

GARDEN PLOT LICENSE AGREEMENT

Land Yacht Caravaners Club, Inc.



This License Agreement is made on _____, between the Minnesota Airstream Park, a non-profit corporation, whose address is 8795 82nd St, Clear Lake, MN 55319 (the "Park") and _____, a member of the Minnesota Airstream Park, whose address is Lot _____ (the "Licensee"), and who is licensed to use Garden Plot(s) _____.

1. **License to Use Property.** Subject to the terms and conditions of this License Agreement, the Minnesota Airstream Park hereby grants to Licensee a non-exclusive license to use a portion of the Community Garden for a Garden Plot (or Garden Plots) under the terms and conditions specified in this license agreement. No other rights are granted or conferred upon the Licensee or those using the Garden Plot(s) by this License Agreement. The Licensee agrees they have received a copy of the Minnesota Airstream Park Community Garden Rules and agrees to abide by them.

2. **Term.** For any licensee that remains eligible and in good standing, this agreement automatically renews for the same assigned Garden Plot(s) at the end of the current term for a successive yearly term unless either party gives written notice of its intention not to renew before expiration of the current term. The term of this License Agreement shall begin on April 1, and end on October 31, annually, unless terminated early. The Park reserves the right to terminate this License Agreement upon ninety (90) days notice to Licensee in the event the Park receives an executed purchase agreement for the Licensee's Lot.

3. **Use of Property.** The Licensee shall be permitted to use the Garden Plot(s) for the purposes of a Community Garden, as described in the Minnesota Airstream Park Community Garden Rules, and shall not use the Garden Plot(s) for any other purposes. The Licensee shall not use the Garden Plot(s), or permit anything to be done in or around the Garden Plot(s), which will in any way conflict with any law, statute, ordinance, or governmental rule or regulation.

4. **Indemnification.** The Licensee agrees that prior to its use of the Garden Plot(s) under this License Agreement that it will sign a Waiver of Liability for use of the Garden Plot(s). If a Garden Plot(s) is (are) loaned for a single season by the Community Garden Committee to a gardener on the wait list, that sub-Licensee shall agree to follow the Community Garden Rules and will sign a Waiver of Liability for their use of the Garden Plot(s).

5. **Assignment.** The Licensee shall not transfer or assign this License Agreement to any other party while the Community Garden Committee has an active wait list.

6. **Fees.** The Licensee shall pay an annual licensing fee, to be determined by the Board, posted annually in the fee schedule for the Park.

LICENSEE

SIGNATURE

DATE

AUTHORIZED AIRSTREAM PARK REPRESENTATIVE

SIGNATURE

DATE