



ADOPT-A-SPOT GROUP—

This Maintenance Agreement permits you to provide beautification services along your selected right-of-way owned by the City of San Antonio. Your group and its volunteers understand and accept the hazardous nature of work involved, and unanimously agree to the following terms and conditions:

I. GENERAL ADOPTION REQUIREMENTS

- 1) Your Adopt-A-Spot group will faithfully comply with all City of San Antonio laws, regulations and ordinances related to adopted right-of-way.
- 2) **Adopter shall not make or cause to be made any alterations, additions, or improvements to City property without the prior written consent of the Director or designee. Adopter shall present to the Director or designee any plans and specifications for such alterations, additions, and improvements at the time such approval is sought. The Director or designee reserves the right to either approve or disapprove of such plans, either in whole or in part, as may be necessary in its sole and absolute discretion.**
- 3) Your Adopt-A-Spot group will not assign maintenance duties to any other group or organization without the City of San Antonio’s written approval.
- 4) Your Adopt-A-Spot group volunteers will wear safety vests at all times.
- 5) Your Adopt-A-Spot group will use traffic barricades, signs or other traffic handling devices when working in adopted right-of-way.
- 6) Your Adopt-A-Spot group will commit to one (1) two-year term Maintenance Agreement starting from the day the agreement is effective.
- 7) Your Adopt-A-Spot group will provide at least sixty (60) days advance notice in writing to the City of San Antonio if you and your group choose to terminate the Maintenance Agreement early.
- 8) **The City reserves the right to modify or remove any improvements made by Adopter at the Area as determined necessary by the Director or designee should any of the following occur:**
 - a. **Adopter ceases to maintain the Area according to this Agreement.**
 - b. **The Area becomes a hazard to the general public.**

II. BEAUTIFICATION SERVICES ADOPTION REQUIREMENTS

- 1) Your Adopt-A-Spot group will maintain vegetation (grass, plants, flowers, trees) in adopted right-of-way in compliance with City of San Antonio laws, regulations and ordinances.
- 2) Your Adopt-A-Spot group will provide pruning, fertilizing and disease control for right-of-way vegetation as needed.
- 3) Your Adopt-A-Spot group will maintain right-of-way planting beds and ensure they are free of weeds and grass overgrowth as needed.
- 4) Your Adopt-A-Spot group will use existing irrigation system or provide water in sufficient amounts/frequency to right-of-way vegetation as needed.
- 5) Your Adopt-A-Spot group will replace vegetation for right-of-way as needed.
- 6) Your Adopt-A-Spot group will provide grass mowing/trimming in right-of-way as needed.
- 7) Your Adopt-A-Spot group and its members will not be considered employees, representatives, agents or volunteers of the City of San Antonio, and therefore any/all claims that may result from obligation for which your Adopt-A-Spot group may be held liable under any Workers’ Compensation, Unemployment Compensation or Disability benefits law or similar laws on behalf of your group’s members will be the sole obligation/responsibility of you and your group.

III. INSURANCE REQUIREMENT

You and your Adopt-A-Spot group will be solely responsible for insuring your own property, equipment, automotive and any/all other legal liability. In no way will the City of San Antonio be required or expected to maintain any insurance coverage for you, your group, or its volunteer members.

IV. WAIVER OF LIABILITY REQUIREMENT

You and your Adopt-A-Spot group hereby indemnifies, defends and holds the City of San Antonio harmless for any and all damages and claims for damages by said group, its employees, agents, representatives, volunteers, or members, including any claims resulting from bodily injury or death to others, or, for loss of or damage of to property of others, arising out of any activities contemplated hereunder, incident to, or in any manner connected to landscaping, beautification, trash pickup, volunteer and maintenance activities, and for, or all liability arising from the acts of said group, its employees, agents representatives, volunteers, or members.

V. ADOPT-A-SPOT LOCATION (*PLEASE FILL OUT CLEARLY*)

RIGHT-OF-WAY LOCATION DESCRIPTION (please print): _____

NAME OF GROUP/ORGANIZATION TO APPEAR ON ADOPT-A-SPOT STREET SIGN (please print):

*****PLEASE ATTACH SEPARATE MAP OF ADOPTED LOCATION AND THE LOCATION OF SIGN PLACEMENT**

VI. AUTHORIZED SIGNATURES

Person signing below on behalf of your Adopt-A-Spot group hereby represents he/she has the authority to bind your group and is authorized to execute this Maintenance Agreement. PLEASE PRINT

Adopt-A-Spot Group Authorized Representative

City of San Antonio Transportation & Capital Improvements
Department Director

Adopt-A-Spot Group Authorized Representative/Contact Mailing Address (including City, State and Zip Code)

Adopt-A-Spot Group Authorized Representative/Contact Phone #

Adopt-A-Spot Group Authorized Representative/Contact E-Mail

Effective Date of Maintenance Agreement

Expiration Date of Maintenance Agreement

All maintenance work and activities will be appropriately conducted under and in accordance with all terms and conditions outlined in the City of San Antonio Maintenance Agreement, and in compliance with all governing City of San Antonio laws, regulations and ordinances. The Maintenance Agreement may be terminated by the City of San Antonio at any time if the Adopt-A-Spot group is determined to be out of compliance with agreement terms and conditions, or if Adopt-A-Spot group volunteer maintenance activities are determined to be unsafe or pose an immediate conflict or hazard with surrounding vehicular traffic/pedestrian flow at any time.
