

**KEEP CHARLOTTE BEAUTIFUL, INC.
ADOPT-A-ROAD AGREEMENT**

THIS AGREEMENT, made and entered into _____, by and between Keep Charlotte Beautiful, Inc., of 25550 Harbor View Road, Port Charlotte, Florida 33980, an affiliate of Keep America Beautiful, hereinafter referred to as "KCB" and, _____ hereinafter referred to as "GROUP".

WITNESSETH

WHEREAS, _____ is a part of Charlotte County, Florida; and WHEREAS, GROUP is desirous of adopting a 1 mile(s) +/- section of road to remove litter on

_____ (hereinafter referred to as "the adopted road".)

NOW, THEREFORE, the parties agree as follows:

I. GROUP Shall:

- A. Adopt a minimum of 1 mile(s) +/- section of right-of-way adjacent to the adopted road for litter removal at least one time during every three-month period for the duration of this Agreement.
- B. Conduct safety meetings and pre-task briefings prior to each litter removal.
- C. Sign release forms (which forms are collectively attached hereto as Exhibit "A" page 2), and adopt-a-road forms (which forms are collectively attached hereto as Exhibit "A" page 3) one week prior to anticipated litter removal dates; persons under the age of 18 Consent and Release Forms (which forms are collectively attached hereto as Exhibit "B,"). and Roadside Safety Recommendations (which forms are collectively attached hereto as Exhibit "B," page 2).
- D. Have each participating member sign a Release Form prior to each litter removal and return the signed forms to Keep Charlotte Beautiful, Inc. prior to each litter removal. A copy of the Release Form is contained in Exhibit "A" page 2.
- E. Instruct each participating member to read and follow Roadside Safety Recommendations, which are attached hereto as Exhibit "B," prior to each litter removal.
- F. Complete the Productivity Report Form provided by the Public Works Division and return to Keep Charlotte Beautiful, Inc. within two days after each litter removal. A copy of the Productivity Report Form is contained in Exhibit "A" page 3.
- G. Return cautionary traffic control signs and vests to Charlotte County Public Works Division during
hours mentioned in sub-paragraph I.C. no later than two days after litter removal is complete.
- H. Place filled trash bags at the Adopt-A-Road sign for the adopted road for pickup and disposal by the County's franchise hauler (Waste Management)
- I. Remove litter during daylight hours only.
- J. Remove litter during good weather conditions only.
- K. Park any vehicles clear of the adopted road and at least 20' from the edge of pavement.
- L. Place cautionary traffic control signs which have been provided by Charlotte County Public Works Division near the adopted road during litter removal. Placement instructions are attached hereto as Exhibit "C."
- M. Have each participating member wear safety vests provided by Charlotte County Public Works Division during litter removal.
- N. Not allow persons under the age of 18 to participate in litter removal without express written consent of such person's parent or legal guardian in the form of a Consent and Release Form. The

signed Consent and Release Form must be returned to Keep Charlotte Beautiful, Inc. prior to any minor's participation in any litter removal. A copy of the Consent and Release Form is contained in Exhibit "A."

O. Not bring anyone to observe the litter removal activities if that person is not an official participant.

II. CHARLOTTE COUNTY PUBLIC WORKS SHALL:

A. Install an Adopt-A-Road sign at each end of the portion of adopted road indicating GROUP's name and GROUP's responsibility for removing litter.

B. Provide safety vests, cautionary traffic control signs, litter bags and preprinted adopt-a-road forms as shown in Exhibit "A" and "B" for use by GROUP.

III. KCB SHALL:

A. Remove filled trash bags from adopted road after GROUP'S placement of bags at the Adopt-A-Road sign.

B. Remove litter under unusual circumstances at the request of GROUP. Such unusual circumstances may include the presence of large, heavy or hazardous items at or near the adopted road.

IV. In consideration of the installation of the Adopt-A-Road signs at the adopted road indicating GROUPS' name, GROUP covenants and agrees that it will indemnify and hold harmless KCB and CHARLOTTE COUNTY PUBLIC WORKS (COUNTY) and all of KCB and COUNTY's officers, agents and employees from any liability, claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by GROUP during the performance of this Agreement, whether direct or indirect, and whether to any person or property to which KCB and COUNTY or said parties may be subject.

V. In consideration of the installation of the Adopt-A-Road signs at the adopted road indicating GROUPS' name, GROUP covenants and agrees that it will indemnify and hold harmless KCB and CHARLOTTE COUNTY PUBLIC WORKS (COUNTY) and all of KCB and COUNTY's officers, agents and employees from any liability, claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by any third party, during GROUP's performance of this Agreement, whether direct or indirect, and whether to any person or property to which KCB and COUNTY or said parties may be subject.

VI. This Agreement shall remain in effect for two years from the date first above written. Upon the expiration of the initial term of this Agreement, this Agreement shall be automatically renewed for an additional two-year term. There shall be no automatic renewal of this Agreement, however, if either GROUP or Keep Charlotte Beautiful, Inc. or his/her designee, provides written notice to the other of its intention not to renew this Agreement at least thirty (30) days prior to the expiration of the initial two-year term of this Agreement.

VII. If KCB desires to terminate this Agreement due to default or failure by GROUP to fulfill one or more of its obligations under this Agreement, KCB shall first provide written notice to GROUP of the nature of such default or failure. If such default or failure by GROUP has not been cured within

fifteen (15) days of receipt of notice thereof by GROUP, then KCB may terminate this Agreement upon thirty (30) days' written notice to GROUP of its intent to terminate.

VIII. GROUP shall not assign this Agreement in whole or in part, without the prior written consent of KCB.

IX. KCB's Executive Director, or his/her designee, shall serve as the representative for KCB solely for the purposes of sending or receiving any notices provided for under this Agreement, providing the materials and forms necessary for GROUP to conduct a litter removal, collecting the materials GROUP must return to KCB before and after a litter removal, coordinating litter removals with GROUP, and acting as a contact between KCB and GROUP to answer minor questions GROUP may have regarding the litter removals and the procedures involved in litter removals.

X. Any notices permitted or required to be given hereunder must be sent to the party intended to receive such notice at the address listed below:

If to GROUP:

If to KCB: Keep Charlotte Beautiful, Inc.
Executive Director
25550 Harbor View Rd. Suite 2
Port Charlotte, FL 33980