



VOLUNTEER & CONSULTANT AGREEMENT

Dear Volunteer or Consultant:

This Agreement is made between and entered into by and between Food Shed Co-op, and _____ [please print name] ("you") regarding your volunteer or consulting relationship with Food Shed Co-op.

Code of Conduct: As a Food Shed Co-op volunteer or consultant, you will have regular and significant contact with many of Food Shed Co-op's owners and business partners. Since your contact with these individuals is as a direct result of Food Shed Co-op's relationship with them, you agree to treat them in a friendly and professional manner, with the goals of Food Shed Co-op in mind.

Creation and Use of Materials: To the extent that you create or provide materials for Food Shed Co-op as a volunteer or consultant, you grant Food Shed Co-op a nonexclusive license to use such materials in any way, subject to any limitations agreed by you and Food Shed Co-op in writing in advance. You warrant that the materials you create for or provide to Food Shed Co-op are original and do not infringe any intellectual property rights.

Confidentiality and Non-Solicitation: You acknowledge that as a volunteer or consultant for Food Shed Co-op you may have access to confidential information, including but not limited to personal information of Owners and business and financial data. You agree to neither discuss nor communicate it to any third parties without the permission of Food Shed Co-op. You will never sell, trade or otherwise make available Food Shed Co-op's database (including Owner names, addresses, phone numbers and email addresses, which are the property of Food Shed Co-op), business operations, marketing objectives or other confidential information to any third party without express written permission from Food Shed Co-op. To the extent that you are provided access to Food Shed Co-op's database and are granted permission to view, export or download information from that database, you agree not to store or retain such information or use it for any purpose other than as specifically requested by Food Shed Co-op. In addition, you agree that you will not utilize information in Food Shed Co-op's database to solicit Food Shed Co-op's owners or business partners.

You agree to indemnify and hold harmless Food Shed Co-op in any action arising out of, or relating to, the foregoing agreements, representations and warranties.

In Cooperation,

Scott Brix, Board Vice President
Food Shed Co-op

ACCEPTED AND AGREED BY (print name): _____

Signature

Date