

## *Bower Community Garden Plot Terms of Agreement*

BPCA will refer to Bower Place Community Association, and the "Tenant" will refer to the person or association entering into this agreement. Agreement Requirements:

1. BPCA gives the tenant permission to use the designated portion of land as assigned, 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 1 to October 15, 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 BPCA with respect to the condition of the garden plot.
4. The Tenant agrees to cultivate the garden plot in a proper agricultural manner, taking care not to cause the land to deteriorate in any way. The Tenant will use organic methods of weed and pest control and fertilization without exception (i.e., hand removal of weeds, natural insect sprays / companion planting, compost (tea) as fertilizer).
5. The Tenant agrees to use his/her best efforts and approved horticultural methods to prevent the growth of all weeds on the garden plot and walkways – including invasive species. If the Tenant fails to do so, BPCA will cultivate the plot to prevent the spread of weed seeds with NO notice to the tenant. In such an event, BPCA 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, including plant material, in a proper manner.
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. BPCA 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 BPCA is not obligated to provide water to the garden plots but will endeavour to do so as resources allow.
11. The Tenant releases BPCA 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 publicly owned land managed by BPCA 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. The Tenant agrees to clean out the garden plot no later than Oct 15<sup>th</sup> to be free of any weeds or left over produce. All waste is to be taken off site and is the responsibility of the Tenant.
14. If the Tenant breaches or fails to perform any of the above points, then BPCA 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.
15. Parking is available on Barrett Drive only. The parking lot at the JW Kingdom Hall is not to be used. Cars will be ticketed or towed.
16. All provincial and municipal COVID-19 restrictions must be adhered to at all times.

The fee for the 2022 season is \$25.00 per garden plot

If you have any questions about this agreement, please contact BPCA Representative Donna Hateley at email: [gardens@bowercommunity.ca](mailto:gardens@bowercommunity.ca)