

**CITY OF WEST HOLLYWOOD  
WEST HOLLYWOOD COMMUNITY GARDEN  
LICENSE AGREEMENT**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ at West Hollywood, California, by and between the City of West Hollywood, a California municipal corporation located at 8300 Santa Monica Boulevard, West Hollywood, California 90069 (hereinafter referred to as the "CITY,") and \_\_\_\_\_ (hereinafter referred to as the "LICENSEE").

**GENERAL**

The CITY is a highly urbanized area with little property devoted to parkland, open space, or other recreational pursuits.

The CITY believes that it is in the public interest to increase the supply of parkland, open space and recreational opportunities available for residents and has provided a temporary location to license residents of the City to actively participate in the community garden program at Plummer Park.

Garden planter beds may be reserved under a License Agreement until \_\_\_\_\_, at a fee of one hundred twenty (\$120) per year for a period of up to two (2) years. In addition, the LICENSEE will pay a deposit of twenty dollars (\$20.00) for a gate key and spicket water key. The deposit will be refunded upon return of the keys to the CITY. LICENSEE agrees not to copy, loan, or release the key to any other party.

- 1<sup>st</sup> Payment Due: \_\_\_\_\_ for a total of \$140
  - *Payment Details: \$20 deposit and first-year annual fee of \$120*
- 2<sup>nd</sup> Payment Due: \_\_\_\_\_ for a total of \$120
  - *Payment Details: second-year annual fee of \$120*

For lost or stolen keys, LICENSEE must notify Community Garden Lead. Deposits for lost keys and spicket water key, will not be returned and replacements will cost \$20.

LICENSEE must live in the City of West Hollywood and will be assigned planter beds within the garden area when available on a one planter bed per household basis. The CITY will establish and maintain a waiting list for this purpose.

Commercial use of planter beds is not allowed.

The garden will be open during park hours 6am to 10pm. Quiet hours are before 8am and after 10pm. Lighting at the park is limited and garden areas may be dark after sunset for gardening activities.

The Helen Albert Certified Farmers' Market is hosted on Mondays in the North Parking

Lot and may impact parking, noise level, and foot traffic at Plummer Park.

No LICENSEE shall enter a garden planter bed, other than their own, without that licensee's permission.

LICENSEE may not assign their garden planter bed to another individual. Doing so will result in immediate revocation of license for that planter bed.

City events may impact the availability and lighting schedule of the garden days and/or times.

The CITY reserves the right to program and host events within the garden boundaries.

LICENSEE agrees to abide by the Community Garden Program Rules, attached to this document as Exhibit A.

### **LICENSEES**

1. LICENSEES must show proof of City of West Hollywood residency. Acceptable documentation to the CITY are valid California Identification and/or California Driver's License and a current residence utility bill under LICENSEE's name,
2. A garden planter bed license will be issued to LICENSEE only with a maximum of one planter bed per household.
3. Subletting planter beds is strictly prohibited.
4. Garden planter beds will be assigned to eligible West Hollywood residents on a first come, first served basis. Open planter beds will be filled using a waitlist in the order of registration should they meet eligibility requirements. As of July 1, 2024, as planter beds become available, ten (10) planter beds will be designated to low-income older adults, defined as individuals 55 or older meeting the low-income limits of the most current year which is determined by the California Department of Housing and Community Development.
5. All consideration paid for the license is non-refundable, regardless of termination of the license for the planter bed during the leasing period or any partial periods or months.
6. Payment of fees and deposit must be paid by due date(s) listed in license agreement. Failure to pay prior to due date(s), will result in forfeiture of the designated planter bed.
7. The LICENSEE hereby agrees to waive any claim, action, or other rights in connection with any injury which the LICENSEE, or the LICENSEE's agents, friends, family or other associates might sustain in any activity arising out of or related to exercise of this license.
8. The LICENSEE hereby agrees to indemnify, hold harmless and defend the CITY

from any and all claims, actions, liabilities, costs, and judgments, including reasonable attorneys' fees and costs of litigation, based on or in connection with any injury which the LICENSEE or the LICENSEE's agents, friends, family or other associates might sustain in any activity arising out of or related to this license.

## **CITY**

1. CITY will provide water for the garden planter bed.
2. Refuse collection will be provided at the gardens based on the collection schedule of the CITY's contracted waste management vendor.
3. The structure of the planter beds, pathways and exterior perimeter fences will be maintained by the CITY.
4. CITY will conduct inspections and issue non-compliance notices to gardeners not properly maintaining their gardens.
5. The CITY has no other responsibilities except those stated above.
6. The CITY will conduct weekly maintenance will be conducted inside of the garden areas on Fridays from 8:00 am to 10:00 am. Additional maintenance and mowing will be conducted in the rest of the park, including around the gardens on Fridays from 8:00 am to 1:30 pm. During this time noise from lawnmowers, weed whackers, blowers, and other equipment is expected.

Occasional changes to the mowing schedule throughout the park may occur due to events or weather-related situations.

The CITY has the right to make changes to scheduled maintenance as needed.

## **TERMINATION**

1. Both the CITY and the LICENSEE shall have the power to terminate this license at will immediately upon written notice.
2. This license shall terminate automatically should the LICENSEE become a non-resident of the CITY, or if a notice mailed to the LICENSEE's designated address is returned to the CITY because it is "not forwardable."
3. Terms are two (2) years. The term of the lease shall be until \_\_\_\_\_, unless terminated earlier in accordance with this Agreement.

## **RULES**

The LICENSEE hereby agrees to comply with the following:

1. The LICENSEE shall be responsible for keeping the planter bed in a clean, sanitary, orderly, and attractive condition. The LICENSEE shall be responsible for any repairs or improvements required by the CITY and will at all times maintain the planter bed in compliance with public laws, ordinances and regulations, and any rules for licensees presently existing or which may be later developed and delivered to licensees by the CITY. If required by the CITY, the LICENSEE shall comply with any and all requirements of the CITY's insurance carriers necessary for the continued maintenance of fire and liability insurance at reasonable rates on garden planter beds.
2. The LICENSEE shall use the planter bed solely for growing fruits, flowers and vegetables for use by their family or other public benefit. The LICENSEE may not sell crops grown at the garden planter bed.
3. The LICENSEE shall not commit or permit the commission of any waste on or in the planter bed. The LICENSEE shall not maintain, commit or permit the maintenance or commission of any nuisance. The LICENSEE shall not use or permit the use of the garden planter bed for any unlawful purpose.
4. LICENSEE agrees to abide by the COMMUNITY GARDEN PROGRAM RULES, attached to this License Agreement as Exhibit A.

This Agreement constitutes the entire agreement between City and Licensee with respect to the subject matter set forth herein. This Agreement is an integration of and supersedes any and all understandings, representations, proposals or negotiations between the Parties, whether oral or written, with respect to the subject matter set forth herein.

**NO WARRANTIES.** The CITY does not warrant that the planter bed is suitable for gardening, or that the soil is free of contaminants.

**ACCEPTANCE BY THE LICENSEE.** The LICENSEE has inspected and accepts the planter bed and the improvements and facilities in their condition as at the time this license was issued to the LICENSEE; the CITY shall not be required to make any changes, alterations, additions, improvements, or repairs in or about the garden area or planter bed during the term of this license.

Executed this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

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Licensee

CITY OF WEST HOLLYWOOD

8300 Santa Monica Blvd.  
West Hollywood, CA 90069

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Andrea Yanez  
Recreation Coordinator

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Stephanie Martinez  
Manager, Recreation Services Division

**Community Garden Lead Contact Information:**

**Email:** recreation@weho.org

**Phone Number:** (323) 848-6534

**Licensee Information:**

**Name:**

**Address:**

**Phone Number:**

**Email:**

## EXHIBIT A

### City of West Hollywood Recreation Services Division

#### COMMUNITY GARDEN PROGRAM RULES

Access to the community garden is granted in accordance with the License Agreement and Garden Rules. **Community garden planter beds are available as a privilege.** In order to ensure a successful and enjoyable gardening experience for everyone, the following rules have been established:

1. The garden will be open during park hours 6am to 10pm. Quiet hours are before 8am and after 10pm. Gardeners are expected to conduct themselves with consideration for the residential environment and maintain a respectful noise level within the garden premises.
2. All Park Rules must be followed at all times.
3. Only one planter bed will be assigned per household.
4. Gardeners must live within the City of West Hollywood.
5. No illegal substances, including cannabis, are permitted in or may be grown in the garden.
6. Planter beds may be used solely for growing fruits, vegetables, and flowers for personal and family use. Plant no more than 10% of your garden area in beneficial flowers and no more than 25% of your garden area with any one crop. (Beneficial flowers are considered those that attract bees for pollination, flowers to attract beneficial insects to combat unwanted pests, etc.)
7. Crops from the community garden may not be sold.
8. Gardeners are responsible for:
  - a. Care and maintenance of their assigned planter bed including **prompt** removal and disposal of weeds, dead plants, and debris.
  - b. Maintenance of surrounding walkways including clean-up and proper removal of weeds and debris.
  - c. Maintaining planter beds using **only organic** pest and weed control. Gardeners may use botanical insecticidal soap. No herbicides may be

- used. No fertilizer may be used that in any way detrimentally affects adjacent gardens.
- d. Removing garden tools, bags of soil amendment, tomato cages and/or stakes and trellis when not in use.
  - e. Only using items made for a garden, (i.e. no old windows, step ladders, screens or doors) in the planter bed.
9. New licensees must have their planter beds cleared and cultivation started within 15 days of the planter bed assignment.
  10. The community garden is a year-round activity. All gardens must be actively planted and gardened year-round. planter bed.
  11. The following is **prohibited**:
    - a. Planting outside of assigned planter bed
    - b. potted plants
    - c. pumpkins
    - d. trees
    - e. fertilizers or insecticides that will affect neighboring planter beds
    - f. weed repellants
    - g. snail bait (wood ash or kitty litter can be used as an organic alternative)
    - h. pets or animals
    - i. stagnant water
    - j. rodent traps
  12. For the safety of others, vegetation must remain within planter bed borders and not infringe on walkways.
  13. The community garden is an outdoor garden, rodents, insects and wildlife are part of the natural environment. Crops must be harvested upon maturity and kept clean to minimize the attraction of wildlife, rodents and insects.
  14. Vegetation, trellises, supports, cages, or any structure, including birdfeeders, may NOT exceed eight feet in height from ground level. Tall crops will be planted in the center of the garden planter beds to reduce infringement of neighboring garden planter beds' sun/shade/space.
  15. All growth and property must remain well within planter bed boundaries. Gardeners will not plant anything that will shade neighboring planter beds or

- otherwise infringe on a neighbor's planting space. Wandering vines must be trellised or maintained within planter bed borders.
16. To eliminate misunderstandings, sharing crops with other gardeners must be done in person.
  17. A **Zero Tolerance** policy is in effect for theft of crops, materials, and other personal property.
  18. Neglected planter beds will be reassigned under the following conditions:
    - a. Gardeners of poorly maintained planter beds will be notified by email, mail or phone and given 14 days to improve the condition of the planter bed.
    - b. Gardeners must contact the Community Garden Lead within 14 days of notification.
    - c. If the neglected condition of the planter bed continues for more than 14 days after notification, the planter bed will be reassigned to a new gardener.
  19. Gardeners who cannot maintain their planter bed due to temporary circumstances must notify the Community Garden Lead as soon as possible. Gardeners are responsible for arranging for someone to take care of their planter bed if they are ill or on vacation.
  20. Any modification to the garden must be approved by the Community Garden Lead.
  21. Any activities in the garden other than gardening (gatherings, photo shoots, etc.) must be approved in advance by the Community Garden Lead.
  22. Gardeners are responsible for providing their own tools, seeds, plants, and watering. Water hoses and water sources are accessible to all planter beds. Gardeners must remove personal hose sprayers and nozzles after each use.
  23. No structures are permitted in or around the garden, except for items used to support a growing crop, such as tomato cages, trellis for beans, bean poles, etc. Do NOT use any type of pressure-treated wood in the garden.
  24. Gardeners may not alter, attach to, replace, or paint the borders of the planter bed.
  25. Only materials needed for gardening may be stored or displayed in the planter bed.



26. Gardeners shall water with care and consideration so that water is not wasted, and hoses are returned to racks.
27. All plant waste must be deposited into the green plant matter waste containers or compost bin. All other waste must be placed in the black waste container. Do NOT throw dirt and rock in the trash bins.
28. Children must be supervised by an adult at all times.
29. The community garden is not a staffed location, Gardeners are responsible for bringing their own first aid supplies and personal protective gear.
30. Gardeners must be courteous to garden and resident neighbors at all times.
31. The gate must always be locked. **DO NOT** prop the gate open.
32. Decisions made by the CITY are final.
33. The City of West Hollywood is **NOT** responsible for notices that are not received due to changes of address or phone numbers. Gardeners are responsible to notify the garden lead of any change in contact information.

I have read, understand, and agree to follow the rules of the Community Garden.

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Licensee

**EXHIBIT F**

**CALIFORNIA LEVINE ACT STATEMENT**

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits any West Hollywood City Council Member from participating in any action related to a contract or application if he or she receives any political contributions totaling more than \$250 within the previous twelve months, and for three months following the date a final decision from the business/board or applicant.

The Levine Act also requires a member of the West Hollywood City Council who has received such a contribution to disclose the contribution on the record of the proceeding.

Current West Hollywood City Councilmembers are listed at:

<https://www.weho.org/city-government/city-council>

Proposers are responsible for accessing this link to review the names prior to answering the following questions.

1. Have you or your company, or any agent/board member on behalf of you or your company/entity, made any political contributions of more than \$250 to any West Hollywood City Councilmember in the 12 months preceding the date of the submission of your proposal or application, or the anticipated date of any Council action?

YES If yes, please identify the Councilmember(s):

NO

2. Do you or your company/entity, or any agency on behalf of you or your company/entity, anticipate or plan to make any political contribution of more than \$250 to any West Hollywood City Councilmember in the 12 months following any Council action related to your proposal or application?

YES If yes, please identify the Councilmember(s):

NO

Answering yes to either of the two questions above does not preclude the West Hollywood City Council from awarding a contract or approving an application or any subsequent action. It does however, preclude the identified Councilmember(s) from participating in any actions related to your proposal or application.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of authorized individual

\_\_\_\_\_  
Company/Applicant Name