



**Sole Proprietorship**

**NONPROFIT SERVICES  
TERMS AND CONDITIONS**

The following Terms and Conditions (the “Terms” or individually as a “Term”) outline the volunteer and at-will relationship between Nicholas R. Barrow, SP, herein as “NRB, SP”, and any active 501(c)(3) Nonprofit Organization (the “Organization”) for NRB, SP to provide website and web-platform design Services (the “Services”) at no profit to NRB, SP.

1. The Organization shall submit a Request to NRB, SP for him to perform Services for them, provided that the Organization understands that NRB, SP is under no obligation to perform any Services. This Request shall be in verbal or written form, such as an email, phone call, or in-person meeting, or in a form that NRB, SP is free to prescribe at any time and free to change, alter, or update at any time.
2. NRB, SP, is not obligated to contract or perform any Services for the Organization, and will perform any Services by his own decision and at his own will.
3. Before NRB, SP agrees to perform any Services for the Organization, he is entitled to Conference with the Organization’s members to review the Request and to determine:
  - a. If he has the prerequisite knowledge to meet their Request and desired design;
  - b. If he has the availability to meet a reasonable timeframe to complete their Request and desired design; and
  - c. If he is able to perform any Services for an Organization.
4. Upon Conference, NRB, SP is free to:
  - a. Decline the Request to perform Services for the Organization for any and all reasons;
  - b. Accept the Organization’s request to perform Services, in part or in whole; or
  - c. Any other response that NRB, SP sees fit to make.
5. If NRB, SP agrees to perform any or all Services under the Request, the Organization must complete certain documents and authorizations prior to any work being conducted.
  - a. The Organization must agree to NRB, SP’s “STANDARD RELEASE TO INCLUDE SERVICES IN PORTFOLIO” in its entirety, unless NRB, SP decides to make a written exception at his free will.
  - b. The Organization must agree to NRB, SP’s “GENERAL RELEASE OF LIABILITY” in its entirety, unless NRB, SP decides to make a written exception at his free will.
  - c. The Organization must agree to NRB, SP’s “SERVICE AGREEMENT”, along with any accompanying documents, in their entirety, unless NRB, SP decides to make a written exception at his free will.

6. Once a Request is accepted, in part or whole, by NRB, SP, he is under no obligation to complete Services. NRB, SP, will act in good faith to complete all Services. However, NRB, SP is free to terminate Services at any time, for any reason.
7. NRB, SP shall provide any and all Services that he accepts at no profit to himself. However, the Organization is responsible to reimburse NRB, SP for any Expenses (the "Expenses") incurred on their behalf, so long as:
  - a. The Organization is notified of an expense prior to NRB, SP executing the incurment of that expense; and
  - b. The Organization approves of an expense under Term 7(a).
8. The Organization is required to pay for any of the following Expenses under procedures outlined under Term 7:
  - a. Domain hosting;
  - b. Domain registration;
  - c. Website hosting;
  - d. Website registration; or
  - e. Any other third-party expense that generates no profit for NRB, SP.
9. NRB, SP is free to Amend these Terms at any time, for any reason, without any warning or notification, provided that any accepted Request that is active at the time of Amendment is notified of the update.
10. No Organization is entitled to any Service, interview, meeting, or other activity under these Terms, nor should they be construed to constitute such.
11. NRB, SP is not entitled to perform any Service, interview, meeting, or other activity under these Terms, nor should they be construed to constitute such.

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Enacted: August 12, 2020