**LICENSE AGREEMENT**
**CITY OF STUART, FLORIDA**

**LICENSE AGREEMENT RENEWAL NO. 1**
**FOR HOUSE OF HOPE**

THIS LICENSE AGREEMENT, hereinafter the "Agreement" is made and entered into this ____ day of August, 2020 by the CITY OF STUART, FLORIDA, a municipal corporation of the State of Florida, 121 S.W. Flagler Avenue, Stuart, Florida 34994, hereinafter the "City", and HOUSE OF HOPE, d/b/a “House of Hope” a Florida Non-For-Profit Corporation, , hereinafter the "Licensee."

**WHEREAS,** the City owns certain lands located within the corporate limits of Stuart, Florida, which shall hereinafter be called the "Subject Property.” The legal address for the Subject Property is 520 SE Florida Street, Stuart, Florida.

**WHEREAS,** the Licensee desires to locate and operate a Community Garden on the Subject Property.

**NOW THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, THE CITY DOES HEREBY GRANT THIS LICENSE to the Licensee to locate and operate a Community Garden on the Subject Property, including the placement of necessary structures, devices, and power connections, with the right of access to and egress from the Subject Property by Licensee's employees and agents, as necessary for the purposes of this Agreement, subject to the following terms and conditions:

1. The foregoing whereas clauses are incorporated in and made a part of this Agreement.

2. As consideration to the City for the granting of this license, the Licensee shall pay the sum of $10 Dollars each year hereafter until said agreement has been terminated.

3. The term of this Agreement shall be Two (2) years from the date of approval and may be revoked by either party with 120 days written notice.

4. Upon termination or upon expiration of this License, the Licensee shall forthwith remove all improvements installed by the licensee and restore the site to at least as good a condition as prior to its occupancy.

5. The Licensee shall maintain the site and shall prevent undesirable weeds; maintain healthy produce plants; and landscaping.

6. The City of Stuart agrees to provide City Water to the location without charge so long as the licensee continues to operate a Community Garden. There shall be no other uses allowed at the Subject Location without written agreement by the City.

7. City of Stuart responsibilities:

    a. Provide shed, fencing, garden beds
    b. Initial setup of water and fencing

8. House of Hope responsibilities:
    a. Maintain property
    b. Provide education to community

9. For the purposes of this Agreement, "Neglect" shall mean a state of disrepair to the point that it is reasonably deemed unsafe, or unusable or inoperable, for a period of more than thirty (30) days following receipt of written notice of such condition from the City's Building Official. If such conditions of Neglect exist, the City may deem all improvements made by the licensee to be "Abandoned Property", as that term is used in Sec. 38-86 of the Stuart Code of Ordinances, and may thereafter cause its removal by the Licensee.

10. The Licensee hereby fully indemnifies the City against any injury, tort, damage, or other claim, or amount due, arising out of this Agreement, and further agrees to provide a suitable defense for the City in the event that any legal action is instituted against the City for any injury, tort, damage, or claim arising out of this Agreement.

11. The Licensee shall provide "all risk" liability insurance coverage for the City in an amount of not less than. One Million ($1,000,000) Dollars per Individual and Two Million ($2,000,000) Dollars per occurrence. A certificate of insurance showing the "City of Stuart, its officials, agents and employees" as "additional insured's" shall be provided to the City Clerk, and shall be maintained throughout the term of this Agreement.

Witness our duly authorized signatures on this License Agreement, as executed on this day and year first above written.

| CITY: | LICENSEE: |
|---|---|
| CITY OF STUART, FLORIDA | HOUSE OF HOPE |
| _____ | _____ |
| David Dyess, City Manager | Robert Ranieri, Chief Executive Officer |
| Date: _____ | Date: _____ |