

FAIR BOARD VOLUNTEER AGREEMENT

This Agreement is made and entered into by and between COLUMBIA COUNTY FAIR BOARD, hereinafter referred to as "Fair Board", and _____, hereinafter referred to as "Volunteer".

WITNESSETH:

WHEREAS, Volunteer is willing to provide volunteer service at the Columbia County Fairgrounds (the "Fairgrounds") located in Columbia County, Oregon.

WHEREAS, the Fair Board is willing to assist Volunteer in this activity;

NOW, THEREFORE, IT IS HEREBY AGREED to as follows:

1. Volunteer agrees to provide the following services at the Fairgrounds (Fair Board will check those that apply):

- Mow grounds
- Maintain trails
- Trim trees
- Paint buildings and picnic tables
- Pick up litter
- Repair equipment
- Clean comfort stations, including toilets, vanities, floors, walls, mirrors
- Clean picnic shelters
- Clean shop and office floors, windows, bathrooms
- Go to town for equipment parts
- Facility construction
- Pour concrete
- Collect and empty trash and recyclables
- Replace light bulbs
- Lock/Unlock Gate at Dawn and Dusk
- Clean Fairgrounds signs of dirt and graffiti
- Report Fairgrounds hazards or repairs needed to Fair Office
- Report violations of Fairgrounds rules or state law to Sheriff's Department
- Sweep courts and pathways

- Pull weeds
- Other, specify: _____

Special considerations, if any, with respect to this Agreement are attached hereto, labeled Exhibit "A", and incorporated herein by this reference.

2. All services performed will be noncompensable. Except as specifically provided in this agreement, no insurance or any other benefits of any kind shall be provided by the Fair Board or Columbia County. Services performed will not confer status to the Volunteer as a regular or temporary County employee.
3. Volunteer agrees to provide an accurate record of hours volunteered by the end of each month in which services are volunteered.
4. Fair Board agrees provide to Volunteer an official volunteer badge and a reflector safety vest.
5. Volunteer agrees to display the official volunteer badge and wear the reflector safety vest whenever providing volunteer services at the Fairgrounds.
6. Volunteer will place all garbage, litter and refuse collected in receptacles designated for that purpose by the Fair Board.
7. Fair Board will dispose of all garbage, litter and refuse collected in an environmentally responsible manner. Fair Board will pay for the cost of disposing the same.
8. This Agreement may be terminated by Fair Board or Volunteer upon thirty (30) days prior written notice to the other party. Upon resignation Volunteer must return their official volunteer badge, reflector safety vest and all supplies, keys, etc.
9. Volunteer understands that they must operate within the scope of the duties associated with this volunteer position, whether performing those duties on or off Fair Board property.
10. Volunteer understands that they are a representative of the Fair Board and will do their best to present a positive image of the Fair Board to those who visit the facilities and Fairgrounds. This includes being courteous and helpful to visitors.
11. Volunteer understands that they are not authorized to enforce the rules and regulations of the Fair Board.

12. Volunteer understands that they are not to appear for volunteer service under the influence of any drugs or alcohol.
13. Volunteers must abide by all Fairgrounds rules and ordinances.
14. Volunteer understands that they are only considered a volunteer while actually performing those activities specifically listed herein.
15. Volunteer will be insured under the general liability policy covering the Fair Board for claims of civil liability for negligent injuries or damages to the person or property of others, if:
 - i. Volunteer is working on a Fair Board task assigned by an authorized Fair Board supervisor; and
 - ii. Volunteer limits actions to the duties assigned; and
 - iii. Volunteer performs assigned tasks in good faith and does not act in a reckless manner or with the intent to inflict harm to others.
16. If Volunteer uses personally owned or hired property in the course of assigned duties, Volunteer will carry insurance on that property. The Fair Board does not provide personal property damage protection for non-Fair Board personal property. This means the Fair Board will not pay the costs of replacement of or repairs to any non-Fair personal property. Proof of insurance must be furnished to the Fair Board upon request.
17. If Volunteer uses a personally owned vehicle in the course of assigned duties, Volunteer must have vehicle liability insurance as required by law. Proof of insurance must be provided to the Fair Board upon request. The Fair Board does not provide physical damage, uninsured motorist or personal injury protection for non-Fair vehicles. This means the Fair Board will not pay the costs of replacement of or repairs to your vehicle.
18. Volunteer may be authorized by the Volunteer's supervisor to operate Fair Board vehicles, when necessary, provided Volunteer has a valid driver's license for the vehicle operated. Such authorization, when granted, shall be limited to the specific authorized use, and Volunteer may make no other use of the vehicle.
19. Volunteer understands the need for confidentiality in dealing with some County business and agrees to comply with all local, state and federal requirements regarding confidentiality.
20. Volunteer agrees not to utilize the position as a County volunteer in any way that would violate the County's Code of Ethics or Rules of Conduct, copies of which have been provided to Volunteer.

21. The failure of the Fair Board to enforce any provision of this Agreement shall not constitute a waiver by the Fair Board of that or any other provision of the Agreement.
22. The laws of the State of Oregon shall govern this Agreement.
23. Venue for this agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.
24. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions hereof.
25. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT.

VOLUNTEER HEREBY ACKNOWLEDGES THAT THEY HAVE READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

DATED this _____ day of _____, 20__.

VOLUNTEER

COLUMBIA COUNTY FAIR BOARD

(Volunteer's signature)

By: _____

(Type or print Volunteer's name)

(Volunteer's Date of Birth)

(Volunteer's Phone Number)

Volunteer's Address:

(Number and Street) Apt No.

(City, State and Zip Code)

NOTE: If the volunteer is under 18 years of age, both Parents or the Guardian of the Volunteer must sign this Agreement on behalf of the Volunteer, agreeing to the terms and conditions of this Agreement. If applicable, the PARENTS or GUARDIAN must sign below:

FATHER

MOTHER

(Signature of Father)

(Signature of Mother)

(Type or print Father's Name)

(Type or Print Mother's Name)

OR

GUARDIAN

(Signature of Guardian)

(Type or print Guardian's Name)