



**Adopt-A-Street Program**

Solid Waste Division

4955 Lafin Road

Beaumont, TX 77705

Phone 409-842-1483 Fax 409-842-1722

Email: Bengy.Williams@beaumonttexas.gov

This Participation Agreement (the "Agreement") is entered into on this day by and between the City of Beaumont (the "City") and \_\_\_\_\_ (the "Group") for the purpose of providing an attractive physical environment.

The Group agrees to adopt \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_.

The Group agrees to remove all litter from the street and its right-of-way property and to remove all unnecessary or obsolete posters/signs attached to utility poles or placed in rights of way ("Clean-up").

The Group further agrees to clean up the street a minimum of two (2) times per year.

The Group further agrees to complete the reporting form attached hereto as Exhibit "A" and incorporated herein after each Clean-up and to return it to the City within ten (10) days of the Clean-up at the address above. The form can be emailed, faxed or physically mailed or dropped off.

The Group further agrees to provide advance notice or to notify the Solid Waste Division within 48 hours after completion of the Clean-up so that all filled or partially filled trash bags may be picked up and disposed of by the City. All trash bags need to be placed under one of the signs designating the Groups participation in Adopt-A-Street.

The Group further agrees to obey and abide by all laws and regulations relating to safety and such terms and conditions that may be required or established by the City and to provide all equipment and tools necessary to carry out their responsibilities under this agreement. In particular all participants must wear a reflective safety vest or t-shirt with reflective stripes.

The Group further agrees to provide adequate supervision by one or more adults in the event members of the group are less than 18 years of age.

The City agrees to erect a sign at each end of the street with the Group's name or acronym displayed.

Term: The term of this agreement shall be for a period of one (1) year beginning on the date of execution of this Agreement. The Group shall have the right to renew this agreement for a like term upon written notice to the City prior to expiration of this Agreement and upon approval of the renewal by the appropriate authority.

Termination: This agreement may be terminated by any party hereto upon thirty (30) days written notice to all other parties.

Indemnity: The Group on behalf of itself, its members, its predecessors, successors, assigns, heirs, executors, administrators, and legal representatives, releases and forever discharges the City and its predecessors, successors, assigns, heirs, executors, administrators, and legal representatives, of an from any and all claims, demands, damages, actions, causes of action, or suits in equity, of whatsoever kind or nature whether heretofore or hereafter accruing or whether now known or not known to the parties, for or because of any matter or thing done, omitted, or suffered to be done by either of such parties prior to and including the date hereof and in any way directly or indirectly arising out of this Participation Agreement and all of the transactions and occurrences above described.

THE GROUP

Designee/Title/Date \_\_\_\_\_

CITY OF BEAUMONT

Designee/Title/Date \_\_\_\_\_

PRINT

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_