

Five-Year Garden Lease

This Lease, made and entered into as of the _____ day of _____, 20____, by and between LAND REUTILIZATION AUTHORITY OF THE CITY OF ST. LOUIS, MISSOURI (LRA), 1520 Market Street, Suite 2000, St. Louis, Missouri 63103, hereinafter referred to as “Lessor,” and

Phone _____

hereinafter referred to as “Lessee.”

WITNESSETH THAT the Lessor hereby leases to the Lessee and the Lessee accepts, upon the terms, stipulations, and conditions set forth herein the following unimproved parcel or parcels of real property in the City of St. Louis, Missouri (hereinafter the “Leased Premises”), to wit:

AND WHEREAS, Lessee shall define their planting area through the use of temporary fencing, railroad ties, landscape timber, or Lessee may install a permanent fence, if a permit is obtained from the City. Under no circumstances will Lessee be reimbursed for a fence.

AND WHEREAS, Lessor shall not be responsible for any damages incurred if Lessee does not comply with the following terms and conditions.

TERMS AND CONDITIONS

- 1) The term of this Lease shall be for a period of five (5) years beginning on the _____ day of _____, 20____, and terminating on the _____ day of _____, 20____. Rent for the term shall be Five Dollars (\$5.00), payable in advance upon the execution of this Lease. Receipt of this amount is hereby acknowledged by Lessor. **It is the sole responsibility of Lessee to provide written notification to Lessor regarding Lessee’s intention to renew this Lease at least thirty (30) days prior to expiration. THIS LEASE DOES NOT RENEW AUTOMATICALLY.**
 - a) Lessee shall maintain the Leased Premises during the term of the Lease in a safe, secured condition, free from all trash, litter, weeds, and tall grass, and shall comply fully with all codes and ordinances of the City of St. Louis applicable to the Leased Premises during the term of this Lease;
 - b) The Leased Premises shall be used only as garden or green space and for no other use. Lessee further agrees that no playground equipment, obstacle courses, ballfields, or any other structures or apparatus will be installed in or upon any part of the Leased Premises without the prior express written consent of the Lessor;
 - c) Lessee may install a permanent fence, if a permit is obtained from the City. Under no circumstances will Lessee be reimbursed for a fence or any other improvements made to the property;
 - d) The Leased Premises cannot be used for parking of cars, trucks, or equipment of any kind;
 - e) No barricades or buildings of any type are to be installed or erected or constructed in or upon the Leased Premises without the prior express written consent of Lessor;

- f) The Leased Premises shall not be used for flea markets, as the location of fund raisers, revivals, rallies, or any other event;
- g) The Leased Premises may be used for the sale of goods or produce, but only upon compliance with all City codes and ordinances governing the sale of goods or produce;
- h) Lessee shall not sublet the Leased Premises without written consent of LRA;
- i) The Lease Agreement shall not be assigned or transferred without prior written consent of LRA;
- j) Lessee shall assume full responsibility for the condition of the Leased Premises upon execution of this Lease;
- k) Lessee shall hold the Lessor, St. Louis Development Corporation, its constituent agencies, employees, and agents, and the City of St. Louis, its employees and agents, harmless from any and all claims, actions, causes of action at law or in equity, damages, judgments, liability, and expenses, including attorneys' fees, which arise out of or are in any manner related to Lessee's use, possession, or lease of the Leased Premises. Lessee further agrees to indemnify and defend St. Louis Development Corporation, its constituent employees and agents, and the City of St. Louis, its employees and agents, from any and all claims, actions, causes of action at law or in equity, damages, judgments, liability, and expenses, including attorneys' fees, arising out of this Lease or as a result of the Lessee's possession, maintenance, control, or use of the Leased Premises or from any cause whatsoever involving said Leased Premises;
- l) All rentals or payments made pursuant to this Lease shall be paid to the Lessor at its office, 1520 Market Street, Suite 2000, St. Louis, Missouri 63103, or its duly authorized agent or agents if so directed in writing by Lessor;
- m) Lessee shall permit Lessor or Lessor's employees and authorized agents to enter the Leased Premises at any time for purposes of inspection thereof; and
- n) In the event of Lessee's default in the performance or observation of any of the terms, stipulations, or conditions of this Lease and, if after ten (10) days' written notice setting forth said default such default shall continue by the Lessee, Lessor shall have the right to re-enter and take possession of the Leased Premises whereupon all rights and interests of the Lessee shall cease and terminate, and any payments made under this Lease shall be forfeited by Lessee and retained by Lessor.
- o) Lessee acknowledges that the Environmental Protection Agency recommends gardeners following the following practices in urban gardens, and Lessor recommends these practices as well:
 1. Build raised beds or container gardens using topsoil or clean fill from 'certified soil sources' to ensure the soil is safe for handling and for food production.
 2. Wear gloves and wash hands after gardening and before eating.
 3. Take care not to track dirt from the garden into the house.
 4. Clean produce before storing or eating.
 5. Peel root crops, and remove outer leaves of leafy vegetables.

Lessee agrees to hold Lessor harmless in the event Lessee chooses not to follow these recommendations.

- 2) Lessor reserves the right to cancel this Lease at any time, with or without cause, upon sixty (60) days' written notice to the Lessee.

- 3) Lessor expressly denies and disclaims any warrantee of the fitness of the Leased Premises for the particular purpose to which the Lessee, its successors, or assigns intend to put the Leased Premises, Lessor further disclaims any warrantee or representation pertaining to the environmental condition and fitness of the Leased Premises.
- 4) A waiver of a breach or right or of any covenants, stipulations, or condition herein by Lessor shall not constitute a continuing waiver or abridge any of Lessor's rights as stated herein or statutorily conveyed.
- 5) Upon termination of this Lease by limitation or otherwise, Lessee shall quit and deliver up possession of the Leased Premises to the Lessor in as good condition as when received by Lessee, ordinary wear and tear excepted, and free from all trash, litter, debris, tall grass, and apparatus. All improvements of any type made to or erected upon the Leased Premises shall, upon termination of the Lease, remain on the Leased Premises without compensation to the Lessee provided, however, that the Lessor shall have the option to require the Lessee to remove such improvements and to repair any damages resulting therefrom at Lessee's cost.
- 6) This lease shall inure to the benefit of the successors and assigns of the parties hereto.
- 7) All notices which may be given pursuant to the terms of this Lease shall be deemed given if deposited in the United States mail, postage prepaid, and addressed as follows:

If to Lessor:

Land Reutilization Authority of the City of St. Louis, Missouri
 1520 Market St., Suite 2000
 St. Louis, Missouri 63103
 Attention: Wyvonia Warfield, Maintenance Coordinator

If to Lessee:

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

LAND REUTILIZATION AUTHORITY
 OF THE CITY OF ST. LOUIS, MISSOURI

 Laura Costello, Director
 Lessor
 Date: _____

 Lessee
 Date: _____