



# Adopt a Spot

## Town of Seymour

### Adopt-A-Spot Agreement

#### **Program Intent:**

The intent of Town of Seymour's (the "Town") Adopt-A-Spot program (the "Program") is to encourage citizen participation in beautification and litter clean-ups of designated areas in their community at regular intervals. Individuals, organizations, or businesses may agree to keep a designated area, other than a highway, cleared of litter and/or provide beautification for a contract period of either one or two years.

In return, volunteers will have a sign bearing their names posted in their designated area. At the end of their contract, they will receive a special certificate of appreciation and may renew their agreement.

#### **Program Terms:**

1. Any individual (18 years or older), community group, special interest, business, civic, church, or other group (hereinafter, a "Participant") may participate in the Program and adopt Public Areas in the Town.
2. 'Public Areas' are considered parks, islands, vacant lots owned by the Town, parking lots, and other publicly held lands.
3. The Participants hereby commit to cleaning up their adopted Public Area at least once per month for either one or two years. We recommend weekly or bi-weekly especially in spring, summer, and early fall.
4. If a Participant is unable to fulfill their agreement, their signs will be removed from the location and the Participant's will no longer be included in the Program.
5. Participants are required to track and report on their clean-up activities to the Economic Development Director so that information may be used for various reports and analysis.
6. Any Participant with members less than 16 years of age must be supervised by an adult of at least 21 years of age.

7. Participants are encouraged to separate recyclable materials. Participants are encouraged to dispose of garbage/recyclables at the Seymour Transfer Station from Tuesday – Saturday 8 AM – 2:45 PM.

8. A sponsor sign noting the Program name “Adopt-A-Spot” and the Participant’s organization name shall be made according to specifications supplied by the Town. The Participant agrees to pay for the cost of the Participant’s Program sign.

9. After each clean-up, Participants will be asked to provide a simple report. Report forms will be given to each Participant’s lead representative. If the lead representative is not expected to be at the clean-up site, this report should be given to their designee. This report will include information such as date, hours worked, number or persons involved in clean-up, number of bags collected, etc. This report should be mailed or emailed to the Economic Development Director within one week after clean-up.

10. The Adopt-A-Spot coordinator, the Economic Development Director, along with other various Town employees will monitor the designated areas of adoption for compliance.

11. Participants will be encouraged to schedule their clean-ups to coincide with Seymour Pride Committee clean-up days. These dates will be provided as they come available.

12. The Town is not responsible for any accident or injury that occurs to any member of any Participant arising from their participation in the Program

13. Participant shall, at Participant’s sole cost and expense, comply with all of the requirements of all laws now in force or which may hereafter be in force pertaining to Participant’s activities related to the Program. Participant shall indemnify and hold Town harmless from and against any damage, liability, cost and/or expense which Town may suffer by reason of Participant’s failure to comply with the laws as aforesaid. In the case of any claims arising out of an act or omission of Participant or any member, invitee, agent, servant, contractor or employee of Participant, Participant shall indemnify and hold Town harmless from and against any damage, liability, cost and/or expense which Town may suffer by reason thereof and from any and all claims, losses and damages arising out of or in any way related to the Participant’s activities under the Program and any act or omissions of the Participant, its agents, servants, employees, guests and/or invitees.

14. All property of Participant utilized in conjunction with the Program shall be at Participant’s own risk, and Town shall not be responsible for any theft of Participant’s property or any property of any member, agent, servant, employee, contractor or invitee of Participant, unless the theft is committed by Town, and Participant shall indemnify and hold Town harmless from any claim against Town by any agent, servant, employee, contractor or invitee of Participant based upon any allegation of theft for which Town’s liability is disclaimed under this Paragraph.

*The Participant's participation in the Program and/or this agreement may be terminated by the Town at any time in the Town's sole, absolute and arbitrary discretion. The Town expressly reserves the right to discontinue this Program and to revise the terms of this Agreement at any time.*

*Participants hereby assume all risk of damage or injury resulting from the activities performed hereunder, and recognize that certain risks are inherent in litter pickup, especially in areas open to the public.*

*It is understood that the Participant is not an employee, agent or contractor of the Town while participating in the Program and that the Town shall have no obligation or responsibility to provide any worker's compensation insurance; general liability; or automobile insurance or uninsured/underinsured motorist insurance coverage, for acts or omissions of Participant while engaged in any activities arising out of or related to Program. This Agreement is not intended nor shall be construed a lease and the Participant expressly acknowledges and agrees that it shall not have any rights as a tenant or otherwise to occupy or possess any Public Area under the Program.*

*It is further expressly understood and agreed by the Participant that the Town shall have no obligation to defend, hold harmless, or indemnify the applicant for any claims of loss, injury, death, or damage arising out of or related to this Program.*

## **Town of Seymour - Adopt-A-Spot Agreement**

In order to enhance the environment and the appearance of our community, the applicant(s) undersigned, request permission to Adopt-A-Spot at the following location (address or boundary description):

Name of adopting organization or individual: \_\_\_\_\_

Primary Contact (Printed): \_\_\_\_\_

Primary Contact (Signed): \_\_\_\_\_

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

Length of term: \_\_\_\_\_ (1 or 2 years)

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### **FOR OFFICE USE ONLY**

The undersigned is the government official or representative who has the legal authority to hereby give permission for the property location names in the aforesaid agreement to be involved in the designated Adopt-A-Spot program as administered by the Town of Seymour.

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

Permission is hereby given to perform the work described in the Town of Seymour Adopt-A-

Spot application effective: \_\_\_\_\_ (start date)