

City of Saginaw Public Services Department
Adopt-A-Park Application and Agreement

Adopting Organization: _____ Contact Person: _____

Telephone Number: _____ Email: _____

Mailing Address: _____

Number of Volunteers: _____ Are any volunteers under 18: _____

Location of area to be adopted: _____

Description of work to be performed: _____

(please attach additional pages as necessary)

Statement of Agreement

Agreement made this _____ day of _____, 20____, by and between _____
_____, (hereinafter referred to as Organization) and the City of Saginaw
(hereinafter referred to as City);

Whereas, City is the owner and custodian of certain real property; and,

Whereas, Organization desires to maintain and beautify portions of that real property;
It is hereby agreed:

1. Organization commits to adopt and maintain the above-referenced location in the manner set forth in its Adopt-A-Park application and agreement above for a period of one-year from the date of this Agreement.
2. All activities of Organization will first be presented to and approved by City's Director of Public Services or his designee, to ensure that the proposed work is consistent with the plans, goals, and objectives of City. The application will then be presented to City Council for approval.
3. Organization shall have the responsibility of ensuring that all activities are properly controlled and supervised and comply with all City ordinances and other applicable laws or regulations.
4. Organization shall ensure its efforts do not disrupt normal activities or services nor jeopardize public safety. Organization will act responsibly and safely in conducting its activities.

5. Organization will hold harmless, indemnify and defend City, its agents and employees from any claims, actions, damages or expenses, including attorney fees, arising directly or indirectly from any act or omission of Organization in connection with its duties hereunder and not with regard to any other agreement.

6. Depending on the scope of work involved, Organization may be required to obtain general liability insurance in an amount to be determined by the City Clerks Office and Department of Public Services. City will be named as an additional insured on any such policy.

7. Organization understands and shall make known to its volunteers that activities undertaken pursuant to this Agreement are done at the volunteers' own risk. Organization accepts full responsibility for the safety and welfare of its volunteers.

8. In the event Organization is unable or fails to maintain its adopted area, City may terminate the Agreement upon written notice to Organization and offer the adopted area to another individual or group.

9. Any physical improvements constructed, erected, or otherwise placed at the adopted area shall be maintained by and at the expense of Organization. Should Organization discontinue its adoption of said area, it shall remove said improvements and restore the property to its original condition, unless otherwise instructed by City.

10. The provisions of this Agreement shall be severable and if one or more provisions should be declared invalid, the remaining provisions shall remain in full force and effect.

11. This Agreement shall be governed, construed, enforced, and interpreted in accordance with the laws of the State of Michigan. The parties agree that any action to enforce this Agreement may be brought in any state or federal court that has subject matter jurisdiction and is located in, or whose district includes, Saginaw County, Michigan.

12. This Agreement represents the entire Agreement between the parties and supersedes any and all prior Agreements and understandings, and shall not be modified except in writing, signed by both parties.

**City of Saginaw, a Michigan
Municipal Corporation**

Organization/Individual

By: Phillip Karwat
Public Services Director

By: