

CITY OF WINNIPEG

Garden Plot Rental Terms of Use 2020

Conditions of Use

- (a) The City makes no representations or guarantees as to the suitability or condition of the garden plot; all garden plots are rented in “as is” condition.
- (b) The City, insofar as it lawfully can and may, and subject to the terms and conditions hereinafter set forth, hereby grants leave and license to the Licensee to use the Land for the purpose of a Garden Plot and for no other purposes whatsoever.
- (c) The rights granted to the Licensee shall not be transferred or assigned in any way.

Regulations of Use

- (a) The Licensee hereby covenants and agrees with the City that it shall during the said term, pay all costs, utilities and operating expenses in connection with its use of the garden plot.
- (b) The Licensee, for the duration of the term, shall:
 - abide by and conform to all by-laws, rules and regulations of the City and all Provincial legislation relating to the use and occupancy of the garden plot;
 - maintain the garden plot and all improvements thereon, in a weeded and orderly condition satisfactory to the City’s garden coordinator;
 - conduct themselves in a way that is respectful to neighbours and City staff;
 - not be permitted to use inorganic ground cover (rubber, metal, linoleum, concrete) or inorganic soil amendments (sand, gravel) at any time;
 - be responsible for the clean-up of litter within and in the immediate area of the garden and the clean-up of any wind-blown litter generated as a result of the use and occupation of the garden plot by the Licensee;
 - be responsible for controlling weeds (both grasses and flowering plants) within the garden plot to established Parks and Open Space Division Weed Control Standards and Procedures;
 - not be permitted to use chemical pesticides, herbicides, salts, or any other material or compound that may risk public health or soil quality;
 - not enter any garden plot before all plots are completely staked by City staff;
 - forthwith comply with any notice of violation received by it from the City within 14 days of notice and if the Licensee does not so rectify the violation, the City may enter upon the garden plot and conduct the repairs at the sole cost and expense of the Licensee, and may enact termination of contract and/or loss of first right of refusal;
 - plant the garden plot by **June 15th, 2020**;

- clean the garden plot by **October 15, 2020**. All garden waste must be removed so that only bare soil remains, and must be placed in designated garden waste collection sites. Illegal dumping is not permitted: The City of Winnipeg Neighbourhood Liveability By-law applies to all public areas including garden plots and their surroundings.

(c) No changes or alterations shall be made to the garden plot by the Licensee without the prior written consent of the Director of Public Works, the Director of Planning, Property and Development or their designates, (herein called the "City's Directors").

(d) The Licensee shall not erect or permit the erection of any building or other structure including permanent fencing and/or vehicular parking area, upon the garden plot nor make any excavation therein nor place any fill thereon without having first obtained the prior written consent of the City's Directors and shall, at its sole cost, effort and expense:

- prior to commencement of any work in connection with the development of the garden plot, provide for approval by the City's Directors all plans, drawings and specifications, (the plans, drawing and specifications above referred to shall herein be called the "plans");

- obtain all necessary permits from the City's Permits Branch, Planning, Property and Development Department; and;

- develop the garden plot in strict accordance with the plans as approved by the City's Directors in a good and workmanlike manner.

(e) The applicant will indemnify and save harmless the city from all claims, actions or proceedings for loss, damages or compensation to any person, firm or corporation whether to real or personal property of every description or to any person whomsoever caused by reason of or in any way attributable to the use, occupation or cultivation of the garden plot or the proximity of the property and the works of the city.

(f) The Licensee hereby acknowledges and agrees that it shall not be entitled to and does hereby waive any and all claims for compensation for any loss or damage to its property or any part thereof placed by the Licensee in, on or upon the garden plot, including loss of any equipment and any plantings as a result of vandalism, weather or any other act, unless caused as a result of any negligent or willful act of the City, its contractors, agents, servants or employees and/or such public utility, its contractors, agents, servants or employees.

(g) This Agreement is subject to cancellation upon THIRTY (30) DAYS notice being given by either party to the other.

(h) In the event this License Agreement expires or is terminated by either party for any reason whatsoever, the Licensee shall peaceably surrender and yield up the garden plot unto the City and shall, unless otherwise provided herein, on or before the effective termination date, take up and remove all improvements placed in, on or about the garden plot and restore the garden plot to a condition satisfactory to the City's Directors, and in the event the Licensee defaults in so doing, the City may do the said removal and restoration work at the sole risk and expense of the Licensee.