

Agreement Number	Organization	
Address		Phone Number

THIS AGREEMENT is made and entered into by and between the Washington State Department of Transportation Aviation Division, hereinafter called the "Division" and the above named group, hereinafter called the "Group."

WHEREAS, the Division is granted the authority under RCW 47.40 to establish a statewide Adopt-an-Airport Program, and whereas, the Group wishes to contribute toward the effort to enhance airport maintenance;

NOW THEREFORE, the Division does hereby grant the Group permission to participate in the Adopt-an-Airport Program by performing planned maintenance projects as authorized by the Division, and conducting other enhancement work if specified, on the airport designated below, in accordance with the following terms and conditions:

The Group does hereby agree to adopt  
Airport for a period of not less than two years and agrees:

1. To conduct activities in a safe manner and comply with any conditions as may be required by the Division for safety of the participants. Safety is the number one priority of the program.
2. To assign a leader to each crew and that crew leader shall have a copy of this Agreement with him/her while working on the airport.
3. To perform maintenance activities at least \_\_\_\_\_ times per year. Maintenance should be done as necessary to maintain a neat appearance and provide safe facilities. Recommended interval for maintenance is: Maintenance activities shall take place during the month's of \_\_\_\_\_.
4. To have all participants wear an orange vest furnished by the Division when out on the airport.
5. To park vehicles in the airport parking areas, and not on the runway or taxi way, or as otherwise directed by the Division Representative during an activity.
6. Participants shall be 15 years of age or older. The Group shall furnish supervision by one or more adults for every eight (8) minors (under 18 years of age) participating in the activity.
7. Each participant shall, before participating in airport maintenance activities, attend a safety briefing conducted by a Division Representative.
8. To arrange for, as available, supplies and materials from the Division during regular business hours.
9. To comply with all maintenance plan specifications for the adopted airport when conducting maintenance activities.
10. To not possess or consume alcoholic beverages while at the airport.
11. That participants who find anything that they suspect to be hazardous shall not touch it, but shall take appropriate precautions and report the location and description of the material/substance to a Division Representative.
12. That participants shall not pick up syringes, hypodermic needles, or exceptionally large, heavy or unyielding objects. When these kinds of materials are discovered, the Division Representative should be notified as soon as possible to arrange for proper disposal.
13. To provide the Division a copy of the Adopt-an-Airport Volunteer Participant Activity Report with names and signatures of individual participants in the authorized activity within 7 calendar days following each and every maintenance activity.

That the crew leader shall report any injuries incurred by participants during maintenance activities, to the Division Representative within two working days of the injury. Notification should include:

- Name of injured person
- Date and time of injury
- Nature of injury
- How the injury occurred

14. To return to the Division the vests and any other unused equipment and materials furnished by the Division, following each use, or upon termination of agreement.

**The Division Does Hereby Agree to:**

1. Furnish and install an Adopt-an Airport sign with the Group name or acronym displayed at the assigned area; provided the sign is authorized by law or by airport lease documents.
2. Assist the Group, in cleaning up litter and/or debris if necessary (i.e., when large, heavy, or dangerous items are found).
3. Provide safety materials and training aids to the Group.
4. Maintain necessary records required under RCW 51.12.035 to secure medical aid benefits under Chapter 51.36 RCW for participants.

**Other Considerations, Terms, and Conditions:**

It is recommended the Group have a first aid kit available at the airport site, and at least one person with a valid First Aid Card be present during activities.

It is also recommended that the Group have a cellular phone, radio, or some form of two-way communication on site in case of emergency.

Recycling is an accepted and encouraged activity. Profits from the sale of recyclable items shall belong to the Group. Maintenance shall be accomplished only during daylight hours.

The Division is authorized to suspend this Agreement temporarily without incurring liability, if airport maintenance and/or construction are required within the limits of the airport area. Once these activities have been completed, the Group will be notified and the Agreement restored. The Division is authorized to terminate this Agreement without notice if it deems it necessary, for any reason, or if the Group fails to comply with any conditions of this Agreement or maintenance plan, or for any public purpose, without cost to the Division. This Agreement will automatically terminate upon 30 days written notice of non-compliance, unless the Group takes corrective action(s).

The term of this Agreement shall commence on \_\_\_\_\_, and shall end on \_\_\_\_\_ unless renewed, or terminated on 30-day notice by the Division, or the Group. Upon Termination of this agreement the Adopt-an-Airport sign shall be removed and remain the property of the Division. The Group and its agents agree to protect the State of Washington, its officers and employees and save them harmless from all claims, actions or damages of every kind and description which may accrue to or be suffered by any person, persons, or property by reason of the acts or omissions of the Group or its agents in use or occupancy of the airport right of way or in the exercise of this Agreement. In case any suit or action is brought against the State of Washington, its officers and/or employees, arising out of or by reason of any of the above causes, the Group and its agents will, upon notice of such action, defend the same at their sole cost and expense and satisfy any judgment against the State of Washington, its officers, or employees: PROVIDED, that if the claims or damages are caused by or result from the concurrent negligence of (a) State of Washington's agents or employees and (b) the Group or its agents, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Group or its agents.

The Group and on behalf of its assigns and agents agrees to waive any claims for losses, injury to persons and or property, expenses, damages or lost revenues incurred by it or its agents in connection with Group, its assigns or agents in the use or occupancy of the airport right of way or in the exercise of this Agreement against the State of Washington, its agents or employees except the reasonable costs of repair of property resulting from the negligent injury or damage to the Group's property by the State of Washington, its agents, or employees.

<b>Group Representative</b>	<b>WSDOT Aviation Division Representative</b>
By	By
Title	Title
Date	Date

<b>Assigned Airport</b>	<b>County of Assigned Airport</b>

Name of Organization		<b>Washington State Department of Transportation Aviation Division</b>
Address		Address
Name of Organization Contact		Phone Number
Title		Date of Execution
Home Address		Name of Division Representative
Day Phone Number	Evening Phone Number	Title
Email Address		Division Representative Mobile Phone Number