

Community Garden Program Plot Rental Contract



Name:		Phone Number:	
Address:		Email:	
Garden Name:	Sunnidale Golden Meadow Shear Eastview Lampman Batteaux Riverwood	Plot Number:	

Please note, only one Plot per person at one location, first-come/first-serve. Multiple Plot rentals permitted after May 24th. Must be a resident of the City of Barrie.

Single Plot: \$22.60 (\$20 + 13% HST) Double Plot: \$56.50 (\$50 + 13% HST)

Personal information on this form is collected under the legal authority of the Municipal Act, 2001, S.O. 2001, Chapter 25, by the City of Barrie to obtain demographic information associated with responses to this form to develop opportunities to enhance community engagement initiatives, communication purposes and for enrollment into/or purchase of City of Barrie-Development Services products and services. Questions about this collection may be directed to the Parks Program Coordinator, Development Services, Box 400, 70 Collier Street, Barrie, Ontario, L4M 4T5, (705) 739-4242

All Gardeners will:

1. Pay an annual Plot rental fee to rent any garden Plot within a designated Community Garden location and complete this Rental Contract.
2. The period of the Plot rental shall be seasonal (November 1-October 31st).
3. All Plots are first come, first served. Gardeners can sign up to be on the waiting list for the community garden of their choice. As a Plot becomes available, individuals will be contacted, in order of the waiting list.
4. If the Gardener wishes to reserve the same Plot for the following season, they shall sign and pay for the Plot prior to the October 31st deadline otherwise it will be released.
5. After May 24th, Gardeners renting a Plot in a community garden may rent a second Plot or more in the same community garden, depending on availability.
6. Gardeners shall keep their Plots weeded, tidy and must keep any personal tools or belongings within the inside frame of the Plot so pathways remain unobstructed can be maintained.
7. If a Plot is unkempt, Gardener(s) will be given a two (2) week written notice to address the concerns. Failure to comply with the Notice may result in revocation of the Garden Plot and forfeiture of the annual fee, at the discretion of the Garden Lead and/or the City of Barrie-
8. Gardeners are allowed to install a fence for their Plot, but must first get written consent from the City. The fence must be built within the inside frame of the Plot, not obstruct any pathways, and be built with public safety in mind. The City has the right to remove any fence at any time without notification or compensation to the Gardener.
9. Gardeners are responsible for removing garden waste generated by their Plot, which may be disposed of through their curbside compost and yard waste pick-up programs. Please notify the Garden Lead if there are compost/weeds piles.
10. Pesticide use is discouraged, and organic fertilizers are recommended. Cannabis and illegal plants are strictly prohibited. Gardeners shall not plant any species that is deemed invasive, aggressive, or noxious.
11. Vehicles are not permitted in public parkland as per the Parks Use By-Law 2019-059
12. Theft of items, in or around the garden, will result in expulsion from the garden. You must have permission from the Gardener renting another Plot to harvest from their Plot.
13. Vandalism must be reported to the Garden Lead and/or City of Barrie.
14. Gardeners are strictly forbidden to sell garden produce or engage in for-profit business practices.
15. Please keep pets at home. Service animals are permitted.
16. Gardeners are to follow the Code of Conduct. If there is a breach of conduct, it could lead to immediate expulsion from the garden with no refund.

Code of Conduct

1. Be considerate of your neighbours when planting a Plot.
2. Gardeners are responsible for supervising those individuals they bring to the garden including other adults, youths, children, and service animals only.
3. The community gardens are inclusive and a safe space. There is zero tolerance for discrimination, harassment, or violence in the community garden.
4. Work to keep the garden a happy, secure, and enjoyable place where all participants can garden peacefully in a neighbourly manner.
5. Abide by all City of Barrie By-laws including no smoking/vaping, alcohol, or cannabis use.
6. Loud music is prohibited.
7. Use on-site recycling, compost bins, and trash receptacles as provided. The is the responsibility of all Gardeners to establish and maintain these areas to keep the park clean and tidy.

Hold Harmless Clause

I understand that neither the Garden Lead nor the City of Barrie is responsible for my actions. I therefore Agree to indemnify and hold harmless the City of Barrie for any negligence, damage, loss, or claim that occurs in connection with the use of the garden by myself, my family, associates, or any other of my guests.

Signed/Signature: _____ Date: _____

Garden Lead

If you are interested in being a Garden Lead for one of the Community Gardens, please fill out the Garden Lead section below, otherwise please disregard. Please note that there can be more than one garden lead for each garden and also that the garden lead can identify a garden lead assistant(s) to share duties.

Garden Lead

I, _____ (your name) understand that as a Garden Lead I am responsible for the following:

1. *Being the person that City staff will contact regarding site issues (e.g. tools left on site, site upkeep etc.). Duties include but are not limited to; coordinating overall site upkeep, fall cleanup and compost maintenance.*
2. *Orienting new Gardeners on operating procedures, horticultural information, coordinating trash removal, mulch, composting activities and cleanup days, answering questions and settling disputes.*
3. *Maintaining a current list of Gardeners for communication purposes.*
4. *Arrange to repair any vandalism as quickly as possible.*
5. *In the event of non-compliance with the Garden's Responsibilities, a written notice from the Garden Lead will be issued to the Gardener. If, at the end of a two-week period, the problem has not been solved, the Plot may be reassigned and the Gardener's gardening privileges revoked.*
6. *Informing the City immediately if, for any reason, the above responsibilities can no longer be fulfilled.*
7. *The fee will be waived for the primary Garden Lead only*

Signature: _____ Date: _____