



Dear Prospective Gardener,

The City of Hollywood, Department of Parks, Recreation & Cultural Arts is excited to offer you the opportunity to grow your own healthy food by becoming a member of City's Community Garden. In addition to increasing your access to delicious produce, community gardens are also a fantastic way to build community with your neighbors. By participating in gardening, you have the opportunity to:

- G**row green
- A**ccess sustainable food
- R**espect the earth and all it has to give
- D**eepen your roots in your neighborhood
- E**njoy being active and outside
- N**ourish your mind and body

The community garden has fee-based plots available at Oak Lake Park. Plots are assigned on a first come, first serve basis. If demand exceeds capacity, current City of Hollywood residents will have priority over non-residents in plot assignments. Gardeners from the prior year who wish to retain their plot have the opportunity to submit their renewal application, prior to open enrollment for all new gardeners. *Renewal application must be submitted one (1) month prior to expiration of current permit to retain your plot.*

If you are interested in applying for or renewing a plot, please follow these steps:

- STEP 1** → Read the Community Garden Guidelines. Failure to abide by any of the Community Garden Program Guidelines may result in forfeiture of your plot with no refund. If your plot is forfeited for any reason, you will not be eligible to reapply for a plot for one full calendar year.
- STEP 2** → Complete the application (Page 2 and 3).
- STEP 3** → Submit completed application along with payment to:
Dept. of Parks, Recreation & Cultural Arts
1405 S. 28 Avenue, Hollywood, FL 33020

Once your application is accepted you will receive an official permit. If you have any questions or concerns, please contact the main office at 954.921.3404 or email us at parks@hollywoodfl.org.



COMMUNITY GARDEN APPLICATION

Please complete this application to apply for a Community Garden plot. There is a limit of two (2) garden plots per household. The application form must be signed and dated before it is processed.

NAME: _____ **PHONE:** _____

ADDRESS: _____ **CITY:** _____ **ZIP:** _____

EMAIL: _____

Select Preferred Site:

Oak Lake Park Community Garden, 3190 N 56 Avenue

Select Fee:

Annual Hollywood Resident Permit **\$30.00** (per plot) Annual Non-Hollywood Resident Permit **\$60.00** (per plot)

Select Number of Plot Type:

One (1) Two (2) One 18 square foot (6' x 3') plot

One (1) Two (2) ADA Accessible 18 square foot (6' x 3') plot
(Reserved for individuals with disabilities and/or senior citizens.)

TOTAL FEE(S): \$ _____

Types of plants do you intended to grow (Click all that apply, please list below): Fruits Vegetables

Your signature on this application form indicates that you have read, understood, and agree to abide by the terms of participation in the Community Garden Program contained in but not limited to the Community Garden Guidelines and Terms & Condition Form.

Signature: _____

Date: _____

Office Use Only:		Date Paid: _____
Receipt #: _____	Permit #: _____	Plot: _____

TERMS AND CONDITIONS

CONDITION PRECEDENTS– The Applicant shall post a bond, irrevocable letter of credit or official minted currency of the United States of America in the amount set forth on this form prior to the issuance of the permit under this Agreement. Said payment shall be a **Deposit which is non-refundable upon cancellation. All deposits are forfeited at the time of cancellation of the event, regardless of the date. The deposit cannot be forwarded to a future date.** Following the event, the deposit is refundable in no less than one hundred (120) days, upon a positive inspection of the facility and its premises, in lieu of any damage and/or theft. In addition to the **deposit**, applicant shall remit to the City the permit fee and charges indicated on the reverse side of this form shall be paid in full no later than thirty (30) days prior to the scheduled event.

TERM– This facility use agreement and recreational use permit shall be for the duration of the activity/event, and Applicant shall have the right or privilege other than that expressly provided for herein. The Applicant shall not remain in the possession of the facility or any other property provided by the City after the expiration of the term of the recreational use permit and any and all rights obtained under this Agreement shall not be valid at any future point in time.

USE OF THE PREMISES– The Applicant shall use the facility for the sole exclusive purpose of the activity/event described on this form and accepts the facility in its “As Is” condition at the time and date of the scheduled activity/event. Applicant shall return the property to the City in good condition promptly at the conclusion of the scheduled activity/event. The Applicant is responsible for maintaining the facility and its premises which includes but is not limited to the attached or immediately adjacent areas in a neat, clean, and sanitary condition during the time of the scheduled activity/event is in operation. Applicant shall be responsible for the removal of all garbage and/ or rubbish from the premises as well as the dismantling and removal of all equipment and structures placed at the facility and its premises by the Applicant.

DUTY TO USE REASONABLE CARE– Applicant shall use reasonable care and precaution at all times for the protection of persons and property on the premises/facility. Safety provisions of all applicable laws and ordinances shall be strictly observed. Applicant shall comply with any and all rules and regulations relating to the facility.

PERSONAL PROPERTY– CITY assumes no responsibility whatsoever for any property placed on the premises by Applicant, its employees, agents, invitees or contractors. CITY is hereby released and discharged from any and all liabilities any loss, injury or damage to such property that may be sustained by reason of the use and occupancy of the premises under this recreational use permit.

PERMIT– Upon approval and execution of this facility use agreement, a recreational use permit shall be issued to Applicant. The recreational use permit shall be placed at a visible location at the activity/event and shall remain on the site for the duration of the activity/event. The CITY reserves the right to refrain from issuing or to revoke the recreational use permits when the Director of Parks, Recreation & Cultural Arts or his/her designee in good faith believes that allowing the proposed activity/event or the continuation of the activity/event would endanger the public health, safety, welfare or the other property.

FINANCIAL RESPONSIBILITY– The Applicant shall be financially responsible for any and all violations of disposal procedures established by the CITY or any other governmental body having jurisdiction over the facility and the surrounding property. The Applicant shall also be financially responsible for any cleaning, replacement and repair of the facility and surrounding property required to be done by the CITY after the completion of the activity/event. Further, Applicant shall be responsible for expenses incurred by the CITY as a result of the use of City personnel (“Personnel Expenses”) in the form of a Recreation and Parks detail, Fire Marshal Detail or Police Detail. The CITY, in its sole discretion, may apply the unexpended portion of the Cleaning Security to the payment of the Personnel Expenses.

ASSIGNMENT– Applicant shall not assign or transfer this Agreement and recreational use permit or its rights, privileges or interests there upon without the prior written consent of the City.

INDEMNIFICATION– Applicant agrees to indemnify and hold harmless the City, its agents, officers, and employees, from and against any and all claims, suits, actions, damages, or causes of action arising during the term of this facility use permit for any personal injury, loss of life or damage to the property sustained by reason of or as a result of the use of the facility for which this facility use permit is entered into. Such obligation to indemnify and hold harmless shall continue notwithstanding any negligence or comparative negligence on the part of the City relating to such loss or damage and shall include all costs, expenses and liabilities incurred by the City in connection with any such claim, suit, action or cause action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. These provisions shall survive the expiration or earlier termination of this recreational use permit. Nothing in this recreational use permit shall be construed to affect in any way the City’s rights, privileges, and immunities under the doctrine of “sovereign immunity” and as set forth in Section 768.28, Florida Statutes.

INSURANCE– Applicant shall maintain, at its sole expense during the term of this Agreement general liability insurance covering the facility/ property and the resultant uses thereof, naming the City as additional insured, in an amount not less than \$1,000,000 in General Liability per occurrence and in an amount not less than \$50,000 for Fire Damage, for each occurrence. Applicant shall provide a certificate of insurance as evidencing the existence of such insurance and the certificate shall include that the City shall receive notification not less than thirty (30) days prior to the cancellation, expiration or termination of the insurance. In the event that Applicant is unable to obtain such insurance, Applicant shall be required to pay the City for such insurance which the City may obtain under its self-insurance policy. Such payment shall be made prior to the issuance of the recreational permit.

SPECIAL CONDITIONS– This Agreement and the recreational use permit may be terminated without notice in the event of threat to the public health, safety or welfare as may be determined in the sole discretion of federal, state or local officials charges with making such determinations. The City shall not be liable to the Applicant for any losses incurred by reason of such termination.

PUBLIC SAFETY– The Applicant shall not distribute any handbill or other advertising materials, nor solicit donations for charitable purposes during the term of the activity/event. The Applicant shall not in any way obstruct, delay or interfere with the free movements of any person against that person’s will or seek to coerce, or physically disturb any other person, or vehicular traffic, during the term of the activity/event. Any violation of this provision shall result in immediate termination by the City and may result in the denial of future applications.

ENTIRE AGREEMENT– This Agreement, any Addendum thereto (as indicated on the first page of this Agreement), and the recreational use permit shall constitute the entire agreement and understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written, and this Agreement may not be altered, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties and approved by the City Attorney. Nothing in this agreement and the recreational use permit is intended or should be construed as in any way creating or establishing the relationship of partners or joint ventures between the City and Applicant.

GOVERNING LAW– The validity, construction and effect of this Agreement and the recreational use permit shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of the terms of this recreational use permit shall be litigated in Broward County, Florida.

PREVAILING TERMS & CONDITIONS– In the event of a conflict between the pre-printed terms and conditions of this Agreement and the recreational use permit and the terms and conditions of any other document pertaining to the services/performance covered by the permit, the printed terms and conditions of this recreational use permit shall prevail.

ENDORSEMENT BY CITY ATTORNEY– The City Attorney has endorsed and approved the pre-printed terms and conditions of this Agreement as to form and legality. No modifications of any of the pre-printed terms and conditions contained herein are enforceable against the City unless they are endorsed by the City Attorney..

I/we hereby acknowledge that I/we have read and received a copy of the Rules and Regulations and will abide by the same. All applicants are required to inform the City of Hollywood employees whenever an accident and/or injury occurs on our locations. We must be provided with a name, address and phone number. Call Parks, Recreation, & Cultural Arts 954.921.3404 within 12 hours of accident.

I have read and agree to the terms and conditions indicated, set forth herein.

APPLICANT APPROVED BY: _____	DATE _____	DIVISION MANAGER / ASSISTANT DIRECTOR: _____	DATE _____
FACILITY SUPERVISOR: _____	DATE _____	CITY MANAGER DESIGNEE / DEPT.DIRECTOR: _____	DATE _____

All Rules and Regulations concerning Parks and Park facilities are contained in Chapter 103 and 113 of the City Code of Ordinance, as amended from time to time and as set forth in the Rules and Regulations reviewed by applicant. All terms and conditions set forth above are hereby incorporated by reference and applicant acknowledges and represents that he/she is aware and agrees to such terms and conditions.