


**Appendix C:
Example of a school
farm contract**

Below is an example of a contract between a school district and a farmer working together to start a school farm.

This contract was developed with the help of the B.C. Land Matching Program delivered by **Young Agrarians**, who can help connect partners and people to land, facilitate negotiations between entities, and develop mutual agreements with legal review between entities.

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⋮ **← Visit Young Agrarians:**
⋮ <https://youngagrarians.org/tools/>
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Everything from utilities, land-use, construction, gatherings, processes for decisions, and operations are laid out below. This contract was developed to meet the specific needs of this school and the farmer involved. The farmer, as well as district representatives from facilities and administration, were involved in developing this agreement. Appendices within this contract have been removed for confidentiality.

****While this contract may serve as a template for a school farm, remember that these contracts follow long periods of relationship building and discussions, and a contract should reflect the community’s specific needs. It is essential to customize agreements to an individual’s negotiations, and it is advised to work with the support of a Young Agrarians Land Matcher, or independent legal counsel, to facilitate conversations.*

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THIS AGREEMENT made the (date) (in pursuance of the Land Transfer Form Act - Part 2), and effective the 1st day of (date) (the **“Effective Date”**).

BETWEEN:

School District Name

of (address) hereinafter referred to as the **“Licensor”**.

AND:

Farmer Name

of Farmer Address hereinafter referred to as the **“Licensee”**.

The Licensor and the Licensee may be collectively referred to as the **“Parties”** or individually as a **“Party”**.

WHEREAS

A. The Licensor is the registered owner of the following property in (location name), commonly known as (school name), and legally described as:

Address:

PID:

Legal Description:

(hereinafter referred to as the "**Property**");

B. The area on the Property as shown on the map attached to this Licence in Appendix A-1 is hereinafter referred to as the "**Licensed Area**";

C. The Licensee wishes to have possession of and use of the Licensed Area, for the purpose of [farming legal commercial crops for local food production over and above household self-sufficiency] (the "**Permitted Use**").

D. The Licensee wishes to have use of portions of (school name) for the sole purpose of access to [Washrooms, Equipment Storage, refrigerated food storage, and food processing], as shown on the map attached to this License in Appendix A-2 on the Licensed Area (the "**Permitted Use**"); and

E. The Licensor agrees to grant the Licensee a non-exclusive licence to use the Licensed Area for the Permitted Use, subject to the terms and condition set out in this Licence.

Scope of the Licensed Area

1. The Grant of License includes:
 - a. portions of buildings on the Property as of the Effective Date;
 - b. improvements constructed on the Licensed Area during the term of this License;
 - c. ways, paths and passages on and to the Licensed Area;
 - d. privileges, advantages and appurtenances whatsoever related to the Licensed Area.

Pre-existing Terms or Easements

2. This grant of licence is subject to:
 - a. existing terms contained in any original grant of the Property or in any other disposition from the Crown with respect to the Property; and
 - b. any highway, or public right-of-way, watercourse, right of water or other public easement found on the Property.
3. The Licensee does not acquire any interest in the Property under this Agreement. The Licensor does not grant to the Licensee either by this Agreement, through prescription or otherwise any interest in the Property other than the right to use the Licensed Area pursuant to the terms of this Agreement. The Licensor's rights, other than those specifically granted under this Agreement, remain in force.
4. The Licensor represents that the Licensor has informed the Licensee to the best of their knowledge of any and all pre-existing terms or public easements described in Clause 2.

Duration of License

5. This Licence will be in effect for 53 months, starting on the Effective Date and ending on (date) (the "Term").

Meeting to Evaluate Agreement

6. The Parties will meet within the time period of July 1 and August 1 annually in each year that this Licence is in effect to evaluate the Licence and to determine if any clauses of this Licence need to be altered.

License Fee Payable

7. In lieu of an annual License Fee, the Licensee will operate the Licensed Area as an outdoor learning classroom for students of the Licensor and on-site students, in partnership with the on-site school and district leads, in the manner determined from time to time by the Licensee in collaboration with the Licensor, farm project leads and teachers of the school. There will be a free exchange of student volunteer labour and knowledge.

Renewal

8. Prior to (date), the Parties will determine by mutual written agreement if the Licensor will grant to the Licensee a renewal Licence of the Licensed Area for a further term of 3 years, subject to the same covenants, provisos and agreements as herein contained with the exception of this clause.

Termination

9. Without limiting any of its other rights or remedies, the Licensor may terminate the licence granted under this Agreement:
 - a. by giving the Licensee 180 days advance written notice that the Licensor wishes to terminate this License; and
 - b. without giving the Licensee any prior notice if the Licensee breaches any of the Licensee's obligations under this Agreement.

Ownership and Transfer

10. The Licensee owns all personal property improvements (chattels) brought or made on the Licensed Area at the Licensee's expense or on the Licensee's behalf during the period of time covered by this License.
11. All improvements to the real property (fixtures) made on or to the Licensed Area at the Licensee's expense or on the Licensee's behalf during the period of time covered by this License remain on the Licensed Area, without any form of compensation to the Licensee at the termination of this License.
12. Any hard equipment (Appendix A-2) for start-up purchased by the Licensor (such as tools, hoses, hose bib) through its own fundraising/grants will remain on the property. The Parties will collaborate in regard to the creation of future infrastructures and equipment that are deemed necessary, such as a storage shed, plant boxes, composter, etc.
13. The Licensee is responsible, at its own cost and risk, to supply soil, soil amendments, seeds, plants, and other consumable materials necessary for the Farm.

Utilities

14. The Licensor shall be responsible for utility cost and provision including water, hydro, garbage collection, and all other utilities supplied to or consumed on the Licensed Area.
15. Additional waste removal from the Licensed Area beyond regular district facilities job descriptions, to City and/or Municipal Yard, will be the responsibility of the Licensee.
16. The Licensor shall not be liable for any water quality or supply issues beyond the Licensor's reasonable control.

Other Costs

17. The Licensee shall pay and be responsible for other costs that the Licensee determines is necessary above what is already provided by the Licensor, including, but not limited to, equipment, fuel, snow removal, security service, insurance, pest control and all other costs, charges, outlays, and expenses in connection with the Licensed Area or any improvements thereon.

Taxes

18. The Licensor must promptly pay all taxes, levies, duties, assessments, and licence fees whatsoever whether municipal, school, provincial, parliamentary or otherwise levied, imposed or assessed against the Property or upon the Licensee in respect thereof.

Liens

19. The Licensee must not allow the filing of any liens, judgments, or other charges against the Property. In the event of the filing of any liens, judgments, or charges against the said Property as a result of the actions of the Licensee, the Licensee must, within 30 days of being advised of same, take all necessary steps to have the liens or charges discharged or cancelled.

Responsible Use

20. The Licensee must use the Licensed Area in a socially responsible manner, causing no harm and creating no nuisance to neighbours. The Licensee takes responsibility for use of the Licensed Area by members of the Licensee's families, employees, friends, or visitors.
21. In the absence of the Licensee having a staff/volunteer code of conduct, (school district name) Staff Code of Conduct and site-based Code of Conduct will apply. Volunteers/staff working at the farm site will always conduct themselves professionally, mindful that they are viewed to be representing (school district name). (Employee Code of Conduct: AP, insert link to online AP)

Financial Information

22. The Licensee shall, if requested, provide such reasonable financial information as the Licensor may require, for the purpose of collecting and sharing information on the school farm model.

Construction

23. The Licensee may construct and install on the Licensed Area such temporary improvements as the Licensee considers necessary or desirable to enable Licensee to use the Licensed Area for the Permitted Use provided that:
 - a. no improvements shall be constructed or installed on the Licensed Area unless Licensee shall have first delivered plans and specifications to the Licensor, and obtained the Licensor's written consent to construct or install these improvements;
 - b. all work associated with the temporary improvements shall be done in a good and workmanlike manner by qualified and experienced contractors, professionals, or tradespeople; and
 - c. the Licensor will grant the Licensee first right of refusal as an independent contractor for work associated with improvements on the Licensed Area for which the Licensee is qualified, in accordance with the Licensor's policies.
24. The Licensor will diligently attend to the Licensee's requests and will not unreasonably deny consent.

Operations

25. The Licensee must:
 - a. use the Licensed Area only for the primary purposes of the Permitted Use;
 - b. not cultivate cannabis on the Licensed Area;
 - c. not use gas powered tools during school hours;
 - d. ensure adequate and proper parking of vehicles only in areas designated by and to a standard acceptable to the Executive Director of Planning & Operations of the Licensor and/or his designate;
 - e. maintain a visitor log for use in Emergency Procedures;
 - f. perform all acts required to be done under any Act or by regulation or by-laws with respect to weed and insect control;

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- g. at its own cost comply with all environmental laws and shall not suffer or permit any environmental contaminants, hazardous materials, pollutants or toxic substances to be brought onto or released within or from the Licensed Area. The Parties acknowledge that the Licensee is permitted to use substances generally recognized as being in accordance with modern horticultural practices in the Province of British Columbia;
- h. comply with all the laws, rules, regulations and ordinances and by-laws of any government or other body having jurisdiction over the Licensed Area;
- i. at the time of expiry or termination leave the Licensed Area in the same or better condition than recorded on the Effective Date; and consider Indigenous and native plants for incorporation into this project.
26. The Licensee acknowledges that the B.C. Tobacco and Vapour Products Control Act and Cannabis Control and Licensing Act prohibit the consumption or use of tobacco, vapour and cannabis products (the "TVC Ban"), and that the Licensor's policies prohibit the consumption of alcohol (the "Drinking Ban"), in all school district buildings and on all school district lands. Failure to abide by this clause may result in immediate termination of this License, at the Licensor's discretion.
27. The Licensee must ensure that in using the Licensed Area for the Permitted Use, no act whatsoever shall be done or omitted to be done in or upon the Licensed Area, which may result in nuisance, damage or disturbance to the occupiers or owners of any Property or premises adjoining the Property or to the holders of any easement, right of way or other encumbrance charging the whole or part of the Property.
28. To minimize theft from or vandalism of the Farm, and to educate the school community about the Farm, the Licensee and the Licensor will collaborate and partner regarding appropriate signage throughout the Licensed Area. The Licensor will be responsible for producing and hanging signage.

Events

29. The Licensee may be able to host events, harvest celebrations, community volunteer days and other programs that extend beyond this agreement.
30. If washroom facilities are required for events outside of regular operating days (ie. weekends, holiday breaks) they will enter into a separate written rental agreement with the Licensor, in accordance with the Licensor's Policies (covering CUPE in-school, clean-up costs).

Refrigerated Area

31. Adequate refrigeration for produce will be provided by the Licensor. Additional space for food processing may be available in the school upon agreement. Access may be available throughout the school year and summer upon agreement.

Repair and Maintenance

32. The Licensor assumes full responsibility for repair and maintenance of infrastructure on the Licensed Area as of the Effective Date or constructed by or on behalf of the Licensor on the Licensed Area during the term of this License. The Licensor reserves the right to manage repairs and maintenance at the Licensor's discretion. In the event that the Licensee conducts repairs and maintenance to infrastructure, with advance written permission from the Licensor the Licensee may be compensated by the Licensor for the cost of such repairs and maintenance.

Licensee Access

33. The Licensee shall work closely with the Site Administrator to arrange for a right of access, in common with the Licensor and invitees of the Licensor, over portions of the Property reasonably required by the Licensee to access the Licensed Area. The Licensor may stipulate access limits and routes, and the Licensee shall ensure that its staff and invitees respect those stipulations.
34. If deemed prudent or necessary by the Licensor the Licensee will:
 - a. designate the boundaries of the Licensed Area by notices, posted signs, fences or otherwise, as approved by the Licensor;
 - b. control, regulate and direct the movement, activities and the access and entry of all Licensee employees, agents, contractors, consultants, Licensees or any other persons for whom Licensee is responsible to or on the Licensed Area; and
 - c. regulate the use and movement of vehicles of all Licensee employees, contractors, consultants, or any other persons for whom Licensee is responsible to or for on the Licensed Area.

Licensor Access

35. The Licensee must permit the Licensor to enter the Licensed Area:
 - a. at any time where such will not unreasonably disturb or interfere with the Licensee's use of the Licensed Area, to examine and inspect the Licensed Area; and
 - b. as determined in collaboration with the Site Administrator and District Leads to operate the outdoor learning classroom as outlined in Clause 7.

Operating Committee

36. An Operating Committee shall be formed and comprised of the following members:
 - a. Treasurer of the Board, the Site Administrator, a Facilities Department Representative, and Financial Representative; and The Licensee and an additional representative as deemed necessary by the Licensee.
 - b. The Operating Committee's mandate shall be to consider and solve operational issues brought forward by either party affecting the successful operation of the Farm in a timely fashion.

Dispute Resolution

37. If any dispute remains unresolved, the Licensee will inform the Licensor's Executive Director of Planning & Operations. The Executive Director of Planning & Operations will work with the Licensee to resolve disputes in a timely fashion.

Quiet Enjoyment

38. The Licensor must:
 - a. not interfere with the personal lives, associations, expressions, or actions of the Licensee, except insofar as permitted under terms and conditions of this License; and
 - b. not use the property in a manner that would derogate from the Licensee's rights under this Agreement.

Non-Waiver

39. If the Licensor does not insist upon strict performance of any of the conditions in this Licence this is not a waiver or relinquishment for the future of any such condition unless the Licensor gives a waiver in writing. The acceptance of any Licence Fee or performance of any Licence condition by a person other than the Licensee shall not be construed as an admission by the Licensor of any right, title or interest of any such persons as a sub- Licensee, assignee, transferee or otherwise in place and stead of the Licensee.

No Relief from Obligations

40. No inspection undertaken by the Licensor, granting of a consent by the Licensor, delivery of plans, specifications, or other information to the Licensor nor Licensee's compliance with any orders or directions given by the Licensor shall relieve Licensee from complying with, or derogate from Licensee's obligations to comply with, the Licensee's obligations under this Agreement.

Assignment or Sublicensing

41. This Agreement and the License are personal to the Licensee and may not be assigned or sublicensed, including by succession or operation of law, except with the prior written consent of the Licensor, which may be withheld in the absolute discretion of the Licensor. In no event shall any assignment or sublicensing release or relieve the Licensee from its obligations fully to perform all the terms, covenants, and conditions of this License on its part to be performed. It is agreed that any change from the present control of the Licensee shall constitute an assignment of the License requiring the prior written consent of the Licensor.

Insurance

42. The Licensee shall maintain at its own expense contents and liability insurance as the Licensor may reasonably require and shall provide the Licensor with evidence of such coverage upon request. The Licensee shall be responsible for securing its own property and the property of others in its care and control in the Licensed Areas, and for ensuring the safety of its staff and invitees and hereby releases the Licensor from any and all liability whatsoever in respect thereof. Without limiting the foregoing:
- a. The Licensee shall during the Term of the License maintain general liability insurance insuring against bodily injury, personal injury and property damage arising out of the use and occupancy of the Licensed Area by the Licensee in an amount of not less than Five Million (\$5,000,000.00) Dollars per occurrence or such greater amount as the Licensor may from time to time designate. The Licensor shall be added as an additional insured and such insurance shall be endorsed to provide the Licensor with 30 days advance written notice of cancellation or material change and be placed with insurers licensed in British Columbia;
- b. The Licensee shall provide the Licensor with evidence of required insurance prior to the commencement of the License and such evidence shall be in the form of a completed Certificate of Insurance (**attached here as Appendix 2**);

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- c. If the Licensee does not provide or maintain enforce the insurance required by this Agreement, then the Licensor may take out the necessary insurance and pay the premium for periods of one year at a time, and the Licensee shall pay to the Licensor the amount of the premium immediately on demand; and
- d. If both the Licensor and Licensee have claims to be indemnified under any insurance required by this Agreement, then the indemnity shall be applied first to the settlement of the claim of the Licensor and the balance, if any, to the settlement of the claim of the Licensee.
43. The Licensor represents that the Property is insured by the Licensor. The Licensor has liability insurance through the provincial Schools Protection Program with respect to its K-12 operations on District property. The Licensor will maintain such insurance for the duration of this License. The Licensee shall not do or omit to do or permit to be done anything that will cause or have the effect of causing:
- a. the cost of the Licensor's insurance in respect of the Property to increase at any time during the License; or
- b. the Licensor's insurance in respect of the Property to be subject to cancellation.

Indemnity

44. The Licensor and Licensee each covenant and agree to indemnify and save harmless the other Party, its elected and appointed officials, employees and agents from and against all costs and expense caused to or incurred by the other Party and from all claims, demands, liens, losses, damages, actions, suits and other proceedings whatsoever and whomsoever made, brought or prosecuted caused by or arising out of the other Party's activities or exercise of its rights hereunder or the operation, use, maintenance or condition of the Licensed Area during the term of this License.
45. The Licensor and Licensee covenant and agree to save harmless the other Party, its elected and appointed officials, employees, and agents from and against any and all liability, actions, causes of actions, claims, damages, expenses, costs, debts, demands or losses suffered or incurred by the other Party arising from and default of the Party under or in respect of this Agreement.
46. The Parties shall inform the other Party promptly in writing of all claims for personal injury or death or loss of or damage to property arising out of the performance of the requirements of this Agreement of which the Party has knowledge and on settling any such claims shall use best efforts to obtain a release in respect thereof jointly in the name of the Licensor and the Licensee.

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47. The Parties shall on final completion or termination of the License provide the other Party with a statement containing the particulars of all claims for personal injury or death or loss of or damage to property arising out of the operation and maintenance of the Licensed Area of which the Party has knowledge, and which are still outstanding at such time.

Notice

48. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing by electronic mail and delivered to the Parties of this Agreement as follows:

Name: (the Licensor)

Address:

Email:

Telephone:

Name: (the Licensee)

Address:

Email:

Telephone:

or to such other address as any Party may from time to time notify the other.

Notice delivered by electronic mail will be deemed received 48 hours after the date the electronic mail is sent, or upon receipt of a response, whichever is first.

General

49. The Parties each warrant and represent, upon which warranty and representation the other Party has relied in the execution of this Agreement, that each Party has full right and lawful authority to execute this Agreement in the manner and upon the conditions and provisions herein contained.
50. The Licensee acknowledges and agrees that the Licensee has inspected the Licensed Area and has conducted all independent investigations of the Licensed Area that it has deemed prudent prior to executing this Licence.

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51. The Licensee represents and warrants that it has satisfied itself that the Licensed Area is suitable for the Permitted Use, and the Licensor makes no representation or warranty as to the suitability of the Licensed Area for the Permitted Use.
 52. Where there is more than one Licensee, the provisions herein shall be read with all grammatical changes thereby rendered necessary and all the covenants shall be deemed joint and several.
 53. Amendments and alterations to this Licence must be in writing, must be signed by both the Licensee and the Licensor and must be appended to this License.
 54. Time is of the essence of this License.
 55. This Licence is the complete and exclusive agreement between the parties and it supersedes all other agreements between the parties with respect to the Licensed Area, whether oral or written, including any renewals and extensions and restatements.

The Parties hereby agree to the terms of this Agreement, evidenced by their signatures below, as of the date first noted above.

THE LICENSEE

Signature

Print Name

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