

Sample Land Use Agreement

Land Use Agreement between Community Garden X and Landlord X

Mr. X (the "Landlord") agrees to lease the vacant portion of his property located at address _____ (location) for a fee of \$ ____ per year to Community Garden X (the "Tenant").

Property Description:

The leased portion of the Landlord's property (the "Property") is ____ square feet in total. It is bordered by A on the south side, B on west side. On the north side the Property is bordered by C. The east side of the Property is delineated/bordered by D.

Property Use:

The Property is to be used as a public community garden with rented plots, to be administered by the Tenant.

Duration:

The lease agreement shall commence on _____ (date) and continue through _____ (date). This lease agreement will be reviewed at the termination date stated above with the option of renewal each year according to the desires of the Landlord. Option to renew will be communicated by written notice, 90 days prior to the lease expiration date.

Landlord Rights and Responsibilities:

The Landlord agrees to maintain full responsibility for all property taxes. The Landlord has the right to enter property at any time for inspection.

Tenant Rights and Responsibilities:

The Tenant agrees to maintain the property. The Tenant will provide water for the garden from a source off site. The Tenant agrees to be responsible for all trash removal from the property.

The Tenant has the right to hold educational events and/or community gatherings on the property. The Tenant has the right to make improvements customarily associated with community gardens (including fencing, storage sheds, raised beds, compost bins, bulletin boards, signs, seating areas, perennial plantings, and pruning of existing trees) at the Tenant's expense.

If at any point this lease agreement is not renewed, the Tenant has the right to (but is not required to) remove any structures or improvements that have been made to the property. At the termination of this agreement the site will be returned to the owner in neat and orderly condition.

Rules and Regulations:

No alcoholic beverages, drugs or illegal activities shall be permitted on the premises at any time. The Tenant agrees to act lawfully and will operate at all times in accordance with municipal bylaws and zoning codes.

The Community Garden and its gardeners will set and agree to Community Garden Guidelines at the beginning of each garden season and post where possible. If any member of the public acts in violation of these guidelines, they will be given a preliminary warning. If a further violation occurs the individual will be asked to leave the property for the remainder of the day. If repeated violations occur, the individual will be officially banned from the garden. The garden guidelines will be provided to the Landlord and considered part of this lease agreement.

All gardeners will be required to sign a "waiver of liability" clause as well as an agreement to the garden guidelines as a part of the plot rental application (see attached Community Garden Guidelines and "Waiver and Release of Liability" documents).

The Tenant will not discriminate against any individual or group on the basis of sex, race, sexual orientation, religion or political affiliation.

Liability for damage to property or person

The Tenant assumes all risk of damage to or loss of its equipment howsoever caused and does release the Landlord from all claims and demands with respect thereto including to or loss of equipment arising from the act, default or omission of the Landlord, its agents, servants, employees, subcontractors, customers, invitees or licensees or resulting from any cause whatsoever (save and except damage or loss resulting solely from the Landlord's willful or reckless disregard or gross negligence).

Indemnity

The Licensee shall protect and defend the Landlord and indemnify and hold it harmless from any and all claims, demands, actions, losses, causes of actions, proceedings, suits, damages, expenses or liability of any kind, including reasonable legal fees and expenses of litigation, brought on by any person, whether in respect of damage (including death) to person or property, arising from any occurrence occasioned, whether in whole or part whether directly or indirectly, by an act or omission or negligence of the licensees, its agents, servants, employees, subcontractors, customers, invitees or licensees.

The licensee further shall protect and defend the Landlord and indemnify and hold it harmless from all liabilities and claims against the Landlord, including fines, penalties and interest, in any way arising out of its failure to deduct, withhold or contribute any amount including federal or provincial income, taxes, federal, or provincial pension plan contributions. Employment Insurance premiums, Workplace Safety & Insurance board premiums and contributions under any federal or provincial social insurance or income security programs.

The Licensee agrees that the indemnity contained in this Agreement shall not be prejudiced by and shall survive the termination of this agreement.

Gardener Liability Waivers:

Gardeners will sign a liability waiver holding the Community Garden and the Landlord harmless from all Liabilities and claims against the Landlord and Community Garden X for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of the Tenant/Landlord or any officer, agent, sponsored program participant, or employee of the Tenant/Landlord under this Contract.

Property Owner:

Landlord

Date

For Community Garden X:

Community Garden Coordinator

Date

For further information on land lease agreements please seek legal counsel.