

ADOPT-A-SITE AGREEMENT

This agreement is made this _____ day of _____, 20____, by and between Volunteer Organization (Volunteer) and the City of Canton (City).

WHEREAS, Volunteer and City are mutually desirous of beautifying the City of Canton through the landscaping of vacant areas of land owned by the City, usually adjacent to streets, highways or other entries to the City; and

WHEREAS, Volunteer is committed to performing all labor, on-going maintenance and beautification, free of charge, for the City of Canton; and

WHEREAS, in consideration of said free labor, the City will permit Volunteer to tastefully advertise their donated services;

THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. City hereby grants permission to Volunteer to beautify the following site located in the City of Canton: _____
(herein referred to as "Assigned Site"). City agrees not to bring trespass charges or assess any fees to Volunteer for entering upon and using the Assigned Site for the sole purpose of beautifying same.
2. This Agreement shall be in effect for a period of one year from the date this Agreement was made. This Agreement shall automatically renew for an additional one year term unless either party gives the other written notice of cancellation at least 30 days before the end of the one year term or renewal term.
3. Volunteer shall be solely responsible for any construction, design and maintenance of its Assigned Site for beautification. Volunteer agrees not to create or allow any nuisances, which could interfere with drivers' lines of vision or create or allow any other hazardous circumstances to exist.

4. In consideration for its efforts at the Assigned Site, Volunteer shall be permitted to advertise its donated services on a sign which shall be first approved in writing by the designated official of the City, for size, content and location. At its option and expense, City may provide standardized signs.

5. Volunteer agrees to indemnify and defend and hold harmless City, its public officials and employees from any and all claims, causes of action and liability arising out of the construction, design, planting and/or maintenance of the Assigned Site.

6. In the event Volunteer fails to obey or honor any of the terms and provisions of this Agreement, City may terminate this Agreement upon written notice to Volunteer.

All notices required herein shall be made as follows:

To City: Director of Public Service
 218 Cleveland Ave SW
 Canton, OH 44702
 330 489-3338

To Volunteer: _____

 Phone: _____

This Agreement was executed in duplicate at the place and on the date first written above by the duly authorized representative of each party to this Agreement.

CITY OF CANTON

NAME OF CORPORATION OR ENTITY

BY: _____
 Director of Public Service

BY: _____

Its: _____

APPROVED AS TO FORM:



 Joseph Martuccio
 Canton Law Director