



Adopt-A-Spot Program Adoption Agreement

This Adopt-A-Spot Program Adoption Agreement (the “Agreement”) is made by and between the Town of Flower Mound (the “Town”), and the volunteer individual/business/group named: _____ (“Program Participant”).

The Program Participant recognizes the need and the desirability of litter-free and beautiful Town streets, roads, and public places (“Town Spots”) and is entering into this Agreement to permit the Program Participant to contribute toward the effort of maintaining a litter-free and beautiful Town via the Adopt-A-Spot Program (the “Program”).

The Program Participant acknowledges and agrees as follows:

1. Town Spot Identified. The Program Participant is adopting the Town Spot located at: _____ and described as follows: _____
Adopted Town Spot”.
2. Program Requirements. The Program Participant shall comply with all Program Requirements set forth in the Adopt-A-Spot Program Information document (“Program Information”) which are incorporated herein by reference and which may be amended from time to time. By signing this Agreement, the Program Participant is acknowledging receipt of the current Program Information.
3. Program Participation. The Program Participant agrees to participate in at least one of the Keep Flower Mound Beautiful (“KFMB”) Town-wide clean-up events each year. Additionally, the Program Participant agrees to perform work at the Adopted Town Spot on an as-needed basis, but not less than six (6) times per year for litter control, which includes participation in any or all of the KFMB Town-wide clean-up events. The year begins on the effective date of this Agreement.
4. Online Submission. A description of all work completed must be submitted online through the Keep Flower Mound Beautiful website at www.kfmb.org no less than 14 calendar days after the work is completed.
5. Young Participants. If any individual volunteering with the Program Participant is seventeen (17) years of age or younger (“Young Participants”), **adult supervision must be furnished by the Program Participant**, and the adult supervisor must be consistently present at the Adopted Town Spot at all times that the Young Participant is present.
6. Notification of Work Required. The Program Participant shall notify KFMB before commencement and after completion of any work performed at the Adopted Town Spot and when any heavy or hazardous trash is not collected by the Program Participant.

7. Release Required. The Program Participant agrees that no individuals may volunteer with the Program Participant unless or until the individual has signed and submitted a Hold Harmless Release Form (“Release Form”) to the Town.
8. Group Liaison. If the Program Participant is a group, the Program Participant hereby designates _____ as its Group Liaison. This individual must be the same individual listed on the Adopt-A-Spot Program Application. The Group Liaison agrees to:
 - (a) Serve as a contact person and representative of the group for purposes of participation in the Program;
 - (b) Distribute, collect, and submit to the Town signed Adopt-A-Spot Program Release Forms from all individuals volunteering with the Program Participant (or the parent or legal guardian of a Young Participant) prior to any work being performed in connection with the Program;
 - (c) Distribute copies of the Adopt-A-Spot Program Safety Tips and Program Information to each of the individuals volunteering with the Program Participant prior to the commencement of any work being performed by the volunteers;
 - (d) Be responsible for compliance with all of the other requirements of this Agreement.
9. Safety Tips. By signing this Agreement, the Program Participant acknowledges receipt of the Safety Tips document.
10. Agreement Term. This Agreement will be effective upon execution by the Program Participant and shall remain in effect until either party provides written notice of termination to the other party. Either party may terminate the Agreement at any time with or without cause.
11. Laws and Regulations. The Program Participant will obey and abide by all laws and regulations, including but not limited to those relating to pedestrian and traffic safety.
12. Reservation of Right to Modify or Cancel. The Town reserves the right to modify or cancel the Program Information and/or this Agreement at any time upon written notice to the Program Participant.
13. Notices. Any notice provided under this Agreement shall be addressed to the parties at the following addresses:

KFMB:

Keep Flower Mound Beautiful
 1901 Long Prairie, #220-95
 Flower Mound, TX 75022

Participants Address:

THIS AGREEMENT is effective as of this ____ day of _____, 2017.

Name of Group: _____

Signed by: _____

Print Name: _____

Date Signed: _____

Group Liaison's Name: _____

Group Liaison's Phone Number: _____

Group Liaison's Mailing Address: _____

Group Liaison's Email Address: _____

Town of Flower Mound

JIMMY STATHATOS
Town Manager