



Town of Timnath Community Garden Rental Agreement 2025

AGREEMENT

This Community Garden Rental Agreement (“Agreement”) is effective for the calendar year 2025 upon the assignment of a Plot to a Gardener and signing by the Gardener and on behalf of the Town. The Release and Indemnification provision will survive expiration or termination of the Agreement.

The Town will provide selected Gardeners the combination to the locks on or after May 15th. Garden Plots will need to be cleared no later than November 15th.

RULES AND REGULATIONS: Gardener is responsible for maintaining their plots and agrees that Gardener, any Secondary Users, and any guests or invitees or Gardener or Secondary Users must abide by the following:

1. Plots are for the sole use of the assigned Gardener and Secondary Users, if any, identified above, and are not transferable.
2. The following is NOT permitted inside the gardens under any circumstances:
 - a. Smoking and the use of tobacco or marijuana products is prohibited on all Town-owned or operated facilities and grounds, including the community garden.
 - b. Illegal drugs or alcoholic beverages.
 - c. Anyone under the influence of alcohol, illegal drugs, or other substances.
 - d. Pets other than service animals.
 - e. Vandalizing, littering, stealing, or trespassing.
 - f. Flammable, combustible, hazardous material or waste.
 - g. Burning of debris, vegetation, or weeds in the gardens or on any property adjacent thereto.
 - h. Amplified music or sound - Headphones are required when listening to music so other gardeners or nearby residents are not disturbed.
3. Access:
 - a. Gardener will receive the combo for the locks. This combo will give Gardener access to the gardens in addition to the sharing shed.
 - b. Gardener is required to lock the gate and sharing shed when exiting the garden area.
 - c. Lock combos are not to be shared with anyone.
 - d. The lock combos will be changed annually.
4. Plots need to be tended to on a regular basis. Plots that will not be tended to for an extended period need to be cleared out.
 - a. **OPEN HOURS** – There are no lights at the community garden. Gardens are open during daylight hours only between May 15 and November 15 of the year stated above.

5. Gardener shall maintain his/her/their assigned plot free of weeds. Produce must be harvested and not allowed to go to seed. Allow adequate space within your designated plot for vining and spreading crops and keep them from spreading beyond your plot. If a plot is not being properly maintained, staff will contact the Gardener, and the Gardener will have five (5) days from the date of notification to clean up the plot.
6. Pest Control – Organic practices will be used to control insects, diseases and weeds within the garden plot. No synthetic fertilizers, synthetic pesticides, or genetically modified organisms (GMOs) may be used within the community garden.
7. WATER: Common area hoses can be used for manual watering and can be found in the sharing shed. There is no automated watering system, watering garden plots is the sole responsibility of the Gardener. The use of water should be always controlled so flooding is avoided. Hose bibs should be turned off after each watering. **Water used in the Community Garden is non-potable water – DO NOT DRINK.**
8. Trees and illegal and invasive plants are not permitted. Vines must be contained and not allowed to grow outside the garden plot.
 - a. Prohibited Plants – Growing cannabis is prohibited. Additionally, due to the aggressive nature of the following plants, they may not be planted in the Community Garden:
 - i. Amaranth, Borage, Horseradish, Hops, Jerusalem artichokes, Milkweed (common, showy, Mexican whorled), Mint (all varieties of mint including lemon balm) Raspberry, Yarrow and Orach.
 - ii. Potentially Invasive Plants – These plants seed freely and can easily spread throughout the garden.
 1. Calendula, Cosmos, Sunflowers, Dill, Morning Glory, Ammi & Daucus (false and true Queen Anne’s lace, lace flower).
9. Plant material deemed hazardous or preventing access to other Gardeners will be removed or pruned.
10. No permanent structures, such as mulch bins or tool sheds are to be built or placed in the garden. Cages, trellises, and/or tools left in the garden will be disposed of.
11. Feeders – No bird feeders, or any other animal feeders are allowed in the garden.
12. The Community Garden is a not-for-profit governmental resource; therefore, those who use the gardens for profit will be asked to relinquish their plots immediately.

SHARING SHED: The Town will provide some gardening tools and hoses, which will be located in the Sharing Shed. Gardeners agree to follow the following rules concerning use of and storing in the Sharing Shed.

1. Tools stored in the sharing shed will be available for use for all. If you do not want to share, please take your gardening tools with you. Any tools left in the Storing Shed are subject to risk of loss, theft or damage.
2. Tools must be used responsibly for their intended purposes. All tools in the Storing Shed must be cleaned and returned after use. Gardener may not remove any tool that they do not own from the Community Garden. Gardener shall promptly report any damage or broken tools owned by others to Town staff.

ADDITIONAL TERMS AND CONDITIONS

1. Either party may terminate this Agreement upon 30-days' written notice.
2. This Agreement may be terminated at the Town's discretion if the Gardener fails to meet their obligations under this Agreement.
3. The Town reserves the right to cease operation of the Community Garden at any time.
4. A Gardener shall be immediately notify the Town if their plot will be unattended for more than 10+ days.
5. The Town reserves the right to temporarily restrict access to the gardens for maintenance purposes.
6. The Town is not responsible for the personal safety of the Gardener or their guests while in the garden. The Gardener is duly aware and assumes all risks and hazards that may arise through use of the Community Garden, including without limitation risks associated with any physical activity and risk related to uneven terrain. The Gardener is responsible for any expenses and liabilities that Gardener incurs while using the Community Garden, including without limitation: physical injury, illness or death; damage to, loss or theft of personal property; damage to plants from weather, pests, or other events; and limited access to the garden in the event of damage due to weather or other events.
7. The Gardener shall immediately contact the police if suspicious activity is observed.
8. The Town is not responsible for damage to the garden or vegetation in the event the water supply is interrupted or discontinued.
9. The Town is not responsible for lost, damaged or stolen property.

RELEASE AND INDEMNITY AGREEMENT: By signing below, the Gardener agrees to the following: Gardener, on behalf of his/her/themselves and Gardener's executors, administrators, successors, agents and assigns, shall release, indemnify, defend, and hold harmless the Town, its officers, employees, volunteers, contractors, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including without limitation liability for injuries or death to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Gardener's activities under the terms of this Agreement and/or use of the Community Garden by the Gardener, Secondary Users, and any of Gardener's guests or invitees, unless solely caused by the gross negligence or willful misconduct of the Town, its officers, employees, volunteers, or agents.

In the event that the Gardener is under 18 years of age, their legal parent or guardian shall sign this Agreement, in addition to the Gardener, and thereby agrees to the terms and conditions hereof on behalf of the Gardener and the parent/guardian.

This release and indemnification has important legal consequences and has been read carefully and understood.