

Appendix B – Agreement/Ordinance Examples

(Click on a title to be taken directly to an example.)

NCTCOG Community Gardens Agreement Template	1
Sample Land Use Permission Form	4
City of Austin, Texas Community Garden Permit Application Checklist	5
City of Dallas, Texas Urban Agriculture Ordinance	6
City of San Diego, California Sample Community Garden Contract	14
City of Tampa, Florida Community Gardens Ordinance	16
Community Garden – Gardener Agreement and Garden Rules Template.....	25
Dallas Area Rapid Transit (DART) Beautification License Example	34
Community Garden – Garden Use, Waiver of Liability, Release and Indemnification Agreement Example	40

Community Gardens Agreement Template

Land Use Permission, Terms of Use, Liability Waiver, and Maintenance Agreement

Gardener/Organization Name:

Address:

City, State, and Zip Code:

Phone:

Email:

Emergency Contact and Phone Number:

Land Use Agreement

The City of (CITY NAME) has granted permission through a formal application process to the (GARDENER/ORGANIZATION NAME) for use of vacant city land as a community garden. The (GARDEN NAME) will be located at (GARDEN ADDRESS) from (APPROVAL DATE) to (AGREEMENT PERIOD END [if any]). The City of (CITY NAME) agrees to notify the community garden contact or organization of any changes in permitted land uses or development within (X) days prior to the updated land use status.

Terms of Use

1. Plots: The gardener or organization agrees to use the designated plot only for community gardening purposes.
2. Expenses: Gardeners agree to fund all approved garden activities themselves in exchange for the land use as granted by the city. Gardeners will be a fee of (FEE AMOUNT) to the city annually for plot rental.

3. Maintenance: Gardeners are ultimately responsible for maintenance and operations at their designated plot. Gardeners must agree to the following maintenance:

The city agrees to maintain the following to supplement gardener maintenance:

4. No transfer: Gardeners are not permitted to allow others to garden on their designated plot unless the city has given written permission.
5. Risk: Gardeners are aware and understand for all potential risks associated with gardening activities. In exchange for your right to participate in the gardens program, gardeners agree to accept the potential risks and are liable for any losses, injuries, or property damage that may occur. Gardeners give up any right to sue the City of (CITY NAME) under these circumstances.
6. Publicity: Gardeners agree to allow the city to photograph, film, or use other media to document garden activities for social media/promotional purposes.
7. Termination: Failure to comply with this agreement or the garden rules (included below) will result in the termination of this lease agreement. Upon termination, the gardener will not oppose, protest, or act unreasonable toward the City.

Gardener/Organization Representative Signature:

Date:

City Representative Signature:

Date:

Community Garden Rules

1. Garden Access
 - a. Season
 - b. Hours
 - c. Security

2. Plots
 - a. Plot use
 - b. Supplies
 - c. Water
 - d. Maintenance
 - e. Waste disposal
 - f. Yearly cleanup
 - g. Composting
 - h. Donation
 - i. Absence

3. Common areas and responsibilities
 - a. Shared tools (if any)
 - b. Gardener responsibilities in common areas
 - c. Workdays

4. Conduct
 - a. Guests
 - b. Respect others property

5. Communication
 - a. Must be reachable
 - b. Disputes/rule violation reporting

Sample Form: Permission for Land Use

The following form is intended as a guide only; be sure that the final agreement you use meets the needs and details of your group and the property owner.

I, _____ give permission to
(property owner's name)

_____ to use the property located at
(community garden project)

_____ as a community gardening project, for the
(site's street address)

term of ____ years beginning _____ and ending _____.
(start date) (end date)

This agreement may be renewed with the approval of both the property owner and the community garden organization at the end of the agreement period. All questions about the community garden, its nature, risks or hazards, have been discussed with the garden coordinator to my satisfaction.

The community garden agrees to indemnify and save harmless the property owner from all damages and claims arising out of any act, omission or neglect by the community garden, and from any and all actions or causes of action arising from the community garden's occupation or use of the property.

As the property owner, I agree to notify the community gardening organization of any change in land ownership, development, or use 60 days prior to the change in status.

Property owner's signature

Date

This form is reprinted with the permission of the American Community Gardening Association.



Community Garden Permit Application - Coversheet

A *Community Garden Permit Application* is required to request permission to start a community garden on City of Austin-owned property, or to receive a water tap installation fee waiver on public or private property.

The *Permit Application* includes:

- Land use permission from City of Austin land manager or private landowner or Austin Independent School District
- List of steering committee members (minimum of 4) and their contact information and list of at least 10 committed gardeners
- Site plan for the garden, to include location and size of all trees in garden area and all utilities nearby (which can be identified by calling 811 for utility locates). Site plan should include water access/irrigation plan.
- Garden By-laws or Rules for garden operation
- Gardener contracts or membership agreements (which gardeners will sign)
- Project Timeline, Budget & Fundraising Plan for first year of garden operation
- Endorsing nonprofit organization and copy of letter of support or memorandum of understanding
- Letters of Support from community organization(s) (e.g., Neighborhood Association) and from adjacent landowners not already represented by Neighborhood Association
- Garden Application Fee of \$50 (listed in City of Austin General Fee Schedule), payable by check to City of Austin PARD
- License Agreement Application Fee of \$100 (listed in City of Austin General Fee Schedule), payable by check to City of Austin (WAIVED IF PRIVATE LAND). Note PARD can pay Travis County recordation fee for gardens on parkland.

This document certifies that the _____ **Community Garden**, located at _____ in Austin, Texas has met the criteria for permit as a "City Endorsed Community Garden" as outlined in City Code and relevant City Ordinances below:

- Chapter 14-7, 14-11, Title 25 and Title 30
- Ordinance No. 20110210-017 and Ordinance No. 20110210-018
- Charge of support in Council Resolution No. 20091119-065

This site is determined to meet the qualifications outlined in Section 25-5-2, Subsection (K) of the City Code (Site Plan Exemptions) which reads as follows:

(K) A site plan is not required for development of a site solely for a community garden use if the director determines that the overall plan does not exceed the exceptions described in subsections (B), (C) or (D).

The required documentation and credentials submitted in the application meet or exceed the minimum requirements. As outlined in referenced code, the City reserves the right to redact the designation should the Garden not meet its required obligations. With this signature the Garden is eligible for all associated benefits of City of Austin Endorsed Community Gardens, present and future. The Garden can pursue development permit (if needed) and License Agreement.

I certify that all application materials have been submitted and are complete. This community garden receives the endorsement of the City of Austin Community Gardens Program.

Meredith Gauthier
Community Gardens Program Coordinator
City of Austin Parks and Recreation Department

Date



PROOF OF PUBLICATION – LEGAL ADVERTISING

The legal advertisement required for the noted ordinance was published in the Dallas Morning News, the official newspaper of the city, as required by law, and the Dallas City Charter, Chapter XVIII, Section 7.

DATE ADOPTED BY CITY COUNCIL MAR 25 2015

ORDINANCE NUMBER 29687

DATE PUBLISHED MAR 28 2015

ATTESTED BY:

A handwritten signature in cursive script, appearing to read "Rose C. Sims".

SECTION 13. That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

APPROVED AS TO FORM:

WARREN M.S. ERNST, City Attorney

By 
Assistant City Attorney

Passed MAR 25 2015

(iii) For an urban [community] garden in a residential district, the combined floor area of structures may not exceed 10 percent of the lot, with no single structure exceeding 200 square feet in floor area [and must be erected in the rear 30 percent of the lot]. Structures that assist in the growing of vegetation, such as bed covers and raised planting beds, are not included in floor area calculations. Structures must comply with yard, lot, and space regulations for the district.

(iv) For an urban [community] garden in a residential district, [signage is limited to] one single, non-illuminated, flat sign of no more than six square feet must be provided. The sign must contain the phone number of an emergency contact person for the urban garden. If animals are present in the urban garden, the sign must also contain the contact information for Dallas 311 city services. In residential districts, no other signage is permitted.

(v) Each bed cover may only cover one planting bed.

(vi) Except as provided in this subparagraph, maximum height of a bed cover is four feet from the growing surface or eight feet, measured from grade, whichever is less. Within the required front yard, maximum height of a bed cover is four feet, measured from grade.

(vii) The on-site sale of food crops, ornamental crops, and eggs produced at the urban garden is allowed only in non-residential districts. No other items may be sold."

SECTION 9. That the director of sustainable development and construction shall revise the use charts to reflect the change in use regulations made by this ordinance, and shall provide these charts for publication in the Dallas Development Code.

SECTION 10. That a person violating a provision of this ordinance, upon conviction, is punishable by a fine not to exceed \$2,000.

SECTION 11. That Chapters 51 and 51A of the Dallas City Code shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 12. That the terms and provisions of this ordinance are severable and are governed by Section 1-4 of Chapter 1 of the Dallas City Code, as amended.

(vi) URBAN [COMMUNITY] GARDEN means an area [of land] managed and maintained [by a group of individuals] to grow and harvest food crops and/or ornamental crops for personal or group use, consumption, sale, or donation. Urban [Community] gardens may be divided into separate plots for cultivation by one or more individuals or may be farmed collectively by members of the group and may include common areas maintained and used by group members.

~~[(ii) FARM OR RANCH means an area which is used for growing farm products or keeping farm poultry and farm livestock.]~~

SECTION 7. That Subparagraph (C), "Required Off-Street Parking," of Paragraph (3), "Crop Production," of Section 51A-4.201, "Agricultural Uses," of Division 51A-4.200, "Use Regulations," of Article IV, "Zoning Regulations," of Chapter 51A, "Dallas Development Code: Ordinance No. 19455, as amended," of the Dallas City Code is amended to read as follows:

"(C) Required off-street parking: Except as otherwise provided in this subparagraph, off-street parking is not required. For an urban garden in non-residential districts that allows on-site sales, one off-street parking space is required for every 200 square feet of sales area with a minimum two off-street parking spaces provided. [None.]"

SECTION 8. That Subparagraph (E), "Additional Provisions for Community Gardens," of Paragraph (3), "Crop Production," of Section 51A-4.201, "Agricultural Uses," of Division 51A-4.200, "Use Regulations," of Article IV, "Zoning Regulations," of Chapter 51A, "Dallas Development Code: Ordinance No. 19455, as amended," of the Dallas City Code is amended to read as follows:

"(E) Additional provisions for urban [community] gardens:

(i) An urban [community] garden must comply with the regulations for the zoning district in which the urban [community] garden is located.

(ii) Aquaponics, aquaculture, and the raising of chickens are permitted. All other animal grazing and animal production are prohibited.

SECTION 5. That Romanette (i) of Subparagraph (E), "Additional Provisions," of Paragraph (1), "Animal Production," of Section 51A-4.201, "Agricultural Uses," of Division 51A-4.200, "Use Regulations" of Article IV, "Zoning Regulations," of Chapter 51A, "Dallas Development Code: Ordinance No. 19455, as amended," of the Dallas City Code is amended to read as follows:

"(i) In an A(A) district, a [A] person shall not operate this use upon an area less than three acres. In non-residential districts, no minimum acreage is required."

SECTION 6. That Subparagraph (A), "Definitions," of Paragraph (3), "Crop Production," of Section 51A-4.201, "Agricultural Uses," of Division 51A-4.200, "Use Regulations," of Article IV, "Zoning Regulations," of Chapter 51A, "Dallas Development Code: Ordinance No. 19455, as amended," of the Dallas City Code is amended to read as follows:

"(A) Definitions. In this paragraph:

(i) AQUACULTURE means the cultivation, maintenance, and harvesting of aquatic species.

(ii) AQUAPONICS means the combination of aquaculture (fish) and hydroponics (plants) to grow food crops or ornamental crops and aquatic species together in a recirculating system without discharge or exchange of water.

(iii) BED COVER means a hoop-house, shade structure, or similar structure located above a planting bed to assist with the growing or shading of food crops or ornamental crops.

(iv) COMMUNITY GARDEN means an URBAN GARDEN as that use is defined in this subparagraph. Except in those Chapter 51P articles where community garden is specifically defined, any reference to community garden in Chapter 51P is a reference to an urban garden in this subparagraph.

(v) FARM OR RANCH means an area which is used for growing farm products or keeping farm poultry and farm livestock.

“(E) Additional provisions for urban [community] gardens:

(i) An urban [community] garden must comply with the regulations for the zoning district in which the urban [community] garden is located.

(ii) Aquaponics, aquaculture, and the raising of chickens are permitted. All other animal grazing and animal production are prohibited.

(iii) For an urban [community] garden in a residential district, the combined floor area of structures may not exceed 10 percent of the lot, with no single structure exceeding 200 square feet in floor area [and must be erected in the rear 30 percent of the lot]. Structures that assist in the growing of vegetation, such as bed covers and raised planting beds, are not included in floor area calculations. Structures must comply with yard, lot, and space regulations for the district.

(iv) For an urban [community] garden in a residential district, [signage is limited to] one single, non-illuminated, flat sign of no more than six square feet must be provided. The sign must contain the phone number of an emergency contact person for the urban garden. If animals are present in the urban garden, the sign must also contain the contact information for Dallas 311 city services. In residential districts, no other signage is permitted.

(v) Each bed cover may only cover one planting bed.

(vi) Except as provided in this subparagraph, maximum height of a bed cover is four feet from the growing surface or eight feet, measured from grade, whichever is less. Within the required front yard, maximum height of a bed cover is four feet, measured from grade.

(vii) The on-site sale of food crops, ornamental crops, and eggs produced at the urban garden is allowed only in non-residential districts. No other items may be sold.”

SECTION 4. That Subparagraph (B), “Districts Permitted,” of Paragraph (1), “Animal Production,” of Section 51A-4.201, “Agricultural Uses,” of Division 51A-4.200, “Use Regulations,” of Article IV, “Zoning Regulations,” of Chapter 51A, “Dallas Development Code: Ordinance No. 19455, as amended,” of the Dallas City Code is amended to read as follows:

“(B) Districts permitted: By right in the A(A) district. By SUP only in non-residential districts.”

(iv) COMMUNITY GARDEN means an URBAN GARDEN as that use is defined in this subparagraph. Except in those Chapter 51P articles where community garden is specifically defined, any reference to community garden in Chapter 51P is a reference to an urban garden in this subparagraph.

(v) FARM OR RANCH means an area which is used for growing farm products or keeping farm poultry and farm livestock.

(vi) URBAN [COMMUNITY] GARDEN means an area [of land] managed and maintained [by a group of individuals] to grow and harvest food crops and/or ornamental crops for personal or group use, consumption, sale, or donation. Urban [Community] gardens may be divided into separate plots for cultivation by one or more individuals or may be farmed collectively by members of the group and may include common areas maintained and used by group members.

~~[(ii) FARM OR RANCH means an area which is used for growing farm products or keeping farm poultry and farm livestock.]”~~

SECTION 2. That Romanette (i) of Subparagraph (C), “Required Off-Street Parking,” of Paragraph (1), “Farm or Ranch,” of Section 51-4.215, “Animal Related Uses,” of Division 51-4.200, “Use Regulations,” of Article IV, “Zoning Regulations,” of Chapter 51, “Dallas Development Code: Ordinance No. 10962, as amended,” of the Dallas City Code is amended to read as follows:

“(i) For an urban [community] garden, except as otherwise provided in this Subparagraph, off-street parking is not required [none]. For an urban garden in non-residential districts that allows on-site sales, one off-street parking space is required for every 200 square feet of sales area with a minimum two off-street parking spaces provided.”

SECTION 3. That Subparagraph (E), “Additional Provisions for Community Gardens,” of Paragraph (1), “Farm or Ranch,” of Section 51-4.215, “Animal Related Uses,” of Division 51-4.200, “Use Regulations,” of Article IV, “Zoning Regulations,” of Chapter 51, “Dallas Development Code: Ordinance No. 10962, as amended,” of the Dallas City Code is amended to read as follows:

3-24-15

ORDINANCE NO. 29687

An ordinance amending Chapter 51, "Dallas Development Code: Ordinance No. 10962, as amended," and Chapter 51A, "Dallas Development Code: Ordinance No. 19455, as amended," of the Dallas City Code by amending Sections 51-4.215 and 51A-4.201; renaming community gardens to urban gardens; providing new regulations for urban gardens; providing a penalty not to exceed \$2,000; providing a saving clause; providing a severability clause; and providing an effective date.

WHEREAS, the city plan commission and the city council, in accordance with the Charter of the City of Dallas, the state law, and the ordinances of the City of Dallas, have given the required notices and have held the required public hearings regarding this amendment to the Dallas City Code; Now, Therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That Subparagraph (A), "Definitions," of Paragraph (1), "Farm or Ranch," of Section 51-4.215, "Animal Related Uses," of Division 51-4.200, "Use Regulations," of Article IV, "Zoning Regulations," of Chapter 51, "Dallas Development Code: Ordinance No. 10962, as amended," of the Dallas City Code is amended to read as follows:

"(A) Definitions:

(i) AQUACULTURE means the cultivation, maintenance, and harvesting of aquatic species.

(ii) AQUAPONICS means the combination of aquaculture (fish) and hydroponics (plants) to grow food crops or ornamental crops and aquatic species together in a recirculating system without discharge or exchange of water.

(iii) BED COVER means a hoop-house, shade structure, or similar structure located above a planting bed to assist with the growing or shading of food crops or ornamental crops.

The following sample community garden contract is provided to assist community garden organizations with developing guidelines and rules that will encourage gardener behaviors which are desirable for the ongoing maintenance and operation of the community garden. Some may be more relevant to vegetable gardens than to community flower gardens or demonstration gardens. Garden organizations are encouraged to develop their own contract, guidelines and rules

Introduction

The (Organization Name) is the governing authority at the (Garden Name) Community Garden located in (Park Name).

Non-compliance with the rules, terms, and conditions is cause for exclusion from the garden and loss of your plot.

1. You will receive one verbal warning from the garden coordinator.
2. If no response or correction has been made, you will receive written notice two weeks later.
3. In another two weeks, if no response or correction has been made, you will receive written final notification that you have forfeited your gardening privileges and plot.
4. You will be allowed to reapply for another garden plot only after one year, and only at the discretion of the garden coordinator.

Rules, Terms, and Conditions for Participation

As a member of the (Garden Name) I agree to abide by the following rules, terms, and conditions:

1. I use this garden at the sole discretion of (Garden Name) Community Garden. I agree to abide by its policies and practices.
2. The fee for the use of the garden is (\$00.00) per plot, per year (January 1 – December 31), due on or before (January 1). Fee for half a year after (beginning July 1 or later) is (\$00.00). There are no refunds.
3. Once I have been assigned a plot, I will cultivate and plant it within two weeks. I will garden year round. My plot cannot be left fallow or unused for any period of three weeks or longer, more than one time a year.
4. My plot is number (insert plot number) and is (00 x 00) feet. I will not expand my plot beyond this measurement or into paths or other plots. I will keep all my plants within the limits of my garden plot and will not allow any plants to grow more than six feet high. I must keep my plot free of weeds, pests and diseases.
5. I will keep my plot, paths, and surrounding areas clean and neat. I will completely separate my trash into three groups: 1) dead plants, leaves, and other green waste plant parts; 2) rocks, stones, and inorganic materials; and 3) paper, plastic, cardboard, wood, metal, and other recyclables. I will put each type of trash only in the areas designated specifically for

Sample Community Garden Contract

Page 2 of 2

- each. Anything I bring from my home I will take back home. I will not bring household trash and leave it at the (Garden Name) Community Garden.
6. If I must abandon my plot for any reason, I will notify the garden coordinator.
 7. I will not plant any illegal plant. I will not smoke, drink alcoholic beverages, use illegal drugs, or gamble in the garden. I will not come to the garden while under the influence of alcohol or illegal drugs. I will not bring weapons or pets or other animals to the garden.
 8. Guests and visitors, including children, may enter the garden only if I accompany them. They must follow all rules, terms, and conditions stated here. I will supervise my children at all times when they are in the garden. I am solely responsible for the behavior of my guests.
 9. The garden coordinator will assign me general garden maintenance, education and outreach tasks each month, and I must complete them by the end of the month that I am assigned them.
 10. I will water my plot according to water-wise guidelines.
 11. I will attend the regular garden organization meetings. If workshops are offered, I will attend at least one on each of the following topics: soil preparation and maintenance, watering the vegetable garden, and pest and disease control.
 12. I will not apply any pesticides in the garden.
 13. I will not make duplicate keys of any locks at the garden or give my key or lock combination to another person.
 14. I will not take food or plants from other gardeners' plots. I will not take anything from the garden that is not rightfully mine.
 15. I will respect other gardeners, and I will not use abusive or profane language or discriminate against others.
 16. I will work to keep the garden a secure and enjoyable place where all participants can garden and socialize peacefully in a neighborly manner.

Commitment

I have read and understand the application and accept these rules, terms, and conditions stated above for the participation in the (Garden Name) Community Garden.

Signed: _____ Date: _____
Gardener

Approved: _____ Date: _____
Garden Manager

ORDINANCE NO. 2011-62

AN ORDINANCE OF THE CITY OF TAMPA, FLORIDA, MAKING COMPREHENSIVE REVISIONS TO CITY OF TAMPA CODE OF ORDINANCES, CHAPTER 27 (ZONING), RELATING TO COMMUNITY GARDENS; AMENDING SECTION 27-77, OFFICIAL SCHEDULE OF DISTRICT REGULATIONS; AMENDING SECTION 27-177, HISTORIC DISTRICT ESTABLISHED; AMENDING SECTION 27-242, NUMBER OF OFF-STREET PARKING SPACES; AMENDING SECTION 27-267, CLASSES OF SPECIAL USE PERMITS; AGENT OR BODY RESPONSIBLE FOR EACH GENERAL PROCEDURE; AMENDING SECTION 27-272, REGULATIONS GOVERNING INDIVIDUAL SPECIAL USES; AMENDING SECTION 27-438, OFFICIAL SCHEDULE OF PERMITTED PRINCIPAL, ACCESSORY AND SPECIAL USES; AMENDING SECTION 27-452, OFFICIAL SCHEDULE OF PERMITTED PRINCIPAL, ACCESSORY AND SPECIAL USES; AMENDING SECTION 27-545, DEFINITIONS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Tampa directed the Land Development Coordination office to complete the following amendments to Chapter 27, Code of Ordinances.

WHEREAS, the Hillsborough County City-County Planning Commission conducted a public hearing on this ordinance and made a finding that it is consistent with the Tampa Comprehensive Plan;

WHEREAS, the City Council of the City of Tampa has determined that the following amendments promote and protect the general health, safety and welfare of the residents of the City of Tampa; and,

WHEREAS, duly noticed public hearings as required by law were held by the City Council of the City of Tampa, at which public hearings all residents and interested persons were given an opportunity to be heard.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA:

Section 1. That **“Sec. 27-77. Official schedule of district regulations.”** is hereby amended by adding the underlined language as follows:

E 2010-8 CH 27

1 "Sec. 27-77. Official schedule of district regulations.

2
3 TABLE 4-1
4 SCHEDULE OF PERMITTED USES BY DISTRICT*

5
6 TABLE INSET:

*Legend:		
X	--	Permitted principal use
S1	--	Special use--Zoning administrator review
S2	--	Special use--City council review
A	--	Permitted accessory use
Blank	--	Prohibited use

7
8 TABLE INSET:



<i>Use Group B</i>																			
Community																			
garden,			<u>S1</u>	<u>S1</u>	<u>S1</u>	<u>S1</u>	<u>S1</u>	<u>S1</u>	<u>S1</u>	<u>S1</u>	<u>S1</u>	<u>S1</u>	<u>S1</u>	<u>S1</u>	<u>S1</u>	<u>S1</u>	<u>S1</u>		
private																			

9
10 Section 2. That "Sec. 27-177. Historic district established." is hereby
11 amended by adding the underlined language as follows:

12
13 "Sec. 27-177. Historic district established.

14
15 TABLE 8-1
16 SCHEDULE OF PERMITTED USES AND PERMISSIBLE SPECIAL USES

17
18 TABLE INSET:

*Legend:		
X	--	Permitted principal use
S1	--	Special use--Zoning administrator review
S2	--	Special use--City council review
A	--	Permitted accessory use
Blank	--	Prohibited use

19
20 TABLE INSET:

<i>Use Group B</i>									
Community garden,	<u>S1</u>	<u>S1</u>	<u>S1</u>	<u>S1</u>	<u>S1</u>	<u>S1</u>	<u>S1</u>	<u>S1</u>	<u>S1</u>
private									

1 **Section 3.** That **“Sec. 27-242. Number of off-street parking spaces.”** is
 2 hereby amended by adding the underlined language and deleting the stricken language as
 3 follows:
 4

5 **“Sec. 27-242. Number of off-street parking spaces.**
 6

7 The number of off-street parking spaces shall be as set forth in Table 10-1. Provided,
 8 however, the number of required off-street parking spaces for property in the central
 9 business district shall be as set forth in Article XVIII, section 27-442. Provided further,
 10 the number of required off-street parking spaces for property in the Channel District shall
 11 be as set forth in Article XIX, section 27-456.
 12

13 **TABLE 10-1**
 14 **TABLE OF REQUIRED PARKING SPACES**
 15

Use	Spaces	Per Unit
(6) Public or nonprofit uses:		
i. <u>Community garden, private</u> ¹	<u>1</u>	<u>10 individual garden plots/beds</u>

16
 17 ¹Off-street parking is not required for gardens in the YC-, CBD-, and CD- districts.”
 18

19 **Section 4.** That **“Sec. 27-267. Classes of special use permits; agent or body**
 20 **responsible for each general procedure.”** is hereby amended by adding the underlined
 21 language and deleting the stricken language as follows:
 22

23 **“Sec. 27-267. Classes of special use permits; agent or body responsible for each**
 24 **general procedure.**
 25

26 (b) Classes of special permits, the agent or body responsible for each and general
 27 provisions regarding the procedure are as follows:
 28

29 (3) *Contents of application for special use.* The application for a special use
 30 shall be submitted on forms provided by the zoning administrator. The
 31 application for a special use shall include at a minimum:
 32

33 a. Short term S-1 special use permits (alcohol beverage sales --
 34 temporary and vendor other than annual vendor) and S-1 permits
 35 for community gardens
 36

- 37 1. A full and accurate description of the proposed use;
- 38
- 39 2. A detailed boundary description of the area receiving the
 40 special use permit, and a graphic (sketch) that depicts the
 41 boundaries. The graphic must delineate “north,” identify
 42 street names, and identify any structures on-site with
 43 dimensions. For alcohol beverage sales – temporary

1 applications, the boundaries are the area where alcoholic
2 beverages may be consumed (“Consumption Area”), and
3 the graphic must also clearly delineate the areas where
4 alcoholic beverages may lawfully be sold (“AB Sales
5 Area”) within the boundary;
6

7 3. The name and address of the property owner;
8

9 4. The name and address of the applicant, if different from the
10 owner. The first application for a particular location will be
11 considered the “master application.” Any subsequent
12 applications within the boundaries of the master application
13 will be issued a “subpermit.” The graphic for the master
14 application must be amended to reflect the subpermit
15 request.
16

17 b. All other S-1 special use permits (alcoholic beverage sales –
18 sidewalk café, annual vendor) and S-2 special use permits
19

20 1. A full and accurate description of the proposed use;
21

22 2. The appearance and operational characteristics of the
23 proposed use;
24

25 3. The name and address of the property owner;
26

27 4. The name and address of the applicant, if different from the
28 owner;
29

30 5. All relevant information needed to show compliance with
31 the general and specific standards governing the special
32 use;
33

34 6. For alcoholic beverage sales (“AB permit”), the survey
35 must include the following, as applicable:
36

37 i. A graphical depiction with square footage
38 measurements of the location from where the sales
39 activity will occur (“AB Sales Area”) and those
40 measurements required to demonstrate compliance
41 with distance separation criteria; and,
42

43 ii. For locations without an existing active AB permit,
44 then the survey required as part of the application is
45 required to comply with 7. below; or,
46

1 iii. For locations with an existing active AB permit,
2 where there is no expansion of floor area,
3 outdoor/outside occupied area, or other alterations
4 to the site are proposed, then the survey required as
5 part of the application is required to comply with 7.
6 below except for topographic contours or tree
7 locations; or,

8
9 iv. For locations with an existing active AB permit,
10 where there is an expansion of floor area,
11 outdoor/outside occupied area, or other alterations
12 to the site are proposed, then the survey required as
13 part of the application is required to comply with 7.
14 below.

15
16 7. For all other special uses under this subsection, the property
17 survey must include boundary, topographic contours, and
18 tree locations onsite and within twenty (20) feet of the
19 property boundary on all sides, general property address,
20 and legal description.

21
22 8. A site development plan that, at a minimum, represents a
23 graphical depiction of the specifications above.”
24

25 **Section 5.** That “**Sec. 27-272. Regulations governing individual**
26 **special uses.**” is hereby amended by adding the underlined language and deleting the
27 stricken language as follows:

28
29 **“Sec. 27-272. Regulations governing individual special uses.**

30
31 Community Garden, private: The following specific standards shall be used in deciding
32 an application for approval of these uses:

33
34 a. Size Limitation. Within residential zoning districts, a community garden,
35 private may not be greater in size than two acres.

36
37 b. Noise Limitations. No gardening activity may take place before sunrise or after
38 sunset. The use of hand tools and domestic gardening tools is encouraged. The
39 use of other machinery and other noise-emitting equipment is subject to the
40 noise standards set forth in Chapter 14.

41
42 c. Maintenance responsibilities. The property maintenance responsibilities shall be
43 that of the property owner and any lessee of the property, including the
44 community garden group/organization. Standards for property maintenance are
45 set forth in Chapter 19.
46

- 1 d. Agricultural chemical application. Application of fertilizer, pesticide,
2 insecticide, herbicide and/or agricultural use chemicals shall be consistent with
3 product label instructions and all applicable local, state, and federal laws.
4 Integrated Pest Management and organic gardening is strongly encouraged.
5
- 6 e. Sale of harvested crops.
7
- 8 1. Within residential zoning districts, the produce and horticultural plants
9 grown in a community garden are not intended to be offered for sale on
10 or from the premises on a daily basis. Sales shall be allowed only when
11 part of an event as stated in (4) below.
12
- 13 2. Within office and commercial districts, the produce and horticultural
14 plants grown in a community garden may be sold from the premises on a
15 daily basis.
16
- 17 f. Events. Events with sales of crops or goods on residentially zoned property will
18 be limited to a maximum of four (4) events per year.
19
- 20 g. Permitted Structures. Only the following structures shall be permitted in a
21 community garden:
22
- 23 1. Greenhouses, hoopouses, storage sheds, shade/water collection
24 canopies, and planting preparation houses.
25
- 26 i. Location. Buildings shall be setback from property lines
27 consistent with the minimum principal building setbacks in the
28 front yards and accessory building setback of the underlying
29 zoning district for all other yards.
30
- 31 ii. Height. No building or other structures shall be greater than
32 fifteen (15') feet in height.
33
- 34 iii. Building Coverage. The combined area of all buildings,
35 excluding greenhouses and hoopouses, shall not exceed twenty
36 (20) percent of the garden site.
37
- 38 2. Fences. Fencing shall be subject to the regulations of Sec. 27-133 and
39 any applicable Overlay District, Historic District or design district
40 regulation. Fencing placed parallel to the front property line shall adhere
41 to Crime Prevention through Environmental Design (CPTED)
42 principles.
43
- 44 3. Outdoor furniture and garden art.
45
- 46 4. Planting beds raised three (3) feet or more above grade, compost bins,
and rain barrel systems shall maintain the following yard (setbacks)
from property lines: 20' front yard, 3' side yard, and 3' rear yard.

1 5. Lot coverage (use and placement of impervious materials) shall not
2 exceed 35% of the site area.

3
4 6. Signage: Each Community Garden will have a sign indicating the name
5 of the Community Garden and contact information of the principal
6 operator (garden coordinator), including; name and current telephone
7 number, web site, or e-mail address. Signage shall comply with Chapter
8 20.5 standards.

9
10 h. Parking. Off-street parking is not required for gardens on lots with a residential,
11 YC-, CD-, or CBD- zoning district. For gardens on lots with an office or
12 commercial zoning district, parking shall be provided at a rate of one (1) space
13 per ten (10) individual plots, not to exceed fifteen (15) spaces. All parking shall
14 comply with section 27-246.

15
16 i. Prohibited Activities. The following activities are prohibited within the
17 Community Gardens:

18
19 1. Littering, dumping, alcohol consumption and other unlawful activities;

20
21 2. Amplified sound;

22
23 3. Pets are not allowed in the garden;

24
25 4. Storage or use of fireworks.”

26
27 **Section 6.** That “**Sec. 27-438. Official schedule of permitted principal,**
28 **accessory and special uses.”** is hereby amended by adding the underlined language
29 and deleting the stricken language as follows:

30
31 “Sec. 27-438. Official schedule of permitted principal, accessory and special uses.

32
33 **TABLE 18-1**
34 **SCHEDULE OF PERMITTED PRINCIPAL, ACCESSORY AND SPECIAL**
35 **USES***
36

37 TABLE INSET:

*Legend:	
X	Permitted principal use
S1	Special use--Zoning administrator review
S2	Special use--City council review
A	Permitted accessory use
Blank	Prohibited use

1 TABLE INSET:

<i>Use Group B</i>		
<u>Community garden, private</u>	<u>S1</u>	<u>S1</u>

2
3 Section 7. That "Sec. 27-452. Official schedule of permitted principal,
4 accessory and special uses." is hereby amended by adding the underlined language
5 and deleting the stricken language as follows:

6
7 "Sec. 27-452. Official schedule of permitted principal, accessory and special uses.

8
9 **TABLE 18-1**
10 **SCHEDULE OF PERMITTED PRINCIPAL, ACCESSORY AND SPECIAL**
11 **USES***
12

13

*Legend:	
X	Permitted principal use
S1	Special use--Zoning administrator review
S2	Special use--City council review
A	Permitted accessory use
Blank	Prohibited use

Uses	CD-1	CD-2
<i>Group B</i>		
<u>Community garden, private</u>	<u>S1</u>	<u>S1</u>

14
15 Section 8. That "Sec. 27-545. Definitions." is hereby amended by adding
16 the underlined language as follows:

17
18 "Sec 27-545. Definitions.

19
20 Community Garden, private: an area of land managed and maintained by a group or a
21 group of individuals to grow and harvest crops (food or non-food) for personal or group
22 use, consumption, or donation. Community gardens may be divided into separate plots
23 for cultivation by one or more individuals, or may be farmed collectively by members of
24 a group, and may include common areas maintained and used by group members.

25
26 Greenhouse: a building made of glass, plastic, or fiberglass in which plants are cultivated.

27
28 Hoophouse: a structure made of PVC piping or other material covered with translucent
29 plastic, constructed in a "half-round" or "hoop" shape."

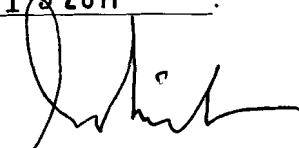
30
31 Section 9. That should a court of competent jurisdiction declare any part of
32 this Ordinance invalid the remaining parts hereof shall not, in any way, be affected by
33 such determination as to the invalid part.
34

1 **Section 10.** That all ordinances or parts of ordinances in conflict herewith are
2 hereby repealed to the extent of any conflict.

3
4 **Section 11.** That this ordinance shall take effect immediately upon becoming a
5 law.

6
7
8 PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF
9 TAMPA, FLORIDA, ON MAY 19 2011 .

10
11
12 ATTEST:

13 
14 _____
15 CHAIRMAN/~~CHAIRMAN PRO TEM~~
16 CITY COUNCIL

17
18 
19 _____
20 CITY CLERK/~~DEPUTY CITY CLERK~~

21
22 APPROVED BY ME ON MAY 20 2011

23
24 
25 _____
26 BOB BUCKHORN, MAYOR

27
28
29
30 APPROVED AS TO LEGAL
31 SUFFICIENCY BY:

32
33
34 E/S
35 JULIA MANDELL COLE
36 SENIOR ASSISTANT CITY ATTORNEY

37
38 K:/Debbie/Ordinances/Chapter27/July 2010 text amendment cycle – Community Gardens – 4.15.11_S-2

COMMUNITY GARDEN - GARDENER AGREEMENT & GARDEN RULES

Garden Use, Waiver of Liability, Release and Indemnification Agreement

*****Completed online or in paper*****

Gardener Name: _____

Address: _____

City and Province: _____

Phone: _____

Email: _____

Emergency Contact and Phone Number: _____

Welcome to _____ Community Garden (the “**Garden**”). Vancouver Community Garden Builders (the “**Licensee**”) is a social enterprise that has a License Agreement with the landowner for the land, oversees _____ Community Garden, the “**Garden Manager**” of the Garden and administers the Garden Rules. The Garden Manager is an individual employed by the Licensee to manager the Garden and administers the Garden Rules. This document is a legal contract between you and the Licensee.

This Temporary Community Garden is a future development site and will be subject to redevelopment at any time and this Agreement outlines details that the Gardeners will not oppose, protest, or act unreasonably towards the termination of the gardener’s rights under this agreement.

1. **TEMPORARY RIGHT TO GARDEN**

- 1.1 Plot.** You have the temporary right to garden in plot(s) _____ (the “**Plot**”) in the Garden. Your immediate family members may garden with you as your guests. You may use the Plot from _____ to _____. You will have the chance to renew your membership on an annual basis and keep your plot for as long as the garden is running at that location and that you are following the Garden Rules.
- 1.2 No Refund.** You understand that you will not get a refund or reimbursement for your expense, or any other payment if you decide not to garden or if the Licensee terminates your right to garden, even if you spend a lot of time and money on the garden. You understand that only you and no one else, including your family, has any rights under this Agreement.
- 1.3 Fee.** When you sign this document, you will pay a fee of \$_____ to use the Plot. Thereafter, you will pay an annual fee, no later than March 1. You understand that we may increase the fee in future years.

- 1.4 **No Transfer.** You cannot let anyone other than your immediate family garden here unless the Garden Manager gives our agreement in writing.

2. **LIABILITY WAIVER, RELEASE, INDEMNIFICATION AND ACKNOWLEDGEMENTS**

- 2.1 **Awareness of Risk.** You understand that participating in the Garden has a risk of death or injury to yourself or your guests and damage to your personal property. The risks could be caused by you, other gardeners, the Licensee, or the owner of the property on which the Garden is located (referred to as “**Landowner**”). The risk could also come from the condition of the land where the Garden is located, or the equipment and tools available at the Garden, or the weather or other environmental or local conditions. You also understand that hazardous conditions may exist at the Garden and that other gardeners may be unskilled.

- 2.2 **Assumption of Risk and Waiver and Release of Claims.** In exchange for your right to participate in the Garden, you agree to take on the risk of harm even if the potential harm is caused by someone else (In legal terms, you agree to “**assume the risk**”). You also agree to give up (“**waive**”) any right you may have to sue or otherwise attempt to collect money from the Landowner, Licensee, Garden Manager, their board members, employees, volunteers, or anyone acting on their behalf (referred to altogether as “**Released Parties**”) for any losses or damages resulting from death, injury, or personal property damage to you, anyone else, or any personal property, that occurs while you or your guests are in the Garden. (In legal terms, you “**waive and release all claims**” against the Released Parties). You understand that the Licensee would not permit you to participate in the Garden without your agreeing to these waivers and releases.

- 2.3 **Medical Care Waiver.** You give up any right to sue or otherwise attempt to collect money from (“**waive and release any claim from**”) the Release Parties arising out of any first aid, treatment, or medical services, including the lack of such or timing of such, given in connection with your participation in the Garden. You understand that you are not covered by or eligible for any insurance, health care, workers’ compensation, or any other benefits maintained by Licensee.

- 2.4 **Indemnification.** You are responsible for any damages or losses suffered by the Licensee or Landowner that are caused by you or your guests’ actions.

- 2.5 **Publicity.** You agree to allow the Licensee or the Landowner to use any photograph, interview, videotapes, film, other visual or auditory recordings, or any other medium, including the internet, of you or your guests that we or others may create in connection with your or your guests’ participation in the Garden. You agree that you do not have to inspect or approve the finished project and you are not entitled to any compensation for the finished product.

3. **TERMINATION**

- 3.1 **Failure to Comply with Gardener Agreement or Garden Rules.** You confirm that you have read a copy of the Garden Rules attached to this agreement and you will comply with them. If you fail to obey the Gardener Agreement or the Garden Rules, the Licensee can terminate your right to garden.

- 3.2 **Termination of Lease.** If the Landowner terminates the Licensee’s License Agreement for the land where the Garden is located, your right to garden will end. The Licensee or Landowner can

terminate the Licensee’s License Agreement. We will notify you if the Licensee or Landowner terminates the License Agreement.

3.3 Upon termination of lease, the Gardener will not oppose, protest, or act unreasonably towards the future development, Licensee or Landowner.

4. OTHER PROVISIONS

4.1 Entire Agreement, Severability and Modification. If any part of this Gardener Agreement is ineffective, the remaining portions of the Gardener Agreement remain in effect. Any changes to this Agreement have to be in writing and signed by you and the Licensee.

4.2 Third-Party beneficiaries. You understand that this Gardener Agreement gives the Landowner a right to enforce certain parts of this Gardener Agreement against you by going to court. (In legal terms, the Landowner is an “**express third party beneficiary**”). The Landowner can enforce Section 2 and 3.2 of this Gardener Agreement.

4.3 The Gardener fully understands these agreements terms and conditions and has signed this agreement under their own free will in a clear state of mind.

GARDENER

By: _____
(signature)

Name: _____

Date: _____

ATTACHMENT: Garden Rules

VANCOUVER COMMUNITY GARDEN BUILDERS INC.(“LICENSEE”)

By: _____
(signature)

Name: _____

Date: _____

COMMUNITY GARDEN - GARDEN RULES

Community Garden Rules

This document sets out the rules that govern the _____ Community Garden (the “**Garden**”). These Rules are intended to help all our Gardeners grow fresh, healthy food in a thriving garden, to help create a sense of community among our gardeners, and to help the garden to be a good neighbour.

The Vancouver Community Garden Builders (the “**Licensee**”) is a social enterprise that has a License Agreement with the landowner for use of the land, acts as garden manager (the “**Garden Manager**”) and administers these Rules. Every person who has a plot in the Garden (called “**Gardeners**”) must sign a gardener agreement with the Licensee in which the Gardener agrees to comply with these Rules.

1. ACCESS TO THE GARDEN	
Season:	The Garden is open and accessible all year.
Hours:	Gardeners may only be in the Garden between dawn to dusk.
Keys and Security:	Where applicable, the Garden Manager will give each Gardener the combination or code to open the lock for access shed/toolbox. On leaving the Garden, Gardeners are responsible for locking the shed/toolbox if there are no other individuals in the Garden. Gardeners will follow any additional security guidelines that may be announced by the Garden Manager.

2. GARDEN PLOTS	
Use of Own Plot:	Gardeners may use only the plots assigned to them by the Garden Manager. Gardeners will maintain their plants within their plots and will trim any plants that extend into neighboring plots or into common areas. Gardeners may not alter the dimensions of their plot.
Plantings:	Gardeners may plant vegetables, fruits, and flowers. Gardeners may not maintain plantings or plant-supporting structures that impede the security of the garden or impede adjacent gardeners’ access to sunlight by the nature of their height, material or density. Gardeners may not grow any plants above 4 feet in height.
Supplies:	Gardeners are solely responsible for the planning and management of their own plots, including providing their own seeds, plants, organic fertilizer, and any tools not provided by Licensee, Garden Manager or Gardeners collectively.

Organic Methods:	Gardeners will garden organically. Gardeners will check with the Garden Manager before applying any fertilizers, pesticides, herbicides, or rodenticides, even if labeled “organic.” Use of compost, organic mulch, and weeding is always acceptable.
Water:	Each Gardener is responsible for watering his or her own plot using the hose provided by Licensee. Gardeners will not overwater their plants or leave a hose unattended.
Tools:	Gardeners may bring their own tools into the Garden to use in their plots, but the Garden Manager or Licensee are not responsible for the loss of these tools. Gardeners are responsible for any damage caused by tools they bring into the Garden and so should use them with care. Gardeners may not use any power tools, such as those that require gasoline, batteries, or electricity.
Plot Maintenance and Trash:	Gardeners will maintain their plots and adjacent paths in a clean and neat fashion, promptly removing any weeds, overgrowth, or other waste from their plot. Gardeners will promptly harvest edible plants. Gardeners are responsible for hauling and disposing of their own trash, such as weeds, boxes, trays, bags, packets, and similar items.
Yearly Clean-up:	Gardeners will perform a yearly clean-up on their plots on a date to be determined by the Garden Manager.
Compost:	Gardeners will place any organic waste such as weeds, dead plants, or rotten produce, in the compost pile designated by the Garden Manager. The gardeners should cut any organic waste to 4” length before putting it into a compost bin and follow other compost rules as designated by the Garden Manager.
Absence:	Gardeners may not abandon their plots. Abandonment means failing to maintain a plot for 3 weeks. If a Gardener expects to be away from the Garden for more than 3 weeks, but less than 2 months, he or she must inform Garden Manager. The Gardener and the Garden Manager will then determine an alternative, such as a temporary substitute, acceptable to both. Gardeners who are away for more than 2 months will lose their plots.
No Personal Property:	Gardeners may not keep any personal property on their plots or in the Garden when they are not in the Garden. If Gardeners leave personal property on their plots after the termination of their participation in the Garden, Licensee can keep and sell the abandoned property.

3. COMMON AREAS AND RESPONSIBILITIES

Common Tools:	Licensee, Garden Manager or Gardeners collectively may provide a set of tools in a storage shed in the Garden for use by all Gardeners (the “Common Tools”). Gardeners will return the Common Tools to the storage shed as soon as they are finished using them. If a
----------------------	---

	Common Tool appears dangerous or in disrepair, Gardener will not use the Common Tool and inform Garden Manager immediately.
Common Responsibilities :	Gardeners will keep clean and neat any common areas, such as pathways and storage sheds. Gardeners will promptly report any concerns about the safety of the Garden to the Garden Manager. If there is vandalism, storm damage, or other damage to the Garden, all Gardeners are expected to help in cleaning up and restoring the Garden to its prior condition, but the Licensee will bear the cost of the repairs.
Garden Work Days:	All Gardeners must participate in 4 Garden Work Days per year, where they participate in cleaning and maintaining the Garden. The Garden Manager will organize these sessions on a monthly basis.

4. COMMUNICATION	
Garden Management:	The Garden Manager has complete authority to interpret the Rules and make decisions.
Communication:	The Garden Manager may designate two members as “Garden Coordinators” to be the official point of contact for the Licensee and Garden Manager with the Gardeners.
Contact Information:	The Garden Manager will provide a list of all gardeners’ contact information and plot assignment. Gardeners must tell the Garden Manager of any change in their contact e-mail addresses or phone numbers.
Gardener Input:	Gardeners are encouraged to provide suggestions about Garden operations to the Garden Coordinators and Garden Managers. Gardeners should contact the Garden Manager directly at the number provided by the Garden Manager, not the Licensee’s office, with any questions relating to day-to-day operational matters.
Gardener Orientation:	New Gardeners must attend a Licensee or Garden Manager-led orientation to become familiar with how the Garden functions and their responsibilities as a Gardener.
Annual Meeting/Registration:	Once a year, the Garden Manager will invite all Gardeners to an annual meeting to notify Gardeners of any changes made in how the Garden operates, these Rules, in assignments of plots, to discuss any issues or concerns. Licensee or Garden Manager will give written notice of the annual meeting, sent by email or first-class mail, no fewer than 14 days in advance. At every annual meeting, annual garden fees are due.
Confidentiality:	Licensee, Garden Manager and other Gardeners will not use any personally identifiable information, including Gardener’s name, email address, telephone number, or street address, for purposes other than the operation of the Garden.

5. CONDUCT	
General Conduct:	Gardeners are expected to be civil, honest, and cooperative in dealing with the Landowner, Licensee, Garden Manager, Garden neighbors, other Gardeners, and guests of other Gardeners.
Guests:	Gardeners may bring guests, including children, into the Garden, provided that the guests comply with the Rules. Gardeners will supervise any child under the age of sixteen. Gardeners will be responsible for the conduct of children and their guests including making sure they do not damage or interfere with activities on other plots or otherwise engage in inappropriate conduct. Guest violations of these Rules are treated as violations by the Gardener.
Respect Others' Property:	Gardeners may not enter other plots, use another Gardener's tools or supplies, or harvest another Gardener's produce, without the explicit permission of the other Gardener. Gardeners may not enter property next to the Garden without the owner's permission.
No Illegal Plants:	Gardeners may not grow any plants considered illegal or invasive under provincial or federal law.
No Cannabis or Marijuana Plants	Notwithstanding any legalization of cannabis or marijuana, gardeners may not grow cannabis or marijuana in the Garden.
Compliance:	Gardeners must comply with all applicable local, provincial, and federal laws.
No Smoking:	Gardeners may not smoke in the Garden.
No Alcohol or Drug Use:	Gardeners may not consume or use alcohol or illegal drugs while on the Garden premises. Gardeners may not bring alcohol or illegal drugs onto the Garden premises. Gardeners may not come into the Garden while under the influence of alcohol or illegal drugs.
No Loud Music:	Gardeners may not play music or the radio loud enough to be a nuisance to other Gardeners or to the Garden's neighbors.
No Sales:	The Garden is for personal, non-commercial use only; Gardeners may not sell any produce or flowers grown in the Garden.
No Signs	Gardens may not install any signage (which includes posted signs, posters, banners, painting, drawing or other means of written or visual communication) in, on or about the Garden other than a small personal sign to identify the Gardener's plot. The Landowner, Licensee and Garden Manager shall at all times have the right to remove from the Garden any signage without notice or compensation.

6. PROBLEMS	
Dispute Resolution:	Gardeners will raise with the Garden Manager and Garden Coordinator any disputes about the Garden or with fellow Gardeners. The Garden Manager and Garden Coordinators have the power to hear these disputes and will resolve them in the best interest of the Garden.
Rules Violation:	<p>Gardeners may lose their rights to participate in the Garden if they fail to comply with any of these Rules, or if a Gardener:</p> <ul style="list-style-type: none"> • endangers other Gardeners, Garden Manager, Licensee, neighbours, or other individuals; • takes or uses another Gardener's tools, supplies, or produce without permission; • encroaches on Garden neighbours' property; • grows illegal plants; or • uses alcohol or illegal drugs in the Garden. <p>The Licensee may, at its discretion, terminate immediately the Gardener's right to participate in the Garden. If that occurs, the Gardener must leave the Garden by the end of Garden hours on the termination day and may not re-enter without Licensee's or Garden Manager's permission.</p> <p>If a Gardener violates any other of these Rules, Garden Manager will inform Gardener of the violation by sending an email to Gardener or putting a red flag on Gardener's plot. Gardener will have one week to correct the violation. If the violation is not corrected within one week, as determined by the Garden Manager in its discretion, the Licensee or Garden Manager may, at its discretion, terminate the Gardener's Agreement. After termination, Gardener will have two weeks to harvest and clean up the plot.</p> <p>Upon termination for any reason, a Gardener will promptly return to the Garden Manager any Licensee or Garden Manager property. Terminated Gardeners are not entitled to any refunds or other payments from the Licensee.</p>
No Limit on Licensee Rights:	The process described in this Section 6 does not (i) limit the Licensee's or Garden Manager's ability to enforce its rights under these Rules; (ii) limit or qualify a Gardener's obligation to comply with applicable law or the Rules; or (iii) limit the Licensee's or Garden Manager's right to notify and/or involve government authorities as it may determine.
No Refund or Other Claims:	Gardeners under no circumstances will be entitled, directly or indirectly, to any refunds, any direct, incidental, consequential, punitive, or other damages, any other forms of compensation from the Licensee or Garden Manager or the landowner of the Garden's land, or to obtain an injunction, specific performance, or other equitable remedy, as a consequence of termination from participation in the Garden.

7. OTHER PROVISIONS	
Changes in the Rules:	Licensee may amend these Rules in its discretion without advance notice. Licensee will provide all Gardeners with a copy of the current Rules, will post a copy of the current Rules at the Garden, and will summarize any changes in the next annual meeting. The Gardeners, through the Garden Managers and Garden Coordinators, may propose adjustments to the Rules for the Licensee's consideration.
Master License Agreement:	The Gardener Agreements with individual Gardeners are subject to the License Agreement between the landowner who owns the Garden land and Licensee. As a result, if the landowner terminates the License Agreement, the Garden will close, and the Gardener Agreement will terminate. At that time the Gardeners will no longer have access to the Garden.
Garden Agreement Controls:	Nothing in these Rules limits, qualifies, or otherwise affects the Gardener Agreement between the Licensee and each Gardener. Should there be any ambiguity or conflict between the Gardener Agreement and these Rules, the Gardener Agreement will control.
Waiver:	Any waiver by the Licensee of these Rules must be in writing and signed by the Licensee. Failure, neglect, or delay by the Licensee at any time to enforce the provision of these Rules will not be considered a waiver of the Licensee's rights under these Rules. Waiver of any breach or provision of these Rules or failure to enforce any breach or provision of these Rules will not be considered a waiver of any later breach or the right to enforce any provision of these Rules.
Translation Not Binding:	Licensee may provide Gardeners with a translation of these Rules and related summaries or other explanatory materials. Licensee does so as a convenience. Should there be any ambiguity or conflict between the English and the translated versions of these documents, the English language versions will control. They, not the translations, are the official, legally binding documents.
Other Rules:	

BEAUTIFICATION LICENSE

THIS License Agreement (this "License") is made by and between DALLAS AREA RAPID TRANSIT ("DART"), a regional transportation authority, created, organized and existing pursuant to Chapter 452, Texas Transportation Code, and Get Healthy Dallas, a (501 [c] 3) Texas Domestic Nonprofit Corporation, ("Licensee"), acting herein by and through its duly authorized representative, whose mailing address is 5706 E. Mockingbird Lane, Suite 115-313, Dallas, Texas 75206.

WITNESSETH

In consideration of TEN AND NO/100 (\$10.00) DOLLARS per annum payable annually in advance by Licensee to DART, and (2) the faithful performance by Licensee of all of the covenants and agreements contained in this Agreement to be performed by Licensee, DART hereby grants a License to Licensee, for the use of certain real property owned by DART; a tract of land comprise of approximately 16,000 square feet, located as shown on the "Exhibit "A" attached hereto and incorporated herein for all pertinent purposes, (the "Property").

1. Permitted Use. The Property shall be used by Licensee solely for the purposes of constructing, installing, operating, and maintaining a Community Garden/Urban Farm (the "Permitted Use"). Licensee may, at Licensee's sole expense, install herbs and vegetables in planter boxes, and flowers, grass, shrubs, and other associated vegetation with the Permitted Use. **Under no circumstances shall the Property or any part thereof be used by Licensee for the parking of automobiles, trucks and vehicles or for any other commercial purpose.**

Licensee acknowledges that he has fully inspected the property and that said property is suitable for the permitted uses stated in this Agreement.

2. Term. This License is granted for a period of one year from the date of execution of this License (the "Term") and shall continue thereafter from year to year unless sooner terminated by either party as provided in Section 15 hereof.

3. Access to the Property. Access to the property shall be through the existing sidewalk. Alternate access other than the existing sidewalk for the purposes of taking materials and equipment associated with the permitted use is the sole responsibility of the Licensee.

4. Utilities and Services. Licensee shall pay for all utilities required for the use of the property, including permits and deposits required by the various companies. Licensor shall not be liable to Licensee for any interruption in service of any utility.

5. Security. Licensee shall be responsible for keeping the property safe and securing the property at all times, during the term of this License.

6. Maintenance of Property.

6.01. The Property shall be maintained by the Licensee in such manner as to keep the Property in good and safe condition with respect to Licensee's use. In the event Licensee fails to maintain the Property as required, upon discovery, Licensor shall notify Licensee of such occurrence in writing. In the event Licensee shall not have remedied the

Community Garden/
Urban Farm @ 4527 Scyene Rd.

Page 1 of 5

failure within ten (10) days from the date of such notice, Licensor shall have the right, but not the obligation to remedy such failure at the sole cost and expense of Licensee. In the event Licensor exercises its right to remedy Licensee's failure, Licensee agrees to immediately pay to Licensor all cost incurred by Licensor upon demand.

6.02. The general contour of the Property shall not be changed, no excavation work shall be performed, except for the grading allowed under separate construction agreement and contractor's right of entry, nor shall any permanent improvements or facilities be installed or constructed thereon. Fencing is permitted by DART and shall be considered temporary improvements.

6.03. It shall be Licensee's duty to keep all vegetation mowed and/or trimmed, so as to at all times comply with the minimum Dallas City Code standards, unless as otherwise required by Licensor. Should Licensee fail or refuse to maintain the Property as provided, Licensor shall have the right, but not the obligation to perform such work at Licensee's expense.

6.04. Licensee shall pay for all expenses associated with the Community Garden/Urban Farm added to the Property after the date of this License and shall pay in full all persons performing labor in connection with the Licensee's activities on the Property. In this connection, Licensee shall not permit or suffer any mechanic's or materialmen's liens to be enforced against the Property for any work done or materials furnished at Licensee's request.

6.05. Any work done on the Property by Licensee shall be done in such a manner so as not to interfere in any way with the operations of DART.

7. Non-Exclusive License. This License is non-exclusive and is subject to (a) any existing utility, drainage or communication facility located in, on, under, or upon the Property owned by DART, any railroad, utility, or communication company, public or private; (b) to all vested rights presently owned by any railroad, utility or communication company, located within the boundaries of the Property; and (c) to any existing lease, license or other interest in the Property granted by DART to any individual, corporation or other entity, public or private.

Absence of markers does not constitute a warranty by DART that there are no subsurface installations including but not limited to utilities on the Property.

8. Governmental Approvals. Licensee shall, at its sole cost and expense, be responsible for and shall obtain, any and all licenses, permits, or other approvals from any and all governmental agencies, federal, state or local, required to carry on any activity permitted herein.

9. Applicable Laws. Licensee shall, at its sole cost and expense, comply with all applicable federal, state and local laws, rules, regulations and orders with respect to the use of the Property regardless of when they become or became effective, including without limitation, those relating to health, safety, noise, environmental protection, waste disposal and water and air quality. Upon DART's request, Licensee shall furnish evidence satisfactory to DART of Licensee's compliance.

9.01. In the event any discharge, leak, spill, emission or pollution of any kind should occur upon or from the Property by reason of Licensee's use thereof, Licensee, at its expense, shall be obligated to clean all property affected thereby, whether owned or controlled by DART or any third party, to the satisfaction of DART (on DART's property) and any governmental authority having jurisdiction thereover.

10. **Future Use by DART.** This License is made expressly subject and subordinate to the right of DART to use the Property for any purpose whatsoever.

11. **Indemnification.**

11.01. Licensee shall at all times defend, protect, indemnify and hold DART harmless against and from any penalty or damage or charge imposed for any violation of any law, ordinance, rule or regulation arising out of the use of the Property by Licensee, its officers, employees, agents, contractors, or assigns, or those holding under Licensee;

11.02. Licensee shall at all times defend, protect, indemnify and hold DART harmless against and from any and all loss, cost, damage or expense, including attorney's fees, arising out of or from any accident or other occurrence on or about said Property resulting from use of the Property by Licensee, its officers, employees, agents, customers and invitees;

11.03. Licensee shall at all times defend, protect, indemnify and hold DART harmless against and from any and all loss, cost, damage or expense, including attorney's fees arising out of any failure of Licensee or its officers, employees, agents, contractors or assigns in any respect to comply with and perform all the requirements and provisions of this License.

12. **Insurance.** Licensee shall at its sole cost and expense, procure and maintain Comprehensive General Liability Insurance with a combine single limit of liability of not less than \$1,000,000 naming Licensor as additional insured without any qualifications or restrictions. Licensor must be given thirty (30) days prior written notice of any proposed cancellation or modification. The policy shall be endorsed waiving the issuing insurance company's right to recovery against Licensor whether by way of subrogation or otherwise.

13. **Action Upon Termination of License.** At such time as this License is terminated for any reason whatever, Licensee shall, if requested by Licensor, remove all improvements and appurtenances owned by Licensee, situated in, under or attached to the Property and shall restore the Property, as near as possible, to the condition existing at the date of execution of this License, at Licensee's sole expense. If Licensee fails or refuses to restore the property as provided above, Licensor shall have the right but not the obligation to perform such work at Licensee's expense.

14. **Assignment.** License shall not assign or transfer its rights under this License in whole or in part or permit any other person or entity to use the License hereby granted without the prior written consent of Licensor which Licensor is under no obligation to grant.

15. **Termination.** This License may be terminated in any of the following ways:

15.01. By the written agreement of both parties;

15.02. By either party giving the other party thirty (30) days written notice;

15.03. By default of Licensee to perform its obligations as set forth in this Agreement, after receipt of written and thirty (10) days opportunity to cure such non-performance.

16. Miscellaneous.

16.01. Notice. When notice is permitted or required by this Agreement, it shall be in writing and shall be deemed delivered when delivered in person or when placed, postage prepaid, in the U.S. Mail, Certified, Return Receipt Requested, and addressed to the parties at the following addresses:

DART: Dallas Area Rapid Transit
P. O. Box 660163
Dallas, Texas 75266-7230
ATTN: Property Management

LICENSEE: Get Healthy Dallas
5706 E. Mockingbird Lane
Suite 115-313
Dallas, Texas 75206
ATTN: Mr. Owen Lynch
Mr. Jerod Miller

Either party may from time to time designate another and different address for receipt of notice by giving notice of such change of address.

16.02. Attorney Fees. In the event that DART is required to initiate legal proceedings to enforce any provisions of this License, upon prevailing DART shall be entitled to recover court costs and reasonable attorney fees from Licensee.

16.03. Governing Law and Venue. This License shall be construed under and in accordance with the laws of the State of Texas and venue shall lie in Dallas County.

16.04. Entirety and Amendments. This License embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the Property and the matters addressed herein, and may be amended or supplemented only by a written instrument executed by both parties.

16.05. Parties Bound. This License shall be binding upon and inure to the benefit of the executing parties and their respective heirs, personal representatives and successors.


16.06. Authority to Execute. The signatories to this License certify that each has the authority to enter into this agreement on behalf of the party represented.

16.07. Effective Date. This License shall be effective on the date signed by the last signing party.

Signature Page Follows

LICENSOR:

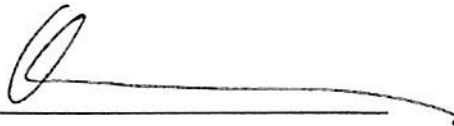
DALLAS AREA RAPID TRANSIT

By: 
Timothy H. McKay, P.E.
Executive Vice President
Growth/Regional Development

Date Signed: 9/14/2018

LICENSEE:

GET HEALTHY DALLAS

By: 

Printed Name: Owen Hanley Lynch

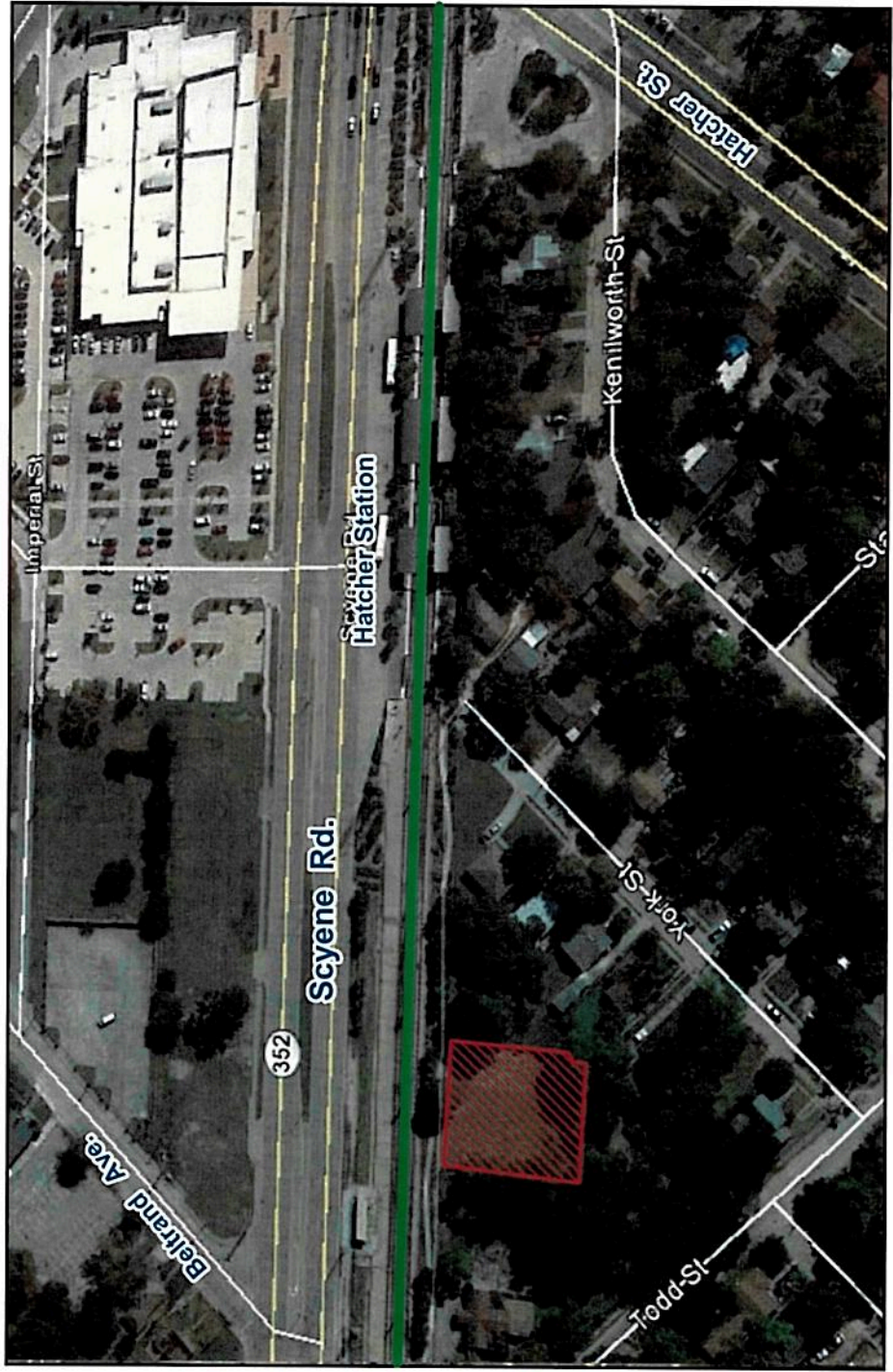
Title: Executive Director

Date Signed: 9/11/2018



Location Map

**Beautification License
For Use of DART
Property For Community
Garden/Urban Farm**



Aerial Map



Get Healthy Dallas
DART Agreement No. 221293

-  Green Line LRT
-  License Area



Sheet
1 of 1

MLK, JR. STATION
1412 S. TRUNK AVENUE
DALLAS, TX 75210
Drawn By: DART - Real Estate
Date: September 11, 2018

EXHIBIT "A"

[_____]

**COMMUNITY GARDEN
GARDEN USE, WAIVER OF LIABILITY, RELEASE AND INDEMNIFICATION AGREEMENT**

Gardener Name: _____

Address: _____

City and State: _____

Phone: _____

E-mail: _____

Emergency Contact: _____

* * * * *

Welcome to [_____] Community Garden (the "Garden"). [_____] called "Client" or "we" in this document, is a nonprofit organization that Clients and manages the Garden as part of carrying out its mission. This document, which is a legal contract between you and Client, describes the terms under which you may use a plot in the Garden, as assigned to you by us. By signing this document, you confirm that you understand agree to its terms, including the waiver terms, set out below.

1. GARDEN PLOT

1.1 **Plot.** You have the right to use a plot ____ (the "Plot") in the Garden, [as identified in the Garden map attached to this agreement.] You may use the Plot from _____ to _____.

1.2 **Fee.** When you sign this document, you will pay a fee of \$_____ to use the Plot. You understand that we may increase the fee in future years.

1.3 **Rules.** You understand that everyone using the Garden must comply with the Garden Rules and Regulations (the "Garden Rules") attached to this agreement. We establish the Garden Rules at our discretion. The Garden Rules cover a number of topics, including access, use of plots and tools, gardener conduct, communication, dispute resolution and termination. You confirm that you have read the Garden Rules, that you will comply with them at all times and that you understand that compliance with the Garden Rules is a requirement of your continued participation in the Garden.

1.4 **No Transfers.** You cannot sell or lease your right to use the Plot, or otherwise allow anyone to use it on a regular basis, unless we give our approval in writing.

2. LIABILITY WAIVER, RELEASE, INDEMNIFICATION AND ACKNOWLEDGEMENTS

2.1 **Awareness of Risk.** You understand that your participation in the Garden has the inherent risk of death or injury to your self or your guests, and of damage to your property. These risks may result not only from the your own actions or inactions, including overexertion, but also from the actions or inactions of other gardeners, Client or the owner of the land where the Garden is located (the "Landowner"). These risks may also arise from the condition of the land where the Garden is located, or the equipment and tools available at the Garden, or the weather or other environmental or local conditions. You also understand that hazardous conditions may exist at the Garden and that other gardeners may be unskilled.

2.2 **Assumption of Risk.** You assume full responsibility for any and all risks of death, bodily injury or property damage, including, without limitation, those identified in Section 2.1, caused by or arising from your direct or indirect participation in the Garden, regardless of the cause, even if that risk is caused by other persons' negligence, whether passive or active.

Note: This document does not reflect or constitute legal advice. This is a sample made available by the Organizations and Transactions Clinic at Stanford Law School on the basis set out at nonprofitdocuments.law.stanford.edu. Your use of this document does not create an attorney-client relationship with the Clinic or any of its lawyers or students.

2.3 **Waiver and Release of Claims.** You waive and release any claims against Landowner, Client, and Client's and Landowner's directors, officers, agents, employees, volunteers, and affiliates (collectively, the "Released Parties"), for any liability, loss, damages, or claims resulting from death, injury, or property damage, to you, third parties, or any property, that occur while you or your guests are in the Garden, whether caused by active or passive negligence by any of the Released Parties or any other persons. You agree not to sue any of the Released Parties on the basis of these waived and released claims. [You understand that your releases and waivers in this document extend to claims that you do not know of or do not expect to exist at the time you sign this document, and you waive the protections of Section 1542 of the California Civil Code.] You understand that Client would not permit you to participate in the Garden without your agreeing to these waivers and releases.

2.4 **Medical Care Waiver.** You waive and release any claim against the Released Parties arising out of any first aid, treatment or medical service, including the lack of such or timing of such, rendered in connection with your participation in the Garden. You understand that you are not covered by or eligible for any insurance, health care, worker's compensation, or any other benefits maintained by Client.

2.5 **Indemnification.** You will indemnify and hold the Released Parties harmless from and against any and all claims, liabilities, losses, damages, expenses and attorneys' fees (together, "losses"), including, without limitation, losses arising from any death, property damage or injury of any nature whatsoever that may be suffered by you or your guests or any other person in a relationship with you, which may arise directly or indirectly from (i) your or their presence or participation in the Garden or (ii) any breach by you of this agreement, except to the extent the loss is caused by the gross negligence or willful misconduct of Client.

2.6 **Publicity.** You consent to the unrestricted use in any form of any photographs, interviews, videotapes, film, other visual or auditory recordings, or any other medium, including the internet, of you or your guests that we or others may create in connection with your or your guest's participation in the Garden. You waive any right to inspect or approve the finished product. You are not entitled to any compensation for creation or use of the finished product.

3. TERMINATION

3.1 **Failure to Comply with Agreement or Garden Rules.** We may terminate your right to use the Plot if you fail to comply with this agreement or with the Garden Rules, through the process described in the Garden Rules.

3.2 **Termination of Lease.** Your right to use the Plot will end if Landowner terminates our lease for the land where the Garden is located. You understand that Landowner has the right to terminate the lease at any time.

3.3 **Personal License; No Refunds or Other Payments.** You acknowledge that your right to use the Plot is a license, personal to you, that is revocable by Client. You understand that you will not receive a refund, reimbursement for expenses or other payment if you decide not to use the Plot or if Client terminates your right to use the Plot under this agreement or the Garden Rules. In view of these facts, you expressly assume the risk of spending money and time on your Plot, even if your spending and time commitment is substantial.

4. OTHER PROVISIONS

4.1 **Entire Agreement, Severability and Modification.** This agreement, together with the Garden Rules, is the complete agreement between you and Client concerning the Garden and supersedes any prior documents or discussions relating to your participation in the Garden. If any provision in this agreement is held invalid or unenforceable, the other provisions will remain effective, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law. This agreement may be modified only as stated in a written document signed by both you and Client.

4.2 **Third-Party Beneficiaries.** Landowner and each Released Party are express third party beneficiaries of Section 2 of this Agreement, which means that they can enforce those provisions against you. Landowner is also an express third party beneficiary of Section 3.2 and 3.3 of this agreement. Except as specifically provided in this Section 4.2, this agreement is for the exclusive benefit of you and Client, and not for the benefit of any third party, including any of your family members.

GARDENER:

(signature)

Name: _____

Date: _____

Attachment: Garden Rules

CLIENT:

By: _____
(signature)

Name: _____

Title: _____

Date: _____

WELCOME TO XYZ COMMUNITY GARDEN!