

CITY OF WEST HOLLYWOOD DETROIT COMMUNITY GARDEN LICENSE AGREEMENT

This Agreement is entered into this ____ day of _____, 20__ 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 until __ ____, 20__, at a fee of ____ dollars (\$__) for a period of up to __ (__) months. 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.

For lost or stolen keys, LICENSEE must notify Community Garden Lead. Deposits for lost keys will not be returned and replacements will cost \$20.

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 their own, without that licensee's permission.

LICENSEE may not assign their garden plot to another individual. Doing so will result in immediate revocation 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. Acceptable documentation to the CITY are valid California Identification and/or California Driver's License and a residence utility bill, or proof of employment within the City of West Hollywood by 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. Subletting plots is strictly prohibited.
4. Garden plots will be assigned to eligible West Hollywood residents or employees on a first come, first served basis. Open plots will be filled using a waitlist in the order of registration should they meet eligibility requirements.
5. All consideration paid for the license is non-refundable, regardless of termination of the license for the plot during the leasing period or any partial periods or months.
6. Payment of the initial fee and key deposit must be paid online prior to the effective date of the license period. Failure to pay prior to effective date of the license period will result in forfeiture of the designated plot.
7. 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.
8. The LICENSEE hereby agrees to indemnify, 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 associates might sustain in any activity arising out of or related to this license.

CITY

1. CITY will provide water for the garden plot.
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 immediately upon written notice.
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 the lease shall be until _____, 20__, unless terminated earlier in accordance with this Agreement.

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. If required 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.

This Agreement constitutes the entire agreement between City and Licensee with respect to the subject matter set forth herein. This Agreement is an integration of and supersedes any and all understandings, representations, proposals or negotiations between the Parties, whether oral or written, with respect to the subject matter set forth herein.

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 _____ 20 _____.

Licensee

CITY OF WEST HOLLYWOOD

8300 Santa Monica Blvd.
West Hollywood, CA 90069

Recreation Coordinator

Manager, Recreation Services

Community Garden Lead Contact Information:

Email: recreation@weho.org

Phone Number: (323) 848-6534

Licensee Information:

Name:

Address:

Phone Number:

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 your 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
 - i. rodent traps
11. For the safety of others, vegetation must remain within plot borders and not infringe on walkways.
12. The community garden is an outdoor garden, rodents, insects and wildlife are part of the natural environment. Crops must be harvested upon maturity and kept clean to minimize the attraction of wildlife, rodents and insects.
13. Vegetation, trellises, supports, cages, or any structure *including birdfeeders* may **NOT** exceed **six feet** in height. Tall crops will be planted in the center of the 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 or displayed in the plot.
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. The community garden is not a staffed location and does not have a facility onsite. Gardeners are responsible for bringing their own first aid supplies and personal protective gear.
29. Gardeners must be courteous to garden and resident neighbors at all times.
30. The gate must always be locked. **DO NOT** prop the gate open.
31. Decisions made by the Detroit Community Garden Program Lead are final.

32. The City of West Hollywood is **NOT** responsible for notices that are not received due to changes of address or phone numbers. Gardeners are responsible to notify the garden lead of any change in contact information.

I have read, understand, and agree to follow the rules of the Detroit Community Garden.

Licensee

SAMPLE