

LICENSE FOR USE OF PROPERTY

THIS AGREEMENT, made effective as of the ___ day of _____ 2011, by and between The **CITY OF GAINESVILLE**, a municipal corporation of the State of Florida (Licensor) and **FLORIDA ORGANIC GROWERS**, a not-for-profit corporation (Licensee).

IN CONSIDERATION of the covenants and agreements set forth herein, Licensor licenses use of the premises more particularly described in Exhibit “A,” (Premises), attached hereto and incorporated herein upon the following stipulations which are hereby declared to be provisions of this License and shall, unless otherwise expressly stated, be applicable at all time throughout the term of this License.

1. **Term.**

(a) This term hereof shall begin upon the effective date first stated above and shall continue, unless extended, to the end of September 30, 20__.

(b) From and after the date of commencement hereunder, Licensee agrees to pay all taxes, assessments, or levies of every kind and character, general or special, which may be imposed on the Premises or improvements thereon by any taxing authority or governmental agency with power to tax (if in fact any such real property taxes are owed), and shall cause the same to be paid when due before they shall become delinquent.

2. Uses.

Licensee shall be permitted to utilize or engage others to utilize the Premises only in accordance and consistent with all provisions the Gainesville Community Gardens Program, a copy of which is attached hereto as Exhibit “B” and incorporated herein. All documentation required under the Gainesville Community Gardens Program must be completed by all participants utilizing the property.

3. Termination.

(a) This License may be terminated by Licensor if Licensee fails to utilize the Premises consistent with the terms of this Agreement. Prior to termination, Licensor shall notify Licensee of any deficiency. Failure to correct the deficiency within Sixty (60) days of Notice shall subject the License to termination.

(b) If at any time during the term of this License, or any extended term, Licensee determines in its own discretion that such operations cannot practically be continued for economic reasons, or because of insufficient interest by individuals in utilizing the community gardens, License shall have the right to terminate this License prior to the completion of its term by giving not less than sixty (60) days' written notice to Licensor.

(c) Licensee shall, at all times during this License, maintain its status as a not-for-profit corporation. In the event this condition is not met, Licensor reserves the right to terminate this License as provided in Paragraph 3.

4. Hold Harmless Provision. Pursuant to the conditions of the Gainesville Community Gardens Program, Licensee agrees to hold harmless the City of Gainesville, its agents, officers, and employees from suits, actions, damages, liability and expense in conjunction with the loss of life, bodily or personal injury or property damage arising from or occasioned by any act of negligence or intentional wrongdoing on the part of Applicant/Participant. Nothing in this Agreement shall be interpreted as a waiver of the City's sovereign immunity as granted under Section 768.28, Florida Statutes.

5. Condemnation. In the event that all or any portion of the Premises shall be taken during the term of this License or any extension or renewal thereof for any public or quasi-public use under any governmental law, ordinance, regulation or by right of eminent domain, or

shall be sold to the condemning authority under threat of condemnation (any of such events being hereinafter referred to as a "taking"), Licensee shall have the option of terminating this License as of a date no earlier than the date of such taking, such termination date to be specified in notice of termination to be given to Licensor fourteen (14) days prior to the date on which possession of the Premises, or part thereof, must be surrendered to the condemning authority or its designee.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by proper officers.

ATTEST:

CITY OF GAINESVILLE

By: _____
City Manager/Designee/Date
City of Gainesville

APPROVED AS TO FORM

City Attorney

ATTEST:

Witness

FLORIDA ORGANIC GROWERS, INC.

Florida Organic Growers Director/Date
APPROVED AS TO FORM

Attorney

Exhibit "A"

Tax parcel 14662: The garden location is at 100 East University Avenue, in the southwest corner of Block 4, Range 4 of Original Gainesville per Deed Book H, page 383.

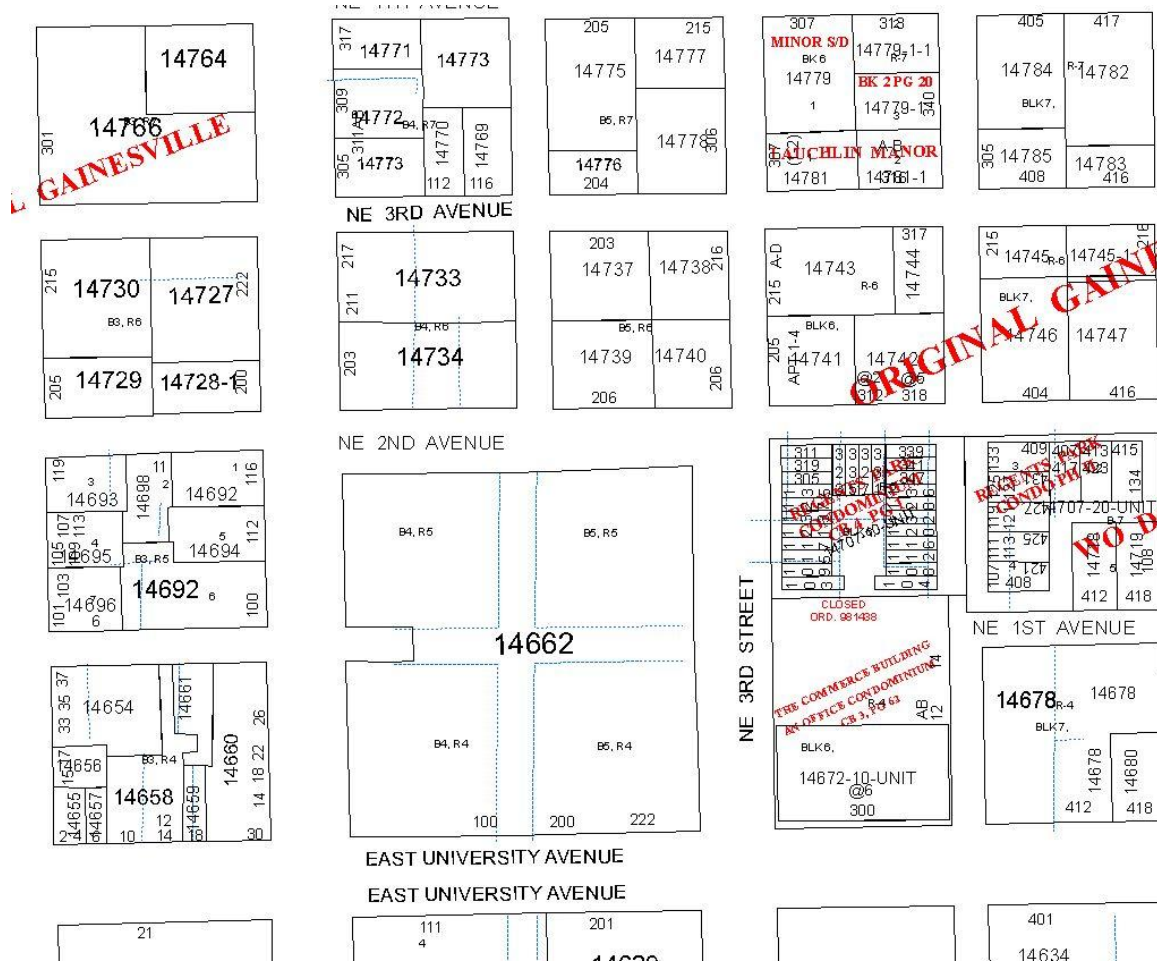


Exhibit "B"
Community Gardens Agreement

**CITY OF GAINESVILLE COMMUNITY GARDEN
LICENSE AGREEMENT**

This agreement is made between the City of Gainesville, Florida and the _____ for the express purpose of a Community Garden. The City hereby agrees to provide to the neighborhood the use of the unimproved property in the vicinity of _____ Gainesville, Florida and which is more particularly described as follows: Tax Parcel# _____. The use by the neighborhood of the above described area for a Community Garden will commence on _____ and terminate on _____. This agreement will automatically renew each year for five years and a new agreement shall be signed at the end of the five years. This Agreement can be terminated by the City or the Site Coordinator with 60-days written notice.

SITE COORDINATOR AND ASSISTANTS:

Each Community Garden site will be required to have one Site Coordinator and one assistant. The Site Coordinator or assistant will be responsible for assuring that the gardens are kept running smoothly. They will be responsible for organizing work parties, watching over the site while coordinating the assignment of garden plots on a first come first serve basis. Each Site Coordinator will act as liaison to the City of Gainesville's Nature Operations Division. Disputes, disagreements, and non-compliance with the rules of the Community Garden, will be handled by the Site Coordinator or his/her assistants. The Site Coordinator shall provide an annual report to Nature Operations on October 1st that will list the gardeners currently working on the Community Garden as well as the successes and challenges encountered during the year.

SITE COORDINATOR

<i>Name (Print)</i>	<i>Address</i>	<i>Phone</i>
<i>Signature</i> _____	<i>Date</i> _____	

SITE ASSISTANT(S)

<i>Name (Print)</i>	<i>Address</i>	<i>Phone</i>
<i>Signature</i> _____	<i>Date</i> _____	

<i>Name (Print)</i>	<i>Address</i>	<i>Phone</i>
<i>Signature</i> _____	<i>Date</i> _____	

USE:

The premises shall be used as a garden to be cultivated in connection the City of Gainesville's Community Garden Program and the gardeners agree that produce grown on the premises shall not be used for commercial purposes. The City shall restore the premises to a neat clean condition, removing all residue and materials at the conclusion of the use term, if necessary.

THE CITY OF GAINESVILLE WILL:

- *Provide the available City owned property, if applicable.*
- *Provide the appropriate review and notify all property owners within 400 feet of the proposed garden for neighborhood input and approval.*
- *Provide initial tilling of the site.*
- *Provide water and several spigots.*
- *Provide fencing materials, if requested.*
- *Provide tree mulch if requested.*
- *Periodically evaluate each garden site to determine if it is fulfilling the criteria established and to assist in addressing any problems or needs that may have arisen, including the construction of additional facilities.*

SITE COORDINATOR WILL:

- *Complete the Community Garden Lease Agreement form and coordinate the completion of each Garden Plot Application. All completed forms must be submitted to the City of Gainesville's Nature Operations Division.*
- *Act as liaison with the City of Gainesville's Parks, Recreation and Cultural Affairs Department's Nature Operations Division.*
- *Develop and submit the site plan and plot layouts (in conjunction with other core gardeners) for approval by the City.*
- *Settle any disputes among gardeners, when and if necessary. The Site Coordinator can consult with the Alachua County Extension Service or the Florida Certified Organic Growers and Consumers, Inc. (FOG) to resolve garden problems.*
- *Assign all plots on a first come, first serve basis. In addition, specify how individual garden plots are separated and identified as well as determining the size of plots. No fees may be charged.*
- *Insure that all gardeners' assigned plots fill out and sign garden rules and indemnification agreements.*
- *Keep and maintain all records relating to the garden.*
- *Insure general oversight, including a well kept site with proper maintenance.*
- *Organize work parties.*

- *Insure that no fixed permanent seating or tables is installed on the garden site.*
- *Insure that no trees are planted without prior approval from Nature Operations.*

GARDENERS WILL:

- *Complete the Community Garden Plot Application Form and submit to the Garden Site Coordinator.*
- *Attend one garden orientation meeting once assigned a plot.*
- *Begin work on plots within 10 days after garden has been tilled, if applicable.*
- *Not use any synthetic fertilizers, herbicides, pesticides or insecticides.*
- *Agree to install fencing supplied by the City of Gainesville in a manner required by the City, if requested.*
- *Work on gardens only between dawn and dusk.*
- *Not use mechanized equipment any earlier than 9:00 AM.*
- *Not use concrete or other impervious material for pathway.*
- *Plant only annual and perennial species in garden.*
- *Any plants other than annual and perennial species, including trees, shall have prior approval of the City's Nature Operations representative.*
- *Keep gardens free from weeds, rotten produce, and plant debris.*
- *Dispose of stakes, plastics, and any garbage in a timely manner.*
- *Maintain the shared paths adjacent to their garden plot, without digging into the main paths and keep pathways free of toxic materials and rocks.*
- *Closely supervise children.*
- *Use headphones when listening to radios or other portable sound equipment.*
- *Not grow any illegal crops.*
- *Not damage or harvest from another garden plot.*
- *Not profit by selling produce unless proceeds are to benefit the garden as a whole. The selling of produce at the garden site is strictly prohibited.*
- *Not bring any tires to the garden site.*
- *Not bring any pets to the garden.*
- *Not smoke or use tobacco products on site.*
- *Not bring or consume any alcoholic beverages on the garden site.*