

## **Addison Community Garden Project 2021 Plot Lease Agreement**

This 2021 Plot Lease Agreement (“Agreement”) is made between Plot Leaseholder who is identified below and the Addison Arbor Foundation (“AAF”).

### **Background and Definitions.**

AAF established the Addison Community Garden (“Community Garden”), in cooperation with the Town of Addison, to provide Addison residents an opportunity to garden in an urban community setting. The secondary purpose is to encourage 20 percent of garden production be donated to the Metrocrest Services Food Bank.

“You” or “your” refers to the Plot Leaseholder.

“We” or “us” refers to AAF.

### **Community Garden Management.**

AAF has and retains overall administrative responsibility for the Community Garden. AAF appoints one volunteer Garden Leader who provides the day-to-day operational management of the Community Garden. The Garden Leader may appoint one or more volunteers to assist in managing the Community Garden. The Garden Leader is responsible for ensuring the plot leaseholders are fulfilling their responsibilities and following the rules and guidelines in this Agreement and for providing written notices of violations and/or action items to the plot leaseholders as necessary. The Garden Leader notifies AAF of any changes in plot leaseholders, requests from residents to be placed on the plot waiting list, any issues and any supply, maintenance and improvement requests on an ongoing basis or as requested by AAF.

Plot Leaseholder agrees to cooperate with the Garden Leader so that all plot leaseholders can garden productively and enjoy the Community Garden.

### **Financial Considerations; Plot Lease Fee.**

AAF makes every effort to accumulate sufficient funds to handle maintenance and supply requirements as they arise.

AAF determines the amount of the plot lease fee in advance of each calendar year by taking into consideration anticipated expenses and maintaining reserves for unanticipated expenses and any garden improvements. The current plot lease fee is \$100.00 per year, is due in advance and is nonrefundable. The amount of the fee is subject to change and is reviewed annually by AAF.

## **Community Garden Rules and Guidelines.**

1. You must be a resident of Addison, Texas, and at least 18 years old to become a plot leaseholder in the Community Garden. You must provide proof of age when you become a plot leaseholder and proof of residency annually.
2. You are responsible for your individual plot(s) and must spend at least one hour per month maintaining the common areas.
3. Continuously plant vegetables, fruits and companion plants by succession planting, mulching all soil with organic matter and using proper watering techniques. Failure to do so shall constitute an abandonment of the plot.
4. Plan your garden layout so that your plants do not shade your neighbor's plot.
5. You may not plant illegal or invasive plants, and you may not plant trees.
6. Never leave the plot with bare soil or with dead, unwanted or overgrown plants. During the winter, level the soil, mulch the plot and maintain cold weather plants or cover crops.
7. You are responsible for regularly clearing and properly disposing of dead or overgrown plant material.
8. Dispose of diseased plants in the trash bins.
9. Use of organic products is strongly recommended and preferred. Neither the Community Garden nor AAF warrants that a plot is organic; however, we do request the use of commonly accepted natural products:
  - a. Fertilizer: Organic, water soluble, granular or liquid. You may request to have other products evaluated.
  - b. Disease and Pest Control: Organic products and methods are strongly encouraged. You may request to have other products evaluated.
  - c. Mulch: Use only plant based mulch, including native shredded wood or wood chips. You may also use leaves or winter cover crops (provided by Plot Leaseholder).
  - d. Compost: No one may compost on Town of Addison property. If you compost at home and would like to use that composted material on your plot, you may do so if cat and dog feces are not composted.
10. Water is provided by the Town of Addison or from rain barrel collection. Do not water to the point of runoff. Soaker hoses and mechanical timers are permitted. No programmable timers are allowed. When watering, only water your plot(s).

11. You must keep the Community Garden litter-, tobacco- and drug-free.
12. Use garden paths and do not step on garden beds or plot soil.
13. To maintain the structural integrity of the plots and their structures, do not move or adjust the retaining wall blocks, including temporary moves to facilitate anchoring of netting or other materials, and do not remove soil other than for purposes of amending or immediately replacing the soil in the plots.
14. Any signage must be tasteful and not contain language or images that may be construed as distasteful, offensive, controversial, disparaging, religious or political.
15. You are encouraged to donate 20 percent of the production from your plot(s) to Metrocrest Services Food Bank by placing harvested crops in the designated area within the shed.
16. You must correct any violation(s) of these rules and guidelines within 14 days of written notice.
17. If you (a) fail to take corrective action within 14 days of written notice of violations or action items; (b) abandon a plot as described in paragraph 3; or (c) no longer want the plot, AAF and/or the Garden Leader will notify you that this Agreement is terminated and will assign the plot to the next person on the waiting list.

### **General Provisions.**

Plot Leaseholder understands that the Town of Addison and AAF do not assume liability for the actions of the gardeners or their guests in performing gardening and maintenance in the Community Garden. Each Plot Leaseholder must sign a Release of All Claims form and any other documents required by the Town of Addison or AAF.

The Town of Addison or AAF may establish additional rules, guidelines, regulations and/or standards for participating, working and/or volunteering at or in connection with the Community Garden and may amend the provisions, rules and guidelines of this Agreement at any time. Plot Leaseholder agrees to comply with any such new or amended rules, guidelines, regulations, standards and provisions.

Plot Leaseholder agrees that written notices under this Agreement may be made electronically to the e-mail address provided by the Plot Leaseholder.

This Agreement is governed by and construed under the laws of the State of Texas, without reference to its conflict of law provisions, and venue for all matters, claims or proceedings arising from or related to this Agreement or the Community Garden is Dallas County, Texas.

All plot leases must be approved by the Garden Leader and AAF. When approved, this Agreement is effective from January 1, 2021, or the date Plot Leaseholder submits the lease and

payment of the plot lease fee if later, through December 31, 2021, unless terminated earlier if the plot reverts to the Community Garden.

**By signing below, I, the Plot Leaseholder, represent and confirm that (a) I am a current resident of Addison, Texas; (b) I am at least 18 years old; (c) I have carefully read and agree to the terms of this Agreement; and (d) I have read, signed, and agree to the terms of the Town of Addison's Release of All Claims.**

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contact phone number: \_\_\_\_\_

Contact e-mail address: \_\_\_\_\_

In case of emergency, please contact (name and phone number):

\_\_\_\_\_

\_\_\_\_\_