

# City of Trenton

W. Reed, Gusciora, Mayor

Department of Housing & Economic Development  
Benjamin Delisle, Director



## “ADOPT-A-LOT” LICENSE AGREEMENT

TO

\_\_\_\_\_  
Organization or Individual Signing the Agreement

ITS CONTRACTORS AND ASSIGNS

FOR

\_\_\_\_\_  
Address of Licensed Property

This Adopt A Lot License Agreement (hereinafter referred to as the “Agreement”) is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the City of Trenton, by and through the Department of Housing and Economic Development (hereinafter referred to as the “City”) and \_\_\_\_\_ (hereinafter referred to as the “Licensee”).

### GRANT OF LICENSE

The City is the owner of the above stated property (hereinafter referred to as the “Licensed Property”). In accordance with this Agreement, the City grants the Licensee an exclusive right to use the Licensed Property in accordance with the terms and conditions as set forth in the Adopt A Lot application, the authorizing ordinance No.: 20-47 and this Agreement. The Licensee may not use the Licensed Property for any other purpose or business.

The City as owner of property listed above, grants this Agreement executed on the date indicated hereof and covering the use of the Licensed Property from [Starting Date: \_\_\_\_\_] to [End Date: \_\_\_\_\_] for the purpose of permitting the Licensee, its contractors, agents and assigns, a license to enter upon the Licensed Property and use said Licensed Property as a privately managed open space for a public purpose.

## PUBLIC PURPOSE

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For purposes of this Agreement, the Licensee must have a strong function in at least one public purpose/use, such as active recreation, passive recreation, food production through gardening, education, visual relief from the built environment, gathering space for formal or informal community gatherings, environmental benefits (such as absorbing rainwater, providing habitat for migratory birds, and reducing “food miles”) and livability benefits (such as elimination of blight or crime reduction) or enhancing the Licensed Property’s attractiveness as community managed open space.

## TERMS & CONDITIONS

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The Licensee agrees to enter upon the Licensed Property to conduct the approved activities under the following terms and conditions:

1. The return of three signed copies of this License Agreement.
2. The Licensee shall obtain any and all permits or approvals required by the City to perform any and all operations to be performed and shall pay any and all fees and charges due to and collected by the City pursuant to the issuance of any such permits and approvals.
3. The Licensee agrees to save and hold harmless the City against any and all liability in any way connected with or arising from the activities carried on at the above captioned Licensed Property or the use of the Property, including the maintenance of sidewalks abutting the Licensed Property.
4. The Licensee affirmatively states that it has done nothing prior to the execution of this Agreement (whether within the period of the Agreement or prior thereto), or it has done any act, caused to be done any act, or knows of any act which would give any rise to any claim by it or any third party against the City.
5. The Licensee agrees and understands that the unimproved Licensed Property that is provided by the City on a “Where Is” and “As Is” basis; no representations or warranties whatsoever, either expressly stated or implied, are given by the City to the Licensee, and the Licensee agrees that during the term of this License Agreement it will be responsible for any damages whatsoever which may be caused on the Licensed Property.
6. The Licensee agrees that this License is granted by the City on the condition that the Licensee assumes full responsibility for keeping the Licensed Property in a good, clean and orderly condition, free of hazards, and that any improvements made to the Licensed Property will be made at no cost to the City.
7. The Licensee understands and agrees that **no permanent structures** shall be constructed on the Licensed Property.
8. The Licensee understands and agrees that the City will not reimburse the Licensee for any improvements of any kind, either temporary or permanent, even in the event the City terminates this Agreement for any reason whatsoever prior to the end date.
9. The Licensee further expressly agrees for itself, and where applicable, for its officers, members, employees and agents to save and hold harmless the City, its elected and

appointed officials and its employees from any claims or liability of whatsoever kind and by whomsoever brought against the City, its elected and appointed officials and its employees in connection with this license.

10. The Licensee agrees and understands that limited permission is granted for the installation of temporary structures ancillary to the approved public use. These structures include, but are not limited to outdoor storage containers, picnic tables, benches and portable canopies.
11. The Licensee understands and agrees that should the City require the property for any purpose prior to the end date, the City may, at its sole discretion, terminate this Agreement on thirty (30) days written notice. However, if the community space is being used as a garden, discretion will be used to ensure that said termination will not take place during the growing season to allow the Licensee time to harvest.
12. The Licensee agrees and understands that should the City receive any information indicating that the Licensed Property is being used in a manner not contingent with the terms of this Agreement, (the validity of which does not have to be verified by the City) the City may, at its sole discretion, terminate this Agreement on five (5) days written notice.
13. The Licensee agrees and understands that (if applicable) should the City receive any information indicating that the water service that is being provided on the Licensed Property specifically for garden use is not being properly maintained and/or is being used in a manner not contingent with the terms of this Agreement, the City may, at its sole discretion, terminate this Agreement on five (5) days written notice.
14. This License is renewable for up to one (1) year and the Licensee, upon thirty (30) days written notice to the City, may renew this Agreement upon the same terms and conditions herein expressed.
15. The Licensee understands and agrees that any improvements to the Licensed Property shall conform to all applicable laws, rules and regulations of the City and the State of New Jersey.
16. The Licensee agrees and understands that the City is providing the use of the Licensed Property to the Licensee under a License Agreement and no fee/charge of any kind is involved in the acceptance of this Agreement.
17. This clause reinforces that this Agreement is a License, not a Lease.
18. The Licensee covenants that when performing any work on the Licensed Property, including but not limited to construction, planting or maintenance, that it shall exercise due diligence and reasonable care.
19. The City is not making any promises about the suitability of the land for the Licensees purposes. If the Licensee is concerned about potentially dangerous conditions on the Licensed Property (e.g., lead contaminated soil, etc.), the Licensee may get advice from an expert.

## **TRANSFER OF RIGHTS**

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This Agreement applies to the Licensee who signs the Agreement as well as to any person or group who agrees to do work on the Licensee's behalf at the site (e.g., contractors). If the Licensee decides to transfer the license interest in the Licensed Property to another individual or organization, the individual or organization to whom the interest is transferred (the "Assign") will be liable under the Agreement. Notwithstanding, anything in this Agreement to the contrary, the Licensee must obtain the prior written approval of the City to transfer the license interest.

## **DEFAULT**

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If the Licensee fails to abide by the terms and conditions of this Agreement, the City shall have the option to cancel this Agreement by providing thirty (30) days written notice to the Licensee, except in instances as set forth in Paragraphs 12 and 13 herein-above. The Licensee shall have the option to cure the default and prevent the termination of this Agreement if the Licensee takes corrective action prior to the end of the thirty (30) day period and if there are no other defaults during such time period.

## **ENTIRE AGREEMENT**

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This Agreement contains the entire agreement of the City and the Licensee (individually referred to as the "Party" and collectively referred to as the "Parties" and there are no other promises or conditions in any other agreement whether oral or written. This Agreement superseded any prior oral or written agreement between the Parties.

## **AMENDMENT**

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This Agreement may be modified or amended in writing and signed by the Parties, if necessary.

## **SEVERABILITY**

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If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, the such provision shall be deemed to be written, construed, and enforced as so limited.

**WAIVER OF RIGHT**

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The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel compliance with every provision of this Agreement.

**APPLICABLE LAW**

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The Agreement shall be governed by the laws of the State of New Jersey.

**SIGNATURES**

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This Agreement is signed by the City and the Licensee. By signing this Adopt a Lot License on the date set forth herein above, the Licensee, its contractors, agents and assigns, acknowledge its acceptance of the terms and conditions contained herein.

\_\_\_\_\_  
Licensee Signature

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

\_\_\_\_\_  
Director, Housing & Economic Development Signature

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