

2024 GARDEN PLOT PROGRAM REGISTRATION AGREEMENT

Date: _____ Garden Site: _____ Plot ID: _____ | _____

Name: _____
PARTICIPANT (PRINT NAME) EMAIL ADDRESS (PRINT CLEARLY)

ADDRESS CITY/TOWN POSTAL CODE PHONE

A.) HOW MANY INDIVIDUALS WILL BE INVOLVED IN WORKING THIS GARDEN? _____

B.) HOW MANY INDIVIDUALS WILL BENEFIT FROM THE PRODUCE GROWN? _____

AGREEMENT TERMS

1. The City gives the Tenant permission to use the designated portion of land as indicated above, for the sole purposes of gardening. **The plantings must be confined within the staked area of the assigned plot. PLOT SIZES ARE APPROXIMATE.**
2. The term of the Agreement shall be for the period of **May 17 to October 14, 2024**, unless terminated by one or both parties.
3. The Tenant will pay a non-refundable fee when this agreement is signed. All garden locations, dates and prices etc. are listed under Gardening Opportunities on the City's website www.reddeer.ca.
4. The Tenant agrees to accept the garden plot as it stands, and agrees that there are no promises, representations, or undertakings by the City with respect to the condition of the garden plot. The Tenant can cultivate the garden plot in proper agricultural manner, taking care not to cause the land to deteriorate in any way.
5. The Tenant agrees to use the garden plot at their risk. The City is not liable in any way for any loss, injury or damage caused to any person while such person(s) is in or about the garden plots. The City is not liable, for any claims whatsoever, arising out of damage to, loss of, or theft of the Tenant's property kept or stored on the garden plot, including the crops grown in the garden plot.
6. **Weed It or Lose It – Starts the week of JULY 2.** The Tenant agrees to use their best efforts and approved horticultural methods to prevent the growth of all weeds on the garden plot and walkways. If the Tenant fails to do so, The City will cultivate, mow, or cover the plot to prevent the spread of weed seeds with NO notice to the tenant. In such an event, The City will not be liable to the Tenant for any damage to crops. **The Tenant should notify the office if they are unable to maintain or change their mind about gardening.**
7. The Tenant agrees to care for and harvest the crop and leave any plant material on the surface of the soil within the Tenant's assigned garden plot at end of season. During growing season please use the onsite compost bins for disposal of plant material. **Diseased plant material must be removed from site and discarded with regular garbage.**
8. The Tenant agrees to dispose of all garbage from the garden plot, other than plant material, in a proper manner.
9. The Tenant will ensure that family or invitees cause no nuisance or disturbance to other tenants or adjacent neighbours.
10. **Pets are not permitted within the garden plot boundaries.** The Tenant agrees to refrain from the trapping, poisoning, or killing of any bird or animal on land protected by the Parks and Public Facilities Bylaw 3255/2000.
11. The City provides water sources at each garden site. This water provision is intended to be **ONLY** supplemental. Gardeners may need to provide their own water and watering containers. Water sources will be filled at set intervals; once it is gone, it is gone until the next set fill.
12. The Tenant acknowledges that farmlands adjacent to the garden plots may be cultivated or developed, possibly including spraying with herbicides and other pesticides. While all reasonable caution will be used, damage to the crops of the Tenant from drifting spray is possible. The Tenant agrees that he shall not have any claim against The City or the person farming or developing the lands adjacent to the garden plots in respect of such spraying or any damage or injury caused by it.
13. If the Tenant breaches or fails to perform any of the above points, then The City may declare the Tenant in default, declare the agreement null and void and repossess the land without any refund of rent.

X _____
GARDEN PLOT REGISTRANT

X _____
PARKS SECTION REPRESENTATIVE

Garden Plot Program Expectations

The City of Red Deer Garden Plot Program provides great opportunities for Red Deerians to get outside, grow healthy food, meet people, and enjoy our community through the growing season. The expectation is that participants will ensure the program remains successful and enjoyable for all. Gardeners are to be stewards of the entire garden area, reporting misuse, picking up litter, being responsible for the surrounding environment and keeping noise levels down. The following checklist of rules guides users through the appropriate activities for participating in this program.

1. You are responsible for maintaining your garden plot and any access or walkway to your garden plot. This includes weed and litter removal. If you are not able to tend your plot, notify the garden representative. Neglected plots will be reassigned or tilled.
2. Individual garden plot boundaries will be staked and marked; boundary markers should not be removed. Verify the numbers on the boundaries before planting. **Ensure to plant in the correct location.**
3. The City of Red Deer has provided a SUPPLEMENTAL watering source at all garden plot locations. Water tanks will be filled on a scheduled basis, not as required when empty. Gardeners are encouraged to provide their own water from home. Water containers and garden tools are not provided.
4. To protect sensitive natural areas and aquatic ecosystems the use of conventional pesticides (which includes but is not limited to herbicides, insecticides, fungicides, and rodenticides) within garden plots and on public lands is prohibited; certain ecologically sensitive pest control products may be considered at the discretion of Parks staff. As an added measure of environmental protection, you are encouraged to use organic fertilizers in place of synthetic.
5. Composting is permitted and encouraged within your plot boundaries.
6. Diseased plant material must be bagged and disposed of with regular garbage; do not place in compost bins.
7. Be considerate of your neighbors; do not plant sprawling crops or tall ones that might interfere with the garden next to yours.
8. Do not water, weed or prune another plot unless requested to by the gardener responsible for that plot.
9. Do not enter any private lands adjacent to the garden sites.
10. If vandalism or theft occurs, notify the representative. For immediate assistance call RCMP/Bylaw Complaint Line – 403.406.2200. The City of Red Deer is not liable for any loss of crops due to theft.
11. If you will be away during the growing season, ensure that someone will tend to your plot.
12. At the end of the gardening season all plant materials, including weeds, should be pulled from the ground, and left on the surface of the soil.
13. Previous year gardeners have priority for plot assignments or switching to another site or plot.
14. Plots are assigned according to the waitlist maintained by the garden representative.
15. Failure to comply with the above rules may result in the loss of gardening privileges.

The personal information contained on this contract is collected under the authority of The Municipal Government Act s. 3 and will be used for the purpose(s) of administration of the agreement. If you have any question about this collection, please contact the Manager of the Parks and Public Works department or call Cemetery Services 403.342.8303

Be sure to fill out all required information as indicated by the blue highlighted fields, read the full agreement, and sign Page 1. above "Garden Plot Registrant".

Save the file to your computer, then send the completed form to cemeteryservices@reddeer.ca OR you may print the form, fill it in by hand, and bring it to the Alto Reste Cemetery office during business hours, Mon-Fri, 7:30am-4:00pm.