

<b>Bed #:</b>	<b>Rate:</b>	<b>Start Date:</b>	<b>Renewal Date:</b>
---------------	--------------	--------------------	----------------------



## GARDEN BED USER AGREEMENT

### Garden Year/s \_\_\_\_\_

Bullhead Community Garden (“BCG”) will provide a bed with access to water along with the use of gardening tools. The Garden is responsible for all maintenance to garden beds, e.g., repairs, etc. The Garden Manager must be notified before repairs or adjustments can be made. Modifications, if feasible, to existing garden beds may be made at a cost to the lessee to be determined by the Garden Manager. Garden beds are leased for one year, beginning on the Start Date, indicated above. Educational information will be given through garden meetings.

Bullhead Community Garden’s steering committee sets policy for the garden, and the Garden Manager is the highest authority at the garden.

As a Bullhead Community Garden Gardener, I:

1. **Will Volunteer four (4) hours of my time per year for the maintenance and improvement of the common areas of the garden, exclusive of time spent on my own bed.**
2. Will record my volunteer hours on the volunteer sign-in form (see attached) that is in the garden shed. This sheet is used to track volunteer hours.
3. Will visit the garden from dawn to dusk only and assist with garden security by always shutting gates and locking locks.
4. Will promptly report any security or water issues to the garden manager.
5. Will grow herbs, vegetables and flowers using conventional methods. Herbs and flowers that are considered invasive can only be grown in pots, or self-contained containers. Trees and shrubs are not allowed in garden beds as they are semi-permanent. Mint and other aggressive plants, such as chamomile and nettles, as well as any plants deemed illegal by state or federal law are not allowed. Genetically modified organisms (GMO) are not permitted at the garden.
6. Will **NOT** add any structure/s that shade planting beds on either side of my growing plot without express permission from the governing board of the Community Garden.
7. Will keep plants within the bed perimeter and harvest my produce or offer it to others so that it doesn’t go to waste.
8. Will work regularly to keep weeds and insects out of aisles and others’ garden beds, maintaining the area within 4 feet around my bed.
9. Will attend scheduled meetings at the garden and work with other gardeners to keep the common areas clean and tidy.
10. Will work carefully and cautiously in the garden, knowing that wild animals, insects, and snakes may be present.
11. Will **NOT** bring alcohol or tobacco to the garden or use abusive or profane language, working to keep the garden a happy, secure, and enjoyable place where all participants can garden. (Love thy neighbor!)
12. Will **NOT** use conventional (nonorganic) insecticides, weed killers/herbicides, soil sterilizers or other plant killing chemicals.
13. Will **NOT** remove community garden tools or equipment from the garden. Bullhead Community Garden is not responsible for my personal tools, equipment, or possessions.

14. Will **NOT** bring dogs or other animals within the garden, with the exception; Service Animal and animals invited to events for demo purposes. Understanding you are responsible for cleanup and following AZ leash law; Dogs must be on a leash no longer than 6 feet.
15. Will ensure that guests and visitors including children enter the garden only if I accompany them. They must follow all the rules, terms and conditions stated here. I am solely responsible for the behavior of my guests.
16. Will **NOT** make duplicate keys, or share key codes, or remove any locks at the garden, or give my keys to another person.
17. Will **NOT** take food, plants, or any other items that are not rightfully mine (tools, equipment, etc.) from another garden bed or any other area.
18. Understand that if I do **NOT** maintain my bed for a period of three weeks it will be considered abandoned and reassigned to another individual, or if I abandon my bed for more than three weeks, Bullhead Community Garden Staff reserves the right to plant in my garden bed, and for distribution of any vegetables grown therein to charity organizations or individuals.
19. Will have first right on my renewal date to re-lease or give up the use of my bed for the next year if there have been no violations.
20. Will clean my bed, removing all plants and weeds, at the end of each growing season. Discard garden waste properly in marked areas.
21. Will pay a non-refundable fee (based on bed size chosen) fee per year for each bed I am assigned.
22. Understand that when I discontinue my garden bed lease, I will return the key for the outside gate to the Garden Manager.
23. Understand that when I discontinue my use of the bed that all bed improvements become property of the garden.
24. Understand that Bullhead Community Garden may publish photos including garden activities.
25. Agree to assume all risks inherent in this activity and hereby release the Bullhead Community Garden, owners of the land, sponsors, board members, volunteers, guests, and other gardeners from all liability and responsibility arising out of my participation in the Bullhead Community Garden and forfeit my right to sue. I understand that this agreement may be terminated at any time.

Please provide the following information in the spaces provided.

<b>Date:</b>	<b>Bed Number:</b>
<b>Signature:</b>	<b>Full Name and Mailing Address:</b>
<b>Email Address:</b>	<b>Phone Number:</b>