaging the reputation and/or ministry of AASP. I understand that should problems arise with the work performed or should further repairs be required, I have the duty to request that AASP make any such repairs (to be agreed upon in Section II); however, AASP is not required to make any such repairs and will perform such repairs only if, in its sole discretion, it has adequate time, materials, and labor available to do so. All repairs undertaken in Section II are also governed by all the same

releases and waivers contained in this Section I. **AASP will only complete repairs agreed upon in writing on this form. Any verbal representations are null and void and of no effect.**

CODE OF CONDUCT

- I understand that, while volunteers are working or present on my property,
 - there is to be no use of illegal or recreational drugs, synthetic drugs, alcohol, and/or firearms by me, any member of my household and/or any guest.
 - I should secure all prescription drugs, alcohol or firearms in a safe place, out of sight and reach of volunteers.
 - I am responsible for maintaining a hospitable environment free of any type of harassment against any AASP volunteer or staff member regardless of their age, gender, race, ethnicity, religion or sexual orientation.
 - I am solely responsible for any children who live in or visit my home. I take full responsibility for their supervision and safety, and will remove them from work areas if requested to do so. I understand that AASP volunteers are unable to serve as supervisors for the children and will not leave children in their care.
- *AASP volunteers and staff come from all different locations, experiences, and backgrounds and I agree to remove from sight any easily detachable flags, posters, or other items bearing the image of the confederate battle flag and/or other potentially offensive symbols as they may be insensitive to certain groups or individuals.*
- I acknowledge that should AASP determine, in its sole discretion, that the environment on my property poses a danger, or is harmful to any volunteer or staff member, or does not promote or further its ministry, AASP has the right to immediately stop all work on the project regardless of the current status of the repairs being made and is not required to put the property back into its original state prior to the repairs being undertaken.
- I understand that if I am available and able, or if any other relative on the premises is available and able, assistance with the repairs is requested provided it does not pose a risk to any AASP volunteer, staff members, and/or members of my household.

All references to “I” shall include any and all minors or incapacitated persons for whom I am legally responsible and shall include the singular and plural, as necessitated by content. If this is an owner-occupied property, all adults who own an interest in the property or otherwise reside on the property are required to sign this Agreement. If this property is a tenant-occupied (i.e., not owner-occupied) property, an adult tenant/resident and all owners of the property are required to sign this Agreement. Owner of tenant occupied property must also sign the “Lease Amendment”.

The Owner/Tenant is required to provide proof of ownership. The Owner/Tenant is required to provide that information to AASP and is jointly and severably liable for the failure to provide information or any misrepresentation of this information to AASP.

Family/Tenant Signature

Date

Owner/Landlord Signature *(if different than tenant)*

Date

AASP Summer Center Director Signature

Date

***Completion of Repairs**

I acknowledge that by signing my initials in the “Completion of Repairs” box next to each repair, AAASP has completed all repairs described in that section to my satisfaction. I understand that should problems arise with the work performed, I have the duty to request that AAASP make further repairs; however, AAASP is not required to make any such repairs and will perform such repairs only if, in its sole discretion, it has adequate time, materials, labor and/or other resources available to

do so. I understand that any and all verbal agreement(s) for work to be performed made by AAASP staff, volunteers or other representatives are null and void and of no effect.

FAILURE OF OWNER/TENANT TO SIGN THIS FORM SHALL NOT BE EVIDENCE OF AAASP'S FAILURE TO COMPLETE REPAIRS OR OTHERWISE INCREASE OR ASSIGN LIABILITY TO AAASP.

SAMPLE

II. Additional Repairs Later Agreed Upon (to be updated before each new project or modification of a current project begins or is expanded.)

Repairs	Date	CD Initials	Owner Initials	Tenant Initials	Completion of Repairs*		
					Date	Owner	Tenant

AAASP will only complete repairs agreed upon in writing on this form. Any verbal representations are null and void and of no effect. All repairs undertaken in Section II are also governed by all the same releases and waivers contained in Section I.

***Completion of Repairs**

I acknowledge that by signing my initials in the “Completion of Repairs” box next to each repair, AAASP has completed all repairs described in that section to my satisfaction. I understand that should problems arise with the work performed, I have the duty to request that AAASP make further repairs; however, AAASP is not required to make any such repairs and will perform such repairs only if, in its sole discretion, it has adequate time, materials, labor and/or other resources available to do so. I understand that any and all verbal agreement(s) for work to be performed made by AAASP staff, volunteers or other representatives are null and void and of no effect.

FAILURE OF OWNER/TENANT TO SIGN THIS FORM SHALL NOT BE EVIDENCE OF AASP’S FAILURE TO COMPLETE REPAIRS OR OTHERWISE INCREASE OR ASSIGN LIABILITY TO AASP.

COVID-19 AND COMMUNICABLE DISEASE RELEASE
(REQUIRED TO SIGN)

The novel coronavirus, COVID-19, has been declared a worldwide pandemic, is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and health agencies recommend social distancing and increased sanitation practices by individuals and organizations. While AASP has enacted sanitation procedures and behavioral protocols to minimize the risk of transmission of COVID-19 or any other infectious disease, all risks cannot be eliminated. Accepting construction assistance by AASP requires interaction with AASP representatives (workers). I understand that in order to complete construction at my home, one or more workers will be physically present on my property and may need to enter my home. Working on my home may require workers to touch surfaces and objects in my home. It may also require that items such as building materials, tools or equipment be brought in and out of my home. I agree to comply by all AASP protocols, including masking and distancing requirements and disclosure of vaccination status. I will notify AASP right away if I am experiencing symptoms, diagnosis or exposure to COVID-19 and will take steps to minimize the risk of spread to AASP representatives.

By signing below, I acknowledge that I am entering into the AASP program and accepting services from AASP voluntarily and with knowledge of the risks involved, agree to accept and assume all such risks, and will not make any claim against AASP or seek to hold it responsible for any expense or damages should I contract COVID-19, and, to the fullest extent permitted by applicable law, including but not limited to any expense or damages that result from the negligence of AASP or its agents. I understand that I may ask AASP to stop work on my home at any time by notifying the staff.

Name(s) of Owner(s)/Tenant(s) (please print)

Signature of Owner(s)/Tenant(s)

Date

IMAGE AND INFORMATION CONSENT
(OPTIONAL TO SIGN)

I hereby consent to allowing myself and/or my family to be photographed (still and/or video/film) for use by the AASP, its agents, successors, and users of its services.

This consent form allows AASP to use my photos and/or voice, and photos of my family and/or my dwelling to further the aims of the agency – education, expansion of service provision, volunteer recruitment and fundraising for the organization. I understand that my exact address will never be used in association with my photo or name. I also give permission for AASP to use my full name and general information about my case history for the furtherance of the agency’s goals of public education, expansion of services, volunteer recruitment, or fundraising. I understand that my full name, address, or any other identifying information will be tied to these photos.

This consent form also allows AASP to upload photos of my home and/or my family to online public photo galleries via social networks. These photo galleries are for the use of AASP staff and volunteers, but are also viewable by the general public. I understand that my full name, address, or any other identifying information will not be tied to these photos.

The terms of this consent include possible uses of my photos, voice or video for printed material, displays, audio/visual presentations, radio and television, but are not limited to same. The general public may see my photos if taken of my home and/or my family to do so furthers, in AASP’s sole discretion, AASP’s goals of public education, expansion of services, volunteer recruitment or fundraising. I fully understand and agree that I will receive NO compensation for the use of my photos, voice and/or information, either now or in the future, and that this release requires no action or obligation, legal or otherwise, on the part of AASP, its agents, successors, and users of its services.

Name(s) of Owner(s)/Tenant(s) (please print)

Signature of Owner(s)/Tenant(s)

Date