



## 2012 Community Garden Rental Agreement

### APPLICATION PROCESS:

Applications are open to residents of the Town of Firestone until March 15th. After said date, the all interested applicants are welcome. Applicants shall submit this Agreement, the attached Rental Application and Fee Worksheet, and applicable fees to the Town at 151 Grant Ave/P.O. Box 100; Firestone, Colorado 80520 by no later than May 22, 2012. The Town will assign garden plots to Applicants based upon the receipt date of completed applications.

### RENTAL AGREEMENT:

In consideration of the Town's assignment of a plot in the Firestone Community Garden to me for the 2012 growing season, I hereby agree as follows:

1. I will plant my garden by June 15, 2012 or forfeit my right to the assigned plot and my garden rental fee.
2. I agree to notify the Town in writing if I must abandon my plot for any reason. I acknowledge a refund is not available after June 15, 2012.
3. I will maintain my assigned plot, including adjacent paths, throughout the growing season, including keeping weeds and litter in check and confining vines to within my plot.
4. I will not use chemical fertilizers, insecticides or herbicides. Only organic products are allowed.
5. I will not bring pets into the garden.
6. I will be responsible for the actions of any guests that accompany me to the garden.
7. The growing season is between March 1, 2012 and October 31, 2012. I will clean up my assigned plot by no later than November 1, 2012.
8. I agree to be respectful of my fellow gardeners by not planting tall plants that will shade another plot and by not picking other's crops without permission.
9. I will keep the environment of the garden friendly and inviting by not creating conflicts with loud music, vulgar language or other offensive conduct.
10. The use of any tobacco products within the garden area is prohibited.
11. The growing of marijuana is prohibited.
12. I will keep the garden area free of any large decorations or other visual barriers that may create a concealment location for individuals, and agree that I will not install a trellis higher than 36 inches.

13. I agree to abide by all rules and regulations governing the Firestone Community Garden and to follow the instructions of Town staff while participating in this project.
14. I agree to follow any corrective actions that may be given to me verbally or in writing by the Town of Firestone staff, including without limitation the Town Manager and the Manager's designees. I agree to abide by the determinations made by the Town Manager for resolution of any conflict regarding use of my plot or use or operation of the Firestone Community Garden, and agree such determination are final.
15. I understand that violations of this agreement are grounds for revocation of my gardening privileges.
16. I have the first right to reserve use of my garden plot for the following season. A new application and fee must be paid before March 1, 2012 in order to reserve a bed from the preceding growing season.
17. Water is supplied for garden use only and shall be used with water conservation in mind.
18. I understand approval of my application provides me only a revocable privilege and license to use my assigned plot for the current growing season, and confers no rights, entitlements or property interest in use of Town property. I acknowledge I may not re-rent, sublease or assign my plot to any other person.
19. I understand and agree that neither the Town of Firestone nor any of its officers, employees, agents, volunteers or insurers shall be held responsible or made the subject of any claim for damages or liability arising from personal injury, property damage or loss of any sort to me, my guests or any other person, or for loss of any other sort arising out of or related to my use of the Firestone Community Garden and participation in programs at the Firestone Community Garden, unless the result of gross negligence of the Town of Firestone. I HEREBY AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS THE TOWN OF FIRESTONE, ITS OFFICERS, EMPLOYEES, AGENTS, VOLUNTEERS AND INSURERS FROM ANY SUCH CLAIM, LIABILITY OR LOSS.
20. If my plot becomes unkempt, I understand I will be given 3 week's notice to clean it up. At that time, it will be re-assigned or tilled in.

**I hereby acknowledge and agree that I have read, understood, and voluntarily agreed to the terms and conditions of this agreement, and agree that this agreement shall be binding on me, my successors, representatives, heirs, executors and assigns.**

Applicant's Name (please print) \_\_\_\_\_

Signed \_\_\_\_\_

Date \_\_\_\_\_



## 2012 Rental Application and Fee Worksheet

**Applicant Information:**

Name (please print) \_\_\_\_\_

Address \_\_\_\_\_ Zip \_\_\_\_\_

**Telephone number:**

Home: \_\_\_\_\_ Cell: \_\_\_\_\_

Email address: \_\_\_\_\_

**Emergency Contact Information: (Other than Applicant)**

Name (please print) \_\_\_\_\_

Telephone number:

Home: \_\_\_\_\_ Cell: \_\_\_\_\_

**Check the appropriate items:**

- I am a senior citizen (ages 60+)\*
- I am physically disabled
- I would like a garden next to a friend, Name \_\_\_\_\_

**FEES SCHEDULE**

GARDEN	SIZE	ANNUAL FEE	FEE AMOUNT
<input type="checkbox"/> Limited Mobility Garden	4' x 8'	\$15	_____
<input type="checkbox"/> Medium Garden	8' x 8'	\$40 (\$32 seniors)*	_____
<input type="checkbox"/> Large Garden	8' x 16'	\$60 (\$48 seniors)*	_____

**AMOUNT DUE WITH APPLICATION** \_\_\_\_\_

*\* Senior discounted rate available to applicants ages 60+*

**Garden Name: (optional)** \_\_\_\_\_

\*\*\*\*\*

**FOR TOWN USE ONLY**

**Applicant Name:** \_\_\_\_\_

**Payment info:**

Check # \_\_\_\_\_ Amount \$ \_\_\_\_\_  Paid in cash

Payment received by: \_\_\_\_\_ Date: \_\_\_\_\_

GARDEN # \_\_\_\_\_