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#### VOLUNTEER AGREEMENT

##### This Agreement is entered into this \_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_20\_\_\_\_by and between Renaissance Discovery House Inc dba Recovery Works (hereinafter “Employer”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter “Volunteer” under the following terms and conditions:

 Volunteer wishes to perform certain services at specific terms and conditions on a voluntary basis.

 NOW THEREFORE, In consideration of foregoing Recital which is incorporated herein by this reference, and of the covenants and conditions contained herein, the parties agree as follows:

1. Volunteer agrees to perform the services specified in Exhibit “A: attached hereto and by this reference made a part hereof (“Described Services:)
2. The effective date of this agreement shall be:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. The Term of this Agreement shall commence on the effective date of this Agreement and shall continue in effect until described services have been completed or until this Agreement is terminated as hereinafter provided.
2. Volunteer, during the term of the voluntary employment under this Agreement, may have access to confidential records consisting of the program folders (student folders, case folders and ethics folders) of students/clients. Volunteer acknowledges generally that such information is confidential and that it is against State and Federal law to disclose such confidential information, either as an Volunteer or at any time later. Additionally, personnel records (employment, enhancement and ethics files) of staff are also confidential information and record and are the property of Employer. Volunteer agrees not to disclose any confidential information directly or indirectly, or use same in any manner detrimental to Employer whatsoever during the term of this Agreement, or at any time. All files, records, documents and similar items relating to the conduct of Employer’s operation, whether prepared by Volunteer or otherwise coming into Volunteer’s possession, shall remain the exclusive property of Employer and shall not be copied or removed from the premises of Employer without the express written consent of Employer. Volunteer shall immediately return all such items to Employer upon termination of his/her employment.
3. In performing the Described Services, Volunteer is a Volunteer of Employer and shall not be entitled to Workers Compensation of any other benefit provided to the Volunteers of Employer.
4. Volunteer recognizes that in performing the Described Services he/she will be given access to Employer’s premises, process, documents and other sensitive and valuable proprietary or personal information as required for the performance of any of the Described Services. Volunteer agrees to keep in confidence and prevent disclosure to any person or organization not authorized b Employer to know all information provided to Volunteer by Employer or coming into his or her possession as a result of the performance of the Described Services. At the conclusion of performance of the Described Services, Volunteer shall turn over to Employer all notes, recordings, and every other tangible pieces of information collected or prepared while performing the Described Services. Moreover, the covenant of confidentiality contained herein shall apply to all confidential information learned or received by Volunteer during the performance at his/her duties hereunder and during the negotiations leading to the execution of this Agreement or any addendum. The confidentiality provisions survive termination of this agreement.
5. In the event of a breach or threatened breach by Volunteer of any of the provisions contained in paragraph 9, Employer, in addition to and not in limitation of, any other rights, remedies or damages available to Employer at law or in equity, shall be entitled to a preliminary and permanent injunction in order to prevent or restrain any such breach.
6. Unless otherwise terminated as provided herein, this Agreement shall continue in force until the Described Services have been completely performed. Notwithstanding any provision hereof, this Agreement may be b terminated by Employer at any time;
7. In the event a dispute arises under this Agreement, the parties shall first attempt to resolve their differences through negotiations. If negotiations fail then such dispute shall be settled by binding arbitration at a location of Employer’s choice, in accordance with the rules of the American Arbitration Association, and judgment upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. In the vent of Arbitration, each party hereto shall have the right to conduct reasonable discovery pursuant to the provisions of the California Code of Civil Procedure as presently or hereafter constituted, pursuant to all rules of court applicable to discovery in civil actions before the Superior Court having jurisdiction of this matter, as said rules presently are or hereafter may be constituted and pursuant to any and all provision of law and court rules not presently existing which shall in the future come to exist in place of or in augmentation of all or any of said sections and/or rules of court. Arbitration shall not be required with respect to any matter in which injunctive relief or specific performances is sought by all or any of the hereto.
8. Volunteer warrants that there are no representations, agreements, arrangements or understandings, oral or written between the parties hereto, relating to the subject matter contained in this Agreement which are not fully expressed herein.
9. Any notice required to be given hereunder shall be delivered personally or shall be sent by first class mail, postage prepaid, return receipt requested to the respective parties at the addresses given in the Preamble of this Agreement, which addresses may be changed by the parties by written notice conforming to the requirements of this paragraph. Any such notice deposited in the mail shall be conclusively deemed delivered to and received by the addressee five (5) days after deposit in the mail, it all of the foregoing conditions of notice shall have been satisfied.
10. Volunteer may not assign this Agreement or his or her rights or duties herein.
11. This Agreement shall be executed under the laws of the State of Georgia
12. The failure of any party to insist in any one or more instances, upon strict performance of any one of more of the provisions, terms and conditions of this Agreement or to exercise any right or rights hereunder shall not be construed as a waiver thereof, and any and all such provisions, terms, conditions and rights shall continue and remain in full force and effect.
13. This Agreement shall be binding on and inure to the benefit of the respective parties and their respective heirs, legal representatives successors and assigns.
14. In the event that any party to this Agreement institutes any action or proceeding including, but not limited to, litigation and arbitration, to preserve, protect or to enforce any right or benefit created by or granted under this Agreement, the prevailing party in each respective tribunal or body, as may be appropriate to an award in said action or proceeding of that sum of money which represents the attorney’s fees reasonable incurred by the prevailing party in negotiating any and all matters underlying said action or proceeding and in preparation for-instituting said action or proceeding.
15. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
16. This Agreement may be executed in counterparts, each of which shall be deemed an original.
17. This Agreement and its attached Exhibit sets forth the entire agreement of the parties hereto with respect to the subject matter hereof and may be modified or amended only by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this \_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_20\_\_\_\_\_.

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Volunteer Name (Print)

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Volunteer Signature

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Signature of Authorized Officer