



## NEST Full Membership Terms and Agreement Form

1. I understand that this membership entitles me to the services of NEST, including access to (i) certain volunteer services at no cost beyond membership fees, and (ii) referrals for certain paid service providers, suppliers and/or vendors.
2. NEST will pre-screen volunteers, paid service providers, suppliers and/or vendors using the process described on Appendix A. My initials at the end of this section indicate that I have read and understand the terms of Appendix A. Initial here: \_\_\_\_\_ Initial here: \_\_\_\_\_
3. NEST cannot ensure that a volunteer, service provider, supplier and/or vendor will be available to provide the services or goods I request at the time I request them.
4. I understand that, apart from NEST volunteer services, I am solely responsible for paying for the services or goods provided to me through NEST referrals. I further understand that I will make these payments directly to the service providers, suppliers and/or vendors, and not to NEST.
5. I understand that the volunteers, service providers, suppliers and/or vendors provided or referred to me by NEST are not employed or contracted by NEST in any way, and NEST does not compensate them to be part of the NEST network.
6. I understand and agree that, with respect to services rendered to me by volunteers, paid service providers or any other third party referred to me by NEST, in no event shall NEST or any of its authorized representatives be liable under this agreement to me/us or any third party for any consequential, incidental, indirect, exemplary, special, or punitive damages, whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damages were foreseeable.
7. I further agree to hold NEST harmless from and against any cost, expenses or damage (including without limitation, reasonable attorney's fees) arising in connection with any and all claims brought by or through me (including claims brought by volunteers, service providers or any other third party in connect with services rendered to me as a NEST member), including but not limited to claims brought by insurance carriers.
8. I understand that in no event shall NEST's aggregate liability arising out of or related to this agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the amount of the annual NEST membership fee applicable to the year in which the event giving rise to the claim occurs.
9. In order for NEST to monitor its members' needs and levels of satisfaction, I authorize volunteers and third-party service providers to share non-medical data with NEST about the services I use.
10. I understand that NEST reserves the right to be in touch with the Emergency Contact person(s) listed on the previous page in case of situations of health or safety concerns.



11. I understand that NEST reserves the right to unilaterally terminate my membership under this agreement, with or without cause, and with or without providing me with advance notice. If NEST unilaterally terminates my membership, I have the right to be refunded a portion of my annual membership fee, pro-rated, minus the established set-up fee, for the number of days remaining in my membership year, within 30 days after NEST notifies me that it is terminating my membership.
12. I understand that I can terminate my NEST membership if I move out of the service area. If I terminate my NEST membership because I have moved out of the service area, NEST will refund me a portion of my annual membership fee, pro-rated, minus the established set-up fee, for the number of days remaining in my membership year, within 30 days after I notify NEST that I am terminating my membership.
13. I understand that the annual membership dues for NEST are \$600 (for an individual membership) or \$900 (for a two-person household membership), and that these dues may be paid in a one-time payment at the time of my enrollment or in 12 monthly installments, as shown on the table below. I understand that if I choose to pay my membership dues on a monthly basis, I am still committing to an annual membership with NEST, and that I am responsible for making all 12 payments.
14. I understand that NEST charges a [one-time] non-refundable set-up fee of \$90 (for an individual membership) or \$125 (for a two-person household membership). This fee is due at the time of my enrollment and is included in the annual membership fee only if I choose to pay my membership fee in full at time of enrollment. If I choose to pay my membership fee in 12 monthly installments, I understand that I will have to pay the set-up fee as an additional charge at the time of my enrollment, as shown on the table below.

**NEST MEMBERSHIP DUES**

	Individual Membership Dues		Household (2 person) Membership Dues	
Payment Schedule	Non-refundable Set-up Fee	Annual Membership Fee	Non-refundable Set-up Fee	Annual Membership Fee
One-time payment	\$90 (included in membership fee)	\$600	\$125 (included in membership fee)	\$900
Monthly payments	\$90	\$50	\$125	\$75

15. If I choose to make one annual payment, I may do so by check, credit or debit card. If I choose to make 12 monthly payments, I may do so online through the NEST website, where I will pay the set-up fee and arrange for 12 automatic withdrawals from my checking/savings account or credit card. I understand that it is my sole responsibility to keep my online payment information up to date.

Membership:        \_\_\_\_\_ Individual        \_\_\_\_\_ Two Person Household        \_\_\_\_\_ Other

Dues:                \_\_\_\_\_ One Payment        \_\_\_\_\_ Monthly,        Withdrawal Date \_\_\_\_\_



I have read and understood the terms of this agreement and Appendix A, and by my signature below, I am pleased to become a member of NEST under these terms.

Information you supply on this form will not be shared with anyone outside the NEST staff. We will only use your email address and mailing address to share information with you relevant to the mission of NEST.

Signature (A) \_\_\_\_\_ Date \_\_\_\_\_

Signature (B) \_\_\_\_\_ Date \_\_\_\_\_

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**To be completed by NEST staff**

Paid \$ \_\_\_\_\_ Date paid \_\_\_\_\_ Membership Activated from \_\_\_\_\_ to \_\_\_\_\_

Membership accepted by \_\_\_\_\_ Title \_\_\_\_\_

Payment details \_\_\_\_\_

**APPENDIX A**

**Members**

Contact the NEST office for any request, 206.525.6378. Members should not contact volunteers directly. The NEST staff may provide the vendor contact information so that members can contact vendors directly.

**Volunteers**

Volunteer applicants complete and sign an application form, and are officially enrolled, vetted and trained before performing tasks.

All volunteers pass a criminal background check and provide two personal references. Drivers' motor vehicle records are reviewed, agree to use their own insurance coverage when driving their own automobiles, and provide a copy of their driver's license, automobile registration, and auto insurance card to the NEST office prior to doing and transportation. Gas and mileage are deductible charitable contributions for income tax purposes. Parking fees that may be incurred will be paid by the member.

**Conflict of Interest**

Volunteers should not discuss, offer, or attempt to involve the members in any form in their personal or company businesses. Volunteers may not benefit from any business or personal transaction. Any attempt to do so is cause for immediate termination.



## **Privacy and Confidentiality**

Volunteers are responsible for maintaining members' privacy as well as their own and other volunteers' privacy. Such information should not be shared inside or outside the organization. If volunteers have questions regarding whether or not personal information should be shared, the Executive Director or the Board Chair should be consulted.

NEST values both its members' and volunteers' experience regarding provided services. Whenever possible, NEST follows up with both the volunteers and members regarding their service experiences.

### **Volunteers cannot:**

- Administer medications, treatment or any type of medical care.
- Attempt to lift someone who has fallen. Volunteers call 911 first, and then notify the NEST office.
- Attempt to lift someone even if they haven't fallen.
- Witness documents.
- Make personal phone calls, write emails or texts during a visit unless absolutely necessary.
- Give a member their personal phone number. All members' calls should go through the NEST office.
- Accept gifts of value; however, tea, coffee and small food items are acceptable.
- Refer members to other services or vendors.
- Accept calls from members.

## **Termination**

NEST may dismiss a volunteer if he or she fails to fulfill the duties of the position and/or meet the basic standards of professionalism set by the organization and judged essential to its performance. Grounds for dismissal may include, but are not limited to, the following:

- Misconduct or insubordination
- Being under the influence of alcohol or drugs while on duty
- Theft of property or misuse of the organization's equipment or materials
- Verbal or physical abuse of members
- Breach of confidentiality

## **Vendors**

NEST has a list of commercial vendors who have undergone a screening process. When a member has a need that exceeds the capabilities or availability of volunteers, that member will be offered the services of one or more vendor(s).

### **General Expectations**

Vendors and members understand that any agreement and payment for services are arranged directly with each other, not NEST. Vendors are asked to be responsive to feedback or requests for services from NEST members, volunteers, and staff.

Each vendor:

- Completes and submits an application form to NEST.
- Is interviewed by the Executive Director or designated staff/volunteer.



- Provides copies of license, insurance, and bond, where applicable, and at least two references who can attest to the quality of the vendor’s work, timeliness, responsiveness, and availability.

### **Privacy and Confidentiality**

Vendors are responsible for maintaining the confidentiality of all proprietary, privileged, or otherwise non-public personal information to which they are exposed, whether this information involves a NEST member, donor, or volunteer. Such information should not be shared outside the organization, including being sold or distributed, except as needed to adequately complete the work required (e.g. with subcontractors). Vendors are required to comply with the “Privacy Policy for North East Seattle Together,” located on the NEST website, as it may be amended from time to time.

### **Eligibility**

NEST invites Seattle businesses and individuals who provide services that may be useful to NEST members to apply for inclusion on the vetted vendor list. All vendors who are included on the vetted vendor list are required to go through a pre-screening or “vetting” process to ensure the safety of NEST members.

### **Vendor Recruitment**

NEST recruits vendors in several ways, which include referrals from Board of Directors members, volunteers, NEST members, and professional services such as Consumers’ CheckBook.