

PROJECT LEADER, please complete (print) and submit to your property management office
(along with the completed general Ideas Marketplace Application)
Submit signed form to the Fund for Public Housing and NYCHA Risk Management Department

PROJECT REQUESTED *(Check all that apply)*

- Flower/Herb Garden Vegetable Garden Garden Size _____ ft. x _____ ft.
- Raised Beds Number of Raised Beds _____
- Planting Trees Removing Trees Greenhouse
- Compost Bins Handicap Accessible Gardening Bench Installation
- Creating Pathways Installing Fencing Removing Fencing
- Installing Water Hook Up (including hose bibb, water line and controls/valves in the adjacent building)
- Permanent Sustainability Educational / Art Installation *(describe)* _____
- _____
- Other Grounds Improvement Projects *(describe)* _____
- _____

Please submit a drawing or diagram of the location of your proposed project.

BOROUGH _____ DEVELOPMENT NAME _____

NYCHA RESIDENT PROJECT LEADER'S NAME _____ **DOB** _____ **HOME PHONE #** _____
(Please Print)

ADDRESS _____ **APT. #** _____

ZIP CODE _____ **CELL PHONE #** _____ **EMAIL ADDRESS** _____

COMMUNITY BASED PARTNER – ORGANIZATION NAME _____

STAFF MEMBER CONTACT NAME(S) _____

CBO MAILING ADDRESS _____

PHONE _____ **EMAIL ADDRESS** _____

NYCHA RESIDENTS WHO WILL BE KEY PROJECT LEADERS AND VOLUNTEERS *(attach additional sheet if necessary)*

| NAME <i>(Leader's on top)</i> | DOB | TELEPHONE NO | ADDRESS |
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LICENSE AGREEMENT

In consideration of the approval by the New York City Housing Authority ("Authority") of the application of which this License Agreement is a part, the licensee ("Applicant") hereby agrees (1) to be bound by any guidelines governing gardening and grounds improvement projects on NYCHA grounds described herein and which may be separately provided. (2) The Applicant certifies that any garden or permanent grounds change shall be used for the purposes indicated; that attendance shall not exceed the maximum capacity deemed safe by the Garden Leader; that the Applicant shall not make any additional physical alterations to the NYCHA grounds not specified on the first page of this form unless they have been pre-approved in writing by the Property Manager and the Fund for Public Housing/ Ideas Marketplace staff; that the Applicant will insure that the use of any electrical connection, water hook-up, installation or removal of fences and/or gates must be pre-approved by the Property Manager; All electrical or plumbing work must be done by a licensed professional and must be pre-approved by the Property Manager; Applicant may be held financially liable for compensating the Authority for any damages. (3) The Applicant is responsible for keeping gardens and NYCHA open space used for this project clean and free of debris. The Applicant will ensure that work taking place on the Ideas Marketplace project site or any related educational or community engagement activities taking place on the site shall not cause a disturbance to the residents living in the vicinity of the project; and that all outdoor project work and related activities shall not begin before 8:00 AM and must end by dusk; Any sub-contracted construction work must cease by 4:00 pm (4) The Applicant acknowledges that the Authority may cancel this License Agreement and withdraw approval at any time; with or without cause. (5) The Applicant represents and agrees that the following activities shall not take place: (a) any sale of consumption of alcoholic beverages, drugs or illegal substances, (b) any form of gambling, (c) any other form of illegal activity, (d) any commercial enterprise, (e) any partisan activity, or (f) any sale of tickets for events, including performances, solicitation of funds, raffles, or dances, unless prior approval has been granted. (6) Barbecuing within or around garden grounds is prohibited and grounds for terminating this Agreement. (7) Any minor children working as project volunteers must be supervised by their parent or guardian or the project leader must have written consent from the parent or guardian giving the minor permission to work on the project under the supervision of project leaders. (8) All gardens must have signage indicating the name of the resident garden leader. (9) Gardeners are encouraged to design 25% of their beds as raised beds accessible to seniors and physically challenged individuals. All paths installed in gardens or landscaped areas should take into consideration residents with mobility challenges. (10) Gardens may not exceed 360 square feet without express written consent of the Property Manager. (11) Gardeners are discouraged from planting non-native invasive species; The excessive use of non-living decorative ornaments is discouraged. (12) Gardens must be kept clean and free of garbage/debris/weeds at all times, and left neatly organized at the end of gardening season. Gardens are required to place their refuse in appropriate NYCHA bins designated for recycling and garbage. Garden leaders are encouraged to create options for on-site composting of vegetative waste from the garden. (13) During the gardening season, gardening tools may not be left out at the garden site when the garden is not attended by adult gardeners. Tools must be locked in a shed or otherwise agreed upon designated area in consultation with the NYCHA Development Maintenance supervisor when not in use both during gardening season and off-season. (14) When a gardener is no longer able to care for the garden or as plants die out, his/her garden must either be cleared out and the land must be restored to the original condition, or that garden may be passed on to other designated resident garden members or groups at the project leader's direction, and with the approval of the Ideas Marketplace staff and the NYCHA Property Manager. Residents returning to garden at the same location as in the prior year may leave perennials in the garden to allow for the following year's growth. (15) All gardens developed under the FPH/Ideas Marketplace program must be registered annually using this form. The term of this License Agreement is one year beginning on the latest date written below and ending one year thereafter. Should the Applicant desire to continue the project beyond the first year, the Applicant can resubmit this form to request a renewal of this Agreement. The original Application should be sent to the Fund for Public Housing, a copy should be retained by the NYCHA Property Management office, and the resident gardener should retain a copy of the approved application with the Property Manager's or Property Maintenance Supervisor's signature on it. (16) While Community building events (eg: Harvest Festivals, Health Fairs, Family Days) within or nearby a garden or other landscaped area are encouraged, they are NOT considered to be pre-approved by the approval of this form. Each garden-based event must be approved in writing by the Property Manager using NYCHA form 068.002, in advance of the event. (17) The Applicant further agrees to obtain and maintain evidence of insurance covering the project in compliance with the attached table of NYCHA Insurance Requirements, or request a waiver of such requirements, which must be submitted to ins.reg@nycha.nyc.gov and approved by NYCHA's Risk Management Department prior to the commencement of the project.

Acknowledgement of Agreement: ***I acknowledge that I have read and understand the agreement and will abide by the terms thereof:***

NYCHA Resident Applicant's Signature _____ Date _____

Community Based Organization Partner's Signature _____ Date _____

NYCHA Property Manager Signature _____ Phone _____ Date _____

