

# THOMSON TOWNSHIP COMMUNITY GARDEN

## Community Garden Raised Bed Rental Policy and Contract (2022) Season

Renter: \_\_\_\_\_

Application date: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Mailing address: \_\_\_\_\_

Rent: \$20.00 (twenty) annually

### **Purpose:**

The Goal of the Town of Thomson is to have the Community Garden available to Township residents to enjoy in order to promote orderly and harmonious use of the community garden, we ask the renters to adhere to all rules and regulations.

### **Rules, Terms and Conditions for Participation**

*If accepted as a gardener, I will abide by the following rules, terms, and conditions:*

1. I agree to abide by its stated policies and practices.
2. The fee for the use of the garden is \$20.00 (twenty) per year (May-October) is Due prior to starting work on an assigned raised bed. The fee includes one raised bed, and access to water and a compost bin (for surplus vegetative materials only) There are no refunds.
3. I have the option to rent the same plot the following year. It is my responsibility to notify the township office by 10-15-2021 of my desire to keep the same plot for 2022.
4. Once I have been assigned a raised bed, I will cultivate and plant it by June 15, 2022. I will make every attempt to care for my plot weekly. My plot cannot be left fallow or unused. If I do not clear unwanted vegetation, I will be contacted by e-mail or phone call and will be given one week to weed my plot. At the end of that week, if it still has not been weeded, a second warning will be issued. At the end of the second week, if it has not been weeded, then plot will be plowed under, tarped and forfeited for the remainder of the growing season. I understand there will be no refund for an unkept plot. If there are extenuating circumstances such as illness or death, contact the township and a volunteer will be made available to help for a short period of time.
5. I understand that the priority for receiving a plot is as follows: Applications Must be submitted and accepted and fees received. Gardeners from the previous year will get first assignments of raised beds each gardening season. New gardeners will be assigned based on the availability on a first come first serve basis. Any excess plots will be voluntarily run for educational purposes and the harvest will be donated to local food shelves.
6. My Plot will be 12x4 feet. I will not expand my plot beyond this measurement or into paths or other plots. I will keep all my plants within the limits of my garden plot and will not allow any plants to grow to a height that significantly infringes on a neighboring plot's sunlight. I must keep my plot and one half of the paths surrounding my plot free of weeds, pests, and diseases. If I want a smaller plot, I can share my plot with another gardener.

7. I will keep my plot, paths, and surrounding areas clean and neat. I will remove any trash that I bring when I leave. Anything I bring from my home I will take back home unless I have made prior arrangements to leave tools at the site. I understand that if I choose to leave tools, the Township and community garden committee is not liable for any theft or damage.
8. I will not allow any vining plants to infringe upon or grow into pathways or other plots.
9. I will not plant any illegal plant. I will not smoke, drink alcoholic beverages, use illegal drugs, or gamble in the garden. I will not come to the garden while under the influence of alcohol or illegal drugs. I will not bring weapons or pets or other animals to the garden.
10. Guests and visitors, including children may enter the garden only if I accompany them. They must follow all rules, terms and conditions stated here. I will supervise my children at all times when they are in the garden. I am solely responsible for the behavior of my guests.
11. I will only incorporate organic practices and will not use any chemical herbicides, pesticides, or petrol fertilizers
12. I will not take food or plants from other gardeners' raised beds. I will not take anything from the garden that is not rightfully mine.
13. I will respect other gardeners, and I will not use abusive or profane language or discriminate against others
14. I will work to keep the garden a happy, secure, and enjoyable place where all participants can garden and socialize peacefully in a neighborly manner.
15. Driving on the sidewalks or lawn of the town hall is strictly prohibited
16. I will participate in the spring and fall cleanup work days and each gardener is responsible to have themselves or a representative there to do work on that day (gardeners must perform 4 hours of service each season).
17. Water Rules. Two watering barrels are provided to fill water can for your plot.
18. I forfeit my right to sue the owner of the property.

***Breaking any rules, terms and conditions is cause for exclusion from the garden and loss of your raised bed.***

1. You will receive one written warning from the community garden liaison.
2. If no response of correction has been made within two weeks, you will receive written final notification that you have forfeited your gardening privileges and raised bed
3. You will be allowed to reapply for another garden plot only after one year, and only at the discretion of the garden committee.
4. Any issues or questions regarding your plot or the garden should be directed to the Town of Thomsen Office at the Town hall.

**Hold Harmless Agreement:**

Lessee/renter shall indemnify and hold harmless the Town of Thomson from and against any and all liabilities, damages, claims, suits, costs, and actions of any kind arising or alleged to arise by reason of injury to or death of any person or damage to or loss of property occurring on, in, or about the rented space or the Town of Thomson Hall, or by reason of any other claim whatsoever of any person or party occasioned or alleged to be occasioned in whole or in part by any act or omission on the part of the lessee/ renter, or any invitee, licensee, employee, contractor, or sub contractor or lessee/ renter, or by any breach, violation, or nonperformance of any covenant of lessee/ renter under this rental contract, unless such liability, claims, suits, costs, injuries, deaths or damages are due to lessors/renters negligence or misconduct.

**Commitment:**

I have read and understand the application and accept these rules, terms, and conditions stated above for the participation in the Esko community garden.

Printed Name: \_\_\_\_\_

Signature of Renter: \_\_\_\_\_ Date: \_\_\_\_\_

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Please Mail your complete application to:  
Thomson Community Garden

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Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
(Community Garden Liaison)

Assigned Plot: \_\_\_\_\_ Other notes: \_\_\_\_\_