

NORTON COMMONS

COMMUNITY GARDEN RULES & PLOT LEASE AGREEMENT

The Norton Commons Residential Village Association is pleased to offer the Norton Commons Community Garden for the 2023 growing season. This is an exciting community asset that will add exponentially to the vibrancy of our new urban neighborhood. The garden will take a collective effort to maintain and support, so we thank you for your interest. In order to ensure its success, lease of a garden plot is subject to the following rules, lease agreement, and release of claims. To secure your plot, please review the rules, complete the agreement and return this form to the NCRVA Management Staff along with your \$60 plot fee. Compliance with the Garden Rules will result in \$30 being returned to you after the growing season ends. We appreciate your support of our community garden. Happy gardening!

Garden Rules:

1. Each gardener must complete a Lease Agreement & Release of Claims Form before taking possession of and beginning work in his/her leased plot.
2. Each gardener is responsible for the maintenance and upkeep of her/his garden plot and the surrounding areas throughout the entirety of the gardening season, which runs March-September 15. Please keep the contents of your plots inside the walls of your garden. Aisles must remain clear.
3. Plot rental fees are due in full before the garden season begins, and are \$60 per plot for the 2022 season. Returning gardeners will only pay the non-refundable \$30 rental fee.
4. Plots are raised beds which are 4' x 10' each.
5. Assignment of garden plots will be awarded on a first-come, first-serve basis. Preference for next year's plots will be given to this year's participants first.
6. Watering, weeding, harvesting and any other garden-related maintenance are all the responsibility of the gardener. Gardeners may arrange for other gardeners to water or care for their plots, but the plot lessee is ultimately responsible for the condition and status of her/his own plot.
7. Each gardener is responsible for bringing and putting away her/his own tools and maintaining her/his plot in a state of orderliness and ensuring it is free from weeds, debris, and trash.
8. All trash generated by the plot shall be taken to the responsible gardener's home and disposed of properly. Trash is prohibited from being left at the garden site.
9. Children are welcome in the garden but must be accompanied by an adult and must be supervised at all times. Children are not permitted to enter garden plots without permission from the gardener.
10. Garden plots should be cared for at least once a week. It is the gardener's responsibility to notify the NCRVA Management Staff if he or she is not able to care for her/his plot. If any plot remains unused for an extended period of time, that plot is subject to reassignment without notice.
11. The application of herbicides (weed killers) to garden plots is strictly prohibited.

12. The application of pesticides may only be done sparingly as necessary in as small an area as possible within a plot. The use of natural or organic pesticides is encouraged.
13. Gardeners may harvest vegetables and flowers from their plots only.
14. Gardeners and visitors shall not take anything that does not belong to them, including other gardeners' plants, produce, tools and/or garden accessories.
15. Gardeners shall be respectful of other gardeners at all times and shall not create any nuisance while in the garden.
16. Plots are 4' x 10' each, and gardeners may not expand plots beyond those measurements or into paths or other plots.
17. Gardeners shall not allow any plants to grow more than six feet high.
18. Gardeners must keep plots free of weeds, pests and diseases.
19. Gardeners agree to assist in the maintenance and weeding of the path areas around their plots. This is a community garden and gardeners recognize the collective effort needed to maintain it successfully.
20. At the end of the growing season, gardeners are responsible for clearing their plot of all plant material and leaving the plot clear of all plants, plant materials, debris, and trash. No exceptions. If a gardener would like to give up a plot before the growing season ends, he/she may do so by clearing it fully.
21. The planting of illegal plants is prohibited.
22. No dogs are permitted in the plot areas. Leash hooks are mounted outside the fence for your convenience.
23. The community garden closes at dark each day.
24. Use of and entry into the community garden is at your own risk.
25. The NCRVA Management Staff is responsible for enforcing Garden Rules, and gardeners understand that their use of the garden is subject to the NCRVA Management's discretion. a. However, the community garden is not supervised on a consistent basis.
26. If Garden Rules are not followed, the NCRVA Management Staff may raze and reassign a plot and keep the lessee's deposit.
27. The NCRVA Management Staff may refuse future requests for Community Garden plots from any party who has failed to abide by garden rules in the past.

Plot Lease Agreement & Release of Claims Form This Community Garden Lease Agreement is made on this ____ day of _____, 2023, between the Norton Commons Foundation ("Owner") and the plot lessee ("Gardener") to govern the use of the Norton Commons Community Garden. By signing this Agreement, Gardener hereby acknowledges and agrees to abide by the Community Garden Rules, listed above, at all times. Gardener understands that failure to abide by any of the Garden Rules is cause for exclusion from the garden and shall result in the loss of Gardener's leased plot and plot deposit, and may result in permanent exclusion from future community garden activities. Gardener acknowledges and

agrees that her/his lease of a plot in the Norton Commons Community Garden is at the complete sole discretion of the NCRVA Management. Though the NCRVA Management Staff will attempt to ensure garden rules are followed, Gardener acknowledges that the NCRVA Management is unable to supervise garden activities at all times, and understands that gardeners and visitors are likely to be in the garden without supervision and unattended. Gardener shall not hold the NCRVA Management or Norton Commons, LLC responsible for damage to any aspect of the garden or the garden plots, regardless of its cause. Further, Gardener hereby releases, waives, discharges and covenants not to file suit against Norton Commons, LLC; Traditional Town, LLC; Norton Commons Foundation, Inc.; Norton Commons Residential Village Association, Inc.; Norton Commons Commercial Village, Inc.; or any of their affiliated entities, subsidiaries, parent companies, or employees or agents thereof ("Released Parties") related to or arising from the use of or entry into the community garden and/or Gardener's lease of a plot in the garden. Gardener hereby waives and releases Released Parties from any and all liability to the Gardener, his personal representatives, assigns, employees, heirs, next of kin, and/or garden guests or invitees for any and all loss or damage, and any claim or demand(s) related to or arising from injury to the Gardener and/or Gardener's guests or invitees in the garden arising out of or related to the Gardener's use of the garden or lease of the garden plots, regardless of the cause of such injuries, losses or damages. Gardener states that he/she has read the foregoing agreement and rules and voluntarily agrees to operate subject to them in exchange for the lease of a plot in the community garden.

Plot Rental Fees are required to be paid in full before a plot will be assigned.

Gardener Signature: _____

Printed Name: _____

Date: _____

Home Address: _____

Phone Number: _____

Plot # Assigned: _____

Completed Plot Lease Agreements may be returned to Dillon Tilley or Dayna Tomes at

NCRVA@nortoncommons.com