

Ivey Ranch Park Community Gardens Agreement for Garden Space

This agreement is for assignment of space within the Ivey Ranch Community Gardens. The duration of the rental period for this agreement shall be one year, renewable April 1st of every year. Rental fee is \$300 annually (per parcel @ \$25 per month) and includes use of parcel, water, and access to the community storage sheds. Initial rental will also include a \$150 refundable deposit. This deposit will be applied to the clean up necessary to restore the plot to a clean, fenced, rentable space at the Gardener's time of exit. The deposit will be refunded only when Ivey Ranch is given two weeks notice that you will no longer be utilizing the plot AND the plot is restored to original condition.

This Agreement is made by the Ivey Ranch Park Association, a non-profit association ("Ivey") and _____ ("Gardener"). This Agreement is made with reference to the following facts:

Ivey has established an area for a community garden on property owned by the City of Oceanside in an area west of Rancho del Oro Drive and south of Mission Avenue. Gardener wishes to use the Community Garden and Ivey is willing to allow Gardener to do so, subject to the terms and conditions herein contained.

Now, therefore, it is agreed by and between the parties hereto as follows:

- 1)** Gardener is hereby granted the privilege of using the parcel(s) within the Community Garden:
- 2)** Ivey will provide to Gardeners the use of a lockable community tool shed.
- 3)** No trees, drug plants, or any illegal crops shall be grown on any parcel.
- 4)** No parcel may be transferred or sold to another person.
- 5)** Gardener shall use only chemicals of a type approved by the State of California and accepted by the Ivey Ranch Park Association, applied according to all applicable regulations.
- 6)** Baiting/edible poison is not allowed, for any reason, on our grounds - NO EXCEPTION. Due to the nature of our programming (children and animals), we have strict guidelines concerning this topic. We abide by the Healthy Schools Act and are regulated through the California Department of Pesticide Regulation.
- 7)** Ivey Ranch is a non-smoking/no nicotine facility. No cigarettes, cigars, chewing tobacco, vaping/e-cigarettes, etc.
- 8)** Gardener shall provide all tools, seeds, plants, and other supplies, materials, and equipment necessary for Gardener's gardening efforts.
- 9)** Ivey shall have the right, at any time, to inspect any and all parcels.
- 10)** Gardeners shall keep their parcels clear of all waste materials including, but not limited to, weeds, dead plants, and decaying fruits and vegetables. All waste must be removed from the gardening area.
- 11)** To defray the costs of water, maintenance, and administration for the Community Gardens, Gardeners shall pay in advance, an annual non-refundable fee as outlined above.

12) Gardeners shall not construct any barrier or fences in garden nor use wire of any type, except with prior permission of Ivey (upright standards for vines are permitted).

13) Garden parcels are limited to the 15' x 20' boundaries as marked. All irrigation ditches, furrows, and plants must be kept within the boundaries or be subjected to removal by Ivey. Irrigation devices shall be limited to soaker and drip type systems.

14) Gardeners are responsible for keeping the surrounding pathways clear of debris and weeds. Any canisters or potted plants must be kept off pathways.

15) Gardeners not working a parcel for more than one (1) month shall be subject to forfeiture of that parcel with no refund.

16) Gardeners shall park all vehicles in the parking lot and shall not use the dirt roadway. Gardeners shall only use the dirt roadway when dry to haul in planting materials, tools, or other items essential to preparing the garden for planting or clearing the garden of debris. When hauling has been completed vehicles must be returned to the parking lot.

17) Gardeners shall follow all rules and regulations for the Community Garden heretofore or hereafter established by Ivey. Violation of any rules and regulations, or of any provision of a gardener's agreement, shall be grounds for termination by Ivey of the privileges afforded to Gardener by the agreement.

18) Gardener waives any and all claims for personal or property damage against Ivey arising directly or indirectly, out of Gardener's agreement, whether or not due to the negligence or alleged negligence, or willful misconduct or alleged willful misconduct, by Ivey, its officers, agents, or employees. Gardener further agrees to indemnify Ivey against any such claims made by persons coming onto the Community Garden premises at the actual or implied invitation of Gardener. Gardener understands that Ivey will not be responsible for Gardener's parcel(s) or for any personal property that Gardener may bring to the Community Garden, whether or not placed in the community tool shed.

19) Prior to terminating the privileges of Gardener for default under the Agreement, Ivey shall notify Gardener, by e-mail, to e-mail address indicated on this application form, stating the grounds for the proposed termination. If the problem is not promptly corrected, or if satisfactory arrangements are not made with Ivey for the correction of the problem, the parcel(s) will be considered abandoned and open for reassignment to others. Ivey may be contacted by calling the following telephone number: (760) 722-4839 or e-mailing at iveyranch@yahoo.com.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first written.

BY: _____
Gardener Date

Address: _____

Phone: _____

Email: _____