

# **USE AGREEMENT BETWEEN WALLA WALLA COMMUNITY COLLEGE AND CLARKSTON COMMUNITY GARDEN 2012-2016**

This Agreement is made and entered into by and between **Walla Walla Community College (WWCC)**, 500 Tausick Way Walla Walla, WA 99362 and the **CLARKSTON COMMUNITY GARDEN (CCG)** (a NON-PROFIT Corporation) 1122 Sixth Street, Clarkston, WA, 99403.

**Purpose** of this use agreement is to provide to all members of the public the opportunity to participate in a community garden under the supervision of the Clarkston Community Garden according to the Operating Rules it has adopted. CCG is comprised of volunteers from the city of Clarkston, city of Asotin and Asotin County. CCG has indicated the need to develop and maintain a Community Demonstration Garden as described on website [www.clarkstongarden.com](http://www.clarkstongarden.com).

**Relationship with WWCC;** the Clarkston Community Garden an independent association is not considered to be an agent or employee of WWCC for any purpose, and the members of Clarkston Community Garden are not entitled to any benefits that WWCC provides for WWCC's employees. WWCC has no involvement in the internal affairs of the association, nor any responsibility to third parties conducting transactions with the association. CCG officials are to manage the garden as described by their operating by-laws and rules as a service to the community, to provide a place of raised garden bed plots to raise vegetables, to educate the public in science based horticulture and health knowledge for home garden purposes, composting, to encourage youth and persons in need of gardening, and to provide organizations/individuals plots to grow vegetables for the own consumption and any excess be given to the Asotin County FOOD BANK.

**Location.** The property is located at 1440 Fair Street in Clarkston, Washington, and is more pecifically described as: A portion of N ½ of Section 20 of Township 11 North, Range 46 East W.M., Assessor's parcel number 1132000400001.

**Term.** The effective date of this agreement is January 1, 2012 and shall remain in effect until, December 31, 2016. If Clarkston Community Garden fails to use the community garden for a year, this agreement is automatically terminated. If in the event that a College building is funded for the site in the future, this agreement will be terminated with at least six months notice to Clarkston Community Garden. After the initial term, this agreement may be renewed thereafter for one additional five-year term until December 31, 2021, by written request from Clarkston Community Garden to WWCC and written approval from WWCC.

**Insurance.** Clarkston Community Garden will acquire a minimum of 2 million liability insurance coverage. A copy of the certificate shall be forwarded to WWCC within 30 days of the signature of this agreement to the Vice President of Finance at 500 Tausick Way, Walla Walla, WA 99362. Notice of cancellation or reduction in the type of coverage or limits of liability shall be provided 30 days prior to the change. Clarkston Community Garden shall provide a copy of the current Certificate of Insurance to WWCC by January 1 of each year of operation.

**Hold Harmless and Indemnify.** WWCC, its officers, employees and agents shall not be held liable



for any claims, liabilities, penalties, fines or for damages to any goods, properties or effects of any persons whatsoever, nor for any personal injury or death, caused by or resulting from any act or omission of Clarkston Community Garden, or by any of Clarkston Community Garden's officers, employees, agents, representatives, contractors, or subcontractors in the performance or nonperformance of this agreement.

**Termination of Agreement.** Either party, at their sole discretion, may terminate this agreement at any time upon the giving of six months written notice to the other party. At the termination of this agreement, Clarkston Community Garden shall peacefully surrender the premises and shall leave the buildings, improvements, and property in a clean and safe condition. Improvements which can be relocated by Clarkston Community Garden may be removed.

**Notice.** WWCC's representative for this contract shall be the Director of the Clarkston Campus (Janet Danley), or her designee, 1470 Bridge Street, Clarkston, WA 99403. WWCC shall not be liable for Clarkston Community Garden's reliance on directions received from any other officer or employee. Clarkston Community Garden's representative shall be the Clarkston Community Garden CEO, or their designee, P.O. Box 53, Clarkston, WA 99403. Clarkston Community Garden shall not be liable for WWCC's reliance on directions received from any other person. Any notice required to be given under this contract shall be given to the other party in writing to the person and at the address above stated. Any change in the designation of representative or address shall be made to the other party in writing.

**Warranties.** Clarkston Community Garden acknowledges that WWCC has not made any representations or warranties concerning its fitness for any purpose concerning the property, or any rights or obligations relative to the property created except as are stated or referred to in this writing.

**Compliance with Laws and Regulations.** Clarkston Community Garden shall conduct all activities in compliance with all federal, state, and local laws, ordinances, rules and regulations now or hereafter in force, which may be applicable to such activities.

**NOW, THEREFORE,** in consideration of the mutual benefits to be derived by the public and all parties to this Agreement, WWCC hereby grants to the **CLARKSTON COMMUNITY GARDEN** by this agreement to use the property North and across Fair Street from Walla Walla Community College campus on WWCC property, adjacent to the parking lot running West on Fair Street 140 ft from corner post 25ft from power pole. and North of Fair Street 200 ft., Clarkston, Washington, 99403 with conditions stated herein:

1. **WWCC** agrees to provide/allow the following:

- A. An area 140 ft. by 200 ft. located North of Fair Street adjacent to WWCC parking lot to be managed by CCG, a smoke free environment.
- B. Allow CCG to prepare the site by grading the surface for grass seeding.
- C. Allow CCG to lay a concrete pad and install four mulching bins for composting.

- D. Allow **CCG** to install around the perimeter an 8 ft. high cattle fencing on the rear three sides of the area and install chain link fencing 140 ft. by 6 ft. high along Fair Street frontage. Included in the chain link fence is a 20 ft. truck gate at the East end and a 4 ft. entrance gate accessibility by handicapped/disabled people near the parking lot, the western part of the fence. The entrance gate would have an arch on top of two basalt columns. Just adjacent to the gate would be a raised rock flower bed with a 6 ft. wide sign with **CCG identity/welcome** displayed.
- E. Allow **CCG** to connect to electricity (Avista) and water (PUD)
- F. Allow **CCG** to install an underground sprinkler system and above ground stub outs with water faucets for hose connections.
- G. Allow **CCG** to install raised beds above the ground and larger beds on the northern portion in the ground for larger crops.
- H. Allow **CCG** to place two non-foundation portable buildings; one storage shed 9 ft. by 12 ft. and a greenhouse 9 ft. by 10 ft.
- I. Allow **CCG** to landscape the Fair Street frontage with grass, sidewalks, and curbs and flowering trees.
- J. Allow **CCG** to use the site to raise funds, put on educational programs and use of media to promote site.
- K. **WWCC** will not allow authorize dumping of material at the garden without approval from **CCG** in accordance with its operating rules.

2. The **CCG** agrees to provide/allow the following at **No** expense to **WWCC**:

- A. Mowing of the area within the GARDEN area will be performed as frequently as needed.
- B. Raised bed layouts pleasing to the public are numbered and named. Construction of any phase or component of the project contained in this agreement is considered approved.
- C. The labor, rental services, materials, and hookups of water and electrical to fully construct and maintain the garden including landscape features, including costs of utility usage and assessments.
- D. Proof within 30 days of a 2 million dollar liability insurance and evidence prior to any construction.
- E. Coordinate and obtain all necessary permits in order to conform to codes and city regulations.



- F. Provide Litter Trash Cans and emptying of them.
- G. Provide Portable Sanitation, a rental device during the growing season.
- H. Provide the maximum access for the public.
- I. Provide raised beds for the handicapped, sponsored community programs for their own food consumption and beds solely for raising fresh produce for the Asotin Co. Food Bank.
- J. Provide and organize educational programs for the learning of vegetable growing, harvesting, composting, canning and food cooking.
- K. Develop a working relationship with horticulture classes and programs at WWCC that could involve use of specific beds, composting and the greenhouse.
- L. Dismantling of the GARDEN, including removing of all structures, equipment, disconnection of water and power is a condition to return the site to its original condition that best supports both parties approval.
- M. Provide the gate code and membership by CCG to WWCC.
- N. Allow CCG to obtain soil analysis before any in ground crop planting occurs to ensure there are no hazard elements.
- O. CCG CEO and Vice Chairman is responsible for all activity of the garden as outlined in the operating procedure.
- P. CCG shall not discriminate or permit discrimination on the basis of race, color, religion, national origin, age, sex or ability.
- Q. Allow anytime access to the garden for any purpose WWCC deems necessary.

In Witness Whereof the parties have signed and dated this agreement below:

Walla Walla Community College

Date: January 12, 2012

By: Steve Van Ausdle  
Steve Van Ausdle  
Authorized Representative  
President

Clarkston Community Garden

Date: Jan 5, 2012

By: Dan R. Cease  
Dan R. Cease  
Authorized Representative  
Chairman Executive Officer (CEO)