

# YSA Youth Venture Legal Documents

- YSA Youth Venture Conditions of Association
- YSA Youth Venture Terms
- YSA Youth Venture Legal Agreement

## YSA Youth Venture Conditions of Association

Nothing is more critical in becoming a Youth Venturer than knowing right from wrong and being trustworthy and responsible. These Conditions of Association define core standards everyone in Youth Venture can expect from their colleagues. By joining the Youth Venture community, you accept these standards as your own. You make clear that you understand the responsibilities associated with becoming a Youth Venturer, and you agree not to pursue activities that could potentially harm other individuals or teams or discredit Youth Venture as an organization.

Because these issues are so important, all of us, from your Allies to Youth Venture nationally, would be delighted to help you think them through. Please call on us if you would like to discuss any potentially controversial components of your Venture. By signing this document, you, your Venture team, and all members of the team agree to abide by the following standards of behavior. Youth Venture reserves the right to withhold or withdraw membership and support from any Venturer or team that violates any of the following principles:

1. **Violence.** Youth Venturers will not advocate for, participate in, or endorse any types of violence.
2. **Diversity.** Youth Venturers will not tolerate discrimination of any kind, including, but not limited to, discrimination on the basis of race, age, class, religion, ethnicity, nationality, gender, or sexual orientation.
3. **Illegal Activity.** Youth Venturers will not engage in or advocate for any type of illegal activity.
4. **Religious Respect.** Youth Venturers respect religious freedom. We welcome partnerships with people of faith and faith-based organizations. Youth Venturers and their teams, consistent with these values, can be moved by faith but may not coerce others or use their Venture to preach or to try to recruit or convert others.
5. **Political Partisanship.** Youth Venturers are active citizens. It is entirely appropriate for teams to undertake issue advocacy and education, including support for referenda. However, it is important that no Venture be used for partisan political ends. Venture teams may not endorse, advocate for, or promote political parties or candidates for public office – directly or indirectly.

Youth Venture supports the right of every young person to dream his or her own dream -- and to organize and make it happen. We welcome every young person who has the courage and energy to do so as members in the Youth Venture community, conditional on accepting and respecting these five values and standards of conduct. Youth Venture's support of a team does not necessarily indicate endorsement of its perspective or proposals, but rather support of the right of young people to be change agents in their communities.

## YSA Youth Venture Terms

Please review the YSA Youth Venture terms listed below and sign to indicate that you have read and agreed to the following:

- 1) Your Venture team will spend the start-up money provided by YSA Youth Venture within the first 12 months of operation and only for the purposes outlined in your YSA Youth Venture Action Plan. **Your team must keep all receipts of all expenditures and provide copies of them in your reports to YSA Youth Venture.** The 12-month period begins when you return the YSA Youth Venture Forms.

At the end of the first 3 months and at the end of the first 12 months, you and your team will provide a report directly to YSA Youth Venture. YSA Youth Venture will send you and your Venture team a report outline that will ask for:

- a. An overview of the Venture which describes the activities completed to date
  - b. Your evaluation of the progress of the Venture, including goals achieved, youth participation, and future plans
  - c. Details of how all start-up money received has been used
- 2) At the end of every month, you and your team will provide a monthly update to YSA Youth Venture. You can email, mail, or fax the monthly update to YSA Youth Venture.
  - 3) Any funds provided by YSA Youth Venture that are not spent by the end of the 12-month grant period shall be returned to YSA Youth Venture.
  - 4) **Every year that your YSA Youth Venture is operational, your team will plan and implement a National & Global Youth Service Day project. For more information on National & Global Youth Service Day visit [www.ysa.org/nysd](http://www.ysa.org/nysd).**
  - 5) You and your team will work with at least one Ally to develop your Venture.
  - 6) You and your team will acknowledge the full range of YSA Youth Venture's support in interviews, conferences, and recognition opportunities related to your Venture.
  - 7) You and your team give permission to YSA Youth Venture to use your first name, photographs and other information about you on the YSA Youth Venture website and in its promotional materials, external and internal, including all print, electronic and digital media
  - 8) You and your team agree and understand that your failure to carry out any of the terms described in this agreement may result in termination of support for your Venture.
  - 9) You and your team take full responsibility for all actions related to your Venture and understand that neither Youth Service America (YSA) nor Youth Venture are not responsible for your Venture or any of its activities.
  - 10) Your Venture will provide contact information to YSA Youth Venture for all team members, both current and in the future.

## **YSA Youth Venture Legal Agreement**

This is an important legal notice. Please read the following carefully. If you do not understand this document, please contact your Adult Ally or YSA Youth Venture.

- 1. YSA YOUTH VENTURE IS A PARTNERSHIP PROGRAM BETWEEN YOUTH VENTURE, INC. ("YV") AND YOUTH SERVICE AMERICA("YSA"). THIS PROGRAM PROVIDES ASSISTANCE, RESOURCES, AND FUNDS FOR START-UP EXPENSES TO PARTICIPANTS IN VENTURES.**
  
- 2. YSA YOUTH VENTURE TEAMS ARE REQUIRED TO PLAN NATIONAL YOUTH SERVICE DAY PROJECTS EVERY YEAR THAT THEIR VENTURE IS OPERATIONAL.**
  
- 3. THE YSA YOUTH VENTURE PROGRAM IS NOT, FOR LEGAL OR OTHER PURPOSES, A PARTNER, JOINT VENTURER, PRINCIPAL, AGENT, MANAGER, DIRECTOR, SHAREHOLDER, OR MEMBER OF ANY VENTURE OR ANY PARTICIPANT IN ANY VENTURE. NEITHER YV, YSA, NOR ANY OFFICER, DIRECTOR, OR EMPLOYEE OF YV OR YSA, HAS ANY RIGHT, POWER, OR AUTHORITY TO MAKE DECISIONS FOR OR TO BIND LEGALLY ANY VENTURE OR PARTICIPANT, OR TO CONTROL ANY OF THE ACTIVITIES, BUSINESS, OR AFFAIRS OF ANY VENTURE OR PARTICIPANT IN ANY VENTURE. PARTICIPANTS IN VENTURES ARE SOLELY AND EXCLUSIVELY RESPONSIBLE FOR MANAGEMENT AND CONTROL OF THE VENTURE, FOR THE ACTIVITIES AND BUSINESS OF THE VENTURE, AND FOR ALL OF THEIR CONDUCT, ACTS, OR OMISSIONS.**
  
- 4. PARTICIPANTS IN VENTURES ARE SOLELY RESPONSIBLE FOR CONSULTING WITH QUALIFIED PROFESSIONALS AND INVESTIGATING, UNDERSTANDING, AND COMPLYING WITH ANY AND ALL FEDERAL, STATE, AND LOCAL LAWS, CODES, REGULATIONS, AND ORDINANCES WHICH MAY APPLY TO THEIR VENTURES AND THE ACTIVITIES AND/OR BUSINESS IN WHICH SUCH VENTURES MAY ENGAGE.**
  
- 5. THERE MAY BE TAX CONSEQUENCES ASSOCIATED WITH THE FUNDS A VENTURE OR PARTICIPANTS IN A VENTURE RECEIVE FROM THE YSA YOUTHVENTURE PROGRAM, AND WITH ANY INCOME RECEIVED BY A VENTURE, WHICH MAY INCLUDE, AMONG OTHERS, AN OBLIGATION TO REPORT AS INCOME AND TO PAY TAXES ON SUCH FUNDS/INCOME TO FEDERAL, STATE, AND OR LOCAL AUTHORITIES. IT IS UP TO THE VENTURE'S PARTICIPANTS TO DETERMINE THE TAX CONSEQUENCES OF SUCH FUNDS/INCOME, AND TO COMPLY WITH ALL APPLICABLE LAWS IN ALL RESPECTS.**
  
- 6 . NEITHER YV NOR YSA CAN PROVIDE LEGAL AND TAX ADVICE. PLEASE CONFER WITH QUALIFIED PROFESSIONALS TO HELP YOU DETERMINE AND COMPLY WITH YOUR LEGAL AND TAX OBLIGATIONS.**
  
- 7. I HEREBY GIVE PERMISSION FOR MYSELF/MY CHILD TO BE INTERVIEWED BY THE MEDIA. YV, YSA AND OTHER PRINT, ELECTRONIC AND DIGITAL MEDIA MAY USE MY/MY CHILD'S PHOTOGRAPH AND STORY IN PROMOTIONAL MATERIALS INCLUDING NEWSPAPERS, MAGAZINES, RADIO, TELEVISION, INTERNET AND ALL OTHER MEDIA FORMS. MY/MY CHILD'S PROFILE AND PHOTOGRAPHS CAN APPEAR ON THE YSA OR YV WEBSITE WITH FIRST NAME, BUT NOT LAST NAME. THIS POLICY SHALL NOT LIMIT THE RIGHT TO PUBLISH PHOTOGRAPHS, STORIES OR ACTIVITIES OF ANY TEAM THAT HAS BEEN IN THE PUBLIC DOMAIN.**