



Community Garden Project @ Milton Public Library at Rose Hill

CONTRACT:

This Green Milton Community Garden License Agreement (this "Agreement") is made as of the latest date indicated in the signature block below by and between the Milton Public Library (the "Library") and the individual identified as the Gardener in the signature block below (the "Gardener" or "I").

WHEREAS, the Library operates the Green Milton Community Garden at the Library's property at Rose Hill, 541 Broadway, Milton, PA; and

WHEREAS, the Library desires to make a limited number of plots available in the Green Milton Community Garden for use by members of the community; and

WHEREAS, the Gardener desires to use one of such plots pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of these premises and the agreements contained herein, the Library and the Gardener, hereby agree as follows:

Section I. License. Subject to the terms of this Agreement (including, but not limited to, the Gardener's strict compliance with the Green Milton Community Garden rules provided in Section II of this Agreement), the Library grants the Gardener a limited, non-exclusive, non-transferrable, revocable license to use one or more particular plot(s) in the Green Milton Community Garden, to be identified by the Library for use by the Gardener, for Gardener's use solely as a garden during the Term (identified below). The Library and the Gardener acknowledge and agree that the license granted herein may be revoked by the Library at any time, for any reason, or for no reason whatsoever, without refund and that in granting such license the Library is not, and shall not be deemed to be, granting any leasehold, or any other real property, interest in any property.

Section II. Green Milton Community Garden Rules. The Gardener agrees to strictly comply with the following rules:

1. I will use this garden at the sole discretion of the Milton Public Library and agree to abide by its rules, policies and practices at all times.
2. The fee for the use of the garden is \$25.00 per plot, for the 2018 growing season, which is defined as May 1 – October 31, 2018 (the "Term"). This fee is due on or before the later of April 20, 2018 or the date on which the Gardener signs this Agreement. The fee is payable to the "Milton Public Library" and is non-refundable. If the fee is not received by this date, the plot will be given to someone on the Waiting List and this contract will be null and void.
3. Each plot is 4 x 8 feet. I will not expand any of the plots licensed to me beyond this measurement or into paths or other plots.

4. I shall attend one (1) preseason orientation session led by the staff of the Green Milton Community Garden. I shall not begin using my plot until preseason orientation is completed. Preseason orientation sessions will take place at the Green Milton Community Garden on dates to be determined by staff. Preseason orientation is mandatory for all Gardeners including children who will tend the plot AND those who have previously used plots in the Green Milton Community Garden.
5. I shall not use any unapproved pest control methods, herbicides, fertilizers, or plant food in the garden (no non-organic substances are allowed). A list of approved treatments will be provided during the preseason orientation and updated by staff as necessary. Use of unapproved chemicals may result in removal of affected plants, and continued use will result in the revocation of my privileges to use the plot. Non-organic seeds and starts may be planted, but gardeners are encouraged to use organic options if available.
6. 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 Green Milton Community Garden while under the influence of alcohol or illegal drugs. I will not bring weapons or pets or other animals to the Green Milton Community Garden. Only service animals with proper licensing will be allowed upon review.
7. I shall not allow young children to be unattended within the confines of the Green Milton Community Garden.
8. I will not take food or plants from other gardeners' plots. I will not take anything from the Green Milton Community Garden that is not rightfully mine.
9. I will work to keep the Green Milton Community Garden a happy, secure, and enjoyable place where all participants can garden and socialize peacefully in a neighborly manner.
10. I will not trek dirt or other garden debris into any of the Library's buildings and will respect those who are using the Library facility.
11. I shall begin gardening no later than June 1, 2018, unless extenuating circumstances are reported to staff. I shall notify staff if I can no longer maintain or choose to relinquish my plot, so that my plot may be reassigned. The license to use any unmaintained or relinquished plot(s) will be revoked by the Library without refund.
12. I shall maintain my plot throughout the growing season by keeping weeds to a minimum, thus preventing the spread of weeds to other plot(s), ensuring that pathways remain open and accessible, and eliminating potential habitat for unwanted wildlife. I shall also keep my plot and the surrounding pathways clear of any waste material (trash, litter, etc.).
13. If my license to use the plots(s) assigned to me is revoked by the Library for any reason, I agree that any remaining crops, plants or materials shall become property of the Library.
14. I shall remove all plants and garden materials from my plot no later October 31, 2018.
15. I shall refrain from using non-organic and/or prohibited materials as outlined on the list provided at the pre-season orientation. When unsure if a product meets the guidelines, I will contact staff for approval.
16. I hereby grant permission to the Library to glean my excess produce in order to reduce food waste, provided that staff give me no fewer than three (3) days notice via phone and email (if provided in the

signature block below) before gleaning produce. Gleaned produce will be donated to local food pantries or meal programs.

17. Staff or volunteers are not responsible for spoilage or damage to plot or plants.

18. When I know that I will be away for an extended period, I shall make arrangements to have my plot harvested as necessary by a friend, family member or colleague, or will give the Library permission to harvest and donate produce in danger of spoiling.

19. I shall harvest crops and/or produce grown only in my assigned plot unless given explicit permission by another gardener to harvest from their plot.

20. I agree that the Library makes no representation or warranty of any kind or nature, express or implied, regarding the Green Milton Community Garden, my plot, or its condition, quality or fitness for any particular use.

21. I understand and agree that the license granted in this Agreement may not be transferred or assigned by me.

Section III. Release and Indemnity. As consideration for the license granted herein, Gardner hereby releases, and agrees to indemnify, defend and hold harmless, the Library, the Green Milton Community Garden, its and their affiliates, trustees, officers, employees, staff, volunteers, agents, patrons and each of their respective successors and assigns (the "Library Parties") from any and all claims, liabilities, obligations, promises, agreements, disputes, losses, damages, expenses (including attorneys' fees), demands and causes of action of any nature and kind, whether direct or indirect, known or unknown, absolute or contingent, that relates to, results from or arises in connection with the license granted herein, the Gardener's failure to comply strictly with the terms of this Agreement, including the Green Milton Community Garden rules, or the Gardener's use of the Green Milton Community Garden or other property of the Library.

IN WITNESS WHEREOF, the Library and the Gardener have executed this Agreement as of the latest date indicated below.

MILTON PUBLIC LIBRARY

Signed: _____ Date: _____

Print Name:

Print Title:

GARDENER

Signed: _____ Date: _____

Print Name:

Phone number:

Email address: