



ADOPT-A-PARK AGREEMENT

TERM OF AGREEMENT	__/__/202__	TO	__/__/202__
--------------------------	-------------	----	-------------

ADOPTER INFORMATION			
NAME OF GROUP / ORGANIZATION ("ADOPTER"):	ADDRESS:		
ADOPTER REPRESENTATIVE ("ADOPTER REP"):	TITLE:		
TELEPHONE:	EMAIL:		
AVERAGE NUMBER OF PARTICIPANTS PER EVENT:	DATE(S) OF PROPOSED SERVICE DAYS:		
CITY INFORMATION			
CITY REPRESENTATIVE ("CITY REP"):	TITLE:		
TELEPHONE: <div style="text-align: center;">(951) 736-2241</div>	EMAIL:		
PARK INFORMATION			
PARK NAME ("PARK"):	PARK ADDRESS:		
SERVICES PROVIDED BY ADOPTER ("SERVICES") (check all that apply): <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <u>CUSTODIAL</u> <input type="checkbox"/> LITTER REMOVAL <input type="checkbox"/> CLEANING TABLES/BENCHES <input type="checkbox"/> REPORTING VANDALISM <input type="checkbox"/> MULCHING TREES/SHRUBS <input type="checkbox"/> OTHER: _____ </td> <td style="width: 50%; vertical-align: top;"> <u>MAINTENANCE</u> <input type="checkbox"/> PLANTING <input type="checkbox"/> PAINTING <input type="checkbox"/> GRAFFITI REMOVAL <input type="checkbox"/> OTHER: _____ </td> </tr> </table>		<u>CUSTODIAL</u> <input type="checkbox"/> LITTER REMOVAL <input type="checkbox"/> CLEANING TABLES/BENCHES <input type="checkbox"/> REPORTING VANDALISM <input type="checkbox"/> MULCHING TREES/SHRUBS <input type="checkbox"/> OTHER: _____	<u>MAINTENANCE</u> <input type="checkbox"/> PLANTING <input type="checkbox"/> PAINTING <input type="checkbox"/> GRAFFITI REMOVAL <input type="checkbox"/> OTHER: _____
<u>CUSTODIAL</u> <input type="checkbox"/> LITTER REMOVAL <input type="checkbox"/> CLEANING TABLES/BENCHES <input type="checkbox"/> REPORTING VANDALISM <input type="checkbox"/> MULCHING TREES/SHRUBS <input type="checkbox"/> OTHER: _____	<u>MAINTENANCE</u> <input type="checkbox"/> PLANTING <input type="checkbox"/> PAINTING <input type="checkbox"/> GRAFFITI REMOVAL <input type="checkbox"/> OTHER: _____		
SIGNATURES			
PURSUANT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THE PROVISIONS ON PAGE 2 (MAY BE PRINTED ON THE BACK SIDE) ("AGREEMENT"), ADOPTER HEREBY AGREES TO ADOPT THE PARK AND PROVIDE THE SERVICES AT THE PARK AS SPECIFIED HEREIN. BY EXECUTING BELOW, ADOPTER REP ACKNOWLEDGES THAT HE OR SHE IS AT LEAST EIGHTEEN (18) YEARS OF AGE AND HAS THE POWER TO EXECUTE THIS AGREEMENT ON BEHALF OF THE ADOPTER AND BIND THE ADOPTER TO THE TERMS AND CONDITIONS THEREOF. BY EXECUTING BELOW, ADOPTER REPRESENTS THAT HE OR SHE UNDERSTANDS, ACKNOWLEDGES AND AGREES TO EACH AND EVERY PROVISION OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE ACKNOWLEDGMENT/WAIVER/RELEASE/INDEMNITY PROVISIONS OF PARAGRAPHS 6 AND 7.			
ADOPTER REPRESENTATIVE:	DATE:		
CITY REPRESENTATIVE:	DATE:		

CITY OF CORONA
ADOPT-A-PARK AGREEMENT

1. Definitions. The term "City" shall mean the City of Corona and its related entities (e.g. when the City Council serves as a legislative body). The term "Adopter Affiliates" shall mean the Adopter and its officials, officers, employees, agents, volunteers, personal representatives, heirs, next-of-kin, guests, invitees, family members, successors and assigns. The term "City Affiliates" shall mean the City and its officials, officers, employees, agents, volunteers, successors and assigns.

2. Term; Termination; Default. The term of this Agreement shall be as noted on page 1 ("Term"). The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3 below. City shall also have the right to terminate this Agreement immediately upon oral or written notice to Adopter in the event that City eliminates, discontinues or limits the Adopt-A-Park Program or if the City Rep determines, in his or her sole judgment, that the Adopter is not meeting the terms and conditions of this Agreement. Written notice may be provided by email using the email addresses for the Adopter Rep and City Rep noted on page 1, and notice shall be deemed served at the time the email is sent. In the event either party fails to perform under this Agreement, the non-defaulting party's remedies are limited to termination, specific performance, or injunctive relief. Without limiting the foregoing, Adopter hereby waives any right to pursue any claims against City for monetary damages, monetary recovery or other legal or equitable relief related to a default by City.

3. Amendments. This Agreement shall not be altered, changed, waived, or otherwise amended, except as agreed upon in writing signed by the Adopter Rep and City Rep.

4. Adopter's Responsibilities.

- a. Adopter shall provide the Services specified on page 1 at least one (1) time every three (3) months. Adopter shall notify the City Rep at least two (2) weeks prior to the date Adopter proposes to perform the Services and make arrangements for the use of the supplies provided by the City pursuant to Section 5(a) below.
- b. Adopter shall perform the Services specified on page 1 in a safe and competent manner with due regard for the safety of the traveling public, adjacent property owners and volunteers or employees of Adopter. Adopter shall instruct their volunteers and employees in safety precautions. All Services shall be performed during daylight hours. Every person providing the Services shall wear a safety vest and gloves.
- c. When volunteers or employees include persons under the age of 12, Adopter shall provide adult supervisions at the Park at a ratio of one (1) adult for every ten (10) persons under the age of 12. Adopter shall have emergency contact information readily accessible at the Park for each person under the age of 12 who is participating in providing the Services.
- d. At the conclusion of each event when Services are provided, Adopter shall place filled trash bags near existing trash containers in the Park for pick-up and disposal by the City's solid waste hauler. Adopter shall return any unused or reusable materials and supplies furnished by the City pursuant to Section 5(a) below.
- e. The City's Adopt-A-Park Program Guidelines, Policies and Safety Tips (collectively, "Program Documents") are hereby incorporated herein by reference as though set forth herein in full and shall apply to this Agreement and the Services. Adopter shall provide the Program Documents to each employee or volunteer participating in providing the Services and shall ensure that such employees/volunteers comply with the Program Documents.
- f. Adopter shall ensure that each employee or volunteer participating in providing the Services executes the City's Participant Waiver & Release and shall deliver the executed waivers to the City Rep prior to providing Services.

5. City Responsibilities.

- a. City shall make the following materials and supplies available to Adopter to perform the Services specified on page 1:
 - Trash bags
 - Reusable gloves
 - Mulch
 - Trash pickers
 - Safety vests & safety information
 - Paint

The supplies are stored in a locked closet within most of the City parks. The Adopter must complete and sign the Community Services Key Checkout Form prior to each event to receive a key to the supply closet. After the Services are completed, the Adopter must return all supplies to the supply closet and promptly return the key to the Volunteer Program Coordinator.

For cleanup events scheduled at either of the two City parks that do not have on-site supply closets, the Adopter Rep must contact the Volunteer Program Coordinator at least two weeks prior to the cleanup event to request supplies, which will be delivered to the park at the scheduled time and date of the event. At the conclusion of the event, the Adopter Rep must contact the Volunteer Program Coordinator or his/her designee to coordinate the return of any unused or reusable supplies furnished by the City.

b. City shall recognize Adopter by installing signage with Adopter's name at the Park after the first event when Adopter satisfactorily provides the Services. City reserves the right to remove such signage if Adopter fails to provide the Services in accordance with this Agreement.

6. Acknowledgment/Waiver/Release: Adopter understands that the Services to be performed can result in physical injury or damage to property due to the presence of traffic on roadways adjacent to the Park and the potential for encountering snakes, insects and other animals, noxious weeds, hazardous debris and unexpected holes and ditches. As consideration for Adopter's participation in the City's Adopt-A-Park Program, Adopter, on behalf of Adopter and the Adopter Affiliates, hereby voluntarily and knowingly: (A) accepts and assumes all risks (known or unknown) associated with providing the Services and this Agreement; and (B) releases, waives, discharges, and covenants not to sue the City and the City Affiliates from and for any and all liability for any loss or damage to any property or persons, including third parties, and from and for any claims or demands related to any loss, damage, cost or injury, including wrongful death, to any property or persons, including without limitation the person or property of the Adopter or the Adopter Affiliates, whether directly or indirectly caused by any known or unknown act, omission or willful conduct of Adopter or the Adopter Affiliates, which is in any way related to this Agreement.

7. Indemnification: As further consideration for Adopter's participation in the City's Adopt-A-Park Program, Adopter, on behalf of Adopter and the Adopter Affiliates, hereby agrees to defend, indemnify and save and hold free and harmless City and the City Affiliates from any and all liability from loss, damage, cost or injury, including wrongful death and including without limitation the payment of attorneys' fees, to any property or persons, including third parties, in any manner arising out of or incident to any acts, omissions or willful misconduct of Adopter or the Adopter Affiliates in any way related to this Agreement. Adopter shall defend, at its own expense and with counsel selected by City, City and the City Affiliates in any action or proceeding, based upon such acts, omissions or willful misconduct. Adopter's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City or the City Affiliates.

8. Miscellaneous. (A) *Interpretation.* This Agreement is intended to be, and shall be, interpreted and applied as broad and inclusive as is permitted by applicable laws, rules and regulations. If any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. All provisions of this Agreement shall survive suspension, expiration or termination of this Agreement. (B) *Waiver.* No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel or otherwise. (C) *No Third Party Beneficiaries.* There are no intended third party beneficiaries of any right or obligation assumed by the parties. (D) *Cooperation; Further Acts.* The parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement. (E) *Attorney's Fees.* If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action. (G) *Authority to Enter Agreement.* Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective party.