

## DONATION AGREEMENT

\_\_\_\_\_ [NAME OF VOLUNTEER} (“Volunteer”) and The NY-NJ Trail Conference (“Trail Conference”) agree as follows:

1. Volunteer wishes to support the charitable and educational purposes of the Trail Conference by creating the following written material for the Trail Conference:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ( the “Materials”). Volunteer understands and agrees that Volunteer will not receive any payment for the Material other than the recognition and personal satisfaction he or she receives as a supporter of the Trail Conference and its causes. Volunteer may elect to terminate his/her services at any time, and upon any such termination, will deliver all Materials created prior to such termination to the Trail Conference.

2. Volunteer agrees that the Materials are a “work for hire” under U.S. copyright laws and, therefore, the Trail Conference owns all rights in the Materials, including the copyright. In the alternative, Volunteer assigns to the Trail Conference all rights to the Materials, including the copyright. The Trail Conference may, without any notice or compensation to the Volunteer, publish, republish (or license a third party to do so) or sell the Materials in print, on the World Wide Web or in any other electronic or digital format or any other medium or format known now or invented in the future. If the Materials contain any material owned by a third party, Volunteer will provide the Trail Conference with a written consent of the third party who owns or controls such material.
3. Volunteer will perform his/her services as an independent contractor and consultant, and Volunteer will not be deemed to be an employee, partner or agent of the Trail Conference.
4. This agreement will be interpreted under the laws of the state of New York, without regard to conflict of laws principles. This agreement contains the entire agreement between the parties concerning the subject matter hereof and supersedes any prior representations, commitments, understanding, undertakings or agreements concerning the subject matter hereof. This agreement may only be amended in writing signed by both parties.

**AGREED TO ON \_\_\_\_\_, 2\_\_\_\_ BY:**

**NY-NJ TRAIL CONFERENCE**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Volunteer**