

RESOLUTION NO. 32500

A RESOLUTION AUTHORIZING THE ADMINISTRATOR FOR THE DEPARTMENT OF ECONOMIC DEVELOPMENT TO ENTER INTO A GREENWAY FARMS PARK COMMUNITY GARDEN LEASE AND MANAGEMENT AGREEMENT WITH GREENWAY FARM GARDEN PROJECT, IN SUBSTANTIALLY THE FORM ATTACHED, FOR THE LEASE AND MANAGEMENT OF THE COMMUNITY GARDEN ON A PORTION OF GREENWAY FARMS, FURTHER IDENTIFIED AS TAX MAP NO. 110-021, FOR A TERM OF THREE (3) YEARS, WITH THE OPTION TO RENEW FOR AN ADDITIONAL TERM OF TWO (2) YEARS, WITH ANNUAL RENT OF ONE (\$1.00) DOLLAR.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, it is hereby authorizing the Administrator for the Department of Economic Development to enter into a Greenway Farms Park Community Garden Lease and Management Agreement with Greenway Farm Garden Project, in substantially the form attached, for the lease and management of the community garden on a portion of Greenway Farms, further identified as Tax Map No. 110-021, for a term of three (3) years, with the option to renew for an additional term of two (2) years, with annual rent of one (\$1.00) dollar.

ADOPTED: May 13, 2025

/mem

Greenway Farms Park Community Garden Lease and Management Agreement

This Agreement is entered into this _____ day of _____, 2025 (“Effective Date”), by and between the City of Chattanooga, a Tennessee municipal corporation (“City”), and Greenway Farm Garden Project (“GFGP”), a Tennessee nonprofit corporation with its principal place of business at 305 Westgate Road, Hixson, TN 37343, (collectively, “Parties”), for the lease and management of a community garden at Greenway Farms Park Community Garden (“The Garden”), located at 5051 Gann Store Road, Chattanooga, Tennessee, and more particularly described herein and identified in the Community Garden Diagram attached hereto as **Exhibit A** and incorporated herein by reference.

WITNESSETH:

WHEREAS, GFGP is dedicated to expanding the access to locally grown food, providing farm based educational opportunities, and cultivating community interest in gardening.;

WHEREAS, GFGP is dedicated to promoting gardening and sustainability through supporting the efforts of The Garden;

WHEREAS, City recognizes the work of GFGP as vital to the community and The Garden as a positive contribution to the community;

WHEREAS, City is the owner of The Garden; and

WHEREAS, City has determined it would be in the best interest of City to enter into an Agreement with GFGP to lease The Garden to GFGP and allow it to provide for the operation of The Garden under the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the mutual efforts of the Parties to promote and support the development of The Garden, and in consideration of the respective covenants, agreements, conditions and terms stated herein, the Parties agree as follows:

1. PREMISES AND PERSONAL PROPERTY.

1.1 **Premises.** Subject to the terms set forth in this Agreement, City leases to GFGP and GFGP leases from City, The Garden, identified as Tracts 1, 2, 3, and 4 and Shed 1, Shed 2, and Shed 3 in **Exhibit A** (hereafter “Premises”).

1.2 **Personal Property.** No personal property (tools, equipment, hoses, plant material, and other non-fixtures) owned by the City will be leased to GFGP under the terms of this Agreement. GFGP is solely responsible for any personal property it stores on Premises. City will not bear responsibility for the loss, theft or destruction of any personal property of GFGP.

2. TERM OF AGREEMENT.

2.1 **Term.** This Agreement shall be for a term of three (3) years (the “Initial Term”), commencing on the Effective Date of this Agreement.

2.2 **Extended Terms.** This Agreement may be extended for one (1) additional two (2) year period commencing at the end of the Initial Term. Any option for extension shall be exercised in writing at least three (3) months prior to the end of the Initial Term and any subsequent extended term. The City shall have the option to accept the extended term or terminate the Agreement following the Initial Term of the extended term and the renewal shall be subject to the approval of the Chattanooga City Council.

3. **NAME.** The name of Premises shall remain “The Garden” during the term of this Agreement, unless both Parties agree to a name change in writing.

4. **EMPLOYEES.** All employees of City currently employed at Premises will remain in those positions consistent with the City’s personnel policies. GFGP is not responsible for the management or supervision of any City employees at Premises.

5. USE OF PREMISES.

5.1 **Permitted Use.** GFGP shall use and continuously occupy The Garden during the term of this Agreement solely for the operation of Premises and related and incidental purposes, as described more fully herein. City shall retain unrestricted access to enter and use Premises for any purpose at its discretion and without prior approval of GFGP. GFGP shall not use or permit Premises to be used for any other purpose without prior written consent of City.

5.2 **Days and Hours of Operation.** Except in the case of public disaster or other major emergency, or as otherwise authorized in writing by City, Premises shall be open for operation during normal park hours, seven days a week, from sunrise to sunset, but in any event shall remain open no later than 9:00 p.m.

5.3 **No Improper Uses or Nuisances.** GFGP shall not use, nor suffer or permit any person to use Premises for any improper, immoral or offensive purpose, nor for any purpose in violation of any local, state or federal law, now in effect or hereafter enacted or adopted. GFGP shall exercise reasonable efforts not to permit to be carried on any activity that would constitute an actionable nuisance under the laws of the State of Tennessee.

6. **MANAGEMENT AND SUPERVISORY RESPONSIBILITIES.** GFGP is hereby given general authority by City to manage and supervise the day-to-day operation of Premises as an independent contractor and to perform the specific duties set forth in this Agreement. GFGP shall assign numbered plots on a first-come, first-serve basis as identified in **Exhibit A**. GFGP shall

oversee the operations and ensure compliance with the terms set forth in the Community Gardener Agreement, attached hereto as **Exhibit B** and incorporated herein by reference.

7. CAPITAL IMPROVEMENTS AND ALTERATIONS.

7.1 Improvements and Alterations. GFGP shall not make any expenditures of funds for capital improvements or make alteration to Premises without the express written permission of the Administrator for the Department of Parks and Outdoors. Upon completion of any pre-approved project, GFGP shall provide copies of the final as-built plans and specifications to the Department of Parks and Outdoors, Director of Parks Maintenance. Any alterations or capital improvements made by GFGP shall comply with all applicable local, state and federal laws, rules and regulations. GFGP shall obtain any required permits for such alterations and capital improvements, at its expense. In the event that GFGP undertakes any improvement projects, GFGP shall maintain records of all capital projects and provide a report of all capital projects to Department of Parks and Outdoors, Director of Parks Maintenance on a semi-annual basis.

7.1.1 Subject to the terms of Paragraph 7.1 and agreement of the Parties, the City will demolish two existing sheds on the Premises as shown as two sites on Exhibit C and remove the debris upon receiving notification from GFGP that they are ready for the structures to be removed, but in no event shall it be later than one year from the Effective Date of the Agreement. Before the City removes the sheds, Parks & Outdoors shall provide notice of one week to GFGP.

7.1.2 Subject to the terms of Paragraph 7.1 and agreement of the Parties, CFGP shall be allowed to construct a new shed on the concrete slab identified in Exhibit D. The Director of Parks Stewardship & Maintenance must approve the size, placement, and appearance of the shed in advance. GFGP must comply with all Land Development permitting and construction requirements. The Parks and Outdoors point of contact throughout the shed construction process will be the Director of Park Stewardship & Maintenance.

7.2 Title to Improvements. All appurtenances, fixtures, improvements, equipment, additions and other property attached to or installed in Premises during the term of this Agreement shall be and remain the property of City and shall not be removed by GFGP.

7.3 Capital Appropriations. City may make capital appropriations to GFGP for use on capital projects to the extent allowed by the budget for each fiscal year of the term of this Agreement.

8. **MAINTENANCE.** GFGP shall be responsible for maintaining Premises in a clean, safe, sanitary and sightly condition, and as necessary to maintain any applicable licenses and permits. GFGP shall also be responsible for ensuring compliance with the maintenance requirements set forth in **Exhibit B**.

9. **FISCAL MATTERS.**

9.1 **Rent.** GFGP shall pay to City an annual rent of One Dollar and no cent (\$1.00).

9.2 **Revenue and Payment of Expenses.** GFGP shall collect and manage, through its accounts, all earned revenue produced from the operation of Premises to be used to fund the future operation and maintenance of Premises. All operating expenses shall be the obligation of GFGP and shall be paid by GFGP promptly when due. All expenditures of GFGP shall be made in the name of GFGP and not in the name of the City or Premises. GFGP is not authorized to bind the City to any contract, agreement or obligation.

9.3 **Fee Schedule.** The Parties agree that any fees charged for use of Premises shall be established by GFGP and detailed in **Exhibit B**. All prices and fees must be displayed and visible to Premises' patrons. All prices and fees established by GFGP must be reported in writing to the Department of Parks and Outdoors on an annual basis.

9.4 **Annual Budget.** On or before March 1st of each year throughout the term of this Agreement, GFGP shall at its sole expense, prepare and submit to the Administrator of Parks and Outdoors and City Council for its review an annual report and budget setting forth a summary of the operations of Premises, a summary of the services provided by GFGP at Premises, and the estimated gross revenues, operating expenses and capital expenses of Premises for the following fiscal year. The City Council may, at its discretion, provide comments or suggestions to GFGP on a submitted budget. In addition, the City Council shall have the right to disapprove the budget in the event that City Council determines that any Appropriation, where applicable, or other gross revenues are projected to be expended for purposes inconsistent with the requirements of this Agreement. If the submitted budget is not approved following discussion between the Parties, this Agreement shall immediately terminate as set forth in Section 10.

9.5 **Annual Accounting.** In the event GFGP receives funds appropriated by City, GFGP shall arrange for an audit of its books and records by an independent, certified public accountant, which audit shall be conducted at GFGP sole cost and expense and shall cover the previous fiscal year. GFGP shall deliver to the City Council and Administrator of Parks and Outdoors a signed copy of each such annual audit within one hundred twenty (120) days after the end of the fiscal year covered by the Audit.

9.6 **Annual Reporting Requirements.** In the event that the GFGP requests funds from the City, GFGP shall be required to comply with all federal, state, and local laws governing annual reporting requirements of GFGP business affairs and transactions, which includes, but is not limited to, compliance with T.C.A. § 6-54-111 and Chattanooga City Code Sec. 2-526 as to City of Chattanooga appropriations, outlining the procedures for receiving appropriations from governmental entities. All reports required by state and local law shall be submitted by March 1 of each year during the term of this Lease and any holdovers or extensions.

Should the City appropriate funds, GFGP must, within ninety (90) days of the end of each fiscal year that it spends funds appropriated by City, submit to City a copy of its annual audited financial report for that fiscal year.

9.7 **Books and Records.** GFGP shall establish and maintain books, records and systems of account relating to Premises' gross revenues, operating expenses, and capital funds in accordance with generally accepted accounting principles. Such books, records and systems of account shall be retained by GFGP in accordance with generally accepted accounting practices and all applicable laws, and, immediately upon termination of this Agreement, all retained books, records and systems of account shall be delivered to the City. All GFGP revenues shall be supported by documentation of a daily reconciliation process of pre-numbered receipts (electronic data processing system generated at the point of sale being acceptable). GFGP shall provide a receipt to any person or entity remitting funds to GFGP. All GFGP expenditures shall be supported with documentation and information to clearly identify the purpose and use of funds expended.

9.8 **Records Audit.** City or its assign may audit all financial and related records (including digital) associated with the terms of this Agreement, including: timesheets, reimbursable out of pocket expenses, materials, goods, and equipment claimed by GFGP. City may further audit any GFGP records to conduct performance audits (to identify waste and abuse or to determine efficiency and effectiveness of the contract or agreement) or to identify conflicts of interest.

GFGP shall at all times during the term of this Agreement and for a period of seven (7) years after the end of this Agreement, keep and maintain records of the work performed pursuant to this Agreement. This shall include proper records of quotations, contracts, correspondence, invoices, vouchers, timesheets, and other documents that support actions taken by GFGP. Documents shall be maintained by GFGP necessary to clearly reflect all work and actions taken. All such records shall be maintained in accordance with generally accepted accounting principles. GFGP shall, at its own expense, make such records available for inspection and audit (including copies and extracts of records as required) by City at all reasonable times and without prior notice.

The obligations of this Section shall be explicitly included in any subcontracts or agreements formed between GFGP and any subcontractors or suppliers of goods or services to the extent that those subcontracts or agreements relate to fulfilment of GFGP obligations to City. Costs of any audits conducted under the authority of this section and not addressed elsewhere will be borne by the City unless the audit identifies significant findings of misappropriation of City funds or property. GFGP shall reimburse City for the total costs of an audit that identifies significant findings that would benefit City. This Section shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which City may have by Federal, State, or local law, whether those rights, powers, or obligations are express or implied.

10. **TERMINATION.** Should GFGP be found to have failed to perform its services in a manner satisfactory to City as per the specifications and requirements of this Agreement, City may terminate this Agreement immediately for cause. City shall be sole judge of non-performance. Further, either party may terminate this Agreement with or without cause by giving the other party not less than sixty (60) days written notice of such intent.

On the termination of this Agreement for any reason, City shall have full authority to re-enter and take full possession of Premises without the necessity of obtaining any legal process. GFGP stipulates that City shall not be liable to prosecution or for damages for resuming possession of Premises. GFGP shall quit and surrender the said Premises, including all grounds and all structures, to which the City holds title in as good or better condition as when accepted by GFGP, reasonable wear and tear excepted.

In the event of any violation of this Agreement by GFGP, or if City or its authorized representative shall deem any conduct on the part of GFGP to be unlawful or a danger to safety and/or health of GFGP, its employees or any other person, City shall have the right to immediately terminate this Agreement and remove GFGP and its employees from Premises.

11. **INDEMNIFICATION**. GFGP agrees to protect, defend, indemnify and hold the City and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character, including reasonable attorneys' fees, arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the management of Premises by GFGP.

12. **LIMITATION OF CITY'S LIABILITY**.

City shall not be liable to GFGP in any manner whatsoever for failure to furnish or delay in furnishing any service provided for in this Agreement and no such failure or delay shall constitute actual or constructive eviction of GFGP nor operate to relieve it from prompt and punctual performance of each and all of the covenants to be performed herein by GFGP.

City shall not be liable to GFGP, its sublessees, vendors, patrons or guests for damage to person or property on Premises.

City shall not be liable for any theft or loss of property of GFGP, its sublessees, patrons, guest or vendors.

City shall not be liable to GFGP, its sublessees, vendors, patrons or guests for injury or damage to person(s) or property sustained or claimed to have been sustained as a result of alcohol consumption on the Premises.

13. **INSURANCE**. GFGP shall procure the following insurance with insurance companies licensed in the State of Tennessee, and shall file evidence of such insurance with the Manager of the Real Property Office. Any contractor engaged by GFGP to perform work on the Premises shall be required by GFGP to maintain insurance as required in subsections 13.1 through 13.4 and insure against liability for injury to persons and property arising out of all such contractor's operations and naming the City as an additional insured.

13.1. **Commercial General Liability.** Coverage shall have minimum limits for bodily injury of \$1,000,000 per Occurrence and \$2,000,000 in the general aggregate.

13.2. **Workers' Compensation.** Insurance covering all employees meeting Statutory Limits in compliance with all then applicable State and Federal laws.

13.3 **Automobile Insurance.** Vehicles owned and used by GFGP and its employees for business purposes relating to Premises operations under this Agreement shall at all times be insured against loss or damage resulting to persons with minimum liability limits of \$1,000,000 per accident, combined single limit for bodily injury and property damage.

13.4 **Special Requirements.** City shall be listed as the Certificate Holder and included as an Additional Insured on the Comprehensive General Liability and Automobile policies, as required by subsections 13.1 and 13.3 of this Agreement.

Current, valid insurance policies meeting the requirement herein identified shall be maintained by GFGP during the duration of this Agreement. Renewal certificates shall be sent to the Manager of the Real Property Office within ten (10) days after the renewal date. The City shall be notified in writing within ten (10) days of any modification or cancellation of any required insurance coverage.

14. **NOTICES.** All notices from City to GFGP shall be deemed duly served if mailed, postage prepaid, by registered or certified mail to GFGP at the following address:

Greenway Farm Garden Project
Attn: Sheri Steele
305 Westgate Road
Hixson, TN 37343

All notices from GFGP to City shall be deemed served if mailed, postage prepaid, by registered or certified mail to City at the following address:

City of Chattanooga
Real Property Office
101 E. 11th Street, Suite G-18
Chattanooga, Tennessee 37402

A copy of any notice sent to City shall be mailed to the following:

Department of Parks and Outdoors
ATTN: Administrator
200 River Street
Chattanooga, TN 37405

AND

City of Chattanooga
Office of the City Attorney
100 E. 11th Street, Suite 200
Chattanooga, Tennessee 37402

15. **NO PARTNERSHIP OR AGENCY**. Nothing herein contained shall create or be construed as creating a partnership between City and GFGP. GFGP is not an agent of the City. It is understood and agreed by the Parties that the relationship of GFGP and City is to be and shall remain that of an independent contractor with respect to all services performed under this Agreement.

16. **RULES OF OPERATION**. All additional rules adopted by GFGP shall be in accordance with existing local, state and federal laws and must be approved by the Director of Parks Maintenance for the Department of Parks Maintenance prior to any adoption or publication of said rules.

17. **ASSIGNMENT**. GFGP may not assign this Agreement, in part or in its entirety, without prior written approval of the Administrator of Parks and Outdoors and the Real Property Manager for the City. Any attempt to assign without such approval shall be void and shall constitute grounds for the cancellation of this Agreement at the option of the City.

18. **WAIVER**. The waiver by City of any breach of any term contained in this Agreement shall not be deemed to be a waiver of such term for any subsequent breach of the same or any other term. The subsequent acceptance of services under this Agreement by City shall not be deemed to be a waiver of any prior occurring breach by GFGP of any term contained in this Agreement regardless of the knowledge of City of the prior existing breach at the time of the acceptance of such services.

19. **FORCE MAJEURE**. In the event Premises are damaged by fire, flood, civil disorder, acts of God or other casualty to such an extent, that in City's sole opinion, the continued operation of such Premises and use thereof by the Parties is not practicable or desirable, City may immediately terminate this Agreement. City shall not be responsible for any losses by GFGP due to such partial or complete destruction of the Premises.

20. **REMOVAL OF PROPERTY**. GFGP shall not remove from Premises any of the Personal Property of the City brought thereon or any replacements thereto by GFGP for the purpose of this Agreement, except such items as may be removed with the express written permission of the Director of Parks Maintenance for the Department of Parks and Outdoors. Upon termination of this Agreement for any reason, GFGP may remove its own personal property and shall do so within fifteen (15) days following the termination of this Agreement. All personal property shall thereupon become the sole and exclusive property of City.

21. **REPRESENTATIONS AND WARRANTIES**.

21.1 **Experience**. GFGP is experienced in operation and management and hereby agrees to apply its best efforts and most efficient methods in the operations and management of Premises.

21.2 **Formation.** GFGP is a non-profit corporation duly incorporated, validly existing and in good standing under the laws of the State of Tennessee. GFGP shall at all times during the Term of this Agreement maintain its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code.

21.3 **Authority.** GFGP has full power and authority to enter into this Agreement and to consummate the transactions contemplated by it. This Agreement has been duly authorized by all necessary action on the part of GFGP and no other corporate or other action on the part of GFGP is necessary to authorize execution of this Agreement.

22. **NO LIENS.** GFGP will not suffer or through its actions or by anyone under its control or supervision, cause to be filed upon the property any lien or encumbrance of any kind. In the event any lien is filed, GFGP shall cause such lien to be discharged within ten (10) days after written notice to do so from City and any such lien shall be cause for immediate termination of this Agreement.

23. **NO DANGEROUS MATERIALS OR CHEMICALS.** GFGP shall not use or permit in Premises the storage of illuminating oils, oil lamps, turpentine, benzine, naphtha, or other similar substances, hazardous materials or explosives of any kind, or any substance or articles prohibited in the standard policies of fire insurance companies doing business in the State of Tennessee, nor operate any machinery that may cause damage to Premises. Additionally, GFGP shall prohibit patrons from using any substances on Premises that could potentially contaminate the groundwater. Nothing contained in this paragraph shall preclude GFGP from maintaining material and equipment for conducting activities on Premises that are customary in operating Premises. In all cases, dangerous materials and other potentially harmful equipment will be stored in a locked area.

24. **NON-DISCRIMINATION.** There shall be no discrimination as to race, gender, religion, color, creed or national origin against any worker, employee or applicant or any member of the public in the operations referred to by this Agreement; and further, there shall be no discrimination regarding any use, service, maintenance, or operation of Premises, nor will GFGP allow any subcontractors to so discriminate. All facilities located on Premises shall be made available to the public, subject to the right of GFGP to establish and enforce rules and regulations to provide for the safety, orderly operation and security of the facilities.

25. **TENNESSEE LAW.** This Agreement shall be governed by and construed in accordance with the Law of the State of Tennessee.

26. **SEVERABILITY.** If any provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with an applicable law, the validity of the remaining provisions of this Agreement shall not be affected thereby.

27. **ENTIRE AGREEMENT.** This Agreement contains the sole and entire agreement of the parties and no prior or contemporaneous oral or written representation or agreement between the

parties shall have legal effect. No provision of this Agreement shall be waived unless such waiver is expressly made in writing and signed by an authorized representative of such party.

/SIGNATURES ON THE FOLLOWING PAGE/

IN WITNESS WHEREOF, City and GFGP have caused this Agreement to be executed on this

_____ day of _____, 2025.

ACCEPTED AND AGREED TO:

GREENWAY FARM GARDEN PROJECT

By: _____

Printed Name: _____

Title: _____

CITY OF CHATTANOOGA

By: _____

RICHARD J. BEELAND, *Administrator of Economic Development*

EXHIBIT B

COMMUNITY GARDENER AGREEMENT

This Community Gardener Agreement (“Agreement”) governs the use of Greenway Farms Park Community Garden (“The Garden”) located at 5051 Gann Store Road, Chattanooga, Tennessee, owned by the City of Chattanooga (“City”), by the community garden plot holder, and Greenway Farm Garden Project (“GFGP”).

This Agreement (“Agreement”) is between

(hereinafter referred to as “Gardener”) and GFGP. Pursuant to the following rules and conditions, this Agreement entitles the Gardener to use one of the City of Chattanooga Department of Parks and Outdoors (“DPO”) community garden beds at Greenway Farms for a set period of time, renewable upon mutual agreement of the parties. All Plots will be assigned on a first come, first serve basis by GFGP.

- 1) This Agreement is for the area identified as Tract _____, Lot(s) _____, (hereinafter referred to as (“Plot”).
- 2) The initial one-year term of this Agreement shall begin on _____ and will end on _____. Gardener shall remove all crops from the Plot by the end of this term unless the Gardener has renewed this Agreement for the same Plot for the following term. Upon mutual agreement of Gardener and GFGP, within three (3) months of the end-of-term of the Agreement, Gardener may enter into a new Agreement for an additional term of one (1) year.
- 3) The Gardener shall pay to GFGP an annual non-refundable fee of _____, payable at the execution of this Agreement. A portion of the fee goes to providing gardening related liability insurance for the Gardener, which may require additional forms or information. Failure to provide necessary information for the insurance coverage will result in termination of this Agreement.
- 4) The Gardener may not plant any illegal, poisonous, invasive, or otherwise harmful plants in the Plot and may not utilize any unapproved weed or pest control substances or methods. GFGP, in coordination with DPO shall maintain a list of approved weed and pest control substances and methods; upon request, the list will be made available to the Gardener.
- 5) The Gardener acknowledges the inherent risks associated with gardening, including property damage, bodily injury, or death. The Gardener expressly waives, releases, and discharges any and all claims, demands, cause of actions, and liabilities against GFGP, City, and DPO.

- 6) The Gardener agrees that GFGP , City, and DPO are not responsible for theft or damage to the bed or crops caused by weather, wildlife, pets, and other community garden or park patrons, GFGP, City or DPO staff, volunteers, or any other source of harm and expressly agrees that damages or reimbursement for such theft or damage shall not be sought from GFGP, City , or DPO.
- 7) The Gardener agrees to indemnify, defend, and hold harmless GFGP, City, and DPO from any and all claims, demands, causes of actions, and liabilities arising out of or resulting from Gardener's use of the bed.
- 8) The Gardener shall exercise due care to ensure that Plot and surrounding bed and gardening area do not pose a risk to others by removing all tools, replacing all hoses, and properly discarding all garden waste in a timely manner but at least at the end of each visit to the Plot.
- 9) GFGP, City, and DPO reserve the right to impose additional and reasonable restrictions upon the Gardener, if necessary, in the opinion of GFGP, City and DPO.
- 10) Severe or repeated violations of these or other GFGP, City, or DPO regulations may result in termination of this Agreement.
- 11) If a Gardener chooses to release the Plot back to GFGP for use by another patron, no portion of the non-refundable annual fee will be returned to Gardener.
- 12) GFGP reserves the right to not renew this Agreement if, in the opinion of GFGP or DPO, the Gardener is not utilizing or properly, maintaining the Plot.
- 13) USE AND CARE.
 - a) Gardener agrees to cultivate and plant the assigned Plot within two weeks of being assigned a Plot.
 - b) Gardener agrees to care for the assigned Plot on a weekly basis, and the assigned Plot will not be left fallow or unused for any period of three (3) weeks or longer, more than one (1) time a year.
 - c) Gardener will not expand the assigned Plot beyond the measurements for either a larger or small plot within the community garden bed.
 - d) Gardener agrees to keep all plants within the limits of the assigned Plot and will not allow any plants to grow more than six feet high.
 - e) Gardener agrees to keep the Plot free of weeds, pests, and diseases.
 - f) Gardener agrees to maintain the Plot and the paths and surrounding areas in a clean and neat manner.

g) Gardener agrees to harvest only from his/her assigned Plot. Gardener agrees to not take any item from Premises to which the Gardener does not possess an executed Agreement.

h) Gardener agrees to water the Plot according to visibly posted water-wise guidelines.

14) REFUSE. Gardener agrees to completely separate trash into three groups:

a) dead plants, leaves, and other green waste plant parts;

b) rocks, stones, and asphalt;

c) paper, plastic, cardboard, wood, metal, etc.

Gardener agrees to put each type of trash only in the areas designated specifically for each.

15) PERSONAL PROPERTY. Gardener agrees to remove all personal property from the Premises and will not bring household trash for purposes of disposal on Premises.

16) VISITORS OR GUESTS. Gardener agrees to accompany all guests and visitors. All guests must follow all rules and policies required to be followed by the Gardener. Gardener agrees to supervise any guests under the age of sixteen (16) at all times when they are on the Premises. Gardener bears full responsibility for the behavior of all guests and visitors.

17) OTHER PROHIBITIONS.

a) Gardener agrees to not make duplicate keys of any locks at the Premises or give a key or lock combination to another person.

b) Gardener agrees to not bring weapons, pets, or other animals on the premises. However, nothing in this paragraph shall exclude the use of a registered service animal.

c) Gardener agrees to refrain from smoking, drinking alcoholic beverages, using illegal drugs, gambling on the Premises, or entering the Premises while under the influence of alcohol or illegal drugs.

d) Gardener agrees to not install any fencing in the assigned plot and understand that any fencing, other than trellis and row fencing not taller than three feet, will be removed.

e) Gardener agrees to not use abusive or profane language.

f) Gardener agrees to refrain from engaging in or permitting its guests or visitors to engage in discrimination in employment of persons because of their race, religion, color, national

origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation.

- 18) RELEASE. Gardener, on behalf of himself, his executors, administrators, heirs, next of kin, successors, and assigns, hereby waives, releases, and forever holds harmless GFPG, City, and DPO; and of each its management, officers, officials, employees, contractors, representatives, and volunteers from any and all claims, causes of action, lawsuits, judgments, demands, request for costs, and attorneys' fees resulting from bodily injuries, disability, death, property damage, and loss of use arising from or attributable to use of the premises.
- 19) DISPUTES. In the event of a dispute between Gardeners with assigned Plot, Gardener agrees to immediately bring such dispute to the attention of GFPG. In its sole discretion, GFPG reserves the right to resolve any issue consistent with the terms of this Agreement. GFPG decisions will be final.
- 20) TERMINATION. Notwithstanding paragraphs 3 and 10, GFPG reserves the right to terminate this Agreement at its sole convenience with ten (10) days written notice to the Gardener. In the event a Gardener is unable to control weeds or desires to relinquish the assigned Plot, Gardner must notify GFPG immediately. Upon notice from Gardener, GFPG reserves the right to immediately terminate this Agreement and reassign the Plot. All fees are non-refundable.
- 21) ENTIRE AGREEMENT. This Agreement contains the sole and entire agreement of the parties and no prior or contemporaneous oral or written representation or agreement between the parties shall have legal effect. No provision of this Agreement shall be waived unless such waiver is expressly made in writing and signed by an authorized representative of such party.
- 22) TENNESSEE LAW. This Agreement shall be governed by and construed in accordance with the law of the State of Tennessee.

Total Payment of _____ is due at execution of Agreement.

Payment Received By: _____

GARDENER

Signature: _____

Printed Name: _____

Date: _____

GREENWAY FARM GARDEN PROJECT

Signature: _____

Printed Name: _____

Title: _____

Date: _____



- Legend
- Address Labels
 - Parcels

EXHIBIT C

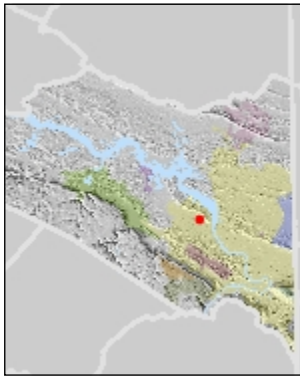
"Shed Demolition Sites"



Disclaimer: This map is to be used for reference only, and no other use or reliance on the same is authorized. This map was automatically generated using HCGIS Mapping System. Parcel lines are shown for reference only and are not intended for conveyances, nor is it intended to substitute for a legal survey or property abstract.



0 50.00 100.00 Feet
 NAD_1983_StatePlane_Tennessee_FIPS_4100_Feet
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Legend
Address Labels
□ Parcels

EXHIBIT D

"New Shed Construction Site"



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0 50.00 100.00 Feet

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EXHIBIT B

COMMUNITY GARDENER AGREEMENT

This Community Gardener Agreement (“Agreement”) governs the use of Greenway Farms Park Community Garden (“The Garden”) located at 5051 Gann Store Road, Chattanooga, Tennessee, owned by the City of Chattanooga (“City”), by the community garden plot holder, and Greenway Farm Garden Project (“GFGP”).

This Agreement (“Agreement”) is between _____ (hereinafter referred to as “Gardener”) and GFGP. Pursuant to the following rules and conditions, this Agreement entitles the Gardener to use one of the City of Chattanooga Department of Parks and Outdoors (“DPO”) community garden beds at Greenway Farms for a set period of time, renewable upon mutual agreement of the parties. All Plots will be assigned on a first come, first serve basis by GFGP.

- 1) This Agreement is for the area identified as Tract _____, Lot(s) _____, (hereinafter referred to as (“Plot”).
- 2) The initial one-year term of this Agreement shall begin on _____ and will end on _____. Gardener shall remove all crops from the Plot by the end of this term unless the Gardener has renewed this Agreement for the same Plot for the following term. Upon mutual agreement of Gardener and GFGP, within three (3) months of the end-of-term of the Agreement, Gardener may enter into a new Agreement for an additional term of one (1) year.
- 3) The Gardener shall pay to GFGP an annual non-refundable fee of _____, payable at the execution of this Agreement. A portion of the fee goes to providing gardening related liability insurance for the Gardener, which may require additional forms or information. Failure to provide necessary information for the insurance coverage will result in termination of this Agreement.
- 4) The Gardener may not plant any illegal, poisonous, invasive, or otherwise harmful plants in the Plot and may not utilize any unapproved weed or pest control substances or methods. GFGP, in coordination with DPO shall maintain a list of approved weed and pest control substances and methods; upon request, the list will be made available to the Gardener.
- 5) The Gardener acknowledges the inherent risks associated with gardening, including property damage, bodily injury, or death. The Gardener expressly waives, releases, and discharges any and all claims, demands, cause of actions, and liabilities against GFGP, City, and DPO.
- 6) The Gardener agrees that GFGP, City, and DPO are not responsible for theft or damage to the bed or crops caused by weather, wildlife, pets, and other community garden or park patrons, GFGP, City or DPO staff, volunteers, or any other source of harm and expressly agrees that

damages or reimbursement for such theft or damage shall not be sought from GFGP, City , or DPO.

- 7) The Gardener agrees to indemnify, defend, and hold harmless GFGP, City, and DPO from any and all claims, demands, causes of actions, and liabilities arising out of or resulting from Gardener's use of the bed.
- 8) The Gardener shall exercise due care to ensure that Plot and surrounding bed and gardening area do not pose a risk to others by removing all tools, replacing all hoses, and properly discarding all garden waste in a timely manner but at least at the end of each visit to the Plot.
- 9) GFGP, City, and DPO reserve the right to impose additional and reasonable restrictions upon the Gardener, if necessary, in the opinion of GFGP, City and DPO.
- 10) Severe or repeated violations of these or other GFGP, City, or DPO regulations may result in termination of this Agreement.
- 11) If a Gardener chooses to release the Plot back to GFGP for use by another patron, no portion of the non-refundable annual fee will be returned to Gardener.
- 12) GFGP reserves the right to not renew this Agreement if, in the opinion of GFGP or DPO, the Gardener is not utilizing or properly, maintaining the Plot.
- 13) USE AND CARE.
 - a) Gardener agrees to cultivate and plant the assigned Plot within two weeks of being assigned a Plot.
 - b) Gardener agrees to care for the assigned Plot on a weekly basis, and the assigned Plot will not be left fallow or unused for any period of three (3) weeks or longer, more than one (1) time a year.
 - c) Gardener will not expand the assigned Plot beyond the measurements for either a larger or small plot within the community garden bed.
 - d) Gardener agrees to keep all plants within the limits of the assigned Plot.
 - e) Gardener agrees to keep the Plot free of weeds, pests, and diseases.
 - f) Gardener agrees to maintain the Plot and the paths and surrounding areas in a clean and neat manner.
 - g) Gardener agrees to harvest only from his/her assigned Plot. Gardener agrees to not take any item from Premises to which the Gardener does not possess an executed Agreement.
 - h) Gardener agrees to water the Plot according to visibly posted water-wise guidelines.

14) REFUSE. Gardener agrees to completely separate trash into three groups:

- a) dead plants, leaves, and other green waste plant parts;
- b) rocks, stones, and asphalt;
- c) paper, plastic, cardboard, wood, metal, etc.

Gardener agrees to put each type of trash only in the areas designated specifically for each.

15) PERSONAL PROPERTY. Gardener agrees to remove all personal property from the Premises and will not bring household trash for purposes of disposal on Premises.

16) VISITORS OR GUESTS. Gardener agrees to accompany all guests and visitors. All guests must follow all rules and policies required to be followed by the Gardener. Gardener agrees to supervise any guests under the age of sixteen (16) at all times when they are on the Premises. Gardener bears full responsibility for the behavior of all guests and visitors.

17) OTHER PROHIBITIONS.

- a) Gardener agrees to not make duplicate keys of any locks at the Premises or give a key or lock combination to another person.
- b) Gardener agrees to not bring weapons, pets, or other animals on the premises. However, nothing in this paragraph shall exclude the use of a registered service animal.
- c) Gardener agrees to refrain from smoking, drinking alcoholic beverages, using illegal drugs, gambling on the Premises, or entering the Premises while under the influence of alcohol or illegal drugs.
- d) Gardener agrees to not use abusive or profane language.
- e) Gardener agrees to refrain from engaging in or permitting its guests or visitors to engage in discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation.

18) RELEASE. Gardener, on behalf of himself, his executors, administrators, heirs, next of kin, successors, and assigns, hereby waives, releases, and forever holds harmless GFGP, City, and DPO; and of each its management, officers, officials, employees, contractors, representatives, and volunteers from any and all claims, causes of action, lawsuits, judgments, demands, request for costs, and attorneys' fees resulting from bodily injuries, disability, death, property damage, and loss of use arising from or attributable to use of the premises.

- 19) DISPUTES. In the event of a dispute between Gardeners with assigned Plot, Gardener agrees to immediately bring such dispute to the attention of GFGP. In its sole discretion, GFGP reserves the right to resolve any issue consistent with the terms of this Agreement. GFGP decisions will be final.
- 20) TERMINATION. Notwithstanding paragraphs 3 and 10, GFGP reserves the right to terminate this Agreement at its sole convenience with ten (10) days written notice to the Gardener. In the event a Gardener is unable to control weeds or desires to relinquish the assigned Plot, Gardner must notify GFGP immediately. Upon notice from Gardener, GFGP reserves the right to immediately terminate this Agreement and reassign the Plot. All fees are non-refundable.
- 21) ENTIRE AGREEMENT. This Agreement contains the sole and entire agreement of the parties and no prior or contemporaneous oral or written representation or agreement between the parties shall have legal effect. No provision of this Agreement shall be waived unless such waiver is expressly made in writing and signed by an authorized representative of such party.
- 22) TENNESSEE LAW. This Agreement shall be governed by and construed in accordance with the law of the State of Tennessee.

Total Payment of _____ is due at execution of Agreement.

Payment Received By: _____

GARDENER

Signature: _____

Printed Name: _____

Date: _____

GREENWAY FARM GARDEN PROJECT

Signature: _____

Printed Name: _____

Title: _____

Date: _____