



## **2023 Community P-Patch Garden Lease & Conditions**

### **Welcome to the Greenbank Farm Community P-Patch 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.” Community P-Patch hereinafter called the “Gardens.” 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 is grown for private consumption only, not for commercial purposes.
- Gardeners provide their own tools 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.
- Gardeners plant and maintain their respective plots.
- Composting is encouraged and must be maintained by those participating in composting. Compost in designated areas only, between plots 13 & 14.
- Organic gardening is required with respect to the avoidance of chemicals, sprays, soils or other amendments for growth, pest or weed control. Organic seeds or starts are not required.
- Utilize water conservation practices.
- Maintain control of pets, pick up and properly dispose of pet waste.
- Contribute to the mowing and maintaining of common areas near individual plots.
- Store tools in a covered shed, protected from rain.
- Secure locks and ensure gardens are available to gardeners and their guests.
- No alcohol, illicit drugs and/or smoking is allowed in the Gardens. Deviation from this policy for wine or beer must be approved in advance by the PoC Executive Director.
- Be respectful, thoughtful, and considerate regarding conflict resolution. Issues not resolved to a gardener’s satisfaction may be brought to the attention of the Executive Director who shall make the final decision.
- Maintain gardens in a clean and tidy condition; dispose of trash. Recycling is encouraged. Remove all rubbish, hoses, fences, netting, plastic containers, lumber, broken tools, or any other such debris from the garden when the Gardens are vacated. An invoice representing labor and dump fee costs will be sent to those responsible for not removing these items.

**Term: January 1<sup>st</sup>, 2023 - December 31<sup>st</sup>, 2023**

**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 P-Patch 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 plots & 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 is used for composting

Lease Excise Tax (12.84%) assessed to each plot fee

Water use fee of \$20.00 per contract term

**Annual Lease Payment Due: Term: January 1<sup>st</sup>, 2023 - December 31<sup>st</sup>, 2023**

Annual Lease Payment:	\$
Lease Excise Tax (12.84%):	\$
Annual Water Fee:	<u>\$20.00</u>
<b>Total Annual Payment:</b>	<b>\$ _____</b>

**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.

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Signature of Gardener(s)

Date

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Signature of Port of Coupeville Executive Director  
Chris Michalopoulos

Date

01.05.2023/V1