

Garrett County, Maryland Adopt-A-Road Program

AGREEMENT

This Agreement made this _____ day of _____, 20___, by and between the Garrett County Roads Department (hereinafter the "Department"), and _____ (hereinafter the "Organization" or the "Individual") PLEASE CIRCLE ONE

WITNESSETH THAT:

WHEREAS, in order to rid County roadways of unsightly litter, the Board of Garrett County Commissioners, in conjunction with the Department, has established an anti-litter program known as Adopt-A-Road in which volunteer individuals or organizations adopt a section of County roadway and collect litter from the area, and

WHEREAS, the Organization/Individual desires to participate in the Adopt-A-Road Program for a minimum of a two (2) year period.

NOW THEREFORE, in consideration of the mutual benefits received by the Department and the Organization/Individual from participation in the Adopt-A-Road Program, the parties hereto agree as follows:

1. The Department grants permission to the Organization/Individual to adopt _____ Road between _____ and _____ for a period commencing _____ and ending _____.
2. The Organization/Individual hereby accepts the responsibility of collecting litter on the above described roadway section in accordance with the guidelines established in Garrett County's Adopt-A-Road Program, hereto attached as Exhibit 1.
3. By signature below, the Organization/Individual acknowledges that each of its members participating in the Adopt-A-Road Program will be advised of the potentially hazardous nature of the volunteer activity and will abide by the Safety and Clean-up Guidelines contained in Exhibit 1.
4. If this Agreement deals with an organization, the Organization agrees that, in the event the identity of the designated group leader changes during the term of this agreement, it will provide the Department in writing the name, address and telephone number(s) of the newly designated group leader.
5. Either party may terminate this Agreement upon thirty (30) days written notice to the other party. All notices shall be mailed via regular United States mail and addressed as follows:

Garrett County Roads Department

Garrett County Roads Department
Attn: Adopt-A-Road Program
316 East Alder Street
Oakland, Maryland 21550

Volunteer Organization

(Name)

(Address)

6. To the fullest extent permitted by law, the undersigned Organization/Individual agrees to indemnify and hold the Board of Garrett County Commissioners and the Garrett County Roads Department, its elected and appointed officials, employees and volunteers and others working on behalf of Garrett County, harmless from and against all loss, cost, expense, damage, liability or claims, whether groundless or not, arising out of the bodily injury, sickness or disease (including death resulting at any time therefrom) which may be sustained or claimed by any person or persons, or the damage or destruction of any property, including the loss of use thereof, based on any act or omission, negligent or otherwise, of the Organization/Individual or anyone acting on its behalf in connection with or incident to the Organization's or Individual's participation in Garrett County's Adopt-A-Road Program, except that the Organization or Individual shall not be responsible to the Board of Garrett County Commissioners and/or the Garrett County Roads Department on indemnity for damages caused by or resulting from Garrett County's sole negligence; and the Organization or Individual shall, at its own cost and expense defend any such claims and any suit, action, or proceeding which may be commenced thereunder, and the Organization or Individual shall pay any and all judgments which may be recovered in any suit, action or proceeding, and any and all expense including, but not limited to, costs, attorney's fees and settlement expenses, which may be incurred therein.

IN ACKNOWLEDGEMENT WHEREOF, the parties to this Agreement have herein affixed the signatures of their duly authorized representatives.

Garrett County Roads Department

By: _____
Adopt-A-Road Program Coordinator

Volunteer Organization or Individual

By: _____
Group Leader

(Printed Name)