

## **TOWN OF WELLESLEY**

### Community Garden License Agreement

THIS COMMUNITY GARDEN LICENSE AGREEMENT, dated \_\_\_\_\_, by and between **TOWN OF WELLESLEY, MASSACHUSETTS** acting by and through its Board of Selectmen (the “Town”) with a principal office at 525 Washington Street, Wellesley, MA 02482 and (name) \_\_\_\_\_ (the “Licensee”), with its principal office at (address) \_\_\_\_\_.

### **RECITALS**

WHEREAS, The Town is the owner of record of certain parcels of land known as Weston Road Community Gardens, located at Weston Road and Howe Street, Wellesley, MA 02482, and identified by the Town of Wellesley Assessor Map as Parcel 149-5 AND Brookside Community Gardens, located at Oakland Street and Brookside Road, Wellesley, MA 02482, and identified by the Town of Wellesley Assessor Map as Parcel 31-20 (the “Land”); and

WHEREAS, Licensee desires to use a portion of the Land more particularly described in Exhibit A (the “Plot”) to conduct community gardening activities;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and the payment of other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby enter into this License Agreement upon the terms and conditions set forth herein.

#### **1. Grant of License.**

a. The Town hereby grants to Licensee a temporary, non-exclusive, revocable license to enter upon and use the Plot exclusively for the purposes described herein, subject to the terms and conditions set forth herein.

b. The Town does not make any representation or warranty as to any matter affecting or relating to the Land or the Plot, including, but not limited to, the physical condition or suitability thereof for community gardening purposes, and Licensee acknowledges that no such representation or warranty has been made and Licensee agrees that this License Agreement relates to the Plot in “as-is” condition as of the date of this License Agreement.

2. Term. The term of this License Agreement shall commence on the date hereof and shall continue until January 1, 2025 or until the gardener changes plots, the assigned plot is

abandoned, this license is revoked, or there are significant changes to the Rules/Regulations, unless terminated earlier by either party.

3. Permitted Use. The Licensee shall use the Plot solely for community garden use in accordance with the provisions of the License Agreement, to the extent now and hereafter from time to time permitted under applicable laws, bylaws, ordinances, codes, rules, regulations, orders, and other lawful requirements of governmental bodies having jurisdiction (the “Purpose”).

4. License Fees/Utilities. In consideration for the use of this License Agreement, the Licensee agrees to pay the Town an annual fee, as well as a License Fee of One Dollar (\$1.00), to be included in their annual fee. Licensee shall be responsible for Licensee’s proportionate share of the cost to supply water and supplies to the Plot.

5. Indemnification. The exercise of this License shall constitute the Licensee’s acceptance of complete liability for the actions or omissions of Licensee, its contractors, agents, representatives, employees, and assignees while present at the Land or upon the Licensed Plot in connection with the construction, upkeep, and maintenance of the Purpose. Prior to being allowed to enter upon the Plot, the Licensee and all of its agents who are entering the Plot shall sign a release (attached hereto as Exhibit B) waiving any and all rights and claims against the Town for any injury suffered on the Plot.

The Licensee shall, to the maximum extent permitted by law, defend, indemnify and hold harmless the Town and its officers, employees, agents, and volunteers from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs and expenses (including reasonable attorneys’ fees) whatsoever arising from, related to or in connection with this License or Licensee’s use of the Plot.

The Licensee further expressly agrees not to make any claims against the Town and its officers, employees and agents for any injury, loss or damage to person (including bodily injury and death) or property arising out of or in connection with the activities undertaken or omissions to act by the Licensee, its contractors, agents, representatives, employees, assignees and invitees, as hereby licensed.

6. Conduct

- a. Entry and use under this License by the Licensee and its contractors, agents, representatives, employees, and assignees, shall, at all times, be subject to review by duly designated representatives of the Town.
- b. During the exercise of rights hereby granted, Licensee shall at all times conduct itself so as not to interfere with activities of the Town within or upon the Land.

- c. The Town shall have the right, at all reasonable times, to enter onto and inspect the Licensed Plot.
- d. The Licensee shall observe and obey all applicable laws, statutes, ordinances, regulations and permitting or license requirements, including the Town of Wellesley Community Garden Rules and Regulations (see Exhibit C attached).
- e. The Licensee shall not undertake any construction, reconstruction, rehabilitation or refurbishment upon the Land without having received the written approval of the Town or its authorized representative.
- f. Licensee agrees that all work performed on the Plot shall be performed free of charge and provided at no expense to the Town.
- g. In connection with the Purpose, the Licensee will use reasonable best efforts to comply with the agricultural practices and procedures set forth on Exhibit C, attached hereto.

7. Termination; Ownership of Improvements. This License will terminate thirty (30) days after the giving of a written notice by either party, with or without cause.

Upon any termination of this License Agreement, Licensee shall promptly return the Plot to the same or better condition that it was in prior to commencement of this License Agreement, reasonable wear and tear accepted, and shall remove any item(s) of property left or placed in or on the Plot by Licensee.

8. No Interest in Real Estate. This License Agreement does not grant Licensee, its successors, assigns or transferees any interest, legal or equitable, in the Plot or the Land, and this License Agreement shall become null and void and without legal effect if it is recorded in any registry of deeds or any land registration office.

9. Modification; Assignment. Any modification or amendment to this License must be in writing. This License is not transferable and no privilege contained herein may be sublet or assigned to any other person or organization without the express written consent of the Town.

10. Survival of Terms and Provisions. All appropriate terms and provisions hereof shall survive the termination or revocation of this License.

IN WITNESS HEREOF, the parties hereto have caused this Community Garden License Agreement to be executed as a sealed instrument the day and year first written above.

TOWN OF WELLESLEY  
Natural Resources Commission  
By and through its Director

Licensee:

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_