

LICENSE AND USE AGREEMENT
COMMUNITY GARDEN
1819 S. High Street, Denver, CO.

This License and Use Agreement (“**License**”) is entered into this ____ day of ____ 2009, by and between Colorado Seminary, a Colorado nonprofit corporation which owns and operates the University of Denver (the “University”), and _____ (“**Gardener**”) and relates to use by Gardener of:

PLOT NO. _____ (hereinafter referred to as the “Plot” and as depicted on the map attached as Attachment A hereto) during a certain portion of calendar year: 2009.

and located on the property known as 1819 S. High Street, Denver, CO (the “Property”).

1. Grant. In exchange for a license fee of \$25, the University hereby grants to Gardener a nonexclusive license to utilize the Plot, the dimensions of which are approximately ten feet by twelve feet, for organic garden recreation purposes only in accordance with the further provisions of this License Agreement. The University also grants Gardener the right to access the Plot across the Property utilizing only the perimeter and internal paths provided for that purpose. By signing this License Agreement, Gardener agrees to each of the provisions of this License.

2. Term of Use/Renewal. The term of this License shall be from _____ to and including December 31, of the calendar year indicated above. Having been licensed to use the Plot in any given calendar year, Gardener may be given the right, subject to the other provisions hereof (including the right of the University to terminate all rights at any time as provided for in paragraph 3, below), to receive a license to utilize the Plot as provided herein for the succeeding calendar year.

3. Right of University to Terminate License at Any Time. The University licenses each plot on the Property, including the Plot described herein, as a service to its faculty, staff and students, and to Denver residents living within close proximate to the University in order to provide a recreational and educational experience related to organic gardening. However, the University’s need for the Property may change at any time necessitating conversion of the Property to one or more other uses on short notice. For that reason, or any reason deemed adequate by the University in the exercise of its discretion, including, but not limited to, Gardener’s violation of the provisions of this License, the University expressly reserves the right to terminate this license at any time without notice. The University expects, but does not commit, that in most circumstances, it will be in a position to provide notice of cancellation of this License sufficient to allow Gardener to utilize the Plot for the remainder of the then current license term. In the event of License termination, the University shall not be responsible for damage to growing crops or any other improvements made by Gardener to the Plot.

4. Limits of Use. Gardener agrees to utilize the Plot for the purposes of growing vegetables and other plants organically, without the use synthetic fertilizers, herbicides rodenticides and pesticides, and for no other purpose.

5. Nonexclusive Nature of Use. Gardener understands and agrees that his License does not grant exclusive rights to Gardener to use the Plot or any other portion of the Property. The University may enter the Plot at any time and allow others to do so. However, the University, in its discretion may also adopt and enforce rules and regulations prohibiting other plot licensees on the Property from interfering with Gardener’s use of his or her Plot.

6. Erection of Structures/Use of University Provided Facilities. Gardener may not construct facilities such as sheds, perimeter fences, composting bins, awnings or similar things on the Plot, but Gardener may utilize hand removable garden stakes or other support structures that are customarily used for providing support to plants such as tomatoes and beans. Gardener may utilize on the Plot water, if any, provided by the University to the Property and any structures such as storage sheds in accordance with rules, including rules concerning charges for and limitation on amounts of, water use, established by the University.

7. Compliance with University Rules and Regulations. In the use of the Plot, Gardener shall comply with all University Rules and Regulations, and specifically the Gardener Authorization and Responsibilities and The Maintenance Guidelines, as modified from time to time, governing the use of its property in general and any specific rules governing use of the plots at the Property, including rules adopted by the Garden Steering Committee acting under authority delegated to it by the University.

8. No Warranties. The University makes no warranty, express or implied as to the quality or contents of the soils on the Plot and Property or as to the Plot and Property's suitability for growing food or any particular food crop. Gardener understands that the University has not tested the soils on the Plot and Property or any adjacent property for the presence of any constituents, including, but not limited to, possible contaminants.

9. Release from Liability and Indemnification. Gardener agrees that his or her use of the Plot and the soils thereon is at his or her own risk and fully and voluntarily assumes such risk. Gardener further understands that the University asserts protection pursuant to C.R.S. 13-21-115 and 13-21-121 from any claim of liability arising out of Gardener's use of the Plot. In addition, Gardener, on behalf of himself, his heirs, assigns and personal representatives, hereby releases the University, its trustees, officers, employees and agents from any and all claims, including claims for personal injury or property damage, arising out of or in connection with Gardener's use of, or presence upon the Plot and the Property. Gardener further agrees to indemnify and hold harmless (including through the payment of their reasonable attorney fees and costs) the University, its trustees, officers, employees and agents from any and all claims of liability, including claims for personal injury or property damage, asserted by any third party or parties (including licensees of other plots on the Property) as a result of, and to the extent caused by, the actions of Gardener or Gardener's guests in the use of the Plot and the Property.

10. This License may not be transferred or assigned without the express written approval of the University.

Entered into this ___ day of _____ 2009.

GARDENER (Licensee)

COLORADO SEMINARY

By: _____
Duly Authorized Agent for, and acting on behalf
of, Colorado Seminary

Address: _____

Email Address: _____

Telephone: _____