



## AGREEMENT TERMS AND CONDITIONS

\_\_\_\_\_ (Participant) agrees to the following terms and conditions for participation in the Adopt-A-Stop Program:

1. Participant agrees to adopt the bus stop located at \_\_\_\_\_ (“Adopted Stop”) for a period one (1) year from the date of this Agreement and to regularly maintain (at a minimum frequency of once (1) per week) the Adopted Stop including, but not limited to: Trash Pickup, Shelter Cleaning and Snow Removal. This Agreement shall automatically renew on an annual basis until terminated via the provisions of this Agreement.
2. Participant agrees to manage all facets of the project, project assets and any staff necessary for the efficient and safe operation and maintenance of the Adopted Stop. SMART shall provide to Participant a Welcome Kit to the Adopt-A-Stop Program that includes cleaning supplies for the Participant to use during its participation in the Program. Thereafter, Participant shall maintain the Adopted Stop at its own expense.
3. Participant agrees to notify SMART of its requests for graffiti removal, overgrown grass removal and any shelter repairs, including glass breakage, if applicable. Participant’s requests for additional assistance with snow removal shall be directed to the municipality.
4. Participant agrees to notify the local police about vandalism, disturbances, safety issues, suspicious packages, drug paraphernalia and any illegal activity observed at or nearby the Adopted Stop.
5. The Adopted Stop shall not be altered or impaired by the Participant. Participant shall not make any changes or modifications from within or around the Adopted Stop, or alter, modify or remove the SMART branding and identification from the Adopted Stop.
6. Participant shall not use the Adopted Stop for advertising or any other promotional purpose whatsoever, whether for a business, personal or commercial purpose.
7. SMART shall monitor the Adopted Stop. Any breach in the terms and conditions of this Agreement could result in the immediate termination of this Agreement by SMART for cause. The parties agree that either party may terminate this Agreement for convenience upon written notice provided to the other party at least thirty (30) days prior to termination.
8. The parties agree that the Participant is wholly independent from SMART in relation to the rights and responsibilities set forth in this Agreement, and 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 sub-contracted, the Participant shall ensure that the sub-contractor 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.

The undersigned representative hereby states that s/he has authority to bind the Participant for purposes of this Agreement, understands all of the terms and conditions listed above, and wishes to be a Participant in the Adopt-A-Stop Program as indicated above.

Printed Name of Representative

Title

Signature of Representative

Date

