



## Exhibit 3

### **ADOPT-A-ROAD INDEMNIFICATION AGREEMENT**

This Indemnification Agreement is entered into by and between Keep North Fulton Beautiful, Inc. (KNFB), (d.b.a. Keep Johns Creek Beautiful) and \_\_\_\_\_ (“Organization”) this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WHEREAS, the City of Johns Creek (“City”) and KNFB have created an Adopt-A-Road Program (“Program”) in order to provide for litter removal along the roadways within the City; and

WHEREAS, KNFB operates the Program pursuant to Adopt-A-Road Program Guidelines (“Guidelines”) set forth in Exhibit “1,” attached hereto; and

WHEREAS, the Organization desires to participate in the Program by adopting the portion of roadway described in Schedule 1, attached hereto; and

WHEREAS, the Organization is aware of and acknowledges the potentially hazardous nature of the work which is to be performed pursuant to the Program;

NOW, THEREFORE, for and in consideration of the following covenants and considerations, the mutuality, sufficiency, and receipt of which is expressly acknowledged, KNFB and the Organization agree as follows:

1. The Organization agrees to comply with all Guidelines while participating in the Program.
2. Upon the Organization’s compliance with all documentary and safety related regulations pursuant to the Program, KNFB will assign that particular portion of roadway described in Schedule 1 to the Organization for “adoption.”

3. The Organization agrees to hold harmless and indemnify KNFB from and against any and all claims, causes of action of whatever kind or nature, whether known, unknown, present or future, demands, costs, and expenses, including reasonable attorney's fees (hereinafter "Claims"), that KNFB may suffer as a result of the operation of the Program, except any such Claims caused by the sole negligence of KNFB. The Organization agrees to hold harmless and indemnify the City, including its elected officials, officers, employees and agents, from and against any and all Claims that the City may suffer as a result of the operation of the Program, except any such Claims caused by the sole negligence of the City.
  
4. The Organization shall require and obtain full and complete liability releases in the form attached hereto as Exhibit "2-A" and/or "2-B" signed by all participants in the Program prior to any participant's participation in the program.

**Keep North Fulton Beautiful, Inc. (d.b.a. Keep Johns Creek Beautiful)**

\_\_\_\_\_  
Kathy Reed, Executive Director

**Organization:**

\_\_\_\_\_ Date \_\_\_\_\_

By (Name): \_\_\_\_\_

Title \_\_\_\_\_

Phone Contact \_\_\_\_\_

Email Contact \_\_\_\_\_

Print Name as it should appear on Adopt A Road Sign. (limit 25 letters inc. spaces)

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