

Letter of Understanding

DATE

ADDRESS

Re: **Volunteer Regional Contact Agreement**

Dear NAME,

This Letter of Understanding (“Agreement”) sets forth our agreement regarding Your responsibilities as a Volunteer Regional Contact (“Regional Contact”) for REGION (“Region”) on behalf of Black Rock City, LLC (d.b.a. “Burning Man”).

In signing this Agreement, You agree to act as the Regional Contact for Your Region. In doing so, You agree to assume the basic responsibilities outlined in the Regional Contact Role Description attached as Schedule A and the Standard Terms and Conditions attached as Schedule B. Additionally, in serving as a Regional Contact, You agree to adhere to the core values outlined in the Statement of Principles attached as Schedule C.

Although You will primarily function as a Regional Contact for Your Region, there may also be opportunities to work jointly with Burning Man in other ways, such as producing events. The terms of any such work will be outlined in separate agreements.

To assist You in Your role as a Regional Contact, Burning Man will provide You:

- Access to the on-staff Regional Coordinator and Special Events Coordinator to answer questions and provide information.
- An announcement list for REGION (REGION-announce@burningman.com)
- A document on how to administrate the regional announcement list using e-mail commands.
- Access to Burning Man staff members, event organizers, and other regional contacts, and the valuable information they have accumulated in the course of their work.
- A REGION@burningman.org alias for Your Region, and technical support.
- A local page on www.burningman.org to highlight activity in Your Region and attract new participants in your community.
- Ongoing regional web page support.
- A document on how to administrate an on-line local calendar.
- Permission to represent Yourself as a Volunteer Regional Contact to participants in your region and at the Burning Man event.
- A collaborative online environment (UltraNet) to share knowledge and work with other Regional Contacts.
- Listings for your Regional events in the Jack Rabbit Speaks—space permitting and at the discretion of its editors.

- Access to programs, content and connectivity tools that will help build regional activity, such as the “Burning Man Film Festival” and talks given by Burning Man staff.
- Referrals to local resources concerning basic legal issues, and, when possible, advice and guidance from our staff.
- Membership in the Black Rock Arts Foundation (“BRAAF”) and eligibility to serve on its Grant Advisory Committee.
- An annual ticket to the Burning Man event in appreciation for Your leadership in Your Region.

Sincerely,

Accepted by:

NAME 2
Burning Man LLC Member

NAME
Regional Contact

Date:

Date:

Schedule A

Regional Contact Role Description

A Regional Contact's (sometimes referred to herein as "RC") role to build a Burning Man community in a local area. An interest in attending Burning Man is not necessary for someone to be a member of a regional community. While Black Rock City during Burning Man is a physical and temporal manifestation of the community, it is by no means the entire experience. It is a way of life, and a way of looking at the human condition, and is not limited to the yearly gathering in the desert.

While much of this role is defined by the individual, what follows is a practical description of the actual tasks You agree to undertake as a Regional Contact.

Communicate with Burning Man – The connection between each RC and the Burning Man Project is an integral part of the Regional Network program. Communication with the Regional Coordinators on the Burning Man staff is vital to the success of the Network.

Answer email regarding Burning Man – Burning Man will provide Regional Contacts with an email alias (REGION@burningman.org) which is listed in the Regional section of the Burning Man website.

- The RC is the first point of contact for many participants, potential participants, and sometimes, local media. Those who contact an RC might be first timers seeking information from a friendly local voice, experienced burners looking to connect with others, or simply the curious.
- It may be helpful when answering these emails to create a standard response that can be tailored to answer individual questions.
- The letter should contain information about some basic resources in which participants might be interested: how to subscribe to the Jack Rabbit Speaks, local announce and discussion lists, information on upcoming gatherings, etc.
- When answering questions about the event, it is always best to direct the person to a specific page at Burningman.com using an URL, so that they might gain a greater context and be inspired toward further research.
- To do this well, you are expected to become familiar with the content and features of Burningman.com.

Administrate and moderate an announcement list – Burning Man will establish an announcement list for each Regional's area (REGION-announce@burningman.com for announcements). This list is an important tool for keeping the local community notified of events, meetings, collaborative projects, and other postings of interest to the Burning Man community. Events need not be limited to "Burning Man events" actually produced by the Regional. We encourage diversity in the type of information you disseminate. Anyone can send a post to the list, but each message routes through the RC for "moderation", so that the regional may review and approve or decline these posts. The RC should avoid posts that are inappropriately personal. The RC should also avoid posts that are politically partisan, unless such posts affect the survival of Burning Man, a regional event, or an issue the RC and Burning Man agree furthers the principles

expressed in Schedule C of this document. A document is sent to each RC demonstrating how to administrate this list using email commands.

Administrate a discussion list (if desired) – Many communities enjoy the social connectivity that is provided by an email discussion list. If the RC so desires, s/he may establish a list using a free service, such as Yahoo! Groups or Topica, or run one on his or her own server. At this time, Burning Man's server resources are not capable of running every Regional group's discussion list, but we will list instructions for how to join local discussion groups on a Regional's page, where applicable. In many areas, discussion is very active and can range off-topic; in others, discussion is light and limited to Burning Man-related talk. It is up to the local community and the Regional Contact to moderate this type of environment to fit their desires. If a Regional Contact is interested in a discussion list, but is not satisfied with these options, Burning Man will consider hosting the list for the region on the Burningman.com mail server on a case-by-case basis.

Administrate a local event calendar and web presence on burningman.com – Each region with a RC is given a web page to promote the community in their area. A questionnaire is sent to each new Regional to enable them to construct this page, which provides information on the Regional Contact and the their community, including how to subscribe to local lists. In addition, each page contains a calendar for posting events in the area. The RC administrates this calendar to monitor the events posted for their interest and appropriateness to the community.

Develop and maintain a working knowledge of Burning Man – A familiarity with the structure of the Burning Man organization assists many Regional Contacts in their own endeavors to organize people, and answer participant questions. It is necessary that an RC be subscribed to the Jack Rabbit Speaks; that s/he develop a familiarity with the Burning Man website; and that s/he—unless otherwise agreed upon—attend the event at least once within a two-year period—preferably every year. The RC should read the annual Afterburn Report to understand the event's production and infrastructure.

Help facilitate collaborative projects – A portion of a RC's task is to bring people together around projects on and off the playa. This does not mean that the RC must necessarily be the one to start or run such projects; rather, the RC should also encourage those who want to do projects that invite collaboration. Knowing the members of the local community, their interests, and their skills can help facilitate these connections.

Bring the local community together at least once a year – Real life contact is a vital part of creating and building community. **RCs are NOT required to plan big events or parties.** Hosting a simple gathering at a local coffee shop to share pictures and stories is a highly effective community builder. However, if there are people in the area who wish to put together larger events for the local community, the RC's affiliation and participation in the planning are encouraged. Note that any event that wishes to be designated an "official" regional gathering may be designated so only if the RC is actively involved -- especially when proceeds are

gained from charging an admission price. Funds from such events should be routed to benefit the local regional community and the Burning Man community at large. For example, regional groups sometimes use this money to seed future events and art projects, fund server space for local websites, award local ticket scholarships, and to make donations to the Black Rock Arts Foundation or the Burning Man Regional Network Program. Currently, use of the name “Burning Man,” “Decompression,” “Black Rock City” or “Flambé Lounge” in association with a public event requires prior approval from Burning Man.

Represent Burning Man Locally – Distributing information about Burning Man brings vital new energy to the community. By sharing newsletters, stickers, videos, and other information, Regional Contacts can reach a whole new audience of prospective community members, as well as illustrate the Burning Man ethos and culture to many who will never attend the desert event – bringing the experience of radical self-expression to a much larger audience. Burning Man will—at its cost—ship these materials to the Regional Contact from time to time for distributing in appropriate venues (example: a local community center or art school) or at Regional events.

Represent Burning Man To The Media – RCs may represent themselves as a Regional Contact to members of the media, and describe activities in their area, or their own experiences or observations about Burning Man. When doing so, it is important that the Regional keep in mind – and express to the questioner – that they are not speaking as a representative of Burning Man. Questions of an official nature (such as information about the organization, official population counts, inquiries into medical or criminal statistics, political negotiations, human resource issues, etc.) should be directed to the Regional Coordinator.

Collaborate with other Regional Contacts – It is required that RCs subscribe to the Regionals’ Discussion List, so that all Regional Contacts can share ideas, problems, and success stories with one another. By using the Regionals section of the UltraNet, Regional Contacts can facilitate learning, collaboration, filesharing, and develop team rosters and other resources. Future plans include the creation of an online archive of this list for easy access to previous discussions and information.

Schedule B

Burning Man Standard Terms and Conditions

1. Regional Contact hereby acknowledges and represents the following:
 - a. Burning Man shall retain all right, title and interest in its intellectual property and other proprietary information, including, but not limited to, its name, trademarks, speaker materials, contact lists, phone numbers, e-mail lists, and similar private information, policy documents, and all other proprietary information, whether or not translated into other languages. Regional Contact shall not, by virtue of this Agreement, acquire any right, title and/or interest in or to any proprietary information except as expressly granted herein solely for the purposes of this Agreement.
 - b. Regional Contact will not reproduce, distribute, use or otherwise exploit any Burning Man intellectual property, or proprietary information, including its name, trademarks, and proprietary technology, without Burning Man's prior written permission to do so on a case-by-case basis for specifically agreed upon uses and periods of time.
 - c. Regional Contact acknowledges that all information acquired while working with Burning Man, including, but not limited to, processes, costs, name, logo, trademarked designs, contact lists, phone numbers, e-mail lists, and policy documents constitute confidential and proprietary information ("Confidential Information"). Regional Contact shall not reproduce, disclose, distribute, sell or otherwise communicate or exploit any Confidential Information without Burning Man's prior written approval.
2. Nothing in this Agreement shall be deemed to create a partnership or other relationship between the parties and it is understood that Regional Contact is executing this Agreement as an independent entity/organization and not as an employee or partner of Burning Man. Regional Contact warrants that it has and will retain the exclusive control of the means, methods and details of fulfilling his/her obligations under this Agreement. Regional Contact agrees to perform and discharge all its obligations in accordance with all applicable laws, whether existing or future, including Social Security Laws, State Unemployment Insurance Laws, Withholding Tax Laws and the payment and report of any taxes and contributions under these laws.
3. Each party warrants and represents that each has the full right and power to make and perform this Agreement. The Letter of Understanding and the Schedules thereto shall become effective upon execution. The Agreement will remain in effect for an initial term of one year, and Regional Contact agrees to serve for the entire term unless terminated by Burning Man for the Regional Contact's failure or inability to carry out its duties under the Agreement. The Agreement shall thereafter automatically renew for successive one-year terms unless or until terminated by either party in writing. This Agreement constitutes the entire understanding of the parties and supercedes all prior agreements, relating to the

subject matter hereof. In the event of a dispute arising hereunder, the prevailing party shall be entitled to reimbursement for costs and reasonable attorney's fees. Regional Contact agrees to indemnify Burning Man and its successors, agents, employees, insurers and representatives, from all liability arising out of regional activities and/or the Regional Contact's actions concerning regional activities. Regional Contact acknowledges that the Regional Contact Role Description, Statement of Principles and Burning Man's Standard Terms and Conditions are incorporated by reference herein this Agreement (collectively, "Schedules"). Regional Contact further acknowledges that Regional Contact has reviewed the Schedules and accepts the Schedules in their entirety.

Sincerely,

Accepted by:

NAME 2
Burning Man LLC Member

NAME
Regional Contact

Date:

Date:

Schedule C

Statement of Principles

Radical Inclusion

Anyone may be a part of Burning Man. We welcome and respect the stranger. No prerequisites exist for participation in our community.

Gifting

Burning Man is devoted to acts of gift giving. The value of a gift is unconditional. Gifting does not contemplate a return or an exchange for something of equal value.

Decommodification

In order to preserve the spirit of gifting, our community seeks to create social environments that are unmediated by commercial sponsorships, transactions, or advertising. We stand ready to protect our culture from such exploitation. We resist the substitution of consumption for participatory experience.

Radical Self-reliance

Burning Man encourages the individual to discover, exercise and rely on his or her inner resources.

Radical Self-expression

Radical self-expression arises from the unique gifts of the individual. No one other than the individual or a collaborating group can determine its content. It is offered as a gift to others. In this spirit, the giver should respect the rights and liberties of the recipient.

Communal Effort

Our community values creative cooperation and collaboration. We strive to produce, promote and protect social networks, public spaces, works of art, and methods of communication that support such interaction.

Civic Responsibility

We value civil society. Community members who organize events should assume responsibility for public welfare and endeavor to communicate civic responsibilities to participants. They must also assume responsibility for conducting events in accordance with local, state and federal laws.

Leaving No Trace

Our community respects the environment. We are committed to leaving no physical trace of our activities wherever we gather. We clean up after ourselves and endeavor, whenever possible, to leave such places in a better state than when we found them.

Participation

Our community is committed to a radically participatory ethic. We believe that transformative change, whether in the individual or in society, can occur only through the medium of deeply personal participation. We achieve being through doing. Everyone is invited to work. Everyone is invited to play. We make the world real through actions that open the heart.

Immediacy

Immediate experience is, in many ways, the most important touchstone of value in our culture. We seek to overcome barriers that stand between us and a recognition of our inner selves, the reality of those around us, participation in society, and contact with a natural world exceeding human powers. No idea can substitute for this experience.