



“Adopt A Lot” License Agreements: Breaking Through the Legalese.

The Adopt a Lot License Agreement is an agreement between Baltimore City and an individual or organization to allow the signer to occupy and use a parcel of city-owned vacant land as a community-managed open space. The provisions of the Adopt A Lot License Agreement use the language of contract law. The comments sections underneath each clause explain the meaning of the provisions of the License. It is always possible, although unlikely, that a court could interpret a provision differently than intended. A court would only become involved if the parties disagree about the meaning of the provisions and are unable to resolve the matter themselves (or through mediation or alternative dispute resolution), and one party decides to sue to seek interpretation or enforcement of the License. In that event, the court would ultimately determine the meaning of the provisions.

DISCLAIMER: This handout is for informational purposes only and shall not be construed as legal advice. Legal advice must be tailored to the specific circumstances of each case and laws are constantly changing. You should seek the assistance of competent legal counsel for specific legal advice. For further assistance in understanding your License Agreement, please contact the Community Law Center at 3355 Keswick Rd, Baltimore, MD 21211 or 410-366-0922.

ADOPT A LOT LICENSE AGREEMENT
FOR
[Address of Lot]
TO
[Organization or Individual Signing the Agreement]
ITS CONTRACTORS AND ASSIGNS

This agreement applies to the organization or individual who signs the agreement as well as to any person or group who agrees to do work on the signer’s behalf at the site (contractors). If the signer decides to transfer his license interest in the lot to another individual or organization, the person to whom the interest is transferred (the assign) will be liable under the agreement.

*** For purposes of this license agreement, the community-managed open space must have a strong function in at least one community use, such as active recreation, passive recreation, food production, education, visual relief from the built environment, or gathering space for formal or informal community gatherings. Environmental benefits (such as absorbing rainwater, providing habitat for migratory birds, and reducing “food miles”) and livability benefits (such as elimination of blight or crime reduction) enhance the site’s attractiveness as community managed open space.**

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The City of Baltimore, by and through the Department of Housing and Community Development (hereinafter referred to as “the City”), as owner of property as listed above, grants this agreement executed on the date indicated on the signature page hereof and covering the use of the unimproved property from [Starting Date] to [End Date] for the purpose of permitting [Organization or Individual Signing the Agreement], its contractors and assigns, (hereinafter referred to as “the Licensee”) to enter upon the subject site for use as a community managed open space, which may include installation of an underground hydrant for water access.

Here, the City is giving the signer of the agreement a license. A license is, essentially, permission to enter and use property that does not belong to you. A license is not the same as a lease. Under a license, the City can revoke its permission to enter and use the property at any time. Under a lease, however, the City cannot break its agreement without paying damages to the person leasing the land.

The Adopt A Lot agreements drawn up by the City do include start and end dates. However, the City still has the legal right to cancel the License before the end date.

The Licensee agrees to enter upon the subject site to conduct approved activities under the following terms and conditions:

1. The return of three signed copies of this License Agreement.
2. The Licensee shall obtain any and all permits or approvals required by the City to perform any and all operations to be performed and shall pay any and all fees and charges due to and collected by the City pursuant to the issuance of any such permits and approvals.

If your space requires any permits, your group must pay for them yourself. For example, if you would like to build a fence around your lot, you must apply to the city for a permit to build the fence and go through the same process as you would if you owned the lot yourself.

3. The Licensee agrees to save and hold harmless the City against any and all liability in any way connected with or arising from the activities carried on at the above captioned property (hereinafter the “Property”) or the use of the Property, including the maintenance of sidewalks abutting the Property.

In legalese, this clause describes *indemnification*. Indemnification means that if a person successfully sues the City for anything connected with your activities on the lot, the signer is agreeing to reimburse the City’s expenses (including, possibly, the City’s attorneys’ fees). These expenses could be substantial.

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4. The Licensee affirmatively states that it has done nothing prior to the execution of this agreement (whether within the period of the agreement or prior thereto), or it has done any act, caused to be done any act, or knows of any act which would give any rise to any claim by it or any third party against the city.

The signer is agreeing that it doesn't know of any lawsuits that could be brought against the City.

5. The Licensee agrees and understands that the unimproved lot that is provided by the City on a "where is" and "as is" basis; no representations not warranties whatsoever, either expressly stated or implied, are given by the City to the Licensee, and the Licensee agrees that during the term of this License agreement it will be responsible for any damages whatsoever which may be caused on the lot.

The City is not making any promises about the suitability of the land for your purposes. If you're concerned about potentially dangerous conditions on the lot (e.g., lead contaminated soil), you may need to get advice from an expert.

6. The Licensee agrees that this License is granted by the City on the condition that the Licensee assumes full responsibility for keeping the lot in a good, clean and orderly condition, free of hazards, and that any improvements made to the lot will be made at no cost to the City.

The signer of this document is assuming a lot of responsibility for this piece of land by agreeing to keep it clean and safe. If the signer decides to improve the land in any way, the City will not reimburse the signer or pay for any of the improvements. For example, if the neighborhood decides to put up a fence to keep others from dumping trash on the lot, the full cost of that fence and its maintenance will fall on the signer of this agreement. This is true even though erecting the fence on City property benefits the City.

7. The Licensee understands and agrees that the city will not reimburse the Licensee for any improvements of any kind, either temporary or permanent, in the event the City shall terminate this agreement for any reason whatsoever.

Again, the City may terminate the agreement at any time and it does not have to reimburse or pay for any improvements that the community has made. If the community erects a fence, for example, the City can terminate the agreement and keep the fence, without any payment to the community.

8. The Licensee further expressly agrees for itself, and where applicable, for its officers, members, employees and agents to save and hold harmless the City, its elected and appointed officials and its employees from any claims or liability of whatsoever kind and

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by whomsoever brought against the City, its elected and appointed officials and its employees in connection with this license.

This is another indemnification clause (see clause 3).

9. The Licensee further agrees and understands that limited permission is granted for the installation of temporary structures ancillary to approved community open space activities. These structures include, but are not limited to garden sheds, picnic tables, benches and portable canopies.

The City allows Adopt a Lot signers to create temporary structures that are related to normal community activities. Permanent structures like houses are not allowed. Under clause 7, the City may keep these improvements if it terminates the agreement.

10. The Licensee further understands and agrees that should the City require the property for any purpose, the City may, at its sole discretion, terminate this Agreement on thirty (30) days written notice. However, if the community space is being used as a garden, discretion will be used to ensure that said termination will not take place during the growing season to allow the Licensee time to harvest.

The City has a right to terminate the signer's permission to be on the land at any time, after giving 30 days' written notice to the signer.

The second sentence of this agreement explains that the City will try not to terminate the permission during the middle of a growing season. However, the City still may terminate permission during the growing season if it chooses to.

11. The Licensee further understands that should the City receive any information indicating that the vacant lot is being used in a matter not contingent with the terms of this agreement, the City may, at its sole discretion, terminate this Agreement on five (5) days written notice.

If the signer of this agreement uses the lot inappropriately, the City may end the signer's permission after giving 5 days' written notice. An important point to note about clause 11 is that the City can terminate the agreement after "receiving any information" that the lot is not be used correctly. The City does not have to verify the validity of that information.

12. The Licensee further understands that (if applicable) should the City receive any information indicating that the water service that is being provided on the lot specifically for garden use is not being properly maintained and/or is being used in a manner not contingent with the terms of this agreement, the City may, at its sole discretion, terminate this Agreement on five (5) days written notice.

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See clause 12; the only difference with this clause is that it refers to water usage, not land usage.

13. This License is renewable for up to [__ years] and the Licensee, upon thirty (30) days written notice to the City, may renew this agreement upon the same terms and conditions herein expressed.

The City and the signer of this agreement may renew this agreement. The signer should write to the City to renew the agreement more than 30 days before the end of the agreement.

14. The Licensee understands and agrees that any improvements to the lot shall conform to all applicable laws, rules and regulations.

Any additions or changes to the lot (e.g., building a fence or a shed) have to follow the law (e.g., the city zoning code).

15. The Licensee further agrees and understands that the City is providing the use of this property to the Licensee under a license or permissive use agreement and no fee charge of any kind is involved in the acceptance.

This clause reinforces that this agreement is a license, not a lease.

16. The Licensee covenants that when performing any work on the lot, including but not limited to construction, planting or maintenance, that it shall exercise due diligence and reasonable care.

Exercising due diligence and reasonable care means that the signer agrees to use the degree of care that a reasonably prudent and competent person would use. In this situation, the signer is agreeing that, when engaging in potentially dangerous work on the lot, he or she is agreeing to be appropriately cautious and prudent.

By signing this Adopt a Lot License on this [date] in the space provided, [Organization or Individual], its contractors and assigns, acknowledges its acceptance of the terms and conditions contained herein.

By signing the document, the signer is agreeing that he or she understands and accepts the provisions in the agreement.

[Signatures]

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