

# ADOPT A STREET

A Program of Keep Troy Beautiful & The City of Troy

Keep Troy Beautiful

334.670.6025

ktb@troyal.gov

## Agreement Form

Date: \_\_\_\_\_

Adopted Street: \_\_\_\_\_

Adopting Group/Individual: \_\_\_\_\_

*This will be the name which appears on the Adopt A Street Sign and in any press, social media, or other releases.*

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Contact Email: \_\_\_\_\_

In order to enhance the environment and the appearance of our community, the undersigned adopting group or individual requests permission to adopt the following location for at least one year and hereby agrees as follows:

Street and/or boundary description: \_\_\_\_\_

Any and all activities associated with the Adopt-A-Street program will be performed under and in accordance with the KTB Adopt-A-Street Guidelines which are incorporated herein by reference. Adopting Groups or Individuals with whom agreements are signed shall at all times indemnify, defend, hold harmless, and covenant not to sue Keep Troy Beautiful, Inc., The City of Troy, and all employees, directors, elected and appointed officials, agents, officers and assigns of Keep Troy Beautiful, Inc. and the City of Troy, Alabama of, from, and against all responsibility, loss, damage, or liability of any kind arising from or related to the exercise of the privileges granted under this agreement. This agreement may be terminated by Keep Troy Beautiful or the City of Troy at any time, if the adopting group/individual does not comply with this agreement or at any time the adopting group/individual's work effort in considered unsafe. Keep Troy Beautiful and/or The City of Troy reserves the right to revise or discontinue this program at its discretion.

The undersigned group/individual(s) accepts the responsibility of safely promoting a beautiful and litter-free environment in the community for a period beginning \_\_\_\_\_, 20\_\_\_\_ and continuing for a period of one year.

\_\_\_\_\_  
Authorized Signature of Organization/Individual Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title of Authorized Applicant

All agreement forms must be accompanied by the following:

- Executed Release and Hold Harmless Agreement(s)
- \$50 per requested Adopt A Street Sign (limit to two)

Please complete and return this form along with all attendant items to the City of Troy - Keep Troy Beautiful, c/o Melissa Sanders, Troy City Hall, 301 Charles W. Meeks Ave., P.O. Box 549, Troy, AL 36081.

# ADOPT A STREET

A Program of Keep Troy Beautiful & The City of Troy

Keep Troy Beautiful

334.670.6025

ktb@troyal.gov

## RELEASE AND HOLD HARMLESS AGREEMENT AND COVENANT NOT TO SUE For Individuals Participating in the Adopt A Street Program

I, \_\_\_\_\_, do hereby forever release, waive, discharge, hold harmless, covenant not to sue, and shall defend Keep Troy Beautiful, Inc. and the City of Troy, Alabama, and all their officers, employees, elected and appointed officials, board members, and agents of Keep Troy Beautiful, Inc. and the City of Troy, Alabama of, from, and against any and all claims, liabilities, loss, expenses, damages, or any other type liability for death, personal injury, property damage, loss of services or compensation, and attorneys fees as a result of my participation in Keep Troy Beautiful's and the City of Troy's Adopt A Street Program.

I understand that beautification and the removal of litter alongside roadways, in City parks, and elsewhere may pose life safety hazards, which may result in death or significant physical injury. With this knowledge I am voluntarily participating in beautification and litter removal activities. I further understand that this release and hold harmless agreement and covenant not to sue shall be binding on my heirs and assigns.

I have carefully read and I fully understand this release and hold harmless agreement and covenant not to sue and I sign it of my own free will.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

\*If participant is a minor child (under the age of 18), the following must be signed and executed:

I, \_\_\_\_\_, do hereby forever release, waive, discharge, hold harmless, covenant not to sue, and shall defend Keep Troy Beautiful, Inc. and the City of Troy, Alabama, and all their officers, employees, elected and appointed officials, board members, and agents of Keep Troy Beautiful, Inc. and the City of Troy, Alabama of, from, and against any and all claims, liabilities, loss, expenses, damages, or any other type liability for death, personal injury, property damage, loss of services or compensation, and attorneys fees as a result of (name of minor) \_\_\_\_\_' s participation in the Keep Troy Beautiful's and the City of Troy's Adopt A Street Program.

I understand that beautification and the removal of litter alongside roadways, in City parks, and elsewhere may pose life safety hazards, which may result in death or significant physical injury. With this knowledge I am allowing the above named minor to participate in beautification and litter removal activities. I further understand that this release and hold harmless agreement and covenant not to sue shall be binding on my heirs and assigns.

I have carefully read and I fully understand this release and hold harmless agreement and covenant not to sue and I sign it of my own free will.

\_\_\_\_\_  
Signature of Custodial Parent or Legal Guardian

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, A Notary Public in and for said County and State, hereby certify that \_\_\_\_\_ whose name is signed to the foregoing Release and Hold Harmless Agreement and Covenant Not to Sue, and who is known to me, acknowledged before me on this day that, being fully informed of the contents of said instrument, did execute the same voluntarily on the day the same bears date.

Sworn to and subscribed before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

# ADOPT A STREET

A Program of Keep Troy Beautiful & The City of Troy

Keep Troy Beautiful

334.670.6025

ktb@troyal.gov

## RELEASE AND HOLD HARMLESS AGREEMENT AND COVENANT NOT TO SUE For Organizations and/or Volunteer Groups Participating in the Adopt A Street Program

\_\_\_\_\_(Organization Name),  
do hereby forever release, waive, discharge, hold harmless, covenant not to sue, and shall defend Keep Troy Beautiful, Inc. and the City of Troy, Alabama, and all their officers, employees, elected and appointed officials, board members, and agents of Keep Troy Beautiful, Inc. and the City of Troy, Alabama of, from, and against any and all claims, liabilities, loss, expenses, damages, or any other type liability for death, personal injury, property damage, loss of services or compensation, and attorneys fees as a result of the above named Organization's participation in Keep Troy Beautiful's and the City of Troy's Adopt A Street Program.

The above named Organization understands and agrees that beautification and the removal of litter alongside roadways, in City parks, and elsewhere may pose life safety hazards, which may result in death or significant physical injury. With this knowledge the above named Organization hereby certifies that all participation in beautification and litter removal activities shall be conducted solely on a voluntary basis, and further agrees to indemnify and hold harmless, covenant not to sue, and defend Keep Troy Beautiful, Inc. and the City of Troy, Alabama, and all their officers, employees, elected and appointed officials, board members, agents, and assigns of Keep Troy Beautiful, Inc. and the City of Troy, Alabama, of, from, and against any and all fines, claims, actions, causes of action, demands, rights, damages, costs, expenses and liability whatsoever, including, but not limited to, liability arising from any and all known and unknown, foreseen and unforeseen, bodily and personal injuries and property damage and the consequences thereof due to, arising from, or related to the actions or omissions of its participants/volunteers, agents, and/or assigns in any activity or any program on the adopted premises, or in any way arising out of or in connection with the Organization's activities and/or participation in this Program. This indemnification and hold harmless and covenant not to sue shall also include any claim which may arise due to the Organizations' failure to secure signed Hold Harmless Agreements from each individual Organization participant. This indemnification and hold harmless and covenant not to sue shall include the cost of attorney's fees and all costs of defense of any suit or claim including all court costs and attorney's fees.

I have carefully read and I fully understand this release and hold harmless agreement and covenant not to and I sign it at of own free will as the duly authorized agent of the above named Organization.

\_\_\_\_\_  
Signature of Authorized Agent Date

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, A Notary Public in and for said County and State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, is signed to the foregoing instrument, and who is personally known to me or has produced an Alabama Drivers License as identification, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such officer and with full authority, executed the same voluntarily for and on the day the same bears date .

Sworn to and subscribed before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

# ADOPT A STREET

A Program of Keep Troy Beautiful & The City of Troy

Keep Troy Beautiful

334.670.6025

[ktb@troyal.gov](mailto:ktb@troyal.gov)

## KTB Adopt-A-Street Guidelines

### Purpose of the Adopt-A-Street Program

The Adopt-A-Street program helps provide volunteer community support for anti-litter and street beautification. Although not required, participating groups may also wish to initiate special beautification projects (e.g. planting flowers, working with land owners to clean up unsightly private property, etc.) This program is aimed to reduce litter along the streets, enhance the environment, and beautify the City of Troy's streets.

### Adopter's Responsibilities

As an adopter you and/or a group of people will adopt an entire street or approved section of a street of your choice for a minimum of one year. Each group or individual adopter must re-submit a new application every year if they wish to continue participating in the program. Adopters are responsible for collecting litter and debris along the adopted area at least once in each quarter, from January through December. More cleanups per year are encouraged. Periodic Inspections between litter clean-ups are highly suggested, especially in high traffic areas that accumulate more litter.

Safety vests, gloves, buckets, litter grabbers, and bags are available for pickup at Troy City Hall by your designated representative Monday through Friday within seven days of your scheduled clean-up date. The adopter is responsible for the proper disposition of all trash and recycling collected during the clean-up. Adopters must contact Keep Troy Beautiful in advance at (334) 670-6025 or [ktb@troyal.gov](mailto:ktb@troyal.gov) to arrange pickup of supplies. Adopters must return all reusable supplies (safety vests, gloves, buckets, and litter grabbers) along with a completed activity report form to Keep Troy Beautiful at City Hall during normal business hours within one week after the clean-up date. An activity form is to be completed and returned each time the street is cleaned.

### Adopt-A-Street Signage

Adopters may request approved signage that identifies the adopter of their specific area, but these signs are not intended to be an advertising medium. These signs will help recognize the adopter for all the hard work, but signs are not required. **If signage is requested, all adopters must pay \$50 in advance for each sign to help offset the cost of the program with a limit of two signs per street adoption.** Said sign(s) will be posted within 60 days of the start of the agreement to recognize the adopting group or individual, but will be taken down once the contract has ended and is not renewed. Please note that all Adopt-A-Street signage will remain the property of Keep Troy Beautiful, and Keep Troy Beautiful and/or the City of Troy reserves the right to remove the signs when, in the sole judgment of Keep Troy Beautiful and/or the City of Troy, it is found that it is appropriate.

### Safety

Keep Troy Beautiful wants the Adopt-A-Street program and all its participants to be safe at all times of participation. It is strictly prohibited for any participants to possess, consume, or be under the influence of alcohol, drugs, and/or any controlled substance while participating in the program. Anyone under the age of 15 must be supervised by an adult during clean ups. All participants are responsible for their own conduct and safety. The City of Troy and Keep Troy Beautiful, Inc. are not legally responsible for any participant's actions and all participants by participating in the Adopt-A-Street program waive all right to make any claim or participate in any litigation against Keep Troy Beautiful, Inc. and/or the City of Troy in the event of an accident, injury, and/or loss of any kind. Adopters must have in force adequate insurance to protect them against any liability claims.

### Terms & Conditions

This agreement may be modified or terminated at the sole discretion of Keep Troy Beautiful. Keep Troy Beautiful reserves the right to terminate the program agreement and remove any signs when, in the sole judgment of Keep Troy Beautiful and/or the City of Troy, it is found that it is appropriate. By signing the Adopt-A-Street Agreement, the adopting group or individual agrees to abide by and honor these KTB Adopt-A-Street guidelines.

### Contact Information

Keep Troy Beautiful is located in Troy City Hall at 301 Charles W. Meeks Avenue, Troy, AL 36081. Please contact Keep Troy Beautiful in person or by calling (334) 670-6025 or via email ([ktb@troyal.info](mailto:ktb@troyal.info)) for additional information or questions.

Keep Troy Beautiful · PO Box 549 · Troy, AL 36081 · (334) 670-6025 · [ktb@troyal.gov](mailto:ktb@troyal.gov) · [www.troyal.gov/ktb](http://www.troyal.gov/ktb) ·

Facebook @keepstroybeautiful · Twitter & Instagram @KTB\_Troy