

Memorandum of Agreement
between
xxxxxxx
and
The Tampa Bay Network to End Hunger
For
Use of Land as a Community Garden

This agreement is entered into between xxxxx (hereafter referred to as “Property Owner”) and The Tampa Bay Network to End Hunger (hereinafter referred to as the “Network”) for the use of land located at xxxxxxxx as a community garden. The purpose of this garden is to provide fresh produce to the residents in neighboring communities through the Network distribution system and to provide a hands on educational opportunity for students and families and the xxxxx.

Term: This agreement shall be for a trial period of one year beginning immediately upon execution date of this agreement, after which both parties agree to meet to evaluate this agreement and upon mutual consent renew this agreement for the life of the garden.

- I. **Responsibilities of the Property Owner:** The Property Owner agrees to:
 - a. Provide use of the parcel of land, located at xxxxxxxxxxxx, for use as a community garden; and
 - b. Maintain the portion of the site not used by the garden; and
 - c. Provide water to the garden for irrigation; and
 - d. Maintain garden, seedling beds, and composting site; and
 - e. Harvest gardens and share yield with the Network for distribution to partnering food providers; and
 - f. Identify someone as a primary contact for the Property Owner to the Network in matters related to this agreement; and
 - g. Notify Network liaison of any matters impacting the success of the garden or the safety of visitors to include: plant disease, fence damage, or onsite events that may cause harm to project managers or visitors.
- II. **Responsibilities of The Network:** The Network agrees to:
 - i. Oversee all arrangements for operations of a community garden by:
 - ii. Building beds and an irrigation system for growing vegetables and fruit; and
 - iii. Creating a compost site and a seedling bed; and
 - iv. Fencing the garden to control wildlife consumption and damage; and
 - v. Planting the garden; and
 - vi. Training students and volunteers to maintain the garden, seedling bed, and composting site and monitor for pest damage; and

- b. Obtain approval from the Property Owner prior to making any structural improvements or changes to the garden not originally approved; and
- c. Notify Property Owner liaison of any changes or structural repair requiring onsite work; and
- d. Limit access to the garden to project managers, trained volunteers and students as well as media; and
- e. Notify Property Owner of any media or other visit schedules; and
- f. Identify a point person from The Network in all matters related to this agreement.

III. Additional Responsibilities and Terms of the Agreement:

- a. Both the Property Owner and The Network agree to abide by all applicable provisions and regulations of the federal, state, and city laws and ordinances.
- b. **Insurance:** The Property Owner agrees to maintain general liability coverage with the Network named as an additional insured.
- c. **Amendment:** This agreement may be modified or amended with the written approval of both parties, provided the party proposing a modification or amendment submits the same in writing to the other party at least thirty (30) days in advance to allow for negotiations and Board approval as may be required.
- d. **Termination:** This agreement may be terminated with 90 days notice if the conditions of the contract are not met and the party in error is given at least 30 days to remediate any infractions. Upon termination of the agreement, The Network will leave the site in a clean and neat condition, i.e. free of trash and debris, with any outbuildings, and garden structures removed or left in good repair.
- e. **Applicable Law:** This agreement shall be governed by the laws of the State of Florida.
- f. **Entire Agreement:** The agreement is the entire and only agreement between the parties and supersedes all prior understandings and practices between the parties.

Acknowledged, Accepted, and Approved

By: _____ Date: _____

xxxxxx

Property Owner Liaison

By: _____ Date: _____

Will Carey (813) 943-9224

Tampa Bay Network to End Hunger Liaison

By: _____ Date: _____

Pat Rogers (813) 254-1190 x217

Chair, Tampa Bay Network to End Hunger