



Community Garden Rules/Gardener License Agreement

DEFINITIONS:

“Owner” defined as The Corporation of the City of Vaughan

“Animals” defined as any animal kept as a pet

“Plot” defined as the sections of the collaborative garden including raised beds and exhibit gardens, designated for planting

“Gardener” and/or “Plot User” defined as person(s) assigned to a plot within the designated area. Responsible for the planting and maintenance of the assigned plot and bound by the terms of this license agreement.

TERM:

Participation in this Community Garden agreement will be annual, from May 1 to November 2, and the agreement will end.

RULES:

I understand that the City of Vaughan is hereby granting permission at its sole discretion for me to use the designated plots at _____ community garden on a non-exclusive basis and for the sole purpose of community and/or allotment gardening, from May 1 to November 2 annually for a one (1) year period, unless extended on mutual agreement. I agree to abide by the City’s applicable policies and practices.

I will abide by all City of Vaughan Bylaws and Provincial regulations.

In accordance with the Pesticide Free Bylaw, Parks Bylaw, and Noxious Weed Act, I agree not to use fertilizers, insecticides or weed repellents.

I understand that each community garden location must elect or designate one person annually to serve as Community Garden Coordinator and that this individual will represent all site gardeners and will serve as the main contact person with the City of Vaughan.

I agree that the designated Community Garden Coordinator will represent me vis-à-vis the City of Vaughan.

I will begin preparation and planting by May 1 and provide continued maintenance of my plot, and plant materials within my plot, for the duration of the period May 1 to November 2.

I will be responsible for the maintenance and upkeep of my garden plot including: watering, weeding, harvesting, removal of fallen or rotten produce on a weekly basis, litter removal and any other garden related maintenance from May 1 to November 2 and will help to “close the garden”. I understand gardeners may arrange for other gardeners to water their plots.

If I must withdraw from maintaining my plot and participating in the garden for any reason, I will notify the garden coordinator.

I will not plant any illegal plants. I will not smoke, drink alcoholic beverages, use illegal drugs, or gamble in the garden. I will not come to the garden while under the influence of alcohol or illegal drugs.

I understand that children under the age of 16 are allowed in the garden; however, they must be accompanied and supervised by an adult at all times.

I understand that I am responsible for supervising those individuals I may bring to the garden including other adults, youths and children.

I understand that animals, i.e., dog, cats, other pets are not permitted in the garden and all pets outside of the garden and surrounding area are to be kept on a leash.

I will not take food or plants from other gardeners' plots unless given express permission by the other gardener. I will not take anything from the garden that is not rightfully mine.

I will respect other gardeners, and I will not use abusive or profane language or discriminate against others.

I understand that loud music is prohibited and that I must respect the neighbours of the garden area.

I agree not to cause a nuisance, disturbance or to interfere with the quiet enjoyment of other gardeners.

I will keep the garden plot weeded on a weekly basis and will work to maintain the areas immediately surrounding my plot (edges, walkways and paths).

I understand that edges, walkways and paths are to be kept clear of obstacles and that any tools and personal property must not be left on the site overnight.

I understand that the use and storage of hazardous substances at the garden site is prohibited.

I understand that camp fires, candles, gas and/or open flame lanterns or torches are prohibited on the garden site.

If my plot becomes unkempt, I understand I will be given one (1) weeks' notice to clean it up. At that time, it will be re-assigned to another gardener or tilled in.

I will keep trash and litter out of the plot, as well as from adjacent edges, walkways, paths and fences. I will dispose my trash properly, in appropriate garbage cans and/or receptacles if available. If appropriate receptacles are not available, I will take my trash back home to dispose of properly.

I will plant tall crops where they will not shade neighbouring plots.

I understand that each garden user must apply each year for a plot. The number of plots per gardener may be limited according to demand.

If I have a surplus of vegetables or fruits or other harvest, I will notify the garden coordinator and will work to donate the surplus harvest to a charitable cause and/or community members in need.

I will utilize the designated parking lots and not drive motorized vehicles into the garden area.

I understand that the community garden will close nightly at 11pm and that overnight activities are strictly prohibited.

INDEMNITY:

I _____ shall indemnify and save harmless the City of Vaughan from any and all claims, demands, causes of action loss, costs or damages that the City of Vaughan may suffer, incur or be liable for, resulting from the performance of this agreement, be it by me or any of my guests.

I understand that contravention of any rules, terms, conditions, Bylaws and legislation is cause for exclusion from the garden and loss of the plot and possible liability on my part.

EXCLUSIVE ACTION PROCEDURE:

Should the rules of this agreement be breached the following procedure will follow:

1. You will receive one (1) verbal warning from the garden coordinator.
2. If no response or correction has been made, you will receive written notice one (1) week later.
3. In another one (1) week, if no response or correction has been made, you will receive written final notification that you have forfeited your gardening privileges and plot.
4. You will be allowed to reapply for another garden plot only after one (1) year, and only at the discretion of the garden coordinator and property owner.

I _____, have read and understand this license agreement and accept these rules, terms, and conditions stated above for the participation in the community garden. I understand that the Owner has the right to create new rules if a situation warrants.

Signed: _____ Date: _____
Gardener

Approved: _____ Date: _____
City of Vaughan Representative