



## **2019 SEASONAL GARDENING AGREEMENT for CITY-OWNED PROPERTY**

This agreement is by and between the City of Omaha (“City”) and \_\_\_\_\_, (hereafter referred to as the “Garden Operator”). The parties desire that the Garden Operator use and maintain certain vacant City property (“Property”) for a community garden for the neighborhood’s use, to beautify the neighborhood and grow affordable, nutritious food.

The Property is located at \_\_\_\_\_, Omaha, NE. A map showing the Property is attached. The property is owned by the City of Omaha (“City”). The Garden Operator’s maintenance and use of the Property shall be subject to the following terms and conditions:

1. This agreement is for the period March 1, 2019 to October 31, 2019. Gardening activities will not begin before March 1. The garden beds and all areas planted with annual plants will be cleared or properly prepared for winter no later than October 31st.
2. Normal hours of operation shall be between 9 AM and 8 PM or sunset, whichever comes first.
3. The property will be used only for a community garden operated by the Garden Operator.
4. The Garden Operator designates as its representative the person signing this agreement below on its behalf. The City may rely on the contact information listed below for the representative, for purposes of notifying the Garden Operator. The Garden Operator representative signing below agrees to be the contact person for communications between the Garden Operator and the City. The representative will use his or her best efforts to assure that this agreement is followed and to communicate with gardeners about this agreement.
5. A temporary sign indicating the name of the Garden Operator using the lot(s), and contact information for the Garden Operator, must be placed in a clearly visible location on each Property. The sign must also indicate that the Property is owned by the City and include contact information for the City Planning Department. The Garden Operator has until April 1 to install the temporary sign(s) and thereafter must continuously display such sign(s) as required. If the Garden Operator wishes to purchase a sign from the City, a sign meeting the requirements of this section may be purchased at cost.
6. Substantive complaints about the community garden and/or behavior of the gardeners should be resolved in good faith by the Garden Operator.
7. Not responding to and/or not cooperating with neighbors may result in the termination of the agreement.

8. If raised beds are used, only untreated wood may be used to construct the raised bed. Gardeners are encouraged to contact the Extension Master Gardener at 402-444-7804 for technical assistance.
9. The Garden Operator will maintain the Property in a clean, safe and attractive manner, including trimming shrubs and mowing grass, keeping the lot free from weeds, litter, dangerous conditions, and soil erosion.
10. The Garden Operator will submit to the City Planning Director a short report by December 31, 2019, on a form furnished by the City, which will include specific information about the garden, number of participants, and what was grown. The Garden Operator will take photographs of the garden and gardeners during the growing season and provide the photographs to the City. The photographs will be used by the City to record the garden's condition and to use in promotional publications.
11. The Garden Operator will not construct any structure, lay permanent pavement, park any vehicles, build a fire, or cut trees, bushes and shrubs on the Property. The Garden Operator may install temporary fencing only with the permission of the City, which will work with the group to assure the fence meets City requirements.
12. The Garden Operator will use reasonable care while working in the garden to ensure their own safety and the safety of others. The Garden Operator shall indemnify, defend, and hold harmless the City and its agents from and against any and all claims, liabilities, causes of action, lawsuits, or damages arising out of the use or maintenance of the Property by the Garden Operator or any person authorized to be on the Property by or affiliated with the Garden Operator.
13. The Garden Operator shall not use fertilizers other than compost or compost based liquid nutrients which includes any OMRI listed, USDA NOP type, or USDA Bio-based certified product. The Garden Operator shall not use any Insecticide, Pesticide, Algaecide, Fungicide, harmful chemicals, toxic substances, pollutants or toxic plants in the garden. Any type of plant related treatments must follow USDA NOP standards, be OMRI listed or USDA Bio-based certified.
14. The Garden Operator is responsible for ensuring the soil at the site is suitable for use, and shall refer to the Omaha Lead Registry for information relating to potential lead contamination in the soil. The City can make no representations nor warranties regarding the health or safety of soils or other conditions on the Property.
15. A representative of the City, with proper identification, shall be permitted to inspect the Property at any time.
16. The Garden Operator may invite neighbors onto the Property only when Garden Operator representatives are present.
17. Events and/or parties are prohibited.
18. There shall be no pets nor farm animals allowed on the Property.
19. All City noise regulations must be obeyed. Out of respect for other gardeners and local residents, loud electronic devices of any type are prohibited.

20. Tobacco use is prohibited on the Property.
21. There shall be no sales nor other business activities upon the Property.
22. The City may terminate this agreement at any time, with or without cause, upon 7 days notice to the Garden Operator. If the agreement is terminated, regardless of the cause for termination, the City will not compensate the Garden Operator for lost time, money, materials, or any other alleged losses, claims or damages.
23. It is understood that this agreement does not automatically renew for next year. A new agreement request must be resubmitted to and accepted by the City for next year. This agreement creates no expectation of renewal, nor any property interest, for the Garden Operator or any of its members.
24. The Garden Operator may request permission from the City Planning Director to allow certain gardening beds or other equipment to remain on the Property until a designated date of the following year, pending the City's decision on whether to renew this agreement with the Garden Operator for that next year. Any such permission from the City Planning Director shall be in writing. The granting of such permission shall not mean that the renewal of the agreement will or will not ultimately be granted. In any event, such permission may be revoked by the City Planning Director at any time. If such permission is denied or revoked, such gardening beds or other equipment shall be removed within seven days.

\_\_\_\_\_, the "Garden Operator":

by \_\_\_\_\_

Name	Phone	Email
Address	City	Zipcode
Signature	Date	

City of Omaha:

Signature	Date
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