



# CHILD PROOF ADVICE

Empowering Through Education to Improve Child Safety

[www.childproofadvice.org](http://www.childproofadvice.org)

*"You make a living by what you get, you make a life by what you give."  
Winston Churchill*

## ***Volunteer Application***

(Please print clearly; to be accepted, you must complete all sections)

Name \_\_\_\_\_

First

Last

Middle

Home Address \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

Work

Home

Mobile

Date of Birth : \_\_\_\_\_

Your present or most recent career title, occupation or profession : \_\_\_\_\_

Education or Training : \_\_\_\_\_

List prior or current Volunteer positions : \_\_\_\_\_

List special skills or areas of interest you are willing to share as a Volunteer : (check all that apply)

Administrative : \_\_\_\_\_ Office / Clerical                      Translator \_\_\_\_\_

Accounting : \_\_\_\_\_ QuickBooks Manager

Communications: \_\_\_\_\_ (Writer of Articles/Tips)                      Marketing Material Designer \_\_\_\_\_

Technical : \_\_\_\_\_ Website Design / Maintenance                      Social Media Manager \_\_\_\_\_

Languages : \_\_\_\_\_ English      \_\_\_\_\_ Spanish      \_\_\_\_\_ Other ( \_\_\_\_\_ )

Other Interests: \_\_\_\_\_

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(Please print clearly; to be accepted, you must complete all sections)

What days are you available to help : \_\_\_ Mon \_\_\_ Tues \_\_\_ Wed \_\_\_ Thurs \_\_\_ Fri \_\_\_ Sat

What hours are you available to help : \_\_\_\_\_ a.m. \_\_\_\_\_ p.m.

Transportation : \_\_\_ Personal Vehicle \_\_\_ Public Transportation \_\_\_ Taxi \_\_\_ Walk

Driver's License No : \_\_\_\_\_ State \_\_\_\_\_ Expiration: \_\_\_\_\_

Vehicle Insurance : \_\_\_ Yes \_\_\_ No Insurance Company : \_\_\_\_\_

**References:** (minimum of three required – two supervisors and one personal)

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**Emergency Contact Information:**

Contact : \_\_\_\_\_ Relationship : \_\_\_\_\_

Emergency Address : \_\_\_\_\_

Emergency Telephone : Home \_\_\_\_\_ Mobile \_\_\_\_\_

Please read the following, sign and date this form :

**I hereby give my consent for Child Proof Advice to share this information with others involved in the selection of Volunteers and for any reference or background checks that may be required to be conducted. Further, I release Child Proof Advice from responsibility and financial obligation for any personal accident, injury or medical emergency that may develop while employed as a Volunteer for Child Proof Advice.**

Volunteer's Signature \_\_\_\_\_ Date \_\_\_\_\_

**Comments:**

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4036 Bannockburn Place, Suite I  
Charlotte, NC 28211  
704-364-9817

*childproofadvice.org*  
*a 501(c)(3) organization*

## Standard Volunteer Agreement

Child Proof Advice

Date: \_\_\_\_\_

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**VOLUNTEER AGREEMENT**, entered into and effective as of date noted above and between ("Company") and ("Employee / Volunteer").

### **1. Employment, Duties and Acceptance**

1.1 Company hereby employs Employee for the Term (as defined in Section 2 hereof) to render exclusive and part-time services to Company engaged in the business of teaching child proofing a home and in connection therewith to devote their best efforts to the affairs of the Company and to perform such duties as a Volunteer and as Employee shall reasonably be directed to perform by officers of the Company.

1.2 Employee hereby accepts such employment and agrees to render such services. Employee agrees to render such services at Company's offices located at 4036 Bannockburn Place, Suite I, Charlotte, NC 28211 or at their personal residence, but Employee will travel on temporary trips to such other place or places as may be required from time to time to perform their duties hereunder. During the Term hereof, Employee will not render any services for others, or for Employee's own account, in the business of teaching child proofing the home and will not render any services to any supplier or significant customer of Company.

### **2. Term of Employment**

**2.1** The term of Employee's employment pursuant to this Agreement (the "Term") shall begin on the date hereof, and shall end on an undetermined future date, subject to the provisions of Article 4 of this Agreement providing for earlier termination of Employee's employment in certain circumstances.

### **3. Compensation**

**3.1** As compensation for all services to be rendered pursuant to this Agreement to or at the request of Company, Employee agrees to perform said services as a Volunteer of the organization expecting no form of compensation at this time. Compensation is subject to review at a later date.

The Salary set forth hereinabove shall be payable in accordance with the regular payroll practices of the Company for executives. All payments hereunder shall be subject to the provisions of Article 4 hereof.

**3.2** Company shall pay or reimburse Employee for all pre-approved necessary and reasonable expenses incurred or paid by Employee in connection with the performance of services under this Agreement upon presentation of expense statements or vouchers or such other supporting information as it from time to time requests evidencing the nature of such expense, and, if appropriate, the payment thereof by Employee, and otherwise in accordance with Company procedures from time to time in effect. All expected expenses will only be reimbursed if they have been approved by an Officer of said company prior to their occurrence.

**3.3** During the Term, Employee shall be entitled to participate in any group insurance, qualified pension, hospitalization, medical health and accident, disability, or similar plan or program of the Company now existing or hereafter established to the extent that they are eligible under the general provisions thereof. Notwithstanding anything herein to the contrary, however, Company shall have the right to amend or terminate any such plans or programs.

### **4. Termination**

**4.1 Specified Cause.** Company may at any time during the Term, by notice, terminate the employment of Employee for malfeasance, misfeasance, or nonfeasance in connection with the performance of Employee's duties, the cause to be specified in the notice of termination. Without limiting the generality of the foregoing, the following acts during the Term shall constitute grounds for termination of employment hereunder:

**4.1.1** Any willful and intentional act having the effect of injuring the reputation, business, business relationships of Company or its affiliates;

**4.1.2** Conviction of or entering a plea of nolo contendere to a charge of a felony or a misdemeanor involving moral turpitude;

**4.1.3** Material breach of covenants contained in this Agreement; and

**4.1.4** Repeated or continuous failure, neglect, or refusal to perform Employee's duties hereunder.

## **5. Protection of Confidential Information**

**5.1** In view of the fact that Employee's work as an employee of Company will bring Employee into close contact with many confidential affairs of the Company and its affiliates, including matters of a business nature, such as information about costs, profits, markets, sales, and any other information not readily available to the public, and plans for future developments, Employee agrees:

**5.1.1** To keep secret all confidential matters of Company and its affiliates and not to disclose them to anyone outside of Company, either during or after Employee's employment with Company, except with Company's written consent; and

**5.1.2** To deliver promptly to Company on termination of Employee's employment by Company, or at any time Company may so request, all memoranda, notes, records, reports, and other documents (and all copies thereof) relating to Company's and its affiliates' businesses which Employee may then possess or have under the Employee's control.

## **6. Ownership of Results of Services:**

**6.1** Company shall own, and Employee hereby transfers and assigns to it, all rights of every kind and character throughout the work, in perpetuity, in and to any material and/or ideas written, suggested, or submitted by Employee hereunder and all other results and proceeds of Employee's services hereunder, whether the same consists of literary, dramatic, mechanical or any other form of works, themes, ideas, creations, products, or compositions. Employee agrees to execute and deliver to Company such assignments or other instruments as Company may require from time to time to evidence its ownership of the results and proceeds of Employee's services.

**7. Notices:**

**7.1** All notices, requests, consents and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or sent by email, or mailed first-class, postage prepaid, as follows:

If to Employee: \_\_\_\_\_  
Email : \_\_\_\_\_

If to Company: 4036 Bannockburn Place, Suite I, Charlotte NC 28211  
Email : mwrenn@childproofadvice.org

With copies to: duly appointed attorney for the Company or as such other addresses as either party may specify by written notice to the other as provided in this Section 7.1.

**8. General**

**8.1** It is acknowledged that the rights of Company under this Agreement are of a special, unique, and intellectual character which gives them a peculiar value, and that a breach of any provision of this Agreement (particularly, but not limited to, the exclusivity provisions hereof and the provisions of Article 5 hereof), will cause Company irreparable injury and damage which cannot be reasonably or adequately compensated in damages in an action at law. Accordingly, without limiting any right or remedy which Company may have in the premises, Employee specifically agrees that Company shall be entitled to seek injunctive relief to enforce and protect its rights under this Agreement.

**8.2** This Agreement sets forth the entire agreement and understanding of the parties hereto, and supersedes all prior agreements, arrangements, and understandings. Nothing herein contained shall be construed so as to require the commission of any act contrary to law and wherever there is any conflict between any provision of this Agreement and any present or future statute, law, ordinance or regulation, the latter shall prevail, but in such event the provision of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements. Without limiting the generality of the foregoing, in the event that any compensation or other monies payable hereunder shall be in excess of the amount permitted by any such statute, law, ordinance, or regulation, payment of the maximum amount allowed thereby shall constitute full compliance by Company with the payment requirements of this Agreement.

**8.3** No representation, promise, or inducement has been made by either party that is not embodied in this Agreement, and neither party shall be bound by or liable for any alleged representation, promise, or inducement not so set forth. The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

**8.4** The provisions of this Agreement shall inure to the benefit of the parties hereto, their heirs, legal representatives, successors, and assigns. This Agreement, and Employee's rights and obligations hereunder, may not be assigned by Employee. Company may assign its rights, together with its obligations, hereunder in connection with any sale, transfer or other disposition of all or substantially all of its business and assets. Company may also assign this Agreement to any affiliate of Company; provided, however, that no such assignment shall (unless Employee shall so agree in writing) release Company of liability directly to Employee for the due performance of all of the terms, covenants, and conditions of this Agreement to be complied with and performed by Company. The term "affiliate", as used in this agreement, shall mean any corporation, firm, partnership, or other entity controlling, controlled by or under common control with Company. The term "control" (including "controlling", "controlled by", and "under common control with"), as used in the preceding sentence, shall be deemed to mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such corporation, firm, partnership, or other entity, whether through ownership of voting securities or by contract or otherwise.

**8.5** This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms or covenants hereof may be waived, only by a written instrument executed by both of the parties hereto, or in the case of a waiver, by the party waiving compliance. The failure of either party at any time or times to require performance of any provisions hereof shall in no manner affect the right at a later time to enforce the same. No waiver by either party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such breach, or a waiver of the breach of any other term or covenant contained in this Agreement.

**8.6** This Agreement shall be governed by and construed according to the laws of the State of North Carolina applicable to agreements to be wholly performed therein.

*Standard Volunteer Agreement  
Child Proof Advice*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

**Child Proof Advice, Inc.**

*Marjorie*

*Wrenn*

\_\_\_\_\_  
By: Marjorie Wrenn

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

\_\_\_\_\_  
Title: President

\_\_\_\_\_  
Title: Volunteer

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

*Electronic signatures are acceptable for this document*