

Garden Site License Agreement

This License made this _____ day of May, 2010.

Between:

The City of Saskatoon, (the “Licensor”)

- and -

***, (the “Licensee”)

Whereas:

- A. The Licensee intends to use a portion of a series of vacant lots adjacent to *** as the site to plant vegetables, primarily, potato and other root crops, and in turn, deliver the produce to the Saskatoon Food Bank (the “Program”); and
- B. The Licensor has agreed to permit the Licensee to use certain portions of its property known municipally as *** (the “Premises”) for the Program on the terms and conditions set out herein.

Now therefore the Parties agree as follows:

Grant of License

- 1. (1) The Licensor hereby grants to the Licensee the non-exclusive right, subject to the restrictions contained herein, to enter onto the Premises from May 1 to October 31, 2010, for the sole purpose of the Program.
- (2) The Licensee shall have the right to use all or a portion of the Premises for the Program.

Application & Renewal

- 2. The Licensee shall be the primary contact with the Licensor, whether or not other non-profit groups or individuals assume the role of preparation, planting or harvesting of any crops on the Premises, and the Licensee shall be solely responsible for making any application to the Licensor for the use of the Premises. If the parties agree, the license granted may be renewed on a yearly basis; however, the Licensor may at any time advise the Licensee that this Agreement either cannot be renewed or is terminated if the land is required for development or any other purpose.

Compensation

3. (1) On execution of this Agreement, the Licensee shall pay to the Licensor the amount of \$1.00, the receipt of which is acknowledged.
- (2) The Licensor shall not, in any event, be responsible for any of the costs incurred by the Licensee in connection with the Licensee's performance of this Agreement.

General Terms and Conditions

4. (1) The Licensor shall confirm that the Premises meets an environmental standard that is at least equal to the residential property environmental standard but makes no representations or warranties concerning the arability of the Premises for the Licensee's intended purposes and the Licensee accepts the Premises "as is".
- (2) The Licensee shall obtain all necessary approvals and permits in respect of its use of the Premises and shall comply with all laws, directions, rules and regulations of all governmental authorities having jurisdiction in respect thereof.
- (3) The Licensee agrees to provide all security required to supervise and limit access to the Premises, if any, both during daylight times or otherwise. As well, the Licensee may erect on the Premises perimeter fencing, subject to any such fencing being setback from any intersection no less than 10 metres and not being any higher than 1 metre.
- (4) The Licensee shall make arrangements for washroom facilities for those that attend at the Premises but must receive the approval of the Licensor if such temporary facilities are going to be placed on the Premises.
- (5) The Licensee may erect or place a small garden shed or storage locker(s) on the Premises but shall remove the same at the end of each growing season, and any such shed requires the prior approval of the Licensor.
- (6) The Licensee shall be solely responsible for costs to prepare, plant and harvest crops on the Premises, including all costs with respect to the provision of water for the crops.
- (7) The Licensee shall ensure that all crops or gardening activities or debris stay within the boundaries of the Premises and shall clean any adjacent sidewalk or street as necessary if debris spills onto the same.

- (8) The Licensor makes no assurance that the Premises shall have a ready access point to a water supply.
- (9) To maintain traffic safety, the Licensee shall not grow any crops within 10 metres of the corner of any intersection, unless such crops do not exceed 1 metre in height.
- (10) The Licensee agrees that during the growing season the Premises shall be suitably maintained, and that once the crop has been harvested the Premises shall be left both reasonably level and free and clear of plant material or other rubbish.

Liability and Risk

5. (1) The Licensee agrees to be responsible for any damage or harm to the Licensor, resulting from the acts or omissions of the Licensee or any of the Licensee's employees, agents or guests.
- (2) The Licensee assumes all risk of loss, injury or damage which may occur while at the Premises in connection with the Licensee's use of the Premises.
- (3) The Licensee shall ensure that during the course of the Program it maintains a comprehensive general liability insurance policy in an amount of not less \$2,000,000.00, and that the Licensor is named as an additional insured.

The City of Saskatoon

City Manager
