

## What Is Adopt-A-Stop?

Adopt-A-Stop is a bus stop sponsorship program where businesses, organizations and individuals are invited to adopt a neighborhood SMART stop and keep it clean, clear of snow, attractive and free from litter. SMART has more than 6,000 bus stops in our transit system, and while we do our best to stay on top of litter, snow and vandalism, it's a huge task to accomplish. When civic-minded businesses or organizations volunteer to help us maintain bus stops, they help make communities a better place to live and work for everyone. A small commitment on your part can make a huge difference to you and your neighbors!

### **Partner Benefits**

Your participation and contribution will help to improve your city and community one block at a time. In return, SMART will recognize your business or organization:

- A special, personalized Adopt-A-Stop sign,
- Include your name as a sponsor of the program on smartbus.org
- A link to your website on smartbus.org
- Promote your efforts through social media.

#### How it works

As a partner of the Adopt-A-Stop program, you volunteer to maintain that stop or shelter for a period of one (1) year. SMART can help each sponsor identify the bus stop or shelter in the best location and provide some basic supplies for general maintenance.

Each Adopt-A-Stop Sponsor agrees to help:

- Keep the adopted stop/shelter and surrounding area clean and inviting, clear of snow, trash and debris
- · Alert SMART to report any vandalism, graffiti or major landscaping issues around the stop/shelter

### Who can participate?

We invite any individual, organization, local business, public agency, church, school, school groups as well as municipalities to consider participating. It's good for you, it's good for business and it's good for your community.

### Is there a cost to become an Adopt-A-Stop partner?

Your time and effort to maintain the stop/shelter is the only cost. SMART will provide an initial sponsorship kit with supplies to assist with the maintenance effort. Refills of trash bags are provided upon request.

### Interested in becoming an Adopt-A-Stop partner?

Choose your bus stop or shelter to Adopt. After you have selected your stop/shelter, please review and fill out the Maintenance Partnership Agreement and return to SMART.



Your business or organization will be recognized by signage on the adopted stop and included as a sponsor of the program on SMARTbus.org. SMART will also recognize your efforts through social media. If your business or organization is interested in participating in the program, please provide the following information:

Organization Name			
Address	Suite Number		
City	State	Zip Code	
Contact Person	Email	Daytime Phone	
Please print the exact name of the pe	erson, organization or business to	o appear for recognition as a sponsor:	
Location (provide nearest cross stree	ts) of Bus Stop/Shelter Site(s)		
Scheduled days for maintenance			
Printed Name of Representative	Tit	le	
Signature of Representative	Da	ite	



# AGREEMENT TERMS AND CONDITIONS

\_ (the "Participant") agrees to the following

terms and conditions for participation in the Adopt-A-Stop Program (the "Program"):

- 1. Participant agrees to adopt the bus stop located at \_\_\_\_\_\_ (the "Adopted Stop") for a period of one (1) year from the date of this Agreement.
- 2. This Agreement shall automatically renew annually until terminated via the provisions of this Agreement.
- 3. The Participant may adopt multiple stops if desired. A separate copy of this Agreement shall be submitted for each stop. Stops are assigned to program participants on a first-come, first-served basis.
- 4. The Participant shall regularly maintain, at a minimum frequency of once (1) per week, the Adopted Stop including but not limited to trash pickup, snow removal, and, if applicable, shelter cleaning.
- 5. The Participant shall contact SMART personnel in the event of vandalism or safety concerns, overgrown grass, biohazards, or any damage to shelters including glass breakage, if applicable. The Participant's requests for additional assistance with snow removal shall be directed to the municipality.
- 6. SMART shall provide to the Participant a welcome kit that includes cleaning supplies. The Participant may use personal cleaning equipment with written approval from the Adopt-A-Stop Coordinator. The use of equipment other than materials included in the welcome kit shall be at the Participant's own expense.
- 7. SMART shall install and maintain a sign at the Adopted Stop bearing the name of the Participant.
- 8. The Participant may provide and replenish non-perishable amenities for riders' personal use, including but not limited to handwarmers, hats, and scarves, at the Adopted Stop on a case-by-case basis with written approval from the Adopt-A-Stop Coordinator. The Participant shall bear the cost of these amenities.
- 9. The Participant may perform minor landscaping improvements, such as planting flowers, on a case-by-case basis with written approval from the Adopt-A-Stop Coordinator. Such improvements shall not impede access to the stop or encroach upon concrete pads, curbs, keywalks, or public sidewalks.
- 10. The Participant shall not install, remove, or modify any permanent amenities at the Adopted Stop or modify or remove the SMART branding and identification at the Adopted Stop. Permanent amenities include:
  - Shelters, benches, and trash receptacles (excluding liners and their contents)
  - Signage, signposts, schedule boxes, and schedule box inserts
  - Real-time arrival displays, public call phones, and stop request beacons
- 11. The Participant may submit materials for posting at the Adopted Stop to the Adopt-A-Stop Coordinator for the sole purpose of rider information, such as local service maps. These materials shall be posted by SMART personnel. All other forms of messaging and/or advertising at the Adopted Stop are strictly prohibited.
- 12. SMART shall monitor the Adopted Stop and reserves the right to terminate this Agreement for any reason upon thirty (30) days' notice to the Participant. No less than six (6) months from program admission and annually thereafter, a follow-up email will be sent to the Participant to confirm their ability to maintain their Adopted Stop.
- 13. The parties agree that the Participant is wholly independent from SMART in relation to the rights and responsibilities set forth in this Agreement. The Participant shall not be considered an agent or representative of SMART for any purpose. Subcontractors retained by the Participant to undertake any part of the work contemplated under this Agreement, and any amendments thereto, shall require express written approval by SMART prior to the execution of the subcontract by the Participant with the subcontractor. If an obligation undertaken by this Agreement is subcontracted, the Participant shall ensure that the subcontractor adheres to all terms and conditions of this Agreement. In addition, the Participant retains the duty to exercise full control and supervision over its employees and subcontractors. All individuals who will perform work at the Adopted Stop, including the Participant, must sign the agreement on the following page.



# PROGRAM WAIVER OF LIABILITY AND RELEASE OF SMART

The Participant, and each member listed below, assumes full responsibility for any injuries, damages or losses that may occur in, on, or about the premises of the Adopted Stop and does hereby fully and forever release and discharge the Authority and its employees and agents from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether known or unknown, anticipated or unanticipated, resulting or arising from use of, maintenance of, modification of, and/or presence on the property. The undersigned representative(s) hereby affirm their authority to bind the Participant for purposes of this Agreement, understands all of the Terms and Conditions listed above, and wishes to participate in the Adopt-A-Stop Program.

By participating in Adopt-A-Stop Program, the undersigned, or where the undersigned is a minor, a parent or legal guardian, hereby agrees to the WAIVER AND RELEASE set forth above. By signing below, the undersigned **ACKNOWLEDGES HAVING READ THE WAIVER AND RELEASE LANGUAGE, AGREES TO THE CONDITIONS STATED THEREIN, AND UNDERSTANDS THE EFFECT OF THE LANGUAGE.** 

Print Name	Signature	Date