SESSION DESIGNER AGREEMENT

December 2022

The Design Session program facilitates informal consultations (a "Session") wherein professional designers (each, a "Session Designer") provide nonprofits, businesses, and individuals with conceptual ideas for design-related projects (each, a "Project") on a volunteer basis. This community service is offered through Storefront for Community Design ("Storefront"). Session Designers must read and sign the Session Designer Agreement, as updated from time to time, on an annual basis and must adhere to the provisions contained therein. Session Designers will also be required to waive and release Storefront from liability, pursuant to the terms below:

QUALIFICATION

Session Designers must hold a professional degree in their field or demonstrate qualifications and experience in a design field. Session Designers must attend one orientation session with the Program Director to learn the history, mission, and procedures of volunteering at Storefront.

DELIVERABLES

Sessions should yield a diagram or sketch, a project action plan, a list of resources, conceptual design advice in written form or a graphic/brand strategy. Session Designers may not produce construction documents or deliver brand assets for the Design Session program. Before sending deliverables to the applicant, all deliverables should be sent to the Program Director for review. All work produced by consultants is owned by Storefront.

CODE OF ETHICS

In accordance with Storefront's Design Session program, Session Designers will seek to inform clients of the highest quality design opportunities, options, and incentives; provide professional advice to the best of their ability; adhere to policies of the Session Designer Agreement; and refrain from solicitation of clients before and during the Design Session. Storefront reserves the right to terminate the active status of Session Designers who do not adhere to the provisions contained herein, or those who do not respond to opportunities to volunteer for an extended period of time. Terminated Session Designers will receive written notification.

INSTRUMENT OF USE LICENSE

All drawings, documents, and other work product prepared by Storefront or the Session Designer are instruments of Storefront's service and are for your use solely with respect to your Project. Storefront shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the Project, your breach of any term agreed to in the Design Session application, or upon receipt of written notice from Storefront given for any reason or no reason, your right to use the instruments of service shall cease. When transmitting or exhibiting copyright-protected information for use on your Project, the transmitting or exhibiting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit or exhibit the information for its use on your Project. Except for the licenses granted herein, no other license or right shall be deemed granted or implied. You shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of Storefront.

AGREEMENT, WAIVER, AND RELEASE

Having read the provisions of the Design Session program, with a complete understanding of the terms stated herein, and in consideration for Storefront's acceptance of my application to be a volunteer consultant, I, for myself and anyone entitled to act on my behalf, agree to be bound by the Session Designer Agreement. I acknowledge receipt and review by me of the Session Designer Agreement policy as presently in effect. My signature on this document indicates my agreement to be legally bound by the provisions contained herein. I hereby waive and release Storefront from all claims or liabilities of any kind arising out of, resulting from, or in any way related to my participation in the Design Session program, whether arising out of contract, warranty, or tort (including negligence), under strict liability or any other theory of liability. I further agree to save, hold harmless, and indemnify Storefront from and against any and all claims, actions, demands, injuries, damages, losses, liabilities, costs or expenses, including attorney fees and court costs, arising out of, resulting from, or in any way related to my participation in the Design Session program, regardless of any negligence or other fault or wrongdoing by Storefront.

NAME

SIGNATURE

DATE

Storefront for Community Design

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