

0Pendleton Community Garden Plot License Agreement

This license agreement is between UMATILLA COUNTY, acting by and through its Board of County Commissioners, hereafter called County, and _____, hereinafter called Gardener. The County's supervising representative for this contract is Umatilla County Health, 200 SE 3rd Street, Pendleton, Oregon, 97801.

1. Effective Date and Duration

- a. This license agreement is dated and shall become effective on the date in the Signature Section below.
- b. This license agreement shall expire on the November 30th following the date in the Signature Section below unless otherwise terminated or extended. Upon expiration the \$20 gate fee will be refunded subject to the plot being returned to the state described in Section 2c of this License Agreement.

2. Responsibilities

- a. Gardener will pay Umatilla County a gate fee of \$20. This fee shall cover costs associated with the Pendleton Community Garden Project.
- b. Gardener agrees to abide by the Pendleton Community Garden Rules and Responsibilities and Community Garden Plot Assignment Rules.
- c. After November 1st, but before November 30th, Gardener is required to return their assigned plot and garden bed to a "bare dirt" condition by removing all plants, plant waste, structures, fencing, etc.

3. Consideration

- a. In exchange for a gate fee of \$20, the County agrees to allow the Gardener a plot in the Pendleton Community Garden from April 1st through November 1st.

4. Termination

- a. Either party may terminate this contract upon thirty (30) days' prior written notice to the other party.
- b. Upon termination, Gardener will have thirty (30) days to remove any of their property from their assigned plot and the Community Garden space. The \$20 gate fee will be refunded upon the plot being returned to the state described in Section 2c of this License Agreement.

5. Assignments

- a. Gardener shall not assign or transfer any of their interest in this contract without the prior written consent of the County.

6. Amendments

- a. The terms of this contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by the parties.

7. Indemnification: I AGREE TO DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY UMATILLA COUNTY AND ITS OFFICERS, EMPLOYEES AND

AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, RESULTING FROM, ARISING OUT OF, OR RELATING TO MY PARTICIPATION IN THE PENDLETON COMMUNITY GARDEN.

8. **Severability**: I agree that if any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.
9. **Signature**

Full Name _____

Signature _____ Date _____