

# Ardmore Gateway Garden Plot Lease Agreement--2019

Revised September 27, 2018

This Agreement is entered between \_\_\_\_\_  
("Gardener") and Sustainable+Ardmore dba Ardmore Gateway Garden  
("AGG").

**The Ardmore Gateway Garden is a community garden.** This means we are a community of gardeners who work collaboratively toward the success of our garden. To achieve this, all gardeners are obligated to help maintain the garden space, beyond their own plot. It also means that we are part of the local Ardmore community and need to do our part to meet community standards for appearance and behavior. We have defined this as keeping the lawn mown, maintaining the flower/berry plots bordering the garden in the front and side, keeping the trees trimmed, and picking up trash.

## **Gardener Eligibility**

In order for an individual to be eligible to rent a garden plot at the AGG, he / she must meet the following criteria:

1. Live within Forsyth County, NC.
2. Supply current home address, phone number(s), email address. Contact information must be kept current – forward updates to the garden manager.
3. Agree to adhere to the Ardmore Gateway Garden community standards, as amended from time to time, & plot lease agreement.
3. Must be in good standing from previous year (if applicable).
4. Must attend an orientation session at the beginning of the season.
5. Must pay garden plot rental fees in full prior to the payment deadline. If a gardener does not pay the garden plot rental fee in full prior to the payment deadline, the gardener forfeits the plot assignment.

## **Rent**

Rent is based on bed size. Rates for 2019 are \$40 (4'x4'), \$60 (4'x6'), \$80 (4'x8'), \$120 (4'x12'). Rent shall be paid in advance. Rent check shall be

mailed to Sustainable+Ardmore, 500 W. Fourth Street, SUITE 203-A, Winston-Salem, NC 27101.

### **Duration of Lease:**

1. The plot rental term commences on the date rent is paid and ends December 31 of each year.
2. Gardeners may not have access to their plots between January 1 through March 1, as this period is reserved for major maintenance events at the AGG site.
3. AGG reserves the right to terminate this Agreement at any time if Gardener violates any provision of this lease or the AGG Community Standards (Appendix). Gardeners considered to be in violation will receive written notification and encouraged to work with the Garden Manager toward a solution. If a satisfactory response is not received, the Agreement will be terminated.

### **Plot return policy**

1. Notify garden manager immediately to terminate your plot lease.
2. Beds may not be sublet.
3. No refunds will be issued if plot is returned or forfeited.

### **Program provisions**

As a participant in the AGG community gardening plot rental program, you will be provided with:

1. A garden plot
2. Amended soil for gardening
3. Access to water (approximately April 1 – October 31)
4. Composting for plant waste

## Gardener work obligations

All gardeners are expected to contribute 6 units of work over the course of the gardening season (March-October) (see chart below). This volunteer work may be done at any time and need not be done during a scheduled workday. At least half of these units should occur in the first half of the summer. An electronic sign-up will be provided. Gardeners who have not signed up for any units by end of May will forfeit bed. A google sheet will be provided, and gardeners are expected to initial and date tasks when completed.

| Task                         | First Half |    |    |    | Second Half |    |    |    |
|------------------------------|------------|----|----|----|-------------|----|----|----|
|                              | M          | A  | M  | J  | J           | A  | S  | O  |
| Clean, condition garden beds | 1          |    |    |    |             |    |    |    |
| Clean, condition garden beds | 1          |    |    |    |             |    |    |    |
| Clean, condition garden beds | 1          |    |    |    |             |    |    |    |
| Clean, condition garden beds | 1          |    |    |    |             |    |    |    |
| Clean, condition garden beds | 1          |    |    |    |             |    |    |    |
| Clean, condition garden beds | 1          |    |    |    |             |    |    |    |
| Clean, condition beds        | 1          |    |    |    |             |    |    |    |
| Clean, condition beds        | 1          |    |    |    |             |    |    |    |
| Mow—Week 1—Front             | 1          | 1  | 1  | 1  | 1           | 1  | 1  | 1  |
| Mow—Week 1—Back              | 1          | 1  | 1  | 1  | 1           | 1  | 1  | 1  |
| Mow—Week 2—Front             | 1          | 1  | 1  | 1  | 1           | 1  | 1  | 1  |
| Mow—Week 2—Back              | 1          | 1  | 1  | 1  | 1           | 1  | 1  | 1  |
| Mow—Week 3—Front             | 1          | 1  | 1  | 1  | 1           | 1  | 1  | 1  |
| Mow—Week 3—Back              | 1          | 1  | 1  | 1  | 1           | 1  | 1  | 1  |
| Mow—Week 4—Front             | 1          | 1  | 1  | 1  | 1           | 1  | 1  | 1  |
| Mow—Week 4—Back              | 1          | 1  | 1  | 1  | 1           | 1  | 1  | 1  |
| Trim trees, shrubs, trash    | 1          | 1  | 1  | 1  | 1           | 1  | 1  | 1  |
| Trim trees, shrubs, trash    | 1          | 1  | 1  | 1  | 1           | 1  | 1  | 1  |
| Weed front beds              | 1          | 1  | 1  | 1  | 1           | 1  | 1  | 1  |
| Weed front beds              | 1          | 1  | 1  | 1  | 1           | 1  | 1  | 1  |
| Water common beds—Week 1     |            |    |    | 1  | 1           | 1  | 1  |    |
| Water common beds—Week 2     |            |    |    | 1  | 1           | 1  | 1  |    |
| Water common beds—Week 3     |            |    |    | 1  | 1           | 1  | 1  |    |
| Water common beds—Week 4     |            |    |    | 1  | 1           | 1  | 1  |    |
|                              |            |    |    |    |             |    |    |    |
|                              |            |    |    |    |             |    |    |    |
|                              | 20         | 12 | 12 | 16 | 16          | 16 | 16 | 12 |

**Ardmore Gateway Garden Plot Lease Agreement**

By signing below, I agree that I have read and understand the Ardmore Gateway Garden Community Standards (Appendix) and will abide by all of the garden rules. I understand that neither S+A nor the landowner is responsible for my actions.

Assumption of Risk, Waiver and Release. I am aware that the risks inherent in gardening activity, included, but are not limited to, the risk of serious physical injury, death or other harmful consequences that may arise from my participation in garden activities. Being fully aware of these risks, I hereby assume all risks of injury, damage, liability and harm to myself arising out of use of the garden. I therefore agree to release and hold harmless, defend and indemnify S+A, North Carolina Baptist Hospital, their employees, directors and representatives against any liability, damage, loss, claim and costs, including attorney fees, that arise out of or in connection with use of the garden by me, my guests or my children whether or not the damage, loss or claim arises out of the negligence of any person released.

Leased plot number \_\_\_\_\_ Plot size \_\_\_\_\_

Lease begin date \_\_\_\_\_

Lease end date \_\_\_\_\_

Lease fee \_\_\_\_\_

Paid by: cash / check / credit or debit

Payment received date \_\_\_\_\_

I have read and agree to the Ardmore Gateway Garden Community Standards.

Lessee \_\_\_\_\_ Date \_\_\_\_\_

I have read and agree to the terms set forth in this lease agreement.

Lessee \_\_\_\_\_ Date \_\_\_\_\_

Lessor \_\_\_\_\_ Date \_\_\_\_\_

## APPENDIX

### Ardmore Gateway Garden Community Standards--2019

**Revised September 27, 2018**

This document outlines the rules, regulations, and expectations for the Ardmore Gateway Garden (AGG) at 426 S Hawthorne Road. Anyone participating as a gardener or a volunteer at the AGG site or anyone attending a program, workshop, workday, or event at the AGG site must read, understand, and abide by the terms outlined below.

#### **General Policies**

- Do not harvest, weed, or clear another person's plot without first receiving permission.
- No open burning is allowed on the property.
- Excessive noise, music, and disrespectful or abusive language is prohibited.
- All use of tobacco and illegal drugs is prohibited.
- No dogs, leashed or unleashed, are allowed inside the garden property's boundaries.
- Children under the age of 12 must be accompanied and supervised by adults.
- All gardeners and volunteers participating in gardening or workdays must sign a waiver.
- Please be aware that AGG is an unfenced, public garden, and we are not responsible for the actions of passers-by.
- One of the tasks of the Garden Manager is to counsel new gardeners, particularly on what plants will do best in the different size beds available. New gardeners are encouraged to seek out the Garden Manager for advice.

#### **Allocation of plots**

##### Priority

In the event that demand for garden plots at the AGG exceeds supply, the following criteria will be used to determine plot assignment priority:

- Plots are assigned on first come, first served basis. Date and time will be determined by receipt of garden rental fee and signature of gardener on the plot lease agreement.
- Higher priority given to those without suitable gardening space at home.
- Higher priority given for those who live closer to the AGG site.

#### Trading plots

Two gardeners may agree to trade plots if desired by both parties, with the approval of Garden Manager or Board President.

#### Sponsored plots or other special circumstances

The Sustainable+Ardmore Board of Directors will consider appeals for subsidized or partially subsidized garden plots on a case-by-case basis.

#### **Parking and Access**

- AGG is primarily a pedestrian- and bicycle-accessed public space. Parking is limited and is available on a first come, first served basis only for persons working on-site.
- Obey all municipal parking signs when parking on surrounding streets.
- Access to the tool sheds will be provided via combination lock code. Only the garden manager, gardeners and Sustainable+Ardmore (S+A) Board members will have access to this combination.

#### **Reporting Theft or Vandalism**

Report all theft and vandalism immediately to the Garden Manager or the S+A Board President.

#### **Enforcement**

- If any individual at the AGG site is engaging in unsafe, violent, threatening, or illegal behavior, notify the police immediately by calling 911.
- The Garden Manager or any S+A Board member may ask any individual who is violating the general policies to leave the AGG site at any time.

- The Garden Manager may file an incident report whenever a gardener is in violation of the policies outlined in this document or the Plot Lease Agreement. The incident report will be kept on file with the Garden Manager and a summary of all reports issued will be provided at the monthly S+A Board meetings. Incident reports will be communicated to the offending gardener via email. Accumulation of five incident reports within a calendar year will result in forfeiture of plot.
- An injury report should be filled out by the Garden Manager or the supervising S+A Board or committee member for each and every injury. A first aid kit is provided in the tool shed.

## **Gardener-Specific Rules**

### Communications

- All gardeners must have a current contact information on file. The gardener is responsible for contacting the program coordinator with updated contact information.
- A list of current gardeners' email addresses and/or phone numbers will be provided to the Garden Manager and the S+A Board President.
- Notify other gardeners if on vacation so plot can be harvested / weeded / cleared as appropriate.

### Dates by which planting and end-of-season clearing must take place

- All plots must be planted by May 31st of each year. Plots not planted by this date will be forfeited, and reassigned June 1.
- Plots must be cleared by December 31st of each year. Failure to adhere results in loss of priority placement the next year.

### Maintenance

- AGG provides a collection of tools and materials for volunteers and gardeners in the tool shed on-site. AGG does not guarantee the availability of any tools on-site. Gardeners should plan to bring their own tools.
- Keep weeds less than 6" in height.

- AGG may trim any plant inside a rented plot that exceeds the bounds of the wooden or brick frame of the rental bed, or encroaches on the public space and walkways between plots.
- Harvest crops in a timely manner. Please be aware that produce past peak ripeness may be harvested by AGG for donation. To avoid this, keep track of ripening and harvest just before peak ripeness. Doing so will also aid in keeping thefts and pests down.
- AGG common spaces (including paths between plots, lawn, and common beds) will be maintained by gardeners.
- No trash or debris in plot.
  - Plant debris must be placed in on-site compost. If the plant is diseased or infected with a fungus, we ask that it is placed in the yard waste cart located behind the fence near the driveway rather than our compost.
  - Dispose of all trash and recycling in the appropriate yard carts, also located behind the fence near the driveway.

#### What can be grown

- Food crops for personal consumption or donation (food grown cannot be sold for profit.)
- Ornamental flowers and plants, as well as edible and medicinal herbs.
- Do not plant anything prohibited by law or listed on the North Carolina Department of Agriculture's list of noxious weeds (found here: <http://www.ncagr.gov/plantindustry/plant/weed/noxweed.htm>) or plants listed on the USDA Federal Noxious Weed List ([https://www.aphis.usda.gov/plant\\_health/plant\\_pest\\_info/weeds/downloads/weedlist.pdf](https://www.aphis.usda.gov/plant_health/plant_pest_info/weeds/downloads/weedlist.pdf)).
- Keep plants that spread or wander, such as mints, in pots or away from plot boundaries.
- The following vining plants are not appropriate for raised beds of the size in AGG: melons of all kinds and winter squash, including pumpkins. These can only be grown with permission from the Garden Manager.
- Keep vining plants away from plot edges.



- Plants cannot be so high as to cause excessive shade in nearby plots.

### Structures

Trellising is allowed so long as it is approved by the Garden Manager and it does not shade adjacent plots. No fences allowed in garden plots.

### Pest control

- All pesticides not labeled specifically for organic gardening use are banned.
- Pesticides must be approved by the Garden Manager.
- Organic pest controls must be applied or used so as not to affect surrounding plots.
- Trapping of animals will be considered on an as-necessary basis. Submit requests and concerns to the Garden Manager.
- Empty and store all containers of water in order to prevent mosquitoes.

### Mulch

Only organic, plant-based mulches are permitted, such as straw, pine straw, composted leaves, wood chips or sawdust from untreated lumber. AGG provides wood chip mulch on-site that all gardeners and volunteers are welcome to use at the AGG site or within rental plots.

- Landscaping weed-barrier fabric, uncomposted grass clipping, and rubber / recycled tire mulch are strictly prohibited.

### Compost

- Plant material from on-site may be added to the compost at the rear of the property.
- Gardeners and Volunteers may bring food compost from home. Acceptable materials include:
  - Eggshells, coffee grounds and filters (no K cups), raw vegetable and fruit wastes, raw or cooked grains (oats, rice, barley, quinoa etc), pulp from juicing.
  - No whole fruits or vegetables are permitted - please cut before composting. No corn cobs or stones from fruit.
  - We do not permit meats of any origin, dairy, animal byproducts, or oils/fats of any sort in our compost bins.

- Please be mindful of large seeds - these may germinate in the nutrient-rich bins!

#### Watering policy

- Buckets and watering cans are available for gardener use in the tool shed. Watering hoses are also available connected to the spigot. Please limit water use to only what is necessary and reasonable. Care should be taken not to stretch hoses beyond their limit.
- Report any leaks from the yard hydrant to the Garden Manager immediately.

#### Site maintenance

All gardeners are expected to contribute toward ongoing maintenance of the AGG site. This includes mowing, weeding, watering, and general site clean-up. Any person for whom these tasks are not possible due to physical limitations should discuss this with the garden manager to identify more appropriate tasks. Gardeners will sign up for site maintenance tasks at the beginning of the season and may modify or trade tasks with other gardeners during the season.

#### Termination

The lease for any plot what is inactive for an extended period of time, or unplanted by May 31st (excluding gardeners joining after this date), may be terminated after notice to the lessee. "Inactive" includes failure to tend assigned plot for an extended period of time, and/or consistent failure to harvest / let produce rot. Leases for inactive plots will be terminated to maximize the availability of plots for other members of our community who would like to be able to participate at AGG