



Town of Barnstable
Adopt-A-Spot Program
Group/Individual Agreement
Statement of Volunteer Activity



The Town of Barnstable, Massachusetts, having offices at 367 Main Street, Hyannis, Massachusetts 02601
Herein after called the Town and the organization, whose name and address are:

Herein after called the Group, hereby enter into this Agreement, which provides that the Group shall
Maintain _____ in the Town of Barnstable described as follows:

The Group acknowledges the hazardous nature of the activity and agrees to the following terms and conditions:

1. The Group and/or its members agree to participate in an initial interview/screening process to ensure volunteers are capable and understanding of the nature of the activity being volunteered for.
2. A Town Public Works official shall conduct an initial safety briefing for the group as part of a general orientation and expectation over the area being maintained.
3. Participants shall wear approved personal protective equipment and observe safety regulations.
4. The Group understands that it must follow the Town of Barnstable's Organic Land Care Management Program. Any and all pest control (weeds, insects and fungi) and fertilizer applications must be organically derived and approved for use by The Structures & Grounds Division, Grounds Foreman.
5. The Structures & Grounds Division, Grounds Foreman must pre-approve all proposed improvements.
6. No personalized signs or monuments, unless provided by the Town, will be erected on any parcel in the Adopt-A-Spot program.
7. Unless modified by the Town, the Group shall conduct its operations no less than once a month, and to assist with monitoring the program, a member from the group shall call Barnstable Public Works Structures & Grounds offices upon completion of each activity. The department telephone number is (508) 428-6481.
8. The Group recognizes that by entering into the Adopt-A-Spot Program agreement, the Group accepts all maintenance responsibilities of said site in its entirety. (i.e. turf, flower beds and shrubs)
9. If the Group abandons the adopted site (leaves unattended for 30 or more days) the Town will remove all improvements and over seed with grass.
10. The Adopt-a-spot agreement shall be renewed with the Town by April 1st of each year.
11. If said agreement is not received by April 1st, the Group relinquishes its Adopt-A-Spot site and the Town will resume maintenance of said site.
12. The Group and its members understand completely that there is no provision, expectation or future receipt of compensation by the Town of Barnstable for their voluntary efforts.

TOWN OF BARNSTABLE
Adopt-A-Spot Program
Profit/Non-Profit Organization Volunteer

_____ agrees to release and hold harmless the Town of Barnstable
Name and/or Company/Organization

from any and all liability, loss, or damage including but not limited to bodily injury, illness, death or property damage which the Town of Barnstable becomes legally obligated to pay, including reasonable attorneys fees, investigative and discovery costs, and court costs, as a result of claims, demands, costs or judgments against the Town of Barnstable arising out of or caused by the negligence or fault of the volunteer, its members, employees, or agents while participating in the Town of Barnstable's Adopt-A-Spot Program.

IN WITNESS WHEREOF, I have executed this release on this _____ day of _____ 2021

By: _____
Print Name

Signature Date