

## **Greenprint Niagara Member Garden Agreement**

IT IS HEREBY AGREED, by and between Greenprint Niagara. (hereafter Greenprint), and \_\_\_\_\_ Member Garden (hereafter Member), that subject to the terms, limitations and conditions as set forth herein, the Member Garden has the right and obligation to actively create and maintain Community Gardens and to pursue Community Gardening on the subject premises identified as \_\_\_\_\_, Niagara Falls, New York.

Community gardening is defined as an activity where residents work together to grow food and/or flowers on a shared piece of land. Community gardens use sustainable growing practices. Gardeners on a community garden may work jointly on a single garden plot, or divide a land parcel into garden plots assigned to individual gardeners. Member gardens must meet the criteria of either a neighborhood community garden and/or school-based or other institutional-based community gardens.

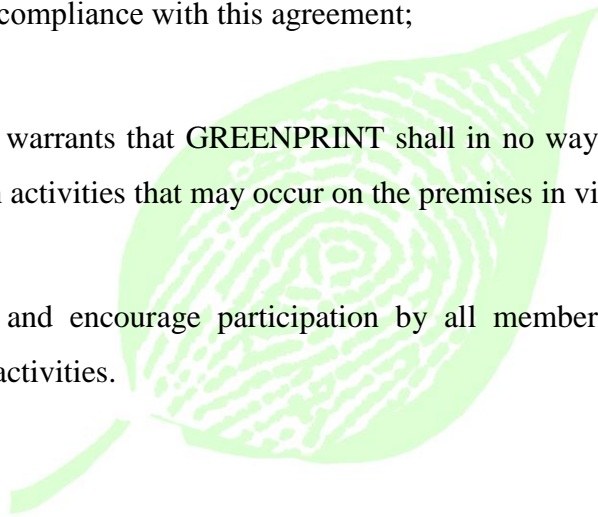
- Neighborhood community gardens must fulfill the following criteria:
  - More than one household is involved
  - Community residents from the neighborhood are engaged in the gardening project and support the garden
  - Produce grown on GREENPRINT gardens must not be sold
  
- School-based or other institutional-based, community gardens must fulfill the following criteria:
  - School-based: Must be supported by school administration, teachers, students, students' parents, and residents of properties in the neighborhood of the gardens.
  - Institutional (example: faith-based): Must be supported by congregation leadership and membership, and residents of the properties in the neighborhood of the garden.
  - Produce grown on GREENPRINT gardens must not be sold

In consideration of Member's active use of the premises as set forth herein, GREENPRINT shall provide liability insurance for Member's authorized activities on the premises and, as resources permit, may provide consultations, financial support and other resources including plants, seeds, bulbs and other supplies.

In consideration of GREENPRINT's resources, the Member:

- a) must utilize the premises only as set forth herein and as authorized per the lease agreement attached hereto and made part hereof, and per any subsequent revisions, modifications or alterations of said lease as may be entered into by GREENPRINT and The City of Niagara Falls;
- b) shall keep, operate and maintain the garden premises year-round, including sidewalks, in an orderly fashion and not permit any garbage, refuse, liter, weeds or debris of any sort to accumulate; any garbage that is picked up will have to be taken off-site for collection
- c) shall not erect any structure on the premises;
- d) shall not sell, barter, trade or in any way exchange for value any fruit, produce, flowers, soil, earth, rock, stone or vegetation of any kind derived from operation of the premises;
- e) will actively, in accord with the season, maintain and utilize the garden;
- f) will not keep or have on the properties, or permit to enter upon the properties any article, substance, or thing of a dangerous, inflammable, hazardous, or explosive character that might, (i) substantially increase the danger of fire on the properties; (ii) be considered dangerous by a responsible insurance company; or (c) be considered hazardous under any environmental statute, law, or regulation;

- g) shall comply with all laws codes, ordinances, rules, regulations and requirements of any governmental authority;
- h) shall not sublet, assign or in any way encumber all or any of its rights under this agreement and acknowledge that it is without capacity to do so;
- i) agrees and warrants that GREENPRINT shall not be held liable for any debts or obligations of the Member;
- j) will allow GREENPRINT entry upon the premises at any time to inspect and confirm Member's compliance with this agreement;
- k) agrees and warrants that GREENPRINT shall in no way be liable for any garden or non-garden activities that may occur on the premises in violation of this agreement;
- l) shall seek and encourage participation by all members of the community in all gardening activities.



Termination

IN THE EVENT of the failure of Member to adhere to this agreement for any reason including due to its cessation of operation, dissolution, abandonment of the premises, lack of resources or other, its rights as stated herein may be terminated by notice sent by U.S. Mail to the address set forth herein, both first class and certified mail return receipt requested, said notice to be deemed complete 5 days after mailing regardless of proof of receipt. If terminated, the Member must immediately cease any all activity on the premises and remove any of its property from the premises no later than 15 days after the date of mailing of the termination notice after which time any property will be deemed abandoned.

Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
On behalf of Member Garden (signature)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
On behalf of Greenprint Niagara

\_\_\_\_\_  
Witness

Member Garden Name and Address:

\_\_\_\_\_

Member Gardener/Contact/Lead Person name-phone(s)-email-street address:

\_\_\_\_\_

\_\_\_\_\_

To Be Completed By Greenprint Niagara Board of Directors:

Date of approval of Member Garden by Greenprint Niagara: \_\_\_\_\_

Date of approval of Member Garden property by the City of Niagara Falls: \_\_\_\_\_