

**City of New York Department of Parks & Recreation
GreenThumb Community Garden License**

This License Agreement (“License”), dated _____, 2023, by and between the City of New York (“City”), acting by and through its Department of Parks & Recreation (“Parks”), and

(“Licensee”),

for the operation of a GreenThumb community garden located at (“Address”)

on Block _____ and Lot(s) _____

in the Borough of _____ (“the Garden” or “Site”).

This License shall be administered by Parks through the GreenThumb Program Office (“GreenThumb”), which is currently located at 100 Gold Street, Suite 3100, New York, NY 10038.

WHEREAS, the New York City Charter charges Parks with managing and caring for properties under its jurisdiction; and

WHEREAS, Parks’ GreenThumb program supports a network of community gardens and volunteer gardeners by providing access to property under Parks’ jurisdiction, materials, and support for community engagement and operations; and

WHEREAS, over 300 community garden volunteer groups operate on Parks property, creating vital community green spaces for recreation, enjoyment, learning, and a connection to nature across the City during the life of each community garden; and

WHEREAS, the dedicated community gardeners who have stewarded community gardens in New York City for almost fifty years continue to strengthen their communities by bringing neighbors together to create welcoming open public spaces that contribute to the environmental sustainability, public health, and community resilience of the city; and

WHEREAS, to ensure the continued operations of the above-mentioned community garden on property under Parks jurisdiction, Parks and the Garden agree to the below terms.

1. Term. This License is issued to Licensee for a term (the “Term”) beginning on the date written above and ending December 31, 2032, unless earlier terminated. The License may be renewed by the Commissioner of Parks (“Commissioner”) at the discretion of the Commissioner if Licensee successfully fulfills the obligations set forth in this License.

The Commissioner shall renew such license if the Licensee complies with

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all applicable laws and regulations including those at Chapter 6 of Title 56 of the Rules of the City of New York (“Parks Rules”) and complies with the registration criteria set forth by Parks in order to demonstrate eligibility for License in a writing acknowledged by GreenThumb (“Registration”).

2. Notices and Contact Persons. All correspondence, including notices of non-compliance, shall be sent to the person designated by Licensee as its “Primary Contact Person” and to the person designated by Licensee as its “Secondary Contact Person.” Primary and Secondary Contact Persons shall be designated by Licensee as representatives who serve as liaisons to Parks and the general public. Primary and Secondary Contact Persons shall be designated by Licensee as the sole representatives who serve as liaisons to Parks regardless of Licensee’s internal governance structure. As such, Licensee’s Primary and Secondary Contacts must respond in writing to all written inquiries from Parks no more than five (5) business days after correspondence is sent to them by Parks. The contact information for the current Primary Contact Person and Secondary Contact Person for Licensee is listed as follows:

Primary Contact

Full Name: _____

Mailing Address: _____
(Street Address)

(Apt., Ste, Unit Number)

(City, State, Zip Code)

Daytime Telephone Number: _____

Evening Telephone Number: _____

Weekend Telephone Number: _____

Cell Phone Number: _____

Email Address: _____

Secondary Contact

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Full Name: _____

Mailing Address: _____
(Street Address)

(Apt., Ste, Unit Number)

(City, State, Zip Code)

Daytime Telephone Number: _____

Evening Telephone Number: _____

Weekend Telephone Number: _____

Cell Phone Number: _____

Email Address: _____

Licensee shall promptly notify Parks of any change in the Garden's Primary or Secondary Contact Person or of the address, email or telephone number(s) provided above for those two individuals. Notice to the Garden Primary Contact Person and Secondary Contact Person listed in Parks records shall be deemed notice to the Licensee.

All Notices to Parks shall be in writing and sent to the following address:

City of New York Department of Parks
and Recreation The Arsenal
830 Fifth Avenue
Attention:
GreenThumb
Director New York,
NY 10065

Attention: Carlos Martinez,
GreenThumb Director Tel:
212.602.5300
Fax: 212.602.5334
Email: carlos.martinez@parks.nyc.gov

3. No Lease. It is expressly understood that the City has title to the Site and that no land, building, space, or equipment is leased to the Licensee, but that during

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the term of this License, the Licensee shall be allowed the use of the Site as volunteer site stewards only as herein provided.

4. Garden Accepted As Is. Licensee accepts the Garden “as is,” in whatever condition it may be on the date this License is fully executed. Parks makes no representations or warranty of fitness for gardening purposes.

5. Obligations of Licensee/Use of Premises.

A. This License is specifically entered into for the purpose of Licensee’s designing and installing a plant garden and thereafter maintaining such garden and all plants, structures, installations, and equipment contained therein (including, but not limited to, all raised plant beds, planters, tables, benches, sheds, solar panels, rain capture systems, and other Parks-approved structures and ornamental items) in a safe and orderly condition. Licensee shall not be responsible for the structural repair of public sidewalks, retaining walls and exterior fencing at the Garden that has not been installed or caused to be installed by Licensee.

B. Licensee agrees to perform the following activities to the reasonable satisfaction of the Commissioner:

(i) As directed by GreenThumb, Licensee shall annually send a representative to at least one educational workshop or another event offered by GreenThumb.

(ii) Licensee shall post a sign provided by GreenThumb on the Garden’s exterior fence explaining that the Garden is under the jurisdiction of the City of New York Department of Parks & Recreation and is participating in the GreenThumb community gardening program. The Garden shall also post signage indicating an up-to-date contact name with current contact information, the days, and hours during which the Garden is open to the public in compliance with Section 8 of this License, and that membership is open to any interested party. On the interior of the Garden, Licensee shall post the “Assumption of Risk” sign detailed in Section 10 of this License.

(iii) Licensee shall design and install a plant garden in conformance with Parks and GreenThumb rules, regulations, and guidelines, including the GreenThumb Gardeners’ Handbook. The Parks Rules, as of the date of this License, may be found at <https://www.nycgovparks.org/rules>. The GreenThumb Gardeners’ Handbook, as of the date of this License, may be found at https://greenthumb.nycgovparks.org/pdf/gardeners_handbook.pdf. Licensee acknowledges that it is responsible for remaining apprised of the most recent Parks Rules and Gardeners’ Handbook, and that it shall inform its members of changes in the Parks Rules or the Gardeners’ Handbook.

(iv) Licensee shall nurture and develop the plants in the Garden, including watering, fertilizing, pruning, weeding, and harvesting as

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required.

(v) Licensee shall open the Garden to the public by unlocking the gates and keeping them open, as required by Section 8 below.

(vi) Licensee shall make membership of the Garden available to the public. Reasonable membership requirements, as determined by GreenThumb, shall be defined by each Licensee. Membership shall not be denied to any resident of the City of New York based on any reason set forth in Section 6.H. herein or based on where a prospective member may reside in relation to the Garden.

Licensee shall make gardening plots of the Garden available to members on a first come, first serve basis, through the use of a waiting list if warranted, and such waiting list will be maintained by the Garden with prior written approval of GreenThumb. If no individual gardening plots are available at the time of a request, Licensee shall allow members participate in the stewardship of the Garden in other ways. The waiting list for garden plots must be made available to any member and to GreenThumb upon request.

(vii) Licensee shall host at least two community events, activities, or programs per year that are open to the public at no cost. Licensee shall inform GreenThumb of the nature and the time of these events in conformance with GreenThumb policy as outlined in the GreenThumb Gardeners' Handbook, as well as the ways in which Licensee will publicize it. Licensee is responsible for obtaining all required permits and approvals in advance of the event.

(viii) Licensee shall prominently post a copy of this License within the Garden and shall provide all members of the Garden with a paper or electronic copy upon request.

C. Upon execution of the License, the Licensee agrees to the following:

(i) Licensee shall maintain the Garden in a safe, clean, and orderly condition and take care of all plants, equipment and structures contained therein, including, but not limited to, all fences, raised plant beds, planters, tables, benches, sheds, solar panels, rain capture systems, and other Parks-approved structures and ornamental items.

(ii) Licensee shall keep sidewalks, passageways, and curbs adjacent to and within the Garden clean and free from snow, ice, garbage, debris, and other obstructions.

(iii) Licensee shall comply with all applicable laws, rules and regulations of the United States, New York State, and the City of New York and Parks, and with such other rules, regulations, orders, terms, and conditions as may be set or required by Parks to the extent that they relate to the gardening activities under this License or are otherwise applicable to the license.

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(iv) Licensee shall arrange for the provision of, and pay for, any utilities necessary for the performance of the activities described herein; provided however that Licensee shall neither cause nor permit the installation of any such utilities without the prior written approval of Parks. Licensee shall not be responsible for the cost of water accessed from hydrants or from on-site water installation.

(v) Licensee shall secure the garden when not in use through use of a daisy chain interlocking lock system or as otherwise directed and approved by GreenThumb. If GreenThumb deems the garden gate to not be suitable for a daisy chain interlocking system, then Licensee, at its own expense, shall provide GreenThumb with the combination or two copies of all keys to all locks used at the Garden, including entry ways and storage facilities. Failure to do so will result in GreenThumb removing any such locks.

(vi) Licensee shall grow any vegetables or fruits that are available for human consumption in such a manner as to minimize the likelihood of contact with potentially contaminated soil. This shall be done by growing all such vegetable, herb or fruit bearing plants or trees in raised beds and placing semi-permeable barriers between these areas and surrounding soil. Alternative methods for meeting this requirement are subject to prior written approval by GreenThumb. GreenThumb shall use reasonable efforts to assist Licensee in complying with this requirement, subject to available resources. Fruits, vegetables, or herbs that are grown in a manner inconsistent with the requirements of this provision may not be distributed, gifted, sold, or otherwise provided to any person or entity for the purpose of consumption.

D. Licensee shall promptly notify GreenThumb of any administrative or operational matters constituting any loss, injury, damage, or violation within the garden. Licensee shall also notify GreenThumb no later than three days after receipt of notice of any loss, injury, damage, or violation within the garden, and in addition to the notice provisions mandated herein, notify Parks in writing as set forth in Section 2 above.

E. In case of emergency, Licensee shall first call 911 and, as soon thereafter as possible but in no event more than 24 hours after the emergency has occurred, contact Parks Central Communications at (212) 274-4560. The Licensee must also contact GreenThumb and assist in the preparation of a Parks Department Incident Report.

F. Licensee shall (i) comply with the GreenThumb Registration requirements, (ii) complete the Registration process as directed by GreenThumb, (iii) comply with the terms of registration, and applicable terms of the GreenThumb Gardeners' Handbook, and (iv) comply with its own bylaws.

6. Restrictions on Licensee. Licensee agrees to the following restrictions on the use of the Garden:

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A. No construction activities, including but not limited to excavation, paving, or erecting of any permanent or temporary structures, including sheds, storage facilities, greenhouses, rainwater capture systems, and other similar structures, or the removal of soil from the site, may take place without prior written permission from GreenThumb and, where applicable, a valid Construction permit from Parks and/or the New York City Department of Buildings and, where applicable, the posting of a payment bond in accordance with Section 5 of the Lien Law. Licensee shall not affix any structure to adjacent properties or buildings without a valid permit and prior written permission of GreenThumb and the adjacent landowner.

B. No permanent structures or murals or other permanent works of art may be built in the Garden without prior written permission from GreenThumb and, where applicable, the New York City Department of Buildings and/or the New York City Public Design Commission.

C. No automobiles, trucks, trailers, or other motorized vehicles may be stored, stopped, or parked at any time in the Garden.

D. No persons shall be allowed to reside in the Garden. Animals, other than dogs, are allowed to reside in the Garden only when in accordance with all applicable rules, regulations, and guidelines, including those promulgated by the New York City Department of Health. Dogs may never reside in the Garden.

E. No drugs or alcohol may be grown, produced, used, consumed, stored, sold, or distributed in the Garden.

F. Licensee shall not cause nor permit accumulation of garbage or debris in the Garden, nor overgrowth of vegetation or plant material. Licensee shall not commit or cause any waste of or to the Garden. The orderly creation or use of compost shall not be considered garbage or wasting of the Garden.

G. Licensee shall not license the Garden or otherwise assign or impede this agreement.

H. Licensee shall not unlawfully discriminate against any person because of race, creed, religion, color, national origin, ethnic origin, age, gender, sex, disability, marital status, or sexual orientation. Licensee shall not restrict eligibility for membership or admission to the Garden or participation in any activity on the basis of race, creed, religion, color, national origin, ethnic origin, age, gender, sex, disability, marital status, or sexual orientation. Licensee shall comply with all applicable federal, state, and local civil rights and human rights laws and regulations pertaining thereto as applicable.

I. Licensee 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.

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J. Licensee shall not abandon the Garden. Abandoning of the Garden shall result in termination of License.

K. Licensee shall neither cause nor permit the use of the Garden for any commercial purpose (including, but not limited to, the sale or advertisement of any goods or services or paid use or rental of the Site by third parties); provided, however, that

(i) Licensee may sell agricultural produce, including plant material (e.g. ornamental plants, seeds, compost, etc.) at the Garden solely for the purposes of supporting the maintenance and operation of the Garden, in accordance with all applicable laws, rules, regulations, and GreenThumb Gardeners' Handbook.

(ii) Licensee may hold no more than four (4) fundraising events, activities, or series inside the Garden per calendar year, solely for the purposes of supporting the maintenance and operation of the Garden, with prior written approval of GreenThumb and Parks. Requests for approval must be submitted no less than thirty (30) days in advance of the date of the planned fundraiser.

(iii) Licensee may allow the sale of other items or paid events pursuant to a permit issued by the Revenue Division of Parks, and in accordance with all other applicable laws, rules and regulations, and GreenThumb Gardeners' Handbook.

(iv) Parks reserves the right to audit the financial records of Licensee at any time to confirm compliance with this License.

L. Licensee shall not permit any fire hazard on the Garden's premises, which includes, but is not limited to gasoline, kerosene, lighter fluid or other flammable liquids, using or permitting the storage of any illuminating oils, oil lamps, turpentine, benzene, naphtha, or similar substances or explosives of any kind..

M. Licensee shall not create or permit creation of danger to the neighborhood, whether through inadequate sanitation (including accumulation of garbage), existence of a fire hazard, or any other condition that may cause harm to the Garden or other persons or property in its vicinity.

N. Licensee shall not permit any conduct, activity, or condition occurring on or immediately adjacent to the licensed premises and caused by the Licensee or circumstances under its control that: (i) is contrary to law, (ii) constitutes a public nuisance, or (iii) affects, or poses a threat to, the health or safety of the community in which the Garden is located.

O. Licensee shall not plant new trees, damage, or remove existing trees, or prune large limbs from existing trees without the prior written approval

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of Parks.

7. Failure to Comply with Restrictions and Termination.

A. Parks reserves its right to conduct garden visits to ensure that Licensee operating in accordance with the terms of this License. Except as otherwise set forth herein, GreenThumb shall use reasonable efforts to assist Licensee in rectifying violations, subject to available resources.

B. Failure to comply with the restrictions listed in Section 6 or any other term or condition in this License constitutes a breach of this License, constituting default. Parks will issue a default notice to Licensee. Parks shall allow Licensee six (6) months from date of notice to rectify a Default.

C. Should the Licensee fail to comply with the restrictions listed in Paragraph 6(N), Parks will issue an Accelerated Default notice to the Licensee. Parks shall allow Licensee thirty (30) days from the date of the Accelerated Default notice to be rectified to Parks' satisfaction.

D. Failure to remedy a breach as set forth above constitutes an uncured default that is grounds for termination of this License. Parks may issue a Notice of Termination to Licensee. Termination will be effective three (3) days after the Notice of Termination is mailed.

E. Notwithstanding the above, this License is terminable at will by the Commissioner in his or her discretion at any time, upon sixty (60) days written notice, and Licensee shall have no recourse of any nature whatsoever by reason of such termination.

8. Public Access.

A. Licensee is required to keep the Site open to the public a minimum of twenty (20) hours per week from the first day of April through and including the thirty-first day of October (the "Garden Season") between the hours of 8a.m. to 9p.m., subject to weather. Ten (10) of these hours must be posted on the exterior of the Garden fence. Garden must remain open to the public a minimum of five (5) total hours on weekends (Saturday and Sunday) during the Garden Season, subject to weather. This can be achieved through posted open hours, community events, public workdays, workshops, and all activities that keep gardens open and accessible to the public. Gardens are required to post and properly maintain signage listing scheduled open hours, a schedule of planned activities, and information on how to join the garden, along with the name and current contact information of a designated member of Licensee and GreenThumb. Upon request, GreenThumb may work with Licensee to create appropriate signage, provide a sandwich board to place on the sidewalk welcoming visitors and guests, and suggest links to neighborhood organizations, school and community groups to assist with these open hour requirements.

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B. The Commissioner, their representatives, the City Police and Fire Departments, and other City agency representatives shall have access to the Site at all times for any purpose.

C. The Garden may be temporarily closed to Licensee and disturbed during the period of construction of any development project approved by the City that abuts the Garden, or for reasons of public health and safety. Prior to entering the Garden to perform work, the agency in charge of the construction project will make reasonable efforts to provide no less than thirty (30) days written notice to the Garden Contact Persons. Upon completion of any such construction, all practicable efforts will be made to return the Garden to the condition that existed prior to the commencement of any construction work thereon, including the replacement of vegetation.

9. Return of GreenThumb Property and Surrender of the Garden. Upon termination of this License, Licensee shall surrender the Garden to Parks in a condition satisfactory to Parks. Licensee shall also return all tools and other unused items provided by GreenThumb to the GreenThumb warehouse within thirty (30) days of receipt of a notice of termination or expiration of this License. Licensee shall be responsible for any costs incurred by Parks in cleaning up the Garden or in removing any items that Licensee failed to remove as required by this section of the License. Parks retains the right to keep for its own use any items left in the Garden after this License expires or is terminated.

10. Assumption of Risk. Twice each year during the Term, Licensee shall instruct members that a community garden involves activities that pose risks of serious bodily injury and even death, including but not limited to, engaging in strenuous physical activities, using (or being in the presence of others using) garden equipment, constructing raised gardening beds, snow removal, and walking on uneven walkways.

Licensee shall post a sign provided by GreenThumb at the Garden explaining these risks and that members understand and assume them whenever they are in the Garden.

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

12. Merger and Use.

A. This License is the only agreement between Licensee and Parks

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with respect to the Garden, and all prior oral or written agreements or understandings between Licensee and Parks with respect to the Garden are hereby expressly revoked. In consideration of this agreement, Licensee hereby surrenders any other right or interest in the Garden (including, but not limited to possessory interest) which Licensee has or may have had.

B. This License does not, and shall not be deemed to, indicate any intention to dedicate the Garden for park use or any other use.

13. Conflict of Interest. Licensee warrants that no officer, agent, employee, or representative of the City of New York has received any payment or other consideration for the making of this License and that no officer, agent, employee, or representative of Parks (including GreenThumb) has any interest, directly or indirectly, in this License.

14. Choice of Law, Consent to Jurisdiction, and Venue. This License shall be deemed to be executed in the City of New York, State of New York, regardless of the domicile of Licensee and shall be governed by and construed in accordance with the laws of the State of New York. Any and all claims asserted by or against the City arising under this license or related thereto shall be heard and determined either in the federal courts of the United States located in the City of New York or in the courts of the State of New York located in the City of New York.

15. Investigations

A. Cooperation. The parties to this License shall cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York (“State”) or City governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit or inquiry.

B. Refusal to Testify

(i) If any person who has been advised that his or her statement and any information from such statement will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract or license entered into with the City, the State or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation with the City, or any public benefit corporation organized under the laws of the State of New York, or;

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(ii) If any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest and is seeking testimony concerning the award of or performance under any transaction, agreement, lease, permit, contract or license entered into with the City, the State or any political subdivision thereof or any local development corporation within the City, then;

C. Hearings and Adjournments

(i) The Commissioner or agency head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit or license shall convene a hearing, upon not less than five days written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

(ii) If any non-governmental party to the hearing requests an adjournment, the Commissioner or agency head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to paragraph (e) below without the City incurring any penalty or damages for delay or otherwise.

D. Penalties. The penalties which may attach after a final determination by the Commissioner or agency head may include but shall not exceed:

(i) The disqualification for a period not to exceed five years from the date of an adverse determination for any person or entity of which such person was a member at the time the testimony was sought from submitting bids for, transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and/or

(ii) The cancellation or termination of any and all such existing City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this License, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.

E. Factors

The Commissioner or agency head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the

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factors in paragraphs (i) and (ii) below. He or she may also consider, if relevant and appropriate, the criteria established in paragraphs (iii) and (iv) below in addition to any other information which may be relevant and appropriate:

(i) The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit including, but not limited to, the discipline, discharge or disassociation of any person failing to testify, the production of accurate and complete books and records and the forthcoming testimony of all other members, agents, assignees, or fiduciaries whose testimony is sought.

(ii) The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

(iii) The nexus of the testimony sought to subject entity and its contracts, leases, permits, or licenses with the City.

(iv) The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under (d) above, provided that the party or entity has given actual notice to the Commissioner or agency head upon the acquisition of the interest, or at the hearing called for in (c)(i) above gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

F. Definitions

(i) The term "license" or "permit" as used herein shall be defined as a license, permit not granted as a matter of right.

(ii) The term "person" as used herein shall be defined as a natural person doing business alone or associated with another person or entity as a partner, director, officer, principal, or employee.

(iii) The term "entity" as used herein shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, leases, or permits from or through the City or otherwise transacts business with the City.

(iv) The term "member" as used herein shall be defined as any person associated with another person or entity as a partner, director, officer, principal, or employee.

(v) The term "licensee" as used herein shall be defined as the

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community garden volunteer group operating the garden named above.

G. In addition to and notwithstanding any other provision of this License, the Commissioner or agency head may in his or her sole discretion terminate this License upon not less than three days written notice in the event Licensee fails to promptly report in writing to the Commissioner of Investigation of the City of New York any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the City or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this License by the Licensee, or affecting the performance of this license.

16. Modification. This License may not be modified or extended except in writing and when signed by both Licensee and Parks.

17. No Waiver of Rights. No waiver by Commissioner of any default on the part of Licensee in performance of any of the terms and conditions herein shall be construed to be a waiver of any other or subsequent default in the performance of any of the said terms and conditions.

18. No Assignment. Licensee shall not sell, assign, mortgage or otherwise transfer, or sublicense any interest or right provided for herein, nor shall this License be transferred by operation of law, it being the purpose and spirit of this agreement to grant this License and privilege solely to the Licensee named herein.

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

20. No Claim Against Officers, Agents, or Employees. No claim whatsoever shall be made by Licensee against any officer, agent, or employee of the City for, or on account of, anything done or omitted in connection with this agreement.

21. All Legal Provisions Deemed Included. It is the intent and understanding of the parties to this License that each and every provision of law required to be inserted in the License shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted

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in correct form, then this License shall forthwith upon the application of either party be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party hereunder.

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

IN WITNESS WHEREOF, the parties hereto have cause this to be signed and sealed.

Licensee (Group or Garden name)

By: _____
Primary Contact Person, Name and Signature Date

By: _____
Secondary Contact Person, Name and Signature Date

Carlos Martinez Date
Director, NYC Parks GreenThumb

APPROVAL AS TO FORM OF AGREEMENT BY STANDARD TYPE OF CLASS

Agency: Department of Parks & Recreation Agreement: GreenThumb Garden License

I hereby approve as to form and certify as to legal authority the annexed "GreenThumb License" by standard type of class. This approval is valid for a period of ten (10) years from the date hereof and for a maximum of four hundred fifty (450) permits. The above approval is made on the express understanding that the substantive language of the subject permits will not be altered or changed in any way without prior submission to the Office of the Corporation Counsel for approval, provided however, that blank spaces in the permits requiring names, dates, locations, dollar amounts, or other similar details may be completed.

APPROVED AS TO FORM

ACTING CORPORATION COUNSEL