

## Community Garden Agreement

Property permitted for community garden use between the Sow Nashville Consortium, The Metropolitan Government of Nashville and Davidson County, Metro Water Services Stormwater Division, Metro Codes Administration, and the Community Garden Permittee will be held to several conditions of permit. For brevity, Sow Nashville Consortium will be hereinafter referred to as “**SN**”; Metropolitan Water Services will be hereinafter referred to as “**MWS**”; Metro Codes Administration will be hereinafter referred to as “**CODES**”; and the community garden permittee will be hereinafter referred to as the “**CGP**”.

In order to operate a community garden under the Sow Nashville Process, the following guidelines and conditions must be accepted and followed:

A. All improvements constructed or installed by **CGP** shall comply with all applicable federal, state, and local laws.

B. **CGP** shall maintain the property in an orderly and neat condition. No debris shall be stored or allowed to remain on the property except as related to composting of site-produced organic waste. No off-site organic waste or fill material shall be permitted. Trash shall be removed from the site within 24 hours of the date of when it is produced.

C. Compost areas, soil stockpile, and other bulk materials shall be stored at the rear or center of the designated garden areas and shall not create a nuisance per Metro Code.

D. The garden shall be designed and maintained to prevent any pesticides, fertilizer, or other chemicals or wastes from draining off the property.

E. No gardening activity shall take place before sunrise or after sunset. The operation of mechanical equipment is permitted after 8 AM and before 5 PM only.

F. Garden related events that exceed 75 participants will require a separate special event permit issued by Metro Public Works.

G. Maintenance of all areas within the designated boundaries of the garden shall be the sole responsibility of **CGP**.

H. **CGP** is responsible for placing designated water service in their name and payment of water bills if water service is required. Coordination of water for the property is the sole responsibility of **CGP**.

I. Animal or insect husbandry is not permitted under this property agreement.

J. The construction of structures, fences, or raised beds is not allowed (raised beds using only soil are fine). No signs shall be erected, displayed, placed, or maintained upon the site without prior approval of **SN, MWS, or CODES**.

K. **CGP** agrees to save and hold **The Metropolitan Government of Nashville and Davidson County, MWS, CODES, and SN** harmless for any and all legal claims, damages and judgments, arising out of the use, occupation, maintenance and operation of said property, and **CGP** agrees to assume any and all

responsibility and liability therefore. Furthermore, **CGP** agrees that in the event that **The Metropolitan Government of Nashville and Davidson County, MWS or CODES** is named a defendant in a legal action, that **CGP** shall furnish legal counsel and indemnify **The Metropolitan Government of Nashville and Davidson County, MWS, CODES, or SN** from any and all claims or judgments.

L. **CGP** agrees to obtain liability insurance for the further protection of **The Metropolitan Government of Nashville and Davidson County, MWS or CODES** in such amounts and conditions as shall be designated by **Metro Legal Department**.

M. **CGP** shall charge no fees or fundraise without first obtaining permission of **CODES**.

N. **CGP** shall comply with all applicable federal, state, and local nondiscrimination laws. No person shall be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination in the use of the property on the basis of age, race, creed, color, national origin, gender, sexual orientation, gender identity or disability.

O. This agreement shall be terminated by giving a sixty (60) day notice, in writing, by either party. In the event of permit termination or non-renewal, **CGP** shall remove all improvements from the site within 30 days unless otherwise approved by **MWS and/or CODES**.

P. **MWS and/or CODES** may, at its option, consider a breach of any of the above conditions a breach of this agreement, and may, at its option, declare this agreement forfeited.

Q. This agreement does not constitute a lease of the subject property. This permit does not convey any interest in the subject property to **CGP**.

R. The Metropolitan Government of Nashville and Davidson County does not discriminate on the basis of age, race, creed, color, national origin, gender, sexual orientation, gender identity or disability in admission to, access to, or operations of its programs, services, or activities.

I agree to the aforementioned conditions.

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Community Garden Representative #1

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Date

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Community Garden Representative #2

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Date

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Sow Nashville Representative

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Date

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