

**2014**  
**CITY OF DETROIT**  
**PLANNING AND DEVELOPMENT DEPARTMENT**  
**APPLICATION FOR GARDEN PERMIT/ADOPT-A-LOT PERMIT**

**INSTRUCTIONS:**

1. Read the entire application and the corresponding Guidelines.
2. Please fill out **ALL** information completely.
3. Please **PRINT CLEARLY**.
4. Mail or deliver the completed application to the address on the back of this application.
5. Do not begin to use the Lot until the application is approved and returned to you. The approved application will be your permit to use the Lot.

**Vacant Lot Address:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**My/Our Name(s):** \_\_\_\_\_

**My/Our Address:** \_\_\_\_\_ **City/State/Zip:** \_\_\_\_\_

**My/Our Telephone Number(s):** \_\_\_\_\_

<b><u>FOR OFFICE USE ONLY:</u></b> Cluster No _____ Lot Size _____ Ward _____ Item _____
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I/We request permission to use the parcel of City-owned land described above (the **Lot**).

**I/We understand and agree:**

1. To use the Lot only for gardening and/or landscaping beautification and maintenance purposes.
2. To keep the Lot free of weeds, debris, litter, trash, rubbish, vermin and rats.
3. To maintain the Lot in a safe and orderly manner so as not to impede pedestrian safety, and so as not to obstruct motorist vision.
4. To take all reasonable measures and precautions to minimize noise, dust, and odors from the Lot.
5. To repair any damage caused to the Lot and/or properties affected by the activities at the Lot.
6. To comply with all laws, rules, regulations, standards, ordinances, orders, and codes that apply to the Lot.
7. Not to keep or allow animals on the Lot, including but not limited to livestock, poultry, or vicious animals.
8. Not to allow a compost pile in excess of three (3) cubic yards.
9. Not to use, handle, generate, treat, store or dispose of, or permit the handling, generation, treatment, storage, or disposal of any hazardous materials in, on, under, around, or above the Lot.
10. Not to remove topsoil for any purpose, nor add any soil or other material without the City's written permission.
11. Not to sell any item from the Lot.
12. Not to erect or install any structure (other than temporary fencing) on the Lot.
13. Not to install water features of any kind on the Lot, including but not limited to ponds or fountains. Sealed water systems (rain barrels, water catchment systems, and irrigation systems) shall be allowed.
14. That the permit to use the Lot will expire on **December 31, 2014**.

15. That the City can revoke the permit to use the Lot if the City sells or conveys the Lot, or at any time, upon ninety (90) days notice from the City, and immediately if the City determines that there is a serious health or safety hazard or that I/we are in serious default of this permit.
16. When the permit expires or is revoked, unless renewed, to remove all materials, tools and equipment brought onto the Lot and to restore the Lot and properties affected by the activities at the Lot to their original condition.
17. That I/we are entering and using the Lot for my/our own purposes, on my/our own responsibility, at my/our own risk, to accept the Lot ~~as~~ *is*, to be responsible for and assume the risk of loss, theft, or damage to any produce, materials, tools, and equipment, and to be responsible for the risk of injury or hazard to anyone who enters upon the Lot.
18. That the City makes no representation or warranty as to the status of title or the physical or environmental condition of the Lot, or its fitness for any particular use.
19. To release and discharge the City or its departments, officers, employees, or agents from any and all liability, claims, demands, and causes of action whatsoever, legal and equitable, because of damages, losses, or injuries to person or property or both.
20. Not to sue the City or its departments, officers, employees, or agents, or to instituting, continuing, presenting, subrogating, collecting or in any way aiding or proceeding upon any claims, judgments, debts, causes of action, suits and proceedings of any kind at law or in equity.
21. To hold the City harmless and defend and indemnify the City from and against any and all claims, damages, obligations, penalties, costs, charges, losses, demands, liabilities, and expenses (including, without limitation, fees and expenses for attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by, or asserted against the City or its departments, officers, employees, or agents arising from and related to the use of the Lot, including but not limited to holding the City harmless from any and all claims by persons performing and or receiving items produced as a result of the gardening and/or landscaping beautification and maintenance process, as well as those functions related to maintenance, or visiting the lot under the sponsorship of the party to which this permit has been granted.

I/We have read this application and corresponding Guidelines. I/We understand and agree that permission to use the Lot is subject to all of the agreements, terms, and conditions listed above and within the corresponding Guidelines.

**Applicant Signature(s)** \_\_\_\_\_

*Mail completed and signed application to the address below:*

**NOT VALID UNLESS SIGNED BELOW BY THE CITY OF DETROIT:**

The City of Detroit approves the application and grants permission to the applicant(s) to use the Lot for the calendar year in accordance with the terms of this permit. **This permit expires on December 31, 2014.**

Date: \_\_\_\_\_

\_\_\_\_\_  
Real Estate Development Division, Property Management Unit  
(313) 224-0953 Fax Number (313) 224-4151

**Mailing Address:** Planning & Development Department  
Real Estate Development Division, Property Management Unit  
65 Cadillac Square, Suite 2000, Detroit, MI 48226-2857