

**2009 SEASONAL GARDEN PLOT LICENSE
CITY OF MILWAUKEE**

This LICENSE is granted by the City of Milwaukee (hereinafter "City") to:

(hereinafter "LICENSEE"), to prepare, plant and maintain a garden subject to compliance with all of the following agreed to terms and conditions, on premises under the control, supervision, or ownership of the City. Premises described as follows and on attached map:

ADDRESS	TAX KEY	DIMENSIONS
---------	---------	------------

In consideration for this license the LICENSEE agrees to abide by the following terms and conditions:

1. The terms of this license are for the growing season of May 1, 2009 to October 31, 2009.
2. Garden shall not be maintained for on-site commercial purposes that involve vending, sales or neighborhood traffic disruptions or nuisances. Garden shall be used for personal or community gardening only, and no other purposes whatsoever; there shall not be grown, nor be permitted to grow, any plant or thing, or the premises used for any purpose, contrary to law;
3. Any food crops must be planted in raised garden beds. Raised beds must be constructed of untreated wood and hold a minimum depth of 12 inches of soil. All soil must be uncontaminated and safe for the growing of food crops. A root barrier, such as landscape fabric, must be placed between the raised bed's soil and the existing soil.
4. The LICENSEE has inspected and understands the premises are licensed on an AS-IS, WHERE-IS BASIS, with all faults and defects, known or unknown, discovered or to be discovered, and with no representations or warranties, express or implied and the City is without obligation to make any alterations, repairs or changes thereto;
5. The LICENSEE will maintain the premises in a clean, safe and attractive manner to standards required by the Municipal Code of the City of Milwaukee; will keep the premises free from noxious weeds, litter and other debris, nuisances, hazards and soil erosion which maintenance, including trimming shrubs and mowing grass, shall extend to any abutting public rights of way, all at the expense of the LICENSEE;
6. The LICENSEE shall not construct any structure, lay permanent pavement, park any vehicles, build a fire; cut trees, bushes or shrubs without the prior written permission of the CITY; nor perform any acts which jeopardize or inhibit the use of surrounding lands;
7. LICENSEE may install temporary fencing (no concrete anchors) at the perimeter of the garden in a neat and tidy manner with approved fencing materials such as chain link, coated fence wire, standard fence wood or metal such as wrought iron. Materials such as barbed wire, razor wire, old doors, chicken wire, sheet metal, pallets or plywood are prohibited. Fencing may not exceed four feet in height and must be at least 50% transparent. Fences at street or alley intersections cannot exceed three feet.
8. LICENSEE shall at all times exercise due diligence in the protection and use of the premises and shall be fully responsible and liable for damages to the premises or injuries to persons, including the LICENSEE and any invitee, which may arise from or be incident to the use of said premises; and the LICENSEE will indemnify and save harmless the CITY from any claim, loss or damage in connection with the use of said premises;
9. The LICENSEE shall comply with all applicable laws, ordinances and regulations of the State, County and the City of Milwaukee and agrees NOT to use or negligently apply prohibited fertilizers or insecticides; introduce any refuse, unclean fill, contaminated soils, toxic substances or pollutants to the premises Licensee will be responsible for remediating any such hazards that are caused by, can be traced to or are attributable to Licensee.

10. LICENSEE understands that this agreement constitutes a license granting temporary and qualified entry and occupancy privileges that are personal privileges and that shall not be construed as granting any interest or estate in the premises whatsoever. This is not a lease or other conveyance of any interest or estate in real property. This license does not create any landlord and tenant relationship and the CITY at all times is deemed to be in possession of said above described premises;
11. LICENSEE will not assign this license or any interest therein, nor permit any other person to use the subject premises without the prior written permission of the CITY;
12. City acknowledges that as of May 1st of this year no development proposals have been filed for these premises and this license allows LICENSEE to garden for the full growing season. However the City reserves the right to revoke this permit, with or without cause, upon service of a thirty (30) day notice delivered by mail or otherwise to the LICENSEE'S address or by posting a notice at the garden premises. City may take physical possession of premises without payment as compensation or damages for the growing crops and without recourse on the part of the LICENSEE;
13. A representative of the CITY, with proper identification, shall be permitted to inspect the premises at any time;
14. The LICENSEE agrees to clear subject garden plot prior to, but not later than October 31st of this year. Any residual left on the premises becomes the property of the City of Milwaukee without cost to the CITY or payment to the LICENSEE.
15. LICENSEE understands that this License does not automatically renew on a year to year basis but must be resubmitted to and accepted by the City for each year.

I, the undersigned, hereby accept this permit and agree to comply with the above stated terms and conditions on this _____ day of _____, 2009 in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

LICENSEE:

NAME

PHONE

ADDRESS

THIS PERMIT is hereby issued this _____ day of _____ 2009, for and on behalf of the City of Milwaukee and terminates on October 31, 2009.

City of Milwaukee

Return Completed Application to:

Yves LaPierre,
City of Milwaukee, DCD, Real Estate,
809 North Broadway,
Milwaukee, WI 53202