THIS IS AN AGREEMENT BETWEEN THE FOLLOWING PARTIES (herein, the Parties):

Baltimore Green Space,

[name of site manager], the current Site Manager of [name of site] (herein, Site Manager)

[name of assistant site manager] (herein, Assistant Site Manager),

[name of community partner], the Community Partner of [name of site] (herein, Community Partner)

WHEREAS:
It is the mission of Baltimore Green Space to partner with communities to preserve and support community gardens, pocket parks, and other community open spaces.

NAME OF SITE MANAGER applied for NAME OF SITE to be acquired by Baltimore Green Space. This application was successful and on ___________________, Baltimore Green Space came into ownership of this property with the understanding that NAME OF SITE MANAGER would become the Baltimore Green Space Site Manager; NAME OF ASSISTANT SITE MANAGER would become the Baltimore Green Space assistant Site Manager; and NAME OF COMMUNITY PARTNER would become the Baltimore Green Space Partner Organization.

THE PURPOSE of this agreement is to state the responsibilities of the Parties as they work in partnership for the continued maintenance and enjoyment of NAME OF SITE.

Responsibilities of Baltimore Green Space
A. Hold title to NAME OF SITE permanently for use as community-managed open space;
B. Carry basic property and liability insurance, which among other things will cover Baltimore Green Space, its employees, and its club members (volunteers);
C. Respond to requests for assistance with issues at the site to the best of its ability by referring the Site Manager and Partner Organization to an appropriate organization or company for any maintenance or management service for the site; and
D. Provide annual site monitoring and follow-up as needed. This includes conversations with community partners for the project, assessing conditions, and documenting the community project and, if necessary, legal boundaries of the land. The resulting reports can be used to defend the land in cases of encroachment, provide a historical record of the community’s efforts, and guide Baltimore Green Space’s efforts to respond to challenges community partners may be facing.

E. Provide a sign identifying the site as protected by Baltimore Green Space.

F. Ensure that all real estate taxes are paid or exempted so long as the site is maintained in accordance with the Baltimore Green Space Site Guidelines.

**Responsibilities of the Community Partner**

A. Support the efforts and continued development of the Site Manager and, if necessary, work with Baltimore Green Space to identify and put in place future Site Managers.

B. When possible, identify and secure resources necessary to support the effective ongoing maintenance of the site, and act as the administrator for such resources as necessary.

C. If available, provide access to office space, phones, internet access, meeting space, or other specific resources necessary to coordinate community engagement and ensure the success of the site as community-managed open space.

**Responsibilities of the Site Manager**

A. Meet with, organize, and support site volunteers in their involvement to maintain and operate the Site.

B. Be an accountable liaison to Baltimore Green Space staff to provide updates on the general operation of and community involvement with the Site, e.g., any community opposition, any injuries, and if there are fewer people participating in and supporting the Site. A strong partnership with Baltimore Green Space will allow the land trust to better support your project.

C. Maintain the Site as described in the application for acquisition to Baltimore Green Space and the Baseline survey. Baltimore Green Space considers these two as its “baseline” for evaluation, both for built elements and living elements.

D. Maintain the Site in accordance with the Baltimore Green Space Site Guidelines, which are a part of and attached to this agreement. The purpose of the guidelines is to provide direction to the Site Manager and other volunteers as to minimum
requirements. These guidelines will be updated from time to time and distributed, and they will replace the attached guidelines.
E. In view of Baltimore Green Space’s investigations into environmental conditions at the site, the site manager agrees to notify Baltimore Green Space of any projects or any changes in use of the site that involve digging more than two feet down, and to follow best practices as identified by Baltimore Green Space. [THIS ITEM WILL VARY DEPENDING ON THE SITUATION.]
F. Do not store or discharge any toxic wastes or other hazardous materials on or near the site and notify Baltimore Green Space immediately upon noticing any deposits or discharges of potentially toxic or hazardous wastes on or near the site.
G. Provide Baltimore Green Space with at least two weeks’ written notice for any events held on the site that may attract at least 300 people. Additional insurance coverage is required, and the Site Manager and partners are responsible for the cost. Baltimore Green Space can arrange for the insurance. The event must also comply with Baltimore City regulations.
H. If the Site Manager is no longer fulfilling responsibilities, then either the site’s core group of community members or the Partner Organization will recommend a new Site Manager.
I. Annually provide Baltimore Green Space with a list of core volunteers, with contact information.
J. If the site is not maintained in accordance with the Baltimore Green Space Site Guidelines, the Site Manager will work with Baltimore Green Space and other partners to meet the guidelines.

Effective Date
This Agreement will become effective upon signature by the Site Manager, the representative of Partner Organization, and the representative of Baltimore Green Space and shall be effective for five years. At the end of the term, we will work with the Site Manager, Assistant Site Manager, and Partner Organization to enter into a new agreement similar to this.

Failure to Comply
Substantial failure to comply with this agreement could result in revocation of this agreement by Baltimore Green Space and/or sale of the property.

Signatures and Authorization
By signing below, Baltimore Green Space, the Site Manager, and Partner Organization agree to the terms stated in this management agreement.

Signed by:

**Baltimore Green Space**
Signature: ____________________________
Print: ________________________________
Title: ________________________________
Date: ________________________________

**Site Manager**
Signature: ____________________________
Print: ________________________________
Date: ________________________________

**Assistant Site Manager**
Signature: ____________________________
Print: ________________________________
Date: ________________________________

**Partner Organization**
Signature: ____________________________
Print: ________________________________
Title: ________________________________
Date: ________________________________

**ATTACHMENT: CONTACT INFORMATION FOR SIGNERS**

**Site Manager**
Name: __________________________________________
Address: __________________________________________
Telephone: ________________________  Cell: ________________________
Email: ____________________________  Fax: ____________________________

**Assistant Site Manager**
Name: __________________________________________
Address: __________________________________________
Telephone: ___________________________  Cell: ___________________________
Email: ___________________________  Fax: ___________________________

B. The NAME OF COMMUNITY PARTNER designates the following individual as its contact person:
Name: ___________________________  Title: ___________________________
Organization: ___________________________
Address: ___________________________
Telephone: ___________________________  Cell: ___________________________
Email: ___________________________  Fax: ___________________________
Website: ___________________________

By mutual agreement of all parties there may be substitution of the Community Partner during the term of this agreement.

C. Baltimore Green Space designates the following individual as its contact person:
Name: Katherine Lautar  Title: Program Manager
Address: 1212 North Wolfe Street, Baltimore, MD 21213
Telephone: 443-996-3811  Cell: ___________________________
Email: ___________________________  Fax: 410-448-5895
Website: baltimoregreenspace.org

ATTACHMENT: CONTACT INFORMATION FOR CORE VOLUNTEERS
These are the core volunteers who work with the Site Manager and Assistant Site Manager to maintain the Site.

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