



**CHARLES COUNTY GOVERNMENT  
ADOPT-A-ROAD CONTRACT**



This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the Charles County Department of Public Facilities, herein referred to as "County," and \_\_\_\_\_, herein referred to as "Group." Whereas in order to rid the County roads of litter, the County has established an anti-litter program in which volunteer groups adopt a roadway/portion of a roadway in or near their community to pick up litter; and

Whereas, since the Group desires to participate in the Adopt-A-Road Program, the parties hereto have entered into this Agreement.

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

1. The Group adopts \_\_\_\_\_  
between \_\_\_\_\_ and \_\_\_\_\_  
for a period beginning \_\_\_\_\_ 20\_\_\_\_,  
and ending \_\_\_\_\_ 20\_\_\_\_.
2. The Group accepts responsibility for picking up litter on the above described section of a County road in accordance with the attached Adopt-A-Road Addendum of Conditions ("Conditions");
3. By the signature below, the group acknowledges that each of its members participating in the Adopt-A-Road Program has been advised of the hazardous nature of the work, and each member has read and agreed to abide by the attached Conditions and expressly assumes the risk of such work;
4. The County will (i) supply the Group with gloves and plastic trash bags and will pick up filled trash bags (upon notification) in accordance with item nos. 7 and 8 of the attached Conditions; and (ii) will provide the group leader with safety information to be distributed to all participants in the program;
5. The Group shall indemnify and hold harmless the County for all losses, costs and expenses (including attorney's fees and court costs), settlement payments and (whether or not reduced to final judgement) all liabilities, damages and fines paid, incurred or suffered by the County by reason of or arising out of injuries to persons (including death) or property damage caused by the Group, its employees, agents or subcontractors or in anyway attributable to the performance of work or agreement, and shall further indemnify and hold harmless the County for any claim, action, suit or proceeding threatened, instituted or otherwise made against the County by reason of or arising out of:
  - a. Any breach, violation or non-performance by the Group of any provision of this Agreement; or
  - b. From any other cause whatsoever due to the careless, negligent, intentional, wanton or improper conduct of the Group;
6. Either party may terminate this Agreement upon thirty (30) days' written notice to the other party. All notices shall be mailed via United States mail and addressed as follows:

**COUNTY**

**VOLUNTEER GROUP**

Lowry Phelps, Litter Control Superintendent  
Name & Title

\_\_\_\_\_  
Group Title

Charles County Government/DPF  
Department

\_\_\_\_\_  
Group Leader

1001 Radio Station Rd. La Plata, MD 20646  
Address

\_\_\_\_\_  
Address

(301) 932-3599 or 301-870-2778  
Telephone

\_\_\_\_\_  
Daytime Telephone

7. Notwithstanding any other provision of this Agreement, the County reserves the right to modify this Agreement at any time. All modifications shall be in writing and shall be effective immediately upon the County mailing the modification to the person and address specified in paragraph 6.

**LITTER CONTROL SUPERINTENDENT, DEPARTMENT OF PUBLIC FACILITIES:**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**GROUP LEADER:**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**NAME TO APPEAR ON SIGN:** (Must be completed in order to have sign posted. Please print clearly.)

\_\_\_\_\_