



Community Garden Lease & Conditions

Welcome to the Greenbank Farm Community Garden Program

This lease is between the Port of Coupeville hereinafter called the "Port" or "the Port" and individuals using the Community Garden which is a fenced area on Port managed property at the Greenbank Farm and who are hereinafter referred to as "Gardeners." Leases are for one year periods and for such financial consideration as agreed to by the parties. This lease identifies responsibilities of the parties.

Gardeners agree to and/or are responsible for the following terms, conditions and responsibilities:

- Food grown is for private consumption only and not for commercial purposes.
- Providing their own tools, soil amendments and gardening supplies. Those using farm wheelbarrows, hoes, shovels or any other farm equipment are responsible for returning them to their source in good working order.
- Planting and maintaining plots. Composting is encouraged. Care of the composting area for those using it is required.
- Organic gardening with respect to avoidance of chemicals, sprays, soils, or any other amendments that are not considered to be organic for produce growth or weed control. Organic seeds or starts are not required.
- Maintaining gardens in a clean and tidy condition; disposal of trash. Recycling is encouraged.
- Use good water conservation practices.
- Maintaining control of pets and cleaning up of pet waste.
- Contribute to mowing of common areas and maintaining common areas close to individual plots.
- Storage of tools in a covered shed, protected from rain.
- Composting in designated areas only. Compost bins are between plots 13 & 14.
- Securing of locks and gates to maintain the garden as an area available to gardeners and guests.
- Avoidance of the use of alcohol, illicit drugs and smoking. If a social event is planned and wine or beer is desired this must be approved in advance by the POC Executive Director.
- Respect and considerate treatment and thoughtful resolution of conflicts that may arise. Issues not resolved to a gardener's satisfaction may be brought to the attention of the Executive Director who shall make the final decision.
- Removal of all rubbish; hoses, fences, netting, plastic containers, lumber, broken tools, or any other such debris from the garden when vacated. An invoice representing labor and dump fee costs will be sent to those responsible for not removing these items.



Term: January 1st, 2020 - December 31st, 2020

GENERAL CONDITIONS

- Each plot is considered leased property of the Gardener signing this lease. It cannot be sublet, although it can be shared by the approval of the Executive Director.
- Improvements such as structures, plants, tools, and containers can be removed or sold by a gardener when vacating a plot.
- The garden is not open to the public, except by invitation

By signing this agreement and participating in the Greenbank Community Garden, each gardener is agreeing to comply with the terms, responsibilities and conditions listed. Failure to perform any of the terms, responsibilities and conditions will result in immediate termination of lease and forfeiture of all fees paid and any remaining term of the lease at the time of termination. Initial _____

Primary Gardeners _____

Address _____

Phone _____ Email _____

Garden Partners _____

Emergency Contact _____ Phone _____

Assigned Garden Plot (s) _____ Amount Due _____

Garden sizes & rates are as follows (1) \$75 (2) \$20 (3) \$60 (4) \$60 (5) \$60 (6) \$60 (7) \$20 (8) \$25 (9) \$30 (10) \$30 (11A) \$20 (11B) \$20 (12A) \$60 (12B) \$60 (13) \$30 (14) \$60

Space between 13 & 14 will be used for composting

A one-time water use fee of \$15 per plot per year is mandatory in addition to Lease Excise Tax (12.84%) and Plot fee.

Annual Lease Payment Due:

Annual Lease Payment:	\$
Lease Excise Tax (12.84%):	\$
Annual Water Fee:	<u>\$15.00</u>
Total Annual Payment:	\$ _____



LIABILITY DISCLAIMER

I, as a Community Garden participant, shall defend, indemnify and hold the Port of Coupeville (POC), its officers, officials, employees, contractors and volunteers harmless from any and all claims, injuries, or damages caused by the intentional acts or negligence by me, except for injuries or damages caused by the negligence of POC.

Signature of Gardener

Date

Signature of Port of Coupeville Representative

Date

12.30.2019/V1