

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.

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) Gardener shall provide all tools, seeds, plants, and other supplies, materials, and equipment necessary for Gardener’s gardening efforts.

8) Ivey shall have the right, at any time, to inspect any and all parcels.

8) 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.

10) 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.

11) 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).

12) 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.

