

# **Technical file of the Parisian divided gardens**

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## **THE CHARTER HAND GREEN OF THE GARDENS DIVIDE:**

\* A participative gait:

The City of Paris wants to encourage the development of community gardens based on a process of consultation and close involvement of the inhabitants.

The City supports community gardens in all their diversity, whether community gardens of residents, school gardens, insert, or other gardens, to the extent that the garden will be the result of concerted and collective creation.

Resident participation in the life of the garden (planting, festivals, cultural events ...), and site management will be encouraged and will allow the development of a plant presence in the city. This is part of a sustainable development approach.

\* The creation of social link:

A Divided Garden is a life place open on the neighborhood, friendly, that favours the meeting between generations and between cultures. A Divided Garden contributes to promote the local resources while weaving relations with other structures (associations, teaching establishments, retirement houses, social centers, hospitals...).

\* The respect of the environment:

A Divided Garden is an experimentation land for respectful practices of the environment. It participates in the maintenance of the biodiversity in the urban environment and to the broadcasting of the knowledge on this environment.

\* An accompaniment by the City of Paris:

The City set up the program Green Hand to accompany the project carriers that themselves desire be in line with the framework defined by this Charter.

The association partner will see himself proposed by the City (Direction of the Green Spaces and Environment) :

- If necessary, a methodological support provided by a combination reference, with jurisdiction in the area.
- A label green thumb. The garden will be integrated into the network of Green Main shared gardens of Paris. It will benefit from exchange and documentation, and receive information on the curriculum of gardening. It may be associated with events organized by the City.
- Technical expertise and advice on environmentally friendly practices adapted to Paris.
- An agreement to use that specifies for each garden every mode of application of this Charter.

While signing this Charter, the Association becomes a member of the network Hand Green and is involved itself to respect the following points:

- Opening to the public: Open the garden when one of the members of the association is present; an opening of two half-days a week of which one being during the weekend is desirable.
- Friendliness: Organize at least one public event per gardening season.
- Communication: Post in a visible way the name, the access methods to the garden, the proposed activities, and the date for meetings; Affix the logo Hand Green on the garden
- Functioning: Elaborate collectively and carry to knowledge the rules of functioning of the garden.
- Management of the site: Maintaining the garden in good condition, remove rubbish, emphasize ecological management of the site (avoid pesticides, pesticides and chemical fertilizers, waste water, develop local composting, plant species adapted to soil and climate ,...), ensure compliance purposes with the purpose for which the garden was given (no parking, no home, ...).
- Various: Take a civil responsibility insurance.

An evaluation of the action of land will take place each year and will be the object of a report to the committee of piloting Hand Green.

**CONVENTION OF OCCUPATION AND OF USAGES FOR THE COLLECTIVE MANAGEMENT OF A GARDEN OF NEIGHBORHOOD:**

Between, on one hand, the City of Paris, represented by the Mayor of Paris, resident 3, avenue de la Porte d'Auteuil, 75016 Paris, acting pursuant to a resolution of the Council of Paris dated ... and, secondly, the association ... incorporated on ..., declared to the Prefecture of Paris, ..., represented by its president and resident in ... ..., hereinafter referred to as the "Association".

It is exposed and agreed as follows

**OBJECT:**

A/ The present convention specifies the placement methods to disposal by the City of Paris, to precarious title and revocable, of a situated land ..., of an area of ..., such as it figures on the annexed plan to the presents convention.

B/ This land is put at the disposal of the Association, for a usage ..., in the spirit of the charter Hand Green of the divided gardens of Paris, charter to which the Association adhered. The present convention constitutes an authorization of occupation of the public domain granted to the Association to graceful title for him to allow there to take the described activities to the chapter IV.

**PROVISION MATERIEL OF THE CITY OF PARIS:**

In addition to the aforementioned parcel, the city of Paris offers to the association:

- water arrival,
- a closed and transparent fence - ...

A/ An inventory will be established by both parties to the start date and end date of the effect of this agreement.

B/ The City is involved itself to assure the big works of discussion of the fence and network of drinkable water.

**DURATION:**

A/ This Agreement is concluded for a period of one year, renewable by tacit agreement to five years maximum. After these five years, the agreement must be renewed explicitly. It shall take effect upon signature by both parties and the transmission of insurance documents provided for in Article V. h.

B/ THE Association transmits each year their report of activity, and informs the City of Paris of their wish to see the renewed convention. To the view of this report, the representatives of the City judge timeliness of this renewal.

C/ The convention can be terminated before term to the initiative of the one of the parties under the condition of the respect of a notice of three months, for any interest special or motive general. This termination would not know to give place to the payment of indemnities or compensation.

D/ The notice mentioned in the preceding paragraph is not opposable to the City in case of severe and manifest breach by the Association to its obligations, such as stipulated in the present convention. In case of such a breach, and after conciliation research, the Association will have to liberate the places and to put back them in the correct state within the fifteen days following the command of the City.

#### ACTIVITES AND OBJECTIVES OF THE ASSOCIATION:

A/ THE Association will be able to organize on the garden the following activities ...

b/ THE Association will have to try to organize and to set up these activities. They will communicate uniformly the calendar to the City of Paris. The association is involved itself to inform the City of Paris of any period of vacancy in the usage of the garden.

C/ All activities of commercial and advertising nature are forbidden without previous authorization of the Municipality.

D/ Any construction or any installation of a non temporary nature must be authorized by the City of Paris and will have to be collapsible and transportable.

#### OBLIGATIONS OF THE ASSOCIATION:

A/ THE Association will make its activities not concern or bother the neighborhood, notably in evening.

B/ The Association is involved itself in maintaining the garden and eventually in good condition also the equipments of discussion and of cleanliness. Any important modification of the structures set up will be subjected to the agreement of the City of Paris.

C/ THE access and the parking of private vehicles in the provided field for disposal are strictly forbidden, safety and punctuality are required in the case of delivery.

D/ A high level of respect of the environment is asked (to avoid the products phytosanitaires, pesticides and chemical fertilizers, practice waste segregation in the garden, develop local composting, plant species adapted to soil and climate, economically manage natural resources (especially water which is borne by the Association).. Any activities that may pollute the soil and any outbreak of fire are not allowed.

E/ The plant of trees and of shrubs to big development is not authorized.

F/ The transparency of the fence will have to be maintained.

G/ THE Association will post on the fence its name, the logo Hand Green, and the access methods to the garden for the public.

H/ The association is committed to complying with all safety instructions given to them by the City of Paris.

I/ The Association will assume responsibility for damages of any kind caused by the use of the garden and it will set up equipment by the City of Paris. It will transmit to that effect to the City of Paris insurance policies it has underwritten. The consumption of plants grown in the field will be the sole responsibility of the association.

J/ the entire settlement applies to parks and gardens, shared gardens, outside of what is explicit and derogatory.

K/ The association will have to bear in duration and occupation of land, the performance of work that the City of Paris deems necessary without being able to claim compensation in any form whatsoever.

#### OPENING OF THE LAND:

A/ The keys of the garden will be delivered to members of the Association, after delivery of the documents specified in Article V, and if necessary for the smooth running of the garden, to persons authorized by the City of Paris.

B/ In the presence of one or more of the persons mentioned in the preceding paragraph, the public access will be allowed at least two half-days per week including a Saturday or Sunday. Without these people, the land will remain closed.

C/ The garden will normally be closed at night, unless specifically authorized by the City of Paris.

#### CORRESPONDENTS ASSOCIATION:

The services of the City of Paris will be the focal points and partners of the Association are:

- Cell Main Verte Paris-Nature of the service represented by ...
- ... The District Branch Green Spaces and the Environment, represented by ...

The association will be represented by (corresponding to the association) ...

.. ... Residentnumber as an emergency ....

#### LITIGATIONS:

The litigations that could arise to the occasion of the execution of the present convention, and that could not be resolved in a manner by private agreement, would be carried in front of competent administrative jurisdiction.

Paris

For the Association

The Mayor of Paris