



# CITY OF ORLANDO

## REAL ESTATE MANAGEMENT DIVISION

## FACILITY USE CONTRACT COMMUNITY GARDENS

I. Today's Date \_\_\_\_\_ Date Application Received by \_\_\_\_\_  
City \_\_\_\_\_

Neighborhood Community Garden Location: \_\_\_\_\_

Applicant Name: \_\_\_\_\_

Home Address: \_\_\_\_\_  
Street City State Zip

Phone: (B) \_\_\_\_\_ (H) \_\_\_\_\_ (Cell) \_\_\_\_\_

License Date(s): Start \_\_\_\_\_ End \_\_\_\_\_ (maximum of 6 months)

Community Garden House Open: From \_\_\_\_\_ To \_\_\_\_\_

City Staff Responsible for Community Garden Coordination \_\_\_\_\_

Phone: (B) \_\_\_\_\_ (Cell) \_\_\_\_\_

### LICENSEE HOLD HARMLESS/INSURANCE AGREEMENT

I. The Licensee and its individual members shall indemnify, hold harmless and defend the City of Orlando, its officers, agents, employees and elected and appointed officials, from and against any and all liability claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorney's fees at trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the licensee's use of the facility whether by act or omission of the Licensee, its officers, agents, employees, invitees or others, or because of or due to the mere existence of the Facility Use Contract.

II. By signature below I agree, on behalf of \_\_\_\_\_ Community Garden to abide by the terms of this Facility Use Contract, including the hold harmless provisions herein. Falsification of information may result in rejection of the contract or cancellation of the event by the City of Orlando, and prosecution under Orlando City Code Section 43.16, False Information.

Applicant Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

\*Community Based Facility Use Contracts expire 180 days after approval and are subject to renewal by applicant on or before 14 days prior to expiration. The Community Gardens are subject to closure with 30 days notice to the Licensee. The Community Garden Agreement will be terminated should it create or cause any violation of Local, State, Federal, or City of Orlando laws or ordinances. It is specifically understood by the Licensee that the City is offering this property for use only until such time as the property is needed for other purposes. It is not anticipated that this property shall be available on a long-term basis.

Litter resulting from the use of this facility is to be picked up and deposited in refuse containers before leaving the area or facility. Facility must be left in same condition as when rented.

### FOR OFFICE USE ONLY

IV. Contract Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ By Authorization of: \_\_\_\_\_

Certificate of Insurance Required: Yes \_\_\_\_\_ No \_\_\_\_\_

THE CITY OF ORLANDO IS AN EQUAL OPPORTUNITY ORGANIZATION AND DOES NOT DISCRIMINATE ON THE BASIS OF RACE, RELIGION, COLOR, AGE, SEX, NATIONAL ORIGIN OR HANDICAPPED STATUS IN ITS FACILITY USES OR PROGRAMS