



Lenexa Community Garden Agreement (“Agreement”) 2019

GARDENER:

Name: _____ Email: _____

Address: _____ Phone: _____

Mobile: _____

The purpose of the Lenexa Community Garden Program (“Program”) is to provide gardening opportunities for City of Lenexa (“City”) residents that may not otherwise be able to garden; and to encourage the sharing of fresh fruits, vegetables and flowers in the community. The City’s Community Gardens are located at Sar-Ko-Par Trails Park, Electric Park and Scouting Park. Assignment of a gardening plot is a privilege, not a right. All uses of the City’s Community Gardens permitted under this Agreement are subject to and shall be in accordance with the Lenexa Community Garden Rules (“Garden Rules”) available at www.Lenexa.com or at the Lenexa Community Center.

Section 1. Residency.

In order to participate in the Program, the individual identified above (“Gardener”) must be a resident of the City of Lenexa, Kansas. Proof of residency is required and may be provided in the following forms:

- a. A valid driver’s license showing a City of Lenexa, Kansas address; or
- b. A current utility bill showing a City of Lenexa, Kansas address and valid photo identification.

Section 2. Annual dues.

The individual identified above (“Gardener”) agrees to pay an annual fee of (please indicate):

- a. _____ \$40.00 for an approximate 20’x20’ plot (“Full Plot”);
- b. _____ \$20.00 for an approximate 20’x10’ plot (“Half Plot”); or
- c. _____ \$20.00 for an approximate 5’x20’ raised bed (“Raised Bed”).

Full Plots, Half Plots and Raised Beds are collectively referred to in this document as “Plot(s).” Gardeners must let City know if they plan to return for the following season no later than January 15. Fees must be paid by March 31, of current year or Plot will be surrendered to next Gardener on waiting list.

Section 3. Plot assignment.

Each Gardener will be assigned one (1) Plot. Subject to City’s Program coordinator (“Program Coordinator”) discretion, returning Gardeners will be assigned the same Plots as the previous year. Gardeners cannot pass on or otherwise transfer their assigned Plots to other individuals.

Section 4. Seniority List.

A list (“Seniority List”) is maintained by the Program Coordinator and is arranged in order according to the date on which current or potential Gardeners contacted the Program Coordinator to place their name on the waiting list for Plots. Gardeners who desire to increase their Plot size, move to a different Plot or move to a different Community Garden may submit a written request to the Program Coordinator. Any such request will be subject to the guidelines and procedures provided within the Garden Rules.

Section 5. Plot Abandonment.

Gardener’s Plot is considered abandoned under the following circumstances:

- a. Gardener informs the Program Coordinator in writing that they will not return for the next season or that they are unable to continue gardening for the current season;
- b. Gardener has failed to comply with the terms of this Agreement or the Garden Rules;
- c. If the Gardener has an assigned Plot and subsequently failed to notify the Program Coordinator they will be returning by January 15 of the current year; or
- d. Gardener had an assigned Plot in previous year has not signed their agreement for current season by March 31 of current season.

If a Gardener must abandon his/her Plot during the growing season, he/she must inform the Program Coordinator. When a Plot is abandoned by a Gardener during a growing season, Gardener's Plot privileges will be terminated and the space may be assigned to the next person on the Seniority List by the Program Coordinator. If Gardener has abandoned a Plot, he/she will be removed from the Seniority List.

Section 6. Gardening Maintenance.

Gardener agrees to care for their Plot for the entire 2019 season in accordance with this Agreement and the Garden Rules. If a Gardener Fails to care for their Plot in accordance with the Garden Rules or this Agreement, the Gardener's Plot privileges may be terminated, pursuant to Section 10, of this Agreement and the City may re-assign and/or till the Plot under. The City assumes no responsibility for damages to or loss of any personal property of the Gardner, including but not limited to posts and fencing. City also reserves the right to remove any and all personal property from the Plot.

Gardener may be asked by the Program Coordinator to assist with the maintenance and upkeep of an abandoned Plot for the remainder of the season. If Gardener provides such assistance, Gardener understands and agrees that he/she does not have any privileges or rights in such abandoned Plot, nor have any privileges or rights been conferred upon or otherwise given to the Gardener.

Section 7. Beginning and Ending the Season.

City will till all Plots, except Raised Bed Plots or Plots assigned to gardeners authorized to participate in the year-round gardening program, by March 17 of the current year, or as soon as practical, depending upon weather, work schedules and availability of equipment. Gardener agrees to begin preparing Plot by May 1 of the current year. This includes weeding, preparing the soil for planting and maintaining adjacent pathways/aisles. Gardeners may request an extension from the Program Coordinator. If Plot continues to remain unused at the expiration of any extension, the Plot and annual fee will be forfeited, the Plot privileges may be terminated, and the Plot reassigned by the Program Coordinator.

Except as otherwise provided herein, Gardener must remove any and all materials and personal property ("Materials"), including but not limited to plant materials, cages, trellises, posts and fencing, from Plot by October 16 of the current year ("Deadline"). If Materials are not removed by the Deadline, the City may remove and dispose of any Materials and the Program Coordinator may terminate the Gardener's Plot privileges in the Community Garden for the following year. Extensions to this deadline can be made by the Program Coordinator if the weather depending on the weather. If the Program Coordinator has authorized the Gardener to continue gardening year-round, the Gardener may be permitted to keep Materials on plot so long as Gardner complies with the Garden Rules.

Section 8. Termination of Gardener's Plot privileges.

The City may terminate a Gardener's Plot privileges for:

- a. Violation of any of the terms and conditions of this Agreement or of the Garden Rules;
- b. Inappropriate or abusive behavior to other Gardeners or City staff;

c. Any other reason the Program Coordinator reasonably determines.

Prior to terminating a Gardener's Plot privileges for reason (a) above, the Program Coordinator shall notify the Gardener to correct the problem within five (5) days of the notice for the first violation, or within three (3) days of the notice for any subsequent violations. Failure to correct the problem in the time frame provided may result in termination of the Gardener's Plot privileges. Unless otherwise provided by this Agreement or the Garden Rules, termination of Plot Privileges shall be for a period of one (1) year and will result in Gardener's removal from the Seniority List.

Gardener understands and agrees that the City of Lenexa retains authority over the Community Garden and may choose to end the Community Garden program and use the property upon which the Community Gardens are located for any other use at any time. The City reserves the right to modify and amend the Garden Rules at any time.

Section 9. Release of Liability.

In order to participate in the Program, Gardener shall execute the Release of Liability and Photo/Video Release attached hereto as Exhibit A.

Section 10. Notices.

Gardener agrees that City or Program Coordinator may provide notice as required by this Agreement or the Garden Rules in the following manner:

- a. Verbally in person or by phone at the phone number(s) provided by the Gardener above; or
- b. In writing personally delivered, sent by United States Postal Service or other nationally recognized courier service to the address provided above or electronic mail ("e-mail") to the e-mail address provided by the Gardener above.

By signing this Agreement, Gardener agrees to abide by the terms and conditions contained herein and to the Garden Rules.

GARDENER:

SIGNATURE _____ DATE _____

Exhibit A

RELEASE OF LIABILITY AND PHOTO/VIDEO RELEASE

RELEASE OF LIABILITY: I (if over 18), the undersigned Participant/Parent/Guardian, understand and agree that the City of Lenexa, Kansas is not and shall not be responsible for or liable for any illness or injury to person or damage to property that I (or the participant, if a minor) may suffer as a result of participation in the Lenexa Community Garden Program (the "Program"). I hereby forever release and hold harmless the City of Lenexa, Kansas, its employees, agents and representatives from any and all claims of any kind that I, or my respective heirs, executors, administrators or assigns, may have or claim to have resulting from participation in said Program. I recognize that there are inherent risks and dangers in the Program and associated activities that I will take part in. I expressly agree to accept and assume all such risks existing in the Program and associated activities, including risks of injury. I acknowledge that I have been urged and advised to seek the advice of a physician before participating.

PHOTO/VIDEO RELEASE: I, the undersigned, consent and authorize the City of Lenexa, Kansas to use at its discretion any photograph(s) or video(s) taken of me (or the participant, if a minor) while participating in said Program and associated activities and waive any and all claims that I (or the participant, if a minor) may have resulting from any use of such photograph(s) or video(s).

By signing this Release of Liability and Photo/Video Release, I certify that I am at least eighteen (18) years of age and that I have carefully read the same and fully understand all aspects of said releases.

SIGNATURE _____ DATE _____.

PRINT NAME _____