



# ADOPT-A-STREET PROGRAM APPLICATION

Organization Name (Applicant): \_\_\_\_\_

Organization Liaison: \_\_\_\_\_

Email Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

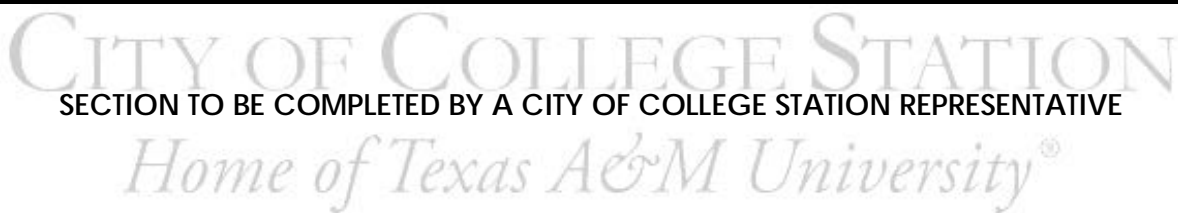
Alternate Contact Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

I, \_\_\_\_\_, acting as or for the above named Applicant, acknowledge that I have reviewed and hereby accept the provisions of the City of College Station's Adopt-A-Street Program Resolution (Number 09-21-88-06) including any amendments thereto, and agree to abide by the guidelines set therein, and to the terms and conditions in the Adopt-A-Street Program Agreement to which I have affixed my signature and which will become effective upon approval by the City of College Station, Texas.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



Assigned Street Name & Limits: \_\_\_\_\_

Received by A-A-S Coordinator: \_\_\_\_\_

Presented to Traffic Engineering Team: \_\_\_\_\_

Approved:  Denied:

Effective Date: \_\_\_\_\_ Renewal Date: \_\_\_\_\_



# ADOPT-A-STREET PROGRAM

## ADOPTION AGREEMENT TERMS & CONDITIONS

The City of College Station, by and through the Community Appearance Committee (hereinafter referred to as the "Committee") and \_\_\_\_\_ (hereinafter referred to as the "Organization") recognize the need and the desirability of litter-free streets within the limits of the City of College Station and are entering into this Agreement to permit the Organization to contribute toward the effort of maintaining litter-free streets. By the signature below, the Organization acknowledges the hazardous nature of the work and agrees to the following terms and conditions:

1. The Organization shall receive a designated section of thoroughfare, which segment shall be designated by the Committee.
2. The Organization agrees to accept responsibility for litter pick-up for a period of (2) calendar years from the approval date.
3. The Organization shall pick up litter a minimum of once every quarter, not more than once every month, or as determined by the Committee.
4. The Organization shall not subcontract or assign its duties or responsibilities to another organization, group, or enterprise.
5. All participants of the Organization participating in the Adopt-A-Street Program shall be 18 years of age or older.
6. All participants must attend a safety meeting, to be conducted by the Organization's Liaison, prior to participating in a clean-up of the Organization's assigned thoroughfare segment.
7. Participants in the Organization agree to abide and obey by the laws and regulations relating to safety, such as the terms and conditions as may be required by the Committee for special conditions on a specific assigned thoroughfare segment.
8. The Organization shall be responsible for participants from either possessing or consuming drugs or alcoholic beverages while conducting a clean-up on the assigned thoroughfare segment.
9. The Organization shall be responsible for providing and maintaining a first-aid kit and an adequate drinking water supply while participating in the litter clean-up on the assigned thoroughfare segment.
10. The Organization shall obtain supplies and materials from the City of College Station during regular business hours (Monday-Friday from 8am – 5pm). The Organization will pay for new safety vests (Class 2) to replace any that were not returned to the City of College Station or were damaged in the Organization's possession.
11. Participants shall wear City of College Station supplies and approved reflective safety vests (Class 2) during the litter clean-up.
12. The Organization shall place filled trash bags at one location near their Adopt-A-Street sign for pick-up and disposal by the City of College Station the following business day.
13. Unused materials and supplies furnished by the City of College Station shall be returned to the City of College Station within one week following the clean-up or as specified by the Adopt-A-Street Coordinator.
14. Participants shall only clean the assigned thoroughfare segment during daylight hours.
15. The organizations shall only be responsible for clean-up from the edge of right-of-way to the curb line.
16. The organization shall be responsible for clean-up of litter on both sides of the assigned thoroughfare segment.
17. The organization HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE, AND AGREES TO HOLD HARMLESS for any and all purposes the City of College Station, its agents, officers, employees, volunteers and assigns (herein referred to as "releasees") FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, OR INJURY, INCLUDING DEATH, that may be sustained by the Organization during, as a result of or arising from my participation in, and/or access to the Adopt-A-Street Program, WHETHER CAUSED BY NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

18. The Organization shall appoint or select a Liaison, the Organization Liaison shall coordinate with the City of College Station Adopt-A-Street Coordinator as necessary.
19. The Organization Liaison shall provide a listing of each participating member of the Organization in the form set forth as Exhibit A, upon execution of this agreement, and update said listing as necessary. The Organization Liaison shall provide the Adopt-A-Street Coordinator such updated listing prior to any new Organization member's participation in the Adopt-A-Street Program.
20. Each participating member of the Organization shall execute the COVENANT NOT TO SUE AND AGREE TO HOLD HARMLESS, Exhibit B, prior to any participation in the Adopt-A-Street Program. The Organization Liaison shall provide the executed hold harmless agreements to the Adopt-A-Street Coordinator prior to the first clean-up, and ensure that such additional agreements are executed and provided to the Adopt-A-Street Coordinator prior to any new Organization member's participation in the Adopt-A-Street Program.
21. Upon expiration of this agreement, the Organization shall have the first right of refusal, which right must be exercised in (30) calendar days prior to the termination of this Adoption Agreement.
22. The Organization shall have the option of renewing the Adoption Agreement subject to the approval of the Committee and continuation of the City of College Station's Adopt-A-Street Program.

The Committee agrees to accomplish the following:

1. Designate a section of thoroughfare which shall be the specific section of right-of-way adopted to the Organization.
2. Erect a sign at the beginning of the adopted section, which shall display the Organization's name or acronym.
3. Provide reflective safety vests, clean up materials, and safety literature.
4. Remove the filled trash bags within (1) business day of the clean-up.
5. Remove the litter from the adopted section only under unusual circumstances; this is removal of large, heavier, or hazardous items.

The City of College Station agrees to designate a representative as the Adopt-A-Street Coordinator and notify the Organization's Liaison of the name of the representative.

If in the sole judgement of the Committee, it is found that the adopting Organization is not meeting the terms and conditions of this Adoption Agreement, upon (30) business days the Committee may terminate the Adoption Agreement and direct staff to remove any signs.

This Agreement may be modified in scope or altered in any manner at the sole discretion of the Committee. The Committee reserves the right to modify or cancel the Adopt-A-Street Program at any time for any reason at the sole discretion of the Committee.

The Committee and the Organization both recognize and agree that in no event shall the Committee (the City of College Station) have the right to control the Organization in performing actual details of clean-up of litter from the adopted section of thoroughfare, and the Organization shall act as an independent contractor.

The Committee recognizes the Organization as the adopting Organization and the Organization accepts responsibility for the clean-up of litter on their designated section of thoroughfare. The Organization further accepts responsibility in promoting a litter-free environment in the community for a duration of (2) calendar years.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Organization Liaison Signature

\_\_\_\_\_  
Adopt-A-Street Coordinator Signature