SITE ACCESS AND LAND USE AGREEMENT

This Site Access Agreement ("Agreement") is made by and between (insert property owner) ("the Property Owner")and Grow Pittsburgh, its employees, agents, and designees. The Agreement gives permission for Grow Pittsburgh to enter upon certain property located on (insert address) ("the Site").

PURPOSE

1. Grow Pittsburgh and the Property Owner are entering in this Agreement so Grow Pittsburgh may enter upon the Site to develop a community food garden and perform technical landscape services on the site for the benefit of the municipality and its residents.
2. A public, community food garden will be developed and remain on the Site for a minimum of five years.

TERMS OF AGREEMENT

3. Unless terminated sooner by written notice of 90 days, the length of this Agreement will run from _____, through _____ (minimum two year participation in *Allegheny Grows* program).
4. The right of access will be renewed a biannual basis after December 1, 2013.
5. This Agreement can be terminated by either party within one hundred twenty (90) days written notice to the other party.
6. This Agreement, including Attachments(s), represents the entire Agreement between the Parties concerning site access.
7. The Property Owner agrees that the land will be maintained indefinitely as a community garden.
8. There shall be no charge for use of the land for the purpose specified herein.
9. The access agreement is for use of land for the purpose of building and operating a community garden.
10. The Property owner will provide access to and reasonable use of water.
11. Features may be added to the garden at any time. Features include decorative and functional fencing, compost bins, pergola/gazebo type structure, signage, or other items as deemed necessary to carry out the purpose of the garden. Plans for garden improvements will be presented to the property owner for design and location input.
12. General liability insurance will be provided. Grow Pittsburgh, the Western PA Conservancy, Allegheny County, and other participating organizations, will be listed as additional insured parties on the insurance policy.
13. The Property owner shall have the opportunity to be present at any on-site event.

Signing of this agreement constitutes acceptance of the above terms and conditions.

Grow Pittsburgh	**(Property Owner/Agency) (corporate seal)**
Date: _____	Date: _____
Signature: _____	Signature: _____
Name:	Name:
Title:	Title:

SAMPLE