



Pleasanton Community Garden Patch License Agreement

This License Agreement is entered into this, _____ day of _____, by and between the City of Pleasanton ("City"), and _____

("Licensee"), whose address is: Street _____, City _____, Zip _____

Daytime Phone _____ Evening Phone _____

Cell Phone _____ Email _____

Recitals

- I. The City is the owner of certain real property located in Pleasanton, CA, described as Patch # _____ in the Val Vista Community Garden ("Garden"), size ___12' 6" x 18', or ___10' x 10', or ___12' 6" x 8'.
- II. The City desires to grant a revocable license under this Agreement to the Licensee, to give permission to the Licensee to cultivate the Property in accordance with the City's Community Garden Rules ("Rules and Regulations"), the current version of which are attached to this Agreement and incorporated herein by this reference.

Now, therefore, the City and Licensee agree as follows:

- 1. The City hereby grants to the Licensee a revocable license ("License") or personal privilege to garden, cultivate, and maintain the Property according to this Agreement and Rules.
- 2. This Agreement and License are personal to the Licensee and may not be assigned or transferred. Any attempt to assign or transfer this Agreement or License shall automatically terminate the License.
- 3. This Agreement and License shall be in effect from the 1st day of January, 2013 to the 31st day of December, 2013.
- 4. The City may, in its discretion, terminate this Agreement and revoke the License at will, with or without cause. Notice of this termination and revocation shall be effective upon fifteen (15) days' written notice provided by the City to the Licensee at the address of the Licensee sent forth above.
- 5. The Licensee hereby agrees to indemnify, defend and hold harmless the City from and against any damage or injury to any person or any real property, arising from: (a) this Agreement; (b) this Licensee's use of the Property; (c) the Licensee's failure to keep the property and surrounding areas clean and in good condition; and, (d) any other negligence or willful misconduct of the Licensee, the Licensee agrees to condition. The Licensee agrees to pay for all damages to the Property caused by the Licensee's misuse or neglect of the Property.
- 6. This Agreement, together with the Rules and Regulations, constitutes the entire agreement between the City and Licensee relating to the License. Any prior agreements or representation not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be made in writing and signed by the City and Licensee.

In Witness Whereof, this Agreement has been duly executed by:

City of Pleasanton

Licensee

By: _____
Community Services Manager

By: _____

Date: _____

Date: _____

Attachments: Rules and Regulations, Patch Application