

ADOPT-A-BEACH AGREEMENT

THIS AGREEMENT, made this day of _____(Date), between the BOROUGH OF WILDWOOD CREST (Public Works Department), hereinafter called the DEPARTMENT, and (Name of Group)_____ with its/their address at: _____ hereinafter called the APPLICANT.

BACKGROUND

- A. In order to rid the beach street ends of litter and to improve the environment the DEPARTMENT has established an anti-litter program known as "Adopt-A-Beach" (the Program), in which non-profit groups adopt one of 42 street ends at the entrance to the beach, from the bike path to the high tide waterline in order to pick up litter.
- B. The APPLICANT desires to participate in the DEPARTMENTS Adopt-A-Beach Program and the DEPARTMENT agrees to provide certain materials and information to the APPLICANT.

NOW, THEREFORE, in consideration of the mutual benefits to be received by the DEPARTMENT and the APPLICANT from participation in the Program, the parties agree to the following:

1. The above recitals are incorporated into the body of the Agreement.
2. Subject to the conditions set forth below and in attached exhibits, the APPLICANT adopts a section of the beach as set forth in Exhibit A which is attached to and made a part of this Agreement (the Site), beginning _____ (Date), subject to the DEPARTMENTS rights of termination.
3. The DEPARTMENT will provide sufficient clean-up supplies for use by the APPLICANT, see Attachment B.
4. (A) The APPLICANT will conduct litter pick-up at the Site as set forth in Exhibit A, a minimum of four (4) times prior to December 31st of the year of the Agreement, with two (2) clean-ups occurring between January and April, and two (2) clean-ups occurring between September and December, as mutually agreed upon by the DEPARTMENT and the APPLICANT. Additional clean-ups may be scheduled/coordinated during the year, whereas; all activities should be conducted between 8:00am and 1:00pm.
5. Prior to the start of the Program, the APPLICANT shall conduct at least one safety orientation session with its participants to review, at a minimum, safety and other guideline materials supplied by the DEPARTMENT. Safety materials provided by the DEPARTMENT must be reviewed by every person who will participate in the litter pick-up. No participant may be involved in the litter pick-up unless he/she has attended at least one safety orientation session conducted by the APPLICANT and has signed a release, a copy of which is attached as Exhibit B and made a part of this Agreement.
6. The APPLICANT agrees to comply with all provisions of the Adopt-A-Beach policy of the Borough set forth in Attachment A and made a part of this agreement.

7. The APPLICANT agrees to read and comply with Attachment B, Safety Recommendations/Requirements which is attached hereto and made a part of this Agreement.
8. One (1) week prior to the first scheduled clean-up, the APPLICANT shall arrange to pick up a set of supplies including sufficient gloves, safety supplies and plastic trash bags from the DEPARTMENT. The APPLICANT shall request additional clean-up equipment from the DEPARTMENT, if necessary.
9. The DEPARTMENT will arrange for the recycling and/or disposal of all collected litter.
10. The APPLICANT shall not use or display any business logo or commercial advertising at the clean-up site.
11. The APPLICANT shall submit a list of participants with signatures within two (2) weeks after each litter pick up.
12. The APPLICANT shall indemnify, save harmless and, if requested defend the Borough of Wildwood Crest, DEPARTMENT, any officers and employees from and against all claims, suits, or actions, for injury, death or property damage whether just or unjust, fraudulent or not, arising out of or alleged to arise out of the performance of clean-up activities, whether negligent or not, under this Agreement, and for all costs and expenses incurred by the Borough in the defense, settlement or satisfaction of any such claims, including attorney's fees and costs of suit. A separate hold harmless agreement must be properly executed, attached hereto and made of this contract as set forth.
13. The DEPARTMENT shall have the right at its sole discretion and at its convenience to terminate the Agreement at any time by providing written notice to the APPLICANT.
14. The APPLICANT shall, at no cost to the DEPARTMENT, be responsible for repair of, or compensation for, any damage to any real or personal property caused by the APPLICANT, whether publicly or privately owned.
15. Any notice to or communication with the DEPARTMENT by the APPLICANT shall be with the Adopt-A-Beach Coordinator. Any notice to or communication with the APPLICANT shall be to the authorized signatory of this Agreement at the address above shown.
16. The APPLICANT gives consent to the Borough of Wildwood Crest, DEPARTMENT, to post photos, videos, and images/photographic likeness of APPLICANT and/or child/children. APPLICANT agrees that the Borough of Wildwood Crest, and the DEPARTMENT, has full right of disposition in any manner whatsoever, including the right to publish images/photographic likeness on Facebook (<http://www.facebook.com>), or the Borough Website(S) (<http://www.wildwoodcrest.org/>), and/or (<http://www.visitwildwoodcrest.com/>). Applicant hereby releases the Borough of Wildwood Crest and any and all legal representatives and assigns from any and all claims whatsoever in connection with the use, reproduction, publication of the images thereof.
17. The APPLICANT, by entering into this Agreement, certifies that it is not affiliated, either directly or indirectly with any political party, elected official or candidate for public office.
18. The APPLICANT has been provided with DEPARTMENT criteria for eligibility to participate in the Program and, by signing this Agreement, certifies that it meets all such criteria.
19. The Agreement constitutes the entire understanding between the parties.

EXHIBIT A

NAME OF GROUP/FAMILY/ORGANIZATION: _____
EMAIL ADDRESS (REQUIRED): _____
PERMANENT ADDRESS: _____
LOCAL ADDRESS: _____
CONTACT PERSON (CAPTAIN): _____
CAPTAIN PHONE NUMBER: _____
NUMBER OF MEMBERS: _____
DESIGNATED STREET END/BEACH CLEAN UP SITE: _____
ALTERNATE STREET END/BEACH CLEAN UP SITE: _____
(Please note: If you don't request a specific location, a street/site will be assigned to your group)

How would you describe your organization? (please circle one)

- | | |
|----------------|-----------------|
| Church Group | Youth Athletics |
| Civic Group | School/PTA |
| Boy/Girl Scout | Family |
| Local Business | Friends |

Please provide dates for your clean ups on the lines below (dates can be changed within the months):

January – April

1st Clean: _____ Rain Date: _____

2nd Clean: _____ Rain Date: _____

September - December

1st Clean: _____ Rain Date: _____

2nd Clean: _____ Rain Date: _____

Approximate number of supplies needed for Group (number of members):

Gloves _____ Vests _____ Bags _____

ATTACHMENT A ADOPT-A-BEACH POLICY

STATEMENT OF POLICY:

It is the position of the Borough of Wildwood Crest that an ongoing effort is required to ensure that the street and beach access within the town are maintained in an attractive condition while at the same time controlling the increasing cost of litter removal on the roadways and beach accesses.

It appears that the most common category of litter found within the Borough is paper, including such items as fast food containers, newspapers and cigarette butts, followed by cans and bottles.

The Adopt-A-Beach Program provides citizens with the opportunity to assist the Borough in achieving their mutual goals of safe, attractive and litter-free beaches. Additionally, the Adopt-A-Beach Program serves to raise the level of public awareness concerning the amount of beach litter.

An Adopt-A-Beach Program establishes and promotes stewardship of public lands by the citizens of the Borough and fosters cooperation between the public and the government to resolve the all-too-common problem of litter debris.

By enacting an Adopt-A-Beach Program, the Borough of Wildwood Crest joins numerous other municipalities, counties and states that sponsor similar programs.

In accordance with the Clean Communities Mini-Grant Guidelines promulgated by the State of New Jersey, non-profit groups not associated with any political party may "adopt" a street end leading to the beach.

Each person or group will agree to perform a minimum of (4) four clean-ups per year. The clean-ups shall occur within the designated dates with each clean-up lasting at least three (3) hours. Whereas, the clean-up must be on both sides of the access. All clean-ups may be modified as mutually agreed upon by the DEPARTMENT and the APPLICANT.

Each group must designate a leader who will ensure that all group members use safety equipment, receive safety instructions, follow appropriate recycling techniques and follow applicable safety procedures.

Groups must have a minimum of four (4) volunteers per clean-up and must have at least one adult per five (5) children under the age of eighteen (18). For safety purposes group size should be a maximum of 20 persons.

All groups must sign a waiver/release form prior to engaging in any clean-up activities.

All groups engaging in clean-up efforts will be provided with sufficient bags, gloves, and safety vests. First aid kits will be made available at the request/need of the group. **Please call the Adopt-A-Beach Coordinator at the Department of Public Works one (1) week prior to the first scheduled litter clean-up to arrange to pick up your supplies. (609) 522-7446.**

For the duration of the Adopt-A-Beach Program, said Program will be administered by the Borough of Wildwood Crest and the Department of Public Works in a manner approved by the Borough of Wildwood Crest.

Prior to any clean-up efforts on the part of any group, beach areas are chosen by the Participant for clean-up will be reviewed for suitability by the Borough of Wildwood Crest Department of Public Works.

After being selected for participation in the Adopt-A-Beach Program, all groups must confirm their intended clean-up dates no later than one (1) week prior to the date of each intended clean-up to the Adopt-A-Beach Coordinator so that arrangements can be made for pick-up of the collected refuse and recyclables.

The Adopt-A-Beach Program and the agreement or agreements associated therewith, may be modified in scope or altered in any other manner at the sole discretion of the Borough of Wildwood Crest with advice of such modifications communicated to the group at the earliest possible time.

PARTICIPATION IN THE ADOPT-A-BEACH PROGRAM:

The adoption of a street end of the Borough of Wildwood Crest access is a privilege that may be granted by the Borough to groups or organizations who would assist the Borough in achieving its Adopt-A-Beach goals.

Only those groups or organizations that are qualified will be permitted to adopt a street end. No group or organization with a history of violent, criminal or wrongful behavior will be permitted to adopt a street end.

The Borough of Wildwood Crest may, in its sole discretion, refuse to allow a group or organization to adopt a street end if, in the opinion of the Borough, granting the request would in any way jeopardize the Adopt-A-Beach Program, be counterproductive to the purposes of the Program, or represent a hazard to the safety of the traveling public.

The Borough of Wildwood Crest reserves the right to consider any and all factors it deems appropriate in determining whether or not groups or organizations may participate in the Adopt-A-Beach Program.

Program participants agree not to hold the Borough of Wildwood Crest responsible for any injuries that they may suffer or damages that may result from their participation in the Adopt-A-Beach Program.

ATTACHMENT B

SAFETY RECOMMENDATIONS/REQUIREMENTS:

Participants in the Borough of Wildwood Crest Adopt-A-Beach Program should comply with the following recommendations. The following list is provided as guidance to participants and is not all inclusive.

Know emergency procedures such as the location of the nearest emergency facility and how to quickly summon the police or an ambulance.

Be supplied, when requested, with a First Aid kit provided by the DEPARTMENT, which should be included with other supplies during litter pick-ups.

Avoid overexertion and heat related problems by drinking water and taking breaks.

Carpool to the litter pick-up site.

Wear the recommended attire: Long sleeves, blue jeans or long pants, leather shoes or boots, and gloves.

Be careful of contact with poison plants, bees, wasps, hornets, fire ants, and snakes. The recommended attire will usually prevent irritations from most plants.

Pay special attention to the handling of broken glass. Participants must be careful not to step or kneel on broken glass.

Park vehicles a safe distance from the traveled roadway. For enforcement purposes, the APPLICANT needs to notify the proper authority to take corrective action.

Conduct at least one safety orientation session during each calendar year of involvement in the Adopt-A-Beach Program.

Provide appropriate and adequate adult supervision when youth groups are involved in litter pickups, that is, one adult per five (5) participants below the age of 18.

Perform clean-up activities when weather is conducive and during daylight hours.

Avoid all horseplay or demonstrations of any nature on the right-of-way.

Avoid hazardous materials such as car batteries or any unidentified questionable items and animal carcasses.

Notify group leader of all known allergies and any physical infirmities prior to participation.

Use caution while engaging in clean-up activities.

Where deemed appropriate the group will contact/inform the local police department in the town where the clean-up is to be performed as to the dates, times and location of clean-up activities.