**This agreement is provided by Sustaina company to you only for your convenience and should be used strictly as reference. Sustaina makes no representations and warranties as to this agreement’s suitability for your use and to this agreement’s compliance with any state or local laws. Therefore, Sustaina strongly recommends that you retain competent legal counsel to review such agreements before using them to ensure suitability and compliance with state and local laws.**

**Land Use Agreement**

This Land Use Agreement (“Agreement”) is made between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Owner”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a Limited Liability Corporation (“Farm”) as of \_\_\_\_\_\_\_\_\_\_\_ (“Effective Date”). Owner owns and controls the property located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Property”). Owner and Farm hereby enter into this Agreement based on the desire to engage in a cooperative backyard farming business based on the following terms and conditions.

1. **Agreement:** Owner Agrees to allow Farm to use the Property for the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

2. **Use of the Land:** Farm agrees to use the Property for the sole purpose of sustainable urban farming and for no other purposes and use commercially reasonable efforts to prevent the Property to be used by anyone other than those farming with them as employees, contract workers, or volunteers. Owner has agreed to the construction of the items listed in the **Construction Addendum** attached as **Exhibit A** on Owner’s land.

3. **Term:** Farm’s use and access to the property will last from \_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_ (“Term”) and renew automatically for an additional Term so long as either party does not terminate the Agreement. If the Property is sold, Farm will be allowed to complete the season. As a courtesy, the Owner agrees to notify Farm a minimum of 30 days in advance of any intent to sell, landscape, or materially alter the Property. See Section 20, Termination for more details.

4. **Section to Property to Be Used by Farm:** Owner agrees that Farm may conduct farming activities on the portions of the Property shown in the Map of Property, attached as **Exhibit B**. Out of respect for the Owner, neither Farm nor its licensees given access to the land for farming interfere with Owner’s quiet enjoyment of their property. Farm agrees to respect the privacy and personal space of the Owner, and therefore agree not to enter onto portions of the Property that are not designated for use by Farm in accordance with this Section 4.

5. **When Farm May Have Access to the Property:** Farm’s use of the Property will take place primarily \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. However, Farm, its employees, volunteers, and contract workers will at times need to access the Property on \_\_\_\_\_\_\_\_\_\_\_\_\_. Farm respects the privacy of the Owner and will make reasonable efforts to give the Owner prior notice should the Farm need to access the Property on Sunday or after normal hours.

6. **Right of Entry:** The Owner agrees that Farm, its employees, volunteers, and contract workers have the right to access the Property through a designated gate or door during the designated shift hours. The Owner may enter the farming area of the Property at any time once designated and well marked paths are set up at which time they agree to stay on said paths and to ensure that all who enter do so as well. The Owner understands that on occasion, deliveries of farming tools and materials will be made. Farm will inform the Owner when such deliveries will take place.

7. **Profit Share:** The Owner will receive \_\_\_\_\_ of the profits generated from the produce as compensation for the use of the Property, so long as the Owner tends to their plot exclusively without assistance from the Farm. The Owner will receive \_\_\_\_\_\_ of the profits generated from the produce as compensation for the use of the Property, if the Owner at any time requires assistance from the Farm. Owner will be paid his/her/its share of the profit at the end of every month. The total profit will be calculated by taking the total revenue earned from the sale of produce derived from the Property each month minus expenses related to farm management software licensing fees, payment to workers, marketing, farming equipment and infrastructure, irrigation, soil, and general administrative fees (“Profit”). Farm and Owner agree to use the Sustaina software platform to communicate and provide an accounting of the produce sold and revenue earned. Profit distributions will be made at the end of every month subject to Owner earning more than $50.00 in his/her account. In months where Owner does not earn over $50.00, any earned funds will be held in Owner’s account until the account reaches over $50.00.

8. **Use of Produce:** Farm owns all vegetables, herbs, flowers and fruits grown in the Property. The Owner releases to Farm any claim of ownership over produce grown within the area and agrees to not interfere with the farm, vegetables, and fruits contained within the Property. Neither the Owner nor Farm may willingly, or through negligence, cause damage to such produce. The Owner may purchase a portion of the food, which will be subtracted from their profit share.

9. **Growing Practices:** Farm will use organic growing practices whenever possible. Most work will be completed with simple (and quiet) hand tools. Farm will communicate with the Owner in the event heavier equipment will be needed.

10. **Water Usage:** Farm will have access to the water tap on the exterior of the residential building on the property for irrigation, washing vegetables and tools. A water meter will be installed to track water usage used for the farm outside of regular residential use, which will be paid for by Farm. Farm practices wise water use with as little waste as possible. For any month where the cost of water on a Property exceeds the revenue earned by the Owner, the Owner shall receive a credit in their account for the amount owed to the Owner for the water usage fee.

11. **Garden Maintenance:** All duties associated with maintaining the health and productivity of the Property are the sole responsibility of Farm. Farm commits to keeping the Property neat and tidy. The Owner understands that the Property is a working farm that will consist of vegetables, herbs, and flowers with a mixture of crops growing at different times. The Owner is responsible for providing access to water for the Property and Farm.

12. **Avoiding Nuisance:** Farm will take care to limit water run-off, dust, visitors, and noise so as not to bother neighbors. Should neighbors complain that farming activities are a nuisance, Farm agrees to cooperate with Owner to find a solution that will reduce or eliminate the nuisance.

13. **Reduction of Risk**: Farm will take care to remove hazards from the Property, including but not limited to holes, sharp objects, or items that could cause people to trip and fall. Farm will use care in lifting, using ladders, and other activities that could result in strain or injury. Farm will carefully supervise any visitors to the Property, especially if visitors are children.

14. **Representations and Warranties:** Owner hereby represents and warrants to Farm that: (a) it has the full right, power, title, and interest to enter into this Agreement with Farm; (b) such Agreement and any rights granted under this Agreement may be fully and thoroughly enjoyed and utilized by Farm pursuant to the terms hereof; and (c) Farm's rights hereunder shall not be defeased, impaired, and adversely affected by superior title.

15. **Insurance:** Farm agrees to maintain, at its expense, and keep in force at all times during the term of this Agreement, general public liability insurance, that includes a contractual liability endorsement, and personal injury liability coverage, from an insurer reasonably acceptable to Owner, which shall include coverage against claims for any injury, death, or damage to persons or property occurring on, in, or about the section of Property to be used by Farm. The Owner is encouraged to ensure that the homeowner's insurance policy for the property will cover any claims of injuries or property damage relevant to the Farm’s activities on Owner’s Property.

16. **Agreement to Release Owner from Liability:** In no event shall Owner be liable for any damage to, or loss of personal property or equipment sustained by Farm within the Section of Property to be used by Farm, whether or not it is covered by insurance, even if such loss is caused by the gross negligence of Owner. However, Owner’s purposeful destruction of Farm property shall be billed to the Owner.

1. As consideration for the privilege of farming on Owner’s Property, Farm agrees not to make a claim against or sue Owner for injury, loss, or illness that Farm may experience in connection with farming in Owner’s yard.
2. Farm agrees to indemnify, hold harmless, and defend Owner from all claims, liability, or demands that Farm or any third party may have or in the future make against Owner for injury, loss, or damage arising from the farming on Owner’s Property or consuming food grown on the Property. This is intended to be a complete release, discharge, and waiver of any and all actions, causes of action, or lawsuits against Owner arising in connection with Farm’ presence on Owner’s Property for farming purposes.

17. **Damage to the Property:** Notwithstanding anything to the contrary contained in this Agreement, should the Farm’s activities on the Property result in any damage to the Property or to any structures on the Property, Owner agrees to hold Farm harmless from and against any and all such losses, costs, damages, liens, claims, or liabilities incurred by the Owner arising from or by reason of Farm’s access to, or activities on the Property. The Farm’s obligation under this Section 18 is explicitly limited to damages directly caused by Farm and not to include damages to Owner’s property that arise out of causes unrelated to Farm’s use of the Property. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, electrical outages, and severe weather.

18. **Dispute Resolution:** If a dispute arises between Owner and Farm, the parties will first attempt to resolve the dispute through friendly informal negotiations amongst the parties. If the matter is not resolved by such negotiations, the parties will attempt to resolve the dispute using binding mediation in accordance with any statutory rules of mediation in the state of California. If such mediation does not successfully resolve the dispute or is unavailable, the parties shall resolve any dispute, controversy, or claim arising out of or related to this Agreement following the rules set out in the Federal Arbitration Act and have the matter submitted to and decided by binding arbitration in Los Angeles county. Arbitration shall be administered before JAMS in accordance with most current JAMS rules. A copy of the JAMS rules may be obtained at the JAMS website http://www.jamsadr.com. If such arbitration does not successfully resolve the dispute or is unavailable, the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by Law.

19. **Termination.** Should either party be in breach of this Agreement, the non-breaching party shall provide the breaching party with written notice of said breach by email or US Mail. The breaching party shall have 15 days to cure the breach or resolve the alleged breach with the non-breaching party. If alleged breach is not cured within 15 days of notice being sent to the breaching party, then the non-breaching party may terminate this Agreement.

1. **Termination by Owner:** Under the following circumstances, Owner may terminate this Agreement, so long as he/she provides **three months notice** of termination to the Farm:
	1. Owner decides to sell or develop the Property;
	2. Owner or Farm are found to be in violation of the law as a result of the farming operation; or
2. **Termination by Farm:** Farm may terminate this Agreement at any time with two weeks notice to Owner.
3. **Responsibilities and Rights on Termination:** At the expiration or termination of this Agreement, Farm will remove all of Farm’s equipment and property from the Property. Farm may remove wicking beds and greenhouses at the Owners request. However, Owner will be charged the labor costs to remove wicking beds and greenhouses from the Property. If Farm brought soil onto the Property for use in the garden, Farm may remove that soil upon termination of this Agreement. Farm will leave the Property in a neat and tidy condition upon termination or expiration of this Agreement. However, Farm will not be responsible for the cost of returning the Property to the same condition it was in before the parties entered into this Agreement. Any money earned by owner still in Owner’s account will be distributed at the end of the month in which the Agreement was officially terminated or expired. By signing below, the parties agree to adhere to the terms and conditions of this Agreement.

Owner Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Farm Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Exhibit A**

**Construction Addendum**

**Exhibit B**

**Map of Property**