

Letter of Agreement

For the management and operation of a centre median garden project at _____
(the “Garden” location) in the _____ neighbourhood. Between
_____ (the “Resident”), and the City of Saskatoon (the “City”).

Purpose of Letter of Agreement: This agreement defines the terms and conditions under which the Resident and the City will manage, organize, and coordinate the centre median garden project (this “Agreement”).

Term: This Agreement will be for three years/growing seasons from _____ to _____, (the “Term”). The Term may be extended for further growing seasons upon mutual agreement.

THIS AGREEMENT CONTAINS A WAIVER OF LIABILITY.

General Conditions:

The Resident agrees to be responsible for the following:

- Abiding by all criteria described in the Centre Median Garden Guidelines, and any additional site-specific criteria provided by the City.
- Ensuring that any other participants in the garden are aware of and abide by the obligations set forth in this Agreement.
- Ensuring that any noxious weed orders are remedied as per the *Provincial Weed Control Act*.
- Sharing their contact information and garden location with the City for tracking and monitoring purposes.
- If they no longer wish to garden, they will either:
 - Return the Garden area to its original condition at their own expense, or
 - Notify the City through the Centre Median Garden Registration form that they have found someone else to take responsibility for the garden. Gardeners who do not inform the City of the change risk being held responsible for garden clean up after they have stopped gardening.

The City agrees to be responsible for the following:

- Timely review of Garden Applications and response to the resident
- Ensuring that all City departments are informed about the garden and location
- Where possible, communicating with the resident in the event of street work that may impact the Garden

The City is NOT responsible for any loss or damage to any produce, equipment, tools, or structures left at or associated with the Garden site.

If the Garden or the operation thereof causes damage to any City property or incurs any costs to the City, including, but not limited to, by failing to maintain the Garden site in any way, having temporary structures on the Garden site between October 15 and June 15 of the following year, or otherwise failing to follow the Centre Median Gardening Guidelines, the City may remedy the issue and bill the Resident for the cost to the City.

By signing this Letter of Agreement, the Resident represents that they understand the scope of their responsibilities and their obligations as gardeners in this Centre Median Garden project.

Termination:

The City has the right to terminate this Agreement in the event of the following:

- If repeated Bylaw or Guidelines infractions are not addressed in a timely manner.
- If adjacent fire hydrants are blocked or visibility is manipulated by the placement of Garden structures and vegetation.
- If the use of the Garden site causes damage to the surrounding area in two or more instances during one growing season. Examples of damage that would be considered serious are:
 - Vehicles accessing the garden site, driving on and causing damage to turf, trees, or fixtures,
 - Garbage from the Garden site being scattered or being allowed to scatter to other locations, or
 - Water being allowed to run excessively causing flooding in the Garden area or other locations.

If the City determines that the Garden project should be terminated for the reasons set forth above, the Resident will be responsible for the costs incurred to restore the site to its previous condition.

If the City decides to terminate the Garden project prior to the agreed upon term length, for reasons other than those stated above, then the City will pay to restore the site to a condition compatible with the surrounding area.

Any party may terminate this Agreement for any reason by providing 30 days written notice to the other parties.

Waiver of Liability:

In consideration for the opportunity to operate the Garden and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Resident on their own behalf and on behalf of their heirs, administrators, successors, assigns, insurers, estate and anyone else who may make any claim for or on their behalf, hereby irrevocably and unconditionally states and agrees as follows:

1. I understand and agree that I am voluntarily operating the Garden at my own risk. I acknowledge that there are inherent dangers, hazards, and risks (collectively, "Risks") associated with any physical activity, and with any activity near or on a roadway. I freely accept and fully assume all

responsibility for the inherent Risks and for any personal injury, death, property damage, or any other loss or injury which might result, either directly or indirectly, from my operation of the Garden, from the acts of others, or from the unavailability of emergency medical care.

2. I acknowledge that I have considered and evaluated the nature, scope and extent of the Risks involved with my operation of the Garden, and, notwithstanding these Risks, I hereby confirm and agree that I voluntarily and freely choose to assume these Risks.

3. I hereby waive any and all claims which I may have against the City and release and indemnify the City from any and all liability for injury, death, property damage or any other loss sustained by me or my next of kin as a result of operation of the Garden, due to any cause whatsoever, including, without limitation, negligence, breach of contract, or breach of any statutory or other duty of care by the City.

4. I acknowledge that if any portion of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue to be valid and enforceable. This Agreement supersedes any oral or written statements made by any of the City in connection with the Garden or the Centre Median Garden program. This Agreement is governed by the laws in force in Saskatchewan (without regard to conflicts of laws) and operates to the benefit of the City, as well as its administrators, successors and assigns, and is binding on me and my heirs, administrators, successors, assigns, insurers and estate.

- ☐ I have communicated and informed impacted adjacent neighbours of this garden.
- ☐ I consent to being contacted by a City employee if they need to contact me for any centre median garden concerns.
- ☐ I will access the median safely, not run anything across the street, not change the grade of the garden space, and mow and maintain the buffer strip around my garden.