

**CITY OF WEST HOLLYWOOD  
DETROIT COMMUNITY GARDEN  
LEASE AGREEMENT**

This Agreement is entered into this \_\_\_\_ day of March 2022 at West Hollywood, California, by and between the City of West Hollywood, a municipal corporation, 8300 Santa Monica Boulevard, West Hollywood, California 90069 (hereinafter referred to as the "CITY,") and \_\_\_\_\_ (hereinafter referred to as the "LICENSEE").

**GENERAL**

The CITY is a highly urbanized area with little property devoted to parkland, open space, or other recreational pursuits.

The CITY believes that it is in the public interest to increase the supply of parkland, open space and recreational opportunities available for residents and has leased the unimproved real property known as the Detroit Community Garden to license residents of the City to actively participate in the community garden program.

Garden plots may be reserved under a License Agreement for a period of up to twelve (12) months at a fee of one hundred dollars (\$100). In addition, the LICENSEE will pay a deposit of twenty dollars (\$20.00) for a gate key. The deposit will be refunded upon return of the key to the CITY. LICENSEE agrees not to copy, loan, or release the key to any other party.

LICENSEE must live or work in the City of West Hollywood and will be assigned plots within the garden area when available on a one plot per household basis. The City will establish and maintain a waiting list for this purpose.

Commercial use of plots is not allowed.

Gardening hours are 7:00 a.m. to 7:00 p.m.

No LICENSEE shall enter a garden plot, other than his/her own, without that licensee's permission.

LICENSEE may not assign his or her garden plot to another individual. Doing so will result in immediate loss of license for that plot.

LICENSEE agrees to abide by the Detroit Community Garden Program Rules, attached to this document as Exhibit A.

## **LICENSEES**

1. Licensees must show proof of City of West Hollywood residency (valid California Identification and/or California Driver's License and a residence utility bill) or proof of employment within the city of West Hollywood (paystub and/or letter of employment from HR Manager).
2. A garden plot license will be issued to LICENSEE only with a maximum of one plot per household.
3. Garden plots will be assigned to eligible West Hollywood residents or employees on a first come, first served basis.
4. All consideration paid for the license is non-refundable, regardless of termination of the license for the plot during the twelve (12) month period or any partial periods or months.
5. Payment of the initial fee and key deposit must be paid online prior to the effective date of this agreement.
6. The LICENSEE hereby agrees to waive any claim, action, or other rights in connection with any injury which the LICENSEE, or the LICENSEE's agents, friends, family or other associates might sustain in any activity arising out of or related to exercise of this license.
7. The LICENSEE hereby agrees to indemnify and hold harmless and defend the CITY from any and all claims, actions, liabilities, costs, and judgments, including reasonable attorneys' fees and costs of litigation, based on or in connection with any injury which the LICENSEE or the LICENSEE's agents, friends, family or other associate might sustain in any activity arising out of or related to this license.

## **CITY**

1. City will provide water.
2. Refuse collection will be provided at the gardens based on the collection schedule of the City's contracted waste management vendor.
3. The structure of the plots, pathways and exterior perimeter fences will be maintained by the City.
4. City will conduct inspections and issue non-compliance notices to gardeners not properly maintaining their gardens.
5. The CITY has no other responsibilities except those stated above.

## TERMINATION

1. Both the CITY and the LICENSEE shall have the power to terminate this license at will.
2. This license shall terminate automatically should the LICENSEE become a non-resident of the city, terminate employment within the city, or if a notice mailed to the LICENSEE's designated address is returned to the CITY because it is "not forwardable."
3. The term of this license shall be for **twelve (12) months** unless terminated earlier.

## RULES

The LICENSEE hereby agrees to comply with the following:

1. The LICENSEE shall be responsible for keeping the plot in a clean, sanitary, orderly, and attractive condition. The LICENSEE shall be responsible for any repairs or improvements required by the CITY and will at all times maintain the plot in compliance with public laws, ordinances and regulations, and any rules for licensees presently existing or which may be later developed and delivered to licensees by the CITY. The LICENSEE shall comply with any and all requirements of the CITY's insurance carriers necessary for the continued maintenance of fire and liability insurance at reasonable rates on garden plots.
2. The LICENSEE shall use the plot solely for growing fruits, flowers and vegetables for use by their family or other public benefit. The LICENSEE may not sell crops grown at the garden plot.
3. The LICENSEE shall not commit or permit the commission of any waste on or in the plot. The LICENSEE shall not maintain, commit or permit the maintenance or commission of any nuisance. The LICENSEE shall not use or permit the use of the garden plot for any unlawful purpose.
4. LICENSEE agrees to abide by the DETROIT COMMUNITY GARDEN PROGRAM RULES, attached to this License Agreement as Exhibit A.

**NO WARRANTIES.** The CITY does not warrant that the plot is suitable for gardening, or that the soil is free of contaminants.

**ACCEPTANCE BY THE LICENSEE.** The LICENSEE has inspected and accepts the plot and the improvements and facilities in their condition as at the time this license was issued to the LICENSEE; the CITY shall not be required to make any changes, alterations, additions, improvements, or repairs in or about the garden area or plot during the term of this license.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Licensee

CITY OF WEST HOLLYWOOD

8300 Santa Monica Blvd.  
West Hollywood, CA 90069

\_\_\_\_\_  
Marina Rhodes  
Recreation Supervisor

\_\_\_\_\_  
Stephanie Martinez  
Manager, Recreation Services

**Licensee Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_  
**Phone #:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**EXHIBIT A**  
**City of West Hollywood**  
**Recreation Services Division**

**DETROIT COMMUNITY GARDEN PROGRAM RULES**

Access to the community garden is granted in accordance with the License Agreement and Garden Rules. The Community Garden Program is made possible through the joint agreement of the landowner and the City of West Hollywood. **Community garden plots are available as a privilege.** In order to ensure a successful and enjoyable gardening experience for everyone, the following rules have been established:

1. Garden hours are 7:00 a.m. to 7:00 p.m.
2. Only one plot will be assigned per household.
3. Gardeners must live or work within the City of West Hollywood.
4. No illegal substances are permitted in or may be grown in the garden.
5. Plots may be used solely for growing fruits, vegetables, and flowers for personal and family use. Plant no more than 10% of your garden area in beneficial flowers and no more than 25% of garden area with any one crop. (Beneficial flowers are considered those that attract bees for pollination, flowers to attract beneficial insects to combat unwanted pests, etc.)
6. Crops from the community garden may not be sold.
7. Gardeners are responsible for:
  - a. care and maintenance of their assigned plot including **prompt** removal and disposal of weeds, dead plants, and debris.
  - b. maintenance of surrounding walkways including clean-up and proper removal of weeds and debris.
  - c. Maintaining plots using **only organic** pest and weed control. Gardeners may use botanical insecticidal soap. No herbicides may be used. No fertilizer may be used that in any way detrimentally affects adjacent gardens.
  - d. Removing garden tools, bags of soil amendment, tomato cages and/or stakes and trellis when not in use.

- e. Only using items made for a garden, (i.e. no old windows, step ladders, screens or doors) in the plot.
8. New licensees must have their plots cleared and cultivation started within 30 days of the plot assignment.
9. The Community Garden is a year-round activity. All gardens must be actively planted and gardened year-round. The only exception is during winter months of November through February. If a gardener chooses not to garden during winter months, they must first clear ALL vegetation from their plot, then cover it with dark plastic to prevent weeds and bugs.
10. The following is **prohibited**:
  - a. potted plants
  - b. pumpkins
  - c. trees
  - d. fertilizers or insecticides that will affect neighboring plots
  - e. weed repellants
  - f. snail bait (wood ash or kitty litter can be used as an organic alternative)
  - g. pets or animals
  - h. stagnant water
11. For the safety of others, vegetation must remain within plot borders and not infringe on walkways.
12. Crops must be harvested upon maturity to minimize the attraction of rodents and insects.
13. Vegetation, trellises, supports, cages, or any structure *including artwork* may **NOT** exceed **six feet** in height. Tall crops will be planted in the center of garden plots to reduce infringement of neighboring garden plots sun/shade/space.
14. All growth and property must remain well within plot boundaries. Gardeners will not plant anything that will shade neighboring plots or otherwise infringe on a neighbor's planting space. Wandering vines must be trellised or maintained within plot borders.
15. To eliminate misunderstandings, sharing crops with other gardeners must be done in person.

16. A **Zero Tolerance** policy is in effect for theft of crops, materials, and other personal property.
17. Neglected plots will be reassigned under the following conditions:
  - a. Gardeners of poorly maintained plots will be notified by email, mail or phone and given 14 days to improve the condition of the plot.
  - b. Gardeners must contact the garden manager within 14 days of notification.
  - c. If the neglected condition of the plot continues for more than 14 days after notification, the plot will be reassigned to a new gardener.
18. Gardeners who cannot maintain their plot due to temporary circumstances must notify the Community Garden Lead as soon as possible. Gardeners are responsible for arranging for someone to take care of their plot if they are ill or on vacation.
19. Any modification to the garden must be approved by the Community Garden Lead.
20. Any activities in the garden other than gardening (gatherings, photo shoots, etc.) must be approved in advance by the Community Garden Lead.
21. Gardeners are responsible for providing their own tools, seeds, plants, and watering. Water hoses and water sources are accessible to all plots. Gardeners must remove personal hose sprayers and nozzles after each use.
22. No structures are permitted in or around the garden, except for items used to support a growing crop, such as tomato cages, trellis for beans, bean poles, etc. Do NOT use any type of pressure treated wood in the garden.
23. Gardeners may not alter, attach to, replace, or paint the borders of the plot.
24. Only materials needed for gardening may be stored in the plot. All storage must be orderly.
25. Gardeners shall water with care and consideration so that water is not wasted, and hoses are returned to racks.
26. All plant waste must be deposited into the green plant matter waste containers or compost bin. All other waste must be placed in the black waste container. Do NOT throw dirt and rock in the trash bins.
27. Children must be supervised by an adult at all times.
28. Gardeners must be courteous to garden and resident neighbors at all times.

29. The gate must be always locked. **DO NOT** prop the gate open.
30. Decisions made by the Detroit Community Garden Program Coordinator are final.
31. The City of West Hollywood is **NOT** responsible for notices that are not received due to change of address or phone number. Gardeners are responsible to notify the garden manager of any change in contact information.

Revised: February 28, 2022