

AMENDED AND RESTATED REVOCABLE LICENSE AGREEMENT

THIS AMENDED AND RESTATED REVOCABLE LICENSE AGREEMENT (this "Agreement"), made this ___27th___ day of April, 2020, by and between Cornell University, c/o Real Estate Department, Box DH, Ithaca, New York 14853, hereinafter called "Licensor," and Community Garden at Cornell, c/o James VanEe, Institute of Biotechnology, Biotechnology Resource Center, NYS Center for Advanced Technology, Biotechnology Bldg. 158, Ithaca, NY 14853, a Cornell Independent Organization registered with the Office of the Dean of Students, Student Leadership, Engagement & Campus Activities (SLECA), hereinafter called "Licensee".

WHEREAS, Licensor has custody and control of certain real property, owned by the State of New York, and described as 142-147 Freese Rd, Ithaca, New York, identified as Tax Parcel No. 53.-1-1 in the Town of Dryden, in the County of Tompkins, State of New York, as shown on the attached tax map marked Exhibit A (hereinafter the "Property");

WHEREAS, Licensee is a duly registered Cornell Independent Organization and wishes to use a portion of the Property to establish and maintain a cooperative garden for the purpose of growing and harvesting produce for non-commercial use to be consumed by the organization's volunteers or participants (the "Permitted Use"), as shown on the attached map marked Exhibit B (hereinafter the "Licensed Premises"); and

WHEREAS, the parties now desire to amend and restate, in full, the terms and conditions set forth in that certain Revocable License, dated September 4, 2019 (the "Original Agreement"), with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants and promises contained herein, the parties agree as follows:

1. Licensor hereby grants Licensee a license (the "License") to use the Licensed Premises for the Permitted Use. The term of this License is for twelve (12) months, commencing on August 15, 2019 and terminating on August 30, 2020.
2. There is no fee for this License.
3. In exchange for receiving the License, Licensee shall be responsible for all costs associated with installing, maintaining and operating the cooperative garden, including water, compost, plowing, tillage, planting and care of cover crops, or costs associated with any current or needed improvements, fixtures, irrigation systems, or utility systems, which may now or hereafter exist on the Licensed Premises whether installed by Licensor or Licensee.
4. Licensee agrees that it takes the Licensed Premises "as-is." Cornell makes no representations or warranties regarding the Licensed Premises.
5. Licensee shall operate the Licensed Premises as set forth in Exhibits C (Operation Details) and E (Community Garden at Cornell Rules). Licensee agrees to distribute the Rules to all of its members, and also to obtain a signed release (as set forth in Exhibit D) from each member prior to assigning member plots. Licensor reserves the right to modify the Exhibits at any time upon written notice to Licensee.
6. Licensee shall not make, or permit to be made, alterations or improvements on or to the Licensed Premises without the express written approval of the Licensor.

7. Licensee acknowledges that its use of the Licensed Premises is subject to the terms of this Agreement and such use shall not be the basis for any possessory claim to the Licensed Premises, whether of adverse possession, lease, or otherwise. This Agreement creates only a licensor-licensee relationship between the parties, and no other legal relationship.
8. Licensee will operate in accordance with all applicable federal, state and local laws, ordinances, rules and regulations, any applicable Cornell University policies, and all issued permits and licenses.
9. Licensee shall be solely responsible for the security of the Licensed Premises, at its own cost. Licensee may install fencing and/or security equipment upon prior written approval from Licensor. Licensor shall not be responsible for any trespass, theft, vandalism, loss or damage that may occur at the Licensed Premises unless directly caused by its acts or omissions.
10. The License may not be transferred or assigned and Licensee agrees not to attempt to give or confer any rights to others in this Agreement without the prior written consent of Licensor. Use of the Licensed Premises for the Permitted Use by Licensee's agents, members, invitees and guests is not subject to this Section 10.
11. The privilege granted by this License is merely an accommodation to Licensee, and is revocable at any time by Licensor upon written notice for any reason, with or without cause. In such event, Licensee shall remove all plants, fixtures, or improvements, and otherwise vacate the Licensed Premises. Licensor shall endeavor to provide Licensee with reasonable prior notice of such termination except in cases where the License is being terminated due to Licensee's breach.
12. Licensee will indemnify, hold harmless and release Licensor, its officers, directors, employees and agents from and against any claims, demands, actions, suits, costs (including reasonable investigatory and legal costs), damages, liability, losses, injuries, or judgments that may arise directly or indirectly from use of the Licensed Premises by Licensee, its members, visitors, contractors or agents.
13. Licensee shall be registered with the Dean of Students as a club each Fall semester, and maintain such status throughout the term of the License. Licensee acknowledges it is essential to participate in the student club insurance program at all times during the term of the License.
14. As of the date of this Agreement, the Permitted Use is designated an "essential business" under the "New York State on PAUSE" executive order seeking to impose uniform safety for all persons in relation to the COVID-19 pandemic ("NY on PAUSE"). If New York State's designation of the Permitted Use changes and becomes a "non-essential business", Licensor shall have the right to immediately terminate this Agreement upon written notice.
 - a. When using the Licensed Premises, Licensee shall comply with, and shall ensure its members and invitees comply with, all orders, directives and health and safety guidelines issued by New York State as part of NY on PAUSE, and issued by the federal government (including the Center for Disease Control and Prevention) relating to COVID-19. Licensee acknowledges compliance may include, but not be limited to, enforcement of social distancing protocols and a requirement that all members and invitees wear gloves, masks, and/or other personal protective equipment. Licensee acknowledges that Licensor may also require certain health and safety actions be taken by Licensee when on the Licensed Premises in addition to those required by any governmental order or directive. If Licensee fails to comply with this Section 14, or if Licensee fails to require that its members or invitees

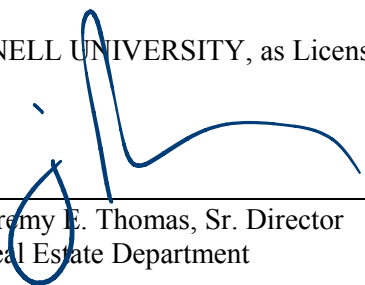
comply with this Section 14, the same shall be deemed a material breach of this Agreement.

15. This License Agreement represents the complete agreement of the parties hereto with respect to its subject matter and can be amended only in writing with the consent of both parties. The terms and conditions of the Original Agreement are hereby amended and restated, in full, by the terms and conditions of this Agreement. This Agreement may be executed in counterpart signatures. A delay or failure by Licensor to exercise any rights under this Agreement will not constitute a waiver of that or any other future right. Each party represents and warrants to the other party that the individual signing this Agreement has all legal right and authority to do so, and that such signature binds such party.

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have signed this Amended and Restated Revocable License Agreement as of the date first above written.

CORNELL UNIVERSITY, as Licensor

By: 

Jeremy E. Thomas, Sr. Director
Real Estate Department

COMMUNITY GARDEN at CORNELL,
as Licensee

By: James I VanEe 

James VanEe
Faculty/Staff Advisor

EXHIBIT A
MAP OF PROPERTY

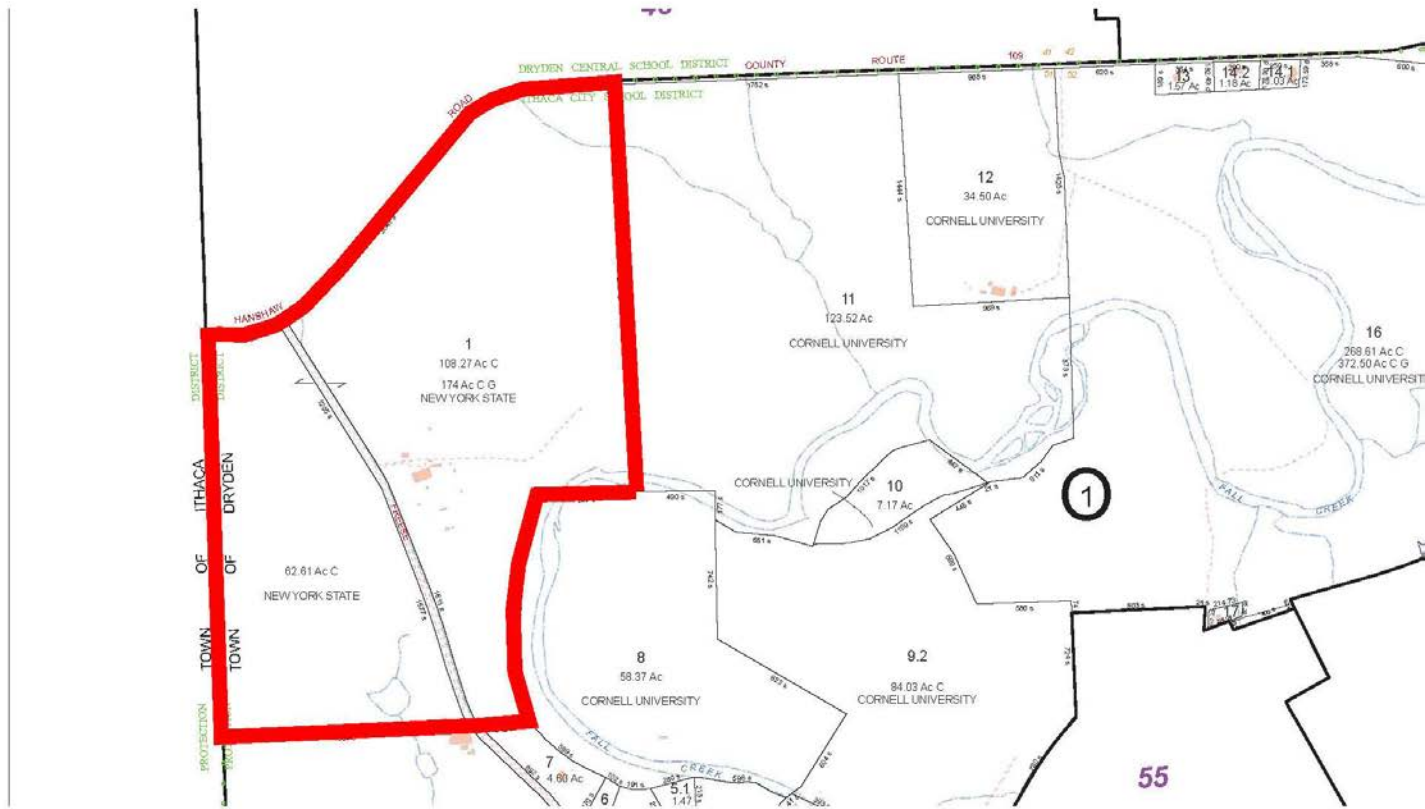


EXHIBIT B

MAP OF LICENSED PREMISES



EXHIBIT C

OPERATION DETAILS

1. Guiding Principles for Management of Pests and Diseases

- The area for the garden plots will be divided in half, north-to-south, with the parking area/entrance road serving as the break between halves.
 - Spaces should be assigned in only one half, for a period of **2 years**, while the other half is planted into a cover crop for the 2-year duration. For years 2018 and 2019, the northern half should be assigned to gardeners. For years 2020 and 2021, the southern half should be assigned to gardeners.
 - The suggested cover crop in the fallowed half is a fall planting of rye, with a spring interseeding of red clover. The rye is mowed off in late summer of the first year and the clover (perennial) stays as the cover for year two, and is finally mowed off and incorporated at the end of year 2.
 - The half in active assignment to gardeners should be cleared of large plant material and all garden features (e.g. trellis', fences, raised beds) at the end of each growing season such that the space can be fall plowed in preparation for use the following spring, or for planting of a fall cover crop.
 - Costs for tillage, cover crop seed, planting and maintenance are to be covered entirely by the Licensee, with services to be rendered by Licensor's staff from nearby Cornell agricultural operations (e.g. Campus Area Farms or Farm Services).
- Gardeners must practice good agricultural practices within their assigned plots, including:
 - Prompt removal of diseased plant material
 - Plant disease-resistant crop varieties whenever possible
 - Practice in-plot rotation of crops between seasons (for members who return to the same spaces annually)
 - Manage weeds year-long
 - Attend a mandatory class/workshop in late winter or early spring through Cornell Cooperative Extension, geared towards educating gardeners on best practices. This would need to be arranged by Community Garden leadership.
 - Designate an individual(s) on the Community Garden at Cornell committee with the responsibility to walk through the garden plots throughout the growing season to monitor and enforce general compliance with good agricultural practices.

2. Gardeners will refrain from storing, disposing, or dumping of any type of debris, including rocks, landscape, fence, or vegetative debris, on the Licensed Premises or surrounding areas. The group

should do a periodic review and cleanup. If a problem continues to be persistent or a request by CUAES or other Cornell department for cleanup is not addressed, this could be cause for immediate termination of use.

3. Each gardener will be provided and sign a Release/Waiver Agreement (Exhibit D).
4. Each gardener will be provided and sign a copy of rules listed in Exhibit E. Additional rules may be added by the group, but the rules listed in Exhibit E must be provided to each gardener.
5. The group leadership will keep signed copies of these forms in their possession for a minimum of three years and will make copies accessible to Licensor upon request.

EXHIBIT D

Community Garden at Cornell
Release/Waiver Agreement

In consideration of being allocated a plot by the Community Garden at Cornell during the year _____ growing season I, for myself and on behalf of my heirs, legal representatives and assigns, hereby agree:

1. to assume all risks to which I may be exposed while participating in gardening activity on the property of Cornell University, including but not limited to personal injury, property damage, or crop loss; and
2. to release, indemnify and hold harmless Cornell University, its officers, agents, and employees, and the Community Garden at Cornell and all of officers and members, from any and all claims, demands, actions, liabilities, causes of action, injuries, damages or costs of any kind (including those attributable to the negligence, mistake or failure to act of either Cornell University or the Community Garden at Cornell and all its members) in any way related to, or arising out of, use of the Community Garden by me, my family members, or my visitors.
3. I have received the Community Garden at Cornell Rules for gardening and agree to abide by them.
4. I have entered the agreement voluntarily and fully understand and agree to be legally bound by all of its terms.

Print Name: _____

Signature: _____

Date: _____

Plot number(s): _____

EXHIBIT E

Community Garden at Cornell (CGC) Spring _____ Rules

1. Off road parking and garden access is available to garden members only. No stopping or parking is allowed on Freese Road or in the fields to the West.
2. Plots may not be used for any business purpose or activity. The CGC is allowed to establish and maintain a cooperative garden for the purpose of growing and harvesting produce for non-commercial use to be consumed by the organization's volunteers or participants.
3. Plots may not be used for any immoral or illegal purpose or activity.
4. No hazardous substances, including, but not limited to, explosive liquids, will be used or stored at the CGC. No potentially harmful liquids, chemicals, including, but not limited to fertilizer and pesticides, are allowed to remain at the CGC.
5. Do **NOT** use persistent or toxic chemicals. If chemicals must be used, use only non-toxic, non-persistent ones (break down quickly). Minimize the use of chemicals, do not contaminate adjacent areas near the garden plots, and spray only at dusk after bees have returned to their hives.
6. Members/Participants will not consume alcohol or allow alcohol to be consumed or sold at the CGC.
7. Members/Participants will not discriminate or permit discrimination against any person or group of persons in any manner on the grounds of race, color, sex, religion, national origin or ancestry, age or physical handicap.
8. No personal items, unless used to maintain an individual garden plot, may be stored at the CGC.
9. No storing, disposing, or dumping of any type of debris, including rocks, landscape, fence, or vegetative debris, or trash is allowed on the CGC or surrounding areas. Each group member must clean up their plot area regularly. If a problem continues to be persistent or a request for cleanup is not addressed, this will be cause for immediate termination of garden use.