

## 2017 Lewisburg Community Garden Plot Renter Contract

This contract represents a binding agreement between the Lewisburg Community Garden (LCG) and \_\_\_\_\_, who has applied to rent a plot. By signing and initialing this contract, the plot renter agrees to the following terms and conditions. Renters shall do the following:

- Pay a fee of \$30 for use of one garden plot for the 2017 season (April 15 - December 15, 2017). This fee covers pre-season garden preparation, water usage, trash collection, and access to **FREE mulch and compost**.
- Pay an additional fee of \$10 for water expenses if I wish to practice "Season Extension" at the LCG and maintain my plot until March 31, 2017.
- Attend a pre-season orientation session led by LCG staff. You may not begin using your plot until the pre-season orientation is completed. The pre-season orientation session will take place on Saturday, April 15, 2017. If you cannot attend, you must make arrangements with garden staff to meet at another time before using your plot. **Pre-season orientation is mandatory for all plot renters, including children who will tend the plot AND those who have previously rented plots.**
- Refrain from planting any trees or illegal plants, or installing permanent structures at any plot. Plot renters may not use any metal stakes, rebar, or plastic ground cover. Thin metal or wood structures, such as tomato cages and trellises, are exempt from this rule, provided they are removable. **Any structures not removed by closing day of the 2017 growing season will become property of the LCG.**
- **USE ORGANIC PRACTICES ONLY.** Renters shall **not use any unapproved pest control methods, herbicides, fertilizers, or plant food in the garden.** A list of approved treatments will be provided during the pre-season orientation and will be updated by LCG staff as necessary. **Use of unapproved chemicals may result in removal of affected plants, and continued use will result in forfeiture of the plot.** Non-organic seeds and starts may be planted, but plot renters are encouraged to use organic options.
- Keep unattended pets or young children out of the garden, out of respect for other plot renters and the Communal Plot, and properly dispose of any pet waste.
- Adhere to the operating hours of the LCG. The garden is open from dawn until dusk. It is closed during any type of Flood Warning or weather-related State of Emergency.
- Provide your own tools, seeds, fertilizer, and any other equipment (the LCG provides wheelbarrows, carts, watering cans, and hoses). Additionally, follow posted rules regarding compost, mulch, and water usage.
- Avoid approaching or altering the beehive in any way unless authorized and supervised by a trained member of the LCG staff.
- Refrain from trespassing on, littering the property of, or blocking the driveway to, the private residence located on the east side of the garden.
- Promptly inform LCG staff of any circumstances that may otherwise prevent the renter from adhering to the terms and conditions of this contract, such as an inability to perform plot maintenance due to illness, injury, or extended time spent out of the area.

**I understand and agree to the terms and conditions above (initial here):** \_\_\_\_\_

### Plot Forfeiture:

By initialing below, I agree to the following terms and conditions:

1. Begin gardening no later than May 15 2017, unless extenuating circumstances are reported to LCG staff. Any unclaimed plot(s) will be returned to the LCG staff for reallocation without refund.
2. Maintain my plot throughout the growing season by keeping weeds to a minimum, thus preventing the spread of weeds to other private and/or communal plots, ensuring that pathways remain open and accessible, and eliminating potential habitat for unwanted wildlife. I will also keep my plot and the surrounding pathways clear of any waste material (trash, litter, etc.), and will harvest my produce in a timely manner to prevent waste. LCG staff will provide seven (7) days of notice for resolving outstanding issues regarding unmaintained plots before taking any action. Failure to resolve these issues or to make arrangements with LCG staff shall result in reallocation of plot without refund. After reallocation, any remaining crops, plants or materials shall become property of the LCG.
3. Notify LCG staff if I can no longer maintain or choose to relinquish my plot, so that my plot may be reassigned. A full refund will be given to plot renters leaving prior to **July 1, 2016**. A partial refund of \$15 will be provided to plot renters leaving on or after July 1.
4. Remove all plants and materials from my plot by **December 15, 2017**, unless I have declared my intention to participate in Season Extension and have paid the additional \$10 fee. The LCG **will not** charge any Season Extension fees to plot renter(s) who fail to remove plants and garden materials by the December 15, 2017 deadline, **but staff will remove and discard any remaining items**.
5. Refrain from using non-organic and/or prohibited materials as outlined on the list provided at the plot renter orientation. When unsure if a product meets the guidelines, I will contact LCG staff for approval. If it is discovered that unauthorized materials are being used, the LCG staff will provide a warning, and will recommend alternatives. **Continued use of prohibited materials will result in plot forfeiture.**

**I understand and agree to the terms and conditions above** (initial here): \_\_\_\_\_

### Harvesting and Gleaning:

By initialing below, I agree to the following terms and conditions:

- Grant permission to LCG staff to glean my excess produce in order to reduce food waste. LCG staff will give individual plot renters **no fewer than three (3) days notice via phone and email** before gleaning produce. **Gleaned produce will be donated to local food pantries or hot meal programs.**
  - LCG staff or volunteers are not responsible for spoilage or damage to plot or plants.
  - When I know that I will be away for an extended period, I will make arrangements to have my plot harvested as necessary by a friend, family member or colleague, or will give LCG staff permission to harvest and donate produce in danger of spoiling.
  - Any plots not maintained for 3 weeks or more may be considered abandoned at the discretion of the LCG and the contract voided, given 7 days of notice to plot renter. This is to prevent overgrown plots that can become a serious nuisance if not attended.
- Harvest crops and/or produce grown only in my assigned plot unless given explicit permission by another plot renter to harvest from their plot.
- Harvest produce in a timely manner to prevent food waste.

**I understand and agree to the terms and conditions above** (initial here): \_\_\_\_\_

### Harmlessness Clause:

I understand that neither Bucknell University, The Lewisburg Community Garden, nor the Borough of Lewisburg are responsible for my actions. I THEREFORE AGREE TO HOLD HARMLESS BUCKNELL UNIVERSITY, THE LEWISBURG COMMUNITY GARDEN AND BOROUGH OF LEWISBURG FOR ANY LIABILITY, DAMAGE, LOSS, OR CLAIM THAT OCCURS IN CONNECTION WITH USE OF THE GARDEN BY ME OR ANY OF MY GUESTS.

\_\_\_\_\_  
Plot Renter/ Organization Representative

\_\_\_\_\_  
Date

Definition of Terms:

Lewisburg Community Garden: The Lewisburg Community Garden (LCG) is a plot of flood-reclaimed land which was designated as a community garden in 2012 with mutual agreement by the Borough of Lewisburg and Bucknell University. The LCG is staffed by Kyle Bray, the Bucknell Assistant Director of Service-Learning, and Matthew Varner, the Bucknell Food Access Coordinator. The LCG is governed by an advisory board made up of community members, plot renters, and Bucknell staff and students. The garden is a half-acre plot contained by a 300' x 80' fence, subdivided into a communal plot and plots available for rental by community members and organizations. Lewisburg Community Garden staff, interns, and volunteers maintain the communal plot, which donates produce to local hunger relief initiatives, including hot meal programs and food pantries.

Plot Renter: Community members and organizations, upon completion of application and signature of contract with the LCG, may rent one (1) plot, which may be an in-ground or raised bed depending on need and availability. The term "plot renter" may include immediate family members or persons who would be reasonably associated and permitted with maintenance of the plot provided.

Season Extension: Season Extension is the practice of growing plants on either side of the summer growing season. In this contract, Season Extension refers only to gardening past the December 15, 2017. The practice of overwintering crops MUST be discussed with garden staff before implementation. The LCG staff reserves the right to remove plants that have been overwintered or in the Garden past the bounds of the season extension deadline.

Pre-Season Orientation: The expansion and growing reputation of the LCG has made it necessary to ensure our plot renters understand the larger mission of the Garden. In order to do so, we have implemented a pre-season orientation for ALL plot renters. This orientation will cover basics about plot maintenance, water usage, other procedures, and the mission of the LCG. The orientation will also give plot renters the opportunity to seek advice for best growing practices from our staff.

Gleaning: One of the central tenants of the LCG's mission is to provide our local food banks and hot meal programs with healthy produce. The reduction and outright elimination of food waste at the LCG is essential to accomplishing this mission. Gleaning is the act of picking unharvested produce that would otherwise be wasted.

Extenuating Circumstances: Arise (largely temporarily) during the course of a growing season, where common problems or injury may prevent a plot renter from reasonably adhering to the terms of this contract. Hospitalizations, mobility issues, and bereavement are examples of extenuating circumstances. Planned vacations and leisure time are NOT considered extenuating circumstances. Please inform Lewisburg Community Garden staff of any extended vacations and furnish contact information of individuals tasked with covering the maintenance of your plot while you are away.