

Garden Lease Guidelines

Purpose

The purpose of the Garden Lease Program is to lease appropriate Housing and Redevelopment Authority (the "HRA") vacant land throughout the City to non-profit corporations for urban vegetable and/or flower gardens. It is hoped that the provision of public land for gardening will promote a sense of community and empowerment and create mutual benefit through the shared use of land in the tradition of self-help.

Eligible Participants

Non-profit corporations which are organized according to Minnesota Statutes Chapter 317A or Internal Revenue Service Code 501(c)(3), or which have an application for such legal status pending (the "Eligible Participants") may lease vacant lots from the HRA for use as urban gardens. The attached Application for Garden Lot (the "Application") must be submitted to the HRA. Articles of Incorporation for the Eligible Participant must be attached to the Application.

Eligible HRA Lots

The HRA will lease any of its vacant lots for which there is no proposed development plans to Eligible Participants for use as an urban garden. Eligible Participants must obtain both approval of the appropriate District Planning Council and a letter of support from the appropriate City Councilmember for the proposed garden lot. Lots will be leased on a first-come, first-served basis. Preference for a particular garden lot will be given to the Eligible Participant which had leased that lot in the previous year.

Terms of Garden Leases

The following terms will be incorporated into a lease to be executed by the Eligible Participant and the HRA (any deviation from these standard terms must be approved by the HRA Board):

I. Usage of Garden Lots: The garden lots must be used solely as an urban garden for the cultivation of annual vegetables and/or flowers. No other usage will be allowed. No permanent surface improvements are allowed. No motorized vehicles are allowed on the premises for any reason.

II. Basic Rent: Rent will be \$1 per month per site during the growing season (April 1 through October 31). Rent must be paid in advance at the time the lease is executed.

III. Insurance Requirements: A certificate of insurance must be provided with the following coverage:

- A. Workers' Compensation Insurance at statutory limits and Employer's Liability Insurance of not less than \$200,000 per accident.

B. Comprehensive General Liability Insurance including blanket contractual liability coverage and personal liability coverage with a combined single limit of not less than \$600,000 per occurrence.

Such insurance shall:

C. Name both the "Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, and the City of Saint Paul, their elected and appointed officers, employees and agents" as additional insureds;

D. Be primary with respect to the Eligible Participant's insurance program;

E. Contain a standard cross liability endorsement;

F. Be written on an occurrence basis.

IV. Indemnity: The Eligible Participant agrees to indemnify the HRA and the City. The Eligible Participant is aware of the conditions of the proposed garden lot and leases the same "as-is".

V. Testing for Hazardous Materials: Lessee shall, at its expense, obtain from an approved source a test for the presence of lead, and submit a test report to the HRA. If the leased premises has been previously used for commercial or industrial purposes, the lessee shall, at its expense, obtain a test from an approved source for the presence of arsenic, barium, cadmium, chromium, lead, mercury, selenium, silver, and polychlorinated biphenyls (PCBs).

VI. Damage Deposit: A damage deposit of \$250 will be waived by the HRA with the understanding that no future leases will be made if the Eligible Participant does not maintain the garden lot according to the maintenance standards described below.

VII. Maintenance of Garden Lots: The following maintenance standards must be met by lessees:

A. Soil must not be tilled closer than four feet from public sidewalks, alleys, streets, and adjoining privately owned property. Grass must be grown and maintained around the perimeter of tilled area and on boulevard.

B. Grass must be cut both on lot and on boulevard on a regular basis. Grass must not exceed three inches in length at any time.

C. Composting of vegetable matter will be allowed during the lease period. Compost material must be vegetable matter from the garden lot itself or from Ramsey County composting sites. No other compost material is allowed. All compost must be secured in a bin.

D. The leased premises must be kept free of trash and debris.

E. Any fencing, screen, lattice work, compost bins, etc. must be removed at the end of the lease period, unless prior written permission is obtained from HRA.

F. All plant material must be removed from the lot at end of lease period.

G. The lessee shall not cut down, cause damage to, or remove from the leased premises any bushes or trees without the written consent of PED staff.

Termination of Lease: The Eligible Participant or the HRA may terminate the lease for any reason at any time, provided that thirty (30) days written notice is given.

HRA Board of Commissioners Notification of Proposals

Upon receipt from a private party of a proposal to purchase an HRA parcel which is being leased under the Garden Lease Guidelines, PED staff shall schedule a public hearing before the HRA Board of Commissioners to consider disposition of the parcel.

Garden Lease

Lessor: Housing and Redevelopment Authority of the City of Saint Paul, Minnesota

Lessee:

Lessee's Address:

1. Leased Premises. The LESSOR, in consideration of the payment of the Basic Rent hereinafter specified to be paid by the LESSEE, and the covenants and agreements herein contained, does hereby lease, demise and let unto LESSEE the following described premises, which are hereinafter referred to as the "Leased Premises":

(LEGAL DESCRIPTION)

2. Term of Lease. This lease shall be in effect for a term commencing and ending on the dates indicated below, unless terminated earlier by the LESSOR as provided herein.

Commencing Date:

Ending Date:

3. Use of Premises. The premises shall be used and occupied by LESSEE for the following purpose:

To establish an urban flower/vegetable garden, and for related and compatible uses and for no other purpose without the prior written consent of LESSOR.

4. Basic Rent. Rent shall be paid in advance, at the time the lease is signed.

Rent per garden per month: \$1.00

Total Payment:

Provided, however, that no rent shall be due if this lease is terminated pursuant to paragraph 8 hereof.

5. LESSEE's Insurance. LESSEE shall maintain during the term of this lease and upon the leased premises certain insurance coverage which is described as follows:

- a. WORKERS' COMPENSATION INSURANCE with coverage not less than the statutory limits and EMPLOYERS LIABILITY INSURANCE with limits of not less than:

\$200,000.00 PER ACCIDENT

- b. **COMPREHENSIVE GENERAL LIABILITY** insurance including blanket contractual liability coverage and personal liability coverage with a combined single limit of not less than:

\$600,000.00 PER OCCURRENCE

Such insurance shall: (1) name both the Housing and Redevelopment Authority and the City of Saint Paul, their elected and appointed officers, employees and agents as additional insureds; (2) be primary with respect to LESSOR'S insurance or self-insurance program; (3) contain a standard cross liability endorsement; (4) not exclude explosion, collapse and underground property damage; and (5) be written on an "Occurrence" Form policy basis.

6. Indemnity. The LESSEE agrees to indemnify, defend, save, and hold harmless the LESSOR and the City of Saint Paul and any of their agents, officers, or employees from all claims, demands, actions or causes of action of whatever nature or character, whether or not such claims, demands, actions or causes of actions are based upon the acts or omissions (except willful misconduct and negligence of LESSOR or the City, or their agents, officers, or employees, arising out of or by reason of the Lease of the herein described premises by the LESSOR to the LESSEE, or the use of condition of the premises, or as a result of the operations or business activities taking place on the premises. Subject to paragraph 8 hereof, it is fully understood and agreed that LESSEE is aware of the conditions of the leased premises and leases the same "as is".
7. Right of Entry. At all times during the term of this lease, the LESSOR shall have the right, by itself, its agents and employees, to enter upon the Leased Premises during reasonable business hours for the purpose of examining and inspecting the same.
8. Testing for Hazardous Materials. If the leased premises has not been previously gardened under the HRA's Garden Lease Guidelines, the Lessee shall, at its expense, obtain from an approved source a test for the presence of lead, and submit a test report to the HRA. If the leased premises has been previously used for commercial or industrial purposes, the lessee shall, at its expense, obtain a test from an approved source for the presence of arsenic, barium, cadmium, chromium, lead, mercury, selenium, silver, and polychlorinated biphenyls (PCBs). Notwithstanding anything in this agreement or anything else to the contrary, neither the HRA nor the City warrants the condition of the premises with respect to the existence or non-existence of hazardous materials on the premises or the premises being fit for the intended use of or by the LESSEE.
9. Damage Deposit. A damage deposit of \$250.00 will be waived by the LESSOR with the understanding that if the Leased Premises is not cleaned up upon termination of the growing season no further leases shall be made between the LESSEE and the LESSOR.
10. Additional Provisions. The LESSEE agrees to the following provisions: land.
- A. Soil shall not be tilled closer than four (4) feet from public sidewalks, alleys, streets and adjoining privately owned property.

- B. The Leased Premises shall be kept free of trash.
 - C. Grass shall be cut both on lot and on adjacent boulevard on a regular basis, as necessary.
 - D. Any fences, screening, lattice work, compost bins, etc. must be removed from the Leased Premised upon expiration of the lease, unless prior written permission is obtained from HRA.
 - E. The Leased Premises shall be cleaned of all plant materials upon expiration of the lease.
 - F. Composting of vegetable matter shall be allowed during the lease period. Compost material must be vegetable matter from the garden itself or from Ramsey County composting sites. No other compost material is allowed. All compost must be secured in a bin.
 - G. The LESSEE shall not cut down, cause damage to, or remove from the Leased Premises any bushes or trees without written consent of the HRA.
11. Termination of the Lease. The LESSOR or LESSEE reserves the right to terminate the Lease for any reason at any time, provided either gives the other at least thirty (30) days written notice of the termination.

IN WITNESS WHEREOF, the parties hereto have set their hands this 19th day of April, 1996.

Approved as to form:

LESSOR:

HOUSING AND REDEVELOPMENT AUTHORITY
OF THE CITY OF SAINT PAUL,
MINNESOTA (HRA)

Assistant City Attorney

By: _____

Its _____

By: _____

Its _____

LESSEE:

By: _____
Its _____

By: _____
Its _____