



Please read the Instructions prior to completing the Agreement Form

INSTRUCTIONS
COMMUNITY GARDEN

1. The Agreement must be filled out completely
2. Indicate the location(s) of City property you plan on utilizing
3. Indicate the date you will return the property to the City of South Bend
4. Indicate the year you will be using the property
5. Signature and contact information is required
6. Return Agreement to:

Board of Public Works
227 West Jefferson
1316 County-City Building
South Bend, Indiana 46601
(574) 235-9251
Fax: (574) 235-9171



COMMUNITY GARDEN PROGRAM AGREEMENT

The undersigned hereby agrees that in consideration for use of a vacant City-owned lot(s), located at:

Tax Key No. _____ Address: _____
Tax Key No. _____ Address: _____
Tax Key No. _____ Address: _____

The undersigned or agents will:

1. Maintain said above described lot(s) for the sole purpose of gardening at no cost to the City of South Bend;
2. Do any necessary grading or excavation of topsoil or other materials at the sole cost of the undersigned;
3. For no reason whatsoever remove topsoil or other material from said lot(s); or without prior consent from the City, or add any soil or other similar material to said lot(s);
4. Maintain said lot(s) in accordance with all City ordinances regarding refuse, weeds and noxious growths, and pertinent State and County laws;
5. Use any fumigants, insecticides, or other similar substances in accordance with City ordinances, State and Federal law;
6. Purchase any and all seeds, plants or similar items at their own expense;
7. Agree not to erect any fence or other structure on said property for the duration of this Agreement;
8. Maintain said lot(s) in a safe and orderly fashion so as not to impede pedestrian safety, and so as not to obstruct motorist visions; and
9. On _____, return use of said lot(s) to the Civil City of South Bend in a condition that is cleared of all weed and plant matter.

The undersigned further agrees to indemnify and hold harmless the City of South Bend free from all claims, suits, causes of action, or other matters that may arise from maintaining said Community Garden in the City of South Bend during the summer of _____ whether caused by or because of the undersigned, and whether the claim be based on property damage or personal injury, and shall reimburse and pay any and all costs of suit, attorney's fees, claims and any other costs. The undersigned shall further pay and be responsible for, and hold the Civil City of South Bend harmless for any damage that may accrue to the property of the Civil City of South Bend caused by or because of the undersigned.

This Agreement is subject to revocation by the City of South Bend if this lot(s) is/are offered for sale prior to _____.

Date: _____

Company Representative
Signature: _____

Name: _____ Telephone: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

BOARD OF PUBLIC WORKS APPROVAL

President Member Member

Member Member Date

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South Bend, IN 46601
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