



## KEEP ROWLETT BEAUTIFUL ADOPT-A-ROAD PROGRAM ADOPTION AGREEMENTS TERMS & CONDITIONS

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The City of Rowlett, hereinafter referred to as “City”, Keep Rowlett Beautiful, hereinafter referred to as “KRB” and \_\_\_\_\_ hereinafter referred to as “Group”, recognize the need and the desirability of litter-free Roads and are entering into this agreement to permit the Group to contribute toward the effort of maintaining litter-free Roads in Rowlett.

Group, both jointly and severally, acknowledges the hazardous nature of the work and agrees, both jointly and severally, to the following conditions:

1. Participants in Group agree to obey and abide by all laws and regulations relating to safety and such terms and conditions as may be required by City and KRB for special conditions on a particular adopted section of Road.
2. When participants are fifteen (**15**) years of age or younger, Group shall furnish adequate supervision by one or more adult.
3. Group shall conduct at least two safety meetings per year. Participants must attend a safety meeting conducted by Group before participating in a cleanup. KRB shall assist in providing materials and appropriate curriculum if needed.
4. Group shall adopt a section of Road or site from a list prepared and maintained by KRB.
5. Group shall be required to adopt a location for a minimum of two (**2**) years.
6. Group shall pick up litter a minimum of five (**5**) times per year.
7. Group shall not subcontract or assign its duties or responsibilities to any other group, organization, or enterprise.
8. Group shall appoint or select a chairperson or other representative to serve as spokesperson for Group.
9. Group shall obtain required supplies and materials from KRB during regular business hours.
10. Fold-down traffic control signs installed on Adopt-A-Road sign supports shall be folded down by Group during all cleanups and returned to the closed position after cleanups are completed.
11. Individuals shall wear approved safety vests at all times during a cleanup if adopted section is a highway, street, road, etc.

12. Group shall be responsible for prohibiting participants from either possessing or consuming alcoholic beverages while on the adopted section.
13. Group shall be responsible for placing litter in trash bags furnished by KRB.
14. Unused materials and supplies furnished by KRB shall be returned within seven days following each cleanup.
15. Group shall maintain a first-aid kit and adequate drinking water while participating in litter pickup on the adopted section. Group shall maintain transportation or communication on work site in case of emergency.
16. Group shall not pick up litter on bridges, in tunnels, in construction areas, or on overpasses. Participants shall not enter the Road. Vehicles shall be parked clear of Road.
17. Group shall not remove or attempt to remove any hazardous or potentially hazardous substances, but shall notify KRB of the presence of any such substance.
18. Group shall have the option of renewing the agreement subject to the approval of City and KRB and continuation of the Adopt-A-Road program.

**City and KRB agree to the following:**

1. Work with Group to determine the specific section of the road right-of-way or site to be adopted.
2. Provide safety vest, trash bags, and safety literature.
3. Erect a sign at each end of the adopted section with Group's name or acronyms displayed.
4. Remove filled trash bags the first working day after cleanup.
5. Remove litter from the adopted section only under unusual circumstances, such as removal of large, heavy, or hazardous items.

If the sole determination of City and KRB, it is found that Group is not meeting the terms and conditions of this agreement, upon thirty (30) days notice adoption agreement may be terminated and signs removed. This agreement may be modified in scope or altered in any manner at the sole discretion of City and KRB. City and KRB reserve the right to modify or cancel the program at any time, and for any reason.

City, KRB, and Group agree that in no event shall City or KRB have the right to control Group in performing the actual details of picking up litter from the section of Road adopted by Group, and, in picking up litter, Group shall act as an independent contractor.

City and KRB recognize Group as the adopting organization for this location (Road or site):

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and Group accepts the responsibility for picking up litter for this section of Road or site and promoting a litter-free environment in the community for a two-year period beginning

\_\_\_\_\_, and ending \_\_\_\_\_

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**Name of Group**

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**Full Address**

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**Home Phone Number**

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**Work Phone Number**

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**Cell phone Number**

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**KRB Representative**

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**Group Chairperson**

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**Authorized Signature**

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**Authorized Signature**

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**Chairperson Email Address**

## WAIVER OF CLAIM

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In consideration of being allowed to participate in the Adopt-A-Road Program and all related activities, the undersigned:

- Agrees that prior to participating, he/she will attend a safety awareness class sponsored by his/her participating group/organization.
- Agrees that prior to participating in any cleanup activity, he/she will put on a safety vest and will not participate in the Adopt-A-Road Program unless he/she is wearing the safety vest.
- Will immediately report anything he/she considers to be unsafe, and will immediately advise the Adopt-A-Road chairperson of such conditions, and may refuse to participate in such cleanup activities until such condition(s) is/are corrected.
- Acknowledges and fully understands that all Roads and/or streets may be dangerous and understands that participating in these cleanup activities may involve risk of serious injury, including permanent disability, death, severe social and economic losses which might result not only from my actions, inactions, or negligence, but also the actions, inactions, or negligence of others, the extent to which I or others practice safety and/or the conditions of work environment. Road/street, any equipment, vehicle or machinery used by the public or myself.
- Assumes all the foregoing risks and accepts personal responsibility for the damages following any injury, permanent/temporary disability or death.
- Releases, waives, and discharges any and all claims of damages (including both mental and physical) for death, personal injury and/or property which may be asserted by me or on my behalf against the City of Rowlett and/or Keep Rowlett Beautiful, their respective administrators, officials, agents, directors, and other employees.

By execution below, the undersigned hereby acknowledges that he/she has read the above and understands that substantial rights are being given up by signing this document, and that execution of this document is voluntary.

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Organization/Group)

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### INDIVIDUAL UNDER 16 YEARS OF AGE

\_\_\_\_\_  
(Consenting Parent/Legal Guardian)

\_\_\_\_\_  
(Date)



## ADOPT-A-ROAD PROGRAM SAFETY TIPS

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REMEMBER: You're working in a potentially dangerous environment...A STREET!

To protect yourself and others:

- Park all vehicles clear of Road.
- Face oncoming traffic.
- Do NOT pick up items on bridge, in tunnels or on overpasses.
- Wear light colored clothing and vest
- Wear heavy gloves
- Wear leather shoes or boots
- Wear hat and long sleeves
- Do NOT go into the street
- Do NOT remove hazardous substances
- Avoid contact with dense weeds, overgrown grass and barbed wire fences
- Stop working in inclement weather
- Avoid overexertion
- Stay clear of any construction areas
- Be alert for snakes

### **IN CASE OF EMERGENCY**

- Every crew should have a first-aid kit
- Have transportation available

## ADOPT-A-ROAD PROGRAM

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I, \_\_\_\_\_, have received and read the safety material provided by the City of Rowlett and Keep Rowlett Beautiful. I understand that I am responsible for working in a safe manner.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)