



TC COMMUNITY GARDEN
Historic Barns Park
2019 Plot Rental Agreement

1. I understand TC Community Garden (TCCG) is managed by its Board of Directors (Board) and Executive Director (ED) under an agreement granted by the City of Traverse City and the Charter Township of Garfield Recreational Authority (RA), the governing body of Historic Barns Park. TCCG grants to the renter a revocable license to enter on TCCG for the sole purpose of cultivating and maintaining an organic gardening space for non-commercial purposes.
2. Membership dues to TCCG for 2019 are included with this agreement. Membership runs from January 1, 2019 - December 31, 2019. I understand I must be a Member in good-standing to rent a plot or legacy plot. I agree to pay TCCG the non-refundable plot rental fee of \$100.00 for a plot (approximately 12'x30') or \$175 for a legacy plot (approximately 24'x30') payable by check, money order, or via PayPal. Legacy plots are only available to TCCG Members in unremitting good-standing who have rented a plot or legacy plot at TCCG for at least one previous season, or to any Members who submit a Annual Gardening Plan to the Board. Legacy plots may not be contiguous. I understand only one plot or legacy plot will be available to each Membership unless I petition the Board for an exception. Exceptions are made annually and are not guaranteed in the future. Renters may not be granted a plot or legacy plot for 2019 until all applicable dues and fees are paid in full.
3. I agree to pay TCCG an additional Active Gardener Fee of \$75 for a plot or \$150 for a legacy plot. This fee ensures I will use and manage the plot or legacy plot in accordance with this agreement and the TCCG Rules and Regulations. At the discretion of the Board, this fee may roll over from year-to-year or/and may be refunded if the plot is returned to the management in as good or better condition when it was assigned.
4. Plot rental shall run from April 1, 2019 and expire on October 31, 2019; but a member may rent a plot or legacy plot at any time. I understand I am responsible for maintaining my plot or legacy plot through October 31, 2019. Property, including plants, remaining on November 1, 2019 shall remain at my own risk. I understand TCCG cannot guarantee that a plot or legacy plot will be granted to me in the future. If a plot or legacy plot is granted in the future, TCCG will make all efforts to offer the same space.
5. I agree to attend a Garden Orientation with the ED before I begin working my plot or legacy plot. I must contact the ED at (231) 715-1544 or contact@tccommunitygarden.org to schedule my Garden Orientation. I understand weather may impact start dates of the Garden Orientations, and a start date of April 1, 2019 is not guaranteed. I understand plots or legacy plots that have not been cultivated by June 2, 2019 will be forfeited and all dues and fees shall not be refunded.
6. I understand I may not assign my rights under this agreement to another party, including other Members, sublet my plot, or grant it to another party without written approval from the ED. In the event that I am unable to continue to maintain my plot, I shall inform the ED so that other arrangements may be made to benefit the community. I understand any person who manages, tends, waters, or picks from my plot or legacy plot MUST be a Member in good standing of TCCG.
7. TCCG reserves the right to revoke the license granted by this agreement at any time by giving me 30 days written notice. TCCG may also terminate this agreement immediately, without notice, if I fail to comply with each of the provisions of this agreement, any applicable laws, TCCG Rules and Regulations or any additional published policy, procedures, or directives, or by a majority vote of the Board, and that the onus of knowing

said items is solely the duty of the renter. TCCG Rules and Regulations may change at any time with or without notice. I understand if my license and/or membership is revoked I will not receive any refunds.

8. On termination of this agreement, I agree to turn over the plot assigned to me in as good or better condition than it was at the time it was assigned. I shall remove all items from the property, and if I do not do so, these items shall become property of TCCG.

9. In consideration of the privilege granted by this agreement, I hereby release and forever discharge any and all claims, damages, rights and/or causes of action which I may have now or in the future, arising in TCCG while being used by me or my guests or invitees, and I further agree to indemnify and hold harmless the RA and TCCG from any and all claims and/or damages in connection with the use of TCCG by me or my guests or invitees. I further understand that I am not entitled to worker's compensation benefits under Michigan law in connection with the use of TCCG; therefore, I am personally responsible for any injuries or illnesses I may sustain in connection with the use of TCCG.

10. I understand information contained in this agreement may be shared with the RA, other TCCG members, and the public as necessary. Additionally, I irrevocably grant to TCCG unrestricted right, title, and interest in sound, still, or moving images of myself in any medium, including posting on the Internet and World Wide Web, for educational, promotional, advertising, or other purposes without limitation consistent with the mission of TCCG. TCCG respects personal privacy and shall never sell information to a third-party.

11. I understand TCCG is a community garden and as a Member and plot renter, and I am an ambassador for same. I shall act in a manner that will not bring discredit or embarrassment to TCCG. I shall be courteous, considerate, and respectful in dealing with other Members, Historic Barns Park partners, and the public. Conduct unbecoming of may result in immediate revocation of license and/or Membership.

12. I agree to maintain the plot or legacy plot using enhanced organic gardening practices as explained at my Garden Orientation and listed in the Rules and Regulations. I agree to manage my plot or legacy plot by actively weeding, watering, harvesting, and mitigating pest pressures. I understand my plot or legacy plot is a part of a community garden, and how my garden is managed may affect others. I agree to tend and harvest crops only from my plot or legacy plot, and will not damage or interfere with another plot unless permission has been granted otherwise.

13. I understand TCCG is located in public park place. Any items, including but not limited to plants, tools, pots, chairs, or decorative items at TCCG are left at my own risk. TCCG is not liable for any loss, theft, or damage that may occur. I further understand TCCG is not responsible for mitigating or preventing damages caused by natural occurrences including, but not limited to weather, insects, animals, and humans.

14. I understand I shall not personally sell or profit from the sale of any items grown in my rental plot at TCCG. This includes produce, flowers, herbs, and value-added items including, but not limited to pickles, salsas, sauces, jams, jellies and preserves, dried herb blends, teas, potpourri, and popcorn.

15. Although information may be available in multiple areas, I understand the TCCG officially communicates with all members via email through contact@tccommunitygarden.org or by phone at (231) 715-1544. I shall keep TCCG abreast of any changes to any of the contact information contained in this document.

16. I agree if any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.