

ADOPT-A-STREET PROGRAM AGREEMENT AND RELEASE

This agreement is made and entered into this __ day of _____, _____, by and between THE CITY OF FORT COLLINS, COLORADO, a municipal corporation (hereinafter referred to as "the City"), and (hereinafter referred to as "the Organization").

Witnesseth:

Whereas, the City and the Organization recognize the need, the desirability, and the benefit to the community of litter-free streets within the City of Fort Collins; and

Whereas, the Adopt-A-Street Program has been established by the City as a means whereby civic-minded organizations and their members can contribute their efforts towards maintaining litter-free streets within the City of Fort Collins (hereinafter referred to as "the Program"); and

Whereas, the Organization desires to adopt _____ (hereinafter referred to as "the Street") as the street which it and its members wish to maintain as litter-free under the Program.

Now, therefore, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

The Organization hereby adopts the Street under the Program and agrees to accept responsibility for removing litter from the Street and for maintaining it litter-free for the period beginning _____ through _____. The organization agrees to remove all the litter from the Street on at least three separate occasions per year that are at least one month apart.

The Organization and its members acknowledge that they are aware of the hazardous nature of the work to be performed in maintaining the Street, in particular the dangers associated with working near motor-vehicle traffic on the Street.

The Organization acknowledges and agrees that this Agreement only authorizes the Organization and its members to collect litter from the Street, and that the Organization and its members are operating in this regard as independent contractors under a license from the City, and not under the city's management or control.

The Organization acknowledges and agrees that all of its members are volunteers recruited and working on behalf of the Organization and are expected to use their own insurance coverage or that provided by the Organization in case of injury or other damage to the Organization or its members resulting from participation in the Program.

The City recognizes the Organization as the adopting organization for the Street in consideration for which the Organization and its members hereby agree to release the City, and its officers and employees, from any and all liability for any and all claims and causes of action which the Organization or its members may have on account of any and all injuries and damage to the Organization or its member, or on account of any death, arising out of or relating to the participation of any member of the Organization in the Program.

The Organization agrees to indemnify and hold harmless the City, and its officers and employees, from and against all liabilities, claims, or demands which arise from the negligent acts or omissions of the Organization or of its member, provided that such acts or omissions by the Organization or its members, occurred during the performance of their duties under this Agreement. In addition, the Organization agrees to indemnify the City and its officers and employees, from all costs and expenses relating to defending such liabilities, claims, and demands, including, but not limited to, litigation costs and attorneys fees, whether or not such liabilities, claims, or demands are groundless, frivolous, false or fraudulent.

The Organization agrees that prior to any litter pickup activities, it will provide to all its member who participate in the Program copies of the City's safety policies and regulation for the Program and all safety equipment required by such policies and regulation to be used by individual volunteers; and that the Organization will see that each of its participating members executes a Volunteer Agreement, Release of Liability, and Covenant Not to Sue as provided to the Organization by the City, as well as see that a Parental Consent form is executed if the participating member is under eighteen (18) years of age. The Organization further agrees to deliver all such executed Agreements and Parental Consent forms to the City prior to its members participating in the Program.

The organization acknowledges and agrees that if at any time it or its members are in violation of this Agreement or in violation of the safety policies and regulations required by the City under this Agreement, that the City may terminate this Agreement without notice.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective officers, employees, directors, agents, member, successors and assigns.

In witness whereof, the parties hereto have executed this Agreement as of the day and year first above written.

The City of Fort Collins, Colorado
A Municipal Corporation

Attest:

By: _____
City Manager

City Clerk

Approved as to Form:

Assistant City Attorney
Attest:

The Organization

Name: _____

Secretary

By: _____
President