KEEP AUSTIN BEAUTIFUL

Keep Austin Beautiful and the adopting organization, hereinafter called "Group", recognize the need and the desirability of a litter-free environment and enter this Agreement to promote and maintain litter-free streets and neighborhoods within the City of Austin.

By signing below, the Group acknowledges the potentially hazardous nature of this work and agrees, individually and as a group, to the following terms and conditions:

- The Group shall adopt a street agreed upon by both KEEP AUSTIN BEAUTIFUL and the Group.
- The Group shall adopt the street for a period of **<u>one year</u>**, with the option to renew.
- Group say pay an annual adoption fee to maintain status as an adopter. The fee schedule is as follows:
 - □ Community group \$250
 - □ Small Business (fewer than 100 employees)
 - □ Large Business (100 or more employees)
- The Group agrees to clean up litter along the adopted street <u>at least four times per year</u>. One of these cleanups must occur during the month of April to coincide with KEEP AUSTIN BEAUTIFUL's Clean Sweep
- The Group agrees to obey and abide by all city and state laws and regulations relating to safety and/or special terms and conditions required by a particular street.
- The Group agrees to furnish adequate supervision for any participants under the age 18.
- The Group acknowledges receipt and understanding of KEEP AUSTIN BEAUTIFUL's Safety Guidelines and agrees to clearly communicate these guidelines to all participants at every cleanup event.
- The Group shall appoint a representative to serve as a central contact for the Group, and provide KEEP AUSTIN BEAUTIFUL with this representative's current contact information.
- The Group may obtain free cleanup supplies from KEEP AUSTIN BEAUTIFUL, as needed. A Cleanup Supply Request/Report Form must be submitted to KEEP AUSTIN BEAUTIFUL at least <u>three weeks</u> <u>prior</u> to the cleanup, if the Group is requesting supplies. The Group will be responsible for picking up the cleanup supplies at: 55 IH-35, Suite 215, by appointment by calling 512.391.0617 extension 702 (Resources Assistant). Unused supplies furnished by KEEP AUSTIN BEAUTIFUL must be returned following the cleanup.
- The Group shall be responsible for confirming with KEEP AUSTIN BEAUTIFUL the most appropriate method of disposing of collected litter. If the Group requires trash collection coordination from

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KEEP AUSTIN BEAUTIFUL, requests must be made at least <u>three weeks prior</u> to the cleanup and include a specific pick-up location.

- The Group will complete the Report Form following each cleanup and will include all relevant details.
- The Group shall be responsible for prohibiting participants from possessing or consuming alcoholic beverages while participating in the cleanup.
- The Group shall be responsible for providing for the safety and welfare (i.e. maintain a first-aid kit, adequate drinking water, safety vests, etc.) of each person participating in the cleanup.

KEEP AUSTIN BEAUTIFUL agrees to the following terms and conditions:

- KEEP AUSTIN BEAUTIFUL shall work with the Group to determine the specific section of the street to be adopted.
- KEEP AUSTIN BEAUTIFUL shall work with partners to manufacture and install an official **KEEP AUSTIN BEAUTIFUL Adopt-a-Street** sign at a specified location along the adopted street with the Group's name (not to exceed 2 lines of text and 20 characters per line, including spaces). The exact location and wording of the sign will be agreed upon by the Group and KEEP AUSTIN BEAUTIFUL.
- KEEP AUSTIN BEAUTIFUL shall provide Safety Guidelines and if needed cleanup supplies to the Group if a Supply Request form is received by KEEP AUSTIN BEAUTIFUL at least <u>three weeks prior</u> to the cleanup.
- KEEP AUSTIN BEAUTIFUL shall arrange for a litter pickup if a request is made by the Group at least <u>three weeks prior</u> to the cleanup.

Release from Liability:

By signing the Application Form, I, as a representative of the Group, hereby release, discharge and further agree to indemnify and hold harmless Keep Austin Beautiful, Inc. and any agents, employees, officers, directors, contractors and successors of the above mentioned organization from any and all claims, losses, damages, demands, causes of action, suits and liability of every kind arising out of, connected to, or resulting from the activity, including without limitation, and claim for loss, damage or destruction of property, or injury (including death), regardless of whether such loss arises in whole or in part from the negligence of KEEP AUSTIN BEAUTIFUL, its officers, employees, agents, directors, contractors, or successors.