

This License Agreement (the “License”) is made as of the date set forth below by between The Buck Hill Conservation Foundation (the “Licensor”) and the undersigned individual (the “Licensee”). This License sets forth the terms and conditions on which Licensor shall permit Licensee to use a garden box (the “Premises”) within the community garden operated by the Licensor.

1. Grant. Subject to and upon the terms set forth in this License, including the payment of the amount set forth in Section 2 of this License and the attached terms and conditions (the “T&C”), License grants Licensee the right to use the Premises from February 1, 2024 through November 30, 2024 (the “Term”). License shall use these premises for recreational gardening purposes only. Notwithstanding the grant set forth in this Section 1, this License does not grant Licensor any rights to light or air over or about the Premises.
2. Fees. In exchange for the rights granted under Section 1 of this License Agreement, Licensee agrees to pay Licensor

[] for members of the Licensor - \$250

[] for non-members of the Licensor - \$ 350

Payment is due upon execution of this License. This fee is not refundable.

3. Services Provided by Licensor. Subject to availability, during the Term, Licensor shall use its best efforts to provide Licensee with cold water and gardening tools for the Premises.
4. Repairs. During the Term, Licensor shall have the right, at any time during the Term, to alter, repair, or improve any portion of the Premises or the community garden where the Premises are located. To the extent possible, Licensor shall give Licensee advance notice of any such alterations, repairs or improvements. Licensee waives any claim for any damage or inconveniences that may result from Licensor's alterations, repairs or improvements.
5. Security. Licensee understands that Licensor does not and will not maintain any security at the Premises, and that Licensor is in no manner responsible for the condition or security of the Premises at any time.
6. Assignment. Licensee shall not and may not assign, transfer or encumber this License or the Premises without the prior written consent of Licensor. Licensor shall have the right to transfer and assign, in whole or in part, all of its interests, rights, and obligations hereunder.
7. Possession. The validity and/or enforceability of this License shall not be affected if, for any reason, the Premises are not ready for Licensee's use on February 1, 2024. In addition, if the Premises are not ready for Licensee's use on February 1, 2024, Licensee waives any and all claims for damages arising out of any such delay.

8. T&C. During the Term, Licensee shall abide by the attached T&C. At Licensor's sole discretion, the T&C may be amended. Licensor shall give Licensee prompt notice of any amendments to the T&C. Licensor reserves the right to terminate this License due to Licensee's failure to abide by the T&C. In the event that Licensor terminates

9. Indemnity, Liability and Loss or Damage. Licensor shall not be liable to Licensee or Licensee's agents, employees, guests, invitees, heirs, executors, administrators or successors, or to any person claiming by, through or under Licensee for any injury to person, or loss or damage to property, occasioned by or through the acts or omissions of Licensor or any other person, or by any other cause whatsoever except for Licensor's gross negligence or willful misconduct. Except as prohibited by law, Licensee shall indemnify Licensor, its trustees, members, agents, beneficiaries, and employees and hold them harmless from all suits, actions, damages, liabilities, and expenses relating to the loss of life, bodily or personal injury, or property damage arising from or out of any occurrence in, upon, at or about the Premises or Licensee's use and occupancy thereof except to the extent caused by the gross negligence or willful misconduct of any such party seeking indemnification hereunder. If Licensor shall be made a party to any action commenced by or against Licensee, Licensee shall protect and hold Licensor harmless and shall pay all of Licensor's costs and expenses associated therewith, including, without limitation, reasonable attorneys' fees.

10. Signage. Licensee will not place, suffer to be placed, or maintain on the Premises any sign, awning, canopy, advertising matter, or any other similar signage.

11. Miscellaneous.
 - a. If any term or provision of this License shall, to any extent, be invalid or unenforceable, the remainder of this License shall not be affected thereby, and each term and provision of this License shall be valid and enforced to the fullest extent permitted by law.
 - b. Licensee shall not to record this License or any memorandum hereof.
 - c. This License and the rights and obligations of the parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the Commonwealth of Pennsylvania.
 - d. If there is more than one Licensee, or if the Licensee is comprised of more than one person or entity, the obligations hereunder imposed upon Licensee shall be joint and several obligations of all such parties. All notices, payments, and agreements given or made by, with or to any one of such persons or entities shall be deemed to have been given or made by, with or to all of them.

- e. The expiration or termination of this Licensee shall not Notwithstanding anything shall not relieve Licensee of any obligations that accrued prior to the expiration the Term and such obligations shall survive any expiration or termination of this Licensee.

Date:

Signature:

TERMS & CONDITIONS

1. No dogs. We all love dogs. Unfortunately, we have to make this rule because gardeners have either allowed their dogs to dig up other people's garden boxes or left dog poop behind (or both).
2. Keep your garden box neat. There's a waiting list of people who want a garden box so if you're not going to be able to regularly tend to your garden, please let someone else who is waiting have a chance.