

KEEP ROWLETT BEAUTIFUL ADOPT-A-ROADWAY PROGRAM ADOPTION AGREEMENT TERMS & CONDITIONS



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 desirability of litter-free roadways and are entering into this agreement to permit the Group to contribute toward the effort of maintaining litter-free roadways 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 roadway.
2. When participants are fifteen (**15**) years of age or younger, Group shall furnish adequate supervision by one or more adult and obtain a signed Waiver of Claim.
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 will provide curriculum via email and/or website.
4. Group shall adopt a section of roadway 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 with the following applicable administration fee:
 - \$50 Individual/Family/Youth Group/School
 - \$100 Civic Group/Business/Homeowners or Property Owners Association/Non-Profit Organization
6. Group shall pick up litter a minimum of five (**5**) times per year, two (**2**) of which will be specified by KRB.
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 and advise KRB of any changes.
9. Group shall obtain required supplies and materials from KRB during regular business hours at least five (**5**) days prior to cleanup.

10. Individuals shall wear approved safety vests at all times during a cleanup if adopted section is a highway, street, road, etc.
11. Group shall be responsible for prohibiting participants from either possessing or consuming alcoholic beverages while on the adopted roadway.
12. Group shall be responsible for placing litter in trash bags furnished by KRB.
13. Unused materials and supplies furnished by KRB shall be returned within seven (7) days following each cleanup.
14. Group shall maintain a first-aid kit and adequate drinking water while participating in litter pickup on the adopted roadway. Group shall maintain transportation or communication on work site in case of emergency.
15. Group shall not pick up litter on bridges, in tunnels, in construction areas, or on overpasses. Participants shall not enter the roadway. Vehicles shall be parked clear of roadway.
16. 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.
17. Group shall have the option of renewing the agreement subject to the approval of City and KRB and continuation of the Adopt-A-Roadway program.

City and KRB agree to the following:

1. Work with Group to determine the specific section of the roadway or site to be adopted.
2. Provide safety vests, trash bags, and safety information.
3. Erect a sign at each end of the adopted roadway with Group's name or acronyms displayed.
4. Recognize participating Group through various means.
5. Remove filled trash bags the first working day after cleanup.
6. Remove litter from the adopted roadway 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 roadway 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:

(Roadway or site) and Group accepts the responsibility for picking up litter for this section of roadway or site and promoting a litter-free environment in the community for a two-year period beginning _____, and ending _____.

Name of Group

Address

April 4th

Home Phone Number

Work Phone Number

October 3rd

Cell phone Number

Group Chairperson

KRB Representative

Authorized Signature

Chairperson Email Address

Authorized Signature

WAIVER OF CLAIM

In consideration of being allowed to participate in the Adopt-A-Roadway 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-Roadway 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-Roadway 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 roadways 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. Roadway/
street, any equipment, vehicle or machinery used by the public or myself.
- Assume all the foregoing risks and accepts personal responsibility for the damages following any injury, permanent/temporary disability or death.
- Releases, waives, 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)

INDIVIDUAL UNDER 16 YEARS OF AGE

(Consenting Parent/Legal Guardian)

(Date)

ADOPT-A-ROADWAY PROGRAM SAFETY TIPS

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

To protect yourself and others:

- Park all vehicles clear of roadway.
- Face oncoming traffic.
- Do NOT pick up items on bridges, in tunnels or on overpasses.
- Wear light colored clothing and vest
- Wear heavy gloves
- Wear leather shoes or boots
- Wear a 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-ROADWAY PROGRAM

I, _____, have received and reviewed 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)

(Organization/Group)