

LICENSE AGREEMENT

For limited use of an allotment plot
for the period and as per the terms and conditions set out
hereunder

1.1 The Licensor is Ralph Sherwood of Knavinstown, Kildare.

Telephone: 045 531 988 Mobile: 086 382 5457

1.2 The Licensee is Name: _____

Address: _____

Landline: _____ Mobile: _____

Fax: _____ Email: _____

2. DEFINITIONS:

The terms defined hereunder shall, for the purposes of this License, generally have all the meanings specified.

- “The Licensor’s Premises” means the lands as shown on “Map number 1” attached to this agreement, at Knavinstown, Kildare, Co. Kildare.
- “The Plot” means the allotment measuring _____ square feet on the Licensor’s Lands allocated by the Licensor in writing and known as Plot No(s) _____ on the Licensor’s Plot Plan, attached hereto.
- “The Permitted Use” means the growing of fruit, flowers and vegetables for personal consumption or use, but not for trade or market, subject to The Regulations, as amended from time to time.
- “The Period” means from 1st February _____ to 31st December of that same year.
- “The License Fee” means _____.00 Euros for the above mentioned period or part thereof, payable in advance.
- “The Regulations” means the terms and conditions as stated herein, and such reasonable regulations as may be made, or amended, by the Licensor, from time to time, and notified to the Licensee in writing or by means of posting of a notice on the notice board of the premises.
- “The Statutory Regulations” means any laws of the Republic of Ireland including those of, or within, County Kildare, or any or all regulations made hereunder, which shall be applicable to use of The Plot and the management thereof.

3.1 In consideration of the payment of the License Fee by the Licensee to the Licensor, the Licensor permits the Licensee, in accordance with this License to use for the Period, the plot for the Permitted Use only.

- 4.1 In the event of a breach of this agreement by the Licensee, this License may be terminated by the Licensor after The Licensee has failed to rectify such breach, within two weeks notice from The Licensor to rectify such breach.
- 4.2 Notwithstanding the notice provision of Clause 4.1 the Licensor shall be entitled to terminate this License summarily, without notice, if the Licensor considers that the Licensee is carrying on any business or other activity in a manner prejudicial to the Licensor or the lands, or uses the Plot in such a way that it detracts from the character of the lands, or acts in a manner prejudicial to the Licensor's other Licensees.
- 5.1 The Licensee shall at all times observe and perform the Regulations as defined herein.
- 5.2 The Licensee will indemnify the Licensor against all liability, howsoever arising, in respect of the Licensee's use and occupation of the Plot, as well as the safety of any family member or guest or other third party brought or invited onto the lands by the Licensee.
- 5.3 The Licensor has a Public Liability Insurance policy relating to The Lands. This policy does not cover the consequences of any event which occurs on The Plot. It also does not cover the consequences of any event which could have been avoided by the Licensee and/or his visitors.
The licensor is not responsible for any event not covered by his Public Liability Insurance policy
6. If this License shall be terminated according to the rights reserved by the Licensor, the Licensee shall remove all his goods or equipment from the Plot, making good any damage to the Plot, and shall remove all other belongings of the Licensee from the Licensor's lands, within 14 days of such termination.
7. The Licensee will pay on demand, if demanded, all water charges (if any) and for any other services, which are legislated from time to time, relating to this agreement.
- 8.1 The Plot and the Licensor's lands are, and shall at all times remain, the sole property of the Licensor and the Licensee shall acquire no right, title or interest in the Plot, save the right to cultivate the said Plot for the period of this License, according to the regulations. The License does not and is not intended to create or grant to the Licensee any estate or interest in the Plot, or any other part of the Licensor's lands, or to give rise to the relationship of Landlord and Tenant between the parties.
- 8.2 The entrance for access to and exit from the plot will be determined, as marked on the attached Plot Plan, and may be altered by the Licensee, from time to time.
- 8.3 Access to plots will be between the hours starting 30 minutes before sunrise and ending 30 minutes after sunset. Outside of those hours access by the Licensee is not allowed.
- 9 If on the termination of this License, any property of the Licensee remains on the Plot or the Premises, the Licensor may remove such property, and the Licensor may sell such property, to defray expenses, and retain the proceeds of sale, or dispose of it as he sees fit, and if waste charges are incurred by the Licensor in doing so, the said charges shall become a debt due and owing by the Licensee to the Licensor.

- 10.1 The license is personal to the Licensee and is not in any circumstances transferable. The License does not permit any partner or other person connected with the Licensee to use, or gain entry to the Plot, unless accompanied by the Licensee, without written permission of the Licensor.
- 10.2 The Licensee shall not be or become entitled to any estate or priority interest in or to exclusive possession or occupation of the Plot or any part of the Licensor's lands and the Licensee is by the License invited only to share occupation of the Plot with the Licensor for the purpose of and strictly in accordance with the terms and conditions of the Agreement.
- 11.1 All waste must be disposed of by the Licensee, in a proper way. No fires are permitted on site. The Plot must be properly cultivated and used for growing fruit, flowers, herbs or vegetables. It must be kept free from weeds, pests and diseases to the satisfaction of the Licensor. The License will be terminated in the event of failure to cultivate and manage as aforesaid.
- 11.2 The growing of full size fruit trees is not allowed, but dwarf root stock is permitted.
- 11.3 No building or fencing of any kind shall be erected on the Plot by the Licensee, unless otherwise specified in writing by the Licensor.
- 11.4 No existing fence, hedge, tree or branch shall be removed without the written consent of the Licensor.
- 11.5 The Licensee shall respect the property and keep the Licensee's area in good order, repair and condition, and shall be responsible for the actions of any person that they may invite or bring on to The Plot or Premises.
- 11.6 No animals of any kind shall be brought on to the Plot or the lands unless otherwise specified in writing by the Licensor.
- 11.7 The Licensor accepts no responsibility for security or supervision of the Plots, or for the security of any tools, equipment, plants or other personal property, stolen or damaged thereon.
- 11.8 In the event of this License being terminated for any reason, no refund of any part of the License Fee will be made.
- 11.9 No toxic substances or materials will be permitted on the premises. Illegal or genetically modified plants of any kind are prohibited. It shall be a matter for the Licensee to acquaint himself with the Statutory Regulations pertaining to such matters, and to comply with the same, and the Licensee shall indemnify the Licensor against any breach or infringement of the Statutory Regulations, or any prosecution or fine imposed in terms of the Statutory Regulations.
12. The Licensee is not permitted to sell produce from the Plot or from the Lands, save from a stall which may at any time be established by the Licensor on or near the lands.

13.1 Any notice to be served on the Licensor pursuant to this Agreement shall be served on him at the address provide for him in this Agreement.

13.2 Any notice to be served on the Licensee may be served by ordinary post to the last known address of the Licensee.

14. The masculine gender includes all other genders and the singular includes the plural. Where two or more persons comprise the Licensee the obligation of the Licensees are joint and several.

WHEREAS the parties hereto have signed on the date of this agreement

SIGNED by the Licensor _____ Date: _____

Address: Knavinstown, Kildare

In the presence of:

Name and address of witness: _____

Signature of witness: _____ Date: _____

SIGNED by the Licensee _____ Date: _____

Address: _____

In the presence of:

Name and address of witness: _____

Signature of witness: _____ Date: _____