

**APPLICATION FOR THE
ADOPT-A-STREET PROGRAM**

Group Name (Applicant): _____

Contact Person: _____

E-Mail Address: _____

Address: _____

Phone Number: _____

Street Name and Limits:

I, _____, acting as or for the above named Applicant, acknowledge that I have reviewed and hereby accept the provisions of the City's Adopt-a-Street Program including any amendments thereto, and agree to abide by the guidelines set therein, and to the terms of the ADOPT-A-STREET PROGRAM AGREEMENT to which I have affixed my signature and which will become effective upon approval by the City of Humble, Texas.

Signed,

_____ Date: _____

(TO BE COMPLETED BY THE CITY)

Reviewed by the Committee: _____

Recommendation: _____

Reviewed by City Manager or Delegate: _____

APPROVED [] DENIED []

Effective Date: _____ Renewal Date: _____

ADOPT-A-STREET PROGRAM ADOPTION AGREEMENT

TERMS AND CONDITIONS

The CITY OF HUMBLE, by and through the BEAUTIFICATION COMMITTEE (hereinafter referred to as "Committee") and _____ (hereinafter called the "Group") recognize the need and the desirability of litter free streets within the city limits of the City of Humble and are entering into this agreement to permit the Group to contribute toward the effort of maintaining litter free streets. By signature below, the Group acknowledges the hazardous nature of the work and agrees to the following terms and conditions:

1. The Group shall receive a designated section of roadway, which site shall be designated by the Committee.
2. The Group agrees to accept responsibility for litter pick-up for a period of two (2) years.
3. The Group shall pick up litter a minimum of once a quarter, not more than once every month, or as determined by the Committee.
4. The Group shall not sub-contract or assign its duties or responsibilities to any other group, organization, or enterprise.
5. All members of the Group participating in the Adopt-A-Street Program shall be 18 years or older, unless a parent or guardian authorizes the member to participate by signing the Covenant Not to Sue and Agreement to Hold Harmless (Exhibit B) on behalf of the participant.
6. All participants must attend a safety meeting, to be conducted by the Group, for participating in the first clean-up of the site.
7. Participants in the Group agree to obey and abide by the laws and regulations relating to safety and such terms and conditions as may be required by the Committee for special conditions on a particular adopted street.
8. The Group shall be responsible for prohibiting participants from either possessing or consuming alcoholic beverages while on the adopted section.
9. The Group shall be responsible for maintaining a first-aid kit and an adequate drinking water supply while participating in litter pick-up on the adopted section.
10. The Group shall obtain required supplies and materials from the City during regular business hours.
11. Participants shall wear City supplied and approved reflective safety vests during trash pick-up.
12. The Group shall place filled trash bags at one location at the adopted site for pick-up and disposal by the City the next workday.

13. Unused materials and supplied furnished by the City shall be returned to the City within one week following each clean-up.
14. Participant members will only clean-up the adopted area during daylight hours.
15. The Group shall be responsible for clean-up of litter only from edge of right-of-way to curb.
16. The Group shall be responsible for clean-up of litter on both sides of street.
17. The Group **HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE, AND AGREES TO HOLD HARMLESS** for any and all purposes the City of Humble, 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 Group during, as a result of or arising from the participation of it or any of its employees, members or participants in and/or access to the Adopt-A-Street Program, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**
18. The Group shall appoint or select a liaison. The group Liaison shall coordinate with the City representative as necessary.
19. The Group's liaison shall provide a listing of each participating member of the group in the form set forth as **Exhibit A**, upon execution of this Agreement, and update said listing as necessary. The group Liaison shall provide the City representative such updated listings prior to the participation of any new Group member's participation in the Adopt-A-Street Program.
20. Each participating member of the Group shall execute the attached COVENANT NOT TO SUE AND AGREEMENT TO HOLD HARMLESS, **Exhibit B**, prior to any participation in the Adopt-A-Street Program. The Group's liaison shall provide the executed hold harmless agreements to the City Representative prior to the first clean-up, and ensure that such additional agreements are executed and provided to the City Representative prior to any new Group member's participation in the Adopt-A-Street Program.
21. Upon expiration of this agreement, the Group shall have the first right of refusal, which right must be exercised thirty (30) days prior to the termination of this agreement.
22. The Group shall have the option of renewing the agreement subject to the approval of the Committee and continuation by the City of the Adopt-a-Street program.

The Committee agrees to accomplish the following:

1. Designate a section of a thoroughfare which shall be the specific section of street right-of-way adopted to the Group.
2. Erect a sign at the beginning of the stretch, which shall display the Group's name or acronym.
3. Provide reflective vests, trash bags, cones, and safety literature.
4. Remove the filled trash bags the first work day after pick-up.
5. Remove the litter from the adopted section only under unusual circumstances, that is, removal of large, heavier hazardous items.

The City agrees to designate a representative from time to time and notify the Group's liason of the name of that representative.

If in the sole judgment of Committee, it is found that the adopting Group is not meeting the terms and conditions of this agreement, upon thirty (30) days notice 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. Committee reserves the right to modify or cancel the program at any time for any reason at the sole discretion of the Committee.

The Committee and Group both recognize and agree that in no event shall Committee (City) have the right to control the Group in performing actual details of the picking up of litter from the section of roadway adopted by the Group, and in picking up litter The group shall act as an independent contractor.

The Committee recognizes the Group as the adopting organization for the (*street name*) _____ and the Group accepts responsibility for the picking up of litter on this section of street. The Group further accepts responsibility in promoting a litter free environment in the community for a two-year period, beginning _____ (mm-yy), and ending _____ (mm-yy).

Signed this ____ Day of _____, 20 ____.

Name of Group Adopt-a-Street Chairperson

Signature for the Group _____

Exhibit B

COVENANT NOT TO SUE AND AGREEMENT TO HOLD HARMLESS (For Group's participants)

1. I, _____,
[Print Name: First M.I. Last]

in consideration of the opportunity to participate in the City of Humble's Adopt-A-Street Program, conducted in Harris County, Texas, **HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE, AND AGREE TO HOLD HARMLESS** for any and all purposes the City of Humble, 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 me during, as a result of or arising from my participation in and/or access to the Adopt-A-Street Program, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**

2. In the event that I use any property or equipment of the City of Humble, **I HEREBY VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH**, that may be sustained as a result of or arising from my use of said equipment or property, **WHETHER SUCH LOSS, DAMAGE, OR INJURY IS CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.**

3. I am fully aware that there are inherent risks involved in my participation in the Adopt-A-Street Program which can result in serious physical injury, death, and/or damage to property. **I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS, KNOWN OR UNKNOWN, OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH**, that may be sustained as a result of or arising from my participation in and/or access to the Adopt-A-Street Program, **WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE. I FURTHER AGREE TO HOLD HARMLESS THE RELEASEES FOR ANY LOSS, LIABILITY, DAMAGE OR COSTS, INCLUDING COURT COSTS AND ATTORNEY'S FEES**, that may occur as a result of or arising from my participation in the Adopt-A-Street Program.

4. It is my express intent that this Covenant Not to Sue and Agreement to Hold Harmless shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be governed by the laws of the State of Texas.

5. In signing this Covenant Not to Sue and Agreement to Hold Harmless, I acknowledge and represent that I have read the foregoing Covenant Not to Sue and Agreement to Hold Harmless, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements apart from the foregoing agreement that has been reduced to writing have been made. I execute this document for full, adequate and complete consideration fully intending to be bound by the same, now and in the future.

Exhibit B - Continued

SIGNED this _____ day of _____, 20 .

Participating Member Signature: _____

If participant is a minor, parent/legal guardian signature: _____

Printed name: _____

Relationship to participant: _____

