



## AGREEMENT FOR VOLUNTEER HOME REPAIR

Tree of Life Ministries provides volunteer home repairs for limited income Homeowner(s) who are unable to do the work themselves and otherwise do not have the financial means to pay for the repairs. This Agreement between Tree of Life Ministries (“TOL”) and the undersigned homeowner(s) (“Homeowner(s)”) (collectively, the “Parties”) is binding upon the Parties. The Parties agree as follows:

- Homeowner(s) will not be charged for the work performed on the Home unless otherwise defined in a Partner Care Agreement.
- It is Homeowners’ intention to remain in the Home for a minimum of two years after completion of repair work performed.
- The labor will be performed by skilled & unskilled volunteers.
- None of the work done is warranted or guaranteed.
- The work to be done will be that which is previously discussed with Homeowner(s) by a representative of TOL and Homeowner(s) understand that there is no guarantee as to the amount of work which may be completed.
- All costs of materials, tools, supplies, hardware, permits, licenses and shall be borne by TOL, unless otherwise defined in a TOL Partner Care Agreement. All costs of utilities, including but not limited to electrical energy, water, and any other utility usage shall be borne by the Homeowner(s).
- *General Waiver and Release.* In consideration for the work to be performed free of charge by the volunteers organized by TOL for the benefit of Homeowner(s), and in light of the aims and purposes of the community service provided by TOL in organizing this home repair and/or renovation, and as an express condition of Homeowner(s)’ acceptance of this Agreement, Homeowner(s) hereby waive, release, acquit, and forever discharge TOL, its affiliated or related entities, and any officers, directors, employees, volunteers, representatives, assigns, attorneys, and/or other agents of any of the same, including but not limited to the Board of Directors of TOL, the members thereof, members of any Committee of the Board of Directors of TOL, and members of any Advisory Board of the Board of Directors (all collectively the “Released Parties”), from any and all claims, causes of action, liabilities, costs, expenses, demands, fines, penalties, duties and/or obligations of any kind whatsoever, whether statutory, constitutional, at common law, or otherwise, that Homeowner(s) now have or may have, known or unknown, asserted or unasserted, directly or indirectly attributable to the repair and/or renovation of the Home. This waiver and general release also includes, but is not limited to, any and all claims or causes of action for breach of contract, intentional or negligent infliction of emotional distress, defamation, libel, slander, personal injury, any act contrary to the public policy of Virginia, any other violation of the common law of Virginia or of any other state, and any other legal and equitable claims of any kind based on any injury, or damage, whether known or unknown, asserted or unasserted, that may result as a consequence of the repair and/or renovation of the Home.
- Homeowner(s) and any able bodied family member will work alongside the volunteer group to make necessary repairs to the Home.
- TOL may photograph the Home, Homeowner(s) and any family members while they are working at the Home and publish such photographs on the TOL Facebook page and in other TOL promotional material.
- Homeowner(s) understand that if Homeowner(s), or any able family member, disrupt the work of the volunteers, or refuse to help or leave the site during the work day, and pursuant to the request of the TOL representative, TOL will not perform or complete the repairs on the Home.

- Homeowner(s) are aware that TOL may need to remove, discard or relocate objects within the home to enable the individual and/or family members to remain living in a safe, sanitary and healthy environment. Homeowner(s) agree to release and hold harmless TOL in its determination of what constitutes a safe, sanitary and healthy environment.
- Homeowner(s) understand that if the volunteers are placed in an unsafe work environment, TOL will not perform or complete the repairs on the Home. Homeowner(s) agree to release and hold harmless TOL in its determination of what constitutes an unsafe work environment.
- Homeowner(s) hereby give permission to TOL to investigate and confirm the validity of the personal information provided to TOL by Homeowner(s) in order to establish eligibility for this program, including but not limited to Homeowners' financial information and the property deed of the Home.
- *Dispute Resolution.* Consistent with biblical commands (see Matthew 18:15-20, I Corinthians 6:1-8), any claim(s) and/or dispute(s) related to this Agreement that the Parties are unable to resolve among themselves shall be settled by mediation and, if necessary, legally binding arbitration under the *Rules of Procedure for Christian Conciliation* of the Institute for Christian Conciliation (at [www.hispeace.org](http://www.hispeace.org)). The Parties agree that any arbitration award may be entered in any court having jurisdiction, and both expressly waive their right to file a lawsuit(s) or claim(s) against one another for such disputes, except to enforce an arbitration decision. Notwithstanding the foregoing, and in addition to and without limiting any remedies available to TOL, in the event of actual or threatened violation of the provisions of this Agreement, to prevent or minimize irreparable harm, which the Parties agree TOL would suffer in the event of any such violation, TOL shall be entitled to obtain from the mediator/arbitrator and/or from any court of competent jurisdiction a temporary restraining order and/or other injunctive relief available to TOL to compel compliance with or prevent breach of such provision. Homeowner(s) agree that if TOL seeks and/or obtains a temporary restraining order and/or other injunctive relief, and/or if Homeowner(s) breach the terms of this section or any other section in this Agreement, Homeowner(s) will be liable for all legal fees, costs, and expenses incurred by TOL as a result of such action, to the extent permitted under applicable federal and state laws and regulations.
- This Agreement shall be construed and governed by the laws of the Commonwealth of Virginia, without regard to its choice of law rules.

Here are the repairs that Tree of Life Ministries will be performing: \_\_\_\_\_  
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Homeowner(s) certify that the information on Homeowners' application is accurate and that Homeowner(s) own the property at the address given on the application. Homeowner(s) hereby release and hold harmless Tree of Life Ministries and all associated with it from any and all liability whatsoever.

\_\_\_\_\_/\_\_\_\_\_  
 Homeowner Signature / Date

\_\_\_\_\_/\_\_\_\_\_  
 Homeowner Signature / Date

Preparer Signature\* \_\_\_\_\_ Date \_\_\_\_\_

\* If you are not the homeowner, but are assisting the homeowner(s) in completing this application, then please provide the following information in addition to your signature:

Phone: \_\_\_\_\_ Email: \_\_\_\_\_ Print Name: \_\_\_\_\_

Relationship to Homeowner(s): \_\_\_\_\_