

ADOPT-A-LOT LEASE

This Lease is issued by the City of Steubenville (“City”) to _____ (“Lessee”) for the operation of an Adopt-A-Lot Community Garden located at _____ (address) on Block _____ and Lot(s) (“the Garden”). This Lease shall be administered by the Urban Projects Director (“Director”), in the office of the Steubenville Planning and Zoning Commission, which is currently located at 115 South Third Street, Steubenville, Ohio 43952.

1. Term

This Lease is issued to Lessee for a term (the “Term”) of two (2) years beginning _____ and ending _____ unless earlier terminated. The Lease may be renewed by the City Manager (“Manager”) at his discretion if Lessee successfully completes the obligations set forth in this Lessee.

2. Notices and Contact Person

All correspondence, including notices of non-compliance, shall be sent to the person designated by Lessee as its “Contact Person.”

Current Contact Person for Lessee: _____

Address: _____

Telephone numbers:

Day: _____

Evening: _____

Weekend: _____

Lessee shall promptly notify the Planning and Zoning Commission of any change in contact person or of the address or telephone number(s) provided above. Notice to the listed Contact Person shall be deemed notice to the Lessee.

3. Obligations of Lessee/Use of Premises

A. This Lease is specifically entered into for the purpose of Lessee’s designing and installing a plant garden and thereafter maintaining such garden and all plants and structures contained therein (including, but not limited to, all fences, raised plant beds, planters, tables, benches, and other ornamental items) in a safe and orderly condition.

- B. Before taking possession of the leased premises, Lessee shall do the following:
1. Lessee shall notify the Director and then the Contact Person and the Director shall inspect the premises together for the purpose of locating and, if feasible, removing any dangerous debris, undergrowth, garbage, or other dangerous materials. If the Director determines that a dangerous condition exists on the premises that cannot be remedied at a cost deemed reasonable by the Director, then the City shall have the right to terminate the Lease immediately.
- C. Within two (2) months of the issuance of this Lease, or sooner if applicable, Lessee agrees to the following:
1. At least two (2) representatives, one being the Contact Person, shall contact the Jefferson Soil and Water Conservation District and the Ohio State University Cooperative Extension Office for the purpose of receiving educational and technical assistance and shall submit proof of such to the Director.
 2. Lessee shall post a sign approved by the Director at the Garden explaining that the Garden is a part of the City of Steubenville's Adopt-A-Lot Program.
- D. Within six (6) months of the execution of this lease, or sooner if applicable, Lessee agrees to the following:
1. Lessee shall design and install a plant garden.
 2. Lessee shall nurture and develop the plants in the Garden, including watering, fertilizing, pruning, weeding, and harvesting as required. Any spray or liquid fertilizers or herbicides must be approved by City, and notice given to City prior to application. The City reserves the right to determine and prohibit an environmentally harmful fertilizer or herbicide.
 3. Gardens are required to post signage listing open hours, a schedule of planned activities, and information on how to join the garden, along with the name and telephone number of the Lessee's contact person.
 4. Lessee shall open the Garden to the public, as required by Section 6.
 5. Lessee shall make gardening plots available to the public on a first come first serve basis, through the use of a waiting list to be posted at the Garden.

E. Upon execution of the Lease, the Lessee agrees to the following:

1. Lessee shall maintain the Garden in a safe condition and take care of all plants and structures contained therein, including all fences, raised beds, tables, benches, and ornamental items.
2. Lessee shall keep sidewalks, passageways, and curbs adjacent to and within the Garden clean and free from snow, ice, garbage, debris, and other obstructions.
3. Lessee shall comply with all applicable laws, rules, and regulations of the United States, State of Ohio, and the City of Steubenville, and with other such rules, regulations, orders, terms and conditions as may be set or required by City to the extent that they relate to the gardening activities under this Lease or are otherwise applicable to the Lease.
4. Lessee shall arrange for the provision of, and pay for any utilities, necessary for the performance of the activities described herein; provided however that Lessee shall neither cause nor permit the installation of any such utilities without the prior written approval of City.
5. Provide two (2) reports each year, one in June and one in December, containing the current status of the Garden including, but not limited to, a current color photo, a list of current Garden members, and any current concerns or problems that the Lessee believes City should be made aware of or a problem fulfilling any of the requirements specified in this lease.
6. Lessee shall notify the City of any administrative or operational matters constituting any loss, injury, damage or violation within the garden within three (3) days of such occurrence by contacting the Director.

4. Restrictions on Lessee

Lessee agrees to the following restriction on the use of the Garden:

- A. No permanent improvements on the Garden. This prohibition includes but is not limited to paving the Garden concrete, asphalt or other materials.
- B. The Lessee shall make no alterations, additions, or improvements to the Garden without the prior written consent of the City.
- C. No permanent structures or murals or other permanent works of art may be built in the Garden without permission from City, and, where applicable, the City Building Department.

- D. No automobiles, trucks, or other motorized vehicles may be stored or parked at any time in the Garden.
- E. There shall be a minimum of three (3) Garden members at all times.
- F. No persons shall be allowed to reside in the Garden.
- G. No animals shall reside in the Garden. Dogs may never reside in the Garden.
- H. No drugs or alcohol may be used, consumed, stored, sold, or distributed in the Garden.
- I. Garden shall not be used for any commercial purpose (including, but not limited to, the sale or advertisement of any goods or services): provided, however, that the City may allow, with prior notice to the Director, fundraising events at the Garden solely for the purposes of supporting the operation of the Garden. All agricultural produce cultivated at the Garden may be sold offsite at a designated Farmer's Market.
- J. Lessee shall not create nor suffer to be created any nuisance or danger to public safety in or around the Garden. Lessee shall not cause nor permit the accumulation of garbage or debris in the Garden. Lessee shall not commit or cause any waste of or to the Garden.
- K. Lessee shall not sub-let the premises for gardening, recreational or other purposes. Lessee shall not use or permit the premises to be used for any other purpose without the prior written consent of the City endorsed hereon.
- L. Lessee may not discriminate in any way against any person on grounds of race, religion, color, sex, age, national origin, disability, or familial status.
- M. Lessee may not cause or permit gambling or any activities related to gambling in the Garden, or the use of the Garden for any illegal purpose.
- N. If Lessee ceases to use the property for gardening purposes, the City shall have the right to terminate the lease upon giving ten (10) days written notice to Lessee prior to the effective date of termination.
- O. Lessee shall not use or permit the storage of any illuminating oils, oil lamps, turpentine, benzene, naphtha, or similar substances or explosives of any kind or any substances or items prohibited in the standard policies of insurance companies in the State of Ohio.
- P. Lessee shall not abandon the Garden.

5. Failure to Comply with Restriction and Termination

If Lessee violates any covenant or conditions of this lease or of the rules established by the City, and upon failure to discontinue such violation within ten (10) days after notice to the Lessee, this lease shall, at the option of the City, become void. Notwithstanding the above, the Director

and/or Manager may terminate this Lease without advance notice for any of the following reasons: 1) Use of the Garden for any illegal purpose, including, but not limited to use of drugs, alcohol, gambling, or other illegal activity, or conspiracy to commit same; 2) Creation of danger to the neighborhood, whether through inadequate sanitation, including accumulation of garbage, existence of a fire hazard, or any other condition which may cause harm to the Garden or other persons or property in its vicinity; 3) the City ceases to be the owner of the Garden property.

The City shall have the right to terminate the lease at its convenience without cause by giving written notice ninety (90) days prior to the effective date of termination. The City shall have no liability of any nature whatsoever by reason of such termination.

6. Access

- A. Gardens are required to keep their gates open for a minimum of twenty (20) hours per week from the first day of May through and including the thirtieth day of November. This can be achieved through posted open hours, community events, workdays, workshops, and all activities that keep gardens open and accessible to the public. Gardens are required to post signage listing open hours, a schedule of planned activities, information on how to join the garden, along with the name and telephone number of the Lessee's contact person. The City and the Director may conduct spot checks to see that the required public access is maintained, and if the Garden is not open at the designated time, may terminate this Lease.
- B. The City, its representatives, the City Police and Fire Departments, and other City agency representatives shall have access to the Site at all times for any purpose.

7. Return of City Property and Surrender of the Garden

Lessee shall surrender the premises at the end of the term in as good condition as reasonable use will permit. In the event that the lease is terminated or expires, the Lessee shall remove all temporary improvements installed on the property by the Lessee at its own cost or expense.

If the Lessee shall remain in the premises after the expiration of the term of this lease without having executed a new written lease with the City, such holding over shall not constitute a renewal or extension of this lease. The City may treat the Lessee as one who has not removed at the end of his term, and thereupon be entitled to all remedies against the Lessee provided by

law in that situation, or the City may elect, at its option, to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this lease, except as to duration thereof.

8. Indemnification

The Lessee shall indemnify and hold the City and its officers, agents and employees harmless from any and all claims or personal injury, and property damage arising out of the Lessee occupancy and use of the leased premises.

9. Risk Upon Lessee

The expenditures for gardening activities to be undertaken at Garden are to be made solely and exclusively at the risk and sole cost and expense of Lessee, and no part thereof is, or shall be, reimbursable by the City for any reason whatsoever. The gardening activities to be performed pursuant to this Lease were not and are not directed by the City, and the City and the Director assume no obligation or responsibility nor shall have any liability, for any expenditure made hereunder.

10. Modification

This Lease shall not be modified or extended except in writing and when signed by both the City and Lessee. This instrument shall not be changed orally.

11. Conflict of Interest

Lessee warrants that no officer, agent, employee, or representative of the City of Steubenville has received any payment or other consideration for the making of this Lease and that no officer, agent, employee, or representative of the City has any personal financial interest, directly or indirectly, in this Lease.

12. No Assignment

Lessee shall not sell, assign, mortgage or otherwise transfer, or sublet any interest or right provided for herein, nor shall this Lessee be transferred by operation of law, it being the purpose and spirit of this agreement to grant this Lessee a privilege solely to the Lessee named herein.

13. Employees

All experts, consultants, volunteers or employees of Lessee who are employed by or volunteer their services to Lessee to perform work under this Lease are neither employees of the City nor under contract to the City and Lessee alone is responsible for their work, direction, compensation and personal conduct while engaged under this Lease. Nothing in this Lease shall impose any liability or duty to the City for acts, omissions, liabilities or obligations of Lessee or any person, firm, company, agency, association, corporation or organization engaged by Lessee as expert, consultant, independent contractor, specialist, trainee, employee, servant, or agent of for taxes of any nature including but not limited to unemployment insurance, workers' compensation, disability benefits and social security.

14. No Claim Against Officers, Agents, or Employees

No claim whatsoever shall be made by Lessee against any officer, agent or employee of the City for, or on account of, anything done or omitted in connection with this agreement.

15. Representation

This lease contains the entire contract between the parties. No representative, agent, or employee of the City has been authorized to make any representations or promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof shall be binding unless reduced to writing and signed by the City and lessee.

16. Severability

If any provision(s) of this Lease is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

City Manager

Lessee Contact Person

Urban Projects Director

Lessee (Garden or Group Name)

Approved as to Form and Legality

Law Director