

## LICENSE AGREEMENT FOR USE OF PARK SPACE

This license is issued on this \_\_\_\_\_ day of \_\_\_\_\_ 2022 by and between the Metropolitan Board of Parks and Recreation, hereinafter referred to as "**PARKS**" and The Nashville Food Project, hereinafter referred to as "**TNFP**."

1. **FACILITY:** The subject property is located at Mill Ridge Park (12924 Old Hickory Blvd, Antioch, TN 37013) as described on attached map. **TNFP** proposes to make certain improvements to the designated area within the property.
2. **REASON FOR LICENSE REQUEST:** **TNFP** and **PARKS** desire to achieve shared common goals which include sustainably and equitably providing everyone in Nashville access to an inviting network of parks that offer health, wellness and quality of life. **TNFP** helps to provide nutritious and locally grown food, and educational experiences related to sustainable agriculture that helps meet these goals.
3. **TERM OF LICENSE:** Sixty (60) months with an option to renew for an additional 60 months subject to the mutual agreement of **PARKS**, the Metro Council, and **TNFP**.
4. **CONDITIONS OF AGREEMENT:**
  - A. **PARKS** hereby grants to **TNFP** use of designated areas on the Mill Ridge property for the purpose of developing, programming and operating community gardens and education in compliance with all rules, regulations and policies of **PARKS**.
  - B. **TNFP** shall not use more than seven (7) acres.
  - C. **TNFP** shall comply with all applicable federal, state and local laws.
  - D. **TNFP** shall charge no fees or fundraise on the property without first obtaining the permission of **PARKS**.
  - E. **TNFP** is permitted to sell produce raised on **PARKS** property pursuant to the terms of this License Agreement.
  - F. All improvements constructed or installed on the subject property by **TNFP** shall be subject to the prior approval of **PARKS**.
  - G. **TNFP** shall maintain the property in an orderly and neat condition. No debris shall be stored or allowed to remain on the property except as related to composting of site-produced organic waste. No off-site organic waste shall be permitted without prior approval of **PARKS**.
  - H. Compost areas, soil stockpile and other bulk materials shall be stored at the rear or out of public sight of the designated garden area and shall not create a nuisance per Metro code.
  - I. The garden shall be designed and maintained to prevent any pesticides, fertilizer or other chemicals or waste from draining off of the property.
  - J. No tools or chemicals shall be stored on the site, other than those associated with normal gardening. All chemicals used must be approved by **PARKS**. **TNFP** may provide storage sheds for tool storage, greenhouses and cold storage, but plans and design and location must be approved by **PARKS**. **PARKS** will allow **TNFP** the use of the existing sheds on the property.
  - K. No gardening activity shall take place before sunrise or after sunset. The operation of mechanical equipment is permitted after 8 a.m. only and must cease at dusk.

- L. Garden-related events that exceed 100 participants per event will require a separate permit issued by PARKS.
  - M. Maintenance of all areas within the designated boundaries of the garden shall be the sole responsibility of TNFP. Turf mowing outside of the designated boundaries will be undertaken by PARKS per standard maintenance schedule which is limited in this area.
  - N. TNFP is responsible for placing designated water service in their name and payment of water bills.
  - O. All signs erected, displayed, placed or maintained upon the site must have prior approval of PARKS.
  - P. TNFP agrees to save and hold PARKS and the Metropolitan Government of Nashville and Davidson County harmless for any and all legal claims, damages and judgments, arising out of the use, occupation, maintenance and operation of said facility, and TNFP agrees to assume any and all responsibility and liability therefor. Further, TNFP agrees that in the event that TNFP or the Metropolitan Government be named a defendant in a legal action, that TNFP shall furnish legal counsel and indemnify PARKS or Metropolitan Government from any and all claims or judgments.
  - Q. TNFP agrees to obtain liability insurance for the further protection of PARKS in such amounts and conditions as shall be designated by the Office of Risk Management of the Metropolitan Government.
  - R. TNFP shall comply with all applicable federal, state, and local non-discrimination laws. No person shall be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination in the use of the property on the basis of race, creed, color, national origin, gender or disability.
  - S. This license shall be terminated by giving sixty (60) days notice, in writing, by either party. In the event of license termination or non-renewal, TNFP shall remove all improvements from the site within 30 days unless otherwise approved by PARKS.
  - T. PARKS may, at its option, consider a breach of any of the above conditions a breach of this agreement, and may, at its option, declare this license forfeited.
  - U. This permit does not constitute a lease of the subject property. This license does not convey any interest in the subject property to TNFP.
  - V. *The Metropolitan Board of Parks and Recreation does not discriminate on the basis of age, race, sex, color, national origin or disability in admission to, access to, or operations of its programs, services, or activities.*
5. **PERFORMANCE MEASURES:** TNFP shall track and report the following performance measures at least annually to the Board of Parks and Recreation, the Department of Parks and Recreation, and the Mayor's Office, such that the success of this license agreement for activities at Mill Ridge Park can be evaluated. Performance measures must be considered at least satisfactory by Metro to activate any extension options.
- A. Facility and Operations
    - i. TNFP shall document and quantify where feasible any improvements to soil, land, and natural resources in order to facilitate community garden function.
    - ii. TNFP shall comply under its license agreement and all terms and conditions relating to built infrastructure and facility use with Metro.

- iii. TNFP shall document and quantify where feasible any investments and improvements to built or physical infrastructure it makes that will provide long-term benefits to Mill Ridge Park or the Metro Parks System as a whole.

B. Parks & Recreation Vision and Strategy Alignment

- i. TNFP shall document how its programs operated under this license agreement align with the mission of the Board of Parks and Recreation to “sustainably and equitably provide everyone in Nashville with an inviting network of parks and greenways that offer health, wellness and quality of life through recreation, conservation and community<sup>1</sup>.”
- ii. TNFP shall document how its programs operated under this license agreement align with the vision of related Metro planning documents, such as Plan To Play<sup>2</sup> and Nashville Next<sup>3</sup>, and future similar documents.
- iii. TNFP shall document how its programs operated under this license agreement align with the Charter of the Metropolitan Government.

C. Community Impact and Relationships

- i. TNFP shall document and quantify where feasible metrics that speak to its programs’ production of fresh and healthy produce and/or increase in access to fresh and healthy produce or other public health benefits, particularly in food desert areas. Examples of metrics could include crop count (number of plants or row feet), harvest count (number of plants or weight), increase in food supply in food insecure area or food desert.
- ii. TNFP shall document and quantify where feasible metrics that speak to its programs’ delivery of environmental benefits. Examples of metrics could include organic waste diversion through on site composting (weight or volume), production of compost (weight or volume), rainwater harvesting (volume), acreage in production, native species/heirloom varieties, pounds of compost applied, rainwater captured, annual soil test results/organic material added annually or stormwater management.
- iii. TNFP shall document and quantify where feasible metrics that speak to its program’s economic impacts. Examples of metrics could include produce sales, food donations (weight, volumes, or dollar value), or other economic benefits derived directly or indirectly from programs at Mill Ridge Park.
- iv. TNFP shall document and quantify where feasible metrics that speak to its program’s engagement of members of the community and other social impacts. Examples of metrics could include number of program participants, number of community members informed or engaged in program education, participant demographics, skill development among participants, or hours of program participant activities leveraged to promote community improvement.

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<sup>1</sup> See generally <https://www.nashville.gov/departments/parks/about-us>.

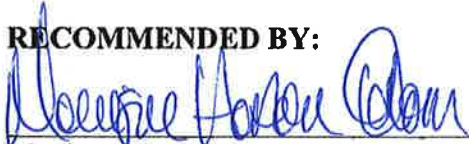
<sup>2</sup> See generally <https://www.nashville.gov/departments/parks/plan-play>.

<sup>3</sup> See generally <https://www.nashville.gov/departments/planning/nashvillenext>.

Witness our hand, the day and date first hereinabove written.

**THE METROPOLITAN GOVERNMENT  
OF NASHVILLE AND DAVIDSON  
COUNTY**

**RECOMMENDED BY:**



Monique Horton Odom, Director  
Department of Parks and Recreation

**APPROVED AS TO AVAILABILITY OF  
FUNDS:**

  
TH

Kelly Flannery, Director  
Department of Finance

**APPROVED AS TO FORM AND  
LEGALITY:**

  
Metropolitan Attorney

**LICENSEE**

**The Nashville Food Project**

**BY:** 

**Name:** Charles J. Sentell

**Title:** CEO