

Needham Community Farm - Community Garden Beds

Sub-License Agreement

THIS COMMUNITY GARDEN SUB-LICENSE AGREEMENT, as dated below, by and between the NEEDHAM COMMUNITY FARM (NCF) with its principal place of business at 145 Pine Street, Needham Massachusetts and mailing address at PO Box 920877, Needham, MA 02492, as SUB-LICENSOR AND the LICENSEE of TOWN OF NEEDHAM, MASSACHUSETTS (the "Town", acting by and through its authorized agents and THE UNDERSIGNED (the "sub-Licensee" or "Gardener"),

RECITALS

WHEREAS, NCF is the Licensee of a certain parcel of land comprising more or less 3.2 acres at 145 Pine Street, Needham, commonly known as the former Nike Site described in Exhibit A (the "Premises", see below); and

WHEREAS, the Gardener desires to use a raised bed on a portion of the Premises devoted to 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 a license agreement upon the terms and conditions set forth herein.

1. Grant of Sub-license

a. NCF hereby grants to the Gardener a temporary, non-exclusive, revocable license to enter upon and use an assigned community garden bed on the Premises exclusively for the purposes described herein, subject to the terms and conditions set forth herein, including Exhibit A, the NCF Community Beds Waiver Form, and the NCF Community Beds Rules and Regulations.

b. NCF does not make any representation or warranty as to any matter affecting or relating to the Land or the Premises, including, but not limited to, the physical condition or suitability thereof for community gardening purpose. The Gardener acknowledges that no such representation or warranty has been made and agrees that this Agreement relates to the Premises in "as-is" condition as of the date of this Agreement.

2. Term

The term of this Sub-License shall commence on April 1, 2023 and shall continue until March 31, 2024 or the assigned plot is revoked.

3. Permitted Use

The Gardener shall use the Premises solely as community garden bed in accordance with the provisions of this Agreement, to the extent now permitted under applicable laws, bylaws, ordinances, codes, rules, regulations, orders and other lawful requirements of NCF or of the Town and Commonwealth.

4. License Fees/Utilities

In consideration for this Sub-License, the Gardener agrees to pay the NCF the Fee of \$100.00 (Needham, MA resident) / \$125.00 (Non-Needham, MA resident)

5. Indemnification

The execution of this Sub-License shall constitute the Gardener's acceptance of complete liability for the actions or omissions of him/her/them, his/her/their guests and agents while present at the Premises in connection with the use, upkeep and maintenance of the his/her/their gardening bed. Prior to being allowed to enter the Community Garden area, the Gardener on behalf of himself, herself, or themselves and his, her or their guests and agents who enter the Premises shall sign a NCF Community Beds Waiver Form, waiving any and all rights and claims against NCF or the Town for any injury suffered on at the Community Garden.

The Sub-Licensee shall, to the maximum extent permitted by law, defend, indemnify, and hold harmless NCF and the Town and their 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 Sub-License or the Gardener's use of the Community Garden and assigned bed.

The Gardener further expressly agrees not to make any claims against the NCF and the Town and their 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 Sub-Licensee, or guests, as hereby licensed.

6. Conduct

a. Entry to the Community Garden and use of the assigned bed under this Sub-License by the Gardener and his, her or their guests and agents, shall, at all times, be subject to review by duly designated representatives of NCF and the Town.

b. During the use of the Community Garden and assigned bed, the Gardener shall at all times conduct himself, herself or themselves so as not to interfere with activities of NCF or the Town or other gardeners.

c. NCF and the Town shall have the right, at all reasonable times, to enter onto and inspect the Gardener's assigned raised bed.

d. The Gardener shall observe and obey all applicable laws, statutes, ordinances, regulations and permitting or license requirements including NCF's current Rules and Regulations. NCF reserves the right to amend or modify the Rules and Regulations and will promptly give Gardener notice of any such amendments or modifications by email.

e. The Gardener shall not undertake any construction, reconstruction, modification, rehabilitation or refurbishment of the assigned bed without having received the written approval of NCF or its authorized representative.

f. In connection with the use of the assigned gardening bed, the Gardener will use his/her/their reasonable best efforts to comply with the agricultural practices and procedures set forth in the NCF Community Beds Rules and Regulations, attached.

7. Termination

This Sub-License can be terminated in accordance with the Rules and Regulations, and in the event of termination, the Gardener shall forfeit any right or claim for a return of the License Fee.

Upon any termination of this License Agreement, Gardener shall promptly return the assigned bed to the same or better condition than it was in prior to commencement of this Sub-License Agreement, reasonable wear and tear excepted, and shall remove any item(s) of property left or placed in or on the Community Garden or assigned bed by Gardener.

8. No Interest, Legal or Equitable, in the Community Garden

This Agreement does not grant Gardener, his, her or their heirs, successors, assigns or transferees any interest, legal or equitable, in the Community Garden, assigned bed or the Land, and this 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. Sub-License is Not Transferable

Any modification or amendment to this Sub-License must be in writing. This Sub-License is not transferable and no rights or privileges contained herein may be sublet or assigned to any other person or organization without the express written consent of NCF.

10. Provisions Survive Termination or Revocation of License

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 Sub-License Agreement to be executed this day and year first written above.

NEEDHAM COMMUNITY FARM, INC,

By its authorized agent

Susan Shaver, President, Date: February 15, 2023

SUB-LICENSEE:

----- Date: -----

EXHIBIT A - DESCRIPTION OF THE PREMISES

One 4 foot by 12 foot gardening bed, the location of which will be assigned on the initial bed assignment date or on a date thereafter, along with the privilege to use the Community Garden's common area, water, communal tools, and the communal shed, subject to the NCF Community Beds Rules & Regulations.