

Abbotsford Community Garden Agreement – 2019

In CONSIDERATION of the City of Abbotsford granting me the right to use a garden plot in the Abbotsford Community Garden, located at 1786 Angus Campbell Rd (south-east corner of Angus Campbell and Delair Roads), I agree to pay the fees described below and observe all the terms, conditions and guidelines governing my use of the garden plot and my participation in the Community Garden program as outlined in Schedule A.

Annual Membership Fees and Deposits

1. Annual membership fee for each garden plot is:
 - \$20 for a 10 x 20 foot garden plot or \$10 for a 10 x 10 foot garden plot; and,
 - 6 hours of work in-kind.
2. Clean up deposit of \$20 for each garden plot.
3. Key deposit of \$20 for each garden plot.
4. Please note there will be a \$10 charge to replace lost keys.

I have read this page and Schedule A; and, I understand and I agree to observe all of the above terms, conditions, and guidelines (including the Abbotsford Community Garden Supplement Agreement) governing my participation in the Abbotsford Community Garden.

Name: _____	
Home Phone: _____	Cell Phone: _____
Address: _____	
City: _____	Postal Code: _____
E-mail: _____	
Signature: _____	Date: _____

Please make cheque payable to the Abbotsford Community Garden Society.

Administration Use Only

Payment Method: Cheque _____	Cash _____	Rental Paid	\$ _____
Key Issued _____ (Y or N)		Clean-Up Deposit	\$ _____
		Key Deposit	\$ _____
		has kept the garden agreement	_____ (Y or N)
		if N, has received multiple warnings	_____ (Y or N)
		has completed the prior year's in-kind hours	_____ (Y or N)

Plot # _____

2019 Schedule A – Abbotsford Community Garden Agreement

Welcome to the Abbotsford Community Garden and best wishes for a successful gardening season. *In order to facilitate an enjoyable and safe gardening experience for everyone, the following Abbotsford Community Garden guidelines were drafted for each member to read and then signify by signing this agreement.* These guidelines will form the basis for your participation as an Abbotsford Community Garden member from October 1, 2017 to September 30, 2018. Each member must agree to abide by these guidelines and those provided in the Abbotsford Community Garden Supplement Guide, as a condition of participation. It is the responsibility of each participant to know and understand the guidelines.

Management of the day-to-day operations of the garden is conducted by the Abbotsford Community Garden Society (ACGS), which is a volunteer-based, non-profit organization. All organization, co-ordination, and work completed at the Abbotsford Community Garden are volunteer-based.

1. **Resolving disputes:** One of the main goals in community gardening is to work together or next to each other in relative harmony. Please be courteous in all interactions and work together to resolve any disagreements.
2. **Maintenance of plots:** A garden plot must be maintained, planted during the growing season, and stay within its boundaries. Each gardener is responsible for the proper maintenance of his or her garden. Weed control is necessary in consideration of other garden plots for the duration of the season. Failure to adequately maintain a garden will result in forfeiture.
3. **Unattended plots:** If any garden appears unattended for a period of two (2) weeks and administrator@abbotsfordcommunitygarden.com has not received notice from the gardener of an acceptable reason, the garden will be considered abandoned and the ACGS will set a date for work to be completed by the gardener. If the gardener does not meet the agreed upon date, the gardener will receive a 5-day notice to clean up garden or lose plot. If the gardener does not respond, they will receive a cancellation notice and the plot will be assigned to another gardener.
4. **Garden paths:** Garden paths must be kept clear of all obstacles including, but not limited to, bikes, carts, wagons, wheelbarrows, tools, lawn chairs, and hoses.
5. **Clean-up:** Annual crops should be harvested and the plants cleaned-up and composted by September 30th, 2018. Winter gardening is permitted if the plot holder has rented the plot for the following year.
6. **Trespassing:** No gardener is permitted in the garden of another gardener without the presence of the other gardener or without his or her permission.
7. **Consumption of produce:** Garden produce may not be sold. Gardeners are encouraged to donate their excess produce to the Abbotsford Food Bank or other organizations that can use fresh produce.
8. **Watering:** Hoses will be provided by the ACGS. Please handle with care, turn off after use, and place hoses on stands. If there is a problem with a hose or a water leak, please contact administrator@abbotsfordcommunitygarden.com. Water conservation is everyone's responsibility. Only hand held nozzles are permitted; any other type of sprinkler or soaker must not be used. Watering during midday is discouraged, especially on hot or windy days.
9. **Tools:** The Abbotsford Community Garden has a limited supply of tools and wheelbarrows that can be used. Borrowed tools should be cleaned and returned to the storage area when done. Under no circumstances are the communal garden tools (i.e., rakes, hoes, shovels, wheelbarrows, etc.) to leave the vicinity of the Abbotsford Community Garden.
10. **Children and Pets:** Children are welcome as long as they are under close supervision. Do not let children stray into neighbouring plots. Pets are not allowed in the garden area under any circumstances, even if on a leash.
11. **Use of Chemicals:** Any pest control products, including herbicides, or chemical fertilizers will not be used unless authorized by a Garden official. Organic methods (acceptable under the *Canadian Organic Standards*) are required and when in doubt seek advice. Remove weeds when they are small and easy to pull. Please don't let weeds go to seed.

12. **Plot boundary:** The corner stakes of your garden plot are the property of Abbotsford Community Garden and they should not be removed. Use them to determine your plot boundaries. Any items outside plot boundaries are considered communal property. Please ensure that your plants are held within plot boundaries for easy mowing by volunteers. Any plants outside plot boundaries may be mowed or weed-wacked during maintenance of the site.
13. **Fences and other structures:** Fences are not to be over 105 cm (42 inches) in height. Structures within the plot boundary are not to cover more than 25 percent of the plot area or be over 1.83 meter (6 feet) in height. They must not interfere with other gardens or gardeners
14. **Use and Misuse of Gardens:** Gardeners are asked to consider their fellow gardeners when planting to the extreme edges of their plots not edged by pathways; and, in selecting tall plants such as corn and sunflowers.
15. **Composting:** Compost piles are maintained by garden volunteers of the garden site. Your cooperation in putting compost materials in the designated areas is appreciated. Do not bring any food waste or green waste from outside of the garden for composting as we want to avoid pest problems, particularly rodents. Deposit only plant matter in the compost piles (no plastic, metal or painted wood).
16. **Refundable Clean-up Deposit:** Gardeners are required to pay a \$20 clean-up deposit for each leased garden plot. Clean-up deposits are held in trust by Abbotsford Community Garden. Return of deposits will only occur if the gardener chooses to quit gardening with Abbotsford Community Garden and their plot has been left in a condition satisfactory to the Board of Directors. Clean-up deposits that are unclaimed after six months of gardening inactivity will become the property of ACGS. Failure to adequately clean up your garden plot by the designated date will result in the loss of your clean-up deposit.
17. **In-kind work:** In keeping with the intentions and meaning of a community garden and in an effort to defray costs and maximize available grants, each garden plot holder is required to complete 6 volunteer hours of in-kind work (such as maintenance of the site, administration and/or organization). Suggested volunteer tasks include: weeding, lawn-mowing, weed-eating, watering, and clean-up of washroom facilities, etc.
18. **Annual plot fees:** Plot fees for the following season and 6 hours of work in-kind are due by September 30th to secure a plot for the next season. Any plot holder who does not document contribution of 6 work in-kind hours throughout the year will not be eligible to rent a plot for the following year. The annual fee includes both the monetary rental fee and 6 work in-kind hours.

INDEMNITY

I agree to indemnify and hold harmless the City of Abbotsford including its elected and appointed officials, employees, and agents; and, the Abbotsford Community Garden Society and its directors from and against any and all actions, causes of action, damages, costs, losses, expenses, and/or demands of any kind, description, or nature of which the City of Abbotsford may sustain, incur, or be put to by reason of, or arising out of, or attributable to this agreement or my participation in the Community Garden program; including, but not limited to, any claim of personal injury, property loss, or damage by me or by any invitee or other persons for whom I am at law responsible.

TERMINATION

I understand and agree that:

- a) I may terminate this agreement and my participation in the Community Garden program at any time by sending a written notice to the ACGS.
- b) The ACGS may immediately cancel this agreement and all my rights to use a garden plot or participate in the Abbotsford Community Garden program if, in the ACGS' opinion, I fail to comply with any of the terms and conditions of this agreement; including any of the Guidelines set forth in Schedule A and the Abbotsford Community Garden Supplement Guide, or fail to remedy any such non-compliance when and as required by the ACGS.