THE SCHUYLKILL CENTER FOR ENVIRONMENTAL EDUCATION  
COMMUNITY GARDEN PLOT LICENSE AGREEMENT

RETURN THE COMPLETED & SIGNED LICENSE WITH  
FULL PAYMENT TO steve@schulkillcenter.org

NAME:  
ADDRESS:  CITY/STATE/ZIP:  
PHONE 1:  PHONE 2:  

EMAIL ADDRESS:

Members of the Schuylkill Center are part of a special community of nature and wildlife champions whose generous support furthers our mission to connect people with nature and preserve open green space in Philadelphia.

Membership offers unique access, experiences, and benefits to bring your family closer to nature while supporting the Center’s core programs: environmental education, land stewardship, wildlife rehabilitation, and environmental art.

Interested in becoming a member? Click Here or stop by the Schuylkill Center for Environmental Education (open Monday-Saturday, 9AM-5PM)

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<th>1) Last Year’s Plots:</th>
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<th>2) Current Year’s Plots:</th>
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<th>3) Total Number of Plots:</th>
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I hereby certify that I have read the license in its entirety and rules in Exhibit A and will abide by all.

SIGNATURE: ____________________________________________________________
The Schuylkill Center for Environmental Education (the “Licensor”) has an interest in certain land located on Spring Lane, Philadelphia, PA and used as a community garden (the “Community Garden”). The undersigned (the “Licensee”) desires to use one or more 5 x 7 meter (approximately 16’ x 20’) garden plots (each a “Plot”) at the Community Garden for the sole purpose of gardening and gardening related activities (the “Permitted Use”). In consideration of the mutual covenants and agreements set forth in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. **Grant of Plot License.** Subject to the terms and conditions of this Agreement, Licensor hereby grants Licensee a license to use the Plot(s) identified below for the Permitted Use. No legal title, leasehold or other interest in the Plot(s) is granted or conveyed pursuant to this Agreement, nor does this Agreement create a landlord-tenant relationship between Licensor and Licensee. Licensee has inspected the Plot(s), and accepts the Plot(s) in the current condition, "AS IS."

2. **License Term.** The term of this Agreement is one year commencing on March 14, 2020 and expiring on March 13, 2021 (the “License Term”); provided, however, this Agreement shall terminate and the Plot License shall be revoked automatically if Licensee has failed to perform any gardening activities on the Plot(s) licensed hereunder on or before June 15, 2020. Licensor shall re-license such Plot(s) on a first-come, first-served basis. There will be no refund of the License Fee.

3. **License Fee.** In consideration of the grant of the license, Licensee shall pay Licensor a fee of $60 per Plot (the “License Fee”; included in above table). The License Fee is due and payable in full before this Agreement shall take effect and is not refundable. Additional fees may be added at a later date.

4. **Use; Compliance.** Licensee shall use the Plot(s) solely for the Permitted Use. Licensee shall not (i) store any non-garden related items on the Plot(s) or (ii) place on the Plot(s) anything which is hazardous, toxic, odorous, inflammable, explosive or dangerous. Licensee, at its sole expense, shall comply with all laws and regulations relating to the use of the Plot(s), including, without limitation, the rules and regulations of the Community Garden attached hereto as Exhibit A and such other rules and regulations adopted or altered by Licensor from time-to-time and will cause all of its invitees and visitors to do so. The Community Garden Coordinator shall be responsible for all decisions and interpretations related to compliance with the rules and regulations.

5. **Alterations; Structures.** Licensee shall not install any alterations or structures on the Plot(s) without the prior written approval of the Community Garden Coordinator, which may be granted or withheld in the sole discretion of the Community Garden Coordinator. Any alterations or structures approved by the Community Garden Coordinator shall be made out of prefabricated materials only, shall be maintained in good and safe order and condition and shall not share or otherwise interfere with adjacent Plots.

6. **Liability Release.** Licensee expressly acknowledges that the Community Garden and Plots are part of a larger natural land preserve containing natural and manmade obstacles, surface and sub-surface hazards, and environmental conditions and risks and that the Licensor is a non-profit organization. Accordingly, Licensee hereby voluntarily and expressly assumes the risk of injury while at the Community Garden and further recognizes and agrees that Licensee, and not Licensor or its partners, directors, officers, agents or employees, is solely responsible for the safety of Licensee’s person and property while at the Community Garden. In consideration of this license and being allowed to participate in the Community Garden program, Licensee hereby releases Licensor, and its partners, directors, officers, agents, employees, successors and assigns or any of them, from any and all actions, causes of action, claims, damages, demands, injuries and liability of any nature whatsoever (including theft and vandalism) arising out of or in any manner connected with Licensee’s use of the Community Garden. Licensee specifically release and discharge the above named parties from any and all liability, even though liability may arise or might have arisen out of the negligence, carelessness or any other type of action or inaction on the part of the persons or entities mentioned above.

7. **Damage to the Community Garden.** Licensee shall be solely responsible for the cost of repairing any damage to the Community Garden caused by Licensee or its agents, contractors or invitees. Licensee shall, within ten (10) days after demand, reimburse Licensor for any costs incurred by Licensor in repairing any such damage. Licensee shall surrender the Plot(s) to Licensor at the expiration or earlier termination of the License Term in the same condition as it is on the date of this Agreement, reasonable wear and tear excepted.

8. **No Assignment by Licensee.** Licensee shall not have the right to assign this Agreement or to give any
other person or entity any right to use or occupy the Plot(s).

9. **Default and Licensor’s Remedies.** The failure of Licensee to perform any of its obligations under this Agreement and the continuation of such failure for five days after notice from Licensor to Licensee shall constitute an event of default ("Event of Default"), upon the occurrence of which, Licensor shall have, in addition to all remedies available at law or equity, the right to terminate this Agreement and to re-enter and take possession of the Plot(s).

10. **Licensee Information.** Please print clearly, fill out completely. Return completed and signed Agreement with full payment to: The Schuylkill Center for Environmental Education, 8480 Hagy’s Mill Road, Philadelphia PA 19128-1998; Attn: Katie Lutzker, Community Garden Coordinator.

*Please note if you have any changes to your information as shown in this contract; please let Katie Lutzker or Steve Goin know directly, as updating with the Center does not automatically transfer over. Thank you!*
EXHIBIT A

Community Garden Rules and Regulations

1. Licensee is aware that invasive species may be imported into the gardens through imported soil. Licensee shall review the list of invasive species posted on the community bulletin board—and agrees not to plant them, and to remove them if discovered in the Plot(s).
2. Gates in the perimeter deer fence must be closed at all times.
3. No use of chemical fertilizers, additives, or other inorganic material is permitted.
4. Pets are not permitted in the gardens, on or off leashes.
5. Licensee must remove all trash each day; take to nearest Sanitation Convenience Center at 300 Domino Lane, near Umbria Street.
   Info: http://www.philadelphiastreets.com/sanitation/residential/sanitation-convenience-centers
6. If buckets or containers of any kind are used to collect water, fine mesh must cover buckets and/or containers at all times to prevent mosquitoes. All containers not fully covered with netting will be dumped without notice. Ponds must contain fish to control mosquitoes or be covered with netting.
7. No gardening is to take place in the paths or outside the Plot(s); there are to be no aisle obstructions whatsoever. No carpeting, synthetic mulches, storage, or organic waste shall be permitted. The common area is maintained by Licensor; however Licensee must keep the common area adjacent to its Plot(s) clear of long grass, vines, invasive plants, garden debris and trash.
8. All fires are illegal! Burning leaves or trash is prohibited, and there is to be no grilling or barbequing.
9. No smoking on the property.
10. Cinderblocks and pressurized wood may not be used for raised beds; mounding and untreated wood is allowed for this purpose.
11. Interior plot fences are to be constructed and maintained with suitable and substantial fencing materials with firmly supported posts and cross supports that remain in an upright position. Fences are to be no higher than 6 feet. They must not interfere with travel in designated aisles.
12. No abuse of animals of any kind will be tolerated and is grounds for immediate repossession of the Plot(s) by the Schuylkill Center. You may not poison or relocate animals, release cats/dogs into the field, or set any traps. Please do not feed the animals.
13. Gardeners must remove any and all self-seeded trees from their plot(s).
14. Garden fences are to be kept clear of weed vines. Grape and other vines grown on the fences must be kept pruned to allow the paths to be easily accessible, so as not to inhibit the adjoining plots. Any and all vines that are growing over into pathways and/or adjoining plots will be removed without warning!
15. Do not plant anything where it will shade a neighboring Plot. New fruit trees are prohibited. Only shrub plants 6 feet or under at maturity may be planted, six feet from the Plot’s fence. Plants that are aggressive need to be controlled within your plot.
16. There is to be no sub-licensing of plots.
17. Please use water wisely and conservatively. Watering may only be done with a person present (no automatic watering devices such as sensors or timers) while watering. Fully turn spigot off when done watering.
18. In the spirit of community gardening there will be volunteer opportunities that we encourage all gardeners to participate in. Watch for emails, the bulletin board, and the Organic Community Gardens at the Schuylkill Center Facebook Page for volunteer opportunities and other information.
19. No gardener is allowed to enter any Plot(s) with which they do not have a contract, unless permission is given. If a gardener does trespass into any Plot(s) without permission, the trespasser’s contract is terminated and trespasser’s plot(s) will be confiscated and released.
20. The gardens are closed sunset to sunrise; there are limits on the use of power equipment posted by the Schuylkill Center on the garden bulletin board.
21. Gardeners will respect natural area adjacent to community gardens and will not cut any live or dead trees in preserved habitat, will not remove any plant material, and will not dump in adjoining properties.
22. Compost plant material is to be placed only in designated areas or within garden plots.
23. Notification must be given to the Community Garden Coordinator katie@schuylkillcenter.org and Land and Facilities Manager steve@schuylkillcenter.org if you are for any reason unable to work your garden for a short while, or for the remainder of the season.
24. Licensor reserves the right to terminate this Agreement and revoke this license from any Licensee who
fails to obey the rules and regulations.

25. Hoses will not be permitted to hang or be located on aisle fences or in aisles to allow better maintenance of aisle fencing. You are required to unhook your hose from the spigot once you are done watering. Licensor reserves the right to remove/cut away any hose not properly stowed within plot boundaries and off of aisle fencing.