

AGREEMENT

FOR THE USE OF LAND AS A COMMUNITY GARDEN

by and between

THE BROOKLYN QUEENS LAND TRUST

And

GARDEN NAME

This is a license agreement made between **THE BROOKLYN QUEENS LAND TRUST**, a nonprofit, land trust organization incorporated under the laws of the State of New York, having an address at 677 Lafayette Avenue, Brooklyn, New York 11216 (also referred to as “**BQLT**” throughout this Agreement), and **GARDEN NAME**, having a mailing address at **GARDEN MAILING ADDRESS** and located at **GARDEN LOCATION ADDRESS** (also referred to as the “**GARDEN GROUP**” throughout this Agreement).

1. **PURPOSE OF AGREEMENT:** **BQLT** is the organization granted a license to use land owned by Brooklyn Queens Land Trust (**BQLT** has an office at 677 Lafayette Avenue, Brooklyn, New York 11216). **BQLT** gives permission to the **GARDEN GROUP** members, their guests and the general public to use the land (described below) as a Community Garden subject to the terms of this Agreement (the **GARDEN GROUP** accepts the Garden property “as is” at the time of the signing of this Agreement, and **BQLT** makes no representations or warranty of fitness for the property).

The land is preserved as a community, open space for gardeners to use and for other community residents to visit and enjoy on a regular basis. The land has received permanent protection, safe from development, because it is recognized as a valuable, neighborhood resource.

In this way, the land has a unique status and the **GARDEN GROUP** has a unique responsibility. Although it is **private** property under the ownership of The Trust for Public Land and managed under a license signed by **BQLT**, the land is nonetheless dedicated for **public** use.

Nature of the GARDEN GROUP: The **GARDEN GROUP** signing this Agreement consists of **A Group of Community Volunteers**, whether an unincorporated, nonprofit association or an incorporated, nonprofit organization.

2. **LAND:** BQLT has a license to manage land located at **GARDEN LOCATION ADDRESS** in the Borough of XXXXXXXXXXXX, City of New York. The land, also referred to throughout this Agreement as the “Garden” or “Community Garden,” is known on the New York City Tax Map as Block # XXXXX, Lot # XXXXX.
3. **USE FEE:** The **GARDEN GROUP** will be charged **Fifty Dollars (\$50) per year**.
4. **LENGTH OF AGREEMENT:** This Agreement will be in full force and effect for a one (1) year period beginning on March 15, 20XX and ending on March 15, 20XX, or earlier, subject to Paragraphs 10 and 11 below. This license, including any amendments, may be renewed subject to approval by the **BQLT**.
5. **BASIC RESPONSIBILITIES IN OPERATING THE GARDEN GROUP:** The community volunteers in charge of the Garden will organize and operate the **GARDEN GROUP** in keeping with the following basic requirements:
 - (A) **Need for Active Garden Members:**
 - (1) **GARDEN GROUP** membership will not be geographically restricted to one block, street or neighborhood. The **GARDEN GROUP** will recruit local members and will always take the opportunity to welcome as new members committed, hardworking people regardless of where they live. This is why any member of the public will be able to apply for membership even if the person does not live in the immediate neighborhood where the Garden is located;
 - (2) The **GARDEN GROUP** should have a minimum of five active members, and should strive for a higher number to be considered a well functioning **GARDEN GROUP**;
 - (3) The **GARDEN GROUP** will actively work to increase community participation in the **GARDEN GROUP** by reaching out to community members and neighborhood organizations;
 - (4) The **GARDEN GROUP** will establish criteria for membership responsibilities as well as procedures for accepting new members.

Responsibilities and procedures will be clearly spelled out in the **GARDEN GROUP** bylaws (see below 5(B), “Need for Bylaws and Garden Rules”);

- (5) **GARDEN GROUP** membership must be open to all people regardless of race, creed, culture, ethnicity, color, religion, national origin, sex, health status, age, income, place of residence, marital status, veteran’s status, physical appearance, English proficiency, handicap or sexual orientation; and
- (6) **BQLT** will be provided with a current membership list, including the names, mailing and e-mail addresses, and phone and fax numbers, so that each **GARDEN GROUP** member can be put on the **BQLT** mailing list and notified about upcoming Land Trust meetings and activities.

(B) **Need for Bylaws and Garden Rules:**

- (1) The **GARDEN GROUP** needs to establish bylaws (written procedures for operation and decision making of the **GARDEN GROUP**) and Garden rules (a list of the do’s and don’ts of the Garden);
- (2) The written procedures for the **GARDEN GROUP** will be particular to the individual operation of the Garden. The **GARDEN GROUP** will develop procedures on some general topics, such as distribution of keys and Garden beds; days and times for meeting the minimum “open hours” for the general public; responsibilities and rights of **GARDEN GROUP** Members; how to apply for **GARDEN GROUP** membership; **GARDEN GROUP** meetings and event planning; how to deal with and solve problems within the **GARDEN GROUP** (this requires a clear grievance procedure to be included in the **GARDEN GROUP** bylaws); and decision-making among **GARDEN GROUP** members. **Note:** if the **GARDEN GROUP** is unable or unwilling to solve satisfactorily a problem involving one or more **GARDEN GROUP** members, then the **BQLT** may intervene and subject the one or more **GARDEN GROUP** members to a grievance procedure approved by the Board of Directors of the **BQLT**; and
- (3) The **GARDEN GROUP** will provide to the **BQLT**, as well as to all current members and new participants, a copy of their **GARDEN GROUP’S** written procedures (Bylaws, Garden Rules).

(C) **Need for Garden Members to have Access to the Garden and Tools:**

- (1) All **GARDEN GROUP** members need to have access to their Garden and to the Garden tools. A **GARDEN GROUP** places a great amount of trust and responsibility in its members to make important decisions affecting the Garden – especially after the members pass a probationary period to become full, voting **GARDEN GROUP** members. This trust and responsibility needs to extend to gaining access to the Garden and tools.

- (2) The **GARDEN GROUP** must adopt a procedure for the distribution of keys and a policy on the use and misuse of keys. At a minimum, the **GARDEN GROUP** must ensure that all members have easy and reliable access to the Garden, at reasonable times, so that members can maintain their Garden beds and fulfill their commitment in helping to maintain the entire Garden property.

6. **BASIC RESPONSIBILITIES OF THE GARDEN GROUP IN GARDEN OPERATIONS AND MAINTENANCE:** The **GARDEN GROUP** will be responsible for the management of the Garden property as a public, open space; and for creating, maintaining and/or improving the land as a Community Garden. These responsibilities will include, but not be limited to, the following:

(A) **Garden Operations:**

- (1) Gardens are required to be open to the general public a minimum of 10 hours per week during warm weather months. As additional volunteers join the **GARDEN GROUP**, the **GARDEN GROUP** will work to increase the minimum access hours;

- (2) A Garden is intended for the general public and cannot be occupied by one or more persons as a private garden for their own personal use, i.e., to park a car, motorcycle, motor scooter or other vehicle, store furniture or other merchandise, sell items for personal profit or have living in the Garden potentially dangerous animals or domesticated animals (including, but not limited to, roosters, goats, and dogs).

Each **GARDEN GROUP** may decide to permit dogs to visit the Garden provided the dog's guardian agrees to a) supervise the dog on a leash at all times, b) accept responsibility for harm or damage to person or property caused by the dog, and c) "clean up" after the dog; and

- (3) Garden hours must be posted, in full view of people who pass the Garden, with: a) the specific days and times during the week when the Garden is open for the public to visit, and b) the name and telephone number of a **GARDEN GROUP** contact or local organization representing the **GARDEN GROUP**. If, for some reason, a **GARDEN GROUP** has a problem with providing the number of a **GARDEN GROUP** contact person or a local organization, the phone number for **BQLT** can be temporarily listed.

(B) **Garden Maintenance:**

- (1) Keeping the entire Garden property clean and safe for public use, including maintaining the sidewalks free of trash, debris, snow, ice and other obstructions to pedestrians;
- (2) Caring for trees, plants, vegetables, herbs, flowers and landscaped areas of the Garden, including watering, cultivating, pruning, fertilizing, etc.;
- (3) Performing necessary maintenance and minor repairs to constructed or manufactured items or features in the Garden, including but not limited to, raised planting beds, tables, benches, structures, pathways, and ornamental items in the Garden. The **GARDEN GROUP** should inform the **BQLT** when repairs are needed to any major items or features in the Garden that may include, but are not limited to, fences, sidewalk, water system, gazebo, shed, retaining wall, or any structure or item in or immediately next to the Garden that may pose a hazard to the Garden property, such as a deteriorating building wall, unstable

fence, diseased or dead tree, etc.; and

- (4) Providing to the **BQLT** a copy of the key (or the combination number) for the current lock to the Garden gates. If the lock is changed at any time during the life of this Agreement, the **GARDEN GROUP** must promptly provide a copy of the new key (or the combination number) to the **BQLT**.

7. **RESTRICTIONS ON USE OF GARDEN:**

- (A) The land will be used as a Community Garden for the benefit of the public and not for residential, commercial or industrial purposes. No one can use the Garden for any period of time as a temporary or permanent residence; that is, as a principal place in which to live.
- (B) No new construction of any kind, including casitas, fences, paths, patios, murals, permanent works of art, sheds or gazebos, and no utilities of any kind, including water and electricity (whether through a utility company or an independent generator), will be created, built or installed in the Garden without the prior written approval of **BQLT**. No existing structures may be dismantled or substantially altered without the prior written approval of **BQLT**. The **GARDEN GROUP** may build or place in the Garden raised planting beds, tables, chairs, benches, trellises or other ornamental features, without the prior written approval of **BQLT**.
- (C) No construction companies, contractors or construction workers are permitted to enter and work in the Garden without the prior written approval of **BQLT**. This includes construction taking place from inside the Garden property or on the Garden sidewalk when work is being performed on a building or vacant lot next to the Garden. No one can hang scaffolding over the Garden from a building next to the Garden without the prior written approval of **BQLT**.
- (D) All structures built by the **GARDEN GROUP** or by the previous group of Gardeners and existing in the Garden at the time of the signing of this Agreement are the responsibility of the **GARDEN GROUP**. By signing this Agreement, the **GARDEN GROUP** states that all existing structures in the Garden are safe and are not dangerous to any person(s) using the Garden. If **BQLT** determines that an existing structure is unsafe in any way, **BQLT** may remove the structure if repairs at a reasonable cost are not possible.
- (E) No illegal activity or nuisance is permitted, including illegal drug sales or use, the manufacture of alcohol, the use or sale of alcohol in the Garden or on the Garden sidewalk (subject to subsection F, below), gambling, loud

music, excessive noise, late-night parties, or any other actions inconsistent with “good neighbor” behavior. To insure compliance with all applicable health and safety laws, and to insure the humane treatment of animals, no animals can be kept in the Garden without the prior written permission of the **BQLT**.

- (F) In accordance with applicable law, alcohol may be consumed or sold under the following procedures:
 - (1) The **GARDEN GROUP** must apply in writing to the chairperson of the **BQLT** Events Committee (or other person designated by the **BQLT** Board of Directors) at least ninety (90) days in advance of the proposed date(s) for the consumption of alcohol in the Garden. The letter to the chairperson will include the date, time and location of the event; the nature of the event; the type and quantity of alcohol proposed for use; the approximate number and ages of the people expected to be attending the event; the number and ages of the people expected to be consuming the alcohol; and the procedures to be followed, and persons responsible for enforcing those procedures, to insure that excessive alcohol consumption does not occur that could pose a hazard to people at, outside of, during and/or after the event;
 - (2) Upon review and, if granted, approval by the Events Committee of the request by the **GARDEN GROUP** to have alcohol consumption in the Garden, the **GARDEN GROUP** must obtain the required permits from the appropriate City and/or State government agencies;
 - (3) Additional insurance for the event, beyond the standard policy in place for the Garden, must be obtained by the **GARDEN GROUP**, at its sole cost, prior to the event taking place. The policy must be in an aggregate amount of at least One Million Dollars (\$1,000,000.00) per incident and must clearly state that coverage includes any and all liability associated with alcohol consumption at the event regardless whether that liability is incurred on or outside of the Garden (the exact street address of the Garden will be listed in the insurance as the covered location). The **BQLT** (and The Trust for Public Land, as the Garden owner) will be listed as a co-insured on the policy; and
 - (4) The chairperson of the **BQLT** Events Committee (and The Trust for Public Land, as the Garden owner) will receive from the **GARDEN GROUP** a copy of the required permit(s) and the insurance policy at least one (1) week prior to the event.
- (G) No items may be sold in the Garden or on the Garden sidewalk for personal profit or commercial gain. The **GARDEN GROUP** (or the **BQLT**) may

hold fundraising activities and events in the Garden provided that 100% of all revenue from the activity or event (minus reasonable expenses for the activity or event) is received by the **GARDEN GROUP** (or the **BQLT**) to support the Garden, the **BQLT** and/or another nonprofit, charitable organization recognized as tax-exempt under the IRS Code.

- (H) No hazardous substances, including, but not limited to, explosive liquids, may be used or stored in the Garden without the written permission of the **BQLT** except for small quantities of fuel for barbecues and motorized garden tools including lawnmowers, snow blowers and weed whackers. Any potentially harmful liquids or chemicals, including, but not limited to, gas, lighter fluid, fertilizer and pesticides, must be stored and locked away from the reach of children.
- (I) No personal items, unless used to maintain the Garden, may be stored in the Garden.
- (J) No automobiles, trucks, motorcycles or other motorized vehicles can be stored or parked at any time in the Garden except for use in construction activities as approved by the **BQLT**.
- (K) All existing ponds, or pools for children or adults, must be properly maintained and their use properly supervised. Any new ponds or pools cannot be installed without the prior written approval of **BQLT**.
- (L) No event or activity requiring a special permit from a government agency may be held in the Garden without the prior approval of the **BQLT**. The

GARDEN GROUP must present a written request to the Garden Operations Committee at least 120 days prior to the event or activity. If the Garden Operations Committee approves of the event or activity, then the **GARDEN GROUP** may obtain the necessary permits, and satisfy any other requirements that may be set by the **BQLT** including, but not limited to, additional insurance.

- (M) Due to issues of safety and liability, no trees more than 20 feet in height can be cut down in the Garden without the prior written approval of the Garden Operations Committee of the **BQLT**.

8. **RESTRICTIONS ON POLITICAL CAMPAIGNING AND LOBBYING BY GARDEN GROUP:** The **BQLT** is a public charity and is tax exempt under Section 501(c)(3) of the Internal Revenue Code. This means that the **BQLT** is able to receive tax-deductible grants and contributions from foundations, corporations, individuals, etc., to pay for its charitable and educational activities and related expenses, including land trust staff and Garden improvements. The **BQLT** can also, as a public charity, apply for and receive exemption from paying property taxes on

the Gardens, sales tax on purchases, etc. Without being a tax-exempt public charity, the **BQLT** could not operate as a land trust and the **BQLT** Gardens might not exist.

To maintain the IRS tax-exempt status of the **BQLT**, the **BQLT** and the Member Gardens in Brooklyn and Queens must comply with a number of important IRS restrictions regarding political campaigning and lobbying. The **GARDEN GROUP**, serving as the manager of the **BQLT** Member Garden, agrees to follow the restrictions listed below:

POLITICAL CAMPAIGNING:

- (A) The **GARDEN GROUP** cannot support or oppose candidates (or their political party) for elective public office. This includes, both for the **GARDEN GROUP** as a whole and its individual gardeners as members of the **GARDEN GROUP** (as discussed further below), making statements supporting or opposing candidates in **BQLT** literature, on the **BQLT** website, or by publishing or distributing any separate statements supporting or opposing candidates;
- (B) The **GARDEN GROUP** cannot donate or raise money for candidates;
- (C) **BQLT** property and resources cannot be used to support or oppose any candidates. In other words,
 - (1) The **GARDEN GROUP** cannot hold campaign rallies or meetings of any kind on the Garden property to support or oppose a candidate. This includes the sidewalk in front of the Garden;
 - (2) The **GARDEN GROUP** cannot post anywhere on the Garden property campaign signs or informational literature or meeting notices supporting or opposing a candidate. This includes posting signs on Garden bulletin boards, and anywhere on the Garden fence or sidewalk including street trees; and
 - (3) The **GARDEN GROUP** cannot use **BQLT** monies, or funds raised by the **GARDEN GROUP**, to support or oppose a candidate, or to make a donation to a candidate. No items in the Garden, purchased with **BQLT** funds or **GARDEN GROUP** funds, can be used to support or oppose a candidate.

The individuals who are part of the **GARDEN GROUP** are free to support or oppose candidates in their individual capacity, separate and apart from their membership in the **GARDEN GROUP**, provided there is no connection, either

stated or implied, between the individual and **BQLT**. This means, e.g., that an individual appearing in campaign literature endorsing a candidate should not be identified as a **BQLT** Member Gardener.

LOBBYING, PROPAGANDA AND ATTEMPTING TO INFLUENCE LEGISLATION:

No substantial part of the activities of the **GARDEN GROUP** may be devoted to “carrying on propaganda” or otherwise attempting to influence legislation (i.e., lobbying).

Keeping in mind this restriction, the **GARDEN GROUP** and its individual gardeners, as members of the **GARDEN GROUP**, like the **BQLT** itself, are free to support or oppose community projects and take stands on any public policy issue, so long as these projects and issues are not linked with a specific piece of legislation.

9. **INSURANCE:** The **GARDEN GROUP** will provide **BQLT** with any needed assistance in completing all forms required by an insurance company to obtain a standard commercial general liability insurance policy. If the **GARDEN GROUP** fails to provide this assistance to **BQLT**, then this Agreement may be terminated, and the Garden would be closed to the **GARDEN GROUP** and/or the public within the discretion of **BQLT**.

- (A) **Notification of Loss, Injury, Damages, Etc.:** The **GARDEN GROUP** will notify the chairperson of the **BQLT** Garden Operations Committee (or, if the chairperson is unavailable, the **BQLT** Executive Director or a **BQLT** Board officer) of any injury to any person using the Garden or Garden sidewalk, or

of any loss or damage to any portion of the Garden or to any property within the Garden, within three (3) days of such injury, loss or damage.

10. **TERMINATION OF AGREEMENT WITH WRITTEN NOTICE:** The **BQLT** may terminate this Agreement by providing written notice to the **GARDEN GROUP** by either of the following two procedures:

- (A) The **GARDEN GROUP** will have thirty (30) days to correct any violation of the terms of this Agreement (i.e., the “cure period”) after receiving written notification of the violation (by certified mail, return receipt) from the chairperson of the **BQLT** Garden Operations Committee (or from another **BQLT** official as designated by the **BQLT** Board of Directors) (**note:** the chairperson of the **BQLT** Garden Operations Committee – or another **BQLT** official as mentioned above – may set the cure period at less than 30 days if, in the discretion of the chairperson, the violation must be corrected in less than 30 days).

If the violation cannot be corrected within the cure period, the **GARDEN**

GROUP may immediately contact the **BQLT** (the chairperson of the **BQLT** Garden Operations Committee or, in his/her absence, any officer of the **BQLT** Board of Directors) to request a reasonable amount of time beyond the cure period to correct the violation.

If the **GARDEN GROUP** fails to correct the violation within either the designated cure period or the extended period, if approved by **BQLT**, then the chairperson of the **BQLT** Garden Operations Committee may terminate this Agreement through written notification to the contact person of the **GARDEN GROUP** by certified mail, return receipt. **BQLT** may also send copies of the notification to all members of the **GARDEN GROUP** on the membership list, with addresses, as provided to **BQLT** by the **GARDEN GROUP**.

- (B) If the **BQLT** Board votes in favor of replacing the **GARDEN GROUP** with a new group as described in the **BQLT** Bylaws under Article 11, Grievance Procedure for the **BQLT**, Step 6, Recruitment of New Garden Group, then this Agreement is automatically terminated. The **BQLT** Board will notify in writing the contact person of the **GARDEN GROUP**, by certified mail, return receipt, that the Agreement is terminated. The **BQLT** may send copies of the notification to all **GARDEN GROUP** members on the membership list, with addresses, as provided to **BQLT** by the **GARDEN GROUP**.

11. **SUSPENSION OF AGREEMENT *WITHOUT WRITTEN NOTICE***: This Agreement may be suspended, after authorization from the **BQLT** Board, by the chairperson of the **BQLT** Garden Operations Committee (or by another **BQLT** official as designated by the **BQLT** Board of Directors) without prior written notice

to the **GARDEN GROUP** for any of the following violations of this Agreement:

- (A) Use of the Garden for any illegal purpose, including drug sales or use.
- (B) Creation of a danger to the neighborhood, such as accumulation of garbage, existence of a fire hazard, or any other condition potentially harmful to the Garden or other persons or property near the Garden.
- (C) Abandonment of the Garden.

If the **GARDEN GROUP** exists at the time the Agreement is suspended, the **BQLT** will notify in writing the contact person of the **GARDEN GROUP**, by certified mail, return receipt, within a reasonable time after suspension of the Agreement, that the **GARDEN GROUP** can no longer use the Garden and must arrange with the **BQLT** a date and time to remove from the Garden any personal property. The **BQLT** may send copies of the notification to all members of the **GARDEN GROUP** on the membership list, with addresses, as provided to **BQLT** by the **GARDEN GROUP**.

12. **RESULT OF TERMINATION, SUSPENSION OR EXPIRATION OF AGREEMENT:** If the Agreement is terminated or suspended, or expires, then the **GARDEN GROUP**, if it has not already done so, must leave the Garden and provide **BQLT** with the keys to all gates, sheds, structures, storage containers, etc.
13. **REMOVAL OF CERTAIN PROPERTY AFTER TERMINATION:** Once this Agreement expires or is terminated for any reason, the **GARDEN GROUP** will remove from the Garden all personal property belonging to the **GARDEN GROUP**. The following items are **NOT** the personal property of the **GARDEN GROUP** and will remain in the Garden: plants, trees, shrubs and any vegetation; and any structures, improvements or additions donated to the Garden, including tables, benches, wood for raised planting beds, materials for paths and patios, gazebos, sheds, fences, etc.
14. **COMPLIANCE WITH LAWS, ETC., AND VIOLATIONS:** The **GARDEN GROUP** agrees to faithfully perform and carry out the provisions of this Agreement and the bylaws, policies and rules of the **BQLT**, and to cause the **GARDEN GROUP** and its volunteer members, agents and employees (if any) to comply with all federal, state and local laws and ordinances applicable to the Garden and the **GARDEN GROUP'S** use and occupancy of the Garden property. If fines and/or penalties are incurred at any time due to the violation by the **GARDEN GROUP** of any laws and/or ordinances, such as the failure to keep the sidewalk clean of trash and free of snow, then the **BQLT** Board of Directors, in its sole discretion, may require the **GARDEN GROUP** to pay these fines and/or penalties.
15. **NOTICES AND CONTACT PERSONS:** All correspondence regarding this Agreement (except for written notices to the contact person of the **GARDEN GROUP** about violations, cure periods, suspension and termination of this Agreement which must be sent by certified mail, return receipt) is to be sent by regular, first-class mail (at a minimum) to the contact persons and addresses listed below. The **GARDEN GROUP** will promptly notify **BQLT** of any change in the contact persons, address or telephone number. Notice to the contact persons for the **GARDEN GROUP** is also notice to the **GARDEN GROUP**.

(A) For **BQLT**:

XXXXXXXXXXXXXXXXXXXXX, *President*
XXXXXXXXXXXXXXXXXXXXX, *Secretary*
XXXXXXXXXXXXXXXXXXXXX, *Operation Committee Chairman*
XXXXXXXXXXXXXXXXXXXXX, *Property Management Chairman*

(B) For the **GARDEN GROUP** (at least three people will be listed):

(1) Name: _____

Address: _____

City/State/Zip Code: _____
Day Telephone: _____
Evening Telephone: _____
Cell #: _____
E-Mail Address: _____

(2) Name (Primary Contact): _____
Address: _____

City/State/Zip Code: _____
Day Telephone: _____
Evening Telephone: _____
Cell #: _____
E-Mail Address: _____

(3) Name: _____
Address: _____

City/State/Zip Code: _____
Day Telephone: _____
Evening Telephone: _____
Cell #: _____
E-Mail Address: _____

16. **NONDISCRIMINATION:** The **GARDEN GROUP** may not discriminate in any way against any person on grounds including, but not limited to, race, creed, culture, ethnicity, color, religion, national origin, sex, health status, age, income, place of residence, marital status, veteran's status, physical appearance, English proficiency, handicap or sexual orientation.
17. **HEADINGS:** The paragraph headings contained in this Agreement are provided for convenience only and do not enlarge or limit the scope or meaning of the various and several paragraphs in the Agreement.
18. **CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE:** This Agreement was executed in the City of New York, State of New York, and will be governed by and interpreted in accordance with the laws of the State of New York. Any and all claims asserted by or against **BQLT** arising under this Agreement or related to this Agreement will be heard and determined either in the federal courts of the United States located in New York City or in the courts of the State of New York

located in New York City. If agreeable to all parties, any legal dispute may be settled through arbitration and/or mediation rather than through the court system.

- 19. **SEVERABILITY:** If one or more of the provisions of this Agreement are held unenforceable for any reason, each and all other provisions will remain in full force and effect.
- 20. **NONASSIGNABLE:** This Agreement cannot be assigned or transferred in any way to another party by the **GARDEN GROUP**.
- 21. **ENTIRE AGREEMENT:** This Agreement represents the entire Agreement between the parties and cannot be changed or modified except in writing and signed by **BQLT** and the **GARDEN GROUP**.

IN AGREEMENT WITH THIS PAGE AND THE ABOVE TWELVE (12) PAGES, the parties have placed their signatures below:

XXXXXXXXXXXXXXXXXX, President

The Brooklyn Queens Land Trust

DATED: _____

GARDEN NAME
Garden

Title (if any) _____

DATED: _____