

2017 BARRINGTON COMMUNITY GARDEN LEASE AND USE AGREEMENT

The Barrington Community Garden (BCG) is a volunteer-run organic community garden for Barrington residents. This Lease and Use Agreement identifies terms, obligations, and prohibitions. The annual fee for leasing a 5' x 20' plot is \$25 and is payable by check printed with a Barrington address. For more information, visit www.barringtoncommunitygarden.org.

General Terms

- ◆ The BCG is open from dawn until dusk, seven days a week. Parking is permitted only when the garden is open and only in designated areas.
- ◆ Children are welcome in the BCG, under adult supervision. Pets are not allowed in the BCG.
- ◆ Lessee must adhere to the *Barrington Community Garden Organic Guidelines*, attached and available on the BCG website.
- ◆ Contribution to composting areas must follow all rules established for composting, attached and available on the BCG website.
- ◆ Water is available from spigots installed throughout the garden. Spigots should be turned on/off by the metal wheel handle; please do not use/reposition the red plastic valve on the riser pipe.
- ◆ Use of hoses is permitted; however, care must be taken not to disturb/damage other garden plots or pathways.
- ◆ All trash generated or brought in by the Lessee must be removed for curb-side disposal.
- ◆ The Town of Barrington shall not be liable for any injury to persons or property resulting from community gardening or other on-site activities. Participation is at the Lessee's own risk.
- ◆ Failure to adhere to these terms may, at the BCG Steering Committee's discretion, result in termination of the lease and fee.

Lessee Obligations

- ◆ Lessee is responsible for maintaining the leased plot in a relatively weed-free condition. **Expansion of the lessee's garden beyond the plot perimeter is not allowed.**
- ◆ Lessee is responsible for maintaining pathways located immediately north and east of the leased plot, up to the next plot or garden edge. Pathways are to be kept weed-free and covered by wood chips.
- ◆ Leased plots are to be cultivated no later than June 1st or will be considered forfeited, along with the annual fee, and made available for re-leasing.
- ◆ All personal tools and supplies must be stored within the boundaries of the leased plot; community tools are to be returned to the shed after use. The shed is **not to be used** for storing personal items.
- ◆ By the BCG autumn closing date, the leased plot must be cleaned of all plant debris, and all cages, stakes, etc. must be removed.
- ◆ **In addition to** maintaining the leased plot and adjoining north and east pathways, the Lessee is expected to volunteer a minimum of **four (4) hours per leased plot per season** for shared community garden tasks. These hours may be fulfilled during scheduled community work days, project-specific work days, or others time arranged with the volunteer coordinator.
- ◆ Assigned plots are not transferrable without permission from the BCG Steering Committee.

Prohibitions

- ◆ Removing crops from other's plots is prohibited unless permission is granted by the plot's Lessee.
- ◆ On-site commercial sale of plants, fruits, and/or vegetables from the BCG is prohibited.
- ◆ To protect wildlife, **use of plastic netting/fencing is prohibited.** Window screening, quarter-inch mesh hardware cloth, or floating row cover fabric may be used for wildlife exclusion, if needed.
- ◆ No permanent structures are permitted in the leased plot, except for raised bed structures.

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RETURN THIS PAGE
BEFORE YOU SIGN, MAKE SURE YOU UNDERSTAND YOUR OBLIGATIONS!

Acceptance

I hereby confirm that I have read and understand the 2017 Barrington Community Garden Lease and Use Agreement and all referenced attachments and agree to abide by it.

I understand that failure to uphold any of the lease terms may, at the discretion of the BCG Steering Committee, result in termination of the lease and fee.

I hereby agree to indemnify and hold harmless the Town of Barrington and/or its employees and volunteers from claims or liability related to any injury, accident, damage, or loss that may occur in association with any community gardening or related activities by myself, family members, or my guests.

Signature: _____ Date: _____

Name (printed): _____ Phone: _____

Address: _____ E-mail: _____

- I am a new Lessee.
- I am renewing my lease from last year and would like to keep the same plot (Plot # _____)
- I am renewing my lease from last year, but would like to request a different plot.
- I would like to obtain a second plot (this is subject to plot availability after the returning and new lease offerings are completed. Second plots may be selected from available plots; no guarantee of leasing a plot adjoining the primary leased plot is made).

Please make out all checks to "The Town of Barrington" with "BCG" in the note section. Checks must be imprinted with a Barrington address. Cash is not accepted.

For BCG Steering Committee Use Only

Receipt of Lease Payment _____
(Steering Committee Member signature and payment reference)

Plot Assigned _____ Date _____

