

MULVANE COMMUNITY GARDEN
LICENSE, USE AND INDEMNITY AGREEMENT

THIS MULVANE COMMUNITY GARDEN LICENSE, USE, AND INDEMNITY AGREEMENT (the "License") is entered into as of the date set forth below between the City of Mulvane, Kansas (the "City") and the undersigned (the "Licensee").

WHEREAS, the Licensee desires to enter onto and utilize certain real property owned by the City, the size and location of such property as may be determined by the City from time to time in its sole discretion, (the "Community Garden") for the sole purposes of gardening and personal agricultural uses subject to the restrictions set forth herein and any rules and regulations set forth by the City from time to time in its sole discretion ("Rules and Regulations"); and

WHEREAS, the City desires to grant the Licensee a limited, non-exclusive, revocable license to enter onto and utilize the Community Garden for the purposes set forth herein and subject to the restrictions set forth herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the City and the Licensee hereby agree as follows:

1. Grant of License. The City hereby grants to Licensee a limited, non-exclusive, revocable license to use the Community Garden for the sole purposes of gardening and personal agricultural uses including the planting, tending, and harvesting of legal agricultural products, subject to the terms and conditions hereof. Licensee acknowledges the limited nature of this License, the fee title ownership of the City in the Community Garden, and that this License is revocable by the City at any time for any reason, in the sole discretion of the City, including but not limited to violations of this License and/or the Rules and Regulations.

2. Rules and Regulations Regarding Activities; Compliance with Laws. The City shall have the right to establish rules and regulations, from time-to-time, in its sole discretion, regarding use of the Community Garden (the "Rules and Regulations"), which shall be available at City Hall during normal business hours. Licensee shall comply, in all respects, with (a) any and all local, state and federal laws, rules and regulations, and (b) the Rules and Regulations, as amended from time to time.

3. Specific Rules. In addition to any Rules and Regulations otherwise set forth by the City from time to time, the following rules shall apply to the use of the Community Garden:

- a. *Hours.* Licensee shall only be allowed to be present at and utilizing the Community Garden from 5:00 a.m. each morning to sundown. Any person on the premises of the Community Garden after sundown shall be trespassing.
- b. *Children.* Licensee must be at least 18 years of age. Children under the age of 18 shall be allowed at the Community Garden only under the supervision of a Licensee.
- c. *Personal Use.* The Community Garden may be used solely for personal agricultural use such as planting, tending, and harvesting plants and vegetables for private consumption. No activities for commercial or retail use, including the sale of produce of the Community Garden, or the planting, tending, or harvesting of produce intended for sale to the public, shall be allowed. Licensee shall not bring or allow any livestock upon the Community Garden.
- d. *License.* Except for children under the age of 18 accompanied by a Licensee and guests accompanied by a Licensee, any person on the

premises must be a Licensee of the Community Garden. Any person on the premises of the Community Garden without this License shall be trespassing and subject to immediate removal by the City or its agents. Licensee agrees to produce valid state identification upon request by the City or its agents.

4. Insurance and Indemnification. Licensee's use of the Community Garden shall be at Licensee's, and any of such Licensee's guests' and invitees', sole risk. Licensee covenants and agrees to indemnify, defend, and hold the City and its agents, employees, and contractors harmless from and against any and all claims, demands, causes of action, losses, injuries, damages, costs, expenses (including, without limitation, reasonable attorneys' fees, expenses, and costs), lawsuits and liabilities, at law or in equity, of every kind or nature whatsoever, which in any way arise out of or relate to Licensee's and its guests' or invitees' use of, and activities on, the Community Garden. The indemnification obligations of Licensee set forth in this License shall survive any revocation or termination of this License.

5. Non-transferable. This License shall be valid only for the undersigned and shall be non-transferable by Licensee in all respects. This license shall not extend to any person not specifically named and signing below. Any attempted transfer of this License by Licensee shall be null and void and shall be deemed a termination of this License.

6. Miscellaneous. Any forbearance by the City in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver or preclude the exercise of any such right or remedy. No covenant, term or condition of this License shall be deemed to have been waived by the City unless such waiver is in writing by the City. This License, together with the Rules and Regulations, set forth all the covenants, promises, agreements, conditions and understandings between the City and Licensee. This License cannot be amended except in writing executed by the parties hereto. This Agreement is to be governed by the laws of the state of Kansas.

IN WITNESS WHEREOF, this Agreement has been executed by the parties to be effective as of the execution hereof by both parties.

CITY

LICENSEE

By: _____

By: _____

Name: _____

Name (Printed): _____

Title: _____

COMMUNITY GARDEN LICENSE – CITY OF MULVANE, KANSAS

The Licensee listed below has been granted a limited, non-exclusive, revocable license by the City of Mulvane, Kansas to the Community Garden, subject to all Rules and Regulations, and has executed the Mulvane Community Garden License Agreement.

DATE: _____

[seal]

LICENSEE: _____

This License is non-transferrable and may be revoked at any time by the
City of Mulvane, Kansas or its agents, in their sole discretion.