



**CITY OF BURLINGAME  
SERVICE AGREEMENT AND WAIVER OF LIABILITY  
FOR THE ADOPT A DRAIN PROGRAM**



**1. Description of Adopt a Drain**

Adopt a Drain (“AAD”) is a City initiative to encourage residents to clear or remove litter and debris from storm drains. The AAD website allows users to identify and “adopt” a storm drain to clear if it gets blocked by debris.

**2. Acceptance of Terms**

The City of Burlingame (“City”) provides the Adopt a Drain program subject to this Service Agreement (“Agreement”), which the City may update from time to time without notice to you. By accessing and using AAD, you accept and agree to be bound by the terms and conditions of this Agreement.

**3. Voluntary Performance**

All of your actions pursuant to this Agreement are voluntary. If you choose to adopt a storm drain, you are under no obligation and have no responsibility to actually clear out that storm drain or any storm drain. You agree not to damage, deface, or permanently alter any storm drain in any way.

**4. Account Suspension or Termination**

The City has the right to suspend or terminate your account and refuse future use of the AAD website for any reason or no reason at all. Accounts that consistently adopt storm drains without clearing them out may be terminated. You agree that all terminations, limitations of access, and suspensions shall be made in the City's sole discretion and that the City shall not be liable to you or any third party for any termination of your account, any associated email address, or access to the AAD website.

**5. Public Records Policy**

All content submitted by you during your use of the AAD website is subject to applicable local, state, and federal public records laws.

**6. User Conduct**

You agree to use the AAD website for its intended purpose only. Any other use is a breach of this Agreement. You agree not to submit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable.

**7. Indemnity**

You agree to indemnify and hold the City, and each of its officers, attorneys, employees, representatives and volunteers free and harmless from and against any and all actual or alleged claims, damages, losses and expenses, including attorney's fees, that you may sustain while using the AAD website or participating in the AAD program. You hereby release and discharge the City, and each of its officers, attorneys, employees, representatives and volunteers free and harmless from any and all claims, demands, causes of action of any nature or cause, for any such injury or damage incurred or suffered.