THOMSON TOWNSHIP COMMUNITY GARDEN

Community Garden Raised Bed Rental Policy and Contract (2026) 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 promoting 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 Renter gardener, I agree to abide by the following rules, terms, and conditions:

1. I agree to abide by the Township stated policies and practices.
2. The fee for the use of one garden bed is $20.00 (twenty) per year (May-October) and 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. I will use the bed only for the planting of vegetables or flowers.
3. I have the option to rent the same bed the following year. It is my responsibility to notify the Township office by 10-15-2026 of my desire to keep the same bed for the following year.
4. Once I have been assigned a raised bed, I will cultivate and plant it by June 15, 2026. I will make every attempt to care for my bed weekly. My bed 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 the bed may be plowed under, tarped and forfeited for the remainder of the growing season, at the discretion of the Township. I understand there will be no refund for an unkept bed. If there are extenuating circumstances such as illness or death, contact the Township and a volunteer may be made available to help for a short period of time.
5. I understand that the priority for receiving a bed is as follows: Applications must be submitted by Renter and accepted and fees received by the Township. Renters from the previous year will get first assignments of raised beds each gardening season. New gardeners will be assigned based on a first come first serve basis. Any excess beds will be voluntarily run for educational/giving purposes, and the harvest will be donated to local food shelves.
6. Each bed is approximately 12 feet x4 feet. I will not expand my bed beyond this measurement or into paths or other beds. I will keep all my plants within the limits of my garden bed and will not allow any plants to grow to a height that significantly infringes on a neighboring beds' sunlight. I

must keep my bed and one half of the paths surrounding my bed reasonably free of weeds, pests, and diseases. If I want a smaller bed, I can share my bed with another gardener.

7. I will keep my bed, 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 loss, theft or damage.
8. 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. I agree to comply with all applicable laws, rules and regulations.
9. 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 always supervise my children when they are in the garden. I am solely responsible for the behavior of my guests.
10. I will only incorporate organic practices and will not use any chemical herbicides, pesticides, or petrol fertilizers
11. I will not take food or plants from other renters raised beds. I will not take anything from the garden that is not rightfully mine.
12. I will respect other gardeners, and I will not use abusive or profane language or discriminate against others
13. 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.
14. Driving on the sidewalks or lawn of the town hall is strictly prohibited
15. I will participate in the spring and fall cleanup workdays, and each renter is responsible for having themselves or a representative there to do work on that day (renters must perform 4 hours of service each season). A spreadsheet will be made available for sign up.
16. Water Rules. Reasonable efforts will be made to provide two watering barrels to fill water can for use on your bed.
17. I understand and agree that use of the bed and/or community garden, and any participation in volunteer activities, is solely at my own risk. I forfeit any right to sue the owner of the property and/or Town of Thomson or their agents and representatives.

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

1. Depending on the violation and the discretion of township, Renter will receive one written warning from the community garden liaison.
2. If no response or correction has been made within two weeks, renter will receive written final notification that you have forfeited your gardening privileges and raised bed
3. Any issues or questions regarding your bed or the garden should be directed to the Town of Thomson Office at the Town hall.
4. Breaking any laws by Renter and/or its invites will result in immediate forfeiture of rental.

Hold Harmless Agreement:

Lessee/renter shall indemnify and hold harmless the Town of Thomson and its agents and representatives, 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 gross negligence or willful misconduct.

Commitment:

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

Printed Name:_____

Signature of Renter:_____ Date: _____

Please Mail your complete application to:
Thomson Community Garden

Approved: _____ *Date:*_____
(Community Garden Liaison)

Assigned Plot: _____ *Other notes:* _____