

**MEMORANDUM OF UNDERSTANDING
FOR USE OF
SOUTH LINCOLN STREET COMMUNITY GARDEN PROPERTY AT C.V. STARR**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into by and between the CITY OF FORT BRAGG, a municipal corporation (“City”) and the Fort Bragg Garden Club, a nonprofit corporation (“FBGC”). City and FBGC are individually referred to herein as “Party” and collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, City has acquired and is the owner of real property commonly known as the C.V. Starr Community Center (the “Property”) which is capable of and intended for community and educational purposes; and

WHEREAS, on September 9, 2019, the City of Fort Bragg adopted Resolution 4198-2019 declaring support for home and community gardening; and

WHEREAS, Garden Friendly Community (GFC) was formed to secure space and resources to develop and sustain home and community gardens in the City of Fort Bragg and to secure and seeks to provide a framework and support for self-organized gardeners to create and manage community gardens.

WHEREAS, Fort Bragg Garden Club (FBGC) was formed in 1955 to promote good gardening practices that result in productive and beautiful gardens in our North Coast community, and to provide educational opportunities for the community to learn about best practices for producing food.

WHEREAS, the Parties desire to cooperate to provide engaging and enriching gardening experiences for the broader community and to work collaboratively to make this vision a reality.

NOW, THEREFORE, for and in consideration of the collaborative agreements herein contained, the parties hereto agree as follows:

1. **TERM AND COMMENCEMENT**

This MOU will commence as of the date in which the latter of the signatories approve and execute this MOU and will continue thereafter for a period of 1 year. Upon expiration of the term, this MOU shall automatically renew for successive 1 year periods unless sooner terminated.

2. **CONSIDERATION**

The City grants to FBGC a non-exclusive license to use the Premises, known as the South Lincoln Street Community Garden, as defined in Section 3 of this MOU, in consideration of FBGC operating and maintaining a community garden with up to thirty individual plots made available for public use. The Parties agree to meet and negotiate should either Party wish to utilize additional area or implement additional programs or activities not authorized in this MOU.

3. **PREMISES COVERED**

The Premises covered by this MOU include approximately 8,100 square feet of the real property commonly known as the South Lincoln Street Community Garden located at the CV Starr Center, 300 South Lincoln, Fort Bragg, CA 95437 (the “Premises”). The Premises are more specifically identified in Exhibit A attached to this MOU. The Premises do not include any real or personal property not located at the CV Starr Community Center and not expressly identified in this MOU

4. **PERMITTED USES OF PREMISES**

FBGC may use the Premises or any portion thereof for garden, educational and community recreational activities related to gardening and to provide up to thirty individual plots for community gardening. Should FBGC wish to use the Premises to any purpose not set forth herein, the Parties agree to meet and negotiate.

5. PARTY OBLIGATIONS

A. FBGC Obligations. During the term of this MOU, FBGC hereby covenants and agrees to the following:

1. The FBGC shall monitor and ensure that the Premises shall remain in good state of condition and repair. FBGC shall notify the City immediately of any damage caused to the Premises by reason of the use of the Premises by FBGC, patrons, guests, and invitees. The City's reservation of rights to access and inspect do not limit FBGC's obligation for maintenance and repair.
2. Appoint a person with whom the City, or any authorized agent of the City, may confer regarding the terms of this MOU.
3. Comply with and enforce all zoning, environmental, and City rules, regulations, and policies applicable to the Premises or FBGC's operations thereon including those set forth in Exhibit B.
4. Pick up trash and debris at the Premises and deposit it into the proper trash bins following each use of the Premises by FBGC. FBGC will encourage users to safely and quietly use the Premises and comply with good neighbor practices.
5. Provide City with emergency contact information.
6. Be solely responsible for and make all necessary arrangements for electricity necessary for construction, operations, or maintenance of the Premises. City shall bear no responsibility for construction, operation, or maintenance of the Premises except as expressly set forth in this MOU.
7. Be solely responsible and pay to City the cost of water incurred by City to supply water to the Premises in excess of \$1,500 in any calendar year during the term of this MOU consistent with Section 5(B)(4) of this MOU.
8. Provide all irrigation lines, timers, fencing, security and a secured tool shed and any other equipment or facilities required for operation and use of the Premises for its intended purpose.
9. Require all persons to whom FBGC sublicenses or otherwise authorizes to use or operate a plot or plots or area within the Premises or who provide services in or to the Premises to enter into a gardener agreement and waiver of liability substantially in the form attached as Exhibit C.
10. Install and maintain a system to prevent entrance to the Premises outside of operating hours and when the Garden is unattended, such as a system of fences and locks, or other reasonable security measures.

B. City Obligations. During the term of this MOU, City hereby covenants and agrees to the following:

1. Appoint an employee with whom FBGC, or authorized agent of FBGC, may confer regarding the terms of this MOU.
2. Provide FBGC with emergency contact information.
3. City shall, at no cost to FBGC, provide up to a maximum of \$1,500 in water to the Premises per calendar year. City may, at no cost to FBGC, install a water meter at the community garden. The value of the water provided shall be determined using the cost incurred by the City for the provision of the water including the applicable water rate applied, infrastructure constructed or installed by City, or any other commercially reasonable cost incurred by City for the provision of water to the Premises. In no event

shall FBGC be entitled to receive compensation or reimbursement for not using \$1,500 of water in a calendar year.

4. City shall not be obligated to pay for water used at the Premises above \$1,500 in a calendar year and expressly disclaims any obligation to provide water above that amount.

6. REPAIRS AND ADDITIONAL IMPROVEMENTS

- A. FBGC shall be responsible for, and shall pay for, any and all repairs or replacements which are occasioned or are made necessary by reason of its use of or operations on the Premises or its officers, volunteers, agents, or invitees. FBGC shall be responsible for maintaining and repairing, as needed, all above ground and at ground infrastructure located within the fenced garden area. The City retains the right, at its sole discretion, to determine whether to perform any necessary below-ground repairs and shall not be obligated to do so. In the event that FBGC fails to repair or replace or commence such repair or replacement of the Premises within 30 days of receiving notice of the need for repair or replacement or as required by this MOU, City may, at its sole discretion, undertake any repair or replacement of the Premises and be reimbursed by FBGC for the reasonable costs of such repairs or maintenance as results from the FBGC's use of the Premises within sixty (60) days of receiving invoice. The Parties agree to meet and negotiate the cost of such repairs, before moving forward with repairs.
- B. City retains the right to make emergency repairs on its own property without prior notice to FBGC and to the extent such repairs are necessitated by FBGC's use of its property pursuant to Section 6(A) of this MOU, FBGC agree to reimburse the cost of such emergency repairs. For purposes of this section emergency repairs mean any repair immediately necessary, in the City's sole and absolute discretion, to protect public health and safety.
- C. FBGC is not authorized to make any alterations, additions, or improvements to the Premises other than as expressly authorized in this MOU or as may be approved by the City Manager writing prior to the start of any such alteration, addition, or improvement.
- D. If the City determines that permits are required for an approved alteration, addition, or improvement, FBGC shall be solely responsible for obtaining all required permits necessary for construction, demolition, or reconstruction and shall submit copies of all approved permits and stamped approved drawings to the City prior to construction or demolition.

7. INDEMNIFICATION AND WAIVER

- A. FBGC, shall defend, indemnify, hold free and harmless the City, and its elected and appointed officials, officers, agents and employees ("City Parties") at FBGC's sole expense, from and against any and all claims, actions, suits or other legal proceedings ("Claims") for personal injury or death or damage to property incurred by City brought against the City Parties arising out of or related to the acts or omissions of FBGC, its directors, officers, agent's, employee's, subcontractors, or invitees ("FBGC Parties") and/or the FBGC Parties activities on or use of the Premises or their performance of this MOU. 333Notwithstanding the foregoing, the FBGC Parties shall not be liable for the defense or indemnification of the City Parties for Claims arising out and in proportion to the gross negligence or willful misconduct attributable to the City Parties.
- B. Waiver of Liability - FBGC releases and waives all claims against the City Parties with respect to or arising out of (a) any death or any injury of any nature whatsoever that may be suffered or sustained by FBGC Parties from any causes whatsoever, except to the extent that such injury or death is caused by the gross negligence or willful misconduct of City; (b) any loss or damage or injury to any property on or about the Premises belonging to FBGC Parties except to the extent such injury or damage is to property not covered by insurance carried (or required to be carried) by FBGC and is caused by gross negligence or willful misconduct of City Parties.

- C. Subject to the prior provisions, City shall not be liable for any damage or damages of any nature whatsoever to FBGC Parties caused by explosion, fire, theft, crime, or negligent behavior, by sprinkler, drainage, plumbing, or irrigation systems, by failure for any cause to supply adequate drainage, by the interruption of any public utility or service, by steam, gas, water, rain, or other substances leaking, issuing, or flowing into any part of the Premises, by natural occurrence, riot, court order, requisition, or order of governmental body or authority, or for any damage or inconvenience which may arise through repair, maintenance, or alteration of any part of the Premises, or by anything done or omitted to be done by FBGC Parties or any other person on the Premises. In addition, City shall not be liable for any losses for which the Premises is required to be insured. This Section will survive any termination of this MOU.
- D. FBGC shall require and incorporate into all garden agreements and contracts FBGC enters into related to its operations on or use of the Premises to include indemnification of the City Parties and waiver of liability in substantially similar form as set forth in this Section 7.

8. ASSIGNMENTS AND ENCUMBRANCES

- A. FBGC may charge such admission, fee, or charge for sub-licensing a plot or use of the Premises, as FBGC may from time to time determine, and all monies so levied and collected shall be and remain the sole property of the FBGC.
- B. FBGC may not assign, mortgage, pledge, encumber or otherwise transfer this MOU or any rights under this MOU, sublet, sublicense, or allow any part of the Premises to be used or occupied by others, except those persons maintaining the Premises under agreement with FBGC.
- C. FBGC will not incur, create, assume or permit the creation of any lien on any portion of the Premises.

9. INSURANCE

FBGC shall carry, maintain, and keep in full force and effect throughout the duration of this MOU, the following insurance coverage with insurers authorized to do business in the State of California:

- A. Commercial general liability insurance, policy or policies with limits of \$1,000,000 per occurrence against any bodily injury, personal injury, or property damage which may occur as a result of wrongful or negligent acts by FBGC, its officers, employees, agents, and independent contractors in relation to FBGC's use of or operations on the Premises or performance of any obligation under this MOU. If such insurance contains a general aggregate limit, it shall apply separately to this MOU or shall be twice the required occurrence limit; General Liability shall be endorsed naming the City of Fort Bragg, its officers, agents, employees and volunteers as additional insured. The insurance provided to the City of Fort Bragg as an additional insured shall be primary to and non-contributory with any insurance or self-insurance program maintained by the City of Fort Bragg.
- B. Automobile Liability Insurance, with combined single limits coverage of \$1,000,000 per accident for bodily injury and property damage. Such insurance shall include coverage for hired and non-owned automobiles. FBGC does not own a vehicle.
- C. Workers' Compensation Insurance, in accordance with the laws of the State of California with limits of no less than \$1,000,000 per accident for bodily injury or disease, will only be required if FBGC hires employees or contractors.
- D. Any deductible or self-insured retention must be declared to the City.

- E. All insurance coverages shall be confirmed by providing City with required endorsements and certificates of insurance. FBGC is required to file the required policy endorsements and certificates with FBGC on or before the commencement of the term of this MOU, and to thereafter maintain current required endorsements on file with City. To the extent that FBGC has any coverage amounts in excess of the minimum amounts listed in this agreement, then FBGC may satisfy the requirements of this Section by a combination of the attendant policies, self-insurance, or umbrellas/excess insurance.

- F. Commercial General Liability and Automobile Liability Policies shall contain or be endorsed to contain the following provisions:
 - 1. The City, its officers, officials, employees, and volunteers are to be covered as an additional insured as respects by endorsement as respects this MOU: liability caused, in whole or in part, by activities performed by or on behalf of the FBGC; products and completed operations of the FBGC; premises owned, occupied or used by the FBGC; or automobiles leased, hired, or borrowed by the FBGC.
 - 2. FBGC's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, employees, and volunteers.
 - 3. Any insurance or self-insurance maintained by the City, its officers, elected and appointed officials, employees, or volunteers shall be excess of FBGC's insurance and shall not contribute with it.
 - 4. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees, or volunteers.
 - 5. FBGC's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- G. All Coverages.
 - 1. FBGC shall provide prompt written notice to the City after cancellation or non-renewal of any required coverage that is not replaced.

10. DISPUTE RESOLUTION

In the event any dispute arises under the terms of this MOU, the Parties shall meet and confer with the objective of resolving such disputes within five (5) business days of the request of either party. If, within fourteen (14) calendar days of the first "meet and confer," or such longer period as may be agreed upon by the Parties, the dispute cannot be resolved by the Representatives to the Parties' mutual satisfaction, the Parties shall mutually select a mediator, who is a respected professional with expertise in the area of dispute, to facilitate the resolution of the dispute. If the Parties are unable to agree on a mediator, the mediation shall be conducted in accordance with the then current commercial Mediation Rules of the American Arbitration Association. Absent written agreement of the Parties to the contrary, the mediation process shall be completed or terminated within sixty (60) calendar days of the initial request for mediation.

11. NOTICES

All notices, statements, demands, requests, consents, approvals, authorizations, appointments, or designations hereunder by either party to the other will be in writing and will be deemed given and served upon the other party, if delivered personally or three (3) days after depositing in the United States mail, postage prepaid, addressed to:

If to City:
 City Manager
 City of Fort Bragg
 416 N. Franklin St., Fort Bragg, CA 95437

If to FBGC:
 FBGC Community Garden Liaison
 P.O. Box 492
 Fort Bragg, CA 95437

12. TERMINATION

This MOU may be terminated, with or without cause, at any time during the term hereof by any Party to this MOU upon 30 days prior written notice to the non-terminating Party. Within 30 days of the date of termination, FBGC shall, at its sole cost and expense, remove all improvements it has installed on the Premises, including building(s), structures, fixtures and all personal property, and shall otherwise restore the Premises to its original condition on the date of execution of this MOU, reasonable wear and tear and casualty excepted.

The City reserves the right to consider all improvements to real property after construction as its own property and may waive the requirement that the subject property or portion thereof be returned to the same condition as existed prior to construction. Improvements to real property do not include any tool or garden sheds, water tanks purchased by or donated to FBGC or other personal property such as tools and gardening equipment. Notice that the City has invoked this right shall be provided in writing to FBGC as soon as practical after termination of the MOU.

13. SEVERABILITY AND APPLICABLE LAW

Whenever possible, each provision of this MOU will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this MOU will be invalid under the applicable law, such provision will be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision, or the remaining provisions of this MOU. This MOU has been made and entered into in the State of California and the laws of said State will govern the validity and interpretation hereof and the performance hereunder by the parties herein.

14. THIRD PARTY BENEFICIARIES

This MOU is made and entered into for the sole protection and benefit of the Parties, and no other person or entity shall have a right of action hereunder or the right to claim any right or benefit from the terms contained herein, or be deemed a third party beneficiary hereunder.

15. NON-LIABILITY OF OFFICIALS

No officer, member, employee, agent, or representative of the Parties shall be personally liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon, shall be personally enforced against any such officer, official, member, employee, agent, or representative.

16. AGREEMENT (MOU)

This MOU sets forth the entire agreement between the parties with respect to the premises listed in Exhibit "A". Both parties must agree to any modifications in the form of a written amendment.

17. WAIVER

The failure of a Party to insist upon strict performance of any of the terms, conditions, or covenants in this MOU will not be deemed a waiver of any right or remedy which the PARTY may have and will not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions, or covenants herein contained.

18. BINDING EFFECT

This MOU and all the terms, covenants, conditions, and agreements herein contained will be binding upon and inure to the benefit of the parties hereto and their respective successors.

19. SUCCESSORS AND ASSIGNS

This MOU is and shall be binding on the successors and assigns of the respective parties hereto.

20. NO PARTNERSHIP

The Parties are not partners and nothing herein contained shall be construed to create a partnership or joint venture in any sense.

21. NONDISCRIMINATION

Each Party shall comply with all applicable non-discrimination laws and shall not discriminate against any person on account of race, color, religion, age, sex, marital status, mental or physical disability, gender, gender identity, gender expression, sexual orientation, genetic information, ethnicity, ethnic group identification, national origin or nationality, ancestry, or a perception that a person has any of these characteristics or that the person is associated with a person who has, or is perceived to have, any of these characteristics.

22. ENTIRE AGREEMENT (MOU)

This MOU expresses the entire agreement between the parties concerning the subject matter of this MOU, and there are no understandings, agreements, representations, or warranties, express or implied, not set forth or specified in this MOU. This MOU may not be amended except in writing signed by both parties. MOU supersedes all other agreements, verbal or written.

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23. BOARD APPROVAL

This MOU is not a valid or an enforceable obligation against the FBGC or City until approved or ratified by a motion of their respective governing bodies duly passed and adopted.

IN WITNESS WHEREOF, the parties have executed and entered into this MOU as of the latest date of execution written below.

FORT BRAGG GARDEN CLUB

Date of Board Approval:

Becky Ellis
Acting Board President

CITY OF FORT BRAGG

Date of Council Approval:

Isaac Whippy
City Manager

Exhibit "A"
Depiction of Premises

Exhibit A

South Lincoln Street Community Garden
2026
300 South Lincoln Street, Fort Bragg
Up to 30 Garden Beds rented and cared for by North Coast residents

180'

45'

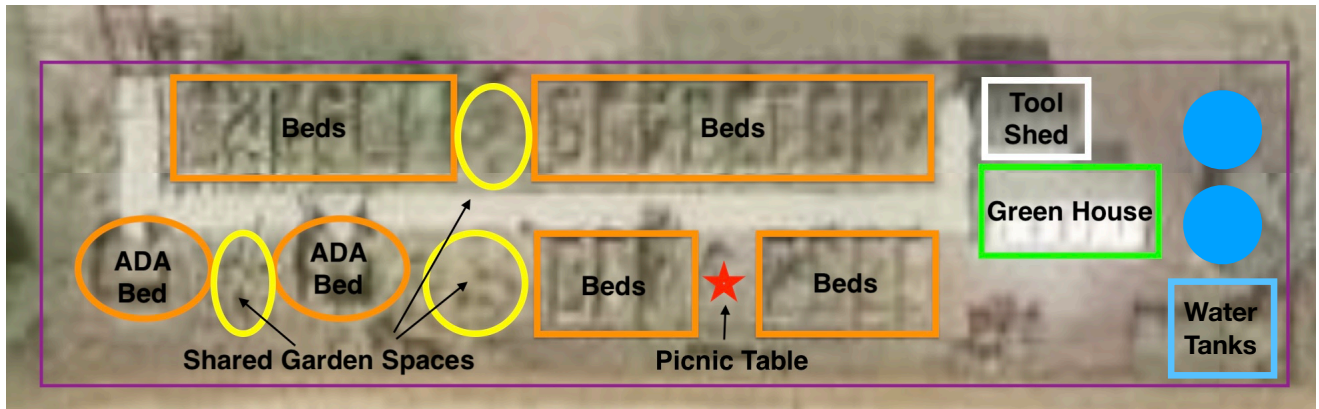


Exhibit "B"
Rules and Regulations

S Lincoln St Community Garden - Member Guidelines

Garden hours: 8AM to Dusk

General Guidelines:

Membership: When you rent a plot, you pay the annual fee, complete a contract and sign the necessary liability waivers. If a family member is going to garden in your plot, they will need to complete the same paperwork, but don't have to pay a fee. The same is true if a friend is going to share your plot, however you must first receive permission from the current members. If you are unable to garden for more than four weeks, please notify the Garden Liaisons. A family member or friend can assume your plot and they may be responsible for the annual fee, depending on the circumstances.

Front Gate & Back Gate: Learn how to unlock and relock both gates. Each gardener is responsible for making sure the **Front gate** is locked when leaving, unless you confirm with another present gardener that they will lock it. Don't assume that another present gardener will lock it, because they may leave through the **Back Gate**, which has its own code. Keep both gate codes handy.

Emails: We keep in contact by **email**; however, **phone calls are used for urgent matters.** The Contact List is on the bulletin board in the tool shed. Texting is used between members, but not the whole group. It is your responsibility to read email announcements and reply to the sender only. All announcements will be sent by email, unless you don't have access to an email system. If this is the case, notify the Garden Liaisons about how you want to receive information. Example solution: Pin a note to the Garden Liaisons on the Corkboard in the Tool Shed and they will pin the reply. Do not send mass emails or mass replies to an email unless it is urgent; for instance, a broken water line or any emergency. You can always send an email to another gardener or a group of specific gardeners when you are working on a project together.

Garden Meetings: Days and times of meetings are posted on the Whiteboard. The meetings are held on the **2nd Saturday of each month at 2PM**. There is no meeting in November or December. You will receive an email for each Monthly Meeting which includes an attached **Agenda**. If you can't attend a meeting, you can respond to the email and request that a specific topic be added to the agenda. We vote on topics when necessary (majority rules) and you can vote by email if you can't attend a meeting. During meetings when an agenda item is voted on, each **plot** gets **one** vote, **and that vote can be you, or another person who gardens in your plot**. You will receive an email about the items discussed - the **Meeting Notes**.

Work Parties: A Work Party usually takes place one hour before each monthly meeting. You can volunteer to help a work party by simply showing up at 1PM. Information about these work parties is included in the Monthly Meeting Agendas. Occasionally, additional work parties are scheduled, as needed.

Events: If you want to schedule a gathering, tour, workshop, or any other event, first add it to the next Monthly Meeting Agenda for a vote. We have seasonal gatherings, usually potlucks, and workshops about gardening, such as seed saving, composting and planting. Tell us what you

would like to learn about. If you have an expertise, let us know if you'd like to hold a class or workshop.

Roles: Our garden is a community association with everyone participating. To spread the workload, there are Roles which you can review on the Contact List in the Tool Shed. Volunteer for a role that works for you or suggest a new role.

Current Status: We have a close alliance with the Fort Bragg Garden Club. They rent a plot and have energized our garden in many ways through their long history of gardening expertise and willingness to share garden knowledge.

Who to Contact: To report a problem about the garden, contact the Garden Liaisons - Victoria Joy and Jo Mills. Examples: Missing or broken tools or locks. If you are having communication or conflict issues with another member, contact Sherry Ackerson, our current Mediator, for advice and support.

Planting Areas and Greenhouse:

Raised Bed Plots: There are 25 raised bed plots, including two Easy Access Plots. You can plant in the front and the back of your plot, unless you are renting an Easy Access Plot. If your plot is on the **north side of the sidewalk**, you can plant behind your plot to the fence-line. If your plot is on the **south side of the sidewalk**, you can plant behind your plot for the **first 4 feet** but leave a walkway between that area and the south fence-line. The paths between your plot and other plots are for walking only. Keep them clear of any plants, tools, and pots. **Please don't remove or add anything to any other plot.** You may plant anything in your plot, but vegetables are preferred. Keep your plot planted all year long, but if you don't want to garden during winter, plant a cover crop. Maintain healthy soil by adding organic compost. If you aren't sure about what to plant or how to plant it, ask a Garden Liaison for advice.

How We Garden: We garden organically. Pesticides are not allowed, and "enhanced" products (soil, compost, etc.) that contain questionable substances are not allowed. Use untreated seeds only (no GMOs). Do not spray anything on weeds - dig them out and put them in the compost pile if they are disease-free. If they are diseased, bag them and put them in your own green bin. No pets are allowed inside the garden.

Common Areas: There is a Garden Map on the corkboard. Common areas are all the areas outside the boundaries of your plot. There are herb gardens, pollinator areas, fruit trees and a native plant section. All these areas are **important additions that need to be maintained and improved.** There is a Food Bank plot behind the picnic table.

Greenhouse: The greenhouse is used for seed starting and warm-weather plants. The door is left open all the time, except for the winter months. You are responsible for watering your own plants, but do not water anyone else's plants. Label your plants with your name or mark them as "free" to share with other members.

Compost Piles: There is a passive compost pile in the southeast corner. Do not put diseased plants in this pile - bag them and put them in your own green bin at home. The Easy Access Plot gardeners have their own piles, if they choose to compost.

Tool Shed:

Key: There is a key to the tool shed in a code box - keep the code handy. There is a 2nd key in the Greenhouse.

Tools: Clean the tools you used with available towels and hang or place them in their original spot after use. If a tool breaks, report it to Garden Liaisons for replacement.

Water, Water Keys & Nozzles: Use them responsibly and always return them to their original locations in the Tool Shed. There are two levers on each facet to turn the water on and off - always use both of them. Each member is responsible for making sure that all water facet levers are turned off if they are the last person leaving the garden. **CONSERVE WATER.** The water tanks are for emergency use only.

Logging Clipboard: Log your time spent working on projects that are not connected to your own plot. Logging is important - please record your hours - at least 12 hours per year, or 1 hour per month. Examples: volunteer to be on a committee - view the Contact List on the corkboard for roles; weeding in common areas; volunteer to help on a work party; chop up plants in the compost pile; tidy up the Tool Shed.

Whiteboard & Corkboard: Use for notification of meetings, announcements, monthly meeting notes, and Contact List. You can pin a note here for another member.

Water Sprites: If for any reason, you are unable to water your plot, email Sherry Ackerson and give her the **date-range** that you can't water and **how often** you want your plot watered. She will add it to the Calendar of the corkboard.

Suggestion Box: Use it to send your comments or concerns to Garden Liaisons. Also. use it for Plot Rental Fees and donations to the garden fund.

Mission statement: It is posted on the wall.

Member Contact List: The current Contact List is posted on the corkboard. Do **not** give this information to anyone who is not a member of the garden.

**Exhibit "C"
Waiver**

DocuSign Envelope ID: B23E58AF-A161-4DBF-9A7F-120E69AE46B3

EXHIBIT C



CITY OF FORT BRAGG

Incorporated August 5, 1889
416 N. Franklin Street
Fort Bragg, California 95437
tel. 707.961.2827
fax. 707.961.2802
www.fortbragg.com

Participant Information	Name of Activity: The South Lincoln Street Community Garden	
First Name:	Last Name:	DOB:
Address:	City and State:	Zip:
Phone:	Email:	
Emergency Contact:	Relation:	Emergency Phone:

Waiver of Liability for Participation in The South Lincoln Street Community Garden ("Activity")

1. I, and/or my child is physically able to participate in the Activity and have not been diagnosed with any illness or medical condition that would impair the ability to participate in the Activity. No physician has recommended against participation.
2. I, fully understand that my participation in the Activity exposes me to the risk of personal injury, death, communicable diseases, illnesses, viruses, or property damage. I hereby acknowledge that I am voluntarily participating in this event/class and agree to assume any such risks
3. I am aware that the Activity poses a risk of injury to me and/or my child, and that occasionally accidents occur during activities of this kind. Knowing these risks, on behalf of myself and/or my child, I freely and voluntarily agree to assume all of the risks associated with participation in the Activity.
4. I acknowledge that the City of Fort Bragg is not responsible for any loss, alteration or other damage to my personal property used as part of my participation in the Activity. The City of Fort Bragg makes no warranty that gardening activities will successfully produce crops.
5. I understand and agree that I will be solely responsible for any loss or damage to my personal property that results from my participation in the Activity.
6. I hereby warrant and agree, that the conditions of my property, both personal and real, are suitable for participation in the Activity and that by participating in the Activity, I assume the risk that such property is not suitable and agree to hold the City of Fort Bragg harmless from any loss or damage arising from injury to person or property arising from the use of such property in the Activity.
7. I hereby release, discharge and agree not to sue the City of Fort Bragg for any injury, death or damage to or loss of personal property arising out of, or in connection with, my participation in the Activity from whatever cause, including the active or passive negligence of the City of Fort Bragg or any other participants in the Activity. The parties to this AGREEMENT understand that this document is not intended to release any party from any act or omission of "gross negligence," as that term is used in applicable case law and/or statutory provision.

8. In consideration for being permitted to participate in the Activity, I hereby agree, for myself, my heirs, administrators, executors and assigns, that I shall indemnify and hold harmless the City of Fort Bragg from any and all claims, demands actions or suits arising out of or in connection with my participation in the Activity.

9. In consideration of being permitted to participate in the Activity, I agree to release and discharge the City of Fort Bragg and its officers, agents and employees (collectively referred to hereafter, as the "Program Sponsors") from any liability, causes of action, claims or damages for personal injury, property damage and wrongful death arising from or attributable to participation in the Activity, whether or not such liability arises from the program sponsors' negligence in organizing, planning and implementing the activity.

10. I understand that by signing this instrument, I (and my legal representatives, heirs, next of kin, assigns or any other successors in interest) am barred from presenting any claim or instituting any civil action or present any claim for personal injury, property damage or wrongful death against the Program Sponsors who, through negligence or omissions, might otherwise be liable to me, or other successors in interest for damages. I expressly agree that the foregoing release, discharge and assumption of risk is intended to be as broad and inclusive as is permitted by California law.

11. In the event of a medical emergency, I authorize medical personnel attending to me to make decisions regarding immediate medical treatment as may be necessary until such time as my emergency contact can be consulted.

12. In the event of a medical emergency, I authorize medical personnel attending to my child to make decisions regarding immediate medical treatment as may be necessary until such time as I or my child's emergency contact/guardian can be consulted.

I, _____ (FULL NAME) I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT IT IS A FULL RELEASE OF ALL LIABILITY AND SIGN IT ON MY OWN FREE WILL.

I, _____, DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT I AM THE PARENT OR LEGAL GUARDIAN OF MINOR. I FURTHER DECLARE THAT I SHALL INDEMNIFY AND HOLD HARMLESS THE CITY OF FORT BRAGG FROM AND AGAINST ANY AND ALL CLAIMS RESULTING FROM, INCIDENT TO, OR ARISING OUT OF MINOR'S PARTICIPATION IN THE EVENT/CLASS, ANY AND ALL RISKS ASSUMED BY MINOR AND ME ABOVE, AND/OR THE BREACH OF ANY PROMISES, COVENANTS, AND/OR REPRESENTATIONS MADE BY ME HEREIN AND/OR IN THE ABOVE RELEASE.

Adult Participant or
Parent/Guardian Signature: _____ Date: _____

Exhibit "D" Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/21/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BRUNSWICK COMPANIES 5309 Transportation Blvd. Cleveland, OH 44125	CONTACT NAME Wendy Warnock PHONE (A/C No, Ext): FAX (A/C No): EMAIL ADDRESS: wwarnock@brunswickcompanies.com														
INSURED FORT BRAGG GARDEN CLUB PO BOX 492 FORT BRAGG, CA 95437	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: United States Liability Insurance Company</td> <td>25895</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: United States Liability Insurance Company	25895	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: United States Liability Insurance Company	25895														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		NBP1576652	05/01/2026	05/01/2027	EACH OCCURENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$5,000
							PERSONAL & ADV INJURY
							GENERAL AGGREGATE \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS-COMP/OP AGG
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE <input type="checkbox"/> Y/N						E.L. EACH ACCIDENT \$
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/>	N/A					E.L. DISEASE-EA EMPLOYEE \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (See attached Acord 101 for additional Liability limits)
 City of Fort Bragg is an additional insured per BP 04 48 01 06BP-145 NPP 06/10 Blanket Additional Insured Endorsement is part of this policy.

CERTIFICATE HOLDER City of Fort Bragg 416 North Franklin St. Fort Bragg, CA 95437	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED PERSON
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):

Effective Date: 05/01/2026
CITY OF FORT BRAGG
416 NORTH FRANKLIN ST.
FORT BRAGG, CA 95437

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph C. **Who is An Insured** in **Section II - Liability**:

- 3. Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or in connection with your premises owned by or rented to you.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/11/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BRUNSWICK COMPANIES 5309 Transportation Blvd. Cleveland, OH 44125	CONTACT NAME Wendy Warnock		
	PHONE (A/C No, Ext):	FAX (A/C No):	
EMAIL ADDRESS: wwarnock@brunswickcompanies.com			
INSURED FORT BRAGG GARDEN CLUB PO BOX 492 FORT BRAGG, CA 95437	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: United States Liability Insurance Company		25895
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		NBP1576652	05/01/2026	05/01/2027	EACH OCCURENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	
							GENERAL AGGREGATE	\$2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS-COMP/OP AGG	
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURENCE	\$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. DISEASE-EA EMPLOYEE	\$
							E.L. DISEASE-POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (See attached Acord 101 for additional liability limits)

C.V. Starr Community Center is an additional insured per BP 04 48 01 06. C.V. Starr Community Center is an additional insured per BP 173 (07-12).

CERTIFICATE HOLDER

C.V. Starr Community Center
 300 South Lincoln Street
 Fort Bragg, CA 95437

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2010/05)

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POLICY NUMBER: NBP1576652

**BUSINESSOWNERS
BP 04 48 01 06**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
CAREFULLY.**

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESS OWNERS COVERAGE FORM

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):

Effective Date: 05/07/2026 12:01 AM
C.V. STARR COMMUNITY CENTER
300 SOUTH LINCOLN STREET
FORT BRAGG, CA 95437

Information required to complete this Schedule, if not shown above, will be shown in the
Declarations.

The following is added to Paragraph **C. Who is An
Insured in Section II - Liability:**

3. Any person(s) or organization(s) shown in the
Schedule is also an additional insured, but only
with respect to liability for "bodily injury",
"property damage" or "personal and advertising
injury" caused, in whole or in part, by your acts or
omissions or the acts or omissions of those
acting on your behalf in the performance of your
ongoing operations or in connection with your
premises owned by or rented to you.

BP 04 48 01 06

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**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

BUSINESS OWNERS COVERAGE FORM

Primary And Non-Contributory - Owners Or Lessors Of Premises

Schedule:

Effective Date:

05/07/2026 12:01 AM

C.V. STARR COMMUNITY CENTER

300 SOUTH LINCOLN STREET

FORT BRAGG, CA 95437

Location of Premises:

300 SOUTH LINCOLN STREET

FORT BRAGG, CA 95437

SECTION III - COMMON POLICY CONDITIONS, Paragraph H. OTHER

INSURANCE, is amended with the addition of the following:

The coverage afforded by this policy to any owners or lessor(s) of premises, scheduled above and who are additional insureds under this policy, is primary and non-contributory if:

1. This insurance is required to be primary or non-contributory under a written contract:
and
2. The loss to be covered occurs on or after the effective date of the written contract; and
3. The loss to be covered was caused solely and exclusively by your acts or omissions or the acts or omissions of those acting on your behalf in connection with the use or control of that part of the premises leased to you under written contract referred to above.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.