

COMMUNITY DEVELOPMENT LICENSING AGREEMENT

- d. _____

- e. _____

4. AGREEMENT

The parties agree as follows to the Term of this agreement:

- a. The housing group is interested in supporting the development of a food-producing garden on their premises at _____

(address of building where garden will be installed).

- b. The urban farmer will directly provide on-site garden creation project coordination and development, completing the following tasks:
- Arrange a meeting with the housing group and its building manager to develop a vision and mission statement for the vegetable garden project
 - With the assistance of the housing group, identify tenants that are interested in participating in the project
 - Schedule and deliver regular gardening workshops to interested residents, and help them to organize garden duties and responsibilities
 - Coordinate the construction of the garden beds, as well as the cultivation and harvest of the vegetable crops
 - Secure and maintain all materials needed on-site (seeds, growing medium, tools, etc)
 - Direct the sale, donation, or distribution of said crops post-harvest

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- c. All funds raised from the project, either through produce sales or fundraising, will be managed by the urban farmer
- d. All tenants will have access to the garden space; however, only those participating in the program will be allowed to modify the garden in any way (this includes cultivation and harvesting)
- e. Other than tenants, only authorized persons (arranged by either the urban farmer or the housing group) will have access to the garden; all authorized employees with the urban farm will have access to the garden during daylight hours; these persons will have access to restroom facilities and drinking water on-site (at the building)
- f. The urban farmer will be field any and all garden-related questions and concerns from program participants
- g. There shall be no alcohol or illegal drugs in the garden space. There shall be no smoking during garden program activities.

5. HOUSING GROUP RESPONSIBILITIES

In addition to the other requirements of this Agreement, the housing group will:

- a. Monitor the provision of services under the Agreement to ensure that such services are provided in a proper and timely manner, and the provision of services does not interfere with normal day-to-day operations of building;
- b. Provide space for programming and administration at building, including a secure area for urban farmer employees to store their belongings for the day;
- c. Work with the urban farmer to resolve any issues that tenants that exhibit problematic behavior;
- d. Reimburse the urban farmer for certain expenses, within 30 days of transaction. Such expenses include purchases specifically requested by the housing group, and tools/equipment that are purchased for the garden and will remain on-site after the term is completed;
- e. Assign a staff member (building manager or otherwise) that will act as a liaison with the urban farmer (identify and refer to section **10. NOTICE** at the end of this document).

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6. URBAN FARMER RESPONSIBILITIES

In addition to the other requirements of this Agreement, the urban farmer will:

- a. Keep proper accounts and records of all income and expenditures relating to the partnership;
- b. Provide third-party liability coverage insurance for the program supervisor(s), staff, volunteer(s) in the amount of \$2,000,000;
- c. Indemnify and save harmless the Provincial Rental Housing Commission, Her Majesty the Queen in Right of the Province of _____, and the housing group from and against any and all losses, claims damages, actions, causes of action, costs and expenses that the housing group may sustain, incur, suffer or be put to by reason of any act or omission of the urban farmer or of any servant, employee, officer, director, agent or permitted sub-contractor of the urban farmer;
- d. Ensure due diligence in selecting suitable staff and volunteers to interact with, and support, vulnerable Tenants, including requiring Criminal Record Checks prior to start date;
- e. Assign a representative to act as liaison with the housing group (identify and refer to section **10. NOTICE** at the end of this document).

7. FREEDOM OF INFORMATION

The housing group is governed by the _____
_____ Act and will collect, handle, store, and use information in compliance with this act.

The urban farmer is governed by the _____
_____ Act and will collect, handle, store, and use information in compliance with this act.

{e.g. Freedom of Information and Protection of Privacy Act, Personal Information Protection Act, etc}

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8. AMENDMENTS IN WRITING

No modification of this Agreement will be binding unless it is agreed to in writing by the parties.

9. DEFAULT

In the event of a default of a term of this Agreement, the housing group will notify the urban farmer of the default and set out a time period in which they must rectify the default. If they fail to rectify the default within the stated time period, or fail to satisfy the housing group of its intent to rectify the default, then the housing group, in addition to any other rights or remedies available to the housing group in law or equity, may terminate this Agreement immediately.

10. NOTICE

Any notice given under this Agreement will be in writing and delivered or transmitted by email or facsimile to the parties as follows:

Housing Group (legal name): _____

Liaison (name and position): _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Urban Farmer (legal name): _____

Liaison (name and position): _____

Address: _____

Phone: _____

Fax: _____

Email: _____

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11. ENURING EFFECT

This Agreement will endure to the benefit of and be binding upon the successors of the parties.

12. GOVERNING LAW

This Agreement is to be governed by and construed and enforced in accordance with the laws of the Province of _____.

IN WITNESS OF THIS AGREEMENT the parties have executed below:

URBAN FARMER:

Per its authorized signatories

Signature Date Signed

Print Name and Title

HOUSING GROUP:

Per its authorized signatories

Signature Date Signed

Print Name and Title