

**City of Saginaw Public Services Department**  
**Adopt-A-Park/Public Property Application and Agreement**

Adopting Organization/Person(s): \_\_\_\_\_

(The adopting organization must be an entity legally capable of entering into this contract – i.e. either an individual(s) or a formally created corporation or limited liability company.)

Contact Person(s) (if different than named above): \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Number of Volunteers: \_\_\_\_\_ Are any volunteers under 18: \_\_\_\_\_

Location of area to be adopted: \_\_\_\_\_

Description of work to be performed: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Please attach additional pages as necessary for any of the above-information.  
Full contact information should be provided for each person involved in said adoption.)

**Statement of Agreement**

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between the Adopting Organization/Person(s) set forth in the application above (hereinafter referred to as Organization) and the City of Saginaw (hereinafter referred to as City);

Whereas, City is the owner and custodian of certain real property; and,

Whereas, Organization desires to maintain and beautify portions of that real property;

In consideration of Organization's being able to conduct activities on public property as herein contemplated, it is hereby agreed:

1. Organization commits to adopt and maintain the above-referenced location in the manner set forth in the Adopt-A-Park/Public Property application above for a period of one-year from the date of this Agreement.
2. All activities of Organization will first be presented to and approved by City's Department of Public Services to ensure that the proposed work is consistent with the plans, goals, and objectives of City. The application will then be presented to City Council for approval.

3. Organization shall have the responsibility of ensuring that all activities are properly controlled and supervised and comply with all City ordinances and other applicable laws or regulations.
4. Any mural, artwork, or other similar installation at the above-referenced location shall not contain any nudity, profanity, gang signs, or depictions of drug or alcohol use, nor shall it endorse any particular person, product, or idea.
5. Organization shall ensure its efforts do not disrupt normal activities or services nor jeopardize public safety. Organization will act responsibly and safely in conducting its activities.
6. Organization shall not discriminate against any protected class in the conduct of its activities under this Agreement and shall otherwise comply with all federal, state, and local laws prohibiting discrimination.
7. Organization will hold harmless, indemnify and defend City, its officers, agents, and employees, from any and all claims, actions, damages or expenses, including attorney fees, arising directly or indirectly from any act or omission of Organization in connection with its performance of any activities at the above-referenced location or its duties hereunder.
8. Depending on the scope of work involved, Organization may be required to obtain general liability insurance in an amount to be determined by the City Clerk and Department of Public Services. City will be named as an additional insured on any such policy.
9. Organization understands and shall make known to its volunteers that activities undertaken pursuant to this Agreement are done at the volunteers' own risk. Organization accepts full responsibility for the safety and welfare of its volunteers and shall indemnify the City, its officers, agents, and employees, from any and all claims made by such volunteers.
10. In the event Organization is unable or fails to maintain its adopted area, or breaches any term of this Agreement, City may immediately terminate the Agreement upon written notice to Organization and offer the adopted area to another individual or group.
11. Any physical improvements constructed, erected, or otherwise placed at the adopted area shall be maintained by and at the expense of Organization. Should Organization discontinue its adoption of said area, it shall remove said improvements and restore the property to its original condition, unless otherwise instructed by City. Failure to remove such improvements within thirty (30) days of termination of this Agreement shall constitute Organization's abandonment of such improvements; at such time, the improvements will become the property of the City.
12. The provisions of this Agreement shall be severable and if one or more provisions should be declared invalid, the remaining provisions shall remain in full force and effect.
13. This Agreement shall be governed, construed, enforced, and interpreted in accordance with the laws of the State of Michigan. The parties agree that any action to enforce this Agreement may be brought in any state or federal court that has subject matter jurisdiction and is located in, or whose district includes, Saginaw County, Michigan.

14. This Agreement represents the entire Agreement between the parties and supersedes any and all prior Agreements and understandings, and shall not be modified except in writing, signed by both parties.

**City of Saginaw, a Michigan  
Municipal Corporation**

**Organization/Individual**

\_\_\_\_\_  
By: Timothy Morales, City Manager

\_\_\_\_\_  
By:  
Its:

**Organization/Individual**

\_\_\_\_\_  
By:  
Its:

**Organization/Individual**

\_\_\_\_\_  
By:  
Its:

**Organization/Individual**

\_\_\_\_\_  
By:  
Its: