



## ADOPT-A-SPOT PROGRAM

### ADOPTION AGREEMENT

The City of Weatherford, Texas, hereinafter referred to as City, recognizing the need and the desirability of litter free public properties, enters into this Agreement with:

\_\_\_\_\_ hereinafter referred to as the Group to permit the Group to contribute toward the maintenance of a litter free community.

*By the signature of its respective duly authorized representative herein below, the Group, jointly and severally, acknowledges the hazardous nature of the work to be performed hereunder and agrees, jointly and severally, to abide by the following terms and conditions:*

1. Participants in the Group agree to obey and abide by all applicable health and safety laws and regulations and further to obey and abide by any and all terms and conditions as may be required by the City for special conditions existing in a particular adopted section or area;
2. The Group shall furnish direct and immediate adult supervision for any Group participants younger than the age of eighteen (18) years;
3. The Group agrees to adopt an area for a clean-up for a minimum period of two (2) years;
4. The Group agrees to participate in clean-ups of the adopted area a minimum of four (4) times in each twelve-month period following the execution of this Agreement;
5. The Group agrees to appoint or select a designated representative to serve as spokesperson for the Group and to enter into this Agreement on behalf of the Group;
6. The Group shall place all litter and other refuse collected during clean-up efforts in trash bags furnished by the City; *please return extra bags and vests after clean-up to the Parks and Recreation office, 119 Palo Pinto;*
7. The group may obtain materials and supplies required for clean-up efforts from the Parks and Recreation Department for the City of Weatherford during regular business hours; arrangements should be made 5 business days prior to the clean-up by calling 817-598-4124.
8. The Group agrees that all participants in clean-up efforts shall wear safety vests supplied by the City at all times during clean-up efforts; arrangements should be made 5 business days prior to the clean-up by calling 817-598-4124.
9. The Group shall maintain a first-aid kit and adequate drinking water supply at all times while participating in a clean-up effort in an adopted area;
10. The Group may renew this Agreement upon the expiration of its terms subject to approval of the City.

11. If additional terms and conditions are required for any reason, such terms and conditions shall be enumerated herein:

*By the signature of its duly authorized representative herein below, the City agrees as follows:*

1. To work with the Group to determine the specific area of the City to be adopted;
2. To erect a sign, in conformity with applicable City ordinances and regulations, which displays the Group's name or acronym and identifies the Group as having adopted the area;
3. To provide safety vests and trash bags to the Group;
4. To coordinate the removal of the filled trash bags generated by a clean-up effort; Group must inform the Parks and Recreation Department 5 business days before the clean-up event.

The Group acknowledges that the City is prohibited by law from expending any funds, directly or indirectly, for the purpose of influencing the outcome of any election or the passage or defeat of any legislation. The Group agrees that if any actions by the Group relative to the performance of this Agreement are determined to be contrary to any statutory restrictions or any restrictions on the use of appropriated funds for political activities, the City shall have the right to take any and all necessary remedial actions, including but not limited to the removal of the erected signs displaying the Group's name or acronym.

The Group agrees to hold harmless, indemnify and defend the City from any and all liability, claims, demands, suits, losses, expenses and attorney's fees incurred, arising or resulting from injury to any person, including but not limited to a participant of the Group, or property occurring during the Group's participation in any clean-up effort hereunder and/or in any manner arising out of or connected with the performance of the Group's clean-up efforts under this Agreement.

If, in the sole judgment of the City, it is determined that the Group has failed to meet and abide by the terms of this Agreement, the City may, upon thirty (30) days written notice to the Group, terminate this Agreement and remove all signs. It is agreed that this Agreement may be modified in scope or altered in any other manner by written amendment at the sole discretion of the City. The City reserves the right to modify or cancel the Adopt-a-Spot Agreement at any time and in the sole discretion of the City.

The City acknowledges and agrees that the city shall not have the right to control the group in the actual performance of the clean-up efforts in the adopted area and shall provide no supervision to the Group in such clean-up efforts. The Group acknowledges and agrees that, in each clean-up effort in which it engages, it shall act as an independent contractor.

The City hereby recognizes the Group as adopting organization for the following described area:

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The Group hereby agrees to assume responsibility for the clean-up of the above described area under the terms and conditions set out above for the period beginning on \_\_\_\_\_ and ending on \_\_\_\_\_.

The Group (type or print name as it is to appear on the sign)

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Address of Authorized Representative

\_\_\_\_\_  
Day and Night Telephone.

ACCEPTED:

\_\_\_\_\_  
Director of Transportation & Public Works      Date

\_\_\_\_\_  
Parks, Recreation & Special Events Director      Date