

The Victory Church Community Garden Program Registration Agreement 2019

Date: _____ **Garden Site:** 98 Oberlin Ave, Red Deer **Plot No.** _____ **Fee:** \$20.00

Agreement between: Victory Church of Red Deer / Oriole Park Community Association and:

PARTICIPANT (PRINT First and Last Name)

ADDRESS CITY P/C PHONE

VCRD / OPCA will refer to Victory Church of Red Deer / Oriole Park Community Association, and the "Tenant" will refer to the person or association entering into this agreement.

Agreement Requirements:

1. VCRD / OPCA gives the tenant permission to use the designated portion of land as indicated on the Garden Plot Map, to be used solely for the purpose of a garden plot. **Plantings must be confined to within the assigned plot.**
2. Term of agreement shall be for the period of **May 18 to Oct 13, 2019** unless terminated by one or both parties.
3. **The Tenant agrees to accept the garden plot as it stands, and agrees that there are no promises, representations or undertakings by VCRD / OPCA with respect to the condition of the garden plot.**
4. The Tenant agrees to cultivate the garden plot in proper agricultural manner, taking care not to cause the land to deteriorate in any way. In compliance with City of Red Deer Community Gardening policies, the Tenant will use natural methods of weed and pest control and fertilization without exception (i.e., hand removal of weeds, natural insect sprays / companion planting, compost (tea) or organic materials as fertilizer, etc.).
5. **The Tenant agrees to use his/her best efforts and environmentally-sensitive gardening methods to prevent the growth of all weeds on the garden plot and walkways - including invasive species. If the Tenant fails to do so, VCRD / OPCA will cultivate or mow the plot to prevent the spread of weed seeds with NO notice to the tenant. In such an event, VCRD / OPCA will not be liable to the Tenant for any damage to crops.**
6. The Tenant agrees to care for and harvest the crop and leave any plant material on the surface of the soil within the Tenant's assigned garden plot.
7. The Tenant agrees to dispose of all garbage from the garden plot, other than plant material, in a proper manner. VCRD / OPCA garbage bins that are picked up by The City of Red Deer are NOT to be used for the disposal of garden materials.
8. The tenant will ensure that the Tenant or the Tenant's family or invitees cause no nuisance or disturbance to other tenants or adjacent neighbours.
9. The Tenant agrees to use the garden plot at their own risk. VCRD / OPCA is not liable in any way for any loss, injury or damage caused by any person while such person(s) is in or about the garden plots.
10. The Tenant acknowledges having been informed that VCRD / OPCA is **not obligated to provide water to the garden plots** but will endeavour to do so as resources allow via a rain barrel filled with municipal-treated tap water.
11. The Tenant releases VCRD / OPCA from any and all liability for any claims whatsoever arising out of damage to, loss of, or theft of the Tenant's property kept or stored on the garden plot, including crops grown in the garden plot.
12. The Tenant acknowledges that the garden plots are on privately owned land of VCRD, and is located in a residential area. Gardens are closed at sunset or 10PM - whichever is later, at which time the Tenant will leave the premises. Tenants agree to abide by City of Red Deer by-laws including parking, noise, gatherings, and curfews.
13. If the Tenant breaches or fails to perform any of the above points, then VCRD / OPCA may declare the Tenant in default, declare the agreement null and void and repossess the land. The Tenant will be notified at the contact information given above in a timely manner.

Tenant signature Date VCRD/OPCA Garden Coordinator Date

The personal information herein will be used for the purpose(s) of administration of the agreement. If you have any questions about this agreement, please contact volunteer OPCA Garden Coordinator Rene Michalak at 403-986-7981.