



COMMUNITY GARDEN PARTNERSHIP AGREEMENT

THIS AGREEMENT dated this _____ day of _____, 20____

BETWEEN

City of Kingston, Community Services, Recreation and Leisure Services Department
(hereinafter referred to as the "City")

AND

Community Garden Group

As represented by

Community Garden Group Representative
(hereinafter referred to as the "Licensee")

PURPOSE: To grant permission to use the municipally owned lands located at _____ as outlined on the plan in attached Schedule 'A' for the purpose of a community garden, subject to the Terms and Conditions of this Agreement contained herein and attached hereto all of which form part of this Agreement.

AGREEMENT TERMS AND CONDITIONS:

- 1) The terms of this Agreement shall be in effect from _____ to _____ with the option to renew the Agreement if the community gardens are managed and maintained to the satisfaction of the City.
- 2) The Licensee must carry a Public Liability Insurance of \$2 million that explicitly indemnify, defend and hold harmless the City from and against any damage or injury to any person or any real property.
- 3) Vehicle access to the community garden is subject to City approval. Automobile Insurance of \$2 million that explicitly indemnify, defend and hold harmless the City from and against any damage or injury to any person or any real property is required if vehicles are required to access garden.
- 4) It is understood that the Corporation of the City of Kingston, Recreation & Leisure Services, or its duly appointed representative shall maintain the right to rescind the use of the community garden and terms of this Agreement if there is reason to believe there is a non-compliance with this Agreement and/or any City By-Laws and/or provincial regulations, or if the property is required for other purposes.
- 5) The limits of the community garden(s) shall be within the area described in the plans in Schedule 'A'. Any enhancement of the community garden shall require a written request and approval from the City and adhere to the Community Garden Policy.
- 6) Prior to the development and/or enhancement of the community garden(s), the Applicant:
 - a) Shall ensure that the terms and conditions of this Agreement and the limits of the approved community



- garden site plan are brought to the attention of all community garden members.
- b)** Shall notify and seek approval from the City for the operation of any heavy equipment on site as outlined in the Community Garden Policy.
 - 7)** For the duration of all works, the Licensee shall ensure that construction work is carried forward as expeditiously as possible so as to cause minimum nuisance to neighbours and take reasonable precaution to ensure the safety of the public.
 - 8)** The Licensee understands that public access to the community garden(s) for enjoyment is permitted and facilitated.
 - 9)** Any chemical use in the community garden(s) as defined in the Community Garden Policy shall be prohibited.
 - 10)** Produce grown in allotment plots within the community garden will be for the personal use and consumption of the individuals involved in the community garden. Produce sold by the garden as a whole from a dedicated plot for the purpose of fundraising for garden projects and programs is permitted given that all applicable permits and/or licenses are in place.
 - 11)** The Licensee:
 - a)** Shall develop and maintain the community garden at no cost to the City.
 - b)** Indemnifies, defend and hold harmless the City from and against any damage or injury to any person or any real property.
 - c)** Shall maintain the community garden including collection and removal of litter and debris.
 - d)** Shall elect a Garden Coordinator or Executive in a valid and open process whom will be responsible for management of the community garden(s).
 - e)** Shall be responsible for developing and administering their own Community Garden Member Agreement, which must be signed by all individuals occupying the land for the purpose of a community garden. The Community Garden Member Agreement shall include and adhere to the terms and conditions in the Community Garden Policy. A copy of the Community Garden Member Agreement shall be provided to the Community Garden Coordinator.
 - f)** Shall provide for a valid and open process in the allotment of the garden spaces in accordance to the terms and conditions set out in the Community Garden Policy. Residents of the City of Kingston shall be given priority for the opportunity to participate in the community garden program.
 - g)** Shall provide current contact information for the Garden Coordinator or Executive as well as proof of required insurance as outlined above to be kept on file with the City.
 - 12)** Community garden(s) proposed near stormwater management ponds, drainage swales and floodplains shall be subject to the following conditions:
 - a)** No fill material of any kind shall be placed within 6m from the top of the flood risk area;
 - b)** If City water is used to irrigate the garden, the chlorine should be removed so as not to harm aquatic plants and animals.
 - c)** Soil conditioners such as compost are prohibited.
 - d)** Only native species shall be planted in floodplains that are identified to be in an Environmental Protection Area.



I have read, understand and agree to abide by this partnership.

(Signature of Licensee)

Date of Signature

Name

Garden Name

Mailing Address

City

Postal Code

Phone Number

Email Address

Alternate Contact Name

Phone Number

(Signature of City Representative responsible for program)

Date of Signature

Denita Dyck

Name

Assistant Supervisor

Title

City of Kingston

Mailing Address

216 Ontario Street

Mailing Address

Kingston

City

K7L 2Z3

Postal Code

613-546-4291 x.1704

Phone Number

ddyck@cityofkingston.ca

Email Address

(Signature of City Recreation Program Supervisor)

Date of Signature

Lynda Breen

Name

Supervisor

Title

City of Kingston

Mailing Address

216 Ontario Street

Mailing Address

Kingston

City

K7L 2Z3

Postal Code

613-546-4291 x.1705

Phone Number

lbreen@cityofkingston.ca

Email Address

Personal information is collected on this form pursuant to s. 11(1)(5) of the Municipal Act, 2001, S.O. 2001, c.25, and will be used for the purposes of processing your application, maintaining databases, mailings/distribution of relevant information and management of the City of Kingston Recreation and Leisure Services Department.