

**LICENSE AGREEMENT BETWEEN THE CITY OF MADISON
AND MASTER GARDENERS OF NORTH ALABAMA, INC.**

This License Agreement (the "Agreement") is entered into this ____ day of March 2025, by and between the City of Madison, Alabama, a municipal corporation in the State of Alabama (hereinafter referred to as the "City" or "Licensor"), and Master Gardeners of North Alabama, Inc., an Alabama non-profit corporation, (hereinafter referred to as "MGNA" or "Licensee").

WHEREAS, MGNA is an all-volunteer, non-profit organization; and

WHEREAS, MGNA provides a public benefit by offering services including community landscaping beautification projects, community vegetable gardens, school gardens and classroom projects, and environmental awareness education; and

WHEREAS, the City currently has unused land available on the grounds of the Madison Community Center (hereinafter referred to as the "Premises"); and

WHEREAS, the Premises is shown on the drawing attached hereto as Exhibit "A"; and

WHEREAS, MGNA desires to locate a greenhouse and ancillary structures on the Premises (hereinafter the "Greenhouse"); and

WHEREAS, the Greenhouse will provide a learning environment for members of the Madison community; and

WHEREAS, the City has determined that entering into this Agreement will serve a public purpose;

NOW THEREFORE, for and in consideration of the mutual covenants herein, the parties agree as follows:

1. Greenhouse License. The City grants MGNA a license to construct and maintain the Greenhouse (24' x 60') and its foundation (the "Greenhouse") and to use one storage shed located on the southeast corner of the Premises, as depicted in Exhibit A, subject to the terms and conditions set forth herein.

The design, construction, and maintenance of the Greenhouse and all other structures on the Premises are subject to the approval of the City's Director of Facilities and Grounds, with said approval not to be unreasonably withheld. MGNA shall maintain the Premises and all structures located there in a safe and attractive condition and in accordance with applicable City building and safety codes.

2. City Obligations. In addition to the provision of the Greenhouse License described in Section 1, the City will:

- (a) Following completion of the Greenhouse building, construct a sidewalk extension to the Greenhouse entrance from the existing sidewalk in accordance with applicable City codes.
- (b) Provide and pay for electric, gas, and water utility connections and service to the Greenhouse.

3. MGNA Obligations. In addition to other obligations provided in this Agreement, MGNA shall:

- (a) Ensure that a properly licensed and insured contractor constructs and installs the Greenhouse and that it complies with all City building codes and permitting requirements. MGNA shall ensure that contractor holds Owner harmless and indemnifies it from and against any damage or injury that occurs during Greenhouse construction, and MGNA shall ensure that contractor lists the City as an additional insured on its policies covering the work.
- (b) Restore any damage to City property at its own cost and expense within seven (7) days' written notice to City, or within a reasonable period of time as determined by the Director of Facilities and Grounds.
- (c) Provide annual soil testing to determine pH, nutrient levels, organic matter, and contaminants at the site .

4. Term & Termination. The term of this agreement shall be ten (10) years commencing on the effective date of this Agreement. At the end of the initial term, the parties may renew this agreement for two (2) additional five (5) year terms upon mutual written agreement. Either party may terminate this agreement upon ninety (90) days' notice with or without cause. At the end of the term or upon termination of this Agreement, MGNA shall remove the Greenhouse and all of its property and equipment at its own expense. The Director of Facilities and Grounds may authorize an extension of time for MGNA to remove its property.

5. Costs. MGNA shall bear all costs related to the construction and maintenance of the Greenhouse and related improvements to the Premises.

6. Consideration for Use of Premises. In consideration for the use of the Premises, MGNA shall utilize the Premises for programs and activities that provide a public benefit. Those activities include but are not limited to the following:

1. Provide a community garden program for City residents.
2. Provide gardening classes and a learning environment for members of the Madison community, including Senior Center members.
3. Collaborate with the Madison Department of Parks and Recreation to offer support and educational workshops.
4. Provide periodic flower bed maintenance services on the grounds of the Madison Community Center on an as-needed basis in coordination with the Department of Facilities & Grounds.

7. Use of Premises. MGNA shall fully and promptly comply with the valid requirements of public authorities regarding the manner of the conduct of its possession of the Property. MGNA agrees to use the Property only for the purposes stated in this Agreement, with any change in use to be approved in advance and in writing by City. MGNA shall not possess, store, or use any hazardous materials on the property, including but not limited to gasoline, fireworks, and other highly flammable or explosive materials. Lessees agree not to engage in any illegal activities on the property.

8. Care of Premises. MGNA shall not permit, allow, or cause any act or deed to be performed or any practice to be adopted or followed in or about said Premises which shall cause, or be likely to cause, injury or damage to any person or to said premises or to the building. Lessees agree to permit no waste of the property but to take good care of same and upon termination of this Agreement, to surrender possession of same without notice, in as good condition as at the commencement of the initial term, reasonable wear and tear expected.

9. Indemnification; non-liability. MGNA shall indemnify and hold harmless and does hereby agree to indemnify and hold harmless the City of Madison, its officials, officers, elected officials, employees, agents, contractors, and volunteers performing an authorized city function, (hereinafter referred to as "indemnitees") from and against any and all claims, liability, loss, judgments, suits, penalties, costs, expenses and damages aforesaid (including but not limited to reasonable attorneys' fees and expenses and court costs and fees). MGNA's duty to indemnify shall not apply to loss, injury, death, or damage arising by reason of the willful, intentional, reckless, or grossly negligent conduct of the indemnitees. MGNA's duties hereunder shall survive the termination or expiration of this Agreement.

Nothing contained in this Section 9 shall be construed as a waiver of any immunity or statutory protection of the City of Madison, Alabama, and no third party may expand any recovery against the City due to Licensee's duty of indemnification.

10. Insurance. MGNA shall obtain and maintain in effect throughout the term of this agreement, Commercial General Liability with the following minimum limits:

\$1,000,000 Per Occurrence Limit
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Products/Completed Operations
\$2,000,000 General Aggregate Limit

Such insurance shall be written on an occurrence basis and shall specifically insure MGNA against all liability assumed by it hereunder as well as liability imposed by law. The City of Madison, its officers, employees, elected officials, agents, contractors, and specified volunteers shall be named as additional insureds through ISO Additional Endorsement CG 20 10 or equivalent that is sufficient to provide coverage for ongoing operations and CG 20 37 or equivalent to provide coverage for completed operations. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, employees, elected officials, agents, contractors, or specified volunteers except it shall be limited except in the case of the indemnitees' willful, intentional, reckless, or grossly negligent conduct. Coverage under the Licensee policy shall be written or endorsed to provide primary coverage to any other valid or collectible insurance. Any City of Madison coverage is noncontributory. Licensee shall provide a Certificate of Liability Insurance evidencing required insurance coverage and contractual verbiage upon Greenhouse completion and prior to the commencement of any use of the facilities; however, failure of The City to procure the Certificate of Insurance does not waive any insurance provisions. The Certificate Holder section shall read as follows:

*City of Madison, AL its officers, employees, elected officials, agents, contractors, and specified volunteers.
Attn: City Clerk-Treasurer
100 Hughes Road
Madison, AL 35758*

Such policy of insurance shall be issued by a company authorized to engage in the insurance business in the state of Alabama and shall be approved by the City Attorney of the City of Madison prior to Licensee entering upon the Premises upon the terms of this agreement. It is not the intention of the parties to limit the insurance coverage to the minimum limits stated in the contract, but the entire limits of coverage carried if limits are higher than those noted on the Certificate of Insurance.

11. Default. In the event that MGNA violates a term of this Agreement and fails to cure said violation within ten (10) days' notice from City or MGNA fails to pay any amount due under this Agreement, the parties acknowledge such violation or failure to pay shall be grounds for eviction and termination of this Agreement. Upon termination, MGNA shall vacate the Property as specified in Sections 4 and 8 of this Agreement.

12. Dispute Resolution. Should a dispute arise from this Agreement, the Parties agree to attempt an amicable resolution through negotiation and/or mediation at the sole option of City. If unresolved, disputes shall be settled by litigation in the courts of Madison County, Alabama. Lessor may recover reasonable costs and attorneys' fees. This Agreement is governed by laws of the State of Alabama.

13. Miscellaneous.

- (a) This Agreement shall not be amended or assigned except by written instrument signed by the parties hereto.
- (b) This Agreement, together with all exhibits, constitutes the entire agreement between the parties.
- (c) Licensee shall not be excused from complying with any of the terms and conditions of this Agreement by any failure of the City upon one or more occasions to insist upon or to seek compliance with any such terms or conditions, nor shall such failure on the part of the City be construed or held to be a waiver of the City's rights thereafter to strictly enforce any provision of this Agreement.
- (d) The headings and captions of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the intent or scope of this Agreement.
- (e) If, for any reason, any agreement(s), provision(s), or term(s) of this Agreement (whether material to the bargain of City and Licensee or not) should be declared illegal, null and void, unconstitutional or unenforceable, in whole or in part, by any court of competent jurisdiction, the offending portion of this Agreement shall be deemed severed from this Agreement as though the same was never a part of it; provided, however, the remainder of this Agreement shall not be impaired and shall remain in full force and effect according to its remaining agreements, covenants, provisions and terms.
- (f) The parties represent and warrant that they have full authority to enter into this Agreement.
- (g) All notices to City and MGNA under this Agreement may be provided by e-mail or certified mail as follows:

If to City:

Gerald Smith, Director of Facilities and Grounds
CC: Legal Department
100 Hughes Road
Madison, Alabama 35758
Gerald.smith@madisonal.gov
legal@madisonal.gov

If to MGNA:

Carolyn Wade
Master Gardeners of North Alabama, Inc.
Charles Stone Agricultural Center
819 Cook Avenue
Huntsville, AL 35801
cbwade9@gmail.com

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under their respective seals and delivered as of the date first above written.

City of Madison, Alabama,

Attest:

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that Paul Finley and Lisa D. Thomas, whose names as Mayor and the City Clerk-Treasurer, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this _____ day of March 2025.

Notary Public

MASTER GARDENERS OF NORTH ALABAMA, INC.

By: _____

Its: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that _____, whose name as _____, of the Master Gardeners of North Alabama, Inc. is signed to the foregoing instrument, and who was made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such officer and with full authority, executed the same voluntarily.

Given under my hand and official seal this _____ day of March 2025.

Notary Public