



## Adopt-A-Park Program Agreement

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
by and between the City of Raleigh Parks, Recreation & Cultural Resources Department and  
the Citizen volunteer, \_\_\_\_\_.

### WITNESSETH

WHEREAS, the City of Raleigh has the responsibility for landscaping and general maintenance of Park, Raleigh, North Carolina:

WHEREAS, the city of Raleigh Parks, Recreation & Cultural Resources Department encourages public participation and support in landscaping and maintaining public parklands; and

WHEREAS, the Citizen Volunteer has through past action and/or expressed interest, assisted the City of Raleigh Parks, Recreation & Cultural Resources Department with landscaping and maintenance of; and

WHEREAS, both the Citizen Volunteer and the Department desire to establish a mutually beneficial relationship, hereby enter into an agreement regarding their respective responsibilities for landscaping and maintenance of the designated parkland as follows:

### TERMS OF AGREEMENT

1. TERM: this agreement shall commence on the date of acceptance by both parties and shall expire one year from the date of execution. This agreement may be terminated by the Department if it is determined that the Citizen Volunteer has failed to abide by the terms of the agreement. This contract can be terminated by either party upon written notification thirty (30) days prior to the proposed date of termination.

The Agreement can be renewed annually through the Renewal Agreement Form.

2. DESCRIPTION: this agreement shall pertain only to the designated as described below. No work by the citizen volunteer shall occur in any other City parkland without prior approval of the Department.

***Designated Area***

***Project Description***

3. CITIZEN VOLUNTEER EXPECTATIONS: the following shall apply to the maintenance of all installed items and landscaping of the designated area by the Citizen volunteer.

- a) The Citizen Volunteer shall assist the Department by arranging periodic work days to insure that the areas are clean of trash, debris, and weeds.
- b) The Citizen Volunteer shall assist the Department with other maintenance as identified by both parties.
- c) Weed control is limited to hand weeding. No chemical weed control shall occur by the Citizen Volunteer per the Department's Pesticide Management Policy.
- d) Maintenance shall be scheduled through the Parks, Recreation & Cultural Resources Resource Development Manager to insure that planned activities of the Citizen Volunteer do not conflict with other scheduled uses of the park.
- e) Plant material selection by the Citizen volunteer shall be approved by the City Horticulturist and/ or the Parks Crew Supervisor prior to installation and shall conform to accepted horticultural industry standards and practices.

4. CITY OF RALEIGH PARKS, RECREATION & CULTURAL RESOURCES DEPARTMENT EXPECTATIONS: the following shall apply to the department's responsibilities to the Citizen volunteer's adopted park/trail.

- a) The Department may provide the volunteer with soil, mulch, seed, plants, and other materials as may be determined appropriate for establishment and maintenance of the project areas as budget allows.
- b) The Department shall provide assistance by the Parks Staff and others in the form of general information and assistance in development and execution of the proposed projects.
- c) The Department will maintain turf, trees, structures, facilities, landscaping, and other elements within the park that are not included in this agreement.
- d) If this agreement is terminated, the Department will assume maintenance of areas landscaped by the citizen volunteer as previously maintained.

## RELEASE AND INDEMNITY

WHEREAS, the undersigned has requested to work upon property belonging to and under the auspices of the City of Raleigh, North Carolina; and

WHEREAS, the undersigned agrees to do so at his own risk and recognizing the possible and inherent danger to his person or property resulting there from; and

WHEREAS, the City of Raleigh does not wish to be liable for any damages arising from personal injury or property damage sustained thereby;

NOW, THEREFORE, In consideration of mutual promises and other good and valuable consideration, the undersigned does hereby for himself and personal representatives:

- A. Assume full responsibility for any personal injury or any damage to his property, which may occur, directly or indirectly, in the course of landscaping or maintaining the designated areas as described above.
- B. Fully and forever release, and discharge the City of Raleigh, its agents and employees, from any and all claims, demands, rights of action or cause of action, present or future, whether the same be known, anticipated or unanticipated, resulting from or arising out of the above-described activity.
- C. Agree that it is the intent of the undersigned that this Release and Indemnity Agreement shall be in force and effect any time after the execution hereof.

## EXECUTION

The parties hereby agree by their signatures to the terms of this agreement as stated above:

Volunteer Name (Printed)	Volunteer Signature	Date
Volunteer Email	Phone	
Authorized Department Signature/Title		Date