

## Thanks for your interest in SchoolGrown!

We are grateful for your commitment to helping SchoolGrown bring healthy, local produce and hands-on education to your community. The following information will start the process.

**Site Checklist** - Make sure a LEAF will thrive in your space. Please send photos or a short video about your site to [info@schoolgrown.org](mailto:info@schoolgrown.org). The site needs to have:

- ☐ A Flat (less than 10% slope), 40 x 70 foot plot of land
- ☐ Good Sun Exposure
- ☐ Access to Water
- ☐ Access to Power
- ☐ Vehicle Access
- ☐ Security in the Area (For example: Is area fenced?)

**Draft Lease Agreement** - A draft lease agreement is at the end of this PDF. Use it as a starting point. Your school or community may have other requirements.

**Survey of Community Support** - We need to know that your community is interested in supporting this program. Can you identify CSA participants? Business sponsors/donors? Please tell us about the support in your community.

**Support for other LEAF Sites** Our model for operation works when we have 10 LEAF greenhouses within approximately a one hour drive of each other. The reason for this is that SchoolGrown staff maintain the LEAF year round and helps the community in all areas of CSA and community outreach.

**Commitment to attending a Champion Seminar** - SchoolGrown will hold seminars about Champion best practices, including tips, ideas and other information to help the project launch. As the project Champion for your area we ask for a commitment to attend (webinar) (IRL)

## Facilities Use Agreement

This Facilities Use Agreement, executed this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between \_\_\_\_\_, hereafter referred to as Organization and SchoolGrown, a non profit organization and hereafter referred to as SchoolGrown.

### WITNESSETH:

That for and in consideration of the payment of the lease of land and the performance of the covenants contained herein on the part of SchoolGrown, and in the manner herein specified, Organization does hereby provide unto SchoolGrown, and SchoolGrown accepts from Organization, those certain premises, with the appurtenances, hereinafter called "premises," to be used for the purposes of a greenhouse educational setting; said premises currently being described as a 40 ft x 70 foot plot of land, located at \_\_\_\_\_. Title to the land upon which the greenhouse is to be placed is owned by \_\_\_\_\_.

It is further mutually agreed between the parties as follows:

1. The term of the facilities use agreement is (3) three years commencing on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and ending on the \_\_\_\_ day of Month, 20\_\_ for the total rent of \$1 per year. This facilities use agreement may only be extended for (1) one year terms by written mutual agreement of the parties. In the event that an extension is not executed, this use agreement shall revert to a month-to-month tenancy subject to cancellation upon thirty (30) days written notice of either party.
2. SchoolGrown shall pay a flat fee of \$100 per month to compensate Organization for gas, electricity and water used by School Grown at the premises. This amount shall be paid quarterly, and is to be received at the Organization's designated address on the first day of each quarter beginning \_\_\_\_\_. This amount shall be adjusted annually based on annual increases or decreases in Organization's utility costs.
3. Organization may terminate this facilities use agreement upon three days written notice if the premises are used for any purpose other than those set forth in this facilities use agreement, upon any other failure of SchoolGrown to comply with the terms of this facilities use agreement and/or upon SchoolGrown's failure to comply with any applicable federal, state, or local law or regulation or Organization policy.
4. Organization or SchoolGrown may terminate this facilities use agreement at any time upon mutual agreement.
5. SchoolGrown shall not sublet the whole or any part of the premises, nor assign this facilities use agreement, nor any rights hereunder, nor make any alterations to the premises, nor directly or indirectly use or allow the premises to be used for any other purpose other than that for which the premises are provided without the written consent (which shall not be unreasonably withheld) of Organization. Organization agrees to the use of this land as a greenhouse educational setting for SchoolGrown.

7. If Organization requests that at any point during the educational setting that individuals, such as Interns, will have more than limited contact with students, a criminal background check through the Department of Justice will be completed prior to individuals working with students.
8. Organization shall not be liable for any damages to any property of the SchoolGrown greenhouse upon the premises from any cause whatever, except damages resulting directly from Organization's use of premises.
9. Organization does not hold title to the greenhouse and is therefore not responsible for making repairs. SchoolGrown therefore agrees to assume responsibility for any and all necessary repairs. Organization reserves the right to determine the minimum level of repair that must be maintained on the building and shall have the right at all reasonable times to enter the premises for inspection purposes.
10. SchoolGrown agrees to surrender the premises at the termination of the tenancy in the same condition as when received by School Grown, reasonable use and wear thereof and damage by "acts of God" excepted.
11. SchoolGrown shall provide Organization with a certificate of insurance with an endorsement naming the Organization as an additional insured with a minimum limit of general liability insurance coverage of \$1,000,000. Proof of this insurance shall be provided annually to Organization.
12. SchoolGrown agrees to indemnify and hold harmless Organization from any cause of action arising out of or in any way connected with SchoolGrown's use and/or occupation and/or possession of the above described premises. (Organization does, however, retain liability for its activity at premises.) SchoolGrown shall provide that Organization has no liability whatsoever arising out of any activity that SchoolGrown undertakes at the premises or allows to be undertaken at premises. This includes potential claims from any third parties. In order to minimize such potential claims SchoolGrown shall not make any modifications, etc. to premises without written consent of Organization. In the absence of a written agreement to the contrary, any repairs or improvements to the premises shall become the property of the Organization without any compensation; even if the facilities use agreement is terminated prematurely at any time. SchoolGrown has the responsibility to immediately notify Organization of any conditions that could create a potentially dangerous situation. This includes situations that SchoolGrown is aware of or reasonably should be aware of by exercising its due diligence in this regard.
13. SchoolGrown agrees that the premises are in good and usable condition at the time of SchoolGrown's entry into possession; and waives all rights to make repairs at the expense of the Organization, as provided in Section 1942 of the Civil Code of the State of California; and waives all rights provided for in Section 1941 of said Civil Code.
14. Time is of the essence in each and every term and provision of this facilities use agreement.

**IN WITNESS WHEREOF**, the Organization and SchoolGrown have executed this facilities use agreement on the dates indicated below:

<b>By:</b>  Organization: _____  _____  Print Name: _____  _____  Title: _____  Signature: _____  Date: _____	<b>By:</b>  Jon Parr, President  School Grown  Date: _____
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