



2017 Gardens Network Membership

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Urban Land and Water Program Manager

Name of Organization or Venture: _____

Physical Address/Location of Garden: _____

Affiliated Organization (if any): _____

Mailing Address for Garden: _____

Organization, Venture or Garden Representative: _____

E-mail: _____ Telephone: _____

Green Spaces Alliance Gardens Network Membership

- This membership is an annual commitment between an Organization, Venture or Garden Representative (REPRESENTATIVE) and Bexar Land Trust, Inc., dba Green Spaces Alliance of South Texas (GREEN SPACES ALLIANCE)
- Membership requires a \$35 annual fee
- Please mail a \$35 check made payable to Green Spaces Alliance to our PO Box listed above, or visit our website to see if paying online is an option (we hope to have this ready sometime in April of 2017).
- Effective in 2017, Membership Agreements will be renewed each fall during the months of November and December
- REPRESENTATIVE participation within the GREEN SPACES ALLIANCE Gardens Network through membership is necessary in order to access benefits and services including Sustainability Funding

Key benefits and services of participating in the Gardens Network

- 1) Access to apply for funding through GREEN SPACES ALLIANCE Sustainability Fund
- 2) GREEN SPACES ALLIANCE loaner tool program
- 3) Technical expertise and consultation
- 4) Partnering on educational outreach and workshop events
- 5) Notification of free or reduced cost seeds and plants and other donated materials
- 6) Social media promotion (*promotion of garden events*)
- 7) Listed on GREEN SPACES ALLIANCE website as a participating garden
- 8) Educational and training resources

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- 9) Underwriting for grants and/or other funding opportunities
- 10) Tax exempt status for infrastructure related materials and goods (*through the sustainability fund*)
- 11) Partnership with GREEN SPACES ALLIANCE on special projects on case-by-case basis (i.e. external competitive funding opportunities)
- 12) Assistance with the negotiation and determination of a land-use agreement(s) (*when applicable*)

I. PURPOSE

This is a voluntary membership between the Organization, Venture or Garden and GREEN SPACES ALLIANCE for the purpose of developing, promoting, and sustaining participating organizations, ventures or gardens.

II. GENERAL PROVISIONS

- A. No joint venture or partnership is created hereby
 1. It is at the discretion of GREEN SPACES ALLIANCE to participate in land-use agreements as a third party with REPRESENTATIVE (S) and other parties, public or private. GREEN SPACES ALLIANCE reserves the right to not sign as a third-party.
 - i. Wherein a land-use agreement may be defined as a MEMORANDUM OF UNDERSTANDING (MOU) and/or RIGHT OF ENTRY (ROE) between the landowner and the garden entity.
 - a. An MOU is a non-binding agreement between two parties outlining the terms and details of an understanding, including each parties' requirements and responsibilities.
 - b. An ROE is a document that the owners of a property sign allowing gardeners to enter their property to conduct the business of gardening or other urban agriculture related activities as described in the document.
 2. REPRESENTATIVE shall not be considered an agent or employee of GREEN SPACES ALLIANCE for any purpose, and no joint venture, principal-agent or partnership relationship exists. The REPRESENTATIVE is solely responsible for its officers, agents, employees and volunteers and GREEN SPACES ALLIANCE has no responsibility therefore. No party not a signatory hereto shall be considered a third party beneficiary of this Agreement.

III. INDEMNIFICATION

- A. REPRESENTATIVE agrees to indemnify and hold harmless, GREEN SPACES ALLIANCE, its directors, officers, employees, affiliates, agents, volunteers, individually or collectively, against all liability and suits of any kind caused by

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REPRESENTATIVE's negligence, including any acts or actions or omissions of the REPRESENTATIVE, any officer, director, or employee or volunteer of REPRESENTATIVE, while in the performance of REPRESENTATIVE's rights or duties under this agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the willful misconduct or gross negligence of GREEN SPACES ALLIANCE, its officers, employees, agents, or representatives.

1. In the event GREEN SPACES ALLIANCE and REPRESENTATIVE are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of the state of Texas, without, however, waiving any charitable immunity under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this indemnification are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
2. GREEN SPACES ALLIANCE and the REPRESENTATIVE shall each promptly advise the other in writing of any claim or demand against the REPRESENTATIVE or GREEN SPACES ALLIANCE known to such party related to or arising out of the activities under this Agreement.

IV. EFFECTIVE DATE AND TERM

This Agreement will become effective upon the signature of REPRESENTATIVE or designated representative of a garden, garden venture or entity. This Agreement shall be effective until December 31, 2017. Renewals for the 2018 annual membership will be due by December 31, 2017.

V. SIGNATURES AND AUTHORIZATION

By signing below, GREEN SPACES ALLIANCE, the REPRESENTATIVE, and any authorized signatory for any umbrella organization agree to the terms stated in this AGREEMENT.

I have read and understand the application and accept these rules, terms, and conditions stated above for the participation in the GREEN SPACES ALLIANCE Gardens Network.

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Organization, Venture or Garden Representative

Signature _____ Date _____

Printed Name of Individual _____

Printed Name of Organization, Venture or Garden Entity _____
