

Agreement between Moorpark College and Nature's Finest Student Club

This agreement is made on the 1st day of December, 2016 between Ventura County Community College District - **Moorpark College** (Hereinafter called the College), and Student Recognized Club – Nature's Finest (Hereinafter called Nature's Finest).

Upon the recommendation of the College Campus Environment Committee, Consultation Council approves the creation of an organic community gardens as follows:

1. The College agrees to provide a plot of ground located on campus, suitable for a student operated organic garden. A plot of ground triangular in shape, with an area of approximately 9,636 square feet, located below EATM and above the baseball field. See attached map
2. The use of the land is not in perpetuity, if the College needs the land for other purposes, the organic gardens would cease to exist.
3. For the first year 2016/17 the college will pay the cost of the water up to \$1,536.
4. In the subsequent years the club pays for half the water cost per year.
5. Water usage in excess of the yearly average of 8000 gallons per month will be paid for by the student club.
6. If water conservation requirements are imposed on the college and the college is unable to meet the requirements, the organic gardens would scale back the water usage to appropriate levels or cease to exist.
7. Only enrolled student members and Advisors of Nature's Finest are allowed to have a space in the organic garden. At no time are community members allowed to have a space in the organic garden. Nature's Finest Club will need to develop a standard operating procedures for identifying who is authorized to have space in the organic garden and how it will transition from one semester to the next.
8. The organic garden will be used for production of fruits and vegetable only. In order to be a recipient of federal funds the College must comply with the Drug-Free Workplace Act of 1988 and established compliance standards for the Drug Free Schools and Community Amendments of 1988.
9. The produce from the organic garden will be distributed for free to enrolled Moorpark College Students or the food bank associated with the College.
10. Indemnity Clause: Nature's Finest shall indemnify, defend and hold the DISTRICT, its Board of Trustees, officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Nature's Finest Organic Garden contemplated by this Agreement.

For Moorpark College:

President:

By: _____

Student Activities Director:

By: _____